

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
CIVIL ACTION NO.: 2181CV02271

CARLO DEMARIA, JR.,
Plaintiff,

v.

DORCHESTER PUBLICATIONS LLC (MISNAMED
AS EVERETT LEADER LLC), JOSHUA RESNEK,
SERGIO CORNELIO, MATTHEW
PHILBIN and ANDREW PHILBIN, SR.,
Defendants.

RECEIVED

11/22/2021

SERGIO CORNELIO,
Counterclaim/Third-Party Plaintiff,

v.

CARLO DEMARIA, JR.,
Counterclaim Defendant,

THE CITY OF EVERETT
Third-Party Defendant

**DEFENDANT, JOSHUA RESNEK'S, ANSWER
TO PLAINTIFF'S COMPLAINT AND JURY DEMAND**

The Defendant, Joshua Resnek, ("Defendant"), responds to the allegations contained in the separately numbered paragraphs of Plaintiff's Complaint as follows:

I. Introduction

The "Introduction" section of the Complaint is a three and one-half-page purported summary of the allegations contained the Complaint. This section is not numbered, nor does it state simple, concise, and direct averments, contradicting Mass. R. Civ. P. Rules 8(e) and 10. To an extent a response is deemed necessary, the Defendant denies all factual allegations within this section.

I.[sic] The Parties

1. The Defendant admits Plaintiff entered politics in 1994 and has served as a City Councilor and Alderman-at-Large. Defendant further admits Plaintiff was elected Mayor in 2007. The Defendant is without knowledge or information sufficient to form a belief as to the details of the Plaintiff's family situation. As to the allegation that the "Plaintiff has a long and distinguished record of serving his community," the Defendant denies the allegation and calls upon the Plaintiff to prove the same.
2. The Defendant denies the allegations contained in this paragraph to the extent Everett Leader LLC is misnamed. Dorchester Publications LLC publishes the Everett Leader Herald. The Defendant does not understand the allegations "widely circulated," "public places" and "publicly accessible" to the extent they are factual allegations rather than legal conclusions and therefore can neither admit nor deny them and otherwise denies them. The Defendant admits the remaining allegations.
3. The Defendant denies the allegations contained in this paragraph to the extent Everett Leader LLC is misnamed and the incorrect certificate of organization is referenced. Dorchester Publications LLC publishes the Everett Leader Herald with a principal office of 28 Church Street, Everett, Massachusetts. The Defendant admits the remaining allegations.
4. ^{KO} The Defendant denies the allegations contained in this paragraph to the extent Everett Leader LLC is misnamed. Dorchester Publications LLC publishes the Everett Leader Herald. The Defendant denies the remaining allegations to the extent they purport to characterize his reporting in the Everett Leader Herald. The Defendant, for the past four years, has reported news related to Everett, Massachusetts, including but not limited to politics, life in the city, businesses, fires, shootings, births, and deaths.
5. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required.
6. The Defendant denies the allegations contained in this paragraph to the extent Everett Leader LLC is misnamed. Dorchester Publications LLC publishes the Everett Leader Herald. The remaining allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required.
7. The Defendant denies the allegations contained in this paragraph to the extent Everett Leader LLC is misnamed. Dorchester Publications LLC publishes the Everett Leader Herald. The remaining allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To

the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same.

8. The Defendant does not understand the allegation “coordination” to the extent it is a factual allegation rather than a legal conclusion and therefore can neither admit nor deny the same. The Defendant otherwise denies this and all other allegations in this paragraph.

II.[sic] Jurisdiction and Venue

9. The Defendant states that the allegations contained in this paragraph set forth legal conclusions, and the Defendant need not reply. To the extent a reply is deemed necessary, the Defendant denies the allegations.
10. The Defendant states that the allegations contained in this paragraph set forth legal conclusions, and the Defendant need not reply. To the extent a reply is deemed necessary, the Defendant denies the allegations.

III.[sic] Facts

The Leader Herald Defendants’ Longstanding Vendetta Against Mr. DeMaria

11. The Defendant admits the Philbins owned and operated boarding houses in Everett in the 1990s. Further, the Defendant states that the remaining allegations are so vague and ambiguous in failing to define, “public safety and public health issues...” such that the allegations do not permit a meaningful response, and therefore, Defendant need not reply. To the extent a response is required, the Defendant denies the allegations and calls upon Plaintiff to prove same.
12. The Defendant states that, to the extent the allegations contained in this paragraph set forth legal conclusions, the Defendant need not reply. As to the remaining allegations, Defendant denies that the boarding house licenses violated any City of Everett rules or regulations or that the Plaintiff ever revoked, suspended, restricted, or otherwise invalidated the boarding house licenses owned by the Philbins.
13. The Defendant states, to the extent the allegations contained in this paragraph discuss the intentions of Matthew Philbin and the purchase of the Leader Herald, the allegations do not state a claim against Defendant and the Defendant need not reply. The Defendant admits usage of the phrase “ABC”—but denies using the phrase in the context suggested and denies using it in a defamatory manner. The Defendant denies the allegation that the Everett Leader Herald is or ever has been a tabloid style newspaper. The Everett Leader Herald is an old-style broadsheet.

14. The Defendant states that, to the extent the allegations contained in this paragraph set forth legal conclusions or do not state a claim against Defendant, the Defendant need not reply. Further, the Defendant denies the allegations that he published any false or defamatory statements concerning Plaintiff. The Defendant further denies the remaining allegations characterizing the “Eye on Everett” publication as false and defamatory. The ongoing article, known as “Eye on Everett” is widely known as a fictional account (as the Plaintiff himself readily acknowledges in the Complaint) of Defendant speaking with the blue suit worn by the Plaintiff, an elected public official and public figure.
15. The Defendant states that, to the extent the allegations contained in this paragraph set forth legal conclusions or do not state a claim against Defendant, the Defendant need not reply. Further, the Defendant admits referring to Plaintiff as “kickback Carlo,” and stating that he is “on the take,” and referring to Plaintiff as “DCF”—but not in the context suggested and not in a defamatory manner. These statements, as well as the statements included in the June 10, 2021, article included in the allegations are in reference to information obtained from Defendant’s sources, which include but are not limited to, information discovered from two United States District Court, District of Massachusetts lawsuits involving Plaintiff: *Wentworth Precious Metals, LLC v. Carlo DeMaria, Jr. et al.* C.A. No. 1:11-CV-10909-DPW; and *Sterling Suffolk Racecourse LLC v. Wynn Resorts LTD*, C.A. No. 1:18-CV-11963-PBS. The defendant denies the remaining allegations in this paragraph.
16. For the reasons set forth below, the Defendant denies the allegations contained in this paragraph in their entirety. The Defendant repeatedly requests comment from the Plaintiff or Office of the Mayor as evidenced by the attached Exhibit A. However, Defendant has not received any correspondence or communication from the Plaintiff or his office following the Fall of 2018, when the Plaintiff arrived, unannounced at the office of Dorchester Publications, LLC, and, notwithstanding the existence of a witness, threatened to put Defendant and Defendant’s publication out of business. More specifically, during this “visit” the Plaintiff demanded to speak with Defendant and guaranteed Defendant that Dorchester Publications LLC and the Everett Leader Herald would be out of business within four months unless the Defendant began writing material akin to the “old” Everett Leader Herald articles, which chose not to report on any of the Plaintiff’s detrimental behaviors in office in an effort to publish “puff pieces” regarding the Plaintiff. The Plaintiff’s interaction with Defendant appears eerily similar to the alleged event wherein the Plaintiff “went to the home of [Sergio] Cornelio’s elderly parents and pounded on their door until they answered.” See Sergio Cornelio’s Counterclaim, Paragraph No. 35. Such statements and actions against the Defendant, first made years ago, are evidence of the Plaintiff’s initial attempts to intimidate the media and stifle reporting and commentary on issues important to the Everett community. Further evidence of these ongoing efforts are the instant lawsuit and the statements attributed to the Plaintiff in his “victory” speech post-

election: **“Let me tell you – I raised a lot of money and I’m going after a lot of people. My focus will be on that** and improving our city one day at a time” (emphasis supplied) - a worrisome, aggressive, and emphatic promise and unvarnished threat: the use of campaign funds to go “after a lot of people.” This statement made just days after filing the instant suit is consistent with the Plaintiff’s initial interaction in 2018 with Dorchester Publications LLC and Defendant.

The Real Estate Project at 43 Corey Street

17. The Defendant denies the allegations contained in this paragraph and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.
18. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.
19. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.
20. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.
21. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.
22. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio’s Answer and Counterclaims and Third-Party Complaint.

23. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
24. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
25. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
26. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
27. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
28. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.

Mr. DeMaria's Filing of a "Disclosure of Appearance of Conflict of Interest" with the City Clerk & The Sale of 43 Corey Street

29. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.

30. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
31. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
32. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
33. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
34. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
35. The Defendant states that, to the extent the allegations contained in this paragraph set forth legal conclusions, including that the referenced documents are public records or that they are public records knowledge of which are imputed to the public, to which, the Defendant need not reply. The Defendant otherwise denies these allegations and the remaining allegations in this paragraph. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.
36. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove

same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.

37. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same. The Defendant further refers generally to the averments set forth in Cornelio's Answer and Counterclaims and Third-Party Complaint.

The False And Defamatory Leader Herald Herald Articles Dated September 8 And 15, 2021

38. The Defendant admits the allegation that the Defendant spoke to Sergio Cornelio prior to September 8, 2021. To the extent the allegations are against the Defendant rather than Sergio Cornelio, the Defendant denies that the substance of the September 8, 2021, article was false or defamatory. The Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
39. The Defendant denies the allegation that the Defendant has a past practice of fabricating quotes or articles asserting Plaintiff is engaged in criminal activity. The Defendant further denies the allegation that the Defendant "had obvious reasons to doubt the veracity" of the claims regarding the Plaintiff's involvement or lack of involvement in real estate transactions related to 43 Corey Street and calls upon Plaintiff to prove same. The Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
40. To the extent the allegations contained in this paragraph set forth a legal conclusion, the Defendant need not reply. The Defendant otherwise denies these allegations and the remaining allegations in this paragraph. The Defendant also incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
41. The Defendant denies the allegations that he entertained serious doubts as to the veracity of Sergio Cornelio's statements or the story regarding the Plaintiff's involvement in 43 Corey Street. The Defendant further denies the allegations that he did not undertake any independent investigation into the 43 Corey Street real estate transaction. The Defendant further denies relying solely on Sergio

Cornelio's statements for the publication of his articles. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information to be false, nor did he have a reckless disregard for whether the information was false. The Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. The Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.

42. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant references and incorporates the above responses as to the sourcing, and as to the effort made for comment. The Defendant further references and incorporates the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as to the additional details of the 43 Corey Street real estate transaction and on the issue of whether the article was false and/or was written with a reckless disregard as to whether it was false.
43. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant references and incorporates the above responses as to the sourcing, and as to the effort made for comment. The Defendant further references and incorporates the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as to the additional details of the 43 Corey Street real estate transaction and on the issue of whether the article was false and/or was written with a reckless disregard as to whether it was false.
44. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant references and incorporates the above responses as to the sourcing, and as to the effort made for comment. The Defendant further references and incorporates the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as to the additional details of the 43 Corey Street real estate transaction and on the issue of whether the article was false and/or was written with a reckless disregard as to whether it was false.
45. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant references and incorporates the above responses as to the sourcing, and as to the effort made for comment. The Defendant further references and incorporates the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as to the additional details of the 43 Corey Street real estate

transaction and on the issue of whether the article was false and/or was written with a reckless disregard as to whether it was false.

46. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant references and incorporates the above responses as to the sourcing, and as to the effort made for comment. The Defendant further references and incorporates Cornelio's Answer and Counterclaims as to the additional details of the 43 Corey Street real estate transaction and on the issue of whether the article was false and/or was written with a reckless disregard as to whether it was false. See Exhibit A. The Defendant attempted to contact the Plaintiff before 4:00 p.m. on September 7, 2021. The Defendant's printing slot is from 2:00 a.m. to 4:00 a.m. every Wednesday, consistent for several years. The publications are not completed until 7:00 p.m. the evening before print, and revisions are made as late as 12:00 a.m., mere hours before print. Any comments provided by the Plaintiff within approximately 8 hours after Defendant's correspondence would have been included in the September 8, 2021, article. This was all well known to the Plaintiff, who chose not to respond.
47. The Defendant denies the allegations contained in this paragraph. The quotes referenced by the allegations were provided by a local attorney. Further, the Defendant references the November 3, 2021, article published by Andrea Estes from the Boston Globe entitled: "FBI interviewed Everett city clerk about allegations that Mayor Carlo DeMaria pressured him for \$97,000," regarding the U.S. Attorney's investigation into the 43 Corey Street real estate transaction as indicative of the truth and/or Defendant's belief of the truth of the referenced statement. According to the investigative reporting, the payment has, in fact, drawn the attention of Federal Prosecutors and the Internal Revenue Service.
48. To the extent the allegations contained in this paragraph set forth legal conclusions, the Defendant need not reply. If a reply is deemed necessary, the Defendant denies the allegations. The Defendant admits the September 8, 2021, article was on the Everett Leader Herald website.
49. Defendant admits the allegations contained in this paragraph.
50. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent

from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.

51. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
52. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
53. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43

Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.

54. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
55. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.
56. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8,

2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.

57. The Defendant denies each and every allegation in this paragraph in their entirety. The Defendant states that, due to the several sources providing the same or similar information, the Defendant did not believe the information included in the September 8, 2021, and September 15, 2021, articles to be false, nor did he have a reckless disregard for whether the information was false. Further, the Defendant engaged in his own independent investigation through searching property records at the Southern Middlesex Registry of Deeds several times prior to September 8, 2021, including the mortgage given by Everett Bank, as well as searching the 43 Corey Street LLC for the Plaintiff's name. The name Carlo DeMaria was absent from all records, indicating Sergio Cornelio was the sole owner of 43 Corey Street. Lastly, the Defendant incorporates by reference the Answer and Counterclaims and Third-Party Complaint filed by Sergio Cornelio as evidence that the Defendant's alleged defamatory statements were not false, outrageous, or defamatory, but instead were merely a small piece of a credible and evolving story.

The September 15 "Eye on Everett" Article

58. To the extent the allegations contained in this paragraph reference written documents, including but not limited to the September 8, 2021, and September 15, 2021, articles, the documents speak for themselves. The Defendant admits he published the September 15, 2021, "Eye on Everett" article.
59. To the extent the allegations contained in this paragraph reference written documents, including but not limited to the September 15, 2021, article and the referenced police report, the documents speak for themselves. The Defendant denies the remaining allegations contained in this paragraph and calls upon Plaintiff to prove same.
60. To the extent the allegations contained in this paragraph reference written documents, including but not limited to the September 15, 2021, article and the referenced police report, the documents speak for themselves. The Defendant denies the remaining allegations contained in this paragraph and calls upon Plaintiff to prove same.
61. To the extent the allegations contained in this paragraph reference written documents, including but not limited to the September 15, 2021, article and the

referenced police report, the documents speak for themselves. The Defendant denies the remaining allegations contained in this paragraph and calls upon Plaintiff to prove same.

62. To the extent the allegations contained in this paragraph reference written documents, including but not limited to the September 15, 2021, article and the referenced police report, the documents speak for themselves. The Defendant denies the remaining allegations contained in this paragraph and calls upon Plaintiff to prove same.

COUNT ONE
(Defamation Against Mr. Cornelio)

63. The Defendant repeats and reavers his answers to Paragraphs Nos. 1 through 62 as though each were incorporated herein. The remaining allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same.

64. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same.

65. The allegations contained in this paragraph do not purport to state a claim against Defendant, thus no response is required. To the extent a reply is deemed necessary, the Defendant denies the allegations and calls upon Plaintiff to prove same.

COUNT TWO
(Defamation Against the Leader Herald, Josh Resnek, and the Philbins)

66. The Defendant repeats and reavers his answers to Paragraphs Nos. 1 through 65 as though each were incorporated herein. Further, Defendant denies the allegations contained in this paragraph.

67. Defendant denies the allegations contained in this paragraph.

68. Defendant denies the allegations contained in this paragraph.

WHEREFORE, the Defendant denies that the Plaintiff is entitled to the relief requested or to any relief whatsoever.

AFFIRMATIVE DEFENSES

Having denied each and every allegation of the Plaintiff's Complaint and Jury Demand not specifically admitted above, the Defendant by way of affirmative defenses states and avers as follows:

FIRST AFFIRMATIVE DEFENSE

The Complaint should be dismissed pursuant to Mass. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are true.

THIRD AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are substantially true.

FOURTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred as the words contained in the alleged defamatory statements are not reasonably capable of defamatory meaning.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements were written without malice.

SIXTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are rhetorical, hyperbole, or puffery and, therefore, not actionable.

SEVENTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are statements of opinion.

EIGHTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are statements of opinion, which Defendant believed, as a matter of Defendant's opinion, to be true.

NINTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the alleged defamatory statements are subject to an absolute and/or conditional privilege, including but not limited to the fair reporting privilege.

TENTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the Plaintiff suffered no damage as a result of the alleged defamatory statements.

ELEVENTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because the Plaintiff's reputation in the community is so diminished, a false statement could not lower the Plaintiff's reputation further, rendering the Plaintiff libel-proof.

TWELFTH AFFIRMATIVE DEFENSE

The Plaintiff's claims are barred because he is an elected public official and public figure, and the alleged defamatory statements were not published with a knowledge that the statements were false or with reckless disregard whether the statements were false.

THIRTEENTH AFFIRMATIVE DEFENSE

Some or all of the Plaintiff's claims are barred by the First Amendment and the state and federal constitutional protections afforded free speech, most especially the First Amendment Protections afforded to publication regarding an elected public official and public figure.

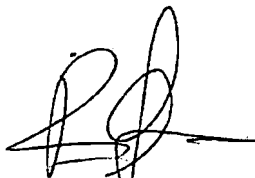
FOURTEENTH AFFIRMATIVE DEFENSE

The Defendant has not knowingly or intentionally waived any applicable affirmative defenses. The Defendant reserves his right to assert and to rely upon other defenses as may become available or apparent during discovery proceedings or as may be raised or asserted by other Defendants in this case, and to amend his Answer and/or Affirmative Defenses accordingly.

JURY DEMAND

THE DEFENDANT DEMANDS A TRIAL BY JURY OF 12 ON ALL ISSUES

The Defendants,
DORCHESTER PUBLICATIONS LLC (MISNAMED
AS EVERETT LEADER LLC), JOSHUA RESNEK,
MATTHEW PHILBIN AND ANDREW PHILBIN, SR.,
By Their Attorneys,



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CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2021 a true copy of the above document was served upon the attorney of record for each other party via e-filing and/or email.

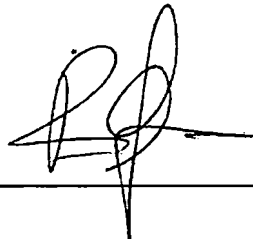


EXHIBIT A

From: **Josh Resnek** <joshresnek@gmail.com>

Date: Tue, Sep 7, 2021 at 3:52 PM

Subject: Questions regarding \$96,000 43 Corey Street disbursement to Mayor DeMaria

To: <Deanna.Deveney@ci.everett.ma.us>

Did the mayor receive a \$96,000 payment from Sergio Cornelio or from the LLC holding the funds from the sale of 43 Corey Street?

What was the \$96,000 payment for?

Has the mayor reported the transaction and the \$96,000 payment to the Ethics Commission?

Was he a partner with Cornelio in 43 Corey Street? Does he have any paperwork certifying the business partnership between him and the city clerk?

Did he put up any money for Cornelio to purchase the property?

Did the mayor pay any of the interest due or expenses incurred in owning 43 Corey Street until it was sold?

I am on deadline.

Respectfully,

Josh Resnek
Editor
Everett Leader Herald

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