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KILEY, RONALD

HOLY ROSARY CHURCH AND SCHOOL
SISTERS OF ST. JOSEPH OF ROCHESTER

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: RR
Total Fees Paid:	\$210.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
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JAMIE ROMEO

MONROE COUNTY CLERK



NEW YORK STATE SUPREME COURT
MONROE COUNTY

RONALD KILEY,

Plaintiff,

-against-

HOLY ROSARY CHURCH AND SCHOOL and
SISTERS OF ST. JOSEPH OF ROCHESTER,

Defendants.

Index No.: _____/____

Date Filed:

SUMMONSPlaintiff designates Monroe
County as the place of trial.The basis of venue is one
defendant's residence.**Child Victims Act Proceeding**
22 NYCRR 202.72

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: May 26, 2020

Respectfully Yours,

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NEW YORK STATE SUPREME COURT
MONROE COUNTY

RONALD KILEY,

Plaintiff,

-against-

HOLY ROSARY CHURCH AND SCHOOL and
SISTERS OF ST. JOSEPH OF ROCHESTER,

Defendants.

Index No.:

COMPLAINT

Child Victims Act Proceeding
22 NYCRR 202.72

Plaintiff Ronald Kiley, by and through his attorneys, the Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, respectfully alleges for his complaint the following:

I. INTRODUCTION

1. For decades, the defendants knew or should have known that priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and others were using their positions within the Catholic Church to groom and to sexually abuse children. Despite that knowledge, the defendants failed to take reasonable steps to protect children from being sexually abused and actively concealed the abuse. Based on their wrongful conduct, a reasonable person could and would conclude that they knowingly and recklessly disregarded the abuse of children and chose to protect their reputation and wealth over those who deserved protection. The result is not surprising: for decades hundreds, if not thousands, of children were sexually abused by Catholic clergy and others who served the Catholic Church, including the defendants. The plaintiff in this lawsuit is one of those children who was sexually abused because of the defendants' wrongful conduct.

II. PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

2. This complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NYCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, plaintiff's claims were time-barred the day plaintiff turned 22 years old. The enactment of the CVA allows plaintiff, for the first time in plaintiff's life, to pursue restorative justice in New York State.

III. PARTIES

3. Plaintiff Ronald Kiley is an adult male who currently resides in Clearwater, Florida.

4. While he was a minor, plaintiff Ronald Kiley was a victim of one or more criminal sex acts in the State of New York, including sexual acts that would constitute a sexual offense as defined by the Child Victims Act.

5. At all relevant times defendant Holy Rosary Church and School ("Holy Rosary") was a not-for-profit religious corporation organized under New York law.

6. At all relevant times Holy Rosary was a not-for-profit religious corporation organized under New York law with its principal office in Rochester, New York.

7. Upon information and belief, Holy Rosary merged with Sacred Heart Church and School and/or Most Precious Blood. Holy Rosary may have also formed Cathedral School at Holy Rosary. To the extent Holy Rosary closed or was merged with another entity, such as Sacred Heart or Most Precious Blood, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit. Any and all such entities, past and present, are collectively referred to herein as "Holy Rosary."

8. At all relevant times Holy Rosary conducted business as "Holy Rosary Church and School," "Holy Rosary Parish and School," "Holy Rosary Church," "Holy Rosary Parish," "Holy

Rosary School," "Church of Holy Rosary," "Parish of Holy Rosary," "School of Holy Rosary," "Holy Rosary Catholic Church and School," "Holy Rosary Catholic Parish and School," "Holy Rosary Catholic Church," "Holy Rosary Catholic Parish," "Holy Rosary Catholic School," "Catholic Church of Holy Rosary," "Catholic Parish of Holy Rosary," "Catholic School of Holy Rosary," "Holy Rosary Roman Catholic Church and School," "Holy Rosary Roman Catholic Parish and School," "Holy Rosary Roman Catholic Church," "Holy Rosary Roman Catholic Parish," "Holy Rosary Roman Catholic School," "Roman Church of Holy Rosary," "Roman Catholic Parish of Holy Rosary," "Roman Catholic School of Holy Rosary," "Holy Rosary," "Cathedral School at Holy Rosary," "Sacred Heart Church and School," "Sacred Heart Parish and School," "Sacred Heart Church," "Sacred Heart Parish," "Sacred Heart School," "Church of Sacred Heart," "Parish of Sacred Heart," "School of Sacred Heart," "Sacred Heart Catholic Church and School," "Sacred Heart Catholic Parish and School," "Sacred Heart Catholic Church," "Sacred Heart Catholic Parish," "Sacred Heart Catholic School," "Catholic Church of Sacred Heart," "Catholic Parish of Sacred Heart," "Catholic School of Sacred Heart," "Sacred Heart Roman Catholic Church and School," "Sacred Heart Roman Catholic Parish and School," "Sacred Heart Roman Catholic Church," "Sacred Heart Roman Catholic Parish," "Sacred Heart Roman Catholic School," "Roman Church of Sacred Heart," "Roman Catholic Parish of Sacred Heart," "Roman Catholic School of Sacred Heart," "Sacred Heart," "Most Precious Blood Church and School," "Most Precious Blood Parish and School," "Most Precious Blood Church," "Most Precious Blood Parish," "Most Precious Blood School," "Church of Most Precious Blood," "Parish of Most Precious Blood," "School of Most Precious Blood," "Most Precious Blood Catholic Church and School," "Most Precious Blood Catholic Parish and School," "Most Precious Blood Catholic Church," "Most Precious Blood Catholic Parish," "Most Precious Blood Catholic School,"

“Catholic Church of Most Precious Blood,” “Catholic Parish of Most Precious Blood,” “Catholic School of Most Precious Blood,” “Most Precious Blood Roman Catholic Church and School,” “Most Precious Blood Roman Catholic Parish and School,” “Most Precious Blood Roman Catholic Church,” “Most Precious Blood Roman Catholic Parish,” “Most Precious Blood Roman Catholic School,” “Roman Church of Most Precious Blood,” “Roman Catholic Parish of Most Precious Blood,” “Roman Catholic School of Most Precious Blood,” or “Most Precious Blood.”

9. Holy Rosary was a parish with a church and school located in Rochester, New York.

10. Father Paul Cloonan was a priest of Holy Rosary who served Catholic families on behalf of Holy Rosary, including plaintiff Ronald Kiley and his family.

11. During the time Father Paul Cloonan served at Holy Rosary, he used his position as a priest of Holy Rosary to groom and to sexually abuse plaintiff Ronald Kiley.

12. To the extent that Holy Rosary was a different entity, corporation, or organization during the period of time during which Father Cloonan used his position as a priest to sexually abuse Ronald, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Holy Rosary Church and School.

13. To the extent Holy Rosary is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Cloonan used his position as a priest to sexually abuse Ronald, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Holy Rosary Church and School.

14. All such Holy Rosary-related entities, corporations, or organizations are collectively referred to herein as “Holy Rosary.”

15. At all relevant times defendant Sisters of St. Joseph of Rochester (“Sisters of St. Joseph”) was a not-for-profit religious corporation organized under New York law with its principal office in Rochester, New York.

16. At all relevant times the Sisters of St. Joseph conducted business as “Sisters of St. Joseph of Rochester” “Congregation of St. Joseph,” “C.S.J.,” “S.S.J.,” and the “Sisters of St. Joseph.”

17. The Sisters of St. Joseph is a Catholic religious order whose members, employees, and/or agents served various Catholic institutions and families, including Holy Rosary, plaintiff Ronald Kiley, and his family.

18. The members, employees, and/or agents of the Sisters of St. Joseph were generally referred to as sisters and the Sisters of St. Joseph would receive compensation for the services that its agents provided to others, including the services they provided to Holy Rosary.

19. Father Paul Cloonan was an agent of the Sisters of St. Joseph who served Catholic families on behalf of the Sisters of St. Joseph, including plaintiff Ronald Kiley and his family.

20. During the time Father Paul Cloonan served the Sisters of St. Joseph, he used his position as an agent of the Sisters of St. Joseph to groom and to sexually abuse plaintiff Ronald Kiley.

21. To the extent that the Sisters of St. Joseph was a different entity, corporation, or organization during the period of time during which Father Cloonan used his position at Holy Rosary to sexually abuse Ronald, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Sisters of St. Joseph of Rochester.

22. To the extent the Sisters of St. Joseph is a successor to a different entity, corporation, or organization that existed during the period of time when Father Cloonan used his position at Holy Rosary to sexually abuse Ronald, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Sisters of St. Joseph of Rochester.

23. All such Sisters of St. Joseph-related entities, corporations, or organizations are collectively referred to herein as the “Sisters of St. Joseph.”

IV. VENUE

24. Venue is proper because Holy Rosary is a domestic corporation authorized to transact business in New York with its principal office located in Rochester, New York.

25. Venue is proper because Monroe is the county in which a substantial part of the events or omissions giving rise to plaintiff’s claims occurred.

26. The amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

V. STATEMENT OF FACTS

27. At all relevant times Holy Rosary owned a parish, church, and school in Rochester, New York.

28. At all relevant times Holy Rosary held itself out to the public as the owner of Holy Rosary.

29. At all relevant times Holy Rosary employed and/or utilized individuals who served Catholic families, including plaintiff Ronald Kiley and his family.

30. At all relevant times Holy Rosary, through its agents, servants, and employees, managed, maintained, operated, and controlled Holy Rosary, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled Holy Rosary.

31. At all relevant times Holy Rosary was responsible for and did the staffing and hiring at Holy Rosary.

32. At all relevant times Holy Rosary was responsible for and did the recruitment and staffing of the employees, agents, and volunteers at Holy Rosary.

33. At all relevant times Holy Rosary materially benefited from the operation of Holy Rosary, including the services of Father Cloonan and the services of those who managed and supervised Father Cloonan.

34. At all relevant times Father Cloonan was an employee, agent, and/or priest of Holy Rosary.

35. At all relevant times Father Cloonan was on the staff of, was an agent of, and/or served as an employee of Holy Rosary.

36. At all relevant times Father Cloonan was acting in the course and scope of his employment and/or agency with Holy Rosary.

37. At all relevant times the Sisters of St. Joseph provided Holy Rosary with some of its agents to provide services at Holy Rosary.

38. At all relevant times the Sisters of St. Joseph held itself out to the public as the owner and/or operator of Holy Rosary.

39. At all relevant times agents of the Sisters of St. Joseph provided services to Catholic families, including plaintiff Ronald Kiley and his family.

40. At all relevant times the Sisters of St. Joseph, through its agents, managed, maintained, operated, and controlled Holy Rosary, and held out to the public its agents as those who managed, maintained, operated, and controlled Holy Rosary.

41. At all relevant times the Sisters of St. Joseph was responsible for and did the staffing and hiring at Holy Rosary.

42. At all relevant times the Sisters of St. Joseph was responsible for and did the recruitment and staffing of volunteers at Holy Rosary.

43. At all relevant times the Sisters of St. Joseph materially benefited from the operation of Holy Rosary, including the services of Father Cloonan and the services of those who managed and supervised Father Cloonan.

44. At all relevant times Father Cloonan was an agent of the Sisters of St. Joseph at Holy Rosary.

45. At all relevant times Father Cloonan acted as an agent of the Sisters of St. Joseph.

46. At all relevant times Father Cloonan was acting in the course and scope of his agency with the Sisters of St. Joseph.

47. At all relevant times Father Cloonan was an agent of the Sisters of St. Joseph that it assigned to Holy Rosary and/or that it allowed to serve at Holy Rosary.

48. The agents of the Sisters of St. Joseph who provided services to Holy Rosary, including Father Paul Cloonan and those who managed and supervised him, were subject to the authority and control of the Sisters of St. Joseph and Holy Rosary.

49. Holy Rosary derived benefits from the agents of the Sisters of St. Joseph who provided services to Holy Rosary, including Father Paul Cloonan and those who managed and supervised him.

50. At all relevant times Father Cloonan had an office on the premises of Holy Rosary.

51. When plaintiff Ronald Kiley was a minor, he and his parents were members of Holy Rosary, including when Ronald was a parishioner, student, and altar boy of the defendants.

52. Holy Rosary and the Sisters of St. Joseph, through their agents, servants, and employees, held Father Cloonan out to the public, to Ronald, and to his parents, as their agent and/or employee.

53. Holy Rosary and the Sisters of St. Joseph, through their agents, servants, and employees, held Father Cloonan out to the public, to Ronald, and to his parents, as having been vetted, screened, and approved by those defendants.

54. Ronald and his parents reasonably relied upon the acts and representations of Holy Rosary and the Sisters of St. Joseph, through their agents, servants, and employees, and reasonably believed that Father Cloonan was an agent and/or employee of those defendants who was vetted, screened, and approved by those defendants.

55. Ronald and his parents trusted Father Cloonan because Holy Rosary and the Sisters of St. Joseph held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Ronald.

56. Ronald and his parents believed that Holy Rosary and the Sisters of St. Joseph would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Ronald.

57. When Ronald was a minor, Father Cloonan used his position with the defendants to sexually abuse him.

58. Ronald was sexually abused by Father Cloonan when he was approximately 14 years old.

59. The sexual abuse included, but was not limited to, Father Cloonan pinning Ronald on his back and rubbing his genitals and rectum on Ronald's face and chest.

60. Based on the representations of Holy Rosary and the Sisters of St. Joseph that Father Cloonan was safe and trustworthy, Ronald and his parents allowed Ronald to be under the supervision of, and in the care, custody, and control of, Holy Rosary and the Sisters of St. Joseph, including during the times when Ronald was sexually abused by Father Cloonan.

61. Based on the representations of Holy Rosary and the Sisters of St. Joseph that Father Cloonan was safe and trustworthy, Ronald and his parents allowed Ronald to be under the supervision of, and in the care, custody, and control of, Father Cloonan, including during the times when Ronald was sexually abused by Father Cloonan.

62. Neither Ronald nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, Holy Rosary, Sisters of St. Joseph, or Father Cloonan if Holy Rosary or the Sisters of St. Joseph had disclosed to Ronald or his parents that Father Cloonan was not safe and was not trustworthy, and that he in fact posed a danger to Ronald in that Father Cloonan was likely to sexually abuse Ronald.

63. No parent of ordinary prudence in comparable circumstances would have allowed Ronald to be under the supervision of, or in the care, custody, or control of, Holy Rosary, the Sisters of St. Joseph, or Father Cloonan if Holy Rosary or the Sisters of St. Joseph had disclosed to Ronald or his parents that Father Cloonan was not safe and was not trustworthy, and that he in fact posed a danger to Ronald in that Father Cloonan was likely to sexually abuse him.

64. In approximately 1953, Father Cloonan exploited the trust and authority vested in him by the defendants by grooming Ronald to gain his trust and to obtain control over him as part of Father Cloonan's plan to sexually molest and abuse Ronald and other children.

65. Father Cloonan used his position of trust and authority as an employee and/or agent of Holy Rosary and of the Sisters of St. Joseph to groom Ronald and to sexually abuse him,

including when Ronald was under the supervision of, and in the care, custody, or control of, Holy Rosary, the Sisters of St. Joseph, and Father Cloonan.

66. The sexual abuse of Ronald by Father Cloonan occurred at Holy Rosary, including in the rectory of Holy Rosary Church.

67. Father Cloonan's sexual abuse of Ronald occurred during activities that were sponsored by, or were a direct result of activities sponsored by, Holy Rosary and the Sisters of St. Joseph, including after Sodality club for teenagers at Holy Rosary Church. During such activities the defendants had care, custody, or control of Ronald.

68. At all relevant times the defendants, through their agents, servants, and employees, knew or should have known that Father Cloonan was a known sexual abuser of children.

69. At all relevant times it was reasonably foreseeable to the defendants, through their agents, servants, and employees, that Father Cloonan's sexual abuse of children would likely result in injury to others, including the sexual abuse of Ronald and other children by Father Cloonan.

70. The defendants, through their agents, servants, and employees, knew or should have known that Father Cloonan was sexually abusing Ronald and other children at Holy Rosary and elsewhere.

71. The defendants, through their agents, servants, and employees, knew or should have known before and during Father Cloonan's sexual abuse of Ronald that priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and/or other persons serving the Catholic Church, including individuals who served Holy Rosary and/or the Sisters of St. Joseph, had used their positions with those defendants to groom and to sexually abuse children.

72. The defendants, through their agents, servants, and employees, knew or should have known before and during Father Cloonan's sexual abuse of Ronald that such priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and/or other persons could not be "cured" through treatment or counseling.

73. The defendants, through their agents, servants, and employees, concealed the sexual abuse of children by Father Cloonan in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Cloonan would continue to molest children.

74. The defendants, through their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Cloonan would use his position with the defendants to sexually abuse children, including Ronald.

75. The defendants, through their agents, servants, and employees, disregarded their knowledge that Father Cloonan would use his position with them to sexually abuse children, including Ronald.

76. The defendants, through their agents, servants, and employees, acted in concert with each other or with Father Cloonan to conceal the danger that Father Cloonan posed to children, including Ronald, so that Father Cloonan could continue serving them despite their knowledge of that danger.

77. The defendants, through their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Ronald, and he did in fact suffer

severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

78. The defendants, through their agents, servants, and employees, concealed the sexual abuse of children by priests and others in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those priests and other persons would continue to molest children.

79. By reason of the wrongful acts of each of the defendants as detailed herein, Ronald sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Ronald has and/or will become obligated to expend sums of money for treatment.

VI. CAUSES OF ACTION

A. FIRST CAUSE OF ACTION – NEGLIGENCE

80. Plaintiff Ronald Kiley repeats and re-alleges all of his allegations above and below.

81. Each defendant had a duty to take reasonable steps to protect plaintiff Ronald Kiley, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control, including when Father Cloonan sexually abused him.

82. Each defendant also had a duty to take reasonable steps to prevent Father Cloonan from using the tasks, premises, and instrumentalities of his position with them to target, groom, and sexually abuse children, including Ronald.

83. These circumstances created a special relationship between each defendant and Ronald that imposed on each of them a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

84. Each defendant breached the foregoing duties by failing to exercise reasonable care to prevent Father Cloonan from using his position with the defendants to sexually abuse Ronald when he was in their care, custody, or control.

85. In breaching their duties, including hiring, retaining, and failing to supervise Father Cloonan, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Ronald, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Ronald and other children who were under their supervision and in their care, custody, and control, each defendant created a risk that Ronald would be sexually abused by Father Cloonan. Each defendant through its actions and inactions created an environment that placed Ronald in danger of unreasonable risks of harm under the circumstances.

86. In breaching their duties, including hiring, retaining, and failing to supervise Father Cloonan, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Ronald, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Ronald and other children who were under their supervision and in their care, custody, and control, each defendant acted willfully and with conscious disregard for the need to protect Ronald. Each defendant through

their actions and inactions created an environment that placed Ronald in danger of unreasonable risks of harm under the circumstances.

87. It was reasonably foreseeable that each defendant's breach of these duties of care would result in the sexual abuse of Ronald.

88. As a direct and proximate result of the acts and omissions of each defendant, Father Cloonan groomed and sexually abused Ronald, which has caused Ronald to suffer general and special damages as more fully described herein.

B. SECOND CAUSE OF ACTION – OUTRAGE AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

89. Plaintiff Ronald Kiley repeats and re-alleges all of his allegations above and below.

90. Each defendant engaged in reckless, extreme, and outrageous conduct by providing Father Cloonan with access to children, including plaintiff Ronald Kiley, despite knowing that he would likely use his position to groom and to sexually abuse them, including Ronald. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

91. As a result of this reckless, extreme, and outrageous conduct, Father Cloonan gained access to Ronald and sexually abused him.

92. Each defendant knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Ronald did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

VII. CPLR 1603 – NO APPORTIONMENT OF LIABILITY

93. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

VIII. PRAYER FOR RELIEF

94. Plaintiff Ronald Kiley demands judgment against the defendants named in his causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

95. Plaintiff specifically reserves the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: May 26, 2020

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