

1 Ali Assaf
1014 E. Alameda Street
2 Manteca, CA 95336
Phone: 415.450.5212
3 Email: aliassaf959@gmail.com
In Pro Se

4
5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF TEXAS
7 DALLAS DIVISION

8 JOHN T. LAMONT AND PRESTON POULTER,
9 Plaintiffs,

Case No.: 3:21-CV-1176-K
Honorable District Judge Ed Kinkeade

10 vs.

ANSWER TO FIRST AMENDED COMPLAINT

11 ALI "DEAN" ASSAF A/K/A DA TALK; VICTORIA
12 KUNDERT A/K/A VIKKIVERSE, AND ETHAN VAN
13 SCIVER,
Defendants.

14 COMES NOW the Defendant Ali Assaf in answering the allegations of the Plaintiffs' Complaint, admits,
15 denies and alleges as follows:

- 16 1. Defendant admits that his true name is Ali Assaf, also known as Dean Assaf, and that he is a citizen and
17 resident of California and must be served at his residence of 1014 E. Alameda Street, Manteca, California 95336.
- 18 2. Defendant admits that I go by Da Talks on YouTube.com
- 19 3. Defendant lacks sufficient information to determine the truth of the statement as set forth in Paragraph 7 of
20 the Plaintiffs' Complaint. To the extent that Defendant does possess sufficient information, Defendant denies that
21 statement.
- 22 4. Defendant lacks sufficient information to determine the truth of the statements set forth in Paragraph 7a(i)
23 through (vi) of the Plaintiffs' Complaint. To the extent that Defendant does possess sufficient information,
24 Defendant denies those statements.
- 25 5. Defendant lacks sufficient information to determine the truth of the statements set forth in Paragraph 7b(i)
26 through (viii) of the Plaintiffs' Complaint. To the extent that Defendant does possess sufficient information,
27 Defendant denies those statements.

28 ANSWER TO FIRST AMENDED COMPLAINT - 1

1 6. Defendant lacks sufficient information to determine the truth of the statement set forth in Paragraph 7c(i) of
2 the Plaintiffs' Complaint. To the extent that Defendant does possess sufficient information, Defendant denies that
3 statement.

4 7. Defendant denies that this Court has subject matter jurisdiction over this lawsuit as mentioned in Paragraph
5 8 of the Plaintiffs' Complaint.

6 8. Defendant denies the statements and allegations set forth in Paragraphs 9 through 23 of the Plaintiffs'
7 Complaint. To the extent that Defendant does possess sufficient information, Defendant denies those allegations.

8 9. Defendant denies the statements and allegations set forth in Paragraphs 24 through 38 of the Plaintiffs'
9 Complaint. To the extent that Defendant does possess sufficient information, Defendant denies those allegations.

10 10. Defendant lacks sufficient information to determine the truth of the statement set forth in Paragraph 39 of
11 the Plaintiffs' Complaint. To the extent that Defendant does possess sufficient information, Defendant denies that
12 statement and allegation.

13 Defendant submits the following defenses and allegations supporting the Plaintiffs' causes of action for
14 Defamation and Slander Per Se:

15 **Defense 1 – Truth**

16 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that the allegedly
17 defamatory statements are at least substantially true.

18 **Defense 2 – Statement of Opinion**

19 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any allegedly
20 defamatory statement was merely a statement of opinion, and can neither be proven or disproven.

21 **Defense 3 – Consent to the Publication of the Allegedly Defamatory Statements**

22 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that the Plaintiffs
23 consented to the publication of any allegedly defamatory statement in question.

24 **Defense 3 – Qualified Privilege**

25 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
26 defamatory statement is afforded protection from liability due to considerations or public interest that outweigh the
27 need for redress. There is a common interest privilege, where communications are made in good faith, dealing with
28 matters of public concern, without actual malice.

1 **Defense 4 – Absolute Privilege**

2 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
3 defamatory statement is afforded protection from liability due to considerations of public interest that outweigh the
4 need for redress. There is a common interest privilege, where communications are made in good faith, dealing with
5 matters of public concern, without actual malice.

6 **Defense 5 – Retraction of the Allegedly Defamatory Statements**

7 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
8 defamatory statement has been retracted.

9 **Defense 6 – Statutory Defenses (Anti-SLAPP Statutes)**

10 Defendant denies the allegations as set forth by the Plaintiffs in Paragraphs 24 through 38 in that state laws,
11 such as the California Anti-Strategic Lawsuits Against Public Participation laws, have been enacted to deter the
12 lawsuit brought forth by plaintiffs to prevent this defendant from exercising his constitutional right of freedom of
13 speech over matters of public interest.

14 **Defense 7 – Poor Reputation**

15 Defendant denies the allegations as set forth by the Plaintiffs in Paragraph 39 in that Plaintiffs already had a
16 poor reputation.

17
18 Defendant submits the following defenses and allegations supporting the Plaintiffs' cause of action for
19 Cyber Libel:

20 **Defense 1 – Absence of an Element of Libel**

21 Defendant denies the allegations set forth by the Plaintiffs in Paragraph 24 through 39 in that Defendant
22 made no defamatory or libelous statement or imputation with any actual malice, nor made any written publication or
23 disseminated any defamatory or libelous matter to any person.

24 **Defense 2 – Truth**

25 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any allegedly
26 defamatory or libelous statement made is at least substantially true.

27 **Defense 3 – Statement of Opinion**

1 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any allegedly
2 defamatory or libelous statement was merely a statement of opinion, and can neither be proven or disproven.

3 **Defense 4 – Consent to the Publication of the Allegedly Defamatory Statements**

4 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that the Plaintiffs
5 consented to the publication of any allegedly defamatory or libelous statement in question.

6 **Defense 5 – Qualified Privilege**

7 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
8 defamatory or libelous statement is afforded protection from liability due to considerations or public interest that
9 outweigh the need for redress. There is a common interest privilege, where communications are made in good faith,
10 dealing with matters of public concern, without actual malice.

11 **Defense 6 – Absolute Privilege**

12 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
13 defamatory or libelous statement is afforded protection from liability due to considerations or public interest that
14 outweigh the need for redress. There is a common interest privilege, where communications are made in good faith,
15 dealing with matters of public concern, without actual malice.

16 **Defense 7 – Retraction of the Allegedly Defamatory Statements**

17 Defendant denies the allegations set forth by the Plaintiffs in Paragraphs 24 through 38 in that any alleged
18 defamatory or libelous statement has been retracted.

19 **Defense 8– Statutory Defenses (Anti-SLAPP Statutes)**

20 Defendant denies the allegations as set forth by the Plaintiffs in Paragraphs 24 through 38 in that state laws,
21 such as the California Anti-Strategic Lawsuits Against Public Participation laws, have been enacted to deter the
22 lawsuit brought forth by plaintiffs to prevent this defendant from exercising his constitutional right of freedom of
23 speech over matters of public interest.

24 **Defense 9 – Poor Reputation**

25 Defendant denies the allegations as set forth by the Plaintiffs in Paragraph 39 in that Plaintiffs already had a
26 poor reputation.

27 ///

28 **Affirmative Defenses**

ANSWER TO FIRST AMENDED COMPLAINT - 4

1 NOTWITHSTANDING THE DEFENSES SET FORTH ABOVE, Defendant also submits the following
2 affirmative defenses:

- 3 1. Plaintiffs' Complaint fails to state a claim for which relief can be obtained.
- 4 2. This Court lacks subject matter jurisdiction over this action.
- 5 3. The venue is improper for this action.

6 WHEREFORE, Defendant requests that this Court deny the Plaintiffs' claims, enter judgment in favor of
7 Defendant, dismiss this suit with prejudice, and award Defendant his fees and costs, including any attorney fees
8 reasonably to be incurred in connection to this matter.

9 Respectfully submitted this 2 of August, 2021

10 *Ali Assaf*

11 _____
12 Ali Assaf
13 Defendant Pro Se
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Ali Assaf
1014 E. Alameda St
Manteca, CA 95336

United States District Court
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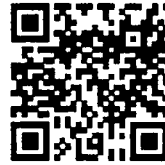
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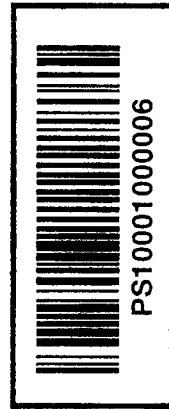
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