

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT
DOCKET NO. 2381cv719

ROBERT A. DOANE

V.

XANADU MARKETING, INC., And JOSEPH DELFGAUW

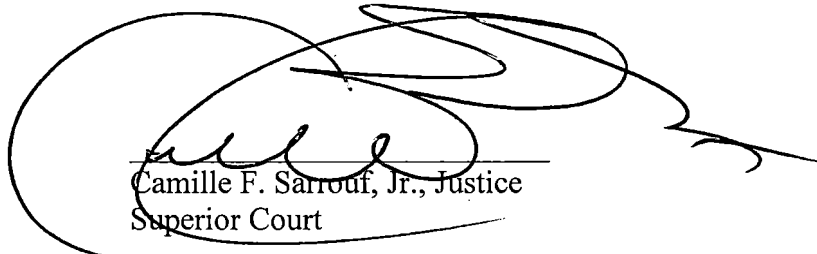
EXPANDED ENDORSEMENT on defendants' motion to dismiss pursuant to Rule 12(b)(6) and 8(a)(2)¹. Breach of contract/settlement agreement and defamation case relating to parties with a significant history of disputes, the court reviewed the pleadings, the standards set forth under Rule 12 and 8, relevant case law, and the arguments of counsel forwarded during the in-person hearing. Central to defendants' arguments are both standing to reach the individual defendant and the lack of evidence against either defendant as to defamation (and therefore plaintiff's lack of standing to claim breach).

To withstand a motion to dismiss pursuant to Rule 12(b)(6), a claim must allege facts plausibly suggesting an entitlement to relief. *Iannacchino v. Ford Motor Co.*, 451 Mass. 623, 636 (2008). Rule 12(b)(6) imposes a relatively low standard for surviving a motion to dismiss. *Marram v. Kobrick Offshore Fund, Ltd.*, 442 Mass. 43, 45 (2004). Nevertheless, a plaintiff is obligated to provide more than mere labels and conclusions. *Iannacchino*, 451 Mass. at 636. When considering a claim, the court accepts as true the allegations set forth in the complaint and draws any reasonable inferences in the plaintiff's favor. *Sisson v. Lhowe*, 460 Mass. 705, 707 (2011).

Here, there exists a plethora of factual disputes between the parties and cognizable claims have been pled, and premised upon the above referenced standard, at this stage of the litigation, the motion seeking dismissal is **DENIED**.

SO ORDERED.

Dated: October 23, 2023



Camille F. Sarrouf, Jr., Justice
Superior Court

¹ Plaintiff has also filed a cross-motion for sanctions, pursuant to M. G. L. c. 231 §6F3, which after review and consideration is **DENIED** without prejudice.