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 Hon. Leo T. Sorokin **LEAVE TO FILE GRANTED ON NOVEMBER 18, 2025 (ECF No. 12) AND EXTENSION OF TIME GRANTED ON DECEMBER 8, 2025 (ECF No. 19)**

PLAINTIFF'S CONSOLIDATED MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' INDIVIDUAL MOTIONS TO DISMISS

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Plaintiff Oliver Ortolani ("Ortolani"), through his undersigned attorneys, submits this Opposition ("Opposition") to Defendants' Individual Motions to Dismiss Plaintiff's Complaint ("Motion" or "Mot.") (ECF Nos. 13-17). Ortolani's Complaint ("Complaint") (ECF No. 1) states valid claims against Defendants Community of Jesus, Inc. (the "Community" or "COJ"), Arts Empowering Life, Inc. ("AEL"), and the Performing Arts Building Foundation, Inc. ("PAB") (collectively, "Defendants"), which are set forth below.[1] As such the Motion should be denied. If, however, the Court finds that Ortolani's Complaint is not sufficiently pled, he seeks leave to amend.

I. INTRODUCTION

Ortolani is an 18-year-old man who grew up in the COJ. The COJ is a high demand/high control group that dominates the lives of its members, including Ortolani and his parents. Complaint, ¶¶ 31-56. The COJ together with its related entities AEL and PAB are highly involved in the arts and put on concerts and other performances to gain revenue for the organizations.

Over time Defendants realized that they needed a larger space to host their events. Complaint, ¶ 26. They decided to build a performing arts center ("the Center"), but were worried about the cost. Complaint, ¶ 61. Defendants decided to have boys whose parents were in the COJ, including Ortolani, build much of the Center to save money on labor costs. Complaint, ¶¶ 61-63. Beginning in 2019, Defendants recruited Ortolani to work on the Center's construction site. Both AEL and PAB drafted waivers and had Ortolani's parents sign them. Mot., Exs. 2-5. Through these

[1] Each of the three Defendants in this case filed its own Motion to Dismiss and, with the Court's permission, they have jointly submitted a Consolidated Memorandum of Law in support of each of their Motions to Dismiss. See ECF No. 12. Plaintiff was granted the same permission and thus submits a single Memorandum of Law is support of his Opposition to each Defendant's Motion to Dismiss.

waivers, Defendants concealed the true nature of this project from Ortolani's parents. Complaint, ¶¶ 64-65, 67-69.

Throughout 2019 and 2020, Defendants and their agents subjected Ortolani to a grueling work environment, locking him into the job site and forcing him to work 9 to 16 hours a day. Complaint, ¶¶ 71, 74-76. Defendants denied Ortolani schooling and compelled him to participate in this forced labor and trafficking through daily psychological coercion, physical punishments and threats of psychological torment and isolation. Complaint, ¶¶ 70-84, 93-95.

Ortolani, a child, found the harsh treatment and threats terrifying, making it impossible for him to refuse the forced labor. Defendants knew this, and relied on it, to save money on building the Center. The forced labor scheme left Ortolani physically and psychologically traumatized. Complaint, ¶¶ 109-110.

A close review of Ortolani's Complaint reveals that he more than satisfied his burden for pleading both state and federal forced labor and trafficking claims, a Federal Racketeer Influenced and Corrupt Organizations Act ("RICO") claim and an unjust enrichment claim. He has also met his pleading burden under Fed. R. Civ. P. 8 because he pled collective allegations against the Defendants. Finally, the waivers that Ortolani's parents signed and that Defendants rely heavily upon are invalid for many reasons, including that they cover illegal activity and were signed under duress.

Defendants supply a multitude of mischaracterizations and red herrings to discredit Ortolani's Complaint. However, they notably do not dispute the basic scheme he alleges. Nowhere in their Motions to Dismiss do they dispute Ortolani's account of the long hours he was forced to work, the schooling he was denied or the physical and mental abuse he suffered. The reality is that

Defendants collectively trafficked and forced Ortolani to build their Center to minimize their costs. This violates both federal and state law. Accordingly, Defendants' Motion should be denied.

II. LEGAL STANDARD

When ruling on a motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6), a court must "accept as true all well-pleaded facts, analyze those facts in the light most favorable to the plaintiff, and draw all reasonable factual inferences in favor of the plaintiff." *Liberty Mut. Ins. Co. v. Aftermath Servs. LLC*, Civil Action No. 22-cv-11052-ADB, 2023 U.S. Dist. LEXIS 148434, at *4 (D. Mass. Aug. 23, 2023) (citations omitted). "To survive a motion to dismiss, a complaint must contain sufficient factual matter . . . to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 570 (2007)).

A claim is facially plausible "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id*. at 678 (citing *Twombly*, 550 U.S. at 556). More specifically, the plaintiff need only allege sufficient facts to show "more than a sheer possibility that a defendant has acted unlawfully." *Iqbal*, 556 U.S. at 678. Only when the plaintiff has not "nudged [its] claims across the line from conceivable to plausible," should the complaint be dismissed. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007); *Iqbal*, 556 U.S. at 680.

III. PLAINTIFF HAS GIVEN EACH DEFENDANT SUFFICIENT NOTICE OF THE CLAIMS BROUGHT AGAINST THEM AND SUFFICIENTLY ALLEGED THE RELATIONSHIPS THAT CREATE LIABILITY FOR DEFENDANTS.

A. Plaintiff has met his burden under Fed. R. Civ. P. 8 by pleading collective allegations against Defendants.

i. Fed. R. Civ. P. 8

Pursuant to Federal Rule of Civil Procedure 8(a)(2) ("Rule 8"), a pleading must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ.

P. 8(a)(2). A court may dismiss a pleading that does not comply with this if it is "so confused, ambiguous, vague, or otherwise unintelligible that its true substance, if any, is well disguised." *Duggan v. Martorello*, 596 F. Supp. 3d 158, 182 (D. Mass. 2022). Ortolani's Complaint clears this hurdle. He alleges that the COJ, AEL, and PAB all participated in the forced labor scheme under which Ortolani was denied access to schooling and forced to work extremely long hours without proper gear or breaks. Complaint, ¶¶ 69, 70-84, 87, 95. Defendants also subjected him to psychological and physical coercion to compel him to work on the project. *Id*.

ii. Collective allegations

The District of Massachusetts has consistently held that pleadings are not deficient and that collective allegations are appropriate when multiple defendants engaged in the same conduct. *See Ramhit v. Luu*, Civil Action No. 24-12420-NMG, 2025 LX 345140, at *4-6 (D. Mass. Sep. 9, 2025) (ruling that allegations against multiple defendants were not "lumped together" without distinction because all defendants engaged in the same conduct); *Zond, Inc. v. Fujitsu Semiconductor Ltd.*, 990 F. Supp. 2d 50, 53 (D. Mass. 2014) ("Group pleadings are not, prima facie, excluded by Rule 8(a). At the motion to dismiss stage a complaint generally will only be dismissed where it is "entirely implausible" or impossible for the grouped defendants to have acted as alleged."); *Claros v. Marvin's Refrigeration Corp.*, No. 1:24-cv-1197 (ECC/PJE), 2025 LX 391763, at *7 (N.D.N.Y. Sep. 16, 2025) (internal quotations omitted) (A "complaint satisfies Fed. R. Civ. P. 8 even if it includes certain allegations against Defendants collectively").

Ortolani has done just that. He pled that the Defendants jointly undertook the project to build the Center[2] and that they entered into a conspiracy to initiate the forced labor scheme.

[2] Defendants make much out of the fact that the Center was located only one town away from Ortolani's home. Motion at 5. This does nothing to negate the fact that Ortolani was unable to come and go from the site of his own free will. Equally, distance has absolutely no bearing on whether forced labor or trafficking are taking place.

Complaint, ¶¶ 61, 64-68. They collectively conceived of and carried out the forced labor scheme to save money on building the Center. Complaint, ¶ 61. They ignored the legal requirement to limit the children's work hours and to give them adequate breaks and proper protective gear. Complaint, ¶¶ 66, 74-75, 87. They also kept Ortolani out of school so that he could spend more time working on their project. Complaint, ¶¶ 93-95. Moreover, the existence of the waivers, specifically naming AEL and PAB, makes Defendants' arguments that Defendants do not know what they are accused of even more unconvincing. The waivers themselves state that Ortolani will "participate in the construction" of the Center for AEL and the "Foundation" (PAB) respectively. *See* Mot., Exs. 3-4.

Defendants cite several cases in which courts have dismissed a complaint "lumping" multiple defendants together, but they are not comparable to the instant Complaint. For example, in *A.D. v. Cavalier Mergersub LP*, No. 2:22-cv-649-JES-NPM, 2023 LX 47425 (M.D. Fla. Feb. 15, 2023), the complaint did not consistently refer to the defendants among its various groupings, making it impossible to know which claims were being asserted against which defendant. In contrast, Ortolani consistently referred to COJ, AEL and PAB as Defendants in his Complaint and alleged that all three were involved in forced labor and trafficking.

iii. Defendants' argument rests on an improper attempt to sever factual background from pleaded harm.

Defendants try to argue that Ortolani has not pled facts to show the specific harms that Defendants did to him. Mot. at 12-13. To "prove" this, Defendants rely largely on the background sections of Ortolani's Complaint that set the stage for the specific harms the Complaint raises later, while ignoring those later allegations. For example, Ortolani explains in the beginning of his Complaint what it is like to live in the COJ including the psychological coercion that he and others experienced, family separation, and lack of access to information from outside of COJ. Complaint, ¶¶ 31-55. His upbringing merits explanation because it was unusual, which Defendants well know

since they capitalized on it to coerce him into performing forced labor. In Section IV(B) *infra*, the Complaint's allegations of serious harm are more fully discussed.

Additionally, Defendants disingenuously claim that Ortolani's Complaint stops "short of actually alleging that Plaintiff experienced" negative treatment. Motion at 12. Defendants cite paragraph 47 of the Complaint as an example of this. This paragraph explains why the COJ separates children from their parents. Paragraph 58 of the Complaint then states that Ortolani was separated from his parents when he was 9 years old. Complaints are intended to be read in their entirety, and the context Ortolani provides as background supports relevant portions of his legal claims. See *Liberty Mut. Ins. Co.*, 2023 U.S. Dist. LEXIS 148434, at *4 ("[T]he complaint should be read as a whole, not parsed piece by piece to determine whether each allegation, in isolation, is plausible."). Defendants violate this basic tenet of analysis and thus their argument that Ortolani's allegations fall short of what is required should not be credited.

B. Plaintiff has properly pled facts sufficient to establish the relationship between the Defendants and their agents.

i. Relationship between Defendants

As shown in his Complaint, the three Defendants, COJ, AEL and PAB are three separate, but related groups. The groups work together to support and grow COJ's artistic performances and drive profits to both COJ and AEL. Complaint, ¶¶ 17-30.

COJ is the main organization, which runs several different artistic groups. Complaint, ¶ 19. COJ's members and their children are coerced into participating in these groups. Complaint, ¶¶ 20-22. COJ created AEL to promote COJ's musical and theatrical performances throughout the U.S. and the world. Complaint, ¶ 23. Both AEL and COJ benefit financially from these performances. Complaint, ¶¶ 22-23, 25. To keep up with the demand for their performances and make more money through ticket sales, COJ and AEL needed to build a larger performance space

(Complaint, ¶ 26) so AEL formed PAB with the help of COJ to assist in this effort. Complaint, ¶¶ 26-29. The three groups all worked together to build the Center to increase their profits. Complaint, ¶¶ 61-63, 106-108. Additionally, Defendants themselves have supplied waivers that they state are related to the Center's construction, which show that both PAB and AEL were sufficiently involved in the construction of the Center that they entered into contracts with Ortolani's parents about their son's presence at the construction site. Mot., Exs. 3-4.

Defendants spend considerable effort in their Motion disputing the argument that they are alter-egos of each other, which Plaintiff did not plead. *See* Motion at 13-15. Ortolani describes each Defendants' background in his Complaint, noting their different origin dates and purposes. Complaint, ¶¶ 17-30. At no point does Plaintiff allege that these organizations are the same entity, or alter-egos. As such, Plaintiff need not address Defendants' arguments on this point. Rather, Plaintiff alleges that the three distinct Defendants engaged in a coordinated scheme and agreement to build the Center, which led them to engage in forced labor. Complaint, ¶¶ 23-30, 61-69. As such, Defendants' assertion that they have been improperly lumped together in the Complaint has no merit.

In fact, the Complaint notes that Ortolani was a child when he was subject to the Defendants' forced labor scheme and as such he is not aware of the precise intricacies surrounding how these entities fit together. *See generally* Complaint, ¶ 64. Additionally, the Defendants' corporate structure seems to be confidential. Ortolani was unable to uncover it based on pre-filing interviews and research. As such, Ortolani will need discovery on these points. *See Khatskevich v. Shapiro*, 2025 LX 147509, at *1-2 (S.D.N.Y. Mar. 17, 2025) (denying motion to dismiss forced labor claims noting the early procedural stage of litigation and the limited universe of documents at such stage).

A murky corporate structure is not grounds to dismiss a complaint. As the District of Massachusetts noted in *Zond, Inc.*, it is illogical to allow a defendant to "potentially escape liability because of its ability to keep its corporate structure confidential." 990 F. Supp. 2d at 53. The *Zond* court additionally noted that "it is not for the Court to evaluate, at this stage, whether the plaintiff will be able to obtain the necessary evidence to prove its claims." *Id*. Ortolani's burden at this stage is to plead a relationship among the Defendants that is factually plausible, and he has done that.

ii. Agency relationship between adults on the site and Defendants

"An agency relationship arises when a principal and an agent manifest assent 'that the agent shall act on the principal's behalf and subject to the principal's control.' Restatement (Third) of Agency § 1.01 (A.L.I. 2006)." *Doe v. Hilton Domestic Operating Co.*, Civil Action No. 24-cv-13227-PBS, 2025 LX 511748, at *21 (D. Mass. Nov. 18, 2025).

Ortolani has pled that there is an agency relationship between the Defendants and the adults on site because the Defendants shared a common goal of building the Center and had entered into a scheme to achieve that goal. Complaint, ¶¶ 18-30, 61-63. The adults on site, who were largely COJ members, carried out that goal by monitoring Ortolani and the other COJ boys while on the site, supplying them with equipment to carry out the work, and punishing them as they pleased. Complaint, ¶¶ 73-83.[3]

As Ortolani alleges, it was the Community's leadership ("Community Leadership") who directed his manual labor. Complaint, ¶ 17, 65. Additionally, many of the PAB and AEL employees

[3] Defendants attempt to save their argument by advancing the notion that Plaintiff is imputing liability to the Community and its members simply by virtue of the religious association of its members. Motion at 16. This is a red herring that attempts to inject this Complaint with misplaced First Amendment arguments rather than addressing the actual claims pled. The acts of those staffing the worksite and carrying out the forced labor scheme on the ground are what create liability for the Community – not through any religious beliefs or association, but by their acts contrary to law on behalf of the Community as alleged in the Complaint.

who oversaw the construction site were Community members. Complaint, ¶ 63. Plaintiff directly pled, "[t]his summer program embodied the Community Leadership's method of asserting control over its members." Complaint, ¶ 65. Given the overlap between Community members and PAB and AEL employees and the fact that both AEL and PAB entered into the project waivers, Ortolani reasonably understood that the Community members on site were working as agents on behalf of COJ, AEL, and PAB.

It does not matter that Ortolani did not plead that the adults on site had entered into an explicit agency agreement with the Defendants. The facts show that the adults on site were COJ members (as well as agents of PAB and AEL) and thus they were bound to obey the Community Leadership and carry out the forced labor. Complaint, ¶¶ 31-47. *Doe S.S. v. Red Roof Inns*, No. 2:24-cv-01780-ALM-EPD, 2025 LX 229359, at *36 (S.D. Ohio Mar. 6, 2025) (citations omitted) (noting that agency "does not require an explicit agreement, contract, or understanding between the parties, . . . and when the facts establish the existence of an agency relationship, it will be found to exist whether the parties intended to create one or not"). As COJ members and employees of AEL and PAB, Ortolani believed that these adults on the site were working on behalf of all three Defendants and were subject to the control of each of them, sufficiently establishing an agency relationship. *See Hilton Domestic Operating Co.*, 2025 LX 511748, at *21. ("An agency relationship arises when a principal and an agent manifest assent 'that the agent shall act on the principal's behalf and subject to the principal's control.'").

Finally, since "the existence of an agency relationship is a question of fact, rather than one of law, this Court's task on a Rule 12(c) motion is to determine whether the pleadings and the attached exhibits present any conflicting evidence of an agency relationship…" *Red Roof Inns*, 2025 LX 229359, at *35. Ortolani has presented no conflicting evidence. He showed that the adults

on site, who were overwhelmingly COJ members and thus bound through COJ's control to do its bidding, forced Ortolani and the other COJ boys to build the Center. Complaint, ¶¶ 31-55, 64-65, 77. Plaintiff additionally alleged (1) how the forced labor on the worksite was directed by the Community Leadership (Complaint, ¶¶ 64-65); (2) that the Community Leadership similarly played a large role in the activities of AEL, and therefore in PAB as its supporting organization (Complaint, ¶¶ 23-27); and (3) that AEL and PAB's leadership are largely comprised of Community members (Complaint, ¶¶ 26-27). As such, Plaintiff has adequately pled how liability is imputed to Defendants through the conduct of their agents.

IV. PLAINTIFF'S WELL-PLEADED COMPLAINT STATES VALID TVPRA CLAIMS.

Congress passed the forced labor provision of the Trafficking Victims Protection Act (later reauthorized as the Trafficking Victims Protection Reauthorization Act or "TVPRA") "'to reach cases in which persons are held in a condition of servitude through nonviolent coercion,' as well as through 'physical or legal coercion.'" *Muchira v. Al-Rawaf*, 850 F.3d 605, 617 (4th Cir. 2017) (citing *United States v. Dann*, 652 F.3d 1160, 1169 (9th Cir. 2011)). To state a *prima facie* TVPRA claim under 18 U.S.C. § 1589, Ortolani must allege that the Defendants' "knowingly provide[d] or obtain[ed] 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;
>
> **(3)** by means of the abuse or threatened abuse of law or legal process; or
>
> **(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).

A. Ortolani has adequately pled that Defendants knowingly obtained his labor.

As shown in his Complaint, Ortolani has pled facts to show that the COJ, AEL and PAB all knowingly obtained his labor for the construction of the Center. The statute's scienter requirement mandates that there must be "evidence that the employer knowingly or intentionally threatened to harm the victim, with threats that would compel a reasonable person in the victim's position to remain in the employer's employ, against their will in order to avoid such threats of harm, when they otherwise would have left." *Claros*, 2025 LX 391763, at *10 (citations and internal quotations omitted).

As Ortolani pled, Defendants intended to build the Center to accommodate increased demand for their performances and to increase their influence and profits from those performances. Complaint, ¶¶ 25-26, 29, 61. Defendants took concrete actions to build the Center such as taking out a loan to finance the building. Complaint, ¶ 61. However, they were still concerned about the overall cost, so they decided to have the Community boys do much of the construction for free. Complaint, ¶¶ 61-63. Defendants knew that if they demanded that Ortolani and the other COJ boys work on the construction site and subjected them to psychological and physical punishments, then Ortolani would feel sufficiently threatened that he would acquiesce to the Defendants' demands. Complaint, ¶¶ 70-84.

They knew this because the COJ is a "high demand/high control" group that dominates all aspects of its members' lives. Complaint, ¶ 32. It demands absolute obedience and uses psychological and sometimes physical coercion such as shame and isolation to keep its members and their children in line. Complaint, ¶¶ 36-44. The Community Leadership, comprised of the "Prioress" and "Subprior," (Complaint, ¶ 17), and its members taught Ortolani that he must obey

all demands of the Community Leadership and other Community adults, many of whom also worked for AEL and PAB. Complaint, ¶¶ 26-27, 63. This was especially true because Ortolani was sometimes separated from his parents and told to treat all adult members of the COJ community as his parents. Complaint, ¶ 47. The COJ and other Defendants knew that Ortolani had been trained to obey Community adults no matter what and thus they decided to use him and the other COJ boys as free labor on their project.

To keep Ortolani and the other COJ boys in line, Defendants subjected Ortolani to daily psychological coercion on the work site through Light Sessions. Complaint, ¶ 73. The rest of the day involved physical coercion (Complaint, ¶¶ 78-79) and the COJ adults on site refusing to allow Ortolani or the other COJ boys the ability to ask even benign questions (Complaint, ¶ 80). Defendants knew that these threats from their agents, coupled with the COJ's control over Ortolani, would make it impossible for him to refuse to participate in the forced labor. They capitalized on this for their own financial gain.

In addition, Ortolani saw first-hand what happened to the COJ boys who tried to oppose the adults on-site when his brother, Noah, was beaten up and then put in near total isolation for six months after speaking back to a Community member on-site. Complaint, ¶¶ 81-83. As pled, what happened to Noah terrified Ortolani because he feared being physically harmed and isolated from the people in his life. Complaint, ¶ 84. Further, Ortolani details several examples of the physical punishments he and other COJ boys would be made to endure if they had a bad attitude or were accused of making a mistake. Complaint, ¶¶ 77-80. There would be no reason for these punishments to be issued if not to compel Ortolani's continued labor on the work site. Thus, Ortolani has sufficiently pled that Defendants knowingly obtained his labor.

i. The waivers do not absolve Defendants of liability.

Defendants claim that the waivers Ortolani's parents signed show that Defendants could not have known that they were obtaining his labor by force because his parents allegedly wanted their son to participate. Motion at 19. This is absurd. As a threshold matter, whether or not his parents wanted him to participate in this project says nothing about Ortolani's mental state or willingness to participate in these activities. It could be, and in fact is the case, that Ortolani's parents signed these waivers purely due to their membership in a high demand/ high control group, which controlled every aspect of their life, from their livelihood (Complaint, ¶¶ 51-53) to the care of their children (Complaint, ¶ 47), and that it is neither something that they wanted for their child nor something Ortolani himself wanted to participate in. However, his refusal was impossible because he would have faced serious harm.

1. Ortolani was required to do work that exceeded what the waivers contemplated.

Additionally, the waivers themselves are deficient for several reasons. First, the activities that Defendants required Ortolani to do in practice far exceeded what the waivers covered in both scope and intensity. *See* Motion, Exs. 2-5. For example, the waiver from the summer of 2019 (Motion, Ex. 2) states in relevant part, "I want my child to participate in the activities of AEL including…the construction, renovation and repair of AEL storage and practice facilities." In reality, Ortolani spent the summer of 2019 digging the foundation for the Center and laying rebar. *See* Complaint, ¶ 74.

The waivers exhibited at Motion Exs. 3 and 4, which were only signed *after* this intense work had already begun, more accurately state, "I want my child to participate in the construction of the new performing arts facility [for AEL (Ex. 3) and for the Foundation (PAB) (Ex. 4), respectively] ("Activities")…I understand that this is on a volunteer basis." However, Ortolani

was compelled to work in a way that far exceeded what this waiver contemplated. He was required to work 9 to 16 hours a day, six days a week (Complaint, ¶ 74), without being provided customary breaks (Complaint, ¶ 75). He was also denied schooling (Complaint, ¶¶ 93-95) and was not given proper safety gear to use on the construction site (Complaint, ¶¶ 86-87).

In similar situations, courts have ruled that waivers of this kind are not safe harbors for the managing entity. For example, in *Sherman v. Trinity Teen Sols., Inc.*, the court ruled that parents had not consented to forced labor when they had signed an agreement which allowed their children to work on a ranch as part of a therapy and schooling program. No. 20-CV-215-SWS, 2021 U.S. Dist. LEXIS 254753, at *18 and n.3 (D. Wyo. Nov. 30, 2021). The work and working conditions that these children faced were much harsher than the handbook that the parents signed had contemplated. *Id*. at *18. Thus, the court found that the allegations of force, threats of force and serious harm defeated the defendants' consent defense at the motion to dismiss stage because the parents had only consented to "various forms of good old-fashioned ranch work" and did not consent to punishments, such as food and sleep deprivation or forced isolation. *Id*. "The allegations of what Female Plaintiffs were forced to endure exceeds what a parent would reasonably understand they were consenting to by sending their child to TTS for reformation." *Id*. at *18-19 (citations omitted). This is precisely the case we have here and thus, the waivers Ortolani's parents signed are no defense.

2. The waivers are contracts for illegal activity and thus they are unenforceable.

Second, the activities Defendants contend are covered by the waivers are unlawful and therefore cannot be released as a matter of public policy, including because they violate Massachusetts child labor laws. *See* M.G.L.c. 149 § 61 (prohibiting heavy work in the building trades for children under sixteen years of age, as alleged in Complaint, ¶ 74); M.G.L.c. 149 § 60

(prohibiting permitting a child under sixteen years of age to work during hours when public schools are in session, as alleged in Complaint, ¶¶ 72,74,76); M.G.L.c. 149 § 65 (prohibiting a child under sixteen years of age from working more than six days in any one week, or more than forty-eight hours in any one week, or more than eight hours in any one day, etc., as alleged in Complaint, ¶¶ 72, 74, 76). Where the basis of an alleged contract is the parties' cooperative violation of the law, "[s]uch a contract, even if explicitly agreed to by both parties, is void and unenforceable as against public policy." *Kiely v. Raytheon Co.*, 105 F.3d 734, 736 (1st Cir. 1997). Even assuming, *arguendo*, that the waivers purported to cover the unlawful activities imposed on Plaintiff (which they did not), the waivers would nonetheless be unenforceable. "Courts will not lend their aid to relieve parties from the results of their own illegal adventures." *Id.* at 737 (citations omitted).

Additionally, courts have found that the law does not allow "bondage by parental consent or religious command" and that "[t]he Western legal tradition prohibits contracts consenting in advance to suffer assaults and other criminal wrongs. They are void as against public policy." *United States v. King*, 840 F.2d 1276, 1283 (6th Cir. 1988) (refuting the claim that a defendant convicted of holding a minor to involuntary servitude under the TVPRA's 18 U.S.C. § 1584 was immunized from liability because the parents consented in writing to the threats used to make the children work).

3. The waivers are void for inadequate consideration.

Third, the waivers are invalid because there was inadequate consideration. It is worth noting that the consideration in three of the four waivers amounted to merely $1.[4] Given that the activities allegedly covered in these waivers amounted to hundreds of hours of free labor by Plaintiff and the other children, the exchange of $1 is grossly inadequate and renders the waivers

[4] *See* Motion, Exs. 2-4. Ex. 5 does not mention consideration at all.

unenforceable on such grounds. *See Waters v. Min, Ltd*., 412 Mass. 64, 68 (1992) (internal quotations and citations omitted) ("gross disparity in the consideration alone may be sufficient to sustain [a finding that the contract is unconscionable], since the disparity "itself leads inevitably to the felt conclusion that knowing advantage was taken of [one party]").

4. The waivers are invalid because they were signed under coercion and duress.

The COJ, through its control of its members, demanded that Ortolani's parents sign these waivers. Complaint, ¶¶ 32-54, 63. As such, there is a legitimate question of fact as to whether the agreements were signed under duress and thus unenforceable. *See Desmond v. FDIC*, 798 F. Supp. 829, 843-44 (D. Mass. 1992) ("Where one party thus acts to strip the other of an opportunity to exercise any meaningful choice in entering into a contract, duress may lie.").

5. The enforceability of the waivers is a question of fact.

Lastly, nearly all of the cases Defendants cite in support of their waiver arguments are summary judgment motions. The matter of whether the waivers are enforceable, and whether they preclude Plaintiff's claims, is a question of fact for a later stage of this litigation. *See B-Dunz, Inc. v. Bilingual Montessori Sch. of Sharon*, No. 19-00336, 2021 Mass. Super. LEXIS 1210 (Feb. 11, 2021) (concluding that enforceability of a contract is a question of fact).

Further, and fatally for Defendants, the case law they cite concerns whether parental waivers preclude *negligence* claims. *See Sharon v. City of Newton,* 437 Mass. 99, (2002); *Zammuto v. Sky Zone LLC*, 100 Mass. App. Ct. 1120, (2022); *Vokes v. Ski Ward, Inc.*, Nos. 89625, 03-2313B, 2005 Mass. Super. LEXIS 346 (June 28, 2005). But Plaintiff's claims concern intentional torts and statutory violations, which cannot be waived away with a parent's signature. *See Gattineri v. Wynn MA, LLC*, 63 F.4th 71, 90 (1st Cir. 2023) (internal quotations and citation omitted) ("A contract

can be deemed illegal if it expressly violates a statute or, even if it does not, if finding it unenforceable is "necessary to accomplish the statute's objectives.").

While Defendants believe that *Sharon* immunizes them from liability, it in fact works against them. 437 Mass. at 110 n.12 ("Commentators have readily distinguished. . . exculpatory releases whose only effect is relief from ordinary negligence from those intended to relieve a party from gross negligence, or reckless or intentional conduct. . . .such an exemption [from liability] is always invalid if it applies to harm willfully inflicted or caused by gross or wanton negligence."). Plaintiff has alleged that the work he was forced to do violated the TVPRA, and as such, the contracts Defendants contend are at issue to do this work would be unenforceable.

Similarly, the cases cited by Defendants raise public policy considerations that are irrelevant to the instant matter. In *Sharon v. City of Newton,* there was a legitimate public policy interest in encouraging extracurricular athletic programs for school-age children that favored enforcement of the release at issue. 437 Mass. at 105. Here, there is no public policy interest in allowing organizations to evade liability for forced child labor. In fact, the *Sharon* court noted that it had not had the chance to rule on the validity of releases covering a compelled activity and indicated that the enforcement of such releases might well offend public policy. *See Sharon,* 437 Mass. at 106. Accordingly, the waivers do not preclude Ortolani's claims.

B. Plaintiff has adequately pled serious harm.

Ortolani's Complaint is replete with examples of serious harm. From Light Sessions (Complaint, ¶¶ 38-40, 73), ostracism though Hard Times (Complaint, ¶¶ 41-44, 83), to physical punishments like running in July in steel toed boots and being forced to do hundreds of push-ups (Complaint, ¶¶ 77-79), Ortolani believed and indeed saw that any pushback against the forced labor would be met with serious harm.

Serious harm is any harm, whether physical or nonphysical, including psychological 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*" *Muchira*, 850 F.3d at 618. In addition, "[t]he TVPRA was enacted to encompass more subtle forms of psychological abuse and nonviolent coercion than those previously required to hold perpetrators accountable." *Lewis v. Monks of the Most Blessed Virgin Mary of Mount Carmel*, No. 23-CV-202-KHR, 2024 U.S. Dist. LEXIS 123184, at *11-12 (D. Wyo. July 11, 2024) (citations omitted) (denying motion to dismiss TVPRA claim where plaintiffs were threatened with physical and psychological punishments to force them to work).

Serious harm is fundamentally a relative standard in which the particular vulnerabilities of the victim, such as being a child, must be taken into account in determining whether the harm was sufficiently serious. *See Muchira*, 850 F.3d at 618. As such, it is a factual inquiry and should not be grounds to dismiss these claims. *See Miller v. Vision of Hope Ministries, Inc.*, No. 4:25-CV-33-PPS-JEM, 2025 LX 496589, at *15-16 (N.D. Ind. Oct. 14, 2025) (finding that threats of community shunning, silent treatment and loss of privileges if the plaintiffs refused to perform unpaid labor are sufficient to state a plausible claim for forced labor under the TVPA at a motion to dismiss stage); *Figgs v. GEO Group, Inc.*, No. 1:18-cv-89-TWP-MPB, 2019 U.S. Dist. LEXIS 53991, 2019 WL 1428084, at *17 (S.D. Ind. Mar. 29, 2019) (denying motion to dismiss TVPA claim where Plaintiffs alleged sufficient facts to sustain said claim; "whether that statute has been violated is a question for the trier of fact").

Courts have found that youth and lack of education are relevant vulnerabilities for this analysis. *See Muchira*, 850 F.3d at 618-19. Defendants try to make light of what Ortolani

experienced while building the Center by suggesting that shaming, humiliation, threatened ostracism, and physical punishments do not constitute serious harm. Motion at 25-26. However, Ortolani was a child when he experienced these threats and consequences. As a child, he was particularly vulnerable to threats of losing the care from any adults in his community, especially since he had been taught to treat all adults as his own parents and thus was equally at the mercy of all adults for the basic care and necessities that a 12-year-old child would require.

In particular, Defendants mischaracterize what happened to Ortolani's brother Noah. Noah was physically abused and then ostracized him from his and Ortolani's community in response to speaking back to the adults on site. Complaint, ¶¶ 81-83. While Defendants claim that Noah "spent time with his father," this is an insincere attempt to twist the truth. Mot. at 23. Noah actually spent six months in near total isolation and was unable to go to school or participate in any other activities. Complaint, ¶ 83. This showed Ortolani the serious harm that would befall someone who opposed the forced labor that he was experiencing and made it entirely reasonable that Ortolani, as a 12- to 13-year-old child, would feel that it was unsafe to decline to participate in this labor.

i. Defendants' attempts to minimize the threats intentionally made against Ortolani fail.

Similarly, Defendants try to minimize the harm Ortolani experienced by claiming that he had access to his phone and his parents and left the work site daily. Motion at 21-23. Most absurdly, Defendants claim that what happened to Noah is proof that Ortolani could have stopped working building on the Center. Motion at 22-23.

As a threshold matter, all these arguments are inappropriate for a motion to dismiss as they are all issues of fact. *Metro. Prop. & Cas. Ins. Co. v. Savin Hill Family Chiropractic, Inc.*, 266 F. Supp. 3d 502, 536 (D. Mass. 2017*)* (noting that arguments that raise issues of fact are not

appropriate on a motion to dismiss, where the court is obliged to accept the well-pleaded facts as true and draw all reasonable inferences in the plaintiff's favor).

Even if Defendants' arguments were appropriate at this stage, they would fail. *See Franco v. Diaz*, 51 F. Supp. 3d 235, 247 (E.D.N.Y. 2014) (rejecting motion to dismiss TVPRA forced labor claims, holding that "it is of no consequence that plaintiff was sometimes left alone at defendants' house, that she could leave unaccompanied, or that she never attempted to leave and find different employment. The TVPRA does not require that plaintiffs be kept under literal lock and key.").

Defendants' contentions that Ortolani could not have been forced to work since he had access to his family and could leave the site at the end of the day are unavailing. *See* Motion, 21-23. Ortolani pled that he, as a COJ child under the age of 15, did not have a phone while he was building the Center (Complaint, ¶¶ 54, 64), was taken to the site each day by members of the COJ who had coordinated the rides (Complaint, ¶ 70), and was locked into the site all day (Complaint, ¶ 71). Ortolani also alleges that he was forced to work through the late hours of the evening and without adequate breaks or protective gear. Complaint, ¶¶ 74-76, 86-87. Finally, his brother Noah was forced to spend months in near total isolation because the Community members on the site perceived him as disrespectful. Complaint, ¶¶ 81-84. This is an example of the serious harm that would befall a child who pushed back against the labor that he and Ortolani were forced to endure. As such, Ortolani has sufficiently pled serious harm.

C. Ortolani has adequately pled a claim for beneficiary liability under 18 U.S.C. §§ 1589 and 1595.

As shown above in Sections IV(a) and IV(b), Ortolani has pled a valid claim under 18 U.S.C. § 1589. This section will focus on his claim for beneficiary liability pursuant to 18 U.S.C. § 1595. To plead that claim successfully, Ortolani must have alleged that a Defendant "knowingly benefit[ed]" from participation in a venture which the Defendant "knew or should have

known" was violating the TVPRA. *Ricchio v. Bijal, Inc.*, 424 F. Supp. 3d 182, 193 (D. Mass. 2019). Ortolani has done this.

i. The mens rea *for a beneficiary liability claim is low.*

As shown above in Section IV(A), Ortolani has sufficiently pled that Defendants knowingly obtained his labor. "Knowing" in the context of the civil statute, 18 U.S.C. § 1595, is a lower standard than in the criminal forced labor statute it covers, 18 U.S.C. § 1589. Ortolani has pled sufficient facts to meet this 18 U.S.C. § 1595 knowledge standard.

"Knowing" appears twice in 18 U.S.C. § 1595. Ortolani must have pled that a Defendant "knowingly benefit[ed]" and that the Defendant "knew or should have known" that it was participating in a venture that was committing forced labor. *See* 18 U.S.C. § 1595(a).

1. "Knowingly benefit"

"Knowingly benefit" is a low bar. The defendant only needs to know he or she received some financial benefit from the TVPRA violation. *Akhmad v. Bumble Bee Foods, LLC*, No. 25-cv-00583-BAS-DEB, 2025 LX 544045, at *15-16 (S.D. Cal. Nov. 12, 2025) (finding that a defendant knowingly benefited from forced labor on tuna fishing boats because it obtained and re-sold the tuna procured from these vessels on which Plaintiffs were forced to work). In addition, "a defendant accused of a beneficiary violation does not need to benefit financially — she can benefit either financially *or* by receiving anything of value." *Edmondson v. Raniere*, 751 F. Supp. 3d 136, 179 (E.D.N.Y. 2024) (internal quotations omitted) (denying motion to dismiss a TVPRA beneficiary liability claim under 18 U.S.C. § 1595).

COJ, PAB and AEL knowingly benefited from Ortolani's work because they spent less money building the Center. Complaint, ¶ 61, 65. Ortolani and the COJ boys' free labor meant that the Defendants did not have to hire as many workers. It allowed the Defendants to profit more

quickly from the Center because their building costs were lower (Complaint, ¶¶ 65, 107-108), and because the long hours without breaks Defendants and their agents forced Ortolani and the other COJ boys to work meant the Center was completed faster than if professional construction workers had been employed (Complaint, ¶ 66). Finally, Defendants "knowingly benefited" when they reported Ortolani and the other COJ boys' forced labor hours as volunteer hours to a bank, which matched those hours with direct financial contributions. Complaint, ¶¶ 96-97.

2. "Knew or should have known"

Massachusetts courts interpret the "knew or should have known" part of 18 U.S.C. § 1595 as a negligence standard. *Ricchio v. Bijal, Inc.*, 424 F. Supp. 3d at 193. Defendants knew that they were participating in forced labor. They all decided to enter into a forced labor scheme at the outset of the project when they agreed to have Ortolani and the other COJ boys do much of the work on site. Complaint, ¶ 61. They also knew they were committing forced labor when their agents (1) locked Ortolani and the other COJ boys into the site (Complaint, ¶ 71); (2) made them work 9 to 16 hours a day (Complaint, ¶ 71); (3) had him and others forego schooling (Complaint, ¶¶ 69, 93-95); (4) subjected them to both physical and psychological punishments (Complaint, ¶¶ 71-84); and (5) hid Ortolani and the other COJ boys from inspectors (Complaint, ¶¶ 98-99). *See Lewis*, 2024 U.S. Dist. LEXIS 123184, at *15-16 (finding that a plaintiff sufficiently established a TVPRA beneficiary liability claim where they were sometimes made to work more than 10 hours a day and defendant knew or should have known about the forced labor scheme).

Additionally, the cases Defendants invoke to dispute they had adequate knowledge for purposes of beneficiary liability are mostly sex trafficking cases against hotels. Motion at 29. These cases are inapposite because the hotels were not directly involved in the crime. They were simply the host for alleged sex trafficking and there were no allegations in these cases that the hotel staff

was directly involved in the sex trafficking. Here, the COJ, AEL and PAB directly participated in the forced labor by creating the "program" in which Ortolani labored and by making their construction site the place where the forced labor took place. Complaint, ¶¶ 61, 65-66, 70-74. As such, Ortolani has sufficiently pled that the Defendants knew or should have known that they were participating in a venture that was engaged in forced labor.

ii. Ortolani pled facts to show that Defendants participated in the forced labor venture.

There are two parts to the inquiry into whether Ortolani pled sufficient facts to show that Defendants participated in a venture. The first part is whether Ortolani pled facts which show that there was a venture, and the second part is whether he alleged Defendants' participation. Ortolani has done both.

1. Existence of a venture

Ortolani alleged that Defendants were involved in a venture to build their Center. Complaint, ¶¶ 26-30, 61-63. Courts define "venture" broadly as an undertaking or enterprise involving risk and potential profit. *Timko v. NSPA Lounge LLC*, No. 2:23-cv-1307, 2025 LX 378071, at *21 (W.D. Pa. July 30, 2025) (finding that a venture under 18 U.S.C. § 1595 can be a commercial venture involving risk and potential profit). It need not be focused exclusively on the forced labor. *See G.G. v. Salesforce.Com, Inc.*, 76 F.4th 544, 554 (7th Cir. 2023) (reversing dismissal of 18 U.S.C. § 1595 claim, in part, because plaintiff had adequately pled that defendants were engaged in a commercial venture even if it was not the focus of the alleged crime).

Similarly, the Defendants here were involved in a commercial venture. The COJ created both AEL and PAB to drive growth of its musical performances and increase their profits. Complaint, ¶¶ 23-29. In addition, the Defendants' venture to build their Center involved risk and potential profit because they had to take out a multi-million dollar loan to have enough money to

build it (Complaint, ¶ 61), which created a risk if they could not pay it back. It also involved potential and, ultimately, actual profit because the Defendants only decided to build the Center to host larger events and achieve higher profits and a larger following. Complaint, ¶¶ 26, 29. This has translated into actual profits since the Center has opened. Complaint, ¶¶ 106-108. As such, Ortolani has pled facts to show that there is a venture.

2. Participation in a venture

Similarly, Ortolani has pled facts to show that the Defendants participated in this venture. Courts define "participation" either as taking part in the venture or assisting or facilitating the venture. *Timko,* 2025 LX 378071, at *23-24. They are clear that this does not require each venture participant to commit overt acts in furtherance of the criminal act – in this case, forced labor. *Doe (L.M.) v. 42 Hotel Raleigh, LLC*, No. 5:23-CV-235-FL, 2024 U.S. Dist. LEXIS 165863, at *19 (E.D.N.C. Sep. 16, 2024).

Ortolani has cleared this hurdle by alleging that the Defendants and their agents contributed to the forced labor by entering into waivers for the "summer work program" façade, driving Ortolani to the construction site, locking him into the construction site, forcing him to work long hours and subjecting him to physical and psychological coercion, denying him schooling, and hiding Ortolani from inspectors when they came to the site. Complaint, ¶¶ 68, 70-84, 93-95, 98-99 and *see supra,* Section III(B). Therefore, Ortolani has sufficiently pled beneficiary liability.

D. Plaintiff has successfully alleged trafficking claims under the TVPRA.

A defendant who has violated 18 U.S.C. § 1589(a) has violated 18 U.S.C. § 1590 if that Defendant also recruited the victim to perform the forced labor. *Adia v. Grandeur Mgmt.*, 933 F.3d 89, 94 (2d Cir. 2019) (reversing dismissal of 18 U.S.C. § 1590 claim for trafficking because plaintiff pled that defendant violated 18 U.S.C. § 1589 and also recruited the plaintiff to perform

the forced labor); *Loh Xiao Han v. Interexchange, Inc.*, No. 1:23-cv-07786 (JLR), 2024 LX 17082, at *44 (S.D.N.Y. Aug. 28, 2024) (denying motion to dismiss 18 U.S.C. § 1590 claims because plaintiff had sufficiently pled violations of 18 U.S.C. § 1589 and pled that defendants recruited plaintiff to join the summer work program). Ortolani notes that contrary to Defendants' assertion that his claim under 18 U.S.C. § 1590 must fail because he did not adequately plead a claim under 18 U.S.C. § 1589 (*See* Mot. at 31), violating 18 U.S.C. § 1590 does not require violating 18 U.S.C. § 1589.. It only requires the defendant to recruit the plaintiff with intention of carrying out forced labor. *See Ricchio v. McLean*, 853 F.3d 553, 558 (1st Cir. 2017) (distinguishing § 1590 from § 1589 and explaining that § 1590(a) "is most obviously read as requiring only intent to produce the result described").

The definition of "recruit" in the context of § 1590 is "to secure the services of" and "persuade to do or help with something." *See Hongxia Wang v. Enlander*, 2018 U.S. Dist. LEXIS 37910, at *15 (S.D.N.Y. Mar. 6, 2018) (holding that plaintiff had sufficiently alleged recruitment under § 1590 through exploitative tactics of manipulation, coercion, monitoring, and social isolation to secure her services).

As shown *supra* in Section IV(A-C), Ortolani has pled that Defendants violated 18 U.S.C. § 1589. Ortolani also pled that Defendants recruited him to join their work program by requiring that all boys between the ages of nine and sixteen whose parents were members of the COJ participate in renovating AEL's storage facilities and then building the Center. Complaint, ¶¶ 64-69.

PAB and AEL also forced Ortolani's parents, through Defendants' culture of control, to sign waivers for him to participate in this work program. Complaint, ¶¶ 31-55, 68 and Motion, Exs. 2-5. These waivers are further evidence that Defendants recruited Ortolani because they show

that Defendants intentionally secured his services by making his parents give their explicit permission for him to participate in the "work program." The court in *Loh Xiao Han* also noted the signing of agreements as facts that show recruitment. 2024 LX 17082, at *9.

Defendants suggest that Plaintiff did not plead facts establishing that Defendants recruited him by citing *Lewis*, 2024 U.S. Dist. LEXIS 123184. *See* Mot. at 32. However, the § 1590 claim for direct liability in *Lewis*, failed because the plaintiffs did not plead any facts whatsoever indicating that the defendants threatened or coerced them (although the plaintiffs still prevailed on their beneficiary liability § 1590 claim). 2024 U.S. Dist. LEXIS 123184, at *18. Defendants' comparison with *Lewis* is inapposite, as Ortolani showed the ways in which COJ's coercive environment meant that he had no choice but to participate in the forced labor. Complaint, ¶¶ 31-55. Contrary to Defendants' assertion, Ortolani has plausibly alleged concrete acts of recruitment for the purpose of carrying out forced labor.

Separately, Defendants violated 18 U.S.C. § 1590 by harboring Ortolani. Since the TVPRA does not define "harbor," courts have looked to its dictionary meaning for guidance. *See Doe (K.R.D.) v. Hilton Worldwide Holdings Inc.*, 798 F. Supp. 3d 1082, 2025 LX 369630, at *30 (N.D. Cal. 2025). In *Doe (K.R.D.)*, the court recognized one definition of harbor to mean "to receive secretly and conceal." *Id.* As alleged, Defendants not only concealed the true nature of the forced labor project through their waivers (*See supra*, Section IV(A)(i)), but they also concealed Plaintiff and the other COJ boys' participation by hiding them away when inspectors visited the site for the purpose of continuing the COJ boys' forced labor. Complaint, ¶ 98-99. As such, Defendants harbored Ortolani under § 1590.

Ortolani has adequately alleged that Defendants knowingly obtained (*see supra,* Section IV(A)), recruited, and harbored him for the purposes of carrying out forced labor and as such, he has alleged a viable trafficking claim under § 1590.

E. Ortolani has adequately pled beneficiary liability for trafficking.

To plead a claim of beneficiary liability for trafficking under 18 U.S.C. § 1595, Ortolani must have alleged that a Defendant "knowingly benefit[ed]" from participation in a venture which the Defendant "knew or should have known" has engaged in an act in violation of the TVPRA to be held liable. *Ricchio v. Bijal, Inc*., 424 F. Supp. 3d at 193. As shown *supra* in Section IV(C), Ortolani sufficiently pled facts to show this.

Additionally, Ortolani has pled sufficient facts for his labor trafficking claim under 18 U.S.C. § 1590 to survive a motion to dismiss. *See* Section IV(D). Accordingly, Ortolani's beneficiary liability related to labor trafficking must similarly survive.

F. Plaintiff has adequately pled a claim for attempted forced labor and trafficking under 18 U.S.C. § 1594(a).

"Liability for an attempt crime requires intent to commit the crime and . . . conduct amounting to a substantial step towards the commission of a crime." *Patel v. Bandikatla*, 2021 LX 90321, at *10 (S.D.N.Y. Sep. 17, 2021) (internal quotations and citations omitted). The First Circuit found in a forced labor and trafficking case that the plaintiff had pled sufficient facts to establish the substantial step when the plaintiff pled that the defendants had harbored her and had received a benefit from her labor. *Ricchio v. McLean*, 853 F.3d at 557 (citations omitted) (noting that "[w]hile 'mere preparation' does not constitute a substantial step [for the purposes of attempt], a defendant 'does not have to get very far along the line toward ultimate commission of the object crime in order to commit the attempt offense'").

Ortolani too showed that Defendants intended to commit forced labor and trafficking when they recruited him to participate in the project (Complaint, ¶¶ 61-69), coordinated his transportation to the construction site (Complaint, ¶ 70), harbored him both to obtain his labor and to continue the forced labor at the construction site (Complaint, ¶¶ 69, 93-95, 98-99), and forced him to work six days a week, nine to 16 hours a day with few breaks (Complaint, ¶¶ 74-76). Similar to the plaintiff in *Ricchio v. McLean*, Ortolani also pled that the Defendants received a benefit from his labor including saving money on construction costs (Complaint, ¶¶ 61, 65), and in-kind financial contributions for the hours Ortolani worked (Complaint, ¶¶ 96-97), among others. *See supra,* Section IV(C)(i)(1).

Additionally, Ortolani has shown above that he plausibly pled violations of both 18 U.S.C. § 1589 and 18 U.S.C. § 1590 under 18 U.S.C. § 1595 and thus his attempt claims should survive as well. *Wen v. SanQuest, Inc.*, No. 3:24-CV-0852-B, 2025 LX 299256, at *13 (N.D. Tex. Jan. 23, 2025) (declining to dismiss attempted forced labor claim under 18 U.S.C. § 1594 because plaintiff had plausibly alleged violation of 18 U.S.C. § 1589).

G. Plaintiff has adequately pled a claim for conspiracy to commit forced labor and trafficking under 18 U.S.C. § 1594.

A conspiracy claim requires that there be an "agreement to violate the prohibition on forced labor." *Khatskevich v. Shapiro*, 2025 LX 147509, at *37 (denying motion to dismiss conspiracy claim under 18 U.S.C. § 1594 related to forced labor). However, this agreement need not be explicit. *Id*. at *38.

Rather, a plaintiff only needs to plead facts that show that "two or more persons entered into a joint enterprise for an unlawful purpose, with awareness of its general nature and extent. The knowledge of the parties is relevant to a conspiracy charge to the same extent as it may be for conviction of the substantive offense." *Edmondson*, 751 F. Supp. 3d at 183-184 (citations omitted).

See Ricchio v. McLean, 853 F.3d 553 at 556-557 (reversing motion to dismiss a conspiracy claim to violate 18 U.S.C. §§ 1589 and 1590 because defendants harbored plaintiff and received a benefit).

Plaintiff also notes that whether a conspiracy exists is a fact-intensive inquiry not resolvable by a motion to dismiss. *United States v. Upton*, 559 F.3d 3, 11 (1st Cir. 2009) (citations omitted) ("Determining the contours of the conspiracy ordinarily is a factual matter entrusted largely to the jury."). Ortolani has met his burden of pleading this claim at this stage. He pled that the Defendants entered into a joint enterprise to build their Center to increase their influence and profits, (Complaint, ¶¶ 26-30, 61, 64-68) and agreed to save money on building costs by recruiting Ortolani and forcing him to work long hours without adequate breaks or pay. Complaint, ¶¶ 2, 4, 61, 66, 74-76. Defendants harbored Ortolani and worked together to transport him to the construction site. Complaint, ¶¶ 67-69, 98-99.

Defendants' contention in their Motion that they were unaware of a wrongful act being perpetrated is firmly rebutted by the fact that the waivers they required Ortolani's parents to sign knowingly concealed the true nature of he performed (*see supra* Section IV(A)(i)(1)), and that they hid Ortolani when inspectors visited the site (Complaint, ¶¶ 98-99). As such, Ortolani has sufficiently pled his claim for conspiracy under § 1594.

V. PLAINTIFF HAS ADEQUATELY ALLEGED A VIABLE RICO CLAIM.

To plead a civil RICO claim under 18 U.S.C. § 1962(c), a plaintiff must allege four elements: (1) conduct; (2) of an enterprise; (3) through a pattern; (4) of racketeering activity. *Metro. Prop. & Cas. Ins. Co.*, 266 F. Supp. 3d at 519. Plaintiff has done so.

A. Plaintiff's claims are timely.

As a threshold matter, Ortolani's RICO claim is timely. RICO claims have a four-year statute of limitations. *See Agency Holding Corp. v. Malley-Duff & Assocs., Inc.*, 483 U.S. 143, 107 S. Ct. 2759 (1987). Defendants claim that Ortolani's RICO claims expired, at the latest, in 2024. Mot. at 35-36. However, Defendants misunderstand when Ortolani's cause of action actually *accrued*, and thus have miscalculated his statute of limitations.

Courts have held that a cause of action accrues when a plaintiff is able to file suit and obtain relief. *See Bay Area Laundry & Dry Cleaning Pension Tr. Fund v. Ferbar Corp.*, 522 U.S. 192, 201 (1997) ("Unless Congress has told us otherwise in the legislation at issue, a cause of action does not become 'complete and present' for limitations purposes until the plaintiff can file suit and obtain relief.") Critically, the First Circuit in *Lares Grp.,, II v. Tobin*, explicitly left open "the possibility that a different accrual rule may apply [to a RICO claim] where a plaintiff's injury does not complete their cause of action." 221 F.3d 41, 45 (1st Cir. 2000).

That is the situation we have here. Ortolani's cause of action was not complete until he turned 18 on January 16, 2025 because he believed that he was bound by the waivers that his parents signed. Once he turned 18, he was able to repudiate those waivers and file claims against Defendants. *See Sharon*, 437 Mass. at 107-08 ("it remains our law that the contract of a minor is generally voidable when she reaches the age of majority"). As such, his RICO cause of action did not accrue until he turned 18 on January 16, 2025, leaving him well within the four-year statute of limitations for his RICO claim when he filed his Complaint on July 16, 2025.

B. Ortolani has adequately pled conduct.

Ortolani has alleged a conspiracy among all three defendants in devising a plan to construct the Center. Complaint, ¶¶ 26-30, 61-63. "In order to 'participate, directly or indirectly, in the

conduct of such enterprise's affairs,' one must have some part in directing those affairs." *Reves v. Ernst & Young*, 507 U.S. 170, 179 (1993). RICO liability is not limited to those with primary responsibility for the enterprise, but some role in directing the enterprise's affairs is required. *Id*. Although Plaintiff has alleged that each Defendant had primary responsibility for the forced labor and trafficking scheme, all that is required here is that each Defendant took some part in directing the enterprise's affairs, a bar which he has certainly reached by alleging that the Defendants conceived of the project to build the Center, found the land and took out a loan, recruited Ortolani, and entered into waivers to gain his participation, among other activities. *Id. See* Complaint, ¶¶ 26, 28-30, 61-69.

C. Plaintiff has adequately pled an enterprise under RICO.

The Supreme Court has consistently held that the definition of an enterprise is to be interpreted broadly. *Metro. Prop. & Cas. Ins. Co.*, 266 F. Supp. 3d at 522 (citations omitted). An enterprise under RICO is defined as "any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity." *Id.* at 520 (citations omitted). To "prove the existence of associated-in-fact enterprise, the plaintiff need only show a continuing unit that functions with a common purpose." *Id*. at 523 (citations omitted).

Ortolani has met this burden. He alleged that the common purpose of the enterprise was to construct the Center. Complaint, ¶¶ 26, 28-30, 61-63. He also described the relationship between the organizations (Complaint, ¶¶ 23-30) and their relationship to the enterprise such as Defendants' obtaining the land and loan for the Center (Complaint, ¶¶ 61-63) and COJ providing the labor for the project (Complaint, ¶¶ at 61-63). Ortolani also noted the benefits that each Defendant received from the forced labor. Complaint, ¶¶ 61, 107-108.

Defendants contend that Plaintiff has not sufficiently separated the RICO "person" from the RICO "enterprise" and that the purpose of the enterprise he alleges is the same as the predicate acts. Motion at 36-37. This is untrue.

i. RICO "person" vs RICO "enterprise"

To establish RICO liability, the RICO person cannot simply be the enterprise referred to by a different name. *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 160, (2001). However, as the Supreme Court ruled in *Cedric Kushner*, there only needs to be a legal distinction between "person" and the enterprise. *Id.* at 165 (finding that for a RICO claim a sole employee of a company can be the RICO person and that same company can be the enterprise because they are different legal entities).

That is the situation we have in this case. Ortolani pled that each of the three Defendants - AEL, PAL and COJ - and their agents worked together to build the Center. Complaint, ¶¶ 26, 28-30, 61-63, 77. As Defendants themselves state, each Defendant is a distinct corporation and separate legal entity (Mot. at 13-14) and thus each are RICO "persons." These RICO persons then joined together into an association-in-fact entity in order to build the Center, which constitutes the enterprise.

ii. Purpose of the enterprise

The purpose of the enterprise needs to be distinct from the pattern of racketeering activity for RICO liability to attach. *See United States v. Nascimento*, 491 F.3d 25, 29 (1st Cir. 2007). As Ortolani alleged, the purpose of the RICO enterprise was to build the Center, not to commit forced labor as Defendants claim. Mot. at 37. Plaintiff's labor was simply one component of the larger enterprise. Complaint, ¶¶ 26, 28-30, 61-63. Ortolani alleges numerous components of this construction process outside of his labor, including Defendants obtaining land and loans for the

project (Complaint, ¶¶ 61-63) and generating money for the project by reporting the hours of labor to the bank (Complaint, ¶¶ 96-97). Had the purpose of the enterprise purely been forced labor, it would have been nonsensical for Defendants to remove Ortolani from the project as Ortolani describes. Complaint, ¶¶ 101-102. Thus, he adequately alleged the purpose of the RICO enterprise.

D. Pattern of racketeering activity

As explained *supra* in Section IV, Plaintiff has adequately alleged two violations of the TVPRA: forced labor (18 U.S.C. § 1589) and trafficking (18 U.S.C. § 1590) against all three Defendants. These violations constitute predicate acts of racketeering activity as defined in 18 U.S.C. § 1961(1) (definition of racketeering includes violating 18 U.S.C 1589 and 1590). Complaint, ¶¶ 153-155. Ortolani has similarly alleged that Defendants continue to benefit from their forced labor and trafficking scheme through tickets sales and positive media. Complaint, ¶ 108. As such, he has alleged a pattern of racketeering activity.

VI. PLAINTIFF HAS SUCCESSFULLY PLED HIS REMAINING CLAIMS.

A. Massachusetts Labor Trafficking

The elements of a claim under Massachusetts' labor trafficking statute, M.G.L.c. 265 § 51, are substantially similar to those of 18 U.S.C. § 1589. *See McClain v. Cape Air*, No. 22-cv-10649-DJC, 2023 U.S. Dist. LEXIS 220741, at *14 (D. Mass. Dec. 12, 2023). Few cases analyze M.G.L.c. 265 § 51 and thus the courts use TVPRA rulings as guidance. *Id.* at *5. Thus, Ortolani's claims should survive a motion to dismiss for the same reasons that his 18 U.S.C. § 1589 claims should survive. *See supra*, Section IV(A-C).

Additionally, while there are few cases addressing corporate liability under the Massachusetts labor trafficking statute, those that do make clear that proving "knowledge" of a corporate defendant can be accomplished using a theory of collective knowledge. *Commonwealth*

v. Martins Maint., Inc., 101 Mass. App. Ct. 186, 187 (2022). This allows for a more expansive view of the knowledge requirement than the TVPRA. Under Massachusetts law, an agent's knowledge of wrongdoing can be imputed to the entity regardless of whether that agent's criminal conduct was performed, authorized, or tolerated by the corporation's officials or managers. *See Id.* at 195. As Ortolani explained *supra* in Section IV(A, D), Defendants conceived of, recruited for, and carried out the forced labor scheme. However, even if Ortolani had not alleged that, the fact that he alleged that the Defendants' members physically and psychologically coerced him into building the Center on a near daily basis is sufficient for the Defendants to meet the knowledge requirement under this statue. As such, Plaintiff has certainly met his burden in establishing liability against Defendants for violations of M.G.L.c. 265 § 51.

B. Unjust enrichment

"To succeed with an unjust enrichment claim under Massachusetts law, a plaintiff must show that the defendant received, was aware of, and accepted or retained a benefit conferred by the plaintiff 'under circumstances which make such acceptance or retention inequitable.'" *Lass v. Bank of Am., N.A.*, 695 F.3d 129, 140 (1st Cir. 2012). Plaintiff meets each of these criteria. First, he alleges that Defendants benefitted from Plaintiff's work. Complaint, ¶¶ 5-6, 62, 107-08. Additionally, Plaintiff also alleges that Defendants "doubly profited from their forced labor scheme" by "fraudulently reporting the boys' hours to the bank in exchange for payments." Complaint, ¶¶ 96-97.

Second, Defendants were aware of the benefits Plaintiff provided. Ortolani alleges that his and the other COJ boys' labor saved Defendants money (Complaint, ¶¶ 61-62) and that Defendant COJ knew that it could compel its children to work for free (Complaint, ¶ 63). This rendered them plainly aware of the benefits of Plaintiff's and the other COJ boys' labor. Additionally, Defendants'

knowledge of the benefits they retained is evident since they extended the program due to its success as Plaintiff alleges. Complaint, ¶ 67. The fact that they hid Plaintiff on the construction site when inspectors came (Complaint, ¶¶ 98-99) also suggests that Defendants knew the benefits they were receiving from having the children work on site were wrongful.

Defendants rely almost entirely on the waivers that Ortolani's parents signed to argue that this unjust enrichment claim must fail. Mot. at 38-40. However, as noted *supra* in Section IV(A)(i), these waivers are invalid and thus cannot be used as shield against this unjust enrichment claim.

Additionally, "[w]hether a benefit is 'unjust' turns on the reasonable expectations of the parties." *Shea v. Am. Int'l, Coll.*, Civil Action No. 1:24-CV-114499-AK, 2025 LX 375660, at *14 (D. Mass. Sep. 5, 2025) (citations omitted). Therefore, the waivers do not absolve Defendants of liability because they do not actually cover the scope of the activities that Ortolani was forced to carry out. Defendants claim that this was simply a volunteer project, but it was not, and plaintiff explicitly alleged that "*had he known the extent of the labor he would be required to perform*, he reasonably would have expected compensation from Defendants for the benefit he provided to them." Complaint, ¶ 165 (emphasis added). Ortolani further alleged that his parents were unaware when they signed the waivers that he would stop attending school during the project. Complaint, ¶¶ 93-95. Thus, even if the waivers were valid, it would be a gross miscarriage of justice to hold that Ortolani could not have reasonable expectations of compensation for work that far exceeded both his and his parents' understanding of what he would be made to do. *See Sulaiman v. Laram*, 2017 U.S. Dist. LEXIS 54691, at *17 (S.D.N.Y. Apr. 4, 2017) (declining to dismiss an unjust enrichment claim in a forced labor case when plaintiffs pleaded that they performed significant work outside the scope of the governing contract).

Additionally, the work performed by Plaintiff and the other COJ boys was illegal. *See supra*, Section IV(A)(i)(2). Thus, the benefits conferred through that work were obtained illegally and it would be inequitable for the Defendants to retain them. Additionally, the waivers do not bar Ortolani's unjust enrichment claim. As such, Plaintiff has met his burden in alleging an unjust enrichment claim.

VII. CONCLUSION

For the reasons stated above, Plaintiff's Complaint adequately pled each of his causes of action, and Defendants' Motions to Dismiss should be denied in their entirety. In the event the Court dismisses Plaintiff's federal claims, the Court retains discretion under 28 U.S.C. § 1367(c) to determine whether the remaining state law claims are more appropriately adjudicated in another forum. In the alternative, Plaintiff requests leave to amend.

Dated: January 14, 2026

Respectfully submitted,

/s/ Lillian Smith

Lillian Smith (admitted *pro hac vice*)
MCALLISTER OLIVARIUS
641 Lexington Avenue, 13th Floor
New York, New York 10022
Tel: (212) 433-3456
lsmith@mcolaw.com

Kelly Guagenty (BBO# 658872)
Paula Bliss (BBO# 652361)
Kimberly Doughterty (BBO# 658014)
JUSTICE LAW COLLABORATIVE, LLC
210 Washington Street
North Easton, MA 02356
Tel: (508) 230-2700
Fax: (385) 278-0287
kelly@justicelc.com
paula@justicelc.com
kim@justicelc.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, Lillian Smith, hereby certify that this document 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 January 14, 2026.

/s/ Lillian Smith
Lillian Smith