

1 BRIGGS LAW CORPORATION [FILE: 1969.00]  
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4 Attorneys for Plaintiff Mark Lane  
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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11 MARK LANE,  
12 Plaintiff,  
13 vs.  
14 BEN KALASHO; and DOES 1 through 100,  
15 Defendants.

CASE NO. 18-CV-1687 BEN(NLS)  
**JOINT MOTION FOR DISMISSAL WITH  
PREJUDICE (IN FURTHERANCE OF  
SETTLEMENT; COURT RETAINS  
ENFORCEMENT JURISDICTION)**

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17 Plaintiff MARK LANE ("Plaintiff") and Defendant BEN KALASHO ("Defendant") jointly  
18 move the Court, pursuant to Federal Rule of Civil Procedure 41(a)(2), for an order dismissing this  
19 lawsuit with prejudice in furtherance of the parties' settlement, with the Court incorporating the  
20 settlement terms and retaining enforcement jurisdiction, as follows:

21 1. Plaintiff filed this lawsuit on July 24, 2018, alleging (in general terms) that Defendant  
22 violated Plaintiff's federal and state constitutional rights by blocking Plaintiff's access to certain social-  
23 media accounts maintained by Defendant in his capacity as a public official. Defendant denies the  
24 allegations.

25 2. To avoid the delay and expense of this lawsuit, Plaintiff and Defendant desire to settle  
26 their dispute on the following terms and conditions:

27 A. In order to protect the rights of Plaintiff and any other members of the public to  
28 engage in free expression and to petition government officials (including but not limited to Section

1 1983 of Title 42 of the U.S. Code), and except as noted in paragraph 2(B) below, Defendant shall  
2 permanently refrain from all manner of restricting Plaintiff and all other members of the public from  
3 viewing, commenting on, or otherwise accessing any social media account (*e.g.*, Facebook, Twitter,  
4 and Instagram) that Defendant controls while he holds any public office and to which he has posted or  
5 responded to any content that pertains in any way to the public’s business or to him as a public official  
6 within the preceding 24 months.

7 B. Defendant may block Plaintiff or any other member of the public from posting  
8 any particular content that contains a concrete threat of physical violence, that predominately contains  
9 profanities, or that was not posted by a natural person (*e.g.*, by a bot). For any account described in  
10 paragraph 2(A), if without Defendant’s instruction, request, or consent the account provider’s standard  
11 terms and conditions prevent a member of the public from viewing, commenting on, or otherwise  
12 accessing any content, that will not constitute a violation of paragraph 2(A); “standard terms and  
13 conditions” refers to the account provider’s terms and conditions for account access and use that are  
14 offered to the public generally for the type of account in question.

15 C. Defendant shall pay \$1,500.00 to Briggs Law Corporation as partial  
16 reimbursement of Plaintiff’s legal expenses in this lawsuit. The parties otherwise agree to bear their  
17 respective legal expenses.

18 D. The Court’s consent to retain jurisdiction over the parties for purposes of  
19 enforcing paragraphs 2(A)-2(C) and inclusion of these settlement terms in its order of dismissal are  
20 conditions to the validity of the parties settlement. If the Court does not agree to retain jurisdiction and  
21 include the settlement terms in the dismissal order, this agreement shall thereupon be null and void.

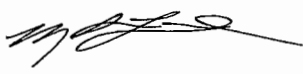
22 3. Each of the parties has had what he considers to be a reasonable period of time to  
23 consider the content of this joint motion with the advice of legal counsel. Plaintiff represents that he  
24 has consulted with Briggs Law Corporation. Defendant represents that he has consulted with legal  
25 counsel other than Briggs Law Corporation.

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4. Based on the foregoing, the parties jointly move the Court for an order dismissing this lawsuit with prejudice, incorporating the terms of the parties' settlement, and retaining jurisdiction over the parties for the purpose of enforcing their settlement.

Date: September <sup>27</sup>\_\_\_\_, 2018.

  
N\_\_\_\_\_

Date: September 27, 2018.

  
Ben Kalasho, Defendant

Date: September \_\_\_\_, 2018.

Respectfully submitted,  
BRIGGS LAW CORPORATION

By: s/ Cory J. Briggs  
Attorneys for Plaintiff Mark Lane

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7 UNITED STATES DISTRICT COURT  
8 SOUTHERN DISTRICT OF CALIFORNIA  
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10 CASE NO. 3:18-CV-1687-BEN (NLS)

11 **PROOF OF SERVICE**

12 MARK LANE,  
Plaintiff,

13 vs.

14 BEN KALASHO; and DOES 1 through 100,  
15 Defendants.  
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18 I, Cory J. Briggs, am over the age of 18 years and not a party to this action. My business address  
19 is Briggs Law Corporation, 99 East "C" Street, Suite 111, Upland, CA 91786.

20 On September 27, 2018, I served a copy of:

- 21 (1) **JOINT MOTION FOR DISMISSAL WITH PREJUDICE (IN FURTHERANCE**  
22 **OF SETTLEMENT; COURT RETAINS ENFORCEMENT JURISDICTION)**

23 on Ben Kalasho via electronic mail at benkalasho@gmail.com.

24 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
25 and correct.

26 Date: September 27, 2018.

s/ Cory J. Briggs

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