

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

BAILEY BROADRICK,

Plaintiff,

v.

NICHOLAS GILROY,

Defendant.

Case No. 3:24-cv-01772

**PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT
AND FOR PARTIAL SUMMARY JUDGMENT**

After initially perjuring himself, Defendant Nicholas Gilroy has now come clean and admitted to disseminating Broadrick’s private images without her consent. Given his confession, Plaintiff Bailey Broadrick respectfully moves this Court for an Order, pursuant to Fed. R. Civ. P. 56 and D. Conn. L. Civ. R. 56, awarding a) summary judgment for Count I (Disclosure of Intimate Images under 15 U.S.C. § 6851), awarding statutory damages of \$2,250,000 (15 images multiplied by \$150,000 per image) and b) partial summary judgment as to liability for Count II (Negligent Infliction of Emotional Distress), Count III (Intentional Infliction of Emotional Distress), Count IV (Unreasonable Publicity Given to Private Life) Count V (False Light), and Count VI (Promissory Estoppel).¹ The Court should also summarily adjudge that punitive damages should be awarded against Gilroy both per 15 U.S.C. § 6851, in an amount to be determined by the jury, and under Connecticut common law, to compensate Plaintiff for the attorneys’ fees she incurred. Finally, the preliminary injunction should be converted to a permanent injunction.

¹ The claim for NIED is pleaded in the alternative to the claim for IIED. Should the Court determine that Plaintiff is entitled to summary judgment on her IIED claim, then the NIED claim is (only in that case) withdrawn.

In support hereof, Plaintiff refers the Court to her accompanying memorandum of law, Rule 56(a) Statement, and exhibits filed herewith.

WHEREFORE Plaintiff respectfully requests this Honorable Court award her summary judgment on Count I in the amount of \$2,250,000, and award her partial summary judgment as to liability on the remaining counts, with the jury to determine the amount of compensatory damages for Counts II-VI and the amounts of punitive damages for all counts.

Dated: May 14, 2026

Respectfully submitted,

/s/ Jay M. Wolman

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**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

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Plaintiff Bailey Broadrick moves for summary judgment (both liability and award of statutory damages) as to Count I (Disclosure of Intimate Images) and partial summary judgment as to Defendant Nicholas Gilroy’s liability under Count II (Negligent Infliction of Emotional Distress), Count III (Intentional Infliction of Emotional Distress), Count IV (Unreasonable Publicity Given to Private Life), Count V (False Light), and Count VI (Promissory Estoppel).

1.0 PRELIMINARY STATEMENT

“Exposing Bailey Broadrick’s nudes without her consent makes me cum so fucking hard.”

That is what the Defendant wrote when posting the Plaintiff’s photos. *See* D. Conn. L. Civ. R. 56(a)1 Statement. (“Stmt.”), at ¶ 21, filed herewith. Mr. Gilroy weaponized his relationship with Ms. Broadrick to coerce her into sending him nude photos. She did so, relying on Gilroy’s promise that they would all be kept private.

Up to that point, Gilroy seems to have only collected these photos for his own enjoyment. That changed after Broadrick dumped Gilroy. After that, he began publishing her photos online and even solicited people to message Plaintiff Broadrick on LinkedIn and doxed her by sharing identifying information in screenshots. He did this to make it easier to harass her. Not content with this level of anonymous harassment, he even sent the photos to her family.

Gilroy wrote: *“Bailey Broadrick would be in tears if she knew how many guys were jerking to her naked body.”* He was right. She *was* in tears. She *was* beaten down. But she is now fighting back and wants justice for what Gilroy did to her. Stmt., at ¶ 21.

For years, Nicholas Gilroy sought to avoid accountability for his retaliatory campaign against Bailey Broadrick. In the process, Gilroy repeatedly denied involvement in this scheme.¹ This was a lie. Gilroy perjured himself, and Ms. Broadrick proved it in discovery. Once he got

¹ Gilroy’s initial narrative was that he gave the images to an unnamed third party who then distributed them. While, even if true, that would still suffice for Gilroy to be liable for everything that Bailey suffered, it was a lie. He did it all himself.

caught perjuring himself, Gilroy conceded what he must: He intentionally published Broadrick’s nudes online to lash out at her for ending their relationship. He tried to cover his tracks by using multiple online accounts, pairing them with statements such as: “*Exposing Bailey without her c0nsent makes my dick feel so good. K I k soreleckto to get her naked.*” But his tracks did not cover him well enough. He denied using this alias “soreleckto” – but discovery showed that “soreleckto” exclusively used an IP address that traced back to Gilroy’s home. *See Stmt.*, at ¶ 6; **Exhibit 3.**

Once Gilroy was trapped by this IP address information, he switched his admissions and came at least clean enough that summary judgment is appropriate. Gilroy’s revised admissions leave no genuine dispute as to his liability under 15 U.S.C. § 6851 and common law claims for negligent infliction of emotional distress, intentional infliction of emotional distress, unreasonable publicity given to private life, false light, and promissory estoppel.

2.0 FACTUAL BACKGROUND

2.1 Gilroy Pressures Broadrick into Creating Intimate Images

Around the summer of 2014, Plaintiff Broadrick and Defendant Gilroy met using Omegle, an online chat website. *Stmt.*, at ¶ 8. When they met online, Broadrick was still a minor, but Gilroy was an adult. *Id.* Immediately, Gilroy began to pressure her to share nude photos of herself, but she initially refused. *Id.* at ¶ 9. The two continued their online relationship and met in-person in 2015. *Id.* at ¶ 10. At this point, Broadrick was still a minor. *Id.* Soon after their in-person meeting, Broadrick ended the relationship; however, they resumed chatting online periodically. *Id.* at ¶ 11.

In 2020, Gilroy created a shared web album and asked Broadrick to put intimate images of herself in the shared album. *Id.* at ¶ 12. Broadrick agreed to send these images after Gilroy explicitly promised that he would not share them with anyone else and agreed to keep the pictures confidential. *Id.* at ¶¶ 13–14.

2.2 Broadrick Breaks Up with Gilroy, He Retaliates by Publishing her Intimate Images

Later in 2020, Broadrick broke up with Gilroy and asked him to delete the shared album containing the nude pictures of her. *Id.* at ¶ 16. Gilroy agreed to do so, but he lied. *Id.* By 2023, after Broadrick stopped talking to him, Gilroy posted the nude pictures online. *Id.* at ¶¶ 17–18.

Gilroy used dozens of anonymous accounts across multiple platforms, including Reddit, EroMe, and Kik, to spread Broadrick’s intimate images. *Id.* at ¶ 19. Gilroy used these accounts to post messages such as “*Bailey would be so upset being shared but exposing her makes my dick feel so good and that’s all I care about. K i k soreleckto to see her naked*” and “*Exposing Bailey Broadrick’s nudes without her consent makes me cum so fucking hard.*” *Id.* at ¶¶ 20–21. Gilroy posted dozens of similar invitations to receive Broadrick’s intimate images. *Id.* at ¶ 22. Among these posts are messages where Gilroy featured Broadrick’s full name, depiction, and screenshots of her LinkedIn identifying information. *Id.* at ¶ 23.

Gilroy used his burner accounts to direct people to his Kik accounts “soreleckto” and “sorelekto.”² *Id.* at ¶ 24. Gilroy published Bailey’s nude photos on his Kik soreleckto account, including photos attached as **Exhibits 8-16**. Stmt., at ¶¶ 25–26. Among the photos Gilroy publicly displayed is a photo of Broadrick nude, asleep, and recovering from chemotherapy. *Id.* at ¶ 27. Other photos include depictions of Broadrick engaged in fellatio and masturbation. *Id.* at ¶ 28; **Exhibits 17-18**. No one was off limits for Gilroy’s retaliatory campaign; Gilroy even sent the photos to Broadrick’s brother. Stmt., at ¶ 30. Prior to Gilroy’s campaign of harassment by publishing Broadrick’s intimate images, Gilroy was the only person (other than Bailey) with access to these photos. *Id.* at ¶ 29.

² The spelling change was contemporaneous with a change in internet providers to his house. Stmt. at ¶ 5 n. 1.

2.3 Broadrick Sues Gilroy, and he Lies in an Attempt to Avoid Responsibility

After Broadrick found out about the images online, she sued Gilroy, but he lied and denied any responsibility. *Id.* at ¶ 2. Indeed, Gilroy denied any ability to recollect whether he had ever shared images of Broadrick with others. *Id.* A few months later, at his deposition, Gilroy testified under oath to sharing Broadrick’s images with her brother and an additional, unidentified person, but he denied responsibility for sharing the photos online as Plaintiff had discovered. *Id.* at ¶ 3. At the same deposition, Gilroy testified that the username “soreleckto” meant nothing to him and that he was not the owner or operator of any account by that name. *Id.* at ¶ 4. This was also a lie. A subpoena to Frontier Internet revealed that dozens of Reddit posts sharing Broadrick’s images originated from the IP address associated with Gilroy’s mother, with whom he resided. *Id.* at ¶ 5; Frontier Internet Subpoena Response, attached as **Exhibit 3**, at 2–5. Further, a subpoena of Kik’s records revealed that Gilroy’s home IP address was associated with the Kik username “soreleckto” 966 times between July 12, 2024, and October 24, 2024. Stmt., at ¶ 5; Kik Subpoena Response, attached as **Exhibit 3**, at 2.

2.4 Gilroy Amends his Answers

With IP address information pointing to the Gilroy household, it was either Nicholas Gilroy or one of his parents who was actually “soreleckto.” Upon being caught lying, Gilroy amended his answer and admitted his guilt. Stmt., at ¶ 7. Gilroy has admitted to intending to inflict emotional distress on Broadrick by posting her intimate images, and he has admitted that his actions had the result of creating an unreasonable risk of causing emotional distress. *Id.* at ¶¶ 33, 40. His actions against Broadrick were, he admitted, both willful and malicious. *Id.* at ¶ 31–32. To inflict this emotional distress, he admitted to publishing Broadrick’s intimate images on Reddit, EroMe, and Kik without her consent. *Id.* at ¶¶ 34, 37. Gilroy admitted he used language in posting Broadrick’s intimate images demonstrating that he knew Broadrick did not consent to his actions—indeed the

lack of consent was gratifying—for example, “*K i k soreleckto to get Bailey Broadrick naked without her cOnsent.*” *Id.* at ¶ 39.

Gilroy posted at least 15 unique intimate images depicting Broadrick’s breasts, nipples, and pubic area, and they show her engaged in sexually explicit conduct in the form of oral-genital sexual intercourse and masturbation. *Id.* at ¶ 35; images attached as **Exhibits 18-32**. The pictures were disclosed in interstate or foreign commerce when they were displayed on Reddit, EroMe, and Kik. Stmt., at ¶ 36.

Gilroy’s intent to embarrass and inflict pain on Broadrick has materialized in significant consequences to her emotional and physical health. *See Exhibit 35*, Declaration of Bailey Broadrick (“Broadrick Decl.”) at ¶ 3. She is currently dealing with intense anxiety on a daily basis, which includes frequent panic attacks. *Id.* at ¶ 4. The anxiety, caused and/or exacerbated by Gilroy’s actions, has resulted in significant emotional distress and loss of income. *Id.* at ¶ 5. Her state of fear, which is constant, has not responded to control by medication or therapy. *Id.* at ¶ 6. She remains traumatized, waking up in fear that new images will have been posted overnight. *Id.* at ¶ 7. Gilroy’s actions have strained Plaintiff’s relationship with her family—her relationship with her parents broke down following Gilroy’s publications, and her relationship with her brother (with whom Gilroy shared nude photos) is severely damaged. *Id.* at ¶¶ 8-10. Gilroy’s actions have severely damaged Ms. Broadrick’s personal self-image and her ability to be intimate with her boyfriend. *Id.* at ¶ 11. Further, as a direct and proximate result of Gilroy’s actions, Broadrick’s risk of cancer recurrence has increased. *See Exhibit 34*, at 34.

3.0 LEGAL STANDARD

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Under Fed. R. Civ. P. 56, partial summary judgment may be granted to resolve a

claim or defense, in whole or in part. *See* Fed. R. Civ. P. 56(a), (g). And summary judgment is appropriate when “drawing all reasonable inferences in favor of a non-movant, no reasonable trier of fact could find in favor of that party.” *Heublein, Inc. v. United States*, 996 F.2d 1455, 1461 (2d Cir. 1993). To avoid summary judgment, the non-moving party must present more than “[m]ere conjecture or speculation by the party resisting summary judgment does not provide a basis upon which to deny the motion.” *Quarles v. General Motors Corp.*, 758 F.2d 839, 840 (2d Cir. 1985).

At summary judgment, facts are viewed in the light most favorable to the non-moving party. *Scott v. Harris*, 550 U.S. 372, 378 (2007). However, the court should not adopt the defendant’s version of the facts when said facts are contradicted by the record. *Id.* at 380. “When opposing parties tell two different stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court should not adopt that version of the facts for purposes of ruling on a motion for summary judgment.” *Id.*

Plaintiff is entitled to summary judgment as to liability and statutory damages for Count I and partial summary judgment as to liability on Counts II, III, IV, V, and VI.

4.0 SUMMARY JUDGMENT IS PROPER

The undisputed facts give rise to no genuine controversy as to Gilroy’s liability and statutory damages owed under Count I (Disclosure of Intimate Images). Further, there is no genuine dispute as to Gilroy’s liability under Count II (Negligent Infliction of Emotional Distress), Count III (Intentional Infliction of Emotional Distress), and Count IV (Unreasonable Publicity Given to Private Life), Count V (False Light) and Count VI (Promissory Estoppel). The only remaining question is the scope of Broadrick’s damages under these counts.

4.1 Gilroy is Liable Under the Violence Against Women Reauthorization Act and Judgment Should Enter

Count I seeks relief under the Violence Against Women Reauthorization Act (VAWRA), codified at 15 U.S.C. § 6851, for disclosure of intimate images. The elements of a VAWRA claim

require: (1) an intimate visual depiction, (2) disclosure in interstate or foreign commerce, (3) nonconsensual disclosure, and (4) disclosure by the defendant. 15 U.S.C. § 6851(b)(1)(A).

Under 15 U.S.C. § 6851(a), an “intimate visual depiction” is a visual depiction of the “uncovered genitals, pubic area, anus or post-pubescent female nipple of an identifiable individual...” And an “identifiable individual” means someone “whose body appears in whole or in part in an intimate visual depiction and who is identifiable by virtue of the person’s face, likeness, or other distinguishing characteristic, or from information displayed in connection with the visual depiction.” *Id.* The statute’s use of “disclose” means to transfer, publish, distribute, or make accessible. *Id.* And finally “consent” refers to affirmative, conscious, and voluntary authorization; explicitly consenting to the creation of a photo does not establish consent to the photo’s distribution. 15 U.S.C. § 6851(a)(2), (b)(2).

Applied here, there is no dispute as to Gilroy’s liability. He admitted to each essential element. In his updated response to the requests for admissions, he admitted to owning and operating the “soreleкто” and “soreleкто” accounts and other burner accounts responsible for disseminating and publishing Broadrick’s images. *See Exhibit 4*, Revised RFA Answer (“RRFAA”) at ¶¶ 59-98. These images constitute “intimate visual depictions” under 15 U.S.C. § 6851 because they disclose Broadrick’s intimate body parts and show her engaged in sexual acts. *See Exhibits 18-32*. He admitted he published intimate photographs of her without authorization or consent, *See RRFAA* at ¶¶ 3-6. Further, these are identifiable images based on Broadrick’s face, likeness, distinguishing characteristics, and the identifying information Gilroy posted alongside the images, including Broadrick’s LinkedIn profile. *See Exhibit 33*, Amended Answer at ¶ 5, admitting *Exhibit 5*, Compl., at ¶ 112. And, as Gilroy admits, by posting Broadrick’s images using Reddit, EroMe, and Kik, he disclosed the images using means of interstate or foreign commerce. *See Am. Answer* at ¶ 5 admitting Compl., at ¶ 114; *see also United States v. Giordano*,

442 F.3d 30, 39 (2d Cir. 2006) (holding that use of a telephone was a means of interstate commerce under a similar statute). And finally, Gilroy’s dissemination of the photos was not consensual. Compl., at ¶ 117.³ Indeed, the lack of consent was part of Gilroy’s enjoyment (“exposing Bailey Broadrick’s nudes without her consent makes me cum so fucking hard.”) RRFAA at ¶ 105 (admitting to publishing the said Reddit post). Thus, Gilroy is liable under § 6851.

As liability is established, under § 6851, plaintiffs may claim actual damages or statutory damages of \$150,000 *per disclosure*.⁴ *Doe v. Alame*, 2026 U.S. Dist. LEXIS 10748, at *18 (N.D. Tex. Jan. 21, 2026) (awarding plaintiff the statutory damages for each of the five images disclosed by defendant). Here, Gilroy disclosed 15 unique intimate images and is thus statutorily liable to Broadrick in the amount of at least \$2,250,000.00. While the full extent of Gilroy’s disclosures is unknown, Plaintiff agrees to cap her claim of statutory damages at one disclosure per each of the 15 images, for a total award on summary judgment as to Count I of \$2,250,000.00, and for the costs of the action, including reasonable attorney’s fees and other litigation costs reasonably incurred per § 6851(b)(3)(A)(i). Additionally, the Court should permanently enjoin Defendant, per § 6851(b)(3)(A)(ii), from displaying or disclosing the images any further. Upon entry of judgment, a timely application to liquidate the amount of fees and costs will be filed. And, as discussed below, punitive damages should be awarded.

³ Although Defendant does not admit to this paragraph, he simply claims insufficient knowledge (Am. Answer at ¶ 6) and has no contrary evidence. Thus, there is no real dispute, let alone a genuine issue precluding summary judgment.

⁴ While one court has held that the statutory damages are limited to each claim, not disclosure, this is an incorrect and cabined read of the statute. *S.S. v. Collins*, 2025 U.S. Dist. LEXIS 224694, at *17 (D.N.J. Nov. 12, 2025). The introduction to § 6851(b)(3) refers to “in a civil action filed under this section” and then describes the scope of relief. If the statute is read as limiting damages to \$150,000 per civil action, then the statute unfairly penalizes plaintiffs who join their claims early and incentivizes claim splitting because even actions later consolidated would still have been “filed under this section” separately. Moreover, damages are addressed to a “disclosure” of an “intimate visual depiction”, both of which are in the singular in the “Right of action” section, § 6851(b)(1)(A). Thus, the language suggests Congress intended an award of \$150,000 per disclosure.

4.2 Gilroy is Liable for NIED

Count II seeks relief for negligent infliction of emotional distress.⁵ The elements of a negligent infliction of emotional distress claim are: “(1) the defendant’s conduct created an unreasonable risk of causing the plaintiff emotional distress, (2) the plaintiff’s distress was foreseeable, (3) the emotional distress was severe enough that it might result in illness or bodily harm, and (4) the defendant’s conduct was the cause of the plaintiff’s distress.” *Carrol v. Allstate Ins. Co.*, 262 Conn. 433, 444 (2003).

The standard of care under Connecticut common law prohibits one from Imposing an “unreasonable risk” of experiencing emotional distress on others. *Montinieri v. S. New England Tel. Co.*, 175 Conn. 337, 345 (1978). Liability extends to foreseeable harms flowing from a defendant’s actions. *See Scanlon v. Connecticut Light & Power Co.*, 258 Conn. 436, 446 (2001). Connecticut law compensates emotional distress liability when there is distress sufficiently severe as to potentially cause illness or bodily harm, even if that harm does not materialize. *Montinieri*, at 345 (“Accordingly, we hold that recovery for unintentionally-caused emotional distress does not depend on proof of either an ensuing physical injury or a risk of harm from physical impact.”)

Here, Gilroy has admitted to the essential elements of Broadrick’s negligent infliction of emotional distress claim, and there is no genuine material dispute of fact as to liability. Gilroy admitted that he “created an unreasonable risk of causing Plaintiff emotional distress when he published intimate photos of her on the Internet.”⁶ (ECF No. 41, Am. Answer at ¶ 9 admitting to

⁵ Should the Court award Plaintiff summary judgment on her claim for intentional infliction of emotional distress, Plaintiff recognizes that it would be mutually exclusive with this claim. *See, e.g., Meribear Prods. v. Frank*, 328 Conn. 709, 721, 183 A.3d 1164, 1171 (2018). This claim, for negligent infliction of emotional distress, is brought in the alternative and Plaintiff withdraws that claim if summary judgment is awarded for intentional infliction of emotional distress.

⁶ Gilroy’s amended answer admits to his causing this unreasonable risk. Moreover, Gilroy is unable to offer countervailing evidence against the commonsense proposition that disclosure of intimate images creates an unreasonable risk that the depicted person will be emotionally harmed.

Compl., at ¶ 124). Broadrick’s emotional distress was extremely foreseeable; indeed, severe emotional distress is the exact type of harm one would *expect* to come from Gilroy’s actions. What other consequence would be foreseeable when posting a young woman’s intimate images online along with all of her personally identifying information, advertising it was without her consent, and the disgusting commentary that Gilroy decided to add on? Broadrick’s emotional distress was severe enough that it not only could have caused illness or bodily harm but actually has caused adverse effects on her body. Broadrick suffered an increase in cancer markers associated with her stress levels. *See Exhibit 35* at 34; *see also Werlein v. United States*, 746 F. Supp. 887, 901 (D. Minn. 1990)(noting that subcellular injuries may be cognizable harm) *vacated on other grounds*, 793 F. Supp. 898 (1992). These effects and Broadrick’s stress are all a direct result of Gilroy’s unconscionable actions.

The only remaining question under Broadrick’s negligent infliction of emotional distress claim is the amount of Broadrick’s damages, which a jury should determine. Partial summary judgment as to liability for NIED should, therefore, enter.

4.3 Gilroy is Liable for IIED

Count III seeks relief for intentional infliction of emotional distress under Connecticut common law. The elements are: “(1) that the actor intended to inflict emotional distress or that he knew or should have known that emotional distress was the likely result of his conduct, (2) that the conduct was extreme or outrageous, (3) that the defendant’s conduct was the cause of the plaintiff’s distress, and (4) that the emotional distress sustained by the plaintiff was severe[.]” *Carrol v. Allstate Ins. Co.*, 262 Conn. 433, 443 (2003)(internal citation omitted).

A defendant is liable for intentional infliction of emotional distress, when his conduct exceeds “all bounds usually tolerated by decent society.” *Appleton v. Bd. of Educ. of Town of Stonington*, 254 Conn. 205, 210 (2000) (citations omitted). This applies to conduct “regarded as

atrocious, and utterly intolerable in a civilized community.” *Id.* At 211 quoting 1 Restatement (Second), Torts § 46, comment (d), p. 73 (1965). And this is a matter of law. “Only where reasonable minds disagree does it become an issue for the jury.” *Id.* at 210. Generally, the case is one in which the recitation of the facts to an average member of the community would arouse his resentment against the actor, and lead him to exclaim, ‘Outrageous!’ *Id.* At 211 (quoting Restatement (Second), Torts § 46, cmt. D (1965)). Courts find that revenge porn is extreme and outrageous. *See, e.g., P.F. v. Brown*, 2024 NY Slip Op 51356(U), ¶¶ 3-4, 217 N.Y.S.3d 856 (Queens Sup. Ct. Sept. 27, 2024); *Hoewischer v. White (In re White)*, 551 B.R. 814, 821-22 (Bankr. S.D. Ohio 2016).

As applied here, there is no genuine question as to Gilroy’s intention to inflict emotional distress; he admitted that this was his goal. In fact, he admitted that he “intended to inflict emotional distress upon Plaintiff when he disseminated intimate photographs and videos of her without her consent.” **Exhibit 33** at ¶ 12, admitting **Exhibit 5** at ¶ 133. Nor is there any genuine question as to whether Gilroy’s campaign against Broadrick was outrageous. *See, e.g., Waterbury v. New York City Ballet, Inc.*, 205 A.D.3d 154, 165 (N.Y. App. Div. 2022) (“We find that the alleged conduct – *i.e.*, the repeated recording and dissemination of intimate images ... without [the plaintiff’s] knowledge or consent – is extreme and outrageous.”). Gilroy decided to weaponize images shared in confidence with him to harm Broadrick. The result was a self-gratifying months-long campaign involving dozens of intimate images spread by an army of burner accounts—all intended to humiliate and hurt Broadrick. Gilroy’s posts evince an intent to get others to harass Broadrick and gain resultant sexual pleasure. For example, Gilroy posted, “*Can someone message Bailey on LinkedIn and tell her you’ve seen her naked?*” and “[*e*]xposing Bailey Broadrick’s nudes without her consent makes me cum so fucking hard.” RRFAA at ¶¶ 105 & 121 (admitting to publishing such posts). This is textbook outrageous behavior, it is “utterly intolerable in a civilized

community” (*Appleton, supra*, at 211) and cannot be reconciled with any rules of decency.

Nor is there any genuine dispute as to the remaining elements. Broadrick experienced severe mental and emotional distress. While not a necessary element for intentional infliction of emotional distress, her resultant emotional distress has caused significant physical health impacts, including an increase in her cancer markers. These consequences flow directly from Gilroy’s decision to retaliate against Broadrick for daring to move on with her life.

The only remaining question under Broadrick’s intentional infliction of emotional distress claim is the amount of Broadrick’s damages. Partial summary judgment as to liability for IIED should, therefore, enter.

4.4 Gilroy is Liable for Unreasonable Publicity

Count IV seeks relief for invasion of privacy through unreasonable publicity given to private life. The elements of this claim are met “if the matter publicized is of a kind that (a) would be highly offensive to a reasonable person, and (b) is not of legitimate concern to the public.” *Ramsdell v. Hartford Hosp.*, 2019 Conn. Super. LEXIS 97, *22 (2019) (quoting 3 Restatement (Second), Torts § 652D, p. 383 (1977)); *see also Perkins v. Freedom of Info. Comm’n*, 228 Conn. 158, 173 (1993).

In *Perkins*, the Connecticut Supreme Court defined the elements of the tort by citing § 652D of the Restatement (Second) of Torts approvingly. 228 Conn. 158, 172. For its part, the Restatement provides that “publicity” means “the matter is made public, by communicating it to the public at large.” Restatement (Second) of Torts § 652D, cmt. A (Am. L. Inst. 1977). For example, “any publication in a newspaper or a magazine, even of a small circulation, or in a handbill distributed to a large number of persons, or any broadcast over the radio...is sufficient to give publicity within the meaning of the term as it is used in this Section.” *Id.* “Highly offensive” is defined by the standard of what the ordinary reasonable person would find highly offensive. *Id.*

at § 652D, cmt. C. The Restatement describes a nonconsensual publishing of a picture of a woman nursing her child as an example of a highly offensive invasion. *Id.* Similarly, displaying a video of a woman undergoing a cesarean operation at a movie theater is highly offensive, even if she consented to its use at a medical school to teach students. *Id.*

Here, there is no genuine dispute as to Gilroy's liability for unreasonably publishing Broadrick's intimate images. Gilroy published the images on multiple web and communications platforms, including Reddit, EroMe, and Kik. These platforms meet and exceed the Restatement's reference to publication; posting on a popular webpage is most similar to distributing a handbill or circulation in a magazine. Broadrick is a private person, not a public figure, and her intimate images are not a matter of public concern. Compl., at ¶ 147.

Gilroy has admitted that "as a direct and proximate result of Defendant's unreasonable publicity given to private life, Plaintiff has suffered actual damages to be proven at trial" and is otherwise entitled to equitable relief. Stmt., at ¶ 41. He admits that he knew it would cause her emotional distress. *See* RRFAA at ¶ 7.

Similarly, there is no question as to the objectively offensive nature. Gilroy's distribution of Broadrick's intimate images included depictions of her in the nude and otherwise engaged in sexual acts. For the Restatement, publishing non-consensual depictions of a woman nursing is a quintessential offensive act. *See* Restatement § 652D, cmt. c (illustration 10). Revenge porn is an even more grievous intrusion. And under the Restatement, this analysis does not change even if Broadrick consented to the images being taken and Gilroy's initial possession of them. By posting the images to the internet, he engaged in highly offensive behavior, no different than the Restatement's example (§ 652D, cmt. c (illustration 11)) of a licensed display of a cesarean operation in a medical school lesson instead being displayed in a public movie theater. Gilroy used the images with the goal of inflicting maximum pain. For example, he even messaged Broadrick's

brother intimate images of her. *See* RRFAA at ¶ 221. Gilroy also encouraged others to engage in this offensive conduct to maximize its impact on Gilroy, for example by reaching out to her on LinkedIn and saying that they had seen her intimate images. *See* RRFAA at ¶¶ 121, 127 & 189.

The only remaining question under Broadrick’s unreasonable publicity given to private facts claim is the amount of Broadrick’s damages, which a jury of Gilroy’s peers will determine. Partial summary judgment as to liability for invasion of privacy for unreasonable publicity should, therefore, enter.

4.5 Gilroy is Liable for False Light Invasion of Privacy

In Connecticut, the elements of a false light invasion of privacy claim are met if the matter published concerning the plaintiff (1) is not true; and (2) is such a major misrepresentation of the plaintiff’s character, history, activities or beliefs that serious offense may reasonably be expected to be taken by a reasonable individual in the plaintiff’s position. *See Goodrich v. Waterbury Republican-American, Inc.*, 188 Conn. 107, 131 (1982).

In *Goodrich*, the court cited the Restatement’s elements of a false light claim. 3 Restatement (Second) of Torts § 652E (1977). Under the Restatement, seriousness is evaluated by whether a “reasonable person would be justified in the eyes of the community in feeling seriously offended and aggrieved by the publicity.” *Id.* at § 652E cmt. c. Ordinarily unimportant but false statements are not actionable. *Id.* But false statements to the “character, history, activities or beliefs” are actionable. *Id.* As an example, the Restatement illustrates that maintaining an innocent man on a list of wanted criminals constitutes actionable false light. *Id.* (illustration 7).

Here, Gilroy had admitted that “as a direct and proximate result of Defendant’s false light invasion of privacy, Plaintiff has suffered actual damages in an amount to be proven at trial” and that Broadrick is entitled to equitable relief ordering Gilroy to cease display or disclosure of her intimate visual depictions. Stmt., at ¶ 42. Even if there were a genuine issue or dispute as to whether

any of the intimate images Gilroy posted were false—as edited, deepfake images— there is no genuine dispute as to their offensive nature. Broadrick alleges that the images and videos of her engaged in masturbation and fellatio are deepfakes. *See Exhibits 18-19*. If these images are proven false, the distribution placed her in a false light by presenting her as engaging in offensive activities. But, there is no need to even reach this issue. Although Gilroy frequently stated that the publication was without consent, he did not do so for every publication, giving the false impression that Broadrick was modeling for public consumption. *See, e.g., ECF No. 1, Compl., Exhibits 3, 5, 7, 8, 11, 14*. “The consent to create and send a photo or the consent to be photographed by another is one act of consent that cannot be equated with consenting to distribute that photo to others outside of the private relationship[.]” *Illinois v. Austin*, 440 Ill. Dec. 669, 682, 155 N.E.3d 439, 452 (I. 2019)(citation omitted). Yet, as Gilroy truthfully noted, the images “were supposed to remain private.” ECF No. 1, Exhibit 9.

Broadrick is entitled to summary judgment as to Gilroy’s liability. Partial summary judgment as to liability for false light invasion of privacy should, therefore, enter. The only remaining question is Broadrick’s damages.

4.6 Gilroy is Liable in Promissory Estoppel

Promissory estoppel is established when: “(1) the promisor has failed to honor a clear and definite promise that (2) the promisor reasonably should expect to induce detrimental action or forbearance on the part of the promisee or a third person, and (3) the promise does, in fact, induce detrimental action or forbearance in reasonable reliance on the promise.” *Int’l Supply, LLC v. Hudson Meridian Constr. Grp., LLC*, 2024 U.S. Dist. LEXIS 29294, *11 (D. Conn. 2024)(quoting *Kent Literary Club v. Wesleyan Univ.*, 338 Conn. 189, 210 (2021)).

Under element one, a “clear and definite promise” does not need to be “the equivalent of an offer to enter a contract.” *Stewart v. Cendant Mobility Servs. Corp.*, 267 Conn. 96, 105 (2003).

Instead, it is enough for a promissory estoppel claim to be based on a “present intent to commit.” *Id.* Under the second element, the plaintiff’s reliance on the promise must be objectively reasonable. *Id.* at 105. In determining whether a plaintiff’s reliance was reasonable, courts look at the totality of the circumstances. *See, e.g., Int’l Supply, LLC*, at *12. And under the third element, the plaintiff must show they actually acted to their detriment based on the defendant’s promise. *Id.*

Gilroy had admitted that he and Broadrick exchanged clear and definite promises to not share the intimate images and that Broadrick relied on those promises and would not have shared the images in the absence of Gilroy’s assurances. RRFAA at ¶ 295–96. Gilroy’s admission (RRFAA at ¶ 295) that he gave Broadrick a clear and definite promise not to disseminate her intimate images satisfies the first element. Gilroy similarly admits (RRFAA at ¶ 296) that in the absence of his promise, Broadrick would not have shared intimate images with him, thereby rendering her reliance objectively reasonable under the second element. *See, e.g., Ex parte Fairchild-Porche*, 638 S.W.3d 770, 788 (Tex. App. 2021)(“if the photo was taken in private with a promise of keeping it confidential, then an ordinary person would recognize a reasonable expectation of privacy.”); *Illinois v. Austin*, 440 Ill. Dec. 669, 704, 155 N.E.3d 439, 474 (2019)(“the sharing of a private sexual image is a truly private matter”), *Kansas v. Ivy*, 65 Kan. App. 2d 727, 735, 571 P.3d 46, 54 (Kan. App. 2025)(former intimate partner has reasonable expectation of privacy in intimate images). And there is no dispute she shared the images in reliance on the promise, satisfying the third element. RRFAA at ¶ 296.

The only remaining question under Broadrick’s promissory estoppel claim is the amount of Broadrick’s damages, which a jury of Gilroy’s peers will determine. Partial summary judgment as to liability for promissory estoppel should, therefore, enter.

4.7 Gilroy is Liable for Punitive Damages

Gilroy is liable for two measures of punitive damages—for the Federal statutory claim and for the common law claims.

In Connecticut, unlike in most jurisdictions, “common-law punitive damages, also called exemplary damages, primarily are compensatory in nature.” *Iino v. Spalter*, 192 Conn. App. 421, 466, 218 A.3d 152, 180 (2019). Specifically, that are limited to attorney’s fees paid or incurred. *Id.* This includes amounts that may be due under a contingency fee agreement. *See Schoonmaker v. Lawrence Brunoli, Inc.*, 265 Conn. 210, 272-73, 828 A.2d 64, 105-06 (2003). Common law punitive damages are appropriate where the “defendant exhibited a reckless indifference to the rights of others or an intentional and wanton violation of those rights.” *Hylton v. Gunter*, 313 Conn. 472, 492, 97 A.3d 970, 982 (2014). Here, Gilroy admitted a specific intent to harm Ms. Broadrick. *See* RRFAA at ¶ 10. He admitted they were willful and malicious. *See* RRFAA at ¶¶ 227-28. Thus, partial summary judgment should be granted holding Gilroy liable for common law punitive damages.

Punitive damages may also be awarded in Section 6851 claims. *See, e.g., J.G. v. Jones*, No. 24-cv-08232-ESK-SAK, 2025 U.S. Dist. LEXIS 133149, at *7-9 (D.N.J. July 14, 2025)(awarding \$5 million in punitive damages); *Doe v. McCoy*, No. 1:23-cv-3169-MLB, 2024 U.S. Dist. LEXIS 33901, at *19 (N.D. Ga. Feb. 28, 2024). Although Section 6851 does not mention punitive damages, “when Congress creates a cause of action, courts must ‘presume the availability of all appropriate remedies unless Congress has expressly indicated otherwise.’” *Black v. New Eng. Comput. Servs., Inc.*, No. 3:18-cv-2101 (JAM), 2022 U.S. Dist. LEXIS 41454, at *10 (D. Conn. Mar. 9, 2022) quoting *Franklin v. Gwinnett Cty. Pub. Sch.*, 503 U.S. 60, 66 (1992). “And ‘punitive damages [are part of] the full spectrum of remedies generally available for violation of a federal statute.’” *Id.*, quoting *DeLeo v. City of Stamford*, 919 F. Supp. 70, 74 (D. Conn.

1995)(alteration in original). While the amount of punitive damages under Federal law “will depend upon the degree of wanton and willful conduct of the defendant[,]” there is no question that his conduct was willful and wanton. *Flaks v. Koegel*, 504 F.2d 702, 707 (2d Cir. 1974); and see RRFPA at ¶¶ 227-28 (admitting to being willful and malicious). Thus, as a matter of law, the Court should determine that Plaintiff is entitled to punitive damages for Gilroy’s violation of Section 6851 in an amount to be determined.

4.8 A Permanent Injunction Should Enter

In addition to an award of statutory damages and awarding partial summary judgment as to liability for the common-law claim, with an entitlement to compensatory and punitive damages, the Court should permanently enjoin Gilroy from committing his heinous acts. On November 13, 2024, the Court entered a stipulated preliminary injunction (ECF No. 20) that:

- a) Mr. Gilroy, or anyone acting in concert with him, shall not make any further publication of any intimate visual depictions of Ms. Broadrick; and
- b) Mr. Gilroy, or anyone acting in concert with him, is required to disable public access, to the extent he is able to do so without destroying evidence, to any published intimate visual depictions of Ms. Broadrick.

There is no reason this preliminary injunction should not be made permanent. “The standard for a permanent injunction is similar to the standard for a preliminary injunction, except that the moving party must show actual success on the merits, rather than a likelihood of success.” *Nastri v. Dykes*, 807 F. Supp. 3d 112, 130 (D. Conn. 2025). Here, Plaintiff has succeeded on the merits of her claims.

“A prevailing party must additionally satisfy the following four-factor test before a court may grant a permanent injunction:

- (1) [T]hat it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.”

Id., quoting *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006). Here, as in the preliminary injunction and prior TRO (ECF No. 12), the publication of intimate images is irreparable and monetary damages are inadequate. There is no hardship to the defendant, and the public interest is served by the removal of non-consensual revenge pornography. Notably, such specifically furthers the interests of the Federal law and a host of state counterparts. Thus, a permanent injunction is warranted.

5.0 CONCLUSION

Gilroy committed despicable acts and must be held accountable. His amended answer and admissions remove all genuine disputes to his liability and the compensation owed under Count I. Under Counts II, III, IV, V, and VI, the only remaining question is the extent of his monetary liability to Broadrick, which a jury may determine.

Thus, Plaintiff respectfully requests this Honorable Court award summary judgment in her favor as to Count I and award her statutory damages of \$2,250,000.00. Further, Plaintiff requests the court award partial summary judgment as to the defendant's liability for Counts II, III, IV, V, and VI with a trial by jury to determine the appropriate compensatory damages. Similarly, Gilroy should be found to be liable for punitive damages, both statutory and common law, in amounts to be determined by the jury, and permanent injunctive relief should enter.

Dated: May 14, 2026

Respectfully submitted,

/s/ Jay M. Wolman

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

BAILEY BROADRICK,

Plaintiff,

v.

NICHOLAS GILROY,

Defendant.

Case No. 3:24-cv-01772

LOCAL RULE 56(A)1 STATEMENT OF UNDISPUTED MATERIAL FACTS

Plaintiff Bailey Broadrick (“Broadrick”) respectfully submits this D. Conn L. Civ. R. 56(a)(1) Statement of Undisputed Material Facts in support of her Motion for Summary Judgment and Memorandum of Law in Support thereof. Broadrick maintains that no genuine dispute exists as to the following facts:

1. Defendant Nicholas Gilroy (“Gilroy”) has lied for years in an attempt to avoid taking responsibility for launching a harassment campaign against Broadrick. *See e.g.*, Def.’s Mot. to Am. at 1.
2. After Broadrick sued him for disseminating her intimate images online, Gilroy denied any ability to recollect whether he had ever shared images of Broadrick. July 30, 2025, Interrogatory responses, attached as **Exhibit 1**, at 3, Interrogatory No. 10 Answer.
3. Gilroy’s story soon changed. At his August 6, 2025, deposition, Gilroy testified under oath to sharing Broadrick’s images with her brother and an additional, unidentified person, but he denied responsibility for sharing these photos online. August 6, 2025, Dep. Tr., attached as **Exhibit 2**, at 63:1-65:2.
4. At this same deposition, Gilroy testified that the username “soreleckto” meant

nothing to him and that he was not the owner or operator of any account by that name. *Id.* at 67:14-18 & 130:17-21.

5. But Gilroy was still lying. In response to Broadrick’s subpoena, Frontier Internet revealed that dozens of Reddit posts sharing Broadrick’s images originated from the IP address associated with Gilroy’s mother, with whom the defendant resides. Frontier Internet Subpoena, attached as **Exhibit 3**, at 2–5.

6. A subpoena of Kik’s records revealed that Gilroy’s home IP address was associated with the Kik username “soreleckto”¹ 966 times between July 12, 2024, and October 24, 2024. Kik Subpoena, attached as **Exhibit 3**, at 2.

7. When he was caught lying, Gilroy moved to file an amended answer and provided Broadrick with revised answers to her requests for admission. Def.’s Mot. to Am. at 1; Def.’s Revised Answers to Req. for Admis, attached as **Exhibit 4**.

8. Gilroy and Broadrick met online using the Omegle platform in August of 2014 and began chatting, culminating in a long-distance relationship. At this point, Gilroy was an adult, but Broadrick was a minor. Def.’s Revised Answers to Req. for Admis at ¶¶ 15, 17; Verified Compl., attached as **Exhibit 5**, at ¶¶ 8–9.

9. Gilroy used his relationship with Broadrick to ask her to provide intimate images but she initially refused. Def.’s Revised Answers to Req. for Admis, at ¶ 18.

10. Broadrick was still a minor when she and Gilroy met in person in 2015. *Id.* at ¶ 22.

11. Broadrick ended the relationship with Gilroy soon after their in-person meeting, but their relationship continued periodically afterward. *Id.* at ¶¶ 23–24.

¹ The spelling change of “soreleckto” and “sorelekto” was contemporaneous with a change in internet providers in his house.

12. In or around the summer of 2020, Gilroy created a shared web album and asked Broadrick to share intimate photos of herself using the shared album. Def.’s Revised Answers to Req. for Admis. at ¶¶ 25–26.

13. Broadrick conditionally agreed to share intimate images of herself with Gilroy after he explicitly promised he would not share the images with any third parties. *Id.* at ¶ 27.

14. Gilroy promised to keep these images and videos confidential. *Id.* at ¶ 41.

15. In addition to the images Broadrick shared with him, Gilroy took additional photos of Plaintiff without her awareness or consent. *Id.* at ¶ 205.

16. Later in 2020, Broadrick broke up with Gilroy and asked him to delete the shared album. Gilroy agreed to delete the album. *Id.* at ¶¶ 44–48.

17. In 2022, Broadrick ceased all communication with Gilroy. *Id.* at ¶¶ 52–53.

18. In 2023, Gilroy published intimate images shared by Broadrick on Reddit. *See Id.* at ¶¶ 54–55.

19. Gilroy used multiple accounts to disseminate Broadrick’s intimate photos, including Kik accounts under the usernames “soreleckto” and “sorlekto” and dozens of burner usernames across Reddit and EroMe. *Id.* at ¶¶ 59–98.

20. These usernames included burners such as “desperate_weekend959,” which Gilroy used to post “Bailey would be so upset being shared but exposing her makes my dick feel so good and that’s all I care about. K i k soreleckto to see her naked.” *Id.* at ¶ 88; **Exhibit 6**.

21. Other posts included things such as “Exposing Bailey Broadrick’s nudes without her consent makes me cum so fucking hard,” “Bailey Broadrick would be in tears if she knew how many guys were jerking to her naked body,” and “Dm or Kik soreleckto if you think Bailey Broadrick should be exposed without her c0nsent.” *Id.* at ¶¶ 105, 111, 119.

22. Gilroy posted dozens of similar invitations on the internet to receive Broadrick’s intimate images. *Id.* at ¶¶ 99–189.

23. Among Gilroy’s posts are messages that featured Broadrick’s full name, photos of her, screenshots of her LinkedIn identifying information, and requests for people to contact Broadrick on her LinkedIn (“Can someone message Bailey on LinkedIn and tell her you’ve seen her naked?”). *Id.* at ¶ 189; **Exhibit 7**.

24. Among Gilroy’s posts are instructions to message his “soreleckto” and “sorelekto” Kik accounts for more intimate photos of Broadrick. *Id.* at ¶¶ 59–60, 190.

25. Gilroy posted intimate images of Broadrick to his soreleckto profile. *Id.* at ¶¶ 194, 203.

26. A true and accurate representation of photos Gilroy displayed on his public soreleckto profile appear as **Exhibits 8-16**. *Id.* at ¶ 204.

27. Among the photos Gilroy displayed on the soreleckto profile page is a photo of Broadrick, nude, asleep, and recovering from chemotherapy. *Id.* at ¶ 216.

28. Among the photos Gilroy posted are photos of Broadrick engaged in fellatio and manual stimulation. *Id.* at ¶ 217; attached at **Exhibits 17-18**.

29. Prior to Gilroy’s online dissemination of Broadrick’s intimate images, he was the only one with access to them. *Id.* at ¶ 195.

30. No one was off limits for Gilroy. He sent intimate images of Broadrick to her brother using the soreleckto Kik account. *Id.* at ¶¶ 221–223.

31. Gilroy’s actions against Broadrick were willful. *Id.* at ¶ 227.

32. Gilroy’s actions against Broadrick were malicious. *Id.* at ¶ 228.

33. Further, Gilroy’s amended answer acknowledges that he “intended to inflict

emotional distress upon Plaintiff when he disseminated intimate photographs and videos of her without her consent. *Compare* Verified Compl., at 17, *with* Am. Answer at 2.

34. Gilroy’s actions caused intimate depictions of Broadrick to exist on Reddit, EroMe, and Kik. These depictions include identifiable images and videos of Broadrick and use her name. *Id.* at ¶ 248.

35. Gilroy posted at least 15 unique intimate visual depictions that show Broadrick’s breasts, nipples, and pubic area, and they show her engaged in sexually explicit conduct in the form of oral-genital sexual intercourse and masturbation. *Id.* at ¶¶ 247–250, attached as **Exhibits 18-32**.

36. These intimate visual depictions of Plaintiff were disclosed in interstate or foreign commerce when they were posted on Reddit, EroMe, and Kik. *Id.* at 252.

37. These intimate visual depictions were disclosed on the internet without Broadrick’s consent, authorization or affirmation. *Id.* at ¶ 255.

38. Gilroy knew that Broadrick did not consent to his posting her intimate images as evidenced by the language he used to post them, for example “K i k soreleckto to get Bailey Broadrick naked without her c0nsent.” *Id.* at ¶ 257.

39. Broadrick is a private person, not a public figure, and her intimate images are not a matter of public concern. *Id.* at ¶ 284.

40. Gilroy’s amended answer recognizes that he “created an unreasonable risk of causing Plaintiff emotional distress when he published intimate photos of her on the Internet.” *Compare* Compl., attached as **Exhibit 5**, at 16, *with* Am. Answer, attached as **Exhibit 33**, at 2.

41. With regard to Count IV, Gilroy has admitted that “as a direct and proximate result of Defendant’s unreasonable publicity given to private life, Plaintiff has suffered actual damages

to be proven at trial” and is otherwise entitled to equitable relief. *Id.* at ¶¶ 285–286.

42. With regard to Count V, Gilroy has admitted that “as a direct and proximate result of Defendant’s false light invasion of privacy, Plaintiff has suffered actual damages in an amount to be proven at trial” and that Broadrick is entitled to equitable relief ordering Gilroy to cease display or disclosure of her intimate visual depictions. *Id.* at ¶¶ 292–293.

43. With regard to Count VI, Gilroy has admitted that he and Broadrick exchanged clear and definite promises to not share the intimate images and that Broadrick relied on those promises and would not have shared the images in the absence of Gilroy’s assurances. *Id.* at ¶¶ 295–296.

44. Gilroy’s intent to embarrass and inflict pain on Broadrick has materialized in significant consequences to her emotional and physical health. *See Exhibit 35*, Declaration of Bailey Broadrick (“Broadrick Decl.”) at ¶ 3. She is currently dealing with intense anxiety on a daily basis, which includes frequent panic attacks. *Id.* at ¶ 4. The anxiety, caused and/or exacerbated by Gilroy’s actions, have resulted in significant emotional distress and loss of income. *Id.* at ¶ 5. Her state of fear, which is constant, has not responded to control by medication or therapy. *Id.* at ¶ 6. She remains traumatized, waking up in fear that new images will have been posted overnight. *Id.* at ¶ 7. Gilroy’s actions have strained Plaintiff’s relationship with her family—her relationship with her parents broke down following Gilroy’s publications, and her relationship with her brother (with whom Gilroy shared nude photos) is severely damaged. *Id.* at ¶¶ 8-10. Gilroy’s actions have severely damaged Ms. Broadrick’s personal self-image and her ability to be intimate with her boyfriend. *Id.* at ¶ 11. Further, as a direct and proximate result of Gilroy’s actions, Broadrick’s risk of cancer recurrence has increased. *See Exhibit 34*, at 34.