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**From:** David Gingras [mailto:david@ripoffreport.com]  
**Sent:** Tuesday, August 03, 2010 12:49 PM  
**To:** Kenton Hutcherson  
**Subject:** Proposed Text For Ripoff Report Response To Hutcherson Press Release

Kenton,

In order to prevent the public from being misled by statements you have disseminated in a recent press release, Ripoff Report has decided to create a new section on our site entitled the "Hall Of Shame". This section is intended to warn the public about any abusive, unlawful, or unethical litigation practices in anti-ROR cases. We also intend to use this section to correct any false or misleading statements which have been publicly distributed through no fault of our own.

One of the entries in our "Hall of Shame" is devoted to correcting the false statements you made in the press release you recently distributed concerning your declaration in the Asia Economic Institute litigation.

While we are under no obligation to do so, I wanted to provide you with a pre-publication draft of the text we intend to post so that you can review it and let us know if you believe anything in it is inaccurate in any way. If so, please let us know no later than 5 PM PST, Wednesday, August 4, 2010.

If I do not hear from you before then, I will assume you agree that the text below is accurate and that you have no objection to us publishing it on the Ripoff Report website.

Here is the proposed text ---

## Ripoff Report's New "Hall of Shame"— Warning About Abusive Litigation Practices

### **Attorney Kenton J. Hutcherson—Published False and Misleading Statements About Settlement With Ripoff Report.**

On July 28, 2010, a press release was issued ([available here](#)) by Texas attorney Kenton J. Hutcherson bragging about a declaration he submitted in a lawsuit against Ripoff Report pending in federal court in California. Mr. Hutcherson has represented three different parties against Ripoff Report.

In his press release, Mr. Hutcherson describes the settlement reached with Ripoff Report in one of those cases, stating, "As a part of the terms of the settlement agreement, Xcentric Ventures LLC agreed to prevent future submissions related to Hutcherson's client from appearing on the Ripoff Report website." Mr. Hutcherson then states that pursuant to the settlement agreement, Ripoff Report removed two reports concerning his client. These statements appear to have been made for the purpose of soliciting new clients by making readers believe that Mr. Hutcherson was able to obtain a settlement requiring Ripoff Report to remove material from our site.

Mr. Hutcherson's characterization of the settlement agreement at issue is false, and his omission of key facts from the discussion of the case renders his entire "press release" grossly misleading. The truth is this—the case which Mr. Hutcherson refers to involves a lawsuit that Ripoff Report brought against several defendants who were accused of engaging in an illegal

cyber-attack against our site in an effort to punish us for defending the First Amendment. There was substantial evidence of Mr. Hutcherson's client's involvement in these attacks, and his client agreed to pay damages of \$100,000 to Ripoff Report to help compensate us for costs incurred as a result of the illegal attacks. Our settlement agreement with Mr. Hutcherson's client did NOT require Ripoff Report to remove any material and did NOT require Ripoff Report to "prevent future submissions" about Mr. Hutcherson's client. These statements are false.

Instead, as part of our settlement we agreed that for a period of 24 months, we would monitor any new reports about Mr. Hutcherson's client and ensure that if a new report was submitted, the author was an actual customer of the client. Assuming the author was an actual customer, any new reports would be posted. On the other hand, if the author was attempting to submit a phony report and wasn't an actual customer, we agreed not to post that.

Months after this agreement was made, a new report about Mr. Hutcherson's client was inadvertently posted without first being confirmed as required by our settlement agreement. To cure our default, we took the unusual step of deactivating the report. Subsequently, the original report was re-posted after Mr. Hutcherson's client breached the settlement agreement.

Based on these facts, it is false for Mr. Hutcherson to claim that we agreed to prevent future submissions about his client, and it is misleading to imply that we removed a report because the settlement agreement required us to do so. Nothing in the agreement required the removal of any reports, and, in any event, the report at issue has been re-posted back to its original location.

Mr. Hutcherson states in his press release that "even under the protections of the Communications Decency Act, all online content is subject to legal negotiation." Mr. Hutcherson appears to be boasting about his ability to negotiate with Ripoff Report. However, because of Mr. Hutcherson's past conduct, Ripoff Report has adopted a new policy, effective immediately, which is as follows – Ripoff Report will not agree to any settlement in any case in which Mr. Hutcherson is involved. If you want to hire Mr. Hutcherson to sue Ripoff Report on your behalf, that's your prerogative, but if you do so, you should expect that the case will be aggressively defended and that no voluntary settlement of the case will occur.

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