

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into by and among Plaintiffs, Houlihan Smith & Company, Inc. and Houlihan Smith Advisors, LLC (collectively, “Houlihan Smith” or “Plaintiffs”), and Defendant Julia Forte, also identified in the complaint as “Julia Forte d/b/a/ 800Notes.com_Advent LLC,” and “Julia Forte d/b/a whocallsme.com” (collectively, the “Forte Defendants”) on the 18th day of August, 2011. The Plaintiffs and Forte Defendants are collectively referred to as the “Parties.”

RECITALS

A. In April 2010, Plaintiffs filed their Complaint against the Forte Defendants, among others, in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 10 CH 16477 (the “State Court Proceeding”) seeking injunctive and other relief. The Circuit Court entered a temporary restraining order against the Forte Defendants, among others, on April 16, 2010.

B. The Forte Defendants then removed the case from the Circuit Court of Cook County to the United States District Court for the Northern District of Illinois, Case No. 10 CV 2412, on or about April 19, 2010 (“Federal Proceeding”). The State Court Proceeding and Federal Court Proceeding are collectively referred to as the “Litigation.”

C. In the Litigation, Plaintiffs asserted various claims against the Forte Defendants concerning what they characterized as the publication of various defamatory comments about Houlihan Smith and its representatives and the continued use and dissemination of these postings by the Forte Defendants on the websites, 800Notes.com and whocallsme.com.

D. A hearing was held by U.S. District Court Judge Kendall on May 6, 2010 for the purpose of determining whether to convert the temporary restraining order into a preliminary

injunction. The Court denied Plaintiffs' request to convert the temporary restraining order into a preliminary injunction.

E. The Forte Defendants filed a motion to dismiss Plaintiffs' Complaint and/or for summary judgment on or about June 4, 2010.

F. On August 6, 2010, Plaintiffs voluntarily dismissed their Complaint with prejudice.

G. On or about February 4, 2011, the Forte Defendants filed a motion for attorneys' fees and costs against Plaintiffs. The Plaintiffs filed a response denying the Forte Defendants' right to recover any fees or costs. The Forte Defendants filed their reply in support of their fee motion. The Court has not ruled on the fee motion.

H. To avoid continued litigation, the Parties agree and desire to compromise and fully and finally settle all claims and appeal rights.

PROVISIONS

NOW THEREFORE, in consideration of the foregoing and the provisions set forth herein, the Parties agree as follows:

1. ***Recitals.*** The above Recitals are incorporated herein.
2. ***Payment.*** Plaintiffs agree to pay to the Public Citizen Litigation Group, as counsel for the Forte Defendants, by wire transfer, the total sum of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (the "Payment") on or before August 26, 2011, in full and final resolution of all claims and disputes by and among the Parties.
3. ***Dismissal.*** The Forte Defendants shall withdraw their Fee Motion with prejudice within 5 days of receipt of the Payment.
4. ***Releases.*** Plaintiffs, for themselves, their members, shareholders, officers, directors, agents, attorneys, employees, predecessors, successors, parents, subsidiaries,

representatives, and assigns, hereby release the Forte Defendants, for themselves and their respective shareholders, officers, directors, members, agents, attorneys, employees, predecessors, successors, parents, subsidiaries, representatives, and assigns (the "Forte Defendant Released Parties") from any and all claims, debts, obligations, liabilities and causes of action of any kind whatsoever, whether known or unknown, from the beginning of time to the date of this Agreement, which Plaintiffs had, have, or may have against the Forte Defendant Released Parties and which were brought or that could have been brought in the Litigation.

The Forte Defendants hereby release Plaintiffs, for themselves, and their members, shareholders, officers, directors, agents, attorneys, employees, predecessors, successors, parents, subsidiaries, representatives, and assigns ("Houlihan Smith Released Parties") from any and all claims, debts, obligations, liabilities and causes of action of any kind, whether known or unknown, from the beginning of time to the date of this Agreement, which they had, have, or may have against the Houlihan Smith Released Parties and which were brought or that could have been brought in the Litigation, including, but not limited to, the Forte Defendants' fee motion.

5. ***No Admission of Liability.*** The Parties agree and acknowledge that this Agreement is a compromise of a disputed claim(s) and shall not at any time for any purpose be considered as an admission of the truth or correctness of any allegations, assertions, arguments, or representations contained in any pleadings filed in the Litigation, or of fault or liability on the part of any of the Parties, who have at all times denied and continue to deny any liability, and intend only through this Agreement to settle a disputed claim.

6. ***Effect of Agreement:*** This Agreement shall be final and binding upon the Parties, their representatives, agents, successors and assigns, and no change or revision to this Agreement, whether by addition, deletion, waiver, amendment, or modification shall be valid unless it is made in

writing and signed by all Parties.

7. **Severability:** If any portion of this Agreement is found to be invalid or unenforceable, it is the intention of the Parties that the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Settlement Agreement are declared and understood to be severable.

8. **Governing Law and Jurisdiction:** This Settlement Agreement shall be construed under, governed by, and enforced under the laws of the State of Illinois without regard to conflicts of law principles. This Settlement Agreement shall be considered as having been drafted by both Parties, and shall not be construed or interpreted against any party, but shall be construed and interpreted in accordance with the fair import of its term and provisions.

9. **Terms Understood:** Each Party acknowledges that: (a) they fully understand the terms and conditions of this Agreement; (b) they have carefully read and understand all the terms and conditions of this Agreement; (c) they enter into this Agreement knowingly and voluntarily; (d) they have consulted with an attorney prior to signing this Agreement, or had the opportunity to consult with an attorney; and (e) they have had a reasonable time within which to review and consider the terms and conditions of this Agreement.

10. **Counterparts:** This Agreement may be executed in multiple counter-parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed this 18th day of August 2011.

By: _____
A Representative of Houlihan Smith

Richard P. Darke
rpdarke@duanemorris.com
Duane Morris LLP
190 S. LaSalle St., Suite 3700
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(312) 499-6700
(312) 499-6701 (fax)

Attorneys for Plaintiffs

Date: _____

By: _____
A Representative of the Forte Defendants



Paul Alan Levy
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Public Citizen Litigation Group
1600 20th St., N.W.
Washington, D.C. 20009
(202) 588-1000

Attorneys for the Forte Defendants

Date: August 18, 2011

10. **Counterparts:** This Agreement may be executed in multiple counter-parts, each of which shall be an original and all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, this Agreement has been executed this _____ day of August 2011.


By: _____
A Representative of Houlihan Smith

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Duane Morris LLP
190 S. LaSalle St., Suite 3700
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