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7 *Facebook, Inc.*

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 JONATHAN B. GOLDSMITH,

11 Plaintiff,

12 v.

13 JORDAN R. COOPER, an Individual;
14 CHERYL COOPER DRISCOLL, an
Individual; FACEBOOK, INC.; a Foreign
15 Corporation; DOES 1 through 5 and ROE
CORPORATIONS 1 through 5, inclusive,

16 Defendants

CV -

(Clark County District Court Case No.
A626728, Dept, No.: XVII)

[JURY DEMAND]

17
18 **PETITION FOR REMOVAL OF CIVIL ACTION**

19 TO: The Clerk of the United States District Court for the District of Nevada

20 Defendant FACEBOOK, INC. (“Facebook” and/or “Defendant”), by and through its
21 counsel of record, Joseph R. Ganley and Christian M. Orme of the law firm of Hutchison &
22 Steffen, LLC, gives notice that it is removing this action from the Eighth Judicial District Court
23 of Nevada to the United States District Court for the District of Nevada pursuant to 28 U.S.C.
24 §§1331, 1441 and 1446. The grounds for removal are as follows:

25 1. Plaintiff Jonathan B. Goldsmith (“Plaintiff”) brought this action in the District Court
26 of Nevada, Clark County, entitled *Jonathan B. Goldsmith v. Jordan R. Cooper, Cheryl Cooper*
27 *Driscoll, and Facebook, Inc.*, Case No. A-10-626728-C. The action was assigned to Department
28 XVII of that Court. Defendant has not been properly served with a copy of the Complaint. A copy

1 of the Complaint is attached hereto as **Exhibit A**. This is the first paper received for which it could
2 use to ascertain removability. *Id.* An index of the pleadings from the state court action is attached
3 hereto as **Exhibit B**. *See generally* Affidavit of Christian M. Orme attached hereto as **Exhibit C**.

4 2. Goldsmith alleges that Defendants Cooper and Cooper Driscoll posted “defamatory
5 and harassing statements and comments” on Facebook. *See Exhibit A*. Based on this, Goldsmith
6 concludes that “Facebook facilitated, published or neglected to mitigate the defamatory or
7 harassing statements and comments published by Defendant Cooper and Defendant Cooper
8 Driscoll” (Compl., ¶ 14) and that Facebook is liable for slander and libel. *Id.* at ¶¶ 26-57. The
9 Complaint does not allege that Facebook created or otherwise assisted in the creation of the
10 “statements and comments.” *Id.*

11 3. The Communications Decency Act, 47 U.S.C. § 230 (“CDA”) states that “[n]o
12 provider or user of an interactive computer service shall be treated as the publisher or speaker of
13 any information provided by another information content provider.” 42 U.S.C. § 230(c)(1). The
14 statute explicitly immunizes covered individuals and entities against state tort claims by mandating
15 that “[n]o cause of action may be brought and no liability may be imposed under any State or local
16 law that is inconsistent with this section.” 47 U.S.C. § 230(e)(3). Liability for state tort claims
17 simply cannot be imposed unless the defendant is an “information content provider,” defined as
18 “any person or entity that is responsible, in whole or in part, for the creation or development of
19 information provided through the Internet.” 47 U.S.C. § 230(f)(3).

20 4. This action is a civil action of which this Court has original jurisdiction under 28
21 U.S.C. § 1331, and is one which may be removed to this Court by Defendants pursuant to 28
22 U.S.C. § 1441(b) in that it arises under provisions of 18 U.S.C. §§ 2511. *See Exhibit C*.

23 5. To the extent the other claims alleged by Plaintiff do not relate to the CDA, they are
24 “separate and independent” claims, such that the removal of this entire dispute is proper pursuant
25 to 28 U.S.C. § 1441(c). *See generally Risetto v. Plumbers & Steamfitters Local 343*, 94 F.3d 597,
26 600n.2 (9th Cir. 1996) (holding the district court possessed supplemental jurisdiction over other
27 state law claims because the action was properly removable in light of the preemption of the breach
28 of contract and breach of the implied covenant claims). *Id.*

