

**UNITED STATES DISTRICT COURT
for the
DISTRICT OF RHODE ISLAND**

DANIEL MAYER

v.

C.A.No.: 25-cv-267

TOWN OF SMITHFIELD, by and through
CAITLYN CHOINIERE, in her Official Capacity
as Finance Director of the Town of Smithfield; and
DAWN BARTZ, in her official capacity as
the Superintendent of Smithfield Schools

JOINT STIPULATION OF DISMISSAL WITHOUT PREJUDICE

The Plaintiffs and Defendants, based on the provisions and agreements set forth below, through their attorneys, hereby jointly stipulate and agree to the dismissal of this case without prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii):

1. The individual plaintiff Daniel Mayer shall be unblocked and/or unbanned from the @SmithfieldSuper and @SmithfieldSchls X (formerly twitter) accounts.
2. All other individuals, accounts and/or users previously blocked and/or banned by the @SmithfieldSuper and @SmithfieldSchls X (formerly twitter) shall be unblocked and/or unbanned. This paragraph shall not apply to accounts and/or users that are “bot” accounts and/or accounts that violate the terms of service for the X platform.
3. Defendants agree that individuals, accounts and/or users will not be blocked and or banned from the @SmithfieldSuper and @SmithfieldSchls X (formerly twitter) accounts based on First Amendment-protected viewpoints expressed.
4. Defendants will not require pre-approval for people to gain access to the @SmithfieldSuper and @SmithfieldSchls X (formerly twitter) accounts.

5. The Defendants shall pay the Plaintiffs' attorneys fees and costs in the amounts of \$12,000.00. The sharing of the tribunal-approved award with the American Civil Liberties Union Foundation of Rhode Island is consistent with this Court's decision in *Inmates of RI Training School v. Martinez*, F.Supp.2d 131 (D.R.I. 2006 and Rhode Island R.P.C. 5.4(a)(4)).
6. The Defendants retain sole use and control of the @SmithfieldSuper and @SmithfieldSchls X (formerly twitter) accounts and other social media accounts that it does or may operate ("Smithfield Social Media Accounts"). Nothing herein shall be interpreted or construed to limit or prevent Defendants from closing or terminating any or all Smithfield Social Media Accounts or from permanently removing or terminating the comment feature from any or all Smithfield Social Media Accounts.
7. This dismissal is without prejudice; provided however, that it shall be treated as with prejudice, except in the event that any or all Defendants breach any provision of this agreement set forth above.

Respectfully submitted,

DANIEL MAYER
By and through their attorneys,

/s/ David S. Cass

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By and through their attorney,

/s/ Marc DeSisto

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CERTIFICATION

I, the undersigned, hereby certify that on July 1, 2025, I filed the within document via the ECF filing system and that a copy is available for viewing and downloading. I further certify that a copy of the foregoing was emailed to counsel for the defendants on June 30, 2025.

/s/ David S. Cass