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IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF MONTANA
 MISSOULA DIVISION

MICHAEL E. SPREADBURY,

Plaintiff,

v.

BITTERROOT PUBLIC LIBRARY,
 CITY OF HAMILTON, LEE
 ENTERPRISES, INC., and BOONE
 KARLBERG P.C.,

Defendants.

Cause No. CV-11-064-M-DWM

DEFENDANT LEE ENTERPRISES,
 INC.'S ANSWER TO PLAINTIFF'S
 SECOND AMENDED COMPLAINT
 AND DEMAND FOR JURY TRIAL

Co-Defendant, Lee Enterprises, Inc. ("Lee Enterprises"), through its counsel,
 Garlington, Lohn & Robinson, PLLP, states as follows:

ANSWER

1. Lee Enterprises denies the allegations under the jurisdiction heading on page 2 of the Second Amended Complaint (Dkt 90).
2. Lee Enterprises admits the allegations in paragraphs 1 and 30 of the

Second Amended Complaint.

3. Lee Enterprises denies the allegations in paragraphs 25-29, 42-43, 47, 56, 58, 64-65, 67, 70, 73, 75, 77-86, 91, 94, 132-134, 183-188, 190-197, 199-202, 204-208, 218-222, and 234-238 of the Second Amended Complaint.

4. Lee Enterprises is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 2-12, 22-24, 31-37, 40, 41, 44-46, 48, 54-55, 57, 59-63, 87, 92-93, 96-100, 102-104, 106-110, 112-114, 116-119, 121-123, 125-130, 136-139, 141-143, 145-148, 150-152, 154-157, 159-163, 165-169, 171-175, 177-181, 210-216, 224-226, and 228-232, of the Second Amended Complaint, as they pertain to other Defendants, and therefore, denies the same. Lee Enterprises references Joint Answer of Defendants Bitterroot Public Library and City of Hamilton to Amended Complaint (Dkt. 2), Joint Answer of Defendants Dr. Robert Brophy, Trista Smith, Nansu Roddy, Jerry Steele, Steven Snavely, Steven Bruner-Murphy, Ryan Oster, Kenneth S. Bell, and Jennifer B. Lint to Amended Complaint (Dkt. 3), and Joint Answer of City and Library Defendants to Second Amended Complaint (Dkt. 98).

5. In response to the allegations in paragraph 13 of the Second Amended Complaint, Lee Enterprises admits Stacey Mueller is a resident of Montana, a person in Montana, and a publisher of the *Missoulian* newspaper. Lee

Enterprises denies the remaining allegations.

6. In response to the allegations in paragraph 14 of the Second Amended Complaint, Lee Enterprises admits Kristen Bounds is a resident of Montana, a person in Montana, and was a publisher of the *Ravalli Republic*. Lee Enterprises denies the remaining allegations.

7. In response to the allegations in paragraph 15 of the Second Amended Complaint, Lee Enterprises admits Perry Backus is a resident of Montana, a person in Montana, and was an editor of the *Ravalli Republic*. Lee Enterprises denies the remaining allegations.

8. In response to the allegations in paragraphs 16-21 of the Second Amended Complaint, Lee Enterprises admits the *Missoulian*, *Ravalli Republic*, *Billings Gazette*, *Helena Independent*, and *Montana Standard* are Montana newspapers affiliated with Lee Enterprises. Lee Enterprises admits the *Great Falls Tribune* is a Montana newspaper. Lee Enterprises denies the remaining allegations.

9. In response to the allegations in paragraphs 38 and 39 of the Second Amended Complaint, Lee Enterprises admits a representative of the *Ravalli Republic* called the Ravalli County Dispatch concerning Plaintiff's conduct at the *Ravalli Republic*'s offices. Further, Lee Enterprises admits a representative of the Hamilton Police Department responded to the call, and one or more of

the Hamilton Police Department have told Plaintiff that the *Ravalli Republic* did not want Plaintiff to enter its office because of his conduct. Lee Enterprises denies the remaining allegations.

10. In response to the allegations in paragraph 49 of the Second Amended Complaint, Lee Enterprise admits that on September 10, 2009, the *Ravalli Republic* published an article, entitled “Mayoral Candidate charged with Trespass,” which included a picture of Spreadbury. Lee Enterprises affirmatively pleads the article did not contain personal opinions from the reporters but, instead, was based purely on official Ravalli County Court documents.

11. In response to the allegations in paragraph 50 of the Second Amended Complaint, Lee Enterprise admits a comment was published on the *Ravalli Republic*'s website regarding the September 10, 2009, article, stating: “. . . Spreadbury ‘suffers serious psychological problems and needs to seek help.’” Lee Enterprises affirmatively pleads the comment was made by third-party, on-line readers, and not by the *Ravalli Republic*.

12. In response to the allegations in paragraph 51 of the Second Amended Complaint, Lee Enterprises admits a separate comment was published on the *Ravalli Republic*'s website regarding the September 10, 2009, article, stating: “. . . Spreadbury is ready for Warmsprings” Lee Enterprises

affirmatively pleads the comment was made by third-party, on-line readers, and not by the *Ravalli Republic*.

13. In response to the allegations in paragraph 52 of the Second Amended Complaint, Lee Enterprises admits the article regarding Spreadbury being charged with trespass was published in other papers owned by Lee Enterprises in Montana. Lee Enterprises affirmatively pleads the article did not contain personal opinions from the reports, but instead, was based on official Ravalli Country Court documents.

14. Lee Enterprises is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 53, 74 and 88 of the Second Amended Complaint, and therefore, denies the same.

15. In response to the allegations in paragraph 66 of the Second Amended Complaint, Lee Enterprise admits Kenneth Bell voluntarily dismissed the criminal trespass charge against Plaintiff following Plaintiff's no contest plea to the crime of felony intimidation.

16. In response to the allegations in paragraphs 68-69, 71-72 of the Second Amended Complaint, Lee Enterprises admits the *Ravalli Republic*, and other newspapers owned by Lee Enterprises, published articles surrounding the criminal trespass charges and the felony intimidation charges against Spreadbury. Lee Enterprises admits some of these articles became Associated

Press stories. Lee Enterprises affirmatively pleads the article did not contain personal opinions from the reporters but, instead, was based purely on official Ravalli County Court documents.

17. In response to the allegations in paragraph 76 of the Second Amended Complaint, Lee Enterprises admits Spreadbury ran for election as Mayor of the City of Hamilton.

18. In response to the allegations in paragraph 89 of the Second Amended Complaint, Lee Enterprises admits the August 9, 2010, *Ravalli Republic* article contains statements about Spreadbury's criminal behavior, prior lawsuits filed, and comments made by Spreadbury in oral arguments before Judge Larson, in the 21st Judicial District Court. Lee Enterprises denies comments made in the August 9, 2010, *Ravalli Republic* article were false, and Lee Enterprises affirmatively pleads the article did not contain personal opinions from the reporters but, instead, was based purely on official Ravalli County Court documents.

19. In response to the allegations in paragraph 90 of the Second Amended Complaint, Lee Enterprises admits Spreadbury requested a correction regarding the August 9, 2010, *Ravalli Republic* article.

20. In response to the allegations in paragraph 95 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-94 of the Second Amended Complaint as though stated in full here.

21. In response to the allegations in paragraph 101 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-100 of the Second Amended Complaint as though stated in full here.

22. In response to the allegations in paragraph 105 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-104 of the Second Amended Complaint as though stated in full here.

23. In response to the allegations in paragraph 111 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-110 of the Second Amended Complaint as though stated in full here.

24. In response to the allegations in paragraph 115 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-114 of the Second Amended Complaint as though stated in full here.

25. In response to the allegations in paragraph 120 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-119 of the Second Amended Complaint as though stated in full here.

26. In response to the allegations in paragraph 124 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-123 of the Second Amended Complaint as though stated in full here.

27. In response to the allegations in paragraph 131 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-130 of the Second Amended Complaint as though stated in full here.

28. In response to the allegations in paragraph 135 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-134 of the Second Amended Complaint as though stated in full here.

29. In response to the allegations in paragraph 140 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-139 of the Second Amended Complaint as though stated in full here.

30. In response to the allegations in paragraph 144 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-143 of the Second Amended Complaint as though stated in full here.

31. In response to the allegations in paragraph 149 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-148 of the Second Amended Complaint as though stated in full here.

32. In response to the allegations in paragraph 153 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-152 of the Second Amended Complaint as though stated in full here.

33. In response to the allegations in paragraph 158 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-157 of the Second Amended Complaint as though stated in full here.

34. In response to the allegations in paragraph 164 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-163 of the Second Amended Complaint as though stated in full here.

35. In response to the allegations in paragraph 170 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-169 of the Second Amended Complaint as though stated in full here.

36. In response to the allegations in paragraph 176 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-175 of the Second Amended Complaint as though stated in full here.

37. In response to the allegations in paragraph 182 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-181 of the Second Amended Complaint as though stated in full here.

38. In response to the allegations in paragraph 189 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-188 of the Second Amended Complaint as though stated in full here.

39. In response to the allegations in paragraph 198 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-197 of the Second Amended Complaint as though stated in full here.

40. In response to the allegations in paragraph 203 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-202 of the Second Amended Complaint as though stated in full here.

41. In response to the allegations in paragraph 209 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-208 of the Second Amended Complaint as though stated in full here.

42. In response to the allegations in paragraph 217 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-216 of the Second Amended Complaint as though stated in full here.

43. In response to the allegations in paragraph 223 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-222 of the Second Amended Complaint as though stated in full here.

44. In response to the allegations in paragraph 227 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to paragraphs 1-226 of the Second Amended Complaint as though stated in full here.

45. In response to the allegations in paragraph 233 of the Second Amended Complaint, Lee Enterprises incorporates by reference its responses to

paragraphs 1-232 of the Second Amended Complaint as though stated in full here.

46. Lee Enterprises denies the allegations for damages on pages 43-45 under the heading “Relief Sought by Plaintiff” of the Second Amended Complaint.

47. Lee Enterprises denies each and every allegation of the Second Amended Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

48. Spreadbury’s Second Amended Complaint fails to state a claim upon which relief can be granted.

49. Spreadbury’s claims of defamation for the articles published by the *Ravalli Republic* are barred by Montana Code Annotated § 27-1-804(4), which “makes a fair and true report without malice of a judicial proceeding a privileged publication.” *Cox v. Lee Enters., Inc.*, 222 Mont. 527, 529, 723 P.2d 238, 239-240 (1986).

50. Spreadbury’s claims of defamation for the comments on the *Ravalli Republic*’s website are barred by 47 U.S.C. § 230, the Communications Decency Act, since the comments were made by third-party, on-line readers.

51. Lee Enterprises hereby incorporates by reference the affirmative defenses listed in the Federal Rules of Civil Procedure for the purpose of

preserving any affirmative defenses to be identified and/or discarded at a later date following discovery in this action.

WHEREFORE, having fully answered Spreadbury's Second Amended Complaint, Lee Enterprises requests judgment in its favor as follows:

1. That all of Spreadbury's claims be dismissed with prejudice; and
2. For such other and further legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Defendant Lee Enterprises, demands a trial by jury on all issues so triable.

DATED this 24th day of August, 2011.

/s/ Jeffrey B. Smith
Attorneys for Defendant, Lee Enterprises, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of August, 2011, a copy of the foregoing document was served on the following persons by the following means:

 2 CM/ECF
 Hand Delivery
 1 Mail
 Overnight Delivery Service
 Fax
 E-Mail

1. Michael E. Spreadbury
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Boone Karlberg P.C.

 /s/ Jeffrey B. Smith
Attorneys for Defendant, Lee Enterprises, Inc.