



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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