

## EXHIBIT A

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made as of the last day appearing below, by and among plaintiff John R. Lott, Jr. (“Lott”) and defendants Steven D. Levitt (“Levitt”) and HarperCollins Publishers L.L.C. (“HarperCollins”).

RECITALS

A. On April 10, 2006, Lott filed a two-count complaint for defamation (“Complaint”) against Levitt and HarperCollins in the United States District Court for the Northern District of Illinois, in an action entitled *John R. Lott, Jr., v. Steven D. Levitt and HarperCollins Publishers, Inc.*, Case No. 06 C 2007 (the “Lawsuit”). In Count I of the Complaint, Lott alleges defamation by both Levitt and HarperCollins arising out of statements appearing in the book entitled *Freakonomics*. In Count II of the Complaint, Lott alleges defamation against Levitt arising out of an e-mail exchange between Levitt and John McCall (the “McCall E-mails”).

B. Both Levitt and HarperCollins deny that any of the statements that form the basis for the Lawsuit are actionable, deny that Lott is entitled to any of the relief sought in the Complaint, and each moved to dismiss the Complaint in its entirety pursuant to Fed. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted. Lott opposed that motion. By Order dated January 11, 2007, the Court granted the motion as it pertained to Count I, but denied it as it pertained to Count II. The Court’s Memorandum Opinion and Order provided (a) at page 12, “Defendants’ motion to dismiss Count I of Lott’s Complaint is granted, and Count I is dismissed with prejudice,” and (b) at page 16, “Since HarperCollins is only mentioned in Count I, it is hereby dismissed with prejudice.” The Court’s Docket Entry stated “Defendant HarperCollins Publishers, Inc.’s motion to dismiss Count I of Plaintiff’s complaint is granted. Defendant Levitt’s motion to dismiss is granted as to Count I and denied as to Count II. Defendant HarperCollins Publishers, Inc. is hereby dismissed with prejudice.”

C. Thereafter, Levitt filed an Answer and Corrected Answer, in which he denied the allegations of Count II of the Complaint, and the parties proceeded to conduct both written and oral discovery on Count II. Lott and Levitt each represent and warrant that he has produced all documents in his possession that are responsive to discovery requests served upon him in this Lawsuit except for those documents withheld on the basis of an asserted attorney-client privilege.

D. The parties desire to compromise and settle the disputes among them, and, to that end, and after consultation with attorneys of their own choosing and full knowledge and awareness of the pertinent facts, have agreed as follows.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Incorporation of Recitals**

The Recitals set forth above are incorporated herein and are made part of the parties' Agreement.

**2. McCall Letter**

A. Within five (5) days of the date of this Agreement, Levitt shall sign and transmit to John McCall, via U.S. Mail as well as via e-mail transmission, the letter attached hereto as Exhibit A clarifying and correcting certain statements made by Levitt in the McCall E-mails (the "McCall Letter"). At the same time, Levitt shall also send to Lott, via U.S. Mail as well as via e-mail transmission, a signed copy of the McCall Letter.

B. There shall be no limit whatsoever on the disclosure or publication of the McCall Letter, and Lott is entitled to disclose and publish the McCall Letter or its contents in any manner he chooses.

**3. Dismissal of Count II**

Lott and Levitt, through their respective counsel, shall sign the Stipulated Dismissal of Count II with prejudice (a copy of which is attached hereto as Exhibit B), to become effective upon the receipt by Lott of a signed copy of the McCall Letter. Within five (5) days of the receipt of a signed copy of the McCall Letter, Lott shall file with the Court the Stipulated Dismissal of Count II, thereby dismissing Count II with prejudice.

**4. Lott's Right to Pursue Count I**

Lott may pursue his claims in Count I of the Complaint, through any or all of the following: (i) a motion to reconsider the prior dismissal of Count I; (ii) a motion for leave to file an amended Count I; and (iii) an appeal of the prior dismissal of Count I. If either or both of the foregoing motions are filed and denied, Lott may also appeal such denial(s). Nothing contained herein shall limit Levitt's and HarperCollins' right to oppose any motion pertaining to Count I that Lott may choose to file, or to oppose any appeal that Lott may pursue.

**5. Releases**

**A. Lott**

- (i) Except for the obligations of the parties set forth in this Agreement, Lott releases and forever discharges: (i) HarperCollins and each of its past, present and future divisions, units, subsidiaries, parents, and affiliates, and each of its and their respective officials, shareholders, officers, partners, members, attorneys, directors, employees, insurers, predecessors, successors, assigns, agents, and representatives; and (ii) Levitt and his attorneys, agents, representatives, executors, heirs, and successors (the "Levitt/HarperCollins Released Parties") from any and all claims, actions, causes of action, debts, fees, attorneys' fees, costs, expenses, contracts, promises, liens, liabilities, losses, demands, and damages, of any nature

whatsoever, whether asserted or unasserted, known or unknown, fixed or contingent, in law or in equity, and under statute, that Lott may now have or may hereafter claim to have against the Levitt/HarperCollins Released Parties from the beginning of time until the date of this Agreement *except that HarperCollins and Levitt acknowledge that Lott has not released his claim under the presently-dismissed Count I of the Complaint and that he has not released any right he may have to assert other arguments or claims under Count I of the Complaint insofar as such additional arguments or claims relate to the paragraph (the "Paragraph") in the book Freakonomics (the "Book") that discusses Lott.* HarperCollins and Levitt expressly deny the validity of the presently dismissed Count I of the Complaint and of any such additional arguments or claims Lott might in the future assert as to the Paragraph. Further, HarperCollins and Levitt expressly reserve their right to oppose any application or motion by Lott to amend Count I of the Complaint or to add any additional arguments or claims to the Complaint.

- (ii) It is expressly understood and acknowledged by the parties that, notwithstanding the foregoing release, the parties do not intend to limit, and this release shall not be construed as limiting, Lott's ability to use in the pursuit of claims that are the subject of the presently-dismissed Count I of the Complaint or of other potential claims arising from the Paragraph, any statement, document, or other information learned through discovery conducted in the Lawsuit, subject to the provisions of the protective order signed by the Court in the Lawsuit.

#### **B. Levitt**

Except for the obligations of the parties set forth in this Agreement, Levitt releases and forever discharges Lott and his attorneys, agents, representatives, executors, heirs, and successors (the "Lott Released Parties") from any and all claims, actions, causes of action, debts, fees, attorneys' fees, costs, expenses, contracts, promises, liens, liabilities, losses, demands, and damages, of any nature whatsoever, whether asserted or unasserted, known or unknown, fixed or contingent, in law or in equity, and under statute, that Levitt may now have or may hereafter claim to have against the Lott Released Parties from the beginning of time until the date of this Agreement.

#### **C. HarperCollins**

Except for the obligations of the parties set forth in this Agreement, HarperCollins releases and forever discharges the Lott Released Parties from any and all claims, actions, causes of action, debts, fees, attorneys' fees, costs, expenses, contracts, promises, liens, liabilities, losses, demands, and damages, of any nature whatsoever, whether asserted or unasserted, known or unknown, fixed or contingent, in law or in equity, and under statute, that HarperCollins may now have or may hereafter claim to have against the Lott Released Parties from the beginning of time until the date of this Agreement.

**6. Due Authority**

Each party has all requisite power and authority to execute, deliver, and perform his or its obligations under this Agreement and no other proceedings are necessary for the execution and delivery of this Agreement or the performance of his or its obligations contemplated here.

**7. All Terms and Provisions Binding**

Each and every term and provision of this Agreement is contractual and binding and is not a mere recital.

**8. No Reliance on Other Representations**

Each party represents and acknowledges that in executing this Agreement, he or it does not rely and has not relied upon any representation, promise, or statement not set forth herein with regard to the subject matter, basis, or effect of this Agreement or otherwise.

**9. Preparation of Agreement and Construction**

This Agreement has been prepared jointly by respective counsel for each of the parties, with a full opportunity for the parties to negotiate its terms. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

**10. Entire Agreement**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, written or oral, relating to the subject matter of this Agreement. This Agreement may be changed, waived, or canceled only by an instrument in writing signed by each of the parties.

**11. Severability**

All sections, clauses, and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein, unless to do so would clearly violate the parties' intent and the fundamental purpose of this Agreement.

**12. Representation by Counsel**

Each party to this Agreement acknowledges that he or it has had the opportunity to consult independent and experienced counsel of his or its own choice in connection with the negotiation and preparation of this Agreement and to seek advice as to the legal effect of this Agreement. Each party to this Agreement represents that he or it has entered into this Agreement without coercion or undue influence.

**13. Successors and Assigns**

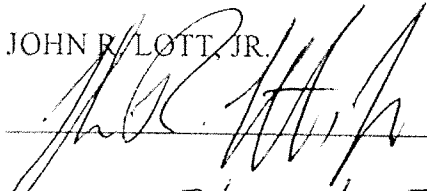
This Agreement is intended to bind each of the parties' respective successors, assigns, executors, administrators, trustees and representatives.

**14. Counterparts**

This Agreement may be executed in counterparts, which counterparts together shall have the same force and effect as a single original Agreement executed by all the parties.

**"LOTT"**

JOHN R. LOTT, JR.

  
\_\_\_\_\_  
Date: 7/27/07

**"LEVITT"**

STEVEN D. LEVITT

\_\_\_\_\_  
Date: \_\_\_\_\_

**"HARPERCOLLINS"**

HarperCollins Publishers L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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"LOTT"

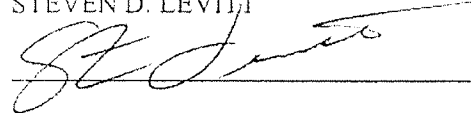
JOHN R. LOTT, JR.

\_\_\_\_\_

Date: \_\_\_\_\_

"LEVITT"

STEVEN D. LEVITT

  
\_\_\_\_\_

Date: 7/27/07

"HARPERCOLLINS"

HarperCollins Publishers L.L.C.

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

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“LOTT”

JOHN R. LOTT, JR.

\_\_\_\_\_

Date: \_\_\_\_\_

“LEVITT”

STEVEN D. LEVITT

\_\_\_\_\_

Date: \_\_\_\_\_

“HARPERCOLLINS”

HarperCollins Publishers L.L.C.

By: 

Its: C. GOFF, Sr. VP & GEN'L COUNSEL

Date: July 26, 2007

EXHIBIT A

July 26, 2007

John B. McCall, Ph.D.  
576 Rocky Branch  
Coppell, Texas 75019

Dear Dr. McCall:

You may recall that I sent you emails on May 25 and 26, 2005, which made certain statements about the Conference Issue of the Journal of Law and Economics ("JLE") which was dated October 2001 (the "Conference Issue"). I now want to clarify and correct some of the statements I made in, and impressions I may have created by, those emails.

In those emails, I did not mean to suggest that Dr. John R. Lott, Jr., or anyone acting on his behalf, engaged in bribery or exercised improper influence on the editorial process with respect to the preparation and publication of the Conference Issue. I acknowledge that the articles that were published in the Conference Issue were reviewed by referees engaged by the editors of the JLE. In fact, I was one of the peer referees. As far as I know, all papers published in the JLE are refereed.

At the time of my May 2005 emails to you, I knew that scholars with varying opinions had been invited to participate in the 1999 conference and had been informed that their papers would be considered for publication in what became the Conference Issue. Along with other people, I received an email from Dr. Lott inviting my own participation in that conference. I also was aware at the time of the May 2005 emails to you that in connection with the preparation of conference issues for the JLE, that the organizer of each conference issue needs to provide funding to the JLE to cover publication and mailing expenses. I did not mean to suggest that Dr. Lott did anything unlawful or improper in arranging for the payment of the publication expenses for the Conference Issue. I have discussed the wording of this letter with my counsel and am willingly signing it.

I hope the foregoing clarifies and corrects my statements contained in the emails which I sent only to you.

Very truly yours,

Steven D. Levitt



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JOHN R. LOTT, JR.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 06 C 2007
	)	
	)	Hon. Judge Castillo
STEVEN D. LEVITT and	)	
HARPERCOLLINS PUBLISHERS, INC.	)	
	)	
Defendants.	)	

RULE 41(a)(1) STIPULATION OF DISMISSAL OF COUNT II OF THE COMPLAINT

Plaintiff John R. Lott, Jr. and defendant Steven D. Levitt, through their respective counsel, hereby jointly stipulate pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure to the dismissal of Count II of the Complaint with prejudice, pursuant to a Settlement Agreement and Release, with each party to bear his own attorneys' fees and costs.

JOHN R. LOTT, JR.

STEVEN D. LEVITT

By: \_\_\_\_\_

By: \_\_\_\_\_

Paul E. Freehling  
Mark L. Johnson  
Seyfarth Shaw LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, IL 60603  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000  
Attorneys for Plaintiff John R. Lott, Jr.

Slade R. Metcalf  
Gail C. Gove  
Hogan & Hartson LLP  
875 Third Avenue  
New York, NY 10022  
Telephone: (212) 918-3000  
Facsimile: (212) 918-3100  
  
David P. Sanders  
Wade A. Thompson  
Jenner & Block LLP  
One IBM Plaza  
Chicago, IL 60601  
Telephone: (312) 222-9350  
Facsimile: (312) 527-0484  
Attorneys for Defendant Steven D. Levitt

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JOHN R. LOTT, JR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 06 CV 2007
	)	
STEVEN D. LEVITT and	)	Judge Ruben Castillo
HARPERCOLLINS PUBLISHERS, INC.	)	
	)	
Defendants.	)	

**FIRST AMENDED COMPLAINT**

Plaintiff John R. Lott, Jr., by his attorneys, for his First Amended Complaint against Defendants Steven D. Levitt (“Levitt”) and HarperCollins Publishers L.L.C. (“HarperCollins”) states as follows:

**COUNT I: Defamation Per Se**

For his first cause of action against Levitt and HarperCollins, Plaintiff states:

**The Parties**

1. Plaintiff is a citizen and resident of Burke, Virginia. He received his doctorate in economics from UCLA and has held positions at several prestigious universities, including Stanford University, Rice University, UCLA, University of Pennsylvania, University of Chicago and Yale University. He was a resident scholar at the American Enterprise Institute in Washington, D.C. and currently holds a position at the University of Maryland.

2. Plaintiff believes, and on that basis alleges, that Levitt is a citizen of Illinois, residing in or near Chicago. He is employed by the University of Chicago as a Professor of Economics. He is one of the two co-authors of the book *Freakonomics*.

3. Plaintiff believes, and on that basis alleges, that HarperCollins is a Delaware corporation with its principal place of business in New York City. HarperCollins is a book publisher and is the publisher of *Freakonomics*.

#### **Jurisdiction and Venue**

4. Federal court subject-matter jurisdiction is based on diversity of citizenship, 28 U.S.C. §1332(a). Since Plaintiff is a citizen and resident of Virginia, and (Plaintiff believes, and on that basis alleges, that) Levitt is a citizen and resident of Illinois and HarperCollins is a citizen of Delaware and New York, there is complete diversity of citizenship. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper in this District because a substantial part of the events and omissions giving rise to Plaintiff's claim arose here. 28 U.S.C. §1391(a)(2).

#### **Plaintiff's Publications In The Field Of Economics**

6. Plaintiff has published extensively in the fields of law and economics, and economics generally. For over 20 years, he has established a reputation for exacting, credible, and reliable economic analysis. He has gone to great lengths to consistently share his data and his empirical methods many times, even before research has been published, precisely to allow others to replicate his research. He has written numerous books and articles on the subject of gun control, including *More Guns, Less Crime; Analyzing Crime and Gun Control Laws* (University of Chicago Press 1998, second edition 2000) and "Crime, Deterrence, and Right-to-Carry Concealed Handguns," co-authored with David Mustard, 26 Journal of Legal Studies 1 (January 1997).

7. Plaintiff has conducted extensive research and analysis on the statistical relationship between laws regulating the right to use, carry or own guns, and serious crime in the

United States. Plaintiff has reached the conclusion that laws permitting individuals to carry concealed weapons result in a statistically significant and provable reduction in serious crime rates, including murder, rape, assault and robbery.

**Freakonomics**

8. In about April 2005, *Freakonomics* by Levitt and Dubner was published by HarperCollins. The book has had extraordinary success. It has been published in a revised and expanded edition, and Plaintiff believes, and on that basis alleges, that the book has sold more than three million copies in the aggregate. Plaintiff believes further, and on that basis alleges, that copies of the book have been sold in every one of the 50 States of the United States and in many foreign countries. Plaintiff also believes, and on that basis alleges, that the book also has been translated into several foreign languages. Plaintiff believes, and on that basis alleges, that Levitt has received royalties from *Freakonomics* in an aggregate amount of millions of dollars and that HarperCollins has made millions of dollars from sales of the book.

9. Plaintiff believes, and on that basis alleges, that Levitt wrote and HarperCollins published *Freakonomics* for, and that the book has been purchased and read by, two very different audiences. One of those audiences consists primarily of academics trained in economics, statistics, econometrics and/or the law, and their students (“Academics”). The book has been the subject of a mass mailing to Academics, and there has been a successful effort to have the book selected as a text for economics classes in colleges and universities.

10. The other audience for *Freakonomics* is composed primarily of lay readers who may not be trained in, and may not be studying, economics, statistics, econometrics and/or the law. Plaintiff believes, and on that basis alleges, that Levitt and HarperCollins intended for the book to have those two audiences.

### Defamatory Statements In *Freakonomics* Pertaining To Plaintiff

11. Part of the success of *Freakonomics* is attributable to inclusion in the book of cleverly written vignettes and stories – truthful or otherwise, defamatory or otherwise. One of those vignettes and stories relates to Plaintiff. It appears at pages 133-34 of the original edition and is repeated verbatim in the revised and expanded edition at pages 121-22. It reads as follows:

Then there is an opposite argument – that we need *more* guns on the street, but in the hands of the right people (like the high-school girl above, instead of her mugger). The economist John R. Lott, Jr. is the main champion of this idea. His calling card is the book *More Guns, Less Crime*, in which he argues that violent crime has decreased in areas where law-abiding citizens are allowed to carry concealed weapons. His theory might be surprising, but it is sensible. If a criminal thinks his potential victim may be armed, he may be deterred from committing the crime. Handgun opponents call Lott a pro-gun ideologue, and Lott let himself become a lightning rod for gun controversy. He exacerbated his trouble by creating a pseudonym, “Mary Rosh,” to defend his theory in online debate. Rosh, identifying herself as a former student of Lott’s, praised her teacher’s intellect, his evenhandedness, his charisma. “I have to say that he was the best professor that I ever had, s/he wrote. “You wouldn’t know that he was a ‘right-wing’ ideologue from the class. . . . There were a group of us students who would try to take any class that he taught. Lott finally had to tell us that it was best for us to try and take classes from other professors more to be exposed to other ways of teaching graduate material.” Then there was the troubling allegation that Lott actually invented some of the survey data that supports his more-guns/less-crime theory. Regardless of whether the data were faked, Lott’s admittedly intriguing hypothesis doesn’t seem to be true. When other scholars have tried to replicate his results, they found that right-to-carry laws simply don’t bring down crime.

12. The vignette and story relating to Plaintiff which is quoted above includes, but is not limited to, the following statements and innuendo about him which are untrue and are defamatory:

- a. Plaintiff “invented some of the survey data that supports his more-guns/less-crime theory.”
- b. Plaintiff’s survey “data were faked.”
- c. “When other scholars have tried to replicate [Plaintiff’s] results, they found that right-to-carry laws simply don’t bring down crime.”

13. Levitt and HarperCollins knew, or should have known, when the statements and innuendo about Plaintiff were written and published that they were untrue and defamatory or, in the alternative, Levitt and HarperCollins were recklessly indifferent, when the foregoing statements and innuendo were written and published, as to whether the statements and innuendo were true or false and as to whether they were defamatory.

14. Particularly (but not exclusively) to the readers of *Freakonomics* who are Academics, the adjective “invented” in the context of analysis of statistical data means or implies that the data was fabricated and is fictitious, and the adjective “faked” in this context means or implies that the data and results were concocted and counterfeit, and were designed to deceive and cheat. Further, the verb “to replicate” with respect to statistical studies means or implies duplicating exactly. Thus, particularly (but not exclusively) to Academics reading *Freakonomics*, the statements and innuendo in that book pertaining to Plaintiff mean or imply that he fabricated his data and that it was fictitious, that he used counterfeit data which he concocted with the intent to deceive and cheat, and that the statistical results he reported could not be duplicated by anyone else analyzing the identical data he used in exactly the same way he did.

15. The statements and innuendo in *Freakonomics* that Plaintiff “invented” data supporting his books and papers, that he “faked” such data, and that his results could not be

“replicated” (a) constitute an attack on his integrity and honesty in his profession as economist, scholar and researcher, and (b) impute to him a lack of ability that prejudices him in his profession. Particularly (but not exclusively) an Academic reading or hearing statements and innuendo that an economist, scholar and researcher “invented” data supporting his books and papers, that he “faked” data, and that his results could not be “replicated,” would immediately conclude, to the prejudice of the economist, scholar and researcher, that he lacks integrity, honesty and ability in his profession. Few, if any, other assertions would be as damaging to the reputation of an economist, scholar and researcher.

#### **Levitt’s Malice**

16. Levitt seemingly has hated Plaintiff for many years. Plaintiff does not know the source of this apparent hatred, but it may have been the result of Plaintiff challenging Levitt’s ideas in print and at academic seminars.

17. Examples of Levitt’s hostility to Plaintiff abound. For example, and not by way of limitation:

- a. Levitt accused Plaintiff publicly of reaching rigged statistical results;
- b. Levitt asserted publicly that Plaintiff may suffer from mental illness;
- c. Levitt publicly described Plaintiff’s scholarly arguments as nonsense and as embarrassing or fraudulent;
- d. Levitt made defamatory statements about Plaintiff to an individual who was a total stranger to Levitt, but after pretrial discovery demonstrated the falsity of Levitt’s statements he admitted that they had been untrue;
- e. Levitt publicly referred to Plaintiff as an idiot and the anti-Christ;

- f. Levitt stated publicly that Plaintiff has engaged in stupid and misleading distortions of data; and
- g. Levitt said publicly that an academic presentation Plaintiff was scheduled to make would be filled with outrageous lies, and Levitt offered publicly to pay colleagues if they would humiliate Plaintiff for Levitt.

18. The statements and innuendo in *Freakonomics* about Plaintiff's supposedly having "invented" and "faked" data that support his books and papers, and that his statistical results could not be "replicated," were made maliciously by Levitt with the intent of damaging Plaintiff in his profession. Those malicious assertions, in fact, have caused injury to Plaintiff's reputation and other damages. For this reason, punitive damages should be assessed in favor of Plaintiff and against Levitt.

19. As a result of the astonishing success of *Freakonomics*, Levitt has become a public figure. Defamatory statements and innuendo by a public figure tend to be especially damaging.

20. HarperCollins knew or should have known of Levitt's hostility to Plaintiff when *Freakonomics* was written and published. In the alternative, HarperCollins was recklessly indifferent to Levitt's hostility toward Plaintiff when *Freakonomics* was written and published. For this reason, punitive damages should be assessed in favor of Plaintiff and against HarperCollins.

WHEREFORE, Plaintiff prays for the following relief:

- A. Entry of an order directing Levitt and HarperCollins to retract publicly the false and defamatory statements and innuendo concerning Plaintiff that are contained in *Freakonomics*;



- B. Entry of an order requiring that all future printings of existing editions of *Freakonomics*, and all future editions, delete the false and defamatory statements and innuendo concerning Plaintiff;
- C. Award in favor of Plaintiff, and against Levitt and HarperCollins, compensatory damages in an amount deemed appropriate by the trier of fact;
- D. Award in favor of Plaintiff, and against Levitt and HarperCollins punitive damages in an amount deemed appropriate by the trier of fact;
- E. Award in favor of Plaintiff and against Levitt and HarperCollins court costs, pre-judgment interest, and reasonable attorneys' fees; and
- F. Award in favor of Plaintiff, and against Levitt and HarperCollins such other and/or additional relief as may be just and equitable.

**PLAINTIFF DEMANDS TRIAL BY JURY OF THIS COUNT I.**

**COUNT II: Defamation Per Quod**

For his second cause of action against Levitt and HarperCollins, Plaintiff pleads in the alternative (and not in addition) to Count I and states:

21. Plaintiff repeats and realleges the allegations contained in Paragraphs 1-20 of Count I as the allegations of Paragraph 21 of Count II.

22. The defamatory statements and innuendo contained in *Freakonomics* concerning Plaintiff were malicious, were injurious to Plaintiff's reputation, caused him financial loss and, therefore, constitute defamation *per quod*. He has encountered persons in job interviews and at academic seminars who indicated that they had read the statements and innuendo, who indicated that they believed the statements and innuendo were true. As a result, Plaintiff believes, and on that basis alleges, that his reputation was tarnished that he has sustained actual damages.

WHEREFORE, Plaintiff prays for the following relief:

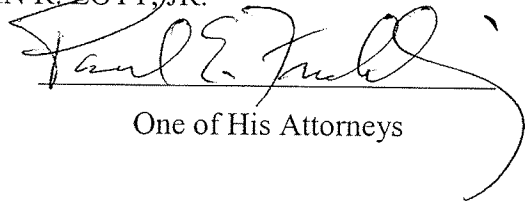
- A. Entry of an order directing Levitt and HarperCollins to retract the false and defamatory statements and innuendo concerning Plaintiff that are contained in *Freakonomics*;
- B. Entry of an order requiring that all future printings of existing editions of *Freakonomics*, and all future editions, delete the false and defamatory statements and innuendo concerning Plaintiff;
- C. Award in favor of Plaintiff, and against Levitt and HarperCollins, compensatory damages in an amount deemed appropriate by the trier of fact;

- D. Award to Plaintiff, and against Levitt and HarperCollins punitive damages in an amount deemed appropriate by the trier of fact;
- E. Award to Plaintiff, and against Levitt and HarperCollins court costs, pre-judgment interest, and reasonable attorneys' fees; and
- F. Award to Plaintiff, and against Levitt and HarperCollins such other and/or additional relief as may be just and equitable.

**PLAINTIFF DEMANDS TRIAL BY JURY OF THIS COUNT II.**

JOHN R. LOTT, JR.

By:



One of His Attorneys

Paul E. Freehling (0870897)  
Mark Johnson (6204488)  
Seyfarth Shaw LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, IL 60603  
(312) 460-5000