

# **EXHIBIT A**

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February 16, 2006

**Confidential Settlement Communication Subject To Federal Rule of Evidence 408**

**Via Mail and Facsimile**

Jason Singleton  
Singleton Law Group  
611 "L" Street, Suite A  
Eureka, CA 95501

**Re: Asis Internet Services v. Optin Global, Inc., et al.**

Dear Jason:

As you know, we represent Quicken Loans in the above-captioned action. By this letter, we ask that plaintiff honor its agreement with Quicken Loans and dismiss this action with prejudice.

On November 1, 2005, you wrote to Quicken Loans stating "my client wishes to provide Quicken Loans a complete release agreement in exchange for Quicken Loans assistance in tracking down the flow of data from the spammer to the online form web pages and finally to Quicken Loans." In December 2005, Quicken Loans provided you with the information it had regarding the flow of data on the condition that Quicken Loans be released from all liability. You agreed. Quicken Loans performed its obligation to provide the information making the proposed release binding. Indeed, Quicken Loans would not have provided the information, given your threats of litigation, had plaintiff not released Quicken Loans.

Moreover, even aside from the release granted to Quicken Loans, there is no evidence Quicken Loans had anything to do with any so called "conspiracy" to violate junk emails laws. Quicken Loans has never, to its knowledge, done business with any of the other named defendants. As you know, Quicken Loans understands the lead that plaintiff claims connects Quicken Loans to the so-called "conspiracy" came from an associate of a Quicken Loans affiliate. That affiliate agrees in its contract with Quicken Loans to abide by junk email laws, and that affiliate terminated the associate after Quicken Loans inquired about the lead. Nevertheless, the email sent by Quicken Loans in response to the lead was CAN-SPAM compliant. There is thus no basis for liability.

Out of an abundance of caution, Quicken Loans undertook an internal review of its records and can identify only a handful of asis.com email addresses to which Quicken Loans has ever sent any communications. All of these either resulted in closed loans with Quicken Loans, predated the alleged junk email statutes, or were compliant with the

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CAN-SPAM Act and other junk email law requirements. Quicken Loans has asked you several times to produce the information you think exists that shows any violation of law by Quicken Loans, let alone in excess of 10,000 violations, and you have failed to do so.

Quicken Loans prides itself on being a market leader and works hard to protect its customers and its brand. This is evidenced by the attempts to address your concerns. Plaintiff's lawsuit is damaging to Quicken Loans' business and its reputation. As you know, in cases where an Internet access service files a CAN-SPAM complaint, "the court may, in its discretion, require an undertaking for the payment of costs of such action, and assess reasonable costs, including attorneys' fees, against any party." 15 U.S.C. § 7706(g)(4).

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Please let me know by the close of business on February 20, 2006 if plaintiff will dismiss the lawsuit with prejudice. If you do not do so, Quicken Loans reserves all of its rights to seek appropriate recourse.

Sincerely yours,



James G. Snell