

MPD:rad 24-180
SUPERIOR COURT

STATE OF RHODE ISLAND
PROVIDENCE, SC.

STATE OF RHODE ISLAND

VS.

C.A. No: PC-2024-04526

AECOM TECHNICAL SERVICES, INC.,
AETNA BRIDGE COMPANY,
ARIES SUPPORT SERVICES, INC.,
BARLETTA HEAVY DIVISION, INC.,
BARLETTA/AETNA 1-195 WASHINGTON
BRIDGE NORTH PHASE 2JV,
COLLINS ENGINEERS, INC.,
COMMONWEALTH ENGINEERS &
CONSULTANTS, INC.,
JACOBS ENGINEERING GROUP, INC.,
MICHAEL BAKER INTERNATIONAL, INC.,
PRIME AE GROUP, INC.,
STEERE ENGINEERING INC.,
TRANSYSTEMS CORPORATION, and
VANASSE HANGEN BRUSTLIN, INC.

**ANSWER OF DEFENDANT TRANSYSTEMS CORPORATION
TO PLAINTIFF'S AMENDED COMPLAINT**

Now comes defendant TRANSYSTEMS CORPORATION and responds as follows to the
numbered paragraphs of plaintiff's Amended Complaint ("complaint"):

FIRST DEFENSE

PARTIES

A. The Plaintiff

1. Upon information and belief, admitted.

B. The Defendants

2. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

3. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
4. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
5. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
6. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
7. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
8. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
9. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
10. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
11. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
12. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
13. Admitted.
14. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

JURISDICTION AND VENUE

15. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
16. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

FACTS

A. The Design and Construction of the Washington Bridge

17. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
18. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
19. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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21. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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23. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
24. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph

of plaintiff's complaint and leaves plaintiff to its proof thereof.

25. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
26. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
27. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
28. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
29. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
30. This defendant neither admits nor denies the allegations contained in this paragraph but leaves plaintiff to its proof thereof.
31. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
32. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

B. The Lichtenstein Report

33. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
34. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
35. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph

of plaintiff's complaint and leaves plaintiff to its proof thereof.

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39. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
41. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

D. The 2011 MBI Inspection

42. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
43. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
44. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
45. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

E. The State Engages AECOM for the Complete Design of the Rehabilitation of the Washington Bridge: A Design-Bid Build Project

46. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
47. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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56. This defendant is without knowledge or information sufficient to form a

belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

57. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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59. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
60. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

F. AECOM Inspects the Washington Bridge and Transmits Its Technical Evaluation Report and Inspection Report

61. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

G. RIDOT Receives and Relies on AECOM's Final Construction Plans

62. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
63. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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65. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

H. The Cardi Corporation Contract

- 66. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
- 67. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

I. Other Inspections of the Washington Bridge

- 68. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
- 69. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
- 70. Upon information and belief admitted.
- 71. Upon information and belief admitted.
- 72. Denied as to this defendant.
- 73. This defendant admits that it performed the inspections referenced in subpart (a) and (h).
- 74. Admitted as to this defendant.
- 75. Denied as to this defendant.

***J. A Second Attempt at Rehabilitation of the Washington Bridge:
A Design-Build Rehabilitation Project***

- 76. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
- 77. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

***K. The Joint Venture Embarks on the Design-Build
of the Washington Bridge***

78. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
79. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
80. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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87. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
88. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph

of plaintiff's complaint and leaves plaintiff to its proof thereof.

89. Unknown to this defendant based on the inspection services provided by this defendant to RIDOT.
90. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
91. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

L. The Emergency Closure of the Washington Bridge

92. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
93. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
94. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
95. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
97. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
98. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

99. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
100. Upon information and belief, admit.
101. Admitted that traffic was rerouted from the Washington Bridge onto the Eastbound Washington Bridge after the emergency closure of the Washington Bridge. Otherwise, denied.
102. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
103. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
104. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
105. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
106. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

This defendant is not required to respond to the allegations contained in paragraphs 107 through 110 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT II
Negligence
AECOM, Steere, Prime, and Aries Support Services

This defendant is not required to respond to the allegations contained in paragraphs 111 through 118 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

This defendant is not required to respond to the allegations contained in paragraphs 119 through 124 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT IV
Breach of Contract (2019)
AECOM

This defendant is not required to respond to the allegations contained in paragraphs 125 through 128 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT V
Breach of Fiduciary Duty
AECOM

This defendant is not required to respond to the allegations contained in paragraphs 129 through 135 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT VI
Breach of Contract
TranSystems (2016 and 2022 Inspection)

- 136. This defendant repeats and realleges its answers set forth in paragraphs 1 through 106 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
- 137. Admitted.
- 138. Admitted.
- 139. Denied.

140. Denied.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspection)

141. This defendant repeats and realleges its answers set forth in paragraphs 1 through 106 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.

142. This defendant neither admits nor denies the allegations contained in this paragraph but leaves plaintiff to its proof thereof.

143. Denied.

144. Denied.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 145 through 149 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT IX
Negligence
Collins (2017 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 150 through 153 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT X
Breach of Contract
AECOM (2017, 2019, 2020, 2023 Inspections)

This defendant is not required to respond to the allegations contained in paragraphs 154 through 158 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 159 through 163 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XII
Negligence
MBI (2018 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 164 through 167 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 168 through 172 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

This defendant is not required to respond to the allegations contained in paragraphs 173 through 177 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XV
Breach of Contract
The Joint Venture, Barletta, and Aetna (2021 Design-Build Contract)

This defendant is not required to respond to the allegations contained in paragraphs 178 through 182 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XVI

Negligence

The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers

This defendant is not required to respond to the allegations contained in paragraphs 183 through 189 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XVII

Contractual Indemnity

AECOM, Aetna, Barletta, and the Joint Venture

This defendant is not required to respond to the allegations contained in paragraphs 190 through 195 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XVIII

Declaratory Judgment Regarding Contractual Indemnity

AECOM, Aetna, Barletta, and the Joint Venture

This defendant is not required to respond to the allegations contained in paragraphs 196 through 199 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XXV

Declaratory Judgment Regarding Non-Contractual Indemnity

All Defendants

200. This defendant repeats and realleges its answers set forth in paragraphs 1 through 106 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
201. Denied as to this defendant.
202. Denied as to this defendant.
203. Denied as to this defendant.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

204. This defendant repeats and realleges its answers set forth in paragraphs 1 through 106 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
205. Denied as to this defendant.
206. Denied as to this defendant.
207. Denied as to this defendant.

COUNT XXI
Negligent Misrepresentation
AECOM

This defendant is not required to respond to the allegations contained in paragraphs 208 through 213 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

COUNT XXII
Negligent Misrepresentation
The Joint Venture, Barletta, and Aetna

This defendant is not required to respond to the allegations contained in paragraphs 214 through 220 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

SECOND DEFENSE

If plaintiff sustained injuries and damages as alleged which is denied, it assumed the risk of injury.

THIRD DEFENSE

If plaintiff sustained injuries and damages as alleged which is denied, the same was due to it want of due care under the circumstances.

FOURTH DEFENSE

Plaintiff's complaint should be dismissed for failure to state a claim upon which relief can be granted.

FIFTH DEFENSE

The acts of the defendant complained of in the complaint were neither the cause in fact nor the legal cause of any injuries or damages suffered by the plaintiff.

SIXTH DEFENSE

Any injuries or damages the plaintiff may have sustained are the proximate result of the conduct of a third party for whom this defendant is not legally responsible.

SEVENTH DEFENSE

This defendant hereby gives notice that it intends to rely upon any other defense that may become available or appear during or as a result of discovery proceedings in this action, and hereby reserves its right to amend its answer to assert each such defense or defenses.

EIGHTH DEFENSE

The plaintiff's claims are barred by the economic loss doctrine.

NINTH DEFENSE

The plaintiff's claims are barred, in whole or in part, because other parties' conduct constitutes an intervening and/or superseding cause of the plaintiff's alleged damages.

TENTH DEFENSE

The plaintiff's claims are barred, in whole or in part, because the plaintiff failed to mitigate its alleged damages.

ELEVENTH DEFENSE

The plaintiff's claims are barred, in whole or in part, by waiver, laches, estoppel, unclean hands or fraud.

TWELFTH DEFENSE

The plaintiff's claims are barred, in whole or in part, given the failure to preserve evidence.

THIRTEENTH DEFENSE

The plaintiff's claims are barred, in whole or in part, given the spoliation of evidence.

FOURTEENTH DEFENSE

The plaintiff's claims are barred by the applicable statutes of limitations and/or statute of repose.

WHEREFORE, this defendant demands that plaintiff's action against it be dismissed and that judgment be entered for said defendant.

Jury Trial Demand

This defendant demands a trial by jury and designates Mark P. Dolan, Esquire, as its trial attorney.

/s/ Mark P. Dolan

Mark P. Dolan, Esquire (#3280)

RICE DOLAN & KERSHAW

Attorneys for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2025, I ***filed and served*** this document through the electronic filing system to the following parties:

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Attorneys for Defendant Barletta/Aetna:

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