

UNITED STATES DISTRICT COURT DISTRICT OF NEW HAMPSHIRE

Roderick Webber, Pro Se Plaintiff, v)	Case 1:18-cv-00931-LM
Donald J. Trump, Edward Deck et al.)	(Chief Judge Landya McCafferty)
Defendants.)	June 28, 2019

MOTION TO CLARIFY

Coming before the court Pro Se, Plaintiff requests the Court grant the Plaintiff clarification in regard to Local Rule 5.1(a), as it pertains to a new request by Defendants Trump and Trump Campaign.

Plaintiff is aware of Judge's recent order, making note of rule 7.1(a)(3), which "limits a memorandum in opposition to a motion to dismiss to 25 pages," noting that Plaintiff made a point to adhere to these guidelines when alerted to the rule. Now, becoming aware of Local Rule 5.1(a), Plaintiff apologizes for not conforming his documents to this rule, and of course wishes to adhere to the rule going forward, as requested by the court.

That said, Plaintiff received an email from Attorney Bryan Gould a little before 5 PM yesterday, June 27, which requires a better understanding of rule Local Rule 5.1(a), before Plaintiff proceeds with Attorney Gould's request. Plaintiff further apologizes that this seems to be necessary. In his email, Attorney Gould disapproved of Plaintiff's single-spaced formatting of documents 97 and 98, saying, "we request that you withdraw those objections and file substitutes that comply with the rules. We will assent to a motion for an extension of time through next Wednesday to file your amended objections. Please let us know by midday tomorrow whether you will agree to this. If not, we will file a motion to strike the objections to the motions filed by the President and the Campaign Defendants."

Attorney Gould sent a link to Local Rule 5.1(a).

Local Rule 5.1(a) states, "Size and Format: Filings shall be on 8 1/2 x 11 inch paper of good quality; be plainly typewritten, printed, or prepared by a clearly legible duplication process in a font size no smaller than ten (10) characters per inch **or, if a proportionately spaced font is used, no less than twelve (12) point**; have no less than one (1) inch margins; be consecutively numbered in the bottom center of each page; and be double spaced except for quoted material. Footnotes shall be used sparingly." (Emphasis added.)

Plaintiff informed Counsel that this would make things difficult to do in the short-time frame while also needing to file an objection to No Labels by July 3, and an objection to Trump Companies by July 12. Plaintiff proposed seeking assent, (which he sought), from Defendants No Labels and Trump Companies to move the due dates around, (with approval from the court). However, given a night to think about it, Plaintiff remembered his years as a graphic designer, and this morning offered a solution to Attorneys Gould and Mortensen, saying, "this could be mostly avoided with removing spaces between

paragraphs and some changes to the typography/ font. Plaintiff mentioned LR 4.3 and tried to explain the mechanics of typography to Attorney Gould, but he didn't understand, saying, "Okay, well please go ahead with your motion for clarification. I can't assent yet because I don't understand what you mean about font, kerning, or alternating lines."

That brings us to the clarification. Again, with apologies to the court, Local Rule 4.3 states, "Filings by pro se parties shall be... in a format substantially conforming to such forms and LR 5.1." Plaintiff believes that the documents do *substantially* conform to LR 5.1. That said, the key phrases in LR 5.1(a) are, "proportionately spaced font", "no less than twelve (12) point", and "double-spaced." Merriam-Webster Dictionary defines "proportionate" as "having the same or a constant ratio." Merriam-Webster Dictionary defines "space" as "a blank area separating words or lines." Merriam-Webster Dictionary defines "double-spaced" as "to type (text) leaving alternate lines blank." Local Rule 5.1(a), makes no requirement about the size of the alternate line/ alternate space (without font) which exists between the lines of font. Accordingly, the size of the space in between could be any size whatsoever, so long as there was a space. By double-spacing "Arial Narrow" font at a 12 point size, (as has been done with this document), then it is possible to bring documents 97 and 98 in to conformity with the standards of LR 5.1(a), simply by eliminating extra spaces between paragraphs. To put it another way, the type-settings for this document conform to LR 5.1(a), (as per Plaintiff's interpretation), and by applying this type-setting to Docs 97 and 98, could eliminate the need to make most changes to those documents, and be in compliance/ conformity with the rule.

Certainly, Plaintiff is happy to do whatever is needed. However, it should be noted that Defendants didn't request Plaintiff resubmit Doc. 96 or any of the other many single-spaced documents filed in this case. By strictly adhering to the minutia of LR 5.1., **none** of the documents filed by any of the Defendants in this case would pass, (as Plaintiff understands the rule), since across the board, titles by Defendants have been single-spaced. Local Rule 5.1(a) makes no such exception for single-spaced titles.

The new time-table agreed upon *if* the other Defendants and the Court approve would be as follows:

Campaign Defs / DJT: Due Wed. July 3

No Labels: Due Wed., July 10

Trump Companies: Due Wed, July 17.

Attorney Gould has assented to this timeline, and Peter Cowan has assented for Defendant Trump Companies, so, if No Labels approves, Plaintiff will file a motion to withdraw documents 97 and 98 and file substitutes to bring them into conformity with Local Rule 5.1(a),.

Plaintiff is grateful that Defendants allowed an extension for Documents 96, 97 and 98. Plaintiff also wants to please the court. However, Plaintiff wants for the same standards to be applied to the Defendants in this case as he is being asked to

adhere to. What Plaintiff needs to be made clear is whether Plaintiff's interpretation of Local Rule 5.1(a) is acceptable, going forward.

Plaintiff is grateful for the Court's understanding and clarification in this matter.

Pro Se Plaintiff,

Roderick Webber

Signed Rod Webber June 28, 2019