

STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

_____, individually and on behalf of all
others similarly situated,

Plaintiff,

- against -

ATR NEW YORK LH, INC., SHAKER OWNER LLC,
PEREGRINE SENIOR LIVING LLC, and PEREGRINE
HEALTH MANAGEMENT COMPANY, INC., d/b/a
"PEREGRINE SENIOR LIVING" d/b/a "PEREGRINE
SENIOR LIVING AT SHAKER" d/b/a "PEREGRINE
SHAKER,"

Defendants.

SUMMONS

Index No.:

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HERBY SUMMONED and required to serve upon plaintiff's attorneys an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint. The basis of venue designated above is that plaintiff resides in Albany County.

Dated: September 6, 2024

/s/ Donald W. Boyajian
/s/ James R. Peluso

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STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

_____, individually and on behalf of all
others similarly situated,

Plaintiff,

**CLASS ACTION
COMPLAINT**

- against -

Index No.:

ATR NEW YORK LH, INC., SHAKER OWNER LLC,
PEREGRINE SENIOR LIVING LLC, and PEREGRINE
HEALTH MANAGEMENT COMPANY, INC. d/b/a
"PEREGRINE SENIOR LIVING" d/b/a "PEREGRINE
SENIOR LIVING AT SHAKER" d/b/a "PEREGRINE
SHAKER,"

Defendants.

Plaintiff, individually and on behalf of all others similarly situated, by and through her
attorneys Dreyer Boyajian LLP, as and for her class action complaint against defendants, alleges
as follows:

INTRODUCTION

1. Plaintiff brings this action against defendants for personal injuries arising from an
outbreak of Legionnaires’ disease at Peregrine Senior Living at Shaker, an assisted living facility
located at 345 Northern Boulevard Albany, New York 12204.

THE PARTIES

2. Plaintiff _____ is an individual residing in Albany County, State of New
York, and at all relevant times was a resident of Peregrine Senior Living at Shaker.

3. Upon information and belief, defendant ATR New York LH, Inc., d/b/a “Peregrine
Shaker” was and is a corporation organized and existing under the laws of the Commonwealth of

Virginia with a principal place of and registered with the New York State Department State as having a principal executive office located at 500 North Hurstbourne Parkway, Suite 200, Louisville, KY 40222.

4. At all relevant times, defendant ATR New York LH, Inc., was the NYSDOH licensed Operator of Peregrine Senior Living at Shaker under Operating Certificate Number 000-S-011.

5. Upon information and belief, Shaker Owner LLC was and is a company organized and existing under the laws of Delaware, is registered with the New York State Department State, and has a principal place of business located at c/o Peregrine Senior Living, LLC, 217 Montgomery Street, 6th Floor, Syracuse, NY 13202.

6. Defendant Shaker Owner LLC is the owner of the real property known as the Peregrine Senior Living at Shaker located at 345 Northern Boulevard Albany, New York 12204.

7. Upon information and belief, defendant Peregrine Senior Living LLC, d/b/a “Peregrine Senior Living” d/b/a “Peregrine Senior Living at Shaker,” d/b/a “Peregrine Shaker,” was and is a company organized and existing under the laws of New York State with a principal place of business located at 217 Montgomery Street, 6th Floor, Syracuse, NY 13202.

8. Upon information and belief, defendant Peregrine Health Management Company, Inc., d/b/a “Peregrine Senior Living” d/b/a “Peregrine Senior Living at Shaker,” d/b/a “Peregrine Shaker,” was and is a company organized and existing under the laws of New York State with a principal place of business located at 217 Montgomery Street, 6th Floor, Syracuse, NY 13202.

9. At all relevant times, upon information and belief, defendants ATR New York LH, Inc., Shaker Owner LLC, Peregrine Senior Living LLC, and Peregrine Health Management Company, Inc., were engaged in the ownership, management, and/or operation of Peregrine Senior

Living at Shaker.

STATEMENT OF FACTS

10. According to Peregrine Senior Living’s website, it is “one of the top senior living companies in the country.”

11. Upon information and belief, the Peregrine Senior Living defendants own, manage, control, and otherwise operate at least ten (10) senior living facilities in New York State, including: Peregrine Senior Living at Clifton Park, Peregrine Senior Living at Colonies, Peregrine Senior Living at Crossgate, Peregrine Senior Living at Del Mar Place, Peregrine Senior Living at Guilderland, Peregrine Senior Living at Shaker, Peregrine Senior Living at Cheektowaga, Peregrine Senior Living at Orchard Park, Peregrine Senior Living at Athenaeum of Skaneateles, and Peregrine Senior Living at Onondaga Hill.

12. Plaintiff became a resident of Peregrine Senior Living at Shaker in or about March 2024.

13. Upon information and belief, Peregrine Senior Living at Shaker has a capacity of approximately 171 residents.

14. According to Peregrine Senior Living’s website, “[a]ssisted living is specifically designed to support a range of daily living activities, including:

- Getting dressed: This includes choosing and putting on appropriate clothing for the day.
- Personal hygiene: This involves tasks like brushing teeth, bathing or showering, and grooming.
- Meal preparation: Planning and cooking meals to ensure proper nutrition and dietary needs are met.

- Medication management: Taking prescribed medications at the right time in the correct dosage.
- Mobility and exercise: Engaging in physical activities to maintain strength, balance, and overall health.
- Household chores: Cleaning, organizing, and maintaining a safe living environment.
- Socializing: Connecting with friends and family, participating in community activities, or joining clubs/groups.
- Transportation: Arranging and using means of transportation to go to appointments, run errands, or visit loved ones.”¹

15. Peregrine Senior Living’s website further states that it maintains the highest standards of senior living cleanliness; that “[k]eeping residents, family members, visitors and staff safe and healthy is at the top of the list for today’s senior living communities, and paying special attention to safe and effective methods of cleaning and sanitation is critical”; and that “[a]t Peregrine, we are looking out for you.”

16. Peregrine Senior Living states that “[h]ere are some of the ways that today’s communities are approaching senior living cleanliness:

- Training staff. Senior living cleanliness calls for keeping the staff up-to-date on new procedures and guidelines for cleaning and sanitation. Regularly evaluating how to interact safely with residents and visitors. Today’s senior living staff members also are taking extra measures to monitor their own health, so they can let their supervisors know if they need to be absent due to illness.
- Using the right tools. Choosing cleaning products recommended by the EPA, and regularly reviewing CDC guidelines for cleaning and disinfecting.

¹ See <https://peregrineseniorliving.com/lifestyle/assisted-living/>.

- Cleaning continuously. Today’s cleaning crews know that cleaning is ongoing and it’s about more than the doors of resident apartments or the front lobby. It’s having hand sanitizer stations throughout the community. Checking and re-checking any area where there is a lot of traffic, such as dining areas, the spa and beauty shop, fitness center, wellness center, storage areas, handrails in the hallways, materials in the library, and so much more.
- Using disinfectants properly. A quick wipe isn’t going to do the job. In today’s senior living communities, staff receive instruction on the importance of letting disinfectant sit long enough on high-touch surfaces, such as door handles and light switches, so that the disinfectant can be on the surface long enough to destroy harmful bacteria.
- This is especially important in senior living cleanliness, as it’s not just residents and staff members who are touching these surfaces, it’s guests, therapists, family members, visitors and others. Properly used, hospital-grade disinfectants can stop norovirus and other sources of infection.
- Cleaning in the right order. In a resident’s room, it’s important to start at the top, with higher surfaces. Also, crews are trained to clean least dirty objects first, such as a mirror, or picture on the wall. Then, move to areas that are more likely to hold germs, such as a countertop or faucet.
- Keeping the air filtration system clean. More than ever, today’s communities recognize the importance of regularly inspecting and cleaning air filtration materials. In addition, many communities are investigating how their HVAC system can be modified to increase the rate of exchange with fresh air from the outside and also reduce recirculation once the air is inside.
- Bringing in fresh air. Covid-19 inspired many communities to go outdoors more than ever for activities and events. That is still true today, but in addition, senior living cleanliness today calls for exploring ways of improving ventilation by bringing more fresh air inside. Doing this can help disperse viral particles in the air and lower the risk of people inhaling them or getting infected through their eyes, nose, or mouth.”²

17. The Peregrine Senior Living-Peregrine Shaker Resident Handbook and Team Directory states that its “Maintenance Director is responsible to ensure the community is safe, sanitary and well-maintained. Supervises Housekeepers, Laundry Assistants and Maintenance Assistants.”

² See <https://peregrineseniorliving.com/how-senior-living-communities-maintain-high-standards-of-cleanliness/>.

18. On or about August 26, 2024, plaintiff was taken to the emergency room and hospitalized. She was later admitted to a second hospital.

19. During her hospitalization, plaintiff tested positive for Legionella bacteria and suffered Legionellosis related illness, also known as “Legionnaire’s Disease.”

20. On or about September 4, 2024, plaintiff was transferred to a rehabilitative facility for further treatment and care.

21. During her hospitalization, the Peregrine Senior Living at Shaker defendants wrote a letter on or about August 30, 2024, to plaintiff and other members of the Peregrine Shaker community, acknowledging that “some residents” at Peregrine Shaker had been diagnosed with Legionellosis.

22. The August 30, 2024 letter stated that the facility’s water was being tested by the Albany County and New York Departments of Health, and advised residents “not to consume, bathe, shower or perform oral care with unfiltered potable water from the community until our water program is fully implemented and validated.”

23. Plaintiff then received letters from Peregrine Senior Living dated September 1 and September 5, 2024, which stated, among other things, that three community residents had died from Legionellosis illness; that the Albany County and New York State Departments of Health had placed the facility under water restrictions; that residents were not to use tap water, unfiltered potable water, and ice machines; that bottled water was being made available to residents; that Peregrine Shaker had installed “advanced water filters” and dedicated “shower areas for bathing and created a shower schedule for our residents;” that “[i]n between, consider shower wipes or alternative bathing methods, including sponge baths”; that the “advanced water filters” would be

installed in each resident apartment (bathroom sink and shower head); and that a “state of the art water source treatment system” would be installed and “available for the entire resident community.”

24. Absent from defendants’ notice was that they were legally required to report all suspected and confirmed cases of Legionnaires’ disease.

25. According to local reports, health officials became aware of a cluster of Legionella cases at Peregrine Shaker on August 30, 2024, with twenty (20) people having been hospitalized, including the three who died.

26. Upon information and belief, there are already more than ten (10) confirmed cases of Legionella infection at Peregrine Senior Living at Shaker.

27. Upon information and belief, at least three (3) residents of Peregrine Senior Living at Shaker have died from Legionellosis illness as a result of exposure to the facility’s water systems.

28. According to local reports, the water system at Peregrine Shaker tested positive for the presence of Legionella bacteria.

29. Legionnaires’ Disease, also known as Legionellosis, acquired its name in 1976 when an outbreak of pneumonia occurred among persons attending a convention of the American Legion at the Bellevue Stratford Hotel in Philadelphia, Pennsylvania. The outbreak was later determined to be caused by bacterium found in a cooling tower. Of the attendees, 34 died and 221 people became ill with pneumonia caused by the bacterium, later named Legionella pneumophila.

30. Legionellosis symptoms can include headache, muscle aches, fever, cough, shortness of breath, chest pain, confusion, and gastrointestinal symptoms such as nausea, vomiting and diarrhea. In severe cases, those infected may experience lung failure and/or death.

31. Outbreaks of Legionnaires' Disease typically occur after persons breath in air laced with toxic levels of Legionella pneumophila, which generally emanates from an aerosolized water source, fine sprays, mists, or other microscopic droplets. The disease most often affects older individuals and those with a weakened or compromised immune system. Though Legionnaires' Disease has a relatively low death rate, the risk of fatality grows dramatically when exposed to high-risk individuals.

32. The vast majority—if not all—of the residents of The Peregrine Senior Living at Shaker are among those at risk of contracting Legionellosis illness.

33. Since the 1976 outbreak in Philadelphia, it has been widely recognized in the industry that improperly maintained aerosolized water systems are one of the leading sources for the transmission of Legionnaires' Disease to the public at large.

34. Although Legionella may exist naturally in fresh water, the bacteria thrive in warm water. Plumbing systems, air-conditioning systems, water tanks, boilers, hot tubs, and fountains are high-risk areas for Legionella pneumophila to grow.

35. Thus, it is imperative that property owners, managers, and operators properly maintain and clean any aerosolized water systems because it is reasonably foreseeable that the failure to do so may cause an outbreak of Legionnaires' Disease.

36. At all relevant times, defendants furnished residents and visitors of Peregrine Senior Living at Shaker with water for drinking, showering, bathing, and other household uses.

37. Upon information and belief, defendants failed to reasonably design, maintain, inspect, test, clean, treat, and/or operate its water systems to protect against Legionella.

38. Upon information and belief, defendants failed to adequately test the water systems at Peregrine Senior Living at Shaker for the presence of Legionella.

39. Moreover, upon information and belief, defendants consciously and intentionally disregarded an extreme risk of harm to others, including plaintiff, which defendants either know or should have known was likely to occur as the facility contains aerosolized water sources that a susceptible population uses on a daily basis.

40. As a direct and proximate result of defendants' negligent and/or willful failure to adequately design, maintain, clean, treat and operate its water systems, plaintiff suffered Legionella infection and related illness.

41. As a result, plaintiff suffered, among other things, debilitating personal injuries requiring hospitalization and continuing rehabilitative care.

42. As a direct and proximate result of the foregoing, plaintiff suffered general and special, incidental, and consequential damages which shall be fully proven at the time of trial, including, but not limited to both past and future damages for: bodily injury, pain and suffering, loss of enjoyment of life, risk of future injury, medical and medical related expenses, travel and lodging related expenses, emotional distress and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances.

CLASS ACTION

43. Plaintiff brings this action, on behalf of themselves and all others similarly situated, as a class action pursuant to Article 9 of the New York Civil Practice Law and Rules.

44. Plaintiff seeks to represent a New York State Class consisting of all persons who resided or visited Peregrine Senior Living at Shaker and suffered Legionellosis illness as a result of exposure to the facility's water systems in August and/or September of 2024.

45. The exact number of members of the class is not known to plaintiff, but upon information and belief, is sufficiently numerous such that joinder of individual members herein is

impracticable.

46. There are numerous questions of law and fact common to plaintiff and the class, including:

- a. Whether defendants failed to perform their duty to properly maintain the premises in a reasonably safe condition;
- b. Whether defendants failed to provide a reasonably clean and sanitary environment for its residents and visitors;
- c. Whether defendants failed to adequately design, construct and maintain the premises and its water systems to prevent and protect against the risk of unsafe or dangerous conditions, including the presence of Legionella bacteria;
- d. Whether defendants failed to adequately monitor the safety and sanitary conditions of its premises and the health status of its residents;
- e. Whether defendants failed to adequately inspect, monitor, and test the premises and its water systems for the presence of Legionella bacteria;
- f. Whether defendants failed to adopt, enact, employ, and enforce proper and adequate policies, maintenance programs, sampling, and management plans for the detection and prevention of Legionella at the premises;
- g. Whether defendants failed to properly train and supervise its employees, agents, or those to whom it had entrusted the care and maintenance of the premises and water systems, and in particular with respect to the prevention of Legionella bacteria colonization;
- h. Whether defendants failed to provide proper warnings and safeguards to residents and visitors to protect against infection by Legionella bacteria;

- i. Whether defendants failed to employ best practices in the management and operation of its water systems, in conformity with the standard of care then prevailing in the industry;
- j. Whether defendants failed to employ preventive maintenance practices including maintaining proper water temperatures, pH and water chemistries; preventing water stagnation; and maintaining proper concentrations of water treatment chemicals such as rust inhibitors, anti-scaling agents, and biocides.

47. The members of the putative class are mutually and commonly aggrieved and the relief sought is common to the entire class and, if granted, would commonly benefit the entire class.

48. Common questions of fact and law predominate over any questions affecting only individual members of the class, including but not limited to the alleged acts and omissions and breach of defendants' legal duties set forth herein.

49. Plaintiff's claims herein are typical of the claims of the class, in that the claims of all members of the class, including plaintiff's, depend on a showing of the acts and omissions of defendants giving rise to the right of plaintiff to the relief sought.

50. Plaintiff will fairly and adequately protect the interests of the respective class members in that plaintiff has such a plain, direct, and adequate interest in the outcome of the controversy to assure the adequacy of the presentation of the issues involved herein. Plaintiff has no interest which is adverse to any interest of the class members.

51. Plaintiff obtained competent counsel with substantial experience litigating class claims in both state and federal court, including litigation and class certification of claims for

personal injuries resulting from contaminated food and water, causing illness.³

52. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the class and have the financial resources to do so. Neither plaintiff nor her counsel have interests adverse to the class.

53. Class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

54. Class treatment will permit a large number of similarly situated individuals to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of evidence, testimony and effort. Class treatment will further avoid the risk of inconsistent rulings and judgments on common issues of fact and law that individual actions would endanger.

55. Absent class certification, individual litigation of the claims would be unreasonably expensive in light of the probably recoverable damages, burdensome upon the courts, and would

³ Dreyer Boyajian LLP has certified as a class numerous personal injury water and foodborne outbreak claims. See *Dunn et al. v. Washington County Fair, Inc., et al*, NYS Sup. Ct. Saratoga County, 99-3235 (appointed lead class counsel in the settlement of a class action involving the E. coli O157:H7 outbreak at the New York State Washington County Fair in August 2000, which at the time was considered to be the largest waterborne E. coli outbreak in the nation's history); *Arroyo et al. v. State*, Ct. NYS Court of Claims, No.111361 (appointed co-class counsel in the certification and settlement of a class action on behalf of 2,500 persons infected by Cryptosporidium outbreak the Sencea Lake State Park Spraypark, which was the largest reported outbreak of Cryptosporidium in New York State and second largest reported outbreak in U.S. recreational water history); *Baker et al v. SF HWP Management LLC et al*, NYS Sup. Ct. Washington County, No. 50564 (class certification and settlement of norovirus outbreak at the Six Flags Great Escape Indoor Lodge and Waterpark, Lake George, New York, one of the largest norovirus outbreaks in New York State history); *Bellotti v. Smiley Brothers Inc.*, Sup. Ct. Ulster County, Index No. 14-522 (class certification and settlement on behalf of hundreds of persons injured in the 2014 norovirus outbreak at the Mohonk Mountain House in New Paltz, NY); *Peni v. Daily Harvest*, S.D.N.Y. 1:22-cv-05443. Appointed Co-Class Counsel in pending personal injury class action settlement granted preliminary approval by federal district court for 2022 nationwide outbreak of food poisoning from consumption of product containing tara flour protein).

waste resources otherwise available to compensate the class.

56. Excluded from this class are defendants, their officers, directors, employees, subsidiaries, affiliates, successors, or assigns, and the judicial officers assigned to this case and their immediate family members.

57. Plaintiff reserves the right to modify or amend the Class definition, as appropriate, during the course of this litigation.

**AS AND FOR A FIRST CAUSE OF ACTION FOR
(NEGLIGENCE – GROSS NEGLIGENCE)**

58. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

59. Defendants, as the owners, managers, and/or operators of the premises and Peregrine Senior Living at Shaker, owed a duty to exercise due care for residents and visitors by ensuring that the premises and the amenities, including the water systems, therein were reasonably safe for use.

60. Defendants, their agents, servants and employees, owed a duty to plaintiff to use reasonable care in connection with its conduct and activities at Peregrine Senior Living at Shaker.

61. Defendants had a duty to ensure that the facilities and services at Peregrine Senior Living at Shaker, including the water systems, were safe for their intended use, and in a sanitary condition.

62. Defendants also had a duty to comply with all applicable state and federal laws and regulations governing the ownership, operation, and management of said facility.

63. Moreover, defendants were responsible for the inspection, repair, and maintenance of the water systems, including the potable water at the premises used for drinking, bathing, showering and other household use.

64. It was defendants' duty as owner and operator of the premises to exercise due care in the maintenance of the water systems so as not to subject residents and visitors to unreasonable risks of harm.

65. Defendants breached their duties owed to plaintiff and those similarly situated.

66. Defendants breached their duty to plaintiff committed the following acts and omissions of negligence, which they knew or should have known created an unreasonable risk of harm to residents and visitors:

- a. Defendants failed to perform their duty to properly maintain the premises in a reasonably safe condition;
- b. Defendants failed to provide a reasonably clean and sanitary environment for its residents and visitors; and
- c. Defendants failed to adequately design, construct and maintain the premises and its water systems to prevent and protect against the risk of unsafe or dangerous conditions, including the presence of Legionella bacteria;
- d. Defendants failed to adequately monitor the safety and sanitary conditions of its premises and the health status of its residents;
- e. Defendants failed to adequately inspect, monitor, and test the premises and its water systems for the presence of Legionella bacteria;
- f. Defendants failed to adopt, enact, employ, and enforce proper and adequate policies, maintenance programs, sampling, and management plans for the detection and prevention of Legionella at the premises;
- g. Defendants failed to properly train and supervise its employees, agents, or those to whom it had entrusted the care and maintenance of the premises and

water systems, and in particular with respect to the prevention of Legionella bacteria colonization;

- h. Defendants failed to provide proper warnings and safeguards to residents and visitors to protect against infection by Legionella bacteria; .
- i. Defendants failed to employ best practices in the management and operation of its water systems, in conformity with the standard of care then prevailing in the industry;
- j. Defendants failed to employ preventive maintenance practices including maintaining proper water temperatures, pH and water chemistries; preventing water stagnation; and maintaining proper concentrations of water treatment chemicals such as rust inhibitors, anti-scaling agents, and biocides.

67. At all relevant times, the water at Peregrine Senior Living at Shaker was contaminated with the pathogen Legionella and unsafe for human use and intake.

68. Plaintiff suffered Legionella infection and illness as a result of exposure to unsafe and unsanitary water at Peregrine Senior Living at Shaker.

69. Defendants owed a duty to ensure that Legionella bacteria did not colonize the premises, including its water systems, or aerosolize throughout the community.

70. Defendants breached their duty, causing harm to plaintiff and others similarly situated.

71. As a direct and proximate cause of defendants' breach of duty owed to plaintiff, plaintiff was injured, and said injuries were foreseeable.

72. As a direct and proximate result of the foregoing, plaintiff suffered general and special, incidental and consequential damages which shall be fully proven at the time of trial,

including, but not limited to both past and future damages for: pain and suffering, loss of enjoyment of life, medical and medical related expenses, travel and lodging related expenses, lost wages, emotional distress and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances.

73. Defendants knew or should have known, or consciously disregarded, the health risks of a Legionella related illness outbreak, the health hazards associated with of such illness, and the effect of the acts and omissions described above.

74. Defendants consciously and deliberately failed to provide proper warnings and safeguards to persons using their facilities and services.

75. Defendants consciously and deliberately failed to prevent and protect its residents and visitors from Legionella and illness related to the outbreak.

76. Defendants consciously and recklessly failed to monitor the outbreak of illness.

77. Upon information and belief, defendant concealed the dangers posed by Legionella bacteria at its premises and the outbreak of said illness. With its superior knowledge, defendant had a duty of disclosure which they violated.

78. The aforementioned conduct constitutes gross negligence, recklessness and/or wantonness which has been and continues to be a direct and proximate cause and/or contributing cause of the damages and injuries sustained by plaintiff.

79. The acts of defendants have been intentional, willful, wanton, illegal and done with conscious and deliberate disregard for the health, safety and rights of plaintiff and, as a result of the acts of defendants, plaintiff are entitled to punitive damages.

80. Plaintiff is further entitled to punitive damages because of defendants' wanton and reckless disregard and deliberate indifference to the safety of those residing and/or visiting the premises due to its harmful potable water system.

81. The causes of action alleged herein fall into one or more of the exceptions set forth in CPLR Section 1602.

WHEREFORE, plaintiff demands judgment against defendants as follows:

- (1) An award of all general, special, incidental, consequential damages incurred, or to be incurred, by plaintiff and all others similarly situated, together with interest thereon;
- (2) Punitive damages;
- (3) Pursuant to CPLR § 909, the plaintiff's attorneys fees, together with costs and disbursements incurred; and
- (4) Certifying this action as a class action;
- (5) Appointing the named plaintiff as class representative;
- (6) Appointing the undersigned counsel as class counsel; and
- (7) Granting such other and further equitable relief as justice requires.

Dated: September 6, 2024

/s/ Donald W. Boyajian

/s/ James R. Peluso

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