

Monsarrat concedes that his dismissed 2013 claims over the allegedly defamatory 2010 posts are “no longer actionable.” Doc. 9 ¶¶ 8-12, 16, 22. For a second bite at the apple, he contends that Newman became liable for third-party comments upon migrating the DSLJ forum to its current web host Dreamwidth in 2017. *Id.* ¶¶ 20-25. Three of those comments appeared on websites over which Newman had no control, not on DSLJ or Dreamwidth, and Monsarrat has agreed to stipulate to dismissing or removing his allegations over those comments. *Id.* ¶¶ 8, 21(i); Exhibit A ¶¶ 47 (cmt. 1), 49 (cmt. 2), Exhibits C, U. And for the comments that were migrated, Newman is absolutely immune from the claim under 47 U.S.C. § 230. He neither wrote nor solicited the comments, and migrating them to a new server did not alter their content or give them any defamatory character. Section 230 prohibits treating him as their author for purposes of the claim.

Therefore, and for the reasons further given in the supporting memorandum of law and the request for judicial notice filed herewith, and based on the full record of documents filed on the docket and within the scope of the Courts’ Rule 12 analysis, including Exhibits A through U hereto, Ron Newman respectfully requests that the Court dismiss this action in its entirety.

Dated: November 30, 2020

/s/ Dan Booth
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CERTIFICATE OF SERVICE

I certify that the foregoing document, Exhibits A through U hereto, and the supporting memorandum of law, filed on this date via the Court's ECF system, will thereby be served upon Plaintiff.

Dated: November 30, 2020

/s/ Dan Booth

CERTIFICATE OF COMPLIANCE WITH RULE 7.1(a)(2)

I certify that I conferred with Richard Goren, counsel for Plaintiff Jonathan Monsarrat, in an effort to resolve or narrow the issues in dispute in this motion. On November 27, 2020, Mr. Goren stated that "the plaintiff will stipulate to the removal/dismissal of the three allegedly defamatory comments that were not in fact published on Dreamwidth," and "upon agreement as to form the plaintiff agrees to promptly file such stipulation."

Dated: November 30, 2020

/s/ Dan Booth