

STATE OF RHODE ISLAND
 PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND, :
 :
 Plaintiff, :
 :
 v. :
 :
 AECOM TECHNICAL SERVICES, INC., :
 AETNA BRIDGE COMPANY, ARIES :
 SUPPORT SERVICES, INC., :
 BARLETTA/AETNA 1-195 WASHINGTON: :
 BRIDGE NORTH PHASE 2 JV, 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., :
 :
 Defendants. :

CIVIL ACTION NO. PC-2024-04526

**ANSWER, AFFIRMATIVE DEFENSES AND DEMAND FOR TRIAL BY JURY OF
 DEFENDANT, PRIME AE GROUP, INC.**

NOW COMES the Defendant, Prime AE Group, Inc. (hereinafter referred to as “Defendant Prime”), by and through its undersigned counsel, and responds to the Plaintiff’s Amended Complaint as follows:

PARTIES

A. The Plaintiff

1. Defendant Prime admits the allegations contained in paragraph #1.

B. The Defendants

2. Defendant Prime neither admits nor denies the allegations contained in paragraph #2 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

3. Defendant Prime neither admits nor denies the allegations contained in paragraph #3 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

4. Defendant Prime neither admits nor denies the allegations contained in paragraph #4 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

5. Defendant Prime neither admits nor denies the allegations contained in paragraph #5 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

6. Defendant Prime neither admits nor denies the allegations contained in paragraph #6 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

7. Defendant Prime neither admits nor denies the allegations contained in paragraph #7 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

8. Defendant Prime neither admits nor denies the allegations contained in paragraph #8 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

9. Defendant Prime neither admits nor denies the allegations contained in paragraph #9 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

10. Defendant Prime neither admits nor denies the allegations contained in paragraph

#10 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

11. Defendant Prime admits that it is a corporation organized and existing under the laws of the State of Maryland, with its principal place of business located therein and that it is registered to do and does business in the State of Rhode Island. Defendant Prime neither admits nor denies the remaining allegations contained in paragraph #11 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

12. Defendant Prime neither admits nor denies the allegations contained in paragraph #12 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

13. Defendant Prime neither admits nor denies the allegations contained in paragraph #13 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

14. Defendant Prime neither admits nor denies the allegations contained in paragraph #14 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

JURISDICTION AND VENUE

15. Defendant Prime neither admits nor denies the allegations contained in Paragraph #15 as the said allegations do not constitute a statement of fact, but rather a conclusion of law and as such do not require a response by defendant. Insofar as the said allegations may be interpreted as statements of fact or to in any manner state a claim of liability against the defendant, they are denied.

16. Defendant Prime neither admits nor denies the allegations contained in Paragraph #16 as the said allegations do not constitute a statement of fact, but rather a conclusion of law and as such do not require a response by defendant. Insofar as the said allegations may be interpreted as statements of fact or to in any manner state a claim of liability against the defendant, they are denied.

17. Defendant Prime neither admits nor denies the allegations contained in Paragraph #17 as the said allegations do not constitute a statement of fact, but rather a conclusion of law and as such do not require a response by defendant. Insofar as the said allegations may be interpreted as statements of fact or to in any manner state a claim of liability against the defendant, they are denied.

FACTS

A. The Design and Construction of the Washington Bridge

18. Defendant Prime neither admits nor denies the allegations contained in paragraph #18 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

19. Defendant Prime neither admits nor denies the allegations contained in paragraph #19 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

20. Defendant Prime neither admits nor denies the allegations contained in paragraph #20 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

21. Defendant Prime neither admits nor denies the allegations contained in paragraph #21 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

22. Defendant Prime neither admits nor denies the allegations contained in paragraph #22 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

23. Defendant Prime neither admits nor denies the allegations contained in paragraph #23 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

24. Defendant Prime neither admits nor denies the allegations contained in paragraph #24 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

25. Defendant Prime neither admits nor denies the allegations contained in paragraph #25 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

26. Defendant Prime neither admits nor denies the allegations contained in paragraph #26 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

27. Defendant Prime neither admits nor denies the allegations contained in paragraph #27 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

28. Defendant Prime neither admits nor denies the allegations contained in paragraph #28 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

29. Defendant Prime neither admits nor denies the allegations contained in paragraph

#29 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

30. Defendant Prime neither admits nor denies the allegations contained in paragraph #30 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

31. Defendant Prime neither admits nor denies the allegations contained in paragraph #31 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

32. Defendant Prime neither admits nor denies the allegations contained in paragraph #32 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

B. The Lichtenstein Report

33. Defendant Prime neither admits nor denies the allegations contained in paragraph #33 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

34. Defendant Prime neither admits nor denies the allegations contained in paragraph #34 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

35. Defendant Prime neither admits nor denies the allegations contained in paragraph #35 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

36. Defendant Prime neither admits nor denies the allegations contained in paragraph #36 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

37. Defendant Prime neither admits nor denies the allegations contained in paragraph #37 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

38. Defendant Prime neither admits nor denies the allegations contained in paragraph #38 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

39. Defendant Prime neither admits nor denies the allegations contained in paragraph #39 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. Defendant Prime neither admits nor denies the allegations contained in paragraph #40 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

41. Defendant Prime neither admits nor denies the allegations contained in paragraph #41 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

D. The 2011 MBI Inspection

42. Defendant Prime neither admits nor denies the allegations contained in paragraph #42 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

43. Defendant Prime neither admits nor denies the allegations contained in paragraph #43 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

44. Defendant Prime neither admits nor denies the allegations contained in paragraph #44 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

45. Defendant Prime neither admits nor denies the allegations contained in paragraph #45 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

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

46. Defendant Prime neither admits nor denies the allegations contained in paragraph #46 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

47. Defendant Prime neither admits nor denies the allegations contained in paragraph #47 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

48. Defendant Prime neither admits nor denies the allegations contained in paragraph #48 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

49. Defendant Prime neither admits nor denies the allegations contained in paragraph #49 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

50. Defendant Prime neither admits nor denies the allegations contained in paragraph #50 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

51. Defendant Prime neither admits nor denies the allegations contained in paragraph #51, including subparagraphs a and b, as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

52. Defendant Prime neither admits nor denies the allegations contained in paragraph #52 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

53. Defendant Prime neither admits nor denies the allegations contained in paragraph #53 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

54. Defendant Prime neither admits nor denies the allegations contained in paragraph #54 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

55. Defendant Prime neither admits nor denies the allegations contained in paragraph #55, including subparagraphs a-c, as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

56. Defendant Prime neither admits nor denies the allegations contained in paragraph #56 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

57. Defendant Prime neither admits nor denies the allegations contained in paragraph #57 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

58. Defendant Prime neither admits nor denies the allegations contained in paragraph

#58 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

59. Defendant Prime neither admits nor denies the allegations contained in paragraph #59 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

60. Defendant Prime admits only that it was a subconsultant for AECOM. Defendant Prime neither admits nor denies the remainder of the allegations contained in paragraph #59 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

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

61. Defendant Prime neither admits nor denies the allegations contained in paragraph #61 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

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

62. Defendant Prime neither admits nor denies the allegations contained in paragraph #62 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

63. Defendant Prime neither admits nor denies the allegations contained in paragraph #63 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

64. Defendant Prime neither admits nor denies the allegations contained in paragraph #64 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

65. Defendant Prime neither admits nor denies the allegations contained in paragraph #65 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

H. The Cardi Corporation Contract

66. Defendant Prime neither admits nor denies the allegations contained in paragraph #66 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

67. Defendant Prime neither admits nor denies the allegations contained in paragraph #67 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

I. Other Inspections of the Washington Bridge

68. Defendant Prime neither admits nor denies the allegations contained in paragraph #68 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

69. Defendant Prime neither admits nor denies the allegations contained in paragraph #69 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

70. Defendant Prime neither admits nor denies the allegations contained in paragraph #70 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

71. Defendant Prime neither admits nor denies the allegations contained in paragraph #71 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

72. Defendant Prime neither admits nor denies the allegations contained in paragraph #72 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

73. Defendant Prime neither admits nor denies the allegations contained in paragraph #73, including subparagraphs a – i, as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

74. Defendant Prime neither admits nor denies the allegations contained in paragraph #74 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

75. Defendant Prime neither admits nor denies the allegations contained in paragraph #75 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

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

76. Defendant Prime neither admits nor denies the allegations contained in paragraph #76 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

77. Defendant Prime neither admits nor denies the allegations contained in paragraph #77 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

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

78. Defendant Prime neither admits nor denies the allegations contained in paragraph #78 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

79. Defendant Prime neither admits nor denies the allegations contained in paragraph #79 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

80. Defendant Prime neither admits nor denies the allegations contained in paragraph #80 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

81. Defendant Prime neither admits nor denies the allegations contained in paragraph #81 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

82. Defendant Prime neither admits nor denies the allegations contained in paragraph #82 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

83. Defendant Prime neither admits nor denies the allegations contained in paragraph #83 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

84. Defendant Prime neither admits nor denies the allegations contained in paragraph #84 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

85. Defendant Prime neither admits nor denies the allegations contained in paragraph #85 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

86. Defendant Prime neither admits nor denies the allegations contained in paragraph

#86 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

87. Defendant Prime neither admits nor denies the allegations contained in paragraph #87 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

88. Defendant Prime neither admits nor denies the allegations contained in paragraph #88 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

89. Defendant Prime neither admits nor denies the allegations contained in paragraph #89 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

90. Defendant Prime neither admits nor denies the allegations contained in paragraph #90 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

91. Defendant Prime neither admits nor denies the allegations contained in paragraph #91 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

L. The Emergency Closure of the Washington Bridge

92. Defendant Prime neither admits nor denies the allegations contained in paragraph #92 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

93. Defendant Prime neither admits nor denies the allegations contained in paragraph #93 as the defendant is without sufficient information or knowledge to form a belief as to the truth

of said allegations and calls upon the plaintiff to prove the same.

94. Defendant Prime neither admits nor denies the allegations contained in paragraph #94 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

95. Defendant Prime neither admits nor denies the allegations contained in paragraph #95 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. Defendant Prime neither admits nor denies the allegations contained in paragraph #96 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

97. Defendant Prime neither admits nor denies the allegations contained in paragraph #97 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

98. Defendant Prime neither admits nor denies the allegations contained in paragraph #98 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

99. Defendant Prime neither admits nor denies the allegations contained in paragraph #99 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

100. Defendant Prime neither admits nor denies the allegations contained in paragraph #100 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

101. Defendant Prime neither admits nor denies the allegations contained in paragraph #101 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

102. Defendant Prime neither admits nor denies the allegations contained in paragraph #102 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

103. Defendant Prime neither admits nor denies the allegations contained in paragraph #103 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

104. Defendant Prime neither admits nor denies the allegations contained in paragraph #104 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

105. Defendant Prime neither admits nor denies the allegations contained in paragraph #105 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

106. Defendant Prime neither admits nor denies the allegations contained in paragraph #106 as the defendant is without sufficient information or knowledge to form a belief as to the truth of said allegations and calls upon the plaintiff to prove the same.

CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT (2014) AECOM

107. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 106 above.

108. The allegations contained in paragraph #108 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

109. The allegations contained in paragraph #109 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

110. The allegations contained in paragraph #110 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT II - NEGLIGENCE
AECOM, STEERE, PRIME AND ARIES SUPPORT SERVICES**

111. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 110 above.

112. Defendant Prime neither admits nor denies the allegations contained in Paragraph #112 as the said allegations do not constitute a statement of fact, but rather a conclusion of law and as such do not require a response by defendant. Insofar as the said allegations may be interpreted as statements of fact or to in any manner state a claim of liability against the defendant, they are denied.

113. Defendant Prime neither admits nor denies the allegations contained in Paragraph #113, including subparagraphs a – g, as the said allegations do not constitute a statement of fact, but rather a conclusion of law and as such do not require a response by defendant. Insofar as the said allegations may be interpreted as statements of fact or to in any manner state a claim of liability

against the defendant, they are denied.

114. Defendant Prime denies the allegations contained in paragraph #114 and calls on the plaintiff to prove the same.

115. The allegations contained in paragraph #115 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

116. The allegations contained in paragraph #116 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

117. Defendant Prime denies the allegations contained in paragraph #117 and calls on the plaintiff to prove the same.

118. Defendant Prime denies the allegations contained in paragraph #114 and calls on the plaintiff to prove the same.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT III - NEGLIGENCE
COMMONWEALTH ENGINEERS (2019 AND 2023 INSPECTIONS)**

119. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 118 above.

120. The allegations contained in paragraph #120 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

121. The allegations contained in paragraph #121 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

122. The allegations contained in paragraph #122 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

123. The allegations contained in paragraph #123 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

124. The allegations contained in paragraph #124 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT IV
BREACH OF CONTRACT (2019) - AECOM**

125. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 124 above.

126. The allegations contained in paragraph #126 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

127. The allegations contained in paragraph #127 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

128. The allegations contained in paragraph #128 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT V
BREACH OF FIDUCIARY DUTY- AECOM

129. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 128 above.

130. The allegations contained in paragraph #130 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

131. The allegations contained in paragraph #131 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

132. The allegations contained in paragraph #132 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

133. The allegations contained in paragraph #133 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

134. The allegations contained in paragraph #134 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

135. The allegations contained in paragraph #135 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT VI
BREACH OF CONTRACT – TRANSYSTEMS (2016 AND 2022 INSPECTIONS)

136. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 135 above.

137. The allegations contained in paragraph #137 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

138. The allegations contained in paragraph #138 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

139. The allegations contained in paragraph #139 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

140. The allegations contained in paragraph #140 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT VII
NEGLIGENCE– TRANSYSTEMS (2016 AND 2022 INSPECTIONS)

141. Defendant Prime restates and incorporates herein by reference its answers to

paragraphs 1 through 140 above.

142. The allegations contained in paragraph #142 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

143. The allegations contained in paragraph #143 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

144. The allegations contained in paragraph #144 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT VIII
BREACH OF CONTRACT – COLLINS (2017 INSPECTIONS)**

145. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 144 above.

146. The allegations contained in paragraph #146 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

147. The allegations contained in paragraph #147 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

148. The allegations contained in paragraph #148 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

149. The allegations contained in paragraph #149 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT IX
NEGLIGENCE – COLLINS (2017 INSPECTIONS)**

150. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 149 above.

151. The allegations contained in paragraph #151 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

152. The allegations contained in paragraph #152 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

153. The allegations contained in paragraph #153 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT X
BREACH OF CONTRACT – AECOM (2017, 2019, 2020, 2023 INSPECTION)**

154. Defendant Prime restates and incorporates herein by reference its answers to

paragraphs 1 through 153 above.

155. The allegations contained in paragraph #155 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

156. The allegations contained in paragraph #156 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

157. The allegations contained in paragraph #157 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

158. The allegations contained in paragraph #158 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XI
BREACH OF CONTRACT – MBI (2018 INSPECTION)**

159. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 158 above.

160. The allegations contained in paragraph #160 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

161. The allegations contained in paragraph #161 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

162. The allegations contained in paragraph #162 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

163. The allegations contained in paragraph #163 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XII
NEGLIGENCE – MBI (2018 INSPECTION)**

164. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 163 above.

165. The allegations contained in paragraph #165 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

166. The allegations contained in paragraph #166 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

167. The allegations contained in paragraph #167 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT XIII
BREACH OF CONTRACT – JACOBS ENGINEERING (2021 INSPECTION)

168. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 167 above.

169. The allegations contained in paragraph #169 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

170. The allegations contained in paragraph #170 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

171. The allegations contained in paragraph #171 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

172. The allegations contained in paragraph #172 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT XIV
NEGLIGENCE – JACOBS ENGINEERING (2021 INSPECTION)

173. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 172 above.

174. The allegations contained in paragraph #174 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

175. The allegations contained in paragraph #175 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

176. The allegations contained in paragraph #176 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

177. The allegations contained in paragraph #177 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XV
BREACH OF CONTRACT – THE JOINT ADVENTURE, BARLETTA AND AETNA
(2021 DESIGN-BUILD CONTRACT)**

178. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 177 above.

179. The allegations contained in paragraph #179 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

180. The allegations contained in paragraph #180 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

181. The allegations contained in paragraph #181 are not directed to Defendant Prime

and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

182. The allegations contained in paragraph #182 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XVI
THE JOINT VENTURE, BARLETTA, AETNA, VHB AND
COMMONWEALTH ENGINEERS**

183. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 182 above.

184. The allegations contained in paragraph #184 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

185. The allegations contained in paragraph #185 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

186. The allegations contained in paragraph #186 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

187. The allegations contained in paragraph #187 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

188. The allegations contained in paragraph #188 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

189. The allegations contained in paragraph #189 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT XVII
CONTRACTUAL INDEMNITY – AECOM, AETNA, BARLETTA AND
THE JOINT VENTURE

190. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 189 above.

191. The allegations contained in paragraph #191 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

192. The allegations contained in paragraph #192 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

193. The allegations contained in paragraph #193 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

194. The allegations contained in paragraph #194 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted

as applying to the defendant, they are denied.

195. The allegations contained in paragraph #195 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XVIII
DECLARATORY JUDGMENT REGARDING CONTRACTUAL INDEMNITY AECOM,
AETNA, BARLETTA AND THE JOINT VENTURE**

196. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 195 above.

197. The allegations contained in paragraph #197 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

198. The allegations contained in paragraph #198 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

199. The allegations contained in paragraph #199 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XIX
DECLARATORY JUDGMENT REGARDING NON-CONTRACTUAL INDEMNITY
ALL DEFENDANTS**

200. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 199 above.

201. Defendant Prime denies the allegations contained in paragraph #201 and calls on the plaintiff to prove the same.

202. Defendant Prime denies the allegations contained in paragraph #202 and calls on the plaintiff to prove the same.

203. Defendant Prime denies the allegations contained in paragraph #203 and calls on the plaintiff to prove the same.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XX
DECLARATORY JUDGMENT REGARDING CONTRIBUTION
ALL DEFENDANTS**

204. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 203 above.

205. Defendant Prime denies the allegations contained in paragraph #205 and calls on the plaintiff to prove the same.

206. Defendant Prime denies the allegations contained in paragraph #206 and calls on the plaintiff to prove the same.

207. Defendant Prime denies the allegations contained in paragraph #207 and calls on the plaintiff to prove the same.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

**COUNT XXI
NEGLIGENT MISREPRESENTATION**

AECOM

208. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 207 above.

209. The allegations contained in paragraph #209 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

210. The allegations contained in paragraph #210 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

211. The allegations contained in paragraph #211 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

212. The allegations contained in paragraph #212 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

213. The allegations contained in paragraph #213 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the defendant recover costs and attorneys' fees, as allowed by law.

COUNT XXII
NEGLIGENT MISREPRESENTATION
THE JOINT VENTURE, BARLETTA, AND AETNA

214. Defendant Prime restates and incorporates herein by reference its answers to paragraphs 1 through 213 above.

215. The allegations contained in paragraph #215 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

216. The allegations contained in paragraph #216 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

217. The allegations contained in paragraph #217 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

218. The allegations contained in paragraph #218 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

219. The allegations contained in paragraph #219 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

220. The allegations contained in paragraph #220 are not directed to Defendant Prime and do not require a response by the defendant. Insofar as the said allegations may be interpreted as applying to the defendant, they are denied.

WHEREFORE, Defendant Prime demands that the Complaint be dismissed, and that the

defendant recover costs and attorneys' fees, as allowed by law.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Defendant states that the plaintiff's claims should be dismissed pursuant to Rhode Island Rules of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Defendant states that if the Plaintiff was injured or damaged as alleged, the Plaintiff assumed the risk of such injuries or damages and/or consented to the complained of conduct.

THIRD AFFIRMATIVE DEFENSE

The Defendant states that the acts complained of were not committed by a person for whose conduct the Defendant was legally responsible.

FOURTH AFFIRMATIVE DEFENSE

The Defendant states that this action is barred by the applicable statute of limitations.

FIFTH AFFIRMATIVE DEFENSE

The Defendant states that if the Defendant was negligent, which the Defendant denies, the Plaintiff sustained no injuries or damages by reason of any negligence of the Defendant, and, therefore, cannot recover in this action.

SIXTH AFFIRMATIVE DEFENSE

The Defendant states that the Plaintiff's recovery is barred or limited by comparative negligence.

SEVENTH AFFIRMATIVE DEFENSE

The Defendant states that, to the extent he had any obligation to the Plaintiff, such obligation has been fully, completely, and properly performed in every respect.

EIGHTH AFFIRMATIVE DEFENSE

The Defendant states that Plaintiff's Complaint must be dismissed due to insufficiency of process and/or insufficiency of service of process.

NINTH AFFIRMATIVE DEFENSE

The Defendant specifically denies that Plaintiff is entitled to any of the relief sought in any of the paragraphs of the Complaint.

TENTH AFFIRMATIVE DEFENSE

The Plaintiff's Claims are barred by the doctrines of waiver, estoppel, laches, and unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

The Defendant states that if the Plaintiff was injured or damaged as alleged, the Plaintiff's claims are barred by the economic loss doctrine.

TWELFTH AFFIRMATIVE DEFENSE

The Plaintiff's claims for declaratory judgment are not ripe for judicial review.

THIRTEENTH AFFIRMATIVE DEFENSE

The Plaintiff's claims for declaratory judgment are subject to a Court Order and should be dismissed, severed, stayed, or any such further relief consistent with said Order.

FOURTEENTH AFFIRMATIVE DEFENSE

The Defendant specifically denies all remaining and heretofore unanswered allegations contained in the Complaint.

**THE DEFENDANT RESERVES THE RIGHT TO ASSERT ADDITIONAL
AFFIRMATIVE DEFENSES UPON THE COMPLETION OF DISCOVERY.**

DEMAND FOR JURY TRIAL

The Defendant respectfully demands a trial by jury on all claims and issues so triable.

Respectfully submitted,
Defendant, Prime AE Group, Inc.,
By Its Attorneys,

/s/ John A. Donovan III
John A. Donovan, III, 5707
Samuel E. Cote, #10874
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DATED: June 13, 2025

CERTIFICATE OF SERVICE

I, John A. Donovan III, hereby certify that the within document was filed through the Odyssey File & Serve and will be sent electronically to all registered participants as identified on the RI ECF filing system on June 13, 2025.

/s/ John A. Donovan III