

**IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION**

Claim No.: QB-2020-001013

Master Gidden

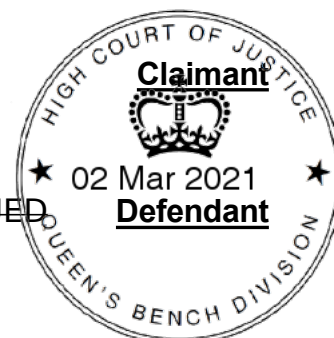
23.02.2021

BETWEEN

1. Samuel Collingwood Smith

- and -

1. Esther Baker, 2. Dr Jacqui ~~DISCONTINUED~~
Dillon



QB-2020-001013

ORDER

UPON the Claimant and the First Defendant having agreed to the terms of settlement set out in the attached open schedule, copies of which are held by the court, the Claimant and the First Defendant.

BY CONSENT IT IS ORDERED THAT:

- (1) All further proceedings relating to the Claimant's claim against the First Defendant be stayed, except for the purpose of carrying the terms of the agreement into effect.
- (2) The Claimant and the First Defendant shall each have permission to apply to the Court to enforce those terms without the need to bring a new claim.
- (3) Other than Orders already made, the Claimant and the First Defendant shall bear their own costs in relation to the Claim.
- (4) This Order does not affect the counter-claim, which is not stayed and continues.
- (5) The Directions Order of Master Sullivan of 18 February 2021 is discharged to the extent that the Claimant is no longer required to file and serve a Reply to Defence (but is still required to file and serve a Defence to Counterclaim).

SCHEDULE

In light of the court striking out the First Defendant's Defences of Truth and Public Interest in the claim, and the Claimant agreeing to waive his right to damages, further costs Orders and to an injunction, the First Defendant agrees (without admission of liability or admission of defamation), in full and final settlement of the Claimant's claim against her, to the following:

- (1) The First Defendant agrees that she will delete all of the tweets complained of in this action within 7 days of this Order being sealed by the court; and
- (2) The First Defendant agrees not to repeat the words of the tweets, or words bearing the same or similar meanings to those which follow:
 - a. That the Claimant is unemployed;
 - b. That the Claimant lives with his mother;
 - c. That the Claimant is restrained, whether by court Order or agreement, from saying the word, "Evanescence" naming the well-known musical band "Evanescence" or the band's lead singer Amy Lynn Lee Hartzler;
 - d. That the Claimant is a paedophile;
 - e. That the Claimant is a habitual harasser of women and / or teenage girls;
 - f. That the Claimant is a benefits fraudster or has committed fraud in relation to state benefits;
 - g. That the Claimant has failed to declare his personal income, or income from his company, to Her Majesty's Revenue and Customs;
 - h. That the Claimant lied or perjured himself in relation to any statement he made as to whether he provided assistance to John Hemming in the case of **Baker v Hemming**, or lied on his blog about the same.
- (3) The Parties agree that a major purpose of this agreement is to avoid distress or anxiety to the Claimant.

Nothing in this settlement agreement shall prevent the First Defendant communicating in confidence with any state authority (including police), any qualified medical doctor, nurse, or social care worker, or legal advisor. Nothing in this settlement shall prevent the First Defendant from testifying before any court or tribunal.

Nothing in this settlement agreement shall prevent or estop the First Defendant from arguing in her counterclaim that the Claimant lied on his blog nor prevent the Claimant denying or disputing that allegation.