

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANTHONY CIOLLI	:	CIVIL ACTION
	:	
v.	:	
	:	
	:	
HEIDE IRAVANI, et al.	:	NO. 2:08-cv-02601

ORDER

AND NOW, this 31st day of March 2009, upon consideration of Defendants Ross Chanin (“Chanin”) and ReputationDefender Inc.’s (“ReputationDefender”) Motion to Dismiss (Doc. No. 26), Plaintiff Anthony Ciolli’s (“Ciolli”) Memorandum of Law in Opposition (Doc. No. 36), Defendants Chanin and ReputationDefender’s Reply thereto (Doc. No. 49), Defendants David Rosen (“Rosen”) and Rosen & Associates, P.C.’s (“Rosen & Associates”) Motion to Dismiss (Doc. No. 30), Plaintiff Ciolli’s Memorandum of Law in Opposition (Doc. No. 40), Defendant Mark Lemley’s (“Lemley”) Motion to Dismiss (Doc. No. 32), Plaintiff Ciolli’s Memorandum of Law in Opposition (Doc. No. 38), Defendant Lemley’s Reply thereto (Doc. No. 47), Defendant Heide Iravani’s (“Iravani”) Motion to Dismiss (Doc. No. 56), Plaintiff Ciolli’s Memorandum of Law in Opposition (Doc. No. 61), Defendant Iravani’s Reply thereto (Doc. No. 64), Defendant Keker & Van Nest LLP’s (“Keker & Van Nest”) Motion to Strike Paragraphs of the Complaint (Doc. No. 31), Plaintiff Ciolli’s Memorandum in Opposition (Doc. No. 39), and Defendant Keker & Van Nest’s Reply thereto (Doc. No. 45), it is hereby ORDERED as follows:

1. Defendant Keker & Van Nest’s Motion to Strike Paragraphs of the Complaint (Doc. No. 31) and that portion of Defendant Iravani’s Motion to Dismiss (Doc.

No. 56) that incorporates by reference Keker & Van Nest's Motion to Strike is GRANTED in part and DENIED in part as only the following paragraphs of Plaintiff's Complaint are STRICKEN: the second sentence of paragraph 112, paragraphs 113-14, paragraph 116, paragraph 118 but only beginning with the word "informing," paragraphs 127-35, paragraph 139, paragraph 141-44, the portion of paragraph 149 beginning with the word "after" and ending with the word "litigation," paragraph 150 but only beginning with the word "stating," paragraph 151, those portions of paragraph 176 that read "[b]ecause the only consideration ever offered Mr. Cohen was dismissal of the lawsuit against Mr. Ciolli" as well as "which would have made it impossible to obtain the desired concessions from Mr. Cohen that were completely unrelated to the cause of action sued upon," and those portions of paragraph 178 that read "yet sought and obtained this extension to once again continue their leverage over Mr. Cohen, a non-party in the Connecticut Litigation, who they were still attempting to coerce into settlement" as well as "[s]ince the only consideration ever offered Mr. Cohen was dismissal of the lawsuit against Mr. Ciolli, Defendants knew that, if forced to submit an amended complaint on October 6, 2007, or to serve Ciolli with the original complaint, they would lose their leverage over Mr. Cohen and not obtain any of the concessions they were requesting from him." Any paragraph not named above is NOT STRICKEN from Plaintiff's Complaint.

2. Defendants Chanin and ReputationDefender's Motion to Dismiss (Doc. No. 26), Defendant Lemley's Motion to Dismiss (Doc. No. 32), and Defendant Iravani's

Motion to Dismiss (Doc. No. 56) are DENIED without prejudice.

3. Defendants Rosen and Rosen & Associates' Motion to Dismiss (Doc. No. 30) is DENIED with respect to Count I.
4. Defendants Rosen and Rosen & Associates' Motion to Dismiss (Doc. No. 30) is GRANTED with respect to Count II such that Plaintiff's claim for abuse of process is DISMISSED without prejudice.

It is further ORDERED that Plaintiff is GRANTED leave to conduct jurisdictional discovery and that the following discovery schedule applies:

1. All jurisdictional discovery shall be completed on or before April 30, 2009.
2. Defendants shall file any renewed motion to dismiss on or before May 14, 2009.
3. Plaintiff shall file his response to any renewed motion to dismiss on or before May 28, 2009.
4. Extensions will not likely be granted.

It is also ORDERED that any motion for leave to amend the complaint with respect to Count II shall be made on or before April 14, 2009.

BY THE COURT:

/S/LEGROME D. DAVIS

Legrome D. Davis, J.

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