

**STATE OF RHODE ISLAND**

**SUPERIOR COURT  
KENT, SC.**

**PAMELA AVEYARD,**  
**Plaintiff**

**VS.**

**C.A. No. KC17-**

**GAYLE CORRIGAN, in her individual :  
and official capacity as Town Manager for:  
the Town of East Greenwich; the :  
TOWN OF EAST GREENWICH, by and :  
through LINDA DYKEMAN, in her :  
capacity as Finance Director for the Town:  
of East Greenwich, THE EAST :  
GREENWICH TOWN COUNCIL, :  
and SUZANNE CIENKI, SEAN TODD, :  
ANDREW DEUTSCH, NINO :  
GRANATIERO, and MARK :  
SCHWAGER, in their individual and :  
official Capacities as members of the East :  
Greenwich Town Council, :  
Defendants**

**COMPLAINT**

**I. Introduction**

This action is brought by the Plaintiff, Pamela Aveyard, against Defendants seeking declaratory and injunctive relief, and other equitable relief, as well as attorney's fees, litigation expenses, and compensatory and punitive damages from the Defendants for wrongful termination of her employment and denial of employment and other rights and protections in violation of 1) the Rhode Island Open Meetings Act ("OMA"), R.I.G.L. § 42-46-1, *et seq.*; 2) the Town of East Greenwich Town Charter, 3) the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. §28-48-1, *et seq.* ("RIPFMLA"); and 4) the Rhode Island Civil Rights Act of 1990, R.I.G.L. §42-112-1, *et seq.* ("RICRA").

## II. Parties

### *Plaintiff*

1. Plaintiff Pamela Aveyard is a resident of the Town of North Kingstown, County of Washington, State of Rhode Island.

### *Defendants*

2. Defendant Gayle Corrigan is sued in her individual and official capacity as the purported Town Manager for the Town of East Greenwich.

3. Defendant Town of East Greenwich ("Town") is a duly authorized and organized municipality existing under the laws of the State of Rhode Island and is sued by and through its Finance Director, Linda Dykeman, the official designated by state law, R.I.G.L. §45-15-5, to be named in a suit for relief against the Town.

4. Defendant Suzanne Cienki is sued in her individual and official capacity as the President and member of the East Greenwich Town Council ("Town Council").

5. Defendant Sean Todd is sued in his individual and official capacity as a member of the Town Council.

6. Defendant Andrew Deutsch is sued in his individual and official capacity as a member of the Town Council.

7. Defendant Nino Granatiero is sued in his individual and official capacity as a member of the Town Council.

8. Defendant Mark Schwager is sued in his individual and official capacity as a member of the Town Council.

9. Defendants Cienki, Todd, Deutsch, Granatiero, and Schwager are also referred to herein collectively as "Town Council."

### **III. Jurisdiction**

10. This Court has jurisdiction over Plaintiff's claims asserted a) under the OMA pursuant to R.I. Gen. Laws (hereinafter "RIGL") § 42-46-8(c), b) the RIPFMLA pursuant to R.I.G.L. §28-48-6, c) under the RICRA pursuant to R.I.G.L. §42-112-2; and, d) for declaratory and injunctive relief under R.I.G.L. § 8-2-13. Additionally, the monetary amount claimed herein is sufficient to establish the jurisdiction of the Superior Court pursuant to R.I.G.L. § 8-2-14.

11. In compliance with the case law interpreting R.I. Gen. Laws § 45-15-5, Plaintiff will submit a claim to the East Greenwich Town Council, along with a copy of this Complaint, at least 40 days prior to officially serving the Complaint. Plaintiff filed this Complaint before presenting a claim to Town of East Greenwich Town Council to ensure that the statute of limitation for the alleged Open Meeting Act violation did not expire.

### **IV. Venue**

12. Venue is proper in this Court pursuant to R.I.G.L. §9-4-3 insofar as individual Defendants reside in the County of Kent, State of Rhode Island and the Town of East Greenwich is in Kent County.

### **V. Material Facts**

#### **A. Employment Background**

13. Pursuant to the Town of East Greenwich Town Charter ("Town Charter") §§ C-85 (A) and C-86 the Town Manager with the approval of the majority of the East Greenwich Town Council appointed Plaintiff to the position Executive Assistant to the Town Manager of East Greenwich to aid the Town Manager in carrying out the administrative duties sometime in or around January 2013.

14. Except for a medical leave of absence that began at the end of 2014 and continued into 2015, which resulted Plaintiff initially being removed for her position for which she was

reinstated in January 2016, Plaintiff continued as the Executive Assistant to the Town Manager of East Greenwich through June 30, 2017.

15. Plaintiff performed her duties as Executive Assistant to the Town Manager of East Greenwich well for the duration of her employment.

**B. First OMA Violations—June 19, 2017 Meeting**

16. On June 19, 2017 at 8:00 a.m., the Town Council held a special meeting in closed session.

17. The Town Council voted in executive session at that meeting to 1) approve a separation agreement with its Town Manager Thomas Coyle and 2) appoint Defendant Corrigan as Acting Town Manager.

18. No public notice was provided that the Town Council intended to appoint an Acting Town Manager.

19. The appointment of Defendant Corrigan should have been discussed and voted upon in a public session.

20. The hiring of personnel or appointing of replacement or acting officers are not actions which may properly be taken in executive session. *See R.I.G.L. § 42-46-5* (listing purposes for which meetings may be held in executive session).

21. No record of any minutes of the meeting was made by the Town Council.

22. *The Town Council violated R.I.G.L § 42-46-6(b) by failing to provide adequate notice to the public of the nature of the business to be discussed at the June 19, 2017 special meeting. East Greenwich Firefighters Association v. Corrigan, et al., KC-2017-0898, dated Nov. 8, 2017 (hereinafter “Decision”) at p. 41. [Language replying on and/or quoting the Decision is in italics for the remainder of this Complaint.]*

23. *The Town Council violated R.I.G.L § 42-46-5 by discussing and voting on the appointment of an Acting Town Manager in an executive session at the June 19, 2017 special meeting. Decision at 43.*

24. *The Town Council violated R.I.G.L § 42-46-7 by not keeping a record of the June 19, 2017 meeting. Decision at 43.*

25. *The Defendants' violations of the OMA described above were willful and knowing. Decision at 73.*

**C. First Town Charter Violations—June 19, 2017 Meeting**

**1) Section C-64 Violation**

26. Section C-64 of the Town Charter states: “[n]o official vote on any matter shall be taken at any meeting which is not open to the public.” Decision at 46 (emphasis in decision).

27. *The Town Council violated § C-64 of the Town Charter when it voted in executive session, and not in an open meeting, to appoint Defendant Corrigan as Acting Town Manager at the June 19, 2017 meeting. Decision at 46-47.*

**2) Section C-67 F Violation**

28. Section C-67 F of the Town Charter, provides that “in the event that the Town Manager resigns or is removed from office” the Town Council shall “designate an officer of the Town, other than a Town Council Member, to serve as Town Manager . . . until a successor to the Town Manager has assumed the duties of the office.”

29. Accordingly, the Town Council must designate an officer of the Town as Acting Town Manager if the Town Manager resigns or is removed from office. Decision at 47.

30. Defendant Corrigan was not an officer of the Town at the time of her purported appointment as Town Manager and she therefore could not lawfully serve as “Acting Town Manager” according to the Town Charter. Decision at 47.

31. *The Town Council violated § C-67 F of the Town Charter insofar as Corrigan was not an officer of the Town at the time she was appointed Acting Town Manager on June 19, 2017.*  
Decision at 47.

**3) Section C-63 B Violation**

32. Section C-63 B of the Town Charter provides that the Town Council may call special meetings, but those meetings must be properly noticed—pursuant to the OMA—and the only business that may be conducted during a special meeting is that which is contained in the notice. Decision at 48.

33. At the June 19, 2017 meeting, the Town Council appointed Defendant Corrigan as the Acting Town Manager; however, the agenda listed only one executive session item with no information pertaining to the appointment of an Acting Town Manager. Decision at 48.

34. *The Town Council violated § C-63 B of the Town Charter by transacting business at a special meeting on June 19, 2017 without providing proper notice of the topic to the public [, specifically voting to appoint Defendant Corrigan as Acting Town Manager].* Decision at 48.

**D. Res Judicata and/or Collateral Estoppel**

35. *As consequence of the foregoing OMA and Town Charter violations, the Town Council's vote on June 19, 2017 appointing Defendant Corrigan as Acting Town Manager is, and has been declared, null and void by the Kent County Superior Court.* Decision at 69.

36. Based on the doctrine of *res judicata* and/or *collateral estoppel*, the Defendants are legally bound and subject to and cannot contest the determinations of the Court in *East Greenwich Firefighters Association v. Corrigan, et al.*, KC-2017-0898, dated Nov. 8, 2017 as set forth herein in the italicized paragraphs above.

**E. Second OMA Violations—June 26, 2017 Meeting**

37. At its meeting on June 26, 2017, the Town Council voted to go into executive session pursuant to R.I.G.L. 42-46-5 (a) (2).

38. Two different justifications were posted for convening the executive session: one was a Pawtucket Credit Union lawsuit and the other was a generalized statement pertaining to collective bargaining or litigation, specifically to discuss legal implications related to municipal collective bargaining agreement obligations and common-law/statutory obligations of the Town.

39. According to the draft minutes of the executive session meeting, there was extensive discussion regarding the "One Town" restructuring plan to combine certain administrative positions and functions of the Town and School Department.

40. This discussion included the elimination of staff positions and lay-offs of municipal employees and the consolidation of department level positions in a merged school-town administration.

41. Upon information and belief, at that meeting, the employment performance/status of the Plaintiff, as well as that of Sharon Kitchin, Director of Human Resources, and Kristen B. Benoit, Director of Finance were discussed.

42. At that closed meeting, the Council allegedly voted to eliminate the position of Executive Assistant to the Town Manager.

43. The name of Plaintiff's position as Executive Assistant to the Town Manager of East Greenwich was merely changed to Chief of Staff.

44. The newly created position of Chief of Staff had less job duties than were assigned to Plaintiff when she was the Executive Assistant to the Town Manager of East Greenwich but the Chief of Staff was to be paid an annual salary of approximately \$24,000 more than Plaintiff had been paid as Executive Assistant to the Town Manager.

45. As a result, Plaintiff was merely replaced in her position with another person who was not previously employed by the Town.

46. No consolidation of position and savings occurred because the position of Executive Assistant to the Town Manager of East Greenwich was renamed as Chief of Staff to the Town Manager and the newly named position paid approximately \$24,000 more.

47. To remove Plaintiff from her position with the intention of replacing her with an outside employee, the issue of Plaintiff's job performance, charter, or physical or mental health had to be at issue.

48. "[A]n employee's contract is in most cases inextricably intertwined with a discussion of that employee's job performance, character, or physical or mental health." Opinion of Attorney General, ADV OM 04-06, 2004 WL 3557540 at \*1 (R.I. 2004).

49. The Town Council voted in executive session to approve "the Acting Town Manager's restructuring and reorganization plan for "One Town" implementation . . ."

50. According to the draft minutes of the executive session meeting, "[g]iven the nature of the topic, [the Town Council] decided to keep the vote under seal until implementation was completed."

51. No votes or action taken in the executive session were reported in the minutes of the public session of the meeting.

52. *The Town Council violated R.I.G.L § 42-46-6(b) by failing to provide adequate notice to the public of the nature of the business to be discussed at the June 26, 2017 executive session meeting, which included discussion of a major policy initiative with enormous potential impact on the public and governmental operations, the so-called "One Town Plan."*

53. *The Town Council violated R.I.G.L §§ 42-46-4 and 5 by discussing and voting at the June 26, 2017 executive session on a major policy initiative with enormous potential impact*



*on the public and governmental operations, the so-called "One Town Plan," because the topic was not a) noticed to the public and b) a proper subject for a non-public session.*

54. *The Town Council violated R.I.G.L § 42-46-4 and 7 by not keeping a proper public record of the June 26, 2017 meeting by not reporting and including in its minutes of the public hearing the votes recorded in executive session, because the votes a) should have been made in the public session, and b) there was no vote finding that immediate disclosure would jeopardize any strategy, negotiation or investigation undertaken pursuant to discussions conducted under § 42-46-5(a).*

55. *Even if the subject matter was proper for an executive session to the extent it involved discussion of job performance, character, or physical or mental health of the Plaintiff or any other person under R.I.G.L §42-46-5(a)(1), the Town Council violated R.I.G.L §§ 42-46-4 and 5 by voting on such a subject at the June 26, 2017 executive session. See In re: Health Services Council, ADV OM 99-12 ("[u]nder § 42-46-5(a)(1) ...the public body must limit itself to 'discussion' and any votes must be taken in open session.") (quoting Graziano v. R.I. Lottery Commission, OM 99-06).*

56. *Even if the subject matter was proper for an executive session to the extent it involved discussion of job performance, character, or physical or mental health of the Plaintiff under R.I.G.L §42-46-5(a)(1), the Town Council violated R.I.G.L §§ 42-46-4 and 5(a)(1) because the Plaintiff was never provided "notifi[cation] in advance in writing [of the June 26, 2017 meeting] and advised that [she] may require that the discussion be held at an open meeting."*

57. *The failure to provide the foregoing notice to the Plaintiff renders any action taken against the Plaintiff at the June 26, 2017 meeting null and void as a matter of law under R.I.G.L. § 42-46-5 (a) (1).*

58. The Town has exhibited a pattern of conduct surrounding the Town's dealings with Defendant Corrigan and her appointment as Acting Town Manager and Town Manager evidencing the Town's lack of respect for the spirit and intention of the OMA. Decision at 62.

**F. Second Town Charter Violations—June 26, 2017 Meeting**

***Section C-64 Violation***

59. *The Council violated § C-64 of the Town Charter when it voted at the June 26, 2017 executive session on a major policy initiative with enormous potential impact on the public and governmental operations, the so-called "One Town Plan," because the meeting was not open to the public.*

**G. Termination of Plaintiff's Employment**

60. On the afternoon of June 30, 2017, Solicitor David D'Agostino walked out of the Acting Town Manager's office and into the Plaintiff's office and requested to meet with her in the Acting Town Manager's office. At this meeting, he handed her a letter from the Town signed by Defendant Corrigan as purported "Acting Town Manager."

61. That letter provided in pertinent part that "due to budget restructuring and fiscal consolidations, the Town of East Greenwich must separate employees to achieve the "One Town" model. ...As a direct result ... [Plaintiff] was being separated effective June 30, 2017 at 1:00 p.m."

62. In an email from Defendant Corrigan dated that same day, June 30, 2017, the purported Acting Director announced that "Effective July 6, 2017, Michaela Antunes will serve as Chief of Staff."

63. As stated in paragraphs above, "the budget restructuring and fiscal consolidation" was not the *de facto* basis to remove Plaintiff from her position because

- a. Plaintiff's position was never *de facto* eliminated.

- b. The name of Plaintiff's position as Executive Assistant to the Town Manager of East Greenwich was merely changed to Chief of Staff to Town Manager.
- c. The newly created position of Chief of Staff had less job duties than were assigned to Plaintiff when she was the Executive Assistant to the Town Manager of East Greenwich but the Chief of Staff was to be paid an annual salary of approximately \$24,000 more than Plaintiff had been paid as Executive Assistant to the Town Manager.
- d. As a result, Plaintiff was merely replaced in her position with another person who was not previously employed by the Town.
- e. No consolidation of position or savings occurred because the position of Executive Assistant to the Town Manager of East Greenwich was renamed as Chief of Staff and the newly named position paid approximately \$24,000 more.
- f. No positions were eliminated or consolidated as a result of renaming the position of Executive Assistant to the Town Manager of East Greenwich.

64. Pursuant to § C-85 (A) and § C-86 of the Town Charter the Town Manager had the power to appoint Plaintiff to the position that she held with the approval of the majority of the Town Council.

65. Pursuant to § C-85 (A) of the Charter the Town Manager could terminate Plaintiff from her position on the condition that it was approved by a majority of the Town Council but it never terminated her.

66. As of the date of this Complaint, Plaintiff was never terminated from her position;

67. Defendants falsely claimed that they eliminated Plaintiff's position and therefore she no longer had a job with the Town.

68. It is Plaintiff's information and belief that in an attempt to justify eliminating the Executive Assistant to the Town Manager position, the purported acting Town Manager Corrigan falsely characterized the scope of the job duties that Plaintiff performed as the Executive Assistant to the Town Manager, ignored Plaintiff's experience and qualifications, falsely stated Plaintiff's annual salary, falsely inflated the job duties that the Chief of Staff was to perform, and falsely claimed that the Chief of Staff would be paid the same as Executive Assistant to the Town Manager to the Town Council and in public statements.

69. For example, in an interview reported in the July 5, 2017 Providence Journal, Acting Town Manager minimized the Plaintiff's job duties in the interview she gave to The Providence Journal, by stating that "she doesn't need an assistant to answer her phone or do her typing, Corrigan called the chief of staff job a much broader position."

70. In that same July 5, 2017 Providence Journal, she claimed that the new "chief of staff", Michaela Antunes, will be paid no more than Plaintiff was as the Executive Assistant to the Town Manager.

71. As of June 30, 2017, the Plaintiff's hourly rate was \$29.3154 per hour, for an annual salary of \$53,354.03.

72. It is Plaintiffs' information and belief that the Chief of Staff signed a contract on her first day of work, July 6, 2017 with Corrigan for an annual salary of \$77,500, or \$42.58 per hour, or an over \$24,000 increase in pay over the Plaintiff.

73. Acting Town Manager Corrigan signed this contract as "Town Manager" even though the term "Acting" was not attempted to be removed by the Town Council from her title until the July 24, 2017 Town Council meeting.

74. It is Plaintiff's information and belief that, in violation of § C-85 of the Charter the Town Manager did not get authorization to accept the terms and conditions of Ms. Antunes contract from the Town Council.

75. It is Plaintiff information and belief that Plaintiff is more qualified than Michaela Antunes for the newly titled position of Chief of Staff.

76. Neither Ms. Corrigan, nor any other actual or claimed agent of the Town, ever interviewed or asked Plaintiff about her work experience or other qualifications before laying her off and replacing Plaintiff with Ms. Antunes.

77. It is Plaintiff's information and belief that an agent for the Town of East Greenwich, Providence Analytics, stated at a "Town of East Greenwich Budget Review" presentation provided to the Town Council on June 5, 2017; that it "interviews school and town personnel, partners" however nobody from Providence Analytics ever interviewed the Plaintiff to discuss her background, qualifications, expertise, or any other matter.

#### **H. Third Town Charter Violations—Plaintiff's Termination**

##### ***1) Section C-85 A Violation***

78. Section C-85 A of the Town Charter provides that the Town Manager may remove "employees of the Town ...subject to the approval of the majority of all members of the Town Council."

79. Accordingly, even assuming, *arguendo*, Defendant Corrigan was qualified to hold the position of Acting Town Manager, which she was not, and that she was properly appointed as such, which she was not, Defendant Corrigan had no authority to terminate the Plaintiff without Town Council approval.

80. Any purported approval of the Town Council to terminate Plaintiff or authorization to Defendant Corrigan to terminate the Plaintiff was obtained or issued in violation of the OMA at the June 26, 2017 executive session meeting discussed at length above.

81. To the extent the Town Council intends to vote to terminate the employment of a Town employee, it has to be done at a public meeting of that public body duly called. R.I.G.L. §§ 42-46-5(a)(1) and 6(b).

82. *Neither the posted agenda on June 26, 2017 nor any prior or subsequent posted agenda of the Town Council [prior to this court's November 8, 2017 Decision] provided notice to the public that termination of the Plaintiff was going to be considered by the Town Council.*

83. There are no minutes of either the June 26, 2017 public or executive session recording any votes of the Town Council approving or authorizing the termination of the Plaintiff's employment with the Town.

### 3) *Town Charter § C-117 F Violation*

84. Pursuant to § C-117 F of the Town Charter provides that employees shall be entitled to continued employment subject only to good behavior, satisfactory job performance, the availability of related Town funds and continuation of the position.

85. Again, pursuant to the express wording of her termination letter, the Plaintiff was not terminated for unsatisfactory behavior or performance.

86. Defendants alleged that Plaintiff was terminated due to "*budget restructuring and fiscal consolidation.*"

87. Nor was Plaintiff terminated due to lack of funding—the position was not de-funded in the most recent budget and Plaintiff de facto replacement was paid approximately \$24,000 more in annual salary.

88. Indeed, the motion that passed at the June 8, 2017 meeting of the Town Council was to approve the FY2017 budget only, not to adopt the "One Town model" or eliminate the position of Executive Assistant to the Town Manager.

89. Accordingly, the Plaintiff's termination was unlawful in violation of the express wording of § C-117 F of the Charter.

**I. Violation of the RIPFMLA and the RICRA**

**1) *Serious Medical Condition and Disability***

90. At the time of Plaintiff's termination, she was on and within a period of approved intermittent medical leave under the RIPFMLA.

91. This intermittent medical leave was also provided as a reasonable accommodation so that Plaintiff could continue to perform her job as Executive Assistant to the Town Manager of East Greenwich

92. This intermittent medical leave was required due to a chronic and disabling blood pressure condition, which interfered with her ability to perform major life activities, including working, if she was not provided the reasonable accommodation of intermittent leave.

93. *The Town was well aware of the Plaintiff's foregoing disability.*

94. The purpose of the intermittent medical leave was to enable the Plaintiff to obtain and undergo medical care and treatment when necessary and this allowed her to continue to perform her job duties as Executive Assistant to the Town Manager of East Greenwich.

**2) *RIPFMLA***

95. The Plaintiff's foregoing disability qualified as a "serious illness" entitling Plaintiff to a medical leave under the RIPFMLA.

96. Pursuant to the RIPFMLA, the Plaintiff was entitled to continue to work for the Town under the same terms and conditions she enjoyed prior to commencement of her intermittent leave.

97. Instead, the Defendants refused to allow the Plaintiff to continue in the same position and refused to offer her an alternative position with equivalent pay, benefits and working conditions.

98. The termination of Plaintiff's employment while she was approved for intermittent leave constitutes unlawful interference with and a violation of her rights under the RIPFMLA.

### 3) *RICRA*

#### *Protected Physical Impairment*

99. The medical condition from which Plaintiff was suffering clearly qualifies as a disability protected from discrimination under the RICRA and applicable law.

100. Moreover, in light of the patently unlawful and discriminatory manner in which the Defendants treated Plaintiff by terminating her employment while she was provided approved intermittent medical leave, there can be no doubt that Defendants perceived or regarded Plaintiff to have a disability.

101. At all relevant times, Defendants had *a record* of the Plaintiff's impairment, as that term is defined and applied under the RICRA and applicable law.

102. At all relevant times, Defendants were aware that the Plaintiff had need of reasonable accommodation due to her disability as detailed above.

#### *Qualified Individual*

103. At all relevant times, the Plaintiff was able to perform her *regular* duties, "with ... reasonable accommodation."

104. Accordingly, at all relevant times, the Plaintiff was a *qualified individual* or *otherwise qualified*, as those terms are defined under the RICRA and applicable law.

#### *Reasonable Accommodation*



105. At all relevant times, Plaintiff was in need of a reasonable accommodation for her disability in the form of an intermittent medical leave, to which she was entitled under the RICRA.

106. Rather than provide the accommodation reasonably required by the Plaintiff under the circumstances, Defendants terminated Plaintiff's employment.

**4) Adverse Employment Action and Pattern and Practice of Discrimination**

107. The Defendants took adverse employment action against the Plaintiff, specifically terminating her employment, in whole or in part, because the Plaintiff was suffering from a disability and/or because Defendants perceived or regarded the Plaintiff as being disabled or having an impairment and/or because there was a record of her impairment, as defined in accordance with applicable law.

108. On information and belief, the Defendants have exhibited a pattern and practice of terminating employees of the Town perceived to be disabled while on medical leave.

**5) Discriminatory Animus—Pretext**

109. That reason asserted by Defendants for taking the adverse employment action complained of herein is clearly a *post hoc* fabrication—a pretext—by which Defendants seek to avoid legal liability for their actions, which only further serves to support the inference that Plaintiff was treated adversely due to unlawful disability discrimination and/or retaliation in violation of applicable law.

110. Discriminatory intent may also be established where, as here, an employer fails to follow its own policy and procedures relative to, among other things, the procedure and grounds for termination of employment.

111. Moreover, the close temporal proximity of protected conduct to the adverse employment action described herein raises a compelling inference of discriminatory intent.

**6) Retaliation**

112. In addition, and in the alternative, Defendants took adverse employment action against Plaintiff in retaliation for Plaintiff having exercised her right to a reasonable accommodation in the form of an approved RIPFMLA intermittent medical leave, in violation of Plaintiff's statutory rights and/or protections against retaliatory conduct.

**J. Motivation and Harm**

113. Defendants' wrongful and/or unlawful acts and/or omissions, including, but not limited to, those described herein, were knowing and willful and/or motivated by malice or ill will toward the Plaintiff, and Defendants otherwise acted in bad-faith and/or with reckless indifference to the statutorily protected rights of the Plaintiff.

114. As a proximate result of Defendants' wrongful and/or unlawful discriminatory acts and/or omissions, including, but not limited to, those described herein, Plaintiff suffered, is now suffering, and will continue to suffer emotional and economic injury including, but not limited to, pecuniary losses, loss of income, loss of back and front pay, loss of employment benefits, emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, humiliation, damage to her professional and personal reputation, and has incurred and will continue to incur expenses for legal services, and other great harm.

**K. Subsequent Attempts to Cure Violations of OMA and Charter Violations**

115. As of the date of that this complaint was filed, Plaintiff has not been notified by any of the defendants that the Town Council would address a Town Manager's request to terminate Plaintiff from her employment with Town and that she had a right to attend or participate in such a hearing.

116. As of the date of this complaint, no substantive open meeting has been announced or conducted by the Town to discuss whether the position of Executive Assistant to the Town Manager should be eliminated and/or whether the position of Chief of Staff should be created.

117. In a November 29, 2017, Town Council Meeting, without allowing public comment before the vote, Defendant Town Council members voted to retroactively appoint Gail A. Corrigan Town Manager as of June 19, 2017 and then retroactively approved all her prior decisions, including eliminating the position of Executive Assistant to the Town Manager.

118. This summarily retroactive action appears to be a direct violation of this court's November 9, 2017 that declared that the actions that Gail A. Corrigan took while purporting to be the Acting Town Manager and later the Town Manager were null and void and the actions of the Town Council own taken since June 2017 that were violation of OMA were null and void, which included eliminating the Executive Assistant to the Town Manager position.

119. Allowing the Defendants to summarily retroactively approve all prior decisions would nullify the substance of this Court's November 9, 2017 decision.

120. In, summary, as of the date of this Complaint, no action by the Defendant as of the date of this Complaint has provided Defendants with a basis to claim that it terminated Plaintiff and/or eliminated her position in compliance with the OMA and/or the Town Charter.

## **VII. Causes of Action**

121. Plaintiff re-alleges and incorporates each and every allegation contained in paragraphs 1 through 120 of this Complaint in each of the counts below with the same force and effect as if set forth therein.

### **COUNT ONE**

#### ***Violation of Rhode Island Open Meetings Act – Actionable under R.I.G.L. §42-46-8***

122. Defendants, by their individual and/or concerted acts and/or omissions, including but not limited to those alleged herein, have violated the OMA, causing Plaintiff to suffer harm as aforesaid, and for which Plaintiff is entitled to relief as provided under R.I.G.L. § 42-6-8 (d).

### **COUNT TWO**

#### ***Violation of the East Greenwich Town Charter***

123. Defendants, by their individual and/or concerted acts and/or omissions, including but not limited to those alleged herein, have violated the Town Charter, causing Plaintiff to suffer harm as aforesaid, and for which Plaintiff is entitled to relief under applicable law.

**COUNT THREE**  
***Rhode Island Parental and Family Medical Leave Act,***  
***R.I.G.L. §28-48-1, et seq.***

124. Defendants, by their individual and/or concerted acts and/or omissions, including, but not limited to, those described herein, violated the Plaintiffs' statutory rights in violation of the RIPFMLA, cause the Plaintiff to suffer damages as aforesaid, and thereby deprived the Plaintiff of rights secured under the RIPFMLA.

**COUNT FOUR**  
***Rhode Island Civil Rights Act of 1990,***  
***R.I.G.L. §42-112-1, et seq.***

125. Defendants, by their individual and/or concerted acts or omissions, including, but not limited to, those described herein, engaged in unlawful discrimination against the Plaintiff in violation of the RICRA, causing the Plaintiff to suffer damages as aforesaid, and thereby deprived the Plaintiff of rights secured under the RICRA.

**VII: Prayers for Relief**

**WHEREFORE**, Plaintiff prays that this Court grant the following relief:

- a. Judgment against the Defendants;
- b. A declaratory judgment declaring the acts and/or omissions of the Defendants, including, but not limited to, those complained of herein, to be in violation of the OMA;
- c. A declaratory judgment declaring all action taken by the Defendants in violation of the OMA to be null and void pursuant to, *inter alia*, R.I.G.L. §§ 42-46-5 (a)(1) and 42-46-8 (d);

- d. A declaratory judgment declaring the acts and/or omissions of the Defendants, including, but not limited to those complained of herein, to be in violation of the RIPFMLA and RICRA.
- e. An injunction or other equitable relief, including but not limited to an award of back pay as well as front pay and/or reinstatement and other compensation and/or benefits to make her whole for all earnings and benefits she would have received but for Defendants' termination of her employment.
- f. An award of compensatory damages.
- g. An award of exemplary and/or punitive damages.
- h. An award of reasonable attorney's fees and costs of litigation to Plaintiff;
- i. An award of prejudgment interest; and,
- j. Such other and further relief as this Court deems just and proper.

**VIII. Demand for Jury Trial**

Plaintiff hereby demands a trial by jury on all counts so triable.

**IX. Designation of Trial Counsel**

Plaintiff hereby designates Robert E. Savage as trial counsel.

Plaintiff, Pamela Aveyard,  
By her attorney,

Date: December 23, 2017

/s/ Robert E. Savage  
Robert E. Savage (#4461)  
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