UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

OLIVER ORTOLANI, Plaintiff, v. **COMMUNITY OF JESUS, INC., ARTS EMPOWERING LIFE, INC., PERFORMING ARTS BUILDING FOUNDATION, INC.,** Defendants.	Civil Case No.: 1:25-cv-12005-LTS **LEAVE TO FILE GRANTED ON NOVEMBER 18, 2025 (ECF No. 12)**

DEFENDANTS' CONSOLIDATED MEMORANDUM OF LAW IN SUPPORT OF THEIR INDIVIDUAL MOTIONS TO DISMISS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

I. INTRODUCTION

The Defendants, the Community of Jesus, Inc. (the "Church"), Arts Empowering Life, Inc. ("AEL"), and the Performing Arts Building Foundation ("PABF") (collectively, the "Charitable Organizations" or the "Defendants") submit this consolidated memorandum of law in support of their individual Motions to Dismiss Plaintiff's Complaint. Plaintiff's Complaint abjectly fails to comply with black-letter pleading requirements in multiple respects and on multiple levels, disregarding multiple lines of legal authority requiring that complaints be dismissed for failure to actually plead facts identifying how it is that Defendants are supposedly liable. For instance, Plaintiff, Oliver Ortolani ("Plaintiff" or "Oliver") fails to identify a single individual that did anything to him, what relationship that unidentified individual had with any of the Defendants, or how any unidentified individual did things that make any of the Defendants liable, let alone make all of them liable. Plaintiff disregards for good measure the substantive case law dismissing the very claims he brings for failure to satisfy those claims' requirements.

Perhaps most glaringly, of course, Plaintiff disregards four (4) separate agreements executed by his parents volunteering him for the activities he now accuses the Defendants of "knowingly" "forcing" him to engage in, agreements which conclusively preclude him from stating a claim that the Defendants "forced" or "coerced" him to engage in these activities, or that the Defendants somehow "knew" that he was being "forced" to engage in these activities. Because these agreements signed by his parents are referenced in his Complaint (even though he does not attach them to his Complaint), they are deemed part of the Complaint for purposes of this Rule 12(b)(6) motion. See, e.g., Pension Tr. v. J. Jill, Inc., 360 F. Supp. 3d 17, 22 n.1 (D. Mass. 2018) (where complaint quoted from documents, they were deemed before the Court for 12(b)(6) purposes); Perry v. New England Bus. Serv., Inc., 2002 WL 31399132, at *1 n.2 (D. Mass. Oct. 22, 2002) ("Although plaintiff did not attach a copy of the plan document to her amended

complaint, it is entirely proper for this Court to consider the policy without converting this [Rule 12(b)] proceeding into a motion for summary judgment."). See also Yacubian v. United States, 750 F.3d 100, 108 (1st Cir. 2014) ("[I]t is a well-settled rule that when a written instrument contradicts allegations in the complaint to which it is attached, the exhibit trumps the allegations.").

Notably, in a Complaint that conclusorily lumps all of the "Defendants" together and accuses them collectively of "trafficking" him, Plaintiff does not identify a single human being who mistreated him, who "trafficked" him, who did anything to him, or who even interacted with him. He does not identify any relationship between any such unidentified individual and any of the Defendants. He does not identify how it is that any relationship between any such unidentified individual and any of the Defendants renders that Defendant liable for that unidentified individual's conduct, much less how it is that any such unidentified relationship between any unidentified individual and any of the Defendants makes all of the Defendants liable.

Plaintiff also does not allege that any of the Defendants are alter egos of one another. Indeed, he cannot, and does not, allege the facts that under well-settled law he would have to allege in order to plead that any of them were alter egos of one another. He also does not allege that any individual was an employee or an agent of any of the Defendants. He does not allege that any of the Defendants own, lease, or had some form of control over the site on which he claims he was "trafficked." He fails to allege that he was not free to stay home any day he wanted to stay home, or any day that his parents wanted him to stay home. And, indeed, he admits that on the days he did go to the site, he later went home.

Remarkably, Plaintiff accuses the Charitable Organizations of "forcing" and "coercing" him to do volunteer work on the site and of "knowing" that he was being "trafficked," speeding by the elephant in the room in a manner which raises legitimate Rule 11 issues: his parents

executed no less than four (4) separate waivers, acknowledgments, and indemnities (the "Agreements") expressly stating that they wanted him to participate in the volunteer activities he claims constituted "trafficking." These Agreements, expressly referencing Plaintiff, preclude any claim that his participation in these activities was "forced" or "coerced" by the Defendants, or that they "knew" that he was "forced" or "coerced" to engage in these activities. As the Agreements trump his conclusory allegation that he was "forced" to volunteer on the site by the Defendants or that they can be charged with "knowing" that he was being "forced" to volunteer; see Yacubian, 750 F.3d at 108; the Complaint must be dismissed. Finally, the substantive case law governing Plaintiff's claims when applied to the allegations of the Complaint requires dismissal.

II. SUMMARY OF PLAINTIFF'S ALLEGATIONS[1]

The following summarizes Plaintiff's allegations as pleaded,[2] and includes the Agreements executed by David and Ellen Ortolani with AEL and PABF, only one of which Plaintiff quotes partially in Paragraph 68 of the Complaint.

The Church is a non-profit charitable organization located in Orleans, Massachusetts. See Complaint ("Compl.") ¶ 11. Plaintiff dedicates a significant portion of his Complaint to allegations about the Church's supposed religious "principles" and "practices." Id. ¶¶ 35-55. AEL and PABF are also non-profit charitable organizations. Id. ¶¶ 12-13. AEL hosts artistic performances and retreats; from time to time these include performances by Church-associated performers. Id. ¶¶ 23-24. PABF was formed as a supporting organization of AEL, with its mission to support AEL's educational and charitable activities. Id. ¶ 28.

[1] Plaintiff's Complaint has nine counts. Counts I–VI purport to state claims under the Trafficking Victims Protection Reauthorization Act ("TVPRA"). Count VII is for an alleged violation of Mass. Gen. Laws c. 265, § 51 for "forced services." Count VIII purports to allege a claim under the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"). Count IX is for unjust enrichment.

[2] By summarizing Plaintiff's allegations, of course, the Charitable Organizations do not adopt them.

The filings of the Church, AEL, and PABF with the Massachusetts Secretary of the Commonwealth are public records, and the Court may take judicial notice of them. The Business Entity Summaries for the Church, AEL, and PABF that are available through the Secretary of the Commonwealth's website are attached to the Declaration of Jeffrey S. Robbins ("Robbins Decl.") as Exhibit 1. The officers and directors of the Church are entirely distinct from the officers and directors of AEL and PABF. As noted, Plaintiff does not allege that any of the Defendants are alter egos of one another, that one is the "agent" of the other, that they disregard the corporate form, intermingle funds, or otherwise engage in any of the conduct vis-à-vis one another of the kind enumerated in My Bread Baking Co. v. Cumberland Farms, Inc., 353 Mass. 614 (1968).

PABF's main purpose after it was formed in 2020 was to build a new performing arts center in Brewster (the "Arts Center"), which adjoins Orleans. Compl. ¶¶ 26, 28-29. As noted, Plaintiff does not allege that any of the Defendants own, lease or sublease the property, or that they hold any mortgage to it. Plaintiff alleges that "upon information and belief, AEL and PAB[F] [not the Church] were responsible for obtaining the land and loans for the building. . . ." Id. ¶ 63 (emphasis added). Plaintiff does not allege that either AEL or PABF actually did obtain the land, or that they actually did obtain financing. As for the Church, Plaintiff alleges that unnamed Church "Leadership" "was largely responsible for providing the person-power for the project because it knew that it could compel its children to work for free." Id.

In conclusory fashion, though they do not identify the names of any "conspirators" or plead any facts about an "agreement" among any of the Defendants of any kind, Plaintiff alleges that the Defendants engaged in a "scheme" to build the Arts Center through "children forced to labor without pay." Id. ¶¶ 2, 61-62. He does not identify any individual who engaged in this "scheme," or identify what the role of any individual was in it, or any specific actions any individual

undertook in furtherance of the scheme, or any relationship between the unidentified person and any of the Defendants. Instead, and as further detailed below, Plaintiff lumps the "Defendants" together without pleading any fact about what any named individual did in furtherance of any scheme, or what position they held or actions they took that could make any of the Defendants liable. Id. ¶¶ 2-3, 5-7, 61, 65-66, 74, 76, 84, 87-88, 93-94, 97, 101-102, 108-109, 113-116, 119-122, 125-126, 129-32, 135-37, 141-145, 148, 151-153, 156-159, 162-170.

Plaintiff, who lived with his parents in the next town over from where the Arts Center is located, alleges that the Defendants "trafficked" him to the Arts Center for the purpose of forcing him to engage in volunteer labor.[3] Id. ¶¶ 64, 130. In 2019, according to Plaintiff, "the [Church] leadership, AEL and PAB[F] launched their forced labor scheme," in the form of a summer program whereby he was "made to participate in renovating and repairing AEL's storage and practice facilities, among other projects." Id. ¶ 64. According to Plaintiff, "[t]he summer program was so successful that the [Church] Leadership extended it, first into fall 2019 and then into 2020." Id. ¶ 67. Then, in an implicit admission that his parents wanted him to participate in the program, Plaintiff alleges that his "parents had to sign a waiver with PAB[F] to participate."[4] Id. ¶ 68. Plaintiff then quotes one portion of what he calls a "waiver" signed by "parents" of boys, without stating that his parents signed four Agreements with both AEL and PABF that were considerably more than mere "waivers." Id. Here is the quoted excerpt from one of the Agreements which Oliver's parents executed:

> I want my child to participate in the construction of the new performing arts facility for the Foundation ("Activities") at the construction site at 36

[3] Plaintiff alleges that the Arts Center was "far away" from where he lived. Compl. ¶ 70. The Court may take judicial notice that he lived the next town over. See Pazol v. Tough Mudder, Inc., 819 F.3d 548, 550 n.1 (1st Cir. 2016) (judicial notice of the distance between two towns in the context of a motion to dismiss).

[4] This, of course, is another way of saying that his parents could have declined to enroll him in the program, but decided that they wanted him to participate.

> Southern Eagle Cartway, Brewster, MA ("Site"). I understand the construction will involve power tools, ladders, hydraulic equipment, earth moving equipment, cranes and other construction materials, and other danger . . . I understand that this is on a volunteer basis and that there will be no payment for services.

Id.

In fact, however, Plaintiff's parents entered into four (4) Agreements (three with AEL and one with PABF) on four different dates in 2019, 2020, and 2021, expressly stating that they were signing Oliver up for volunteer work and a variety of activities at the site, including construction of the Arts Center, that they understood there would be physical labor involved as well as other physical activities, that they wanted their son to participate in these activities, including those involving tools, and that they, Oliver's parents, desired that Oliver participate in these volunteer programs so much that they agreed to indemnify AEL and PABF in connection with the volunteer activities in which they had enrolled him. These Agreements, attached to the Declaration of Jeffrey S. Robbins as Exhibits 2–5, are properly before the Court on this Rule 12(b)(6) Motion because Plaintiff himself has referenced them, albeit only by quoting from an excerpt of one of them.[5] They are as follows:

The August 8, 2019 "Release, Indemnity and Assumption of Risk" Executed By David Ortolani In Favor Of AEL (*Exhibit 2 to the Robbins Declaration*)

On August 8, 2019, David Ortolani, Oliver's father, executed a "Release, Indemnity and Assumption of Risk" agreement with AEL expressly referencing Oliver. It stated in pertinent part:

[5] See Austin v. Ken's Foods, Inc., 772 F. Supp. 3d 163, 171 n.2 (D. Mass. 2025) (granting motion to dismiss; "Plaintiff did not include the CBA [Collective Bargaining Agreement] as an exhibit to the complaint; however, [t]he interrelationship of the state claims and a CBA cannot be avoided merely by refusing to identify the CBA in the complaint . . . . Additionally, the Court considers the CBA as it is incorporated by reference to Plaintiffs' claims in the complaint."); Lalonde v. Mass. Mut. Ins. Co., 728 F. Supp. 3d 141, 147 n.3 (D. Mass. 2024) (granting motion to dismiss based upon settlement agreement not attached to complaint; "The court may properly consider the terms of the Gordan settlement agreement because it is 'fairly incorporated within' the complaint.") (citation omitted).

> I want my child to participate in the activities of AEL including but not limited to . . . physical training, and assisting in construction of sets and props, and in general the construction, renovation and repair of AEL storage and practice facilities ("Activities"). I understand that the activities are active and physically demanding, and by nature, dangerous, and could result in injury.
>
> I have consulted with, and obtained permission from, my child's physician before participation, and before signing this document. I understand that my child is permitted to participate in the Activities at various locations (the "Facilities") and to borrow and use certain equipment in the Facilities on the condition that I assume all responsibility for all risk of injury while my child is on or about the Facilities, or participating in the Activities.
>
> I have read and fully understand this Agreement. I assume the risk of injury, and fully release and discharge AEL and the owners and lessors of the Facilities (including their employees, agents, volunteers, and representatives), from any and all claims . . . resulting from or arising out of Activities, or use of the Facilities.

The December 13, 2019 "Release, Indemnity and Assumption of Risk (Minor)" Executed By Ellen Ortolani With AEL (*Exhibit 3 to the Robbins Declaration*)

On December 13, 2019, Oliver's mother, Ellen Ortolani, executed a "Release, Indemnity and Assumption of Risk (Minor)" with AEL, expressly referencing Oliver, stating:

> I want my child to participate in the construction of the new performing arts facility for AEL ("Activities"). I understand that construction will involve power tools, ladders, hydraulic equipment, moving vehicles and other danger, is and could result in injury.
>
> I understand that this is on a volunteer basis and that there will be no payment for services. . . .
>
> I have consulted with, and obtained permission from, my child's physician before participation, and before signing this document. I understand that my child is permitted to participate in the Activities and to borrow and use certain tools and equipment on the condition that I assume all responsibility for all risk of injury while my child is participating in the Activities.

The October 4, 2020 "Release, Indemnity and Assumption of Risk (Minor)" Executed By David Ortolani With PABF (*Exhibit 4 to the Robbins Declaration*)

On October 4, 2020, David Ortolani executed a "Release, Indemnity and Assumption of Risk (Minor)" with PABF, expressly referencing his son Oliver. It stated in pertinent part:

> I want my child to participate in the construction of the new performing arts facility for the Foundation ("Activities") at the construction site at 36 Southern Eagle Cartway, Brewster, MA ("Site"). I understand the construction will involve power tools, ladders, hydraulic equipment, earth moving equipment, cranes and other construction materials, and other danger, and could result in injury.
>
> I understand that this is on a volunteer basis and that there will be no payment for services. . . .
>
> I have consulted with, and obtained permission from, my child's physician before participation, and before signing this document. I understand that my child is permitted to participate in the Activities and to borrow and use certain tools and equipment on the condition that I assume all responsibility for all risk of injury while my child is participating in the Activities.
>
> I understand that the Site is part of a larger property . . . and that while my child is on or near the Site, it is for volunteer purposes for the Foundation, and not for any other charity, tenant, business or occupant. . . .

The February 28, 2021 "Release, Indemnity and Assumption of Risk" Executed By David Ortolani In Favor Of AEL (*Exhibit 5 to the Robbins Declaration*)

On February 28, 2021, David Ortolani executed a "Release, Indemnity and Assumption of Risk" agreement with AEL, expressly referencing Oliver. It stated in pertinent part:

> I want my child, *Oliver Ortolani*, to participate in the activities ("Activities") sponsored by AEL. I understand that, as part of these Activities, he or she will be taking part in many programs, including, but not limited to the following: . . . physically demanding activities. I understand that some of these Activities, by their nature, could result in injury.
>
> I have consulted with, and obtained permission, from my child's physician before participation, and before signing this document. I understand that my child is permitted to participate in the Activities and to borrow and use certain tools and equipment on the condition that I assume all responsibility for all risk of injury while my child is participating in the Activities.

. . . .

> I understand that in permitting my child to participate in the Activities and use AEL equipment, AEL is relying on the truth and accuracy of the statements, promises, and agreements made by me in this Agreement.

Plaintiff alleges that the site was a "commercial construction" site and, as such, subject to regular government inspections. Compl. ¶ 98. However, he alleges that on the occasion of such inspections "the adults on the site would hide plaintiff and the other boys away or remove them entirely so that the inspectors would not see a worksite full of children." Id. ¶ 99. As with his other allegations, he does not identify any of the "adults on the site" who allegedly did this, what relationship if any such unidentified adults had with any of the Defendants, or how the alleged actions of the "adults on the site" can be imputed to any, much less all, of the Defendants.

He alleges that he was "awakened daily between 4:30 and 5:00 a.m.," presumably by his parents. Id. ¶ 72. He alleges that some days he was "made" to do 2 1/2 hours of "exercise," while on other days he was brought to the site first thing in the morning. Id. He alleges that "the adults from the Community" would conduct what he calls "Light Session[s]," in which questions were asked about what they thought and how they felt, but he does not (1) allege that he was involved in any such session, or (2) identify who the "adults from the Community" were. Id. ¶ 73. Plaintiff alleges that he was allowed only a 20 minute lunch break. He "went hungry" "most days" because he was not given enough time to eat. Id. ¶ 75.

He alleges that he would often be too tired from the manual labor, which he describes as "grueling," to eat his dinner when he got home to his parents at night. Id. ¶ 76. He alleges that he was "required to be completely obedient to the Community members running the worksite." Id. ¶ 77. He alleges that one hot July day he was made to run laps in uncomfortable boots for 4 hours because "one of the boys' overseers" thought he or others were responsible for leaving a tool out.

Id. ¶ 79. He does not identify the "overseer" who he alleges made him do this, or what that person's relationship, if any, was with any of the Defendants.

He alleges that "talking back" to adults "was not tolerated." Id. ¶ 80. He alleges that his older brother once had his hat taken off and thrown aside by "a Community member," who started fighting with Plaintiff's brother. Id. ¶ 81. The "Community member" is not identified, and whether that individual was an adult or another child is also not stated. Other than the person being a member of the Church, nothing about any relationship with any of the Defendants is identified – and Plaintiff does not allege that it happened to him. See also id. ¶¶ 83-84 (allegations that Plaintiff's brother was not permitted to participate any longer).

III. PLAINTIFF'S SHOTGUN PLEADING DOES NOT IDENTIFY ANY INDIVIDUAL WHO ENGAGED IN WRONGFUL CONDUCT, WHAT RELATIONSHIP IF ANY THAT UNIDENTIFIED INDIVIDUAL HAD WITH ANY OF THE DEFENDANTS, OR HOW THAT UNIDENTIFIED INDIVIDUAL'S RELATIONSHIP WITH ANY OF THE DEFENDANTS RENDERS ANY OF THEM LIABLE

Plaintiff extensively uses the phrase "the Defendants" without specifying the defendant, or what each individual did that he is accusing "Defendants" of doing, or what relationship any such individual had with any of the "Defendants." In obvious fashion, the Complaint fails at the threshold to identify individuals that committed a wrongful act, to plead facts that purport to establish any relationship between that unidentified individual and any of the Defendants, or to plead facts which state any such unspecified relationship between that unidentified individual and any of the named Defendants makes any of the Defendants liable. Far less does he plead facts demonstrating how any acts of an unidentified individual and an unspecified relationship with any of the Defendants makes all of the Defendants liable. Instead, Plaintiff hopes that the Court will ignore his plain failure to meet these threshold requirements, and permit him to avoid dismissal even though his Complaint largely consists of conclusory, indistinct references to the "Defendants," and scattered references to unidentified Church "members." Not only would

membership in a Church not make AEL or PABF liable for that "Church member's" acts, but it is established that the claim that some unidentified individual is a member of the Community of Jesus most assuredly does not make the Community of Jesus liable for his or her acts. See Petrell v. Shaw, 453 Mass. 377, 383 (2009) (affirming summary judgment in favor of church; "[A]ny alleged relationship between the plaintiff and each of the diocese, Shaw, and Cederholm was based on no more than their shared religious affiliation and her role as a parishioner in a parish within the diocese. However consequential that may be in a religious context, it provides no basis to support liability in a civil context.").

At the threshold, to comply with Fed. R. Civ. P. 8(a), a plaintiff cannot simply "lump" defendants together, avoiding pleading facts which plausibly demonstrate that each individual defendant is liable for specified alleged conduct. See, e.g., Bagheri v. Galligan, 160 F. Appx. 4, 5 (1st Cir. 2005) (upholding dismissal where the complaint did not "state clearly which defendant or defendants committed each of the alleged wrongful acts"). A complaint "must be sufficiently clear to put the defendants on notice as to 'who did what to whom, when, where and why.'" Zond, Inc. v. Fujitsu Semiconductor Ltd., 990 F. Supp. 2d 50, 53 (D. Mass. 2014) (citation omitted).

Here, Plaintiff simply violates the rule against "shotgun" pleadings by filing a Complaint that patently lumps all three entities together (1) without making specific factual allegations as to what each defendant's actual conduct was, or setting forth facts demonstrating how the Defendants are liable to him; (2) conclusorily treating all three Defendants as somehow the same without claiming that they are "alter egos;" and (3) failing to identify a simple individual who engaged in wrongful conduct, what that individual's relationship with any of the Defendants was, and how any such relationship rendered any defendant liable. See A.D. v. Cavalier Mergersub LP, 2023 WL 2021673, at *2–3 (M.D. Fla. Feb. 15, 2023) (dismissing trafficking complaint as an

"impermissible shotgun pleading," as court was "unable to determine what acts or omissions impute liability to each Defendant under TVPRA"); Bucco v. W. Iowa Tech Cmty. Coll., 555 F. Supp. 3d 628, 642 (N.D. Iowa 2021) (dismissing TVPRA claims; "Without details as to who did what, I cannot determine whether the allegations are sufficient to state a TVPRA claim against each defendant.").

A. Plaintiff Simply Lumps The "Defendants" Together Without Pleading Actual Facts Setting Forth How And Why They Are Liable To Him

Of the Complaint's 171 paragraphs, over 50 simply lump the "Defendants" together in conclusory fashion, failing to allege any facts stating who, exactly, purportedly did what, and what each defendant purportedly did to implement a "forced child labor scheme." Compl. ¶¶ 2, 3, 5-7, 61, 65, 66, 74, 76, 84, 87, 88, 93, 94, 97, 101, 102, 108, 109, 113-116, 119-122, 125-126, 141-145, 148, 151-153, 156-159, 162-170. The Complaint is otherwise replete with the passive voice that "something was done" or "some condition existed" and relies on "information and belief," leaving it unclear who Plaintiff alleges engaged in any conduct, let alone what conduct. Id. ¶¶ 6, 20, 22, 23, 25, 26, 38-44, 46, 48, 54, 55, 63, 72, 73, 74-79, 83, 96.

Still other paragraphs simply make general allegations about the purported "history," or "culture," or "religious practices" of the Church, seemingly intended to blacken the Church in the eyes of the Court but otherwise of no effect in saving a deficient pleading. See Compl. ¶¶ 17-22, 31-55. Still other paragraphs allege that "the children" or "the boys" experienced things, but stop short of actually alleging that Plaintiff experienced them. See Id. ¶¶ 3-4, 47, 49-50, 64, 66, 68-69, 71, 74-77, 79, 88, 92-93, 96-97, 101-102, 104. The intent appears to be to obscure what is nonetheless obvious: that Plaintiff's allegations fall far short of what this Court requires to survive Rule 12(b)(6). See Bagheri, 160 F. Appx. at 5 (dismissal upheld where complaint failed to "state clearly which defendant or defendants committed each of the alleged wrongful acts"); Fruzzetti v.

Easton Police Officers, 2024 WL 841416, at *5 (D. Mass. Feb. 28, 2024) (dismissing claims against certain defendants because "after removing labels and conclusory statements, there are no allegations relating to specific conduct by any of the [defendants]"); Liberty Mut. Ins. Co. v. Aftermath Servs. LLC, 2023 WL 5435878, at *4 (D. Mass. Aug. 23, 2023) (dismissing claims when the complaint "[did] not identify specific conduct committed by specific Individual Defendants," instead merely alleging generally that all individual defendants engaged "in all alleged conduct"); Canales v. Gatzunis, 979 F. Supp. 2d 164, 172 (D. Mass. 2013) (plaintiff failed to allege "anything more specific than general factual allegations purportedly applicable to all [d]efendants"); Sires v. Hefferman, 2011 WL 2516093, at *5 (D. Mass. June 21, 2011) (dismissing complaint; "[A] plaintiff cannot 'lump' defendants together when it cannot be reasonably inferred that all of the defendants were involved in the alleged misconduct, or it is otherwise not clear to which defendant or defendants the plaintiff is referring.").

B. Plaintiff Cannot, And Does Not, Allege That The "Defendants" Are Alter Egos

Plaintiff's attempt to survive dismissal by conclusorily "lumping" the "Defendants" together, or by patently failing to identify how it is that an unidentified individual's conduct makes any defendant liable, let alone all of them, is the more glaring where he does not even allege that any of the Defendants are alter egos of any other Defendant. Nor could he make such an allegation.

The three Defendants are distinct Massachusetts corporations. Plaintiff does not allege otherwise, and the Court may take judicial notice of that fact. See In re Ramos, 2020 WL 5240382, at *2 n.6 (Bankr. D. Mass. Sept. 2, 2020) (taking judicial notice of a limited liability company's corporate filings in the Massachusetts Corporate Database and corporate address contained therein); Avila Inv., LLC v. Rambo, 2021 WL 3292511, at *1 n.1 (Mass. Super. Ct. June 7, 2021) (taking judicial notice, "from the Secretary of the Commonwealth's publicly-available corporate database," of a corporation's registration and annual report). In Massachusetts, corporations "are

presumed to be separate and distinct entities" and the standard for piercing the corporate veil "is a demanding one." Medici v. Lifespan Corp., 239 F. Supp. 3d 355, 372 (D. Mass. 2017) (citations and internal quotations omitted). Indeed, Massachusetts courts are "somewhat more 'strict' than other jurisdictions in respecting the separate entities of different corporations." Birbara v. Locke, 99 F.3d 1233, 1238 (1st Cir. 1996) (citations omitted).

Since Plaintiff does not even allege that the Defendants are alter egos of one another, it should be unnecessary to point out that he does not allege this existence of the facts that would be necessary to consider had he done so. These are well known:

> (1) common ownership; (2) pervasive control; (3) confused intermingling of business assets; (4) thin capitalization; nonobservance of corporate formalities; (6) absence of corporate records; (7) no payment of dividends; (8) insolvency at the time of the litigated transaction; (9) siphoning away of corporation's funds by dominant shareholder; (10) nonfunctioning of officers and directors; (11) use of the corporation for transactions of the dominant shareholders; and (12) use of the corporation in promoting fraud.

Attorney Gen. v. M.C.K., Inc., 432 Mass. 546, 555 n.19 (2000) (citing Pepsi–Cola Metro. Bottling Co. v. Checkers, Inc., 754 F.2d 10, 14–16 (1st Cir. 1985); see also TechTarget, Inc. v. Spark Design, LLC, 746 F. Supp. 2d 353, 356 (D. Mass. 2010).

Here, Plaintiff not only does not allege that any of the Defendants are alter egos of one another, but he does not even pay lip service to making factual allegations that could support such a theory even if he had invoked it. He alleges generally that "Community leadership" "created" AEL, that AEL "hosts" performances of Church-related arts organizations, that there are Church members who are on PABF's board, that AEL and PABF "share" common leadership, and that "AEL is the controlling entity of PAB." Notably, he does not even allege that any of the Church's officers or directors are officers or directors of AEL or PABF and the Court can take judicial notice of the fact that far from all of the Church's officers and directors overlapping with AEL or PABF,

none of them overlap with those two Defendants. See Exhibit 1 to the Robbins Decl. And Plaintiff's allegations would in any event fall far, far short of setting forth that which would be necessary to establish that any of the Defendants are alter egos. See Birbara, 99 F.3d at 1240 ("Mere overlapping of boards does not meet the test of 'active and direct participation by the representatives of one corporation, apparently exercising some form of pervasive control.'") (citation omitted); Scott v. NG U.S. 1, Inc., 450 Mass. 760, 767–68 (2008) ("[E]ven pervasive control, without more, is not a sufficient basis for a court to ignore corporate formalities."); Fisher v. Kadant, Inc., 2008 WL 11389384, at *4 (D. Mass. Nov. 19, 2008) (Dismissal where "the only piercing factors implicated by the Complaint [were] common ownership, undercapitalization, and insolvency, which fall far short of the 'gross inequity' required under Massachusetts law. Plaintiffs' conclusory allegations that [one corporate entity] controlled [another corporate entity] are simply not enough to survive a motion to dismiss").

Here, Plaintiff not only does not allege that the Defendants are alter egos of one another; he does not plead the existence of any of the My Bread factors apart from alleging (demonstrably incorrectly) that there are members of the Church who sit on the board of PABF and making the general allegation that AEL and PABF share "common leadership" of an unspecified nature. For this additional reason, Plaintiff's resort to incanting the phrase the "Defendants" and his pervasive failure to show how the alleged actions of unidentified individuals with unidentified relationships to any of the Defendants render the "Defendants" liable requires dismissal.

C. Alleging That There Was Wrongful Conduct By Unidentified "Adults" Or Unidentified Members Of A Church Cannot Save This Complaint

Finally, as stated above, Plaintiff relies entirely on allegations that unidentified individuals with unspecified relationships with unspecified Defendants. He gets no further than alleging that they were "adults," or "inexperienced adults," or "adults in the Community," or "Community

members." Compl. ¶¶ 70, 71, 73, 76, 77, 79, 81, 83-85, 92. The latter two formulations do nothing more than allege that the "individuals" were members of a religious community, an impermissible attempt to generate guilt by religious association.

First, nowhere in the Complaint does Plaintiff allege that any of these unidentified "individuals" were employees or agents of any of the Defendants, let alone all of them. Nowhere does he allege that they were acting within the scope of any "authority." Nowhere does he allege a theory of vicarious liability. Nowhere does he allege that any of the Defendants knew of any of the purported misconduct by any of the unidentified individuals. All of these obvious failures of pleading mandate the Complaint's dismissal for reasons in addition to those already stated.

There is another reason why Plaintiff's resort to alleging that unnamed individuals who were supposedly members of a church could not make even the Church, let alone AEL and PABF, liable to Plaintiff. The Supreme Judicial Court has held that a church or synagogue or other religious institution cannot be held liable for the conduct of a member of that church, synagogue or religious institution simply because of the shared religious affiliation of that member with others. Petrell, 453 Mass. at 383 (affirming summary judgment for church diocese; "[A]ny alleged relationship between the plaintiff and each of the diocese, Shaw and Cederhold was based on no more than their shared religious affiliation and her role as a parishioner in a parish within the diocese. However, consequential that may be in a religious context, it provides no basis to support liability in a civil context."); Doe v. Corp. Of President of Church Of Jesus Christ of Latter Day Saints, 2012 WL 1080445, at *4 (Mass. App. Ct. April 3, 2012) (Rule 1:28) (affirming summary judgment for church on claims brought by a minor member sexually abused by another member who was serving as a volunteer babysitter at church event). Plaintiff does nothing more than allege

conclusorily that unidentified individuals were members of the Church. This does not come close to stating a claim against even the Church, let alone the other Defendants.

In sum, Plaintiff's "shotgun" pleading, in which the "Defendants" are lumped together, no individual is identified as having committed wrongdoing and there is no identification of any factual basis for holding any defendant liable for that unidentified individual's wrongdoing, requires dismissal. See Cavalier, 2023 WL 2021673, at *2–3 (dismissing TVPRA claim as "impermissible shotgun pleading," where court "was unable to determine what acts or omissions impute liability to each Defendant under TVPRA"); Bucco, 555 F. Supp. 3d at 642 (dismissing TVPRA claims; "Without details as to who did what, I cannot determine whether the allegations are sufficient to state a TVPRA claim against each defendant.").

IV. ALL OF PLAINTIFF'S TVPRA CLAIMS FAIL AS A MATTER OF THE SUBSTANTIVE LAW GOVERNING CLAIMS BROUGHT UNDER TVPRA

Quite apart from the flagrant failure of Plaintiff to comply with well-established pleading requirements, the Complaint must be dismissed on the basis of the substantive law governing the claims he is bringing. All of Plaintiff's TVPRA claims (Counts I–VI) are predicated on alleged violations of 18 U.S.C. § 1589. Section 1589, titled "**Forced Labor**," forbids anyone from "knowingly provid[ing] or obtain[ing] the labor or services of a person by any one of, or by any combination of, the following means—

> (1) by means of force, threats of force, physical restraint, or threats of physical restraint to that person or another person;
> (2) by means of serious harm or threats of serious harm to that person or another person; . . . .
> (4) by means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint."

18 U.S.C. § 1589(a).[6] Section 1595 provides in relevant part:

> An individual who is a victim of a violation of this chapter may bring a civil action against the perpetrator (or whoever knowingly benefits, or attempts or conspires to benefit, financially or by receiving anything of value from participation in a venture which that person knew or should have known has engaged in an act in violation of this chapter) . . . .

18 U.S.C. § 1595(a) (emphasis added). Thus, under § 1595(a), a plaintiff may assert civil claims against (1) a perpetrator, and/or (2) someone who knowingly benefits from a venture which that person knew or should have known was a forced labor scheme. Plaintiff purports to assert both types of claims against the Defendants, which are analyzed separately below.

A. Count I Fails As A Matter Of Law

In Count I, Plaintiff appears to claim that the Defendants perpetrated the "forced labor."

i. Defendants Are Not Alleged To Have Acted "Knowingly" In Violation Of The TVPRA, And Could Not, In Any Event, Given The Ortolani Parents' Written Agreements That Plaintiff Was Volunteering.

"Section 1589 contains an express *scienter* requirement" arising from the "knowingly" language of the statute. United States v. Calimlim, 538 F.3d 706, 711 (7th Cir. 2008); Muchira v. Al-Rawaf, 850 F.3d 605, 618 (4th Cir. 2017), as amended (Mar. 3, 2017). Plaintiff bears the burden of establishing that the defendant "knowingly provid[ed] or obtain[ed] the labor or services of a person" by means of any one of the four statutorily enumerated methods. 18 U.S.C. § 1589(a)(1)–(4) (emphasis added). Thus, "[t]he scienter element requires proof that the defendant knew (1) that the enumerated 'circumstance existed' and (2) that the defendant was obtaining the labor in question as a result." Martinez-Rodriguez v. Giles, 31 F.4th 1139, 1156 (9th Cir. 2022) (citation omitted) (emphasis added).

[6] Plaintiff only recites categories (1), (2), and (4) as a basis for Count I.

First, the Court has before it four (4) separate express representations to AEL and PABF – on four (4) separate dates in August 2019, December 2019, October 2020 and February 2021 – that Plaintiff's parents wanted him to participate in the very activities he claims were "trafficking," that they understood that these activities were wholly voluntary, that they understood this was physical activity, including work at a construction site that carried with it the risk of injury (though Plaintiff does not allege he sustained any injury). Oliver's parents' Agreements made clear that their desire for their son to participate in these activities was so keen that they agreed to indemnify AEL and PABF in connection with Plaintiff's participation in the activities. See Exhibits 2–5 to the Robbins Decl. Where it is Plaintiff's burden to plead facts which could meet his burden of demonstrating that Defendants "knowingly" obtained Plaintiff's participation in the activities "by means of force, threats of force, physical restraint or threats of physical restraint," or "by means of serious harm or threats of serious harm," or by means of a "scheme . . . intended to cause [Plaintiff] to believe that if [he] did not perform such labor or services, [he] would suffer serious harm or physical restraint," he manifestly cannot meet that burden.

At a minimum, Plaintiff's parents' four Agreements that they desired him to volunteer in these activities "trump" the allegations in the Complaint, and effectively eviscerate Plaintiff's own claim under Count I. See Yacubian, 750 F.3d at 108; see also Sharon v. Newton, 437 Mass. 99, 112 (2002) (affirming summary judgment in favor of city based upon release; "Merav's father had the authority to bind his minor child to an exculpatory release that was a proper condition of her voluntary participation in extracurricular sports activities offered by the city."); Zammuto v. Sky Zone LLC, 2022 WL 128441, at *1 (Mass. App. Ct. Jan. 14, 2022) (affirming summary judgment for defendant based upon release signed by parent; "[A] parent may sign a waiver on behalf of a child."); Vokes ex rel. Vokes v. Ski Ward, Inc., 2005 WL 2009959, at *1 (Mass. Super. Ct. July

5, 2005) (dismissing claims on summary judgment based upon release; "[T]he Court finds that there was a valid enforceable release signed by the plaintiff's mother before his participation in the ski school program.").

For this reason alone, Count I fails. See Taylor v. Salvation Army Nat'l Corp., 110 F.4th 1017, 1031 (7th Cir. 2024) ("[G]iven the voluntary nature of participation in the program, it is difficult to see how the Salvation Army could have harbored such an intent. The complaint contains no allegations that plausibly indicate that the Salvation Army had such an intent [under § 1589]."); Headley v. Church of Scientology Int'l., 687 F.3d 1173, 1179–80 (9th Cir. 2012) (summary judgment in favor of church on forced labor claim under the TVPRA; "[T]he Headleys joined and voluntarily worked for the [church] because they believed that it was the right thing to do, because they enjoyed it, and because they thought that by working they were honoring the commitment that they each made and to which they adhered."); Khalid v. Microsoft Corp., 409 F. Supp. 3d 1023, 1034 (W.D. Wash. 2019) (dismissing forced labor claims where plaintiff voluntarily entered into agreement and could voluntarily choose not to continue at any time); McCullough v. City of Montgomery, 2020 WL 3803045, at *9 (M.D. Ala. July 7, 2020) (summary judgment for defendant on forced labor claim; "Nor can plaintiffs prevail on their claim that the City forced them to work in violation of § 1589 . . . . [T]he plaintiffs describe a system in which they asked corrections officers for the opportunity to work . . . . Therefore, plaintiffs have failed to substantiate their allegation that they were forced to work."). See also Dinsay v. RN Staff Inc., 2022 WL 581033, at *6 (S.D. Ind. Feb. 25, 2022) (judgment for defendant on forced labor claim where plaintiff "voluntarily entered into her employment agreement with [defendant]").

Second, even without Plaintiff's parents' four Agreements, Plaintiff still would not have alleged facts sufficient to establish that each defendant acted knowingly under § 1589. As

established *supra* in Section III of this Brief, the wholly unidentified individuals who are alleged to have been present at the site and/or to have engaged in the "misconduct" on the site range from unidentified "adults," "inexperienced adults," "adults in the Community," to "Community members." Compl. ¶¶ 70, 71, 73, 76, 77, 79, 81, 83-85, 92. However, Plaintiff does not plead (1) facts alleging that such unidentified individuals were agents or employees of any of the Defendants and acting within the scope of their employment such that Defendant could be charged with their knowledge under a theory of vicarious liability, or (2) facts establishing that any one of the Defendants was aware of the "misconduct" allegedly occurring on the site.

Other than conclusory allegations that the Defendant "knew," there is nothing in the Complaint remotely setting forth facts capable of establishing that any of the Defendants knew of the alleged TVPRA violations occurring on the site, let alone that all of them did. Accordingly, Count I fails as a matter of law for this additional reason. See Reyes-Trujillo v. Four Star Greenhouse, Inc., 513 F. Supp. 3d 761, 794 (E.D. Mich. 2021) (dismissing TVPRA claim where the "[c]omplaint fail[ed] to provide factual support for Plaintiffs' conclusory assertions that Defendants 'knew or should have known'").[7]

ii. The Plaintiff's Participation In Activities At The Site Cannot Be Deemed "Forced Labor" Under § 1589 Where Plaintiff Was Able To Leave, Did Leave Daily, Had Access To His Family, Phone, And Other Resources Outside Of The Site, And Where He Was Able to Discontinue Participation

In determining whether § 1589 was violated, Courts consider, *inter alia*, whether there was a viable exit option, whether there were opportunities to leave, and whether there was access to the outside world. Muchira, 850 F.3d at 620–21; Dinsay, 2022 WL 581033, at *5. Typically,

[7] See also Doe (L.M.) v. 42 Hotel Raleigh, LLC, 717 F. Supp. 3d 464, 469 (E.D.N.C. 2024) (dismissing TVPRA claim where allegations of "trafficking" were too conclusory; "Plaintiff's complaint merely states in conclusory terms that she was 'trafficked[.]' . . . These statements are 'labels and conclusions' that do not meet pleading standards.").

"'forced labor' situations involve circumstances such as . . . extreme isolation (from family and the outside world) . . . ." Muchira, 850 F.3d at 618–19. Fatally to his Complaint, Plaintiff, who was living with his parents and enrolled in the activities by his parents, fails to allege that Defendants forced him to come to the site, that he wasn't free to leave any time he or his parents wanted him to, and that he could not have simply withdrawn from this program any time he or his parents wished.

Far from being kept in "extreme isolation," Plaintiff, who lived with his parents a short distance from the site, was able to leave (and did leave) the site on a daily basis and had access to family, technology, education, and resources outside of the site, and fatally to his claim, does not allege otherwise. Compl. ¶¶ 54, 55, 56, 70, 83. See Headley, 687 F.3d at 1180–81 (granting summary judgment for church defendants; "We emphasize that the Headleys had innumerable opportunities to leave the defendants. They lived outside of the Base and had access to vehicles, phones, and the Internet. They traveled away from the Base often . . . . They did not take any of their many opportunities to leave until 2005 and chose instead to stay with the defendants and to continue providing their ministerial services.").

Plaintiff alleges that there was a gate around the site that was locked during workhours which is natural, if not required, for a construction site governed by state and local requirements. Compl. ¶ 71. However, he does not allege the gate acted as a physical restraint rendering the labor "forced"—the fact of the matter remains that Plaintiff was free to leave every day after the workday ended, if not before, was not trapped, and had access to the outside world and thus opportunities to discontinue participation.[8] Indeed, the Complaint itself states that other boys did discontinue

[8] Indeed, "[r]ead in the proper context, only *unlawful* physical restraint triggers § 1589(a)(1)." McCullough, 2020 WL 3803045, at *9. This was a commercial construction worksite with hired third-party contractors and government inspections, so it is normal that there was a gate around the site. Compl. ¶¶ 61, 98, 158.

participation. For example, Plaintiff alleges in the Complaint that his brother, Noah, discontinued participation at the site and returned to his father after an incident where Noah was allegedly being disrespectful. Id. ¶¶ 81, 83. Oliver's brother thereafter stopped participating at the Worksite and instead spent time with his father. Id. ¶¶ 41-44, 81, 83, 84. See also Roman v. Tyco Simplex Grinnell, 2017 WL 3394295, at *6 (M.D. Fla. Aug. 8, 2017), aff'd, 732 F. App'x 813 (11th Cir. 2018) (granting motion to dismiss TVPRA claim where plaintiff was free to leave his job if he disagreed with the working conditions).

iii. Plaintiff's Complaint Does Not Allege Conduct Falling Within Any One Of The Four Categories Of Conduct Prohibited By § 1589(a)

In addition to all of the reasons stated above, Count I fails because Plaintiff does not sufficiently or plausibly allege conduct that falls within any one of the four enumerated categories of conduct within § 1589(a). In Count I, Plaintiff alleges that the threats, force, serious harm, and scheme included: abusing him, overworking him, limiting his access to information, subjecting him to a restrictive code of conduct, depriving him of sleep, instilling fear through discussion groups which Plaintiff calls "Light Sessions" and "Hard Times," and humiliating him. Compl. ¶ 115. This does not suffice.

"Section 1589 was 'passed to implement the Thirteenth Amendment against slavery or involuntary servitude.'" Muchira, 850 F.3d at 617 (quoting United States v. Toviave, 761 F.3d 623, 629 (6th Cir. 2014)). Typically, "'forced labor' situations involve circumstances such as squalid or otherwise intolerable living conditions, extreme isolation (from family and the outside world), threats of inflicting harm upon the victim or others (including threats of legal process such as arrest or deportation), and exploitation of the victim's lack of education and familiarity with the English language, all of which are 'used to prevent [vulnerable] victims from leaving and to keep them bound to their captors.'" Id. at 618–19 (citation omitted) (collecting cases). "The term

'serious harm' means any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing labor or services in order to avoid incurring that harm." 18 U.S.C. § 1589(c)(2).

At the outset, and for the reasons articulated *supra* in Section IV(A)(i) of this Brief, Plaintiff's participation in activities at the site cannot be deemed "forced" labor within the meaning of § 1589 when Plaintiff's participation was voluntary, as established by the enforceable Agreements signed by Plaintiff's parents acknowledging that the participation was voluntary and that his parents wanted him to participate in activities related to the construction of the Center.

Placing that aside, Plaintiff conclusorily alleges that "punishment" occurred on the site and "took many forms" (including running, pushups, digging, and pushing wheelbarrows) but, glaringly, Plaintiff does not allege who was actually subject to this punishment and by whom. Compl. ¶ 78. The only specific form of physical punishment Plaintiff alleges he *personally* suffered was that he was "once made to run laps in steel-toed boots." Id. ¶ 79. All of these purported "punishments" are mild and fairly common physical activities that are not "sufficiently serious" within the meaning of § 1589. Moreover, there is no allegation that those physical activities even caused harm to Plaintiff.

The only other specific instance of physical "punishment" alleged is an incident where a "Community member" (who Plaintiff does not specify was an adult or a child) "started beating [Plaintiff's brother Noah] up." Id. ¶ 81. However, an isolated incident involving force is not enough under the TVPRA, let alone an incident not involving Plaintiff. See, e.g., Headley, 687 F.3d at 1179–1181 (granting summary judgment in favor of church on TVPRA claims despite

allegations of isolated instances of physical force). That is particularly true where there is no allegation that Plaintiff himself was "beat up" or otherwise subject to physical force.

Additionally, Plaintiff does not specify when the incident with Noah occurred, which begs the question of how that incident could have "caused" Plaintiff to "stay" on the site for the entire period he alleges. Plaintiff likewise does not allege that the incident occurred with Defendants' intent to cause Plaintiff to stay on the site, and Plaintiff also does not specifically allege that this particular incident was the cause of him continuing to work on the site. Finally, there is no allegation that the alleged Community member "beat" Noah up *in order to secure* Noah's labor, which is fatal to his claim. Under § 1589, the labor must be obtained "by means of" threat, force, and/or serious harm. But here, immediately after Noah was allegedly "beat up," Noah was "removed from the [W]orksite" and thereafter did not participate at the Worksite and instead spent time with his father. See Compl. ¶¶ 41-44, 81, 83, 84. Thus, there was no labor obtained by means of "beating up" Noah because an act that results in the cessation of labor cannot plausibly be the threatening means by which labor is obtained. See Headley, 687 F.3d at 1180 ("[T]he record does not suggest that the defendants obtained the Headleys' labor 'by means of' those features of [church] life. To the contrary, the record supports the conclusion that such features caused Marc and Claire to *leave* the Sea Org and thus to stop providing labor."); Edmondson v. Raniere, 751 F. Supp. 3d 136, 188 (E.D.N.Y. 2024) (dismissing forced labor, perpetrator liability claim under TVPRA as to a particular defendant that was pled on a conclusory basis; "The complaint does not, for example, allege that Sara actually threatened to have Camila deported if she refused to perform free labor.").

Plaintiff also alleges he was humiliated and instilled with fear through Light Sessions and Hard Times. According to the Complaint, Light Sessions and Hard Times involved criticism,

humiliation, shunning, and ostracism. Compl. ¶¶ 38-44.[9] However, criticism and verbal abuse do not constitute threats, force, or serious harm under § 1589. See Edmondson, 751 F. Supp. 3d at 186 (granting motion to dismiss, in part, on TVPRA claims; "[T]he non-specific allegation that Clare subjected MacInnis to 'emotional and verbal abuse' is plainly insufficient to plead a threat of serious harm; indeed, it does not even suggest the making of a threat."); see also Pereira v. Estate of Oliveira, 2025 WL 1918111, at *7 (D. Mass. July 11, 2025) (granting motion to dismiss TVPRA claim; "[E]mpty promises may be cruel and unethical . . . but they do not amount to a threat of 'serious harm' . . . .").

Likewise, ostracism, had it actually transpired, does not constitute threats, force, or serious harm under § 1589. See Headley, 687 F.3d at 1180 (granting summary judgment in favor of church on TVPRA claim; "The one adverse consequence the Headleys could have faced . . . was to have been declared 'suppressive persons' and thus potentially to have lost contact with family, friends, or each other. But that consequence is not 'serious harm'—and warning of such a consequence is not a 'threat'—under the [TVPA]. . . . A church is entitled to stop associating with someone who abandons it.") (citation omitted). See also Paul v. Watchtower Bible & Tract Soc. of N.Y., Inc., 819 F.2d 875, 883 (9th Cir. 1987) (holding that the free exercise clause protects the practice of shunning; "The members of the [church] . . . have concluded that they no longer want to associate with [plaintiff]. We hold that they are free to make that choice."). All that is left is Plaintiff's conclusory allegation that he was subjected to a "restrictive form of conduct" and was "sleep deprived," neither of which constitutes force, threats, or serious harm within the meaning of the statute.

[9] With respect to "Light Sessions," Plaintiff conclusorily alleges that "if [a] subject resists, the criticisms intensify and sometimes turn physical." Id. ¶ 39. Plaintiff does not allege by whom and also does not allege a specific instance when a Light Session actually turned physical. Most glaringly, he does not allege that these "sessions" resulted in verbal abuse or physical consequences for him. Id. ¶ 73.

Finally, beyond Plaintiff's failure to plead a violation of § 1589(a)(1) or (2), the Complaint likewise fails to plausibly allege facts supporting the existence of any "scheme, plan, or pattern" within the meaning of § 1589(a)(4). To satisfy § 1589(a)(4), Plaintiff must establish that the labor was obtained "by means of [a] scheme, plan, or pattern *intended* to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint." 18 U.S.C. § 1589(a)(4) (emphasis added). "The linchpin of the serious harm analysis under § 1589 is not just that serious harm was threatened but that the [defendant] *intended the victim to believe* that such harm would befall her if she left . . . ." Muchira, 850 F.3d at 618 (citations and internal quotation marks omitted) (emphasis added). For all of the reasons articulated *supra*, the Complaint fails to plausibly allege, expressly or impliedly, that any one of the Defendants harbored any intent to make Plaintiff to believe that he would suffer serious harm or physical restraint if he left the site. Likewise, for the reasons articulated *supra*, the purported intent of the individuals on the site cannot be imputed to the Defendants. Additionally, for all of the reasons articulated *supra*, the conduct that Plaintiff was allegedly "concerned" about suffering does not constitute serious harm or physical restraint within the meaning of § 1589.

V. THE REMAINDER OF PLAINTIFF'S TVPRA CLAIMS LIKEWISE FAIL

A. Count II Fails As A Matter Of Law

In Count II, Plaintiff asserts financial beneficiary claims against Defendants pursuant to 18 U.S.C. §§ 1589 and 1595. To do so, a plaintiff "must plausibly allege that each defendant: 1) knowingly benefitted financially, 2) from its participation in a venture with [the perpetrator], 3) which the relevant defendant knew or should have known was engaged in [a violation of the TVPRA]." Domenici v. Murphy, 2021 WL 12334603, at *1 (D. Mass. Nov. 3, 2021) (dismissing TVPRA claim where plaintiff did not plausibly allege that the defendants knew or should have known that the perpetrator was engaged in sex trafficking). Some courts have held that "[a]

plaintiff may satisfy these elements in one of two ways. [First], [s]he may show that the defendant's own acts, omissions, and state of mind establish each element. [Second], she may impute to the defendant the acts, omissions, and state of mind of an agent of the defendant. The former is referred to as 'direct liability' and the latter as 'indirect liability.'" H.G. v. Inter-Cont'l Hotels Corp., 489 F. Supp. 3d 697, 704 (E.D. Mich. 2020); see also J.L. v. Best Western International, Inc., 521 F. Supp. 3d 1048, 1060 (D. Colo. 2021). Under either theory, Plaintiff's Complaint fails as a matter of law.

i. There Is No Plausible Violation Of § 1589 Alleged

In order to bring a civil claim under § 1595(a), there must be an underlying violation of the TVPRA. Because, as established *supra* in Section IV(A) of this Brief, Plaintiff has failed to plead a violation of § 1589, Count II fails at the outset. See 42 Hotel Raleigh, 717 F. Supp. 3d at 469–70 (dismissing beneficiary claim where plaintiff "failed to allege any underlying criminal violation . . . under the TVPRA.").

ii. Plaintiff Does Not Plausibly Allege Facts Establishing That Each Defendant Knew Or Should Have Known That The "Venture" Was Engaged In Forced Labor

For the reasons articulated *supra* in Sections III and IV(A)(i), the Complaint fails to allege any facts plausibly establishing that any one of the Defendants knew or should have known that any of the unidentified "adults," "inexperienced adults," "adults in the Community," or "Community members" at the Worksite engaged in forced labor. There are no allegations of agency, vicarious liability, or respondeat superior; there are no allegations that any one of the Defendants were aware of or observed the alleged "misconduct" on the site; and the Defendants cannot be charged with the knowledge of these unidentified individuals merely because they are alleged to be members of a Church. Church Of Jesus Christ of Latter Day Saints, 2012 WL 1080445, at *4; Petrell, 453 Mass. at 383. Accordingly, Count II fails. See Domenici, 2021 WL

12334603, at *1 (dismissing TVPRA claim where plaintiff did not plausibly allege that the defendants knew or should have known that the perpetrator was engaged in sex trafficking); Reyes-Trujillo, 513 F. Supp. 3d at 794 (dismissing TVPRA claim where the "[c]omplaint fail[ed] to provide factual support for Plaintiffs' conclusory assertions that Defendants 'knew or should have known'"); Bucco, 555 F. Supp. 3d at 642 (dismissing TVPRA financial beneficiary claim; "Without details as to who did what, I cannot determine whether the allegations are sufficient to state a TVPRA claim against each defendant."). See also A.B. v. Extended Stay Am. Inc., 2023 WL 5951390, at *6 (W.D. Wash. Sept. 13, 2023) (dismissing beneficiary claim for lack of plausible allegation that defendant knew or should have known; "[T]here is no indication of force or coercion such that hotel staff should have known that Plaintiff was being trafficked. Conclusory statements that certain things are 'obvious signs of sex trafficking' do not satisfy the pleading standard here."); B.M. v. Wyndham Hotels & Resorts, Inc., 2020 WL 4368214, at *6 (N.D. Cal. July 30, 2020) (dismissal in part; plaintiff could not rest beneficiary claim against franchisors upon allegations "that the staff at the franchisee hotels where Plaintiff was trafficked knew or should have known about her trafficking"); A.B. v. Hilton Worldwide Holdings Inc., 484 F. Supp. 3d 921, 937–38 (D. Or. 2020) (dismissing beneficiary claim against hotel franchisors that rested upon facts allegedly known by the staff at the franchisee-owned "hotel where Plaintiff was trafficked").

iii. Plaintiff Does Not Plead Facts Supporting The Inference That Each Defendant Participated In A "Venture" With The Perpetrator

"To participate in a venture under Section 1595(a), a defendant must take part in a common undertaking involving risk or profit." Doe #1 v. Red Roof Inns, Inc., 21 F.4th 714, 727 (11th Cir. 2021). "Section 1595(a)'s standard of knowing benefit from participation in a venture . . . require[s] more than . . . mere passive nonfeasance or an 'arm's length, passive, and largely indifferent' relationship with the [perpetrator]." G.G. v. Salesforce.com, Inc., 76 F.4th 544, 563–

64 (7th Cir. 2023) (citation omitted); see also Taylor v. CPLG FL Props. LLC, 2024 WL 4825814, at *5 (M.D. Fla. Nov. 19, 2024) ("Courts have rejected Section 1595(a) claims based on allegations of nonfeasance."); Noble v. Weinstein, 335 F. Supp. 3d 504, 524 (S.D.N.Y. 2018) (dismissing claim where plaintiff merely pleaded "association" with a venture; "[Because liability] cannot be established by association alone, Plaintiff must allege specific conduct that furthered the sex trafficking venture."). Put simply, "[o]bserving something is not the same as participating in it." Doe #1, 21 F.4th at 727.

Here, Plaintiff has chosen to frame the alleged venture as a "forced labor scheme." Compl. ¶¶ 64, 97, 119, 121. However, for the reasons stated *supra* in Sections III, IV(A)(i), and V(a)(ii), Plaintiff makes no factual allegations establishing that each Defendant knew about, much less took part in, the common undertaking of "forced labor." For this reason, too, Count II fails. See Doe #1, 21 F.4th at 727 (dismissing beneficiary claims where plaintiffs "provided no plausible allegations that the franchisors took part in the common undertaking of sex trafficking."); Geiss v. Weinstein Co. Holdings LLC, 383 F. Supp. 3d 156, 169 (S.D.N.Y. 2019) (dismissing beneficiary claim where defendants benefited but did not take steps to further the trafficking venture).

iv. To The Extent That A Claim Of "Indirect Liability" Is Asserted, It Fails As A Matter Of Law

To the extent Plaintiff attempts to assert a theory of "indirect liability," that theory, too, fails. First, for the reasons articulated *supra* in Section III, Plaintiff cannot impute the acts, omissions, or state of mind of the unidentified "adults," "inexperienced adults," "adults in the Community," and "Community members" at the site to any one of the Defendants. Second, for the reasons articulated *supra* in Section III, including that the Defendants are separate entities and there is no allegation of alter ego liability, Plaintiff cannot impute the alleged acts, omissions, and/or state of mind of one Defendant to the other. Thus, Count II fails on this theory, to the extent

it is asserted. See K.O. v. G6 Hospitality, LLC, 728 F. Supp. 3d 624, 644–45, 649 (E.D. Mich. 2024) (dismissing indirect liability claims under financial beneficiary theory because plaintiff did not sufficiently allege agency relationship); H.G., 489 F. Supp. 3d at 707–709 (dismissing indirect liability claim under financial beneficiary theory where plaintiff failed to plausibly allege that franchisors exercised requisite day-to-day control over franchisee); J.L., 521 F. Supp. 3d at 1064–1065, 1067–1068, 1077 (dismissing indirect liability claims under financial beneficiary theory).

B. Count III Fails As A Matter Of Law

In Count III, Plaintiff brings a perpetrator liability claim for trafficking under §§ 1590 and 1595. Section 1590(a) holds liable "[w]hoever knowingly recruits, harbors, transports, provides, or obtains by any means, any person for labor or services in violation of this chapter . . . ." 18 U.S.C. § 1590(a). "While liability for trafficking is distinct from liability for forced labor under the TVPRA, § 1590(a) requires that labor be obtained 'in violation of' another provisions, meaning that a violation of § 1589(a) can create a violation of § 1590(a)." Lewis v. Monks of Most Blessed Virgin Mary of Mount Carmel, 2024 WL 3374140, at *6 (D. Wyo. July 11, 2024). Count III fails for at least three reasons.

First, as established *supra* in Section IV(A), Plaintiff has not sufficiently alleged a violation of § 1589. Without this, Plaintiff's claim for trafficking fails as a matter of law. See Bucco, 555 F. Supp. 3d at 642 (dismissing trafficking claim under TVPRA; "[H]uman trafficking under [§] 1590 requires a predicate offense under [§] 1589 and, therefore, fails to state a claim . . . .").

Second, for the reasons articulated *supra* in Sections III, IV(A)(i), and V(A)(ii), the Complaint does not plausibly allege facts establishing that each of the Defendants acted knowingly. See Levin v. Sarah Lawrence Coll., 747 F. Supp. 3d 645, 680–81 (S.D.N.Y. 2024) (dismissing trafficking claim where plaintiff failed to plead that a particular defendant had knowledge of the trafficking); Martinez-Rodriguez v. Giles, 2017 WL 4076095, at *3 (D. Idaho

Sept. 14, 2017) (dismissing trafficking claim under § 1590; "The bare allegation that Pittard 'knew' about the conspiracy with nothing more is not sufficient to state a claim under the Trafficking Into Servitude statute."); Shuvalova v. Cunningham, 2011 WL 13376983, at *3 (N.D. Cal. Sept. 19, 2011) (dismissing trafficking claim under § 1590).

Third, Count III fails because Plaintiff has not pled plausible facts establishing that each Defendant took some act of recruitment and/or coercion *separate* and *apart* from the alleged "forced labor scheme." "[F]or a plaintiff to plead a claim for trafficking with respect to forced labor, they must show that the defendant themselves took some action that could amount to **coercing** the plaintiffs." Lewis, 2024 WL 3374140, at *6 (relying on Ngono v. Owono, 2024 WL 911797, at *2 (2d Cir. Mar. 4, 2024)) (emphasis added). Count III merely contains a conclusory and formulaic recitation of the elements of a trafficking claim, which is insufficient as a matter of law. See Ngono, 2024 WL 911797, at *2 (affirming dismissal where plaintiff "did not allege specific threats from [defendant] that would satisfy § 1589 or a separate act of recruitment under § 1590(a)"); Lewis, 2024 WL 3374140, at *6 (granting motion to dismiss § 1590(a) trafficking claim; "Plaintiffs do not meet the plausibility standard for perpetrator liability as to § 1590(a). Plaintiffs simply refer to all Defendants in an undifferentiated manner . . . . The allegations . . . do little to show that any MMC Defendant themselves threatened or coerced Plaintiffs in a manner that could constitute 'a separate act of recruitment.'"); Mojsilovic v. Oklahoma ex rel. Bd. of Regents for the Univ. of Oklahoma, 2015 WL 1542273, at *5 (W.D. Okla. Apr. 7, 2015) (dismissing trafficking claim under § 1590 where pleading was "devoid of any allegation that the company recruited, harbored, transported or obtained Plaintiffs . . . .").

C. Count IV Fails As A Matter Of Law

In Count IV, Plaintiff asserts financial beneficiary claims for trafficking pursuant to 18 U.S.C. §§ 1590 and 1595. For all of the reasons articulated *supra* as to Count III (perpetrator claim

for trafficking) and for all of the reasons articulated *supra* as to Count II (beneficiary claim for forced labor), Count IV fails.

D. Count V Fails As A Matter Of Law

In Count V, Plaintiff alleges Defendants attempted to violate § 1589 (forced labor) and § 1590 (trafficking). For attempt, there must be "both an intent to commit the substantive offense and a substantial step towards its commission." United States v. Turner, 501 F.3d 59, 68 (1st Cir. 2007). "[M]ere preparation does not constitute a substantial step [for the purposes of attempt] . . . ." Ricchio v. McLean, 853 F.3d 553 (1st Cir. 2017) (internal quotation marks omitted).

Here, for all of the reasons articulated *supra* in Sections III, IV(A)(i), and V(a)(ii), Plaintiff's Complaint fails to plausibly allege that any single one of the Defendants had the intent to violate § 1589 and/or § 1590. Likewise, Plaintiff fails to plausibly allege any substantial step taken by each Defendant toward engaging in "trafficking" and/or "forced labor." Again, the only actors identified who allegedly engaged in the "trafficking" and/or "forced labor" are unidentified individuals who are not alleged to be agents of any one of the Defendants. Accordingly, Count V fails. See Edmondson, 751 F. Supp. 3d at 182 (dismissing attempted trafficking claim under TVPRA; "[U]nsupported allegations, which sound in guilt by association, are inadequate to raise a plausible inference that Clare attempted to sex traffic Jaspeado.").

E. Count VI Fails As A Matter Of Law

In Count VI, Plaintiff alleges Defendants conspired to violate § 1589 (forced labor) and § 1590 (trafficking). The TVPRA does not define conspiracy, but civil conspiracy requires "first, a common design or an agreement, although not necessarily express, between two or more persons to do a wrongful act and, second, proof of some tortious act in furtherance of the agreement." Platten v. HG Bermuda Exempted Ltd., 437 F.3d 118, 131 (1st Cir. 2006). "The gist of conspiracy is an agreement to disobey or to disregard the law." United States v. Palmer, 203 F.3d 55, 63 (1st

Cir. 2000). Because conspiracy requires an agreement to commit a wrongful act, "none can exist where an alleged participant lacks knowledge that a wrongful act is being perpetrated." Taylor v. Airco, Inc., 503 F. Supp. 2d 432, 448 (D. Mass. 2007). Moreover, "the evidence must establish that the defendant both intended to join the conspiracy and intended to effectuate the objects of the conspiracy." United States v. Paz-Alvarez, 799 F.3d 12, 21 (1st Cir. 2015). See also Fleites v. MindGeek S.A.R.L., 2025 WL 2902292, at *14 (C.D. Cal. Sep. 26, 2025) ("conspiracy" in the context of TVPRA requires "(i) knowledge of the wrongful activity, (ii) agreement to join in the wrongful activity, and (iii) intent to aid in the wrongful activity"). "The knowledge required to establish liability for civil conspiracy under the TVPRA is higher than the constructive knowledge standard applicable to beneficiary liability." Id., at *14. "[W]hat is required [under the TVPRA] is actual knowledge of the unlawful objective—namely, [defendant's] participation as a beneficiary in a [forced labor] venture." Id., at *15.

For all of the reasons articulated in Sections III, IV(A)(i), and V(A)(ii), Plaintiff has not plausibly pled that each of the Defendants (1) had actual knowledge of the forced labor and/or trafficking venture, (2) made an agreement to join in the forced labor and/or trafficking, or (3) had an intent to aid in the forced labor and/or trafficking. See id., at *18–20 (dismissing TVPRA conspiracy claim where plaintiffs failed to allege facts suggesting that defendant intended to further a conspiracy's unlawful objective, rather than having mere knowledge; "Courts have repeatedly declined to infer intent from knowledge alone."); Edmondson, 751 F. Supp. 3d at 184, 190 (granting motion to dismiss TVPRA conspiracy claims where plaintiffs failed to adequately allege sufficient facts establishing knowledge and that defendants agreed to join the conspiracy to commit forced labor offenses); Stein v. World-Wide Plumbing Supply Inc., 71 F. Supp. 3d 320, 330 (E.D.N.Y. 2014) (dismissing TVPRA conspiracy claim where plaintiff failed to plead that

there was some "act of agreement between [defendants]" and instead merely pled that defendants were "acting in concert" with each other).

VI. PLAINTIFF'S CLAIM UNDER THE MASSACHUSETTS LABOR TRAFFICKING STATUTE FAILS AS A MATTER OF LAW

In Count VII, Plaintiff asserts a claim under Mass. Gen. Laws c. 265, § 51, which has markedly similar language to the TVPRA. Under § 51(a), a person is guilty of trafficking of persons for "forced services" if he "knowingly . . . subjects, or attempts to subject, another person to forced services, or recruits, entices, harbors, transports, provides or obtains by any means, or attempts to recruit, entice, harbor, transport, provide or obtain by any means, another person, intending or knowing that such person will be subjected to forced services . . . ." Mass. Gen. Laws c. 265, § 51. Section 51(d) provides a civil remedy for violations of the statute. The term "forced services" is defined to include categories of conduct similar to those in § 1589 of the TVPRA. Compare Mass. Gen. Laws c. 265, § 49 with 18 U.S.C. § 1589; see also McClain v. Cape Air, 2023 WL 8602944, at *5 (D. Mass. Dec. 12, 2023) (observing such similarities).

"Given the dearth of case law analyzing conduct prohibited by § 51(a) . . . as well as the similarities between the language of the TVPA and § 51, [it is appropriate to] turn[] to the TVPA for guidance." Id., at *5. Here, for all of the reasons articulated *supra* as to Plaintiff's claims asserted under the TVPRA (Counts I–VI), Count VII, too, fails.

VII. PLAINTIFF'S RICO CLAIM FAILS FOR FIVE (5) REASONS

To establish a civil RICO claim under 18 U.S.C. § 1962(c), Plaintiff must allege facts showing (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity. Doyle v. Hasbro, Inc., 103 F.3d 186, 190 (1st Cir. 1996). Plaintiff's RICO claim fails for five reasons.

First, it is barred by the statute of limitations. RICO claims are subject to a four-year statute of limitations. Agency Holdings Corp. v. Malley Duff Assocs. Inc., 483 U.S. 143, 156 (1987);

Lawson v. FMR LLC, 554 F. Supp. 3d 186, 194 (D. Mass. 2021). RICO claims accrue at the time the injury was discovered or reasonably should have been discovered. Lares Grp., II v. Tobin, 221 F.3d 41, 44 (1st Cir. 2000). Here, Plaintiff alleges the predicate acts of his RICO claim were "forced labor and human trafficking." Compl. ¶¶ 152-54. Plaintiff alleges he performed unpaid labor for Defendants "throughout 2019 and 2020" during which time he "suffered from constant joint and back pain" and "his mental health was also suffering." Id. ¶¶ 64, 100, 163. The latest date by which Plaintiff should have reasonably discovered these alleged injuries would have been in 2020, when he stopped work at the site. Id. ¶¶ 67, 163. Accordingly, the statute of limitations bars Plaintiff's claims. See Alvarez-Mauras v. Banco Popular of Puerto Rico, 919 F.3d 617, 628–29 (1st Cir. 2019) (affirming dismissal of RICO claims as time-barred; "The facts, as presented in Álvarez's complaint, clearly establish that he knew, or should have known, of his injury more than four years before he filed his RICO claims."); Lawson, 554 F. Supp. 3d at 195 (Dismissal where complaint filed "well beyond the four-year statute of limitations"); City of Bos. v. Express Scripts, Inc., 765 F. Supp. 3d 31, 46 (D. Mass. 2025) (RICO claims dismissed as time-barred); In re Celexa & Lexapro Mktg. & Sales Pracs. Litig., 65 F. Supp. 3d 283, 294 (D. Mass. 2014) (dismissal, in relevant part, where plaintiffs filed complaint over four years after alleged violations).

Second, Plaintiff has not sufficiently pled the existence of a cognizable RICO enterprise. Under § 1962(c), "'[t]he person or persons alleged to be engaged in racketeering activity must be entities distinct from the enterprise.'" In re Lupron Marketing and Sales Practices Litigation, 295 F. Supp. 2d 148, 164 (D. Mass. 2003) (quoting Odishelidze v. Aetna Life & Cas Co., 853 F.2d 21, 23–24 (1st Cir. 1988)). Here, Plaintiff alleges that all three Defendants constitute the "enterprise" and that all three Defendants engaged in the racketeering activity. Compl. ¶¶ 151, 153, 154. The Defendants cannot be both the "enterprise" as well as the named defendants who are alleged to be

the "persons" acting under § 1962(c). Doyle, 103 F.3d at 190 (dismissing RICO claim; "[T]he possibility that the plaintiffs considered Hasbro the 'enterprise' is undermined by the complaint's repeated contention that Hasbro is a RICO 'person.' A RICO person cannot also serve as the RICO enterprise that the person is allegedly conducting in violation of section 1962(c)."); Odishelidze, 853 F.2d at 23–24 (affirming dismissal of RICO claim where plaintiff failed to allege a "person" separate from the "enterprise").

Third, Plaintiff alleges that the purpose of the enterprise is the same as one of the alleged predicate acts, namely, committing forced labor. Compl. ¶¶ 152, 154. However, "[i]n all events, the enterprise must be distinct from the pattern of racketeering activity that constitutes the fifth, and final, element of a RICO offense." United States v. Nascimento, 491 F.3d 25, 32 (1st Cir. 2007). Therefore, for this reason too, the claim fails. See Bucco, 555 F. Supp. 3d at 646 (dismissing RICO and TVPRA claims; "[T]here are no factual allegations to suggest the enterprise 'would still exist were the predicate acts removed from the equation.'") (citation omitted).

Fourth, Plaintiff cannot establish that two predicate acts were committed. The predicate acts alleged are "forced labor and human trafficking in violation of 18 U.S.C. §§ 1589, 1590(a), 1594(a) and 1595." However, for all of the reasons articulated *supra* in Sections IV(A), V(B), and V(C) of this Brief, Plaintiff fails to plausibly allege that forced labor or trafficking occurred.

Fifth, Plaintiff has not plausibly alleged that the racketeering activity was committed by any of the Defendants. For all of the reasons articulated *supra* in Section III of this Brief, the persons alleged to have engaged in the "forced labor" and "trafficking" on the site are unspecified individuals whose conduct, for numerous reasons, cannot be imputed to any of the Defendants.

VIII. PLAINTIFF'S UNJUST ENRICHMENT CLAIM FAILS AS A MATTER OF LAW

To establish a claim for unjust enrichment, a plaintiff is required to demonstrate: (1) that he conferred a measurable benefit upon the defendant; (2) that he reasonably expected

compensation from them; and (3) that the defendants accepted the benefit with the knowledge, actual or chargeable, of plaintiff's reasonable expectation. Guldseth v. Fam. Med. Assocs. LLC, 45 F.4th 526, 540 (1st Cir. 2022). Plaintiff's unjust enrichment claim fails for three reasons.

First, Plaintiff cannot plausibly allege that he reasonably expected compensation from each Defendant for his work given the clear and unambiguous language of the Agreements that state:

> I want my child to participate in the construction of the new performing arts facility for [AEL/PAB] ("Activities") . . . . I understand that this is on a volunteer basis and that there will be no payment for services.

See Exhibits 3, 4 to Robbins Decl.; see also Yacubian, 750 F.3d at 108 ("[W]hen a written instrument contradicts allegations in the complaint to which it is attached, the exhibit trumps the allegations.").[10] Given these Agreements, Plaintiff cannot plausibly plead that he reasonably expected compensation from Defendants. See U. S. Fid. & Guar. Co. v. N. J. B. Prime Invs., 6 Mass. App. Ct. 455, 461 (1978) (affirming dismissal; "When, as here, the plaintiff acts as a volunteer, it cannot recover on the ground of unjust enrichment unless it alleges facts amounting to a wrongful conversion by the defendant."). See also Lord v. Town of Winchester, 355 Mass. 788, 788 (1969) (affirming dismissal; plaintiff could not recover in quantum meruit for services and efforts provide to municipality where "plaintiff admits he was a volunteer"); Wetherell Bros. Co. v. U.S. Steel Co., 105 F. Supp. 81, 86 (D. Mass.), aff'd, 200 F.2d 761 (1st Cir. 1952) (entering judgment for defendant; "[I]t still seems clear that in these circumstances plaintiff is at the most a volunteer. As such, it is not entitled to any recovery against the person on whom it 'officiously conferred' such services."); Moore v. Marty Gilman, Inc., 965 F. Supp. 203, 219 (D. Mass. 1997) ("Because Gilman had not solicited the information and Coach Moore volunteered it purely out of

[10] These agreements, signed by David and Ellen Ortolani on behalf of their minor son, Oliver, are enforceable under Massachusetts law. Sharon, 437 Mass. at 112; Zammuto, 2022 WL 128441, at *1; Vokes ex rel. Vokes, 2005 WL 2009959, at *1.

self-interest, Coach Moore could not reasonably have expected Gilman to pay for the information disclosed on this occasion.").

Second, and relatedly, "[a] plaintiff is not entitled to recovery on an unjust-enrichment or quantum-meruit theory where there is a valid contract that covers the same subject matter and defines the obligations of the parties." Guldseth, 45 F.4th at 541. Here that is exactly the case: the releases are valid agreements that govern the subject matter; therefore, Plaintiff's unjust enrichment claim fails. Id. (affirming summary judgment on unjust enrichment claim where there was a contract that already governed relationship between parties). See also NRT Bus, Inc. v. City of Lowell, 2021 WL 3355333, at *5 (Mass. Super. Ct. June 4, 2021) (dismissing quantum meruit claim; "NRT may not seek equitable relief under the doctrine of quantum meruit because it has valid contracts with the City that define the extent of NRT's right to compensation."); Steward Health Care Sys., LLC v. Aya Healthcare, Inc., 2021 WL 4048637, at *2 (Mass. Super. July 27, 2021) (dismissing unjust enrichment counterclaim; "Steward is correct that neither unjust enrichment nor promissory estoppel apply where there is a valid contract.").

Third, Plaintiff's unjust enrichment claims against AEL and PABF are also barred by the plain and unambiguous language of the Agreement. The Agreement dated December 13, 2019 contains the following language:

> I have read and fully understand this Agreement. I understand that AEL is a charitable organization and that there are statutory limits on the liability of such organizations. I assume the risk of injury, and fully release and discharge AEL and the owners and lessors of the tools, equipment and property (including their employees, agents, volunteers, and representatives), from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of Activities.

Exhibit 3 to Robbins Decl. The other Agreements contain substantially similar language. See Exhibits 2, 4, 5 to Robbins Decl.

As the First Circuit has stated, "With respect to general releases covering "any and all claims . . . whatsoever of every name and nature," claims can be released even if they were not in the forefront of the parties' thinking." General Hosp. Corp. v. Esoterix Genetic Labs., LLC, 16 F.4th 304, 309–10 (1st Cir. 2021).

Here, the language of the release is plain and unambiguous: Oliver (through his parents) released all claims against AEL and PABF arising out of the Activities, which are defined as "the construction of the new performing arts facility for [AEL/PABF]." Exhibits 3, 4 to the Robbins Decl. Therefore, the releases bar Plaintiff's unjust enrichment claims against AEL and PABF. See id. (vacating lower court's decision and directing lower court to enter judgment granting motion to dismiss based upon plain language of release); Woolley v. Univ. of Mass., Amherst, 788 F. Supp. 3d 211, 218 (D. Mass. 2025) (dismissal based upon language of release; "The language in the settlement agreement is plain and unambiguous . . . . Plaintiff agreed to release all claims he had against UMass, and its employees, at that time, regardless of whether the claims were known to Plaintiff. This broad language supports Defendants' assertion that they are entitled to dismissal as to all claims Plaintiff has asserted based on conduct by UMass . . . .").[11]

IX. CONCLUSION

For the foregoing reasons, the Charitable Organizations request that each of their Motions to Dismiss be granted in full and that Plaintiff's claims be dismissed with prejudice.

[11] In the event that this Court finds that Plaintiff's federal claims fail, the Court should decline to exercise supplemental jurisdiction over Plaintiff's state law claims. See 28 U.S.C. § 1367(c).

Respectfully submitted,

THE COMMUNITY OF JESUS, INC., ARTS EMPOWERING LIFE, INC., and PERFORMING ARTS BUILDING FOUNDATION, INC.,

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Dated: December 1, 2025

CERTIFICATE OF SERVICE

I, Bridgitte E. Mott, hereby certify that this document that was filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on December 1, 2025.

/s/ Bridgitte E. Mott
Bridgitte E. Mott