

STATE OF RHODE ISLAND
KENT, SC.

SUPERIOR COURT

LAURIE M. PERRY,)
)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF EAST GREENWICH, RHODE)
 ISLAND, by and through its Finance Director,)
 LINDA DYKEMAN; THE EAST GREENWICH)
 TOWN COUNCIL, by and through its President,)
 SUZANNE MCGEE CIENKI; MICHAELA)
 ANTUNES, individually and in her capacity as)
 Chief of Staff to the Town Manager of the Town)
 of East Greenwich; SUZANNE MCGEE CIENKI,)
 individually and in her capacity as President of)
 the Town of East Greenwich Town Council;)
 GAYLE A. CORRIGAN, individually and in her)
 capacity as the Town Manager of the Town of)
 East Greenwich; ANDREW F. DEUTSCH, in his)
 capacity as Council Member for the Town of East)
 Greenwich Town Council; LINDA DYKEMAN,)
 individually and in her capacity as the Finance)
 Director of the Town of East Greenwich;)
 NINO M. GRANATIERO, in his capacity as)
 Council Member for the Town of East Greenwich)
 Town Council; MARK SCHWAGER, in his)
 capacity as Council Member for the Town of East)
 Greenwich Town Council; and SEAN M.TODD,)
 individually and in his capacity as Vice President)
 of the Town of East Greenwich Town Council,)
)
 Defendants.)
)
)

C.A. No. KC-2017-

COMPLAINT

This is a civil action arising out of Defendants’ campaign of illegal acts, intimidation and retaliation against Plaintiff Laurie M. Perry (“Ms. Perry”). Ms. Perry seeks declaratory relief and

financial compensation because of her mistreatment by the Town of East Greenwich and its officials.

PARTIES

1. Ms. Perry is an individual residing in East Greenwich, Rhode Island. Ms. Perry is married to Lt. William Perry, a Town of East Greenwich firefighter who is the head of the Town firefighters union. Ms. Perry's brother-in-law, James Perry, is also a Town firefighter.

2. The Defendant Town is a municipal corporation organized and existing under the laws of the State of Rhode Island.

3. The Town Council is the governing body of the Town.

4. Defendant Suzanne McGee Cienki ("Cienki") is the Town Council President. She is sued in both her official and individual capacities.

5. Defendant Sean M. Todd ("Todd") is the Town Council Vice President. He is sued in both his official and individual capacities.

6. Defendant Andrew F. Deutsch ("Deutsch") is a Town Council Member. He is sued in his official capacity.

7. Defendant Nino M. Granatiero ("Granatiero") is a Town Council Member. He is sued in his official capacity.

8. Defendant Mark Schwager ("Schwager") is a Town Council Member. He is sued in his official capacity.

9. Defendant Gayle A. Corrigan ("Corrigan") was ostensibly the Town Manager at the time of the illegal acts described herein. She is sued in both her official and individual capacities. On November 8, 2017, in East Greenwich Firefighters Association, Local 3328 v. Corrigan, No. KC-2017-0898 (R.I. Super. Ct. Nov. 8, 2017), this Court declared Corrigan's

appointment as Town Manager null and void. On November 20, 2017, the Town Council purported to re-appoint Corrigan as Town Manager.

10. Defendant Michaela Antunes (“Antunes”) is the Chief of Staff to the Town Manager. She is sued in both her official and individual capacities.

11. Defendant Linda Dykeman is the Town Finance Director. She is sued in both her official and individual capacities.

JURISDICTION AND VENUE

12. This Court has subject-matter jurisdiction over this action pursuant to R.I. Gen. Laws § 8-2-14; § 28-48-1; § 42-112-2; and 9 U.S.C. § 2601.

13. Venue is proper in accordance with R.I. Gen. Laws § 28-5-28 because the unlawful actions at issue occurred in Kent County.

FACTS

July 2015 – April 2017

14. In July 2015, the Town hired Ms. Perry as an accounts payable clerk for the Town finance department. Ms. Perry’s first day of work at the Town was July 13, 2015.

15. In connection with her application for the accounts payable clerk position, Ms. Perry was required to obtain a BCI check and provide the results to the Town. The BCI check results were placed in her personnel file with the Town.

16. Throughout her tenure in the finance department, Ms. Perry received positive job performance reviews and commendations for her work.

May 2017

17. After nearly two years on the job, in May 2017, Ms. Perry applied for a posted clerk position in the Town’s fire department. The posting stated that the position would be filled on or before July 1, 2017. Ms. Perry met all the qualifications for the position.

18. The fire department position would have provided Ms. Perry with better benefits than the benefits she received in the finance department.

June 2017

19. On June 12, 2017, not long after Ms. Perry submitted her application for the clerk position at the Town fire department, Ms. Perry's husband, Lt. Perry, attended a meeting at the Town Hall with Cienki, Todd, and others.

20. At the meeting, Cienki expressed displeasure about certain Town firefighters. Cienki declared that she would "cut off [Lt. Perry's] balls and feed them to his god damn dog" if Lt. Perry did not "handle" the firefighters. She issued the same threat about another firefighter, David J. Gorman, additionally stating that Gorman was a "sociopath."

July 2017

21. The fire department clerk position was not filled by July 1, 2017 as required.

22. Seeking to turn Town residents against the firefighters, upon information and belief certain Town Council members, on July 10, 2017, posted firefighter salary information on cars throughout the Town and on windows at the Town Hall including at the finance department.

23. On or about July 5, 2017, Dykeman started as the new director of the Town finance department and as Ms. Perry's supervisor. On the day she assumed this position, without prior notice, Dykeman required Ms. Perry to explain, among other things, why Ms. Perry was qualified for her job.

24. On or about July 11, 2017, Dykeman confronted Ms. Perry about Ms. Perry's union membership and her position as secretary on the executive board of the National Education Association of Rhode Island ("NEARI"). The NEARI union represents municipal employees.

25. Dykeman also questioned Ms. Perry about other Town employees who were NEARI members.

26. Ms. Perry's interrogations by Dykeman, combined with Cienki's threats to her husband, Lt. Perry, and the actions by Town officials against her husband and other firefighters, caused Ms. Perry to experience substantial stress and anxiety.

27. On July 17, 2017, Ms. Perry informed her colleagues that she had a doctor's appointment and would be out of work for the day.

28. On or about July 18, 2017, Ms. Perry presented her supervisor, Dykeman, with a doctor's note holding her out of work until August 26, 2017. On the same day, Ms. Perry requested, through Antunes, an application for benefits and unpaid medical leave.

29. On or about July 21, 2017, Ms. Perry also applied for Rhode Island temporary disability insurance ("TDI").

30. Ms. Perry's medical leave was approved by the Town through COBRA Administration & Health Services, Inc. for the period July 17, 2017 through August 26, 2017, which leave was later extended through October 15, 2017.

31. The State approved Ms. Perry's request for TDI and she began receiving benefits effective July 17, 2017.

32. On July 19, 2017, Ms. Perry's husband filed a formal complaint with the Town, citing Cienki's verbal threats and sexual harassment of him and others at the June 12, 2017 meeting at Town Hall.

33. Approximately two days after Lt. Perry filed his complaint, the Town hired someone other than Ms. Perry for the clerk position at the Town fire department. The person who was hired had less seniority than Ms. Perry; was not a current Town employee; and had not even applied for the job.

34. Although hired for the fire department, the person who was hired was directed to sit at Ms. Perry's desk in the finance department.

August 2017

35. After being passed over for the fire department clerk position, on August 9, 2017, Ms. Perry submitted an employment discrimination claim to the Rhode Island Commission for Human Rights. She named the Town, Corrigan, and Cienki as respondents. In her claim, Perry asserted that that Town's refusal to hire her for the fire department position constituted unlawful retaliation.

36. Two days after Ms. Perry filed her discrimination claim, on August 11, 2017, Dykeman conducted an informal audit of the finance department, where Ms. Perry still worked. Dykeman concluded that the staff of the finance department should be reduced by one clerk.

37. NEARI representatives learned of the audit and met with Corrigan, Dykeman, Antunes, and the Town Solicitor on or about August 11, 2017 to object to the impending layoff.

38. During the meeting, the Town inexplicably invited the NEARI representatives to select the clerk to be laid off from the finance department. Alluding to Ms. Perry, who was out on medical leave, the Town's Solicitor told the NEARI representatives on August 10, 2017 that the Town was not concerned about any legal violations that would occur because of the layoff.

39. On August 19, 2017, Corrigan dismissed James Perry, Ms. Perry's brother-in-law, from his position as a Town firefighter.

40. On August 21, 2017, Corrigan responded to the formal complaint against Cienki submitted by Lt. Perry, Ms. Perry's husband. In her response, Corrigan confirmed that the allegations in Lt. Perry's complaint were true. Despite that, Corrigan announced that the Town would not discipline Cienki for her actions.

41. By letter dated August 21, 2017, Corrigan laid off Ms. Perry, effective September 5, 2017. At the time Corrigan took this action, Ms. Perry was still on medical leave.

42. Upon learning that she had lost her job, on August 23, 2017, Ms. Perry went with her husband to the Town finance department to retrieve the personal items from her desk and attend a meeting with NEARI representatives.

43. Ms. Perry and her husband arrived at Town Hall at approximately 12:10 pm. She spoke with other employees in the finance department for a few minutes. Then she gathered her personal belongings, left the finance department and walked into the hallway.

44. While in the hallway, Dykeman confronted Ms. Perry and demanded to see what she had taken from her desk. Ms. Perry responded they were her personal things. Dykeman began yelling that Ms. Perry must report to the Town Manager to display what she had taken from her desk. Shaken, Ms. Perry left Town Hall with her husband and did not attend the NEARI meeting.

45. Shortly after leaving Town Hall, the Town police called Lt. Perry and asked for both Ms. Perry and Lt. Perry to give a statement regarding what had just occurred at Town Hall. Ms. Perry and her husband went to the Town police station and gave their statements.

46. At about 1:15 p.m. on August 23, 2017, Dykeman obtained from the police a no-trespass order on Ms. Perry that applied to “125 Main St. East Greenwich – Finance Office.” Ms. Perry was still at the police station after giving her statement when a request to expand this no-trespass order was called in. The caller, who on information and belief was Dykeman, requested that the scope of the no-trespass order be expanded to include to “all Town offices.” The officer complied by handwriting in that change on the no-trespass order.

47. At about 4:28 p.m. on August 23, 2017, Antunes sent a memorandum by email to a distribution list that included “All-Fire,” “All-Police,” “All-Town,” and the Town Council.

The memorandum, addressed to “All Town Employees,” announced that “a restraining order has been issued to former Town employee Laurie Perry . . . from any Town building or facility[.] Given this situation, you are directed not to allow Ms. Perry onto . . . Town Property If you see [] Ms. Perry in or upon Town buildings [etc] please notify the Police.”

48. Contrary to the statement in Antunes’s memorandum, no “restraining order” had ever been issued against Ms. Perry. Contrary to what was stated Antunes’s memorandum, Ms. Perry was not a “former” employee, because her firing had not yet become effective.

49. On August 23, 2017, Corrigan emailed then-Fire Chief Russ MacGillivray with a memorandum that in pertinent part, falsely states: “as a result of an incident that occurred today a Town Hall. A restraining order has been issued to former Town employee Laurie Perry, retraining her from coming to, or entering upon any Town building or facility.” Corrigan’s memorandum goes on to state, incorrectly, that “Lt. Perry directed his wife to not answer or comply with Director Dykeman’s requests.” In her email, Corrigan directed Chief MacGillivray to instruct Lt. Perry that “he is not to come into Town Hall during normal business hours unless it is directly related to his duties and responsibilities as a fire fighter.” By email, MacGillivray forwarded Corrigan’s memorandum and directive to Lt. Perry.

50. The next day, August 24, 2017, Corrigan obtained from the police a modified no trespass order on Ms. Perry. It barred her from entering “all town private offices . . . unless [she] has an appointment.”

51. At about 1:25 p.m. on August 24, 2017, Antunes sent another email to “All-Fire,” “All-Police,” “All-Town,” and the Town Council. She attached a “supplemental memorandum” that failed to acknowledge the false information contained in her earlier memorandum, and which stated in pertinent part: “a revised no-trespass order has been issued to former Town

employee Laurie Perry, restraining her from coming to, or entering any private office in any Town building or facility without an appointment.”

52. Once again, contrary to Antunes’ memorandum, no order had issued “restraining” Ms. Perry from entering any Town office or building.

53. On August 31, 2017, Ms. Perry’s NEARI representatives filed a grievance against the Town on her behalf, for disciplining her without cause by obtaining two no-trespass orders. At about the same time, NEARI representatives met with Corrigan, Cienki, and the Town Solicitor regarding Ms. Perry’s upcoming dismissal from the finance department.

54. At this meeting, Corrigan told the group that she had just become aware that Ms. Perry had a “criminal conviction.” And although there was an open position in the Town parks and recreation department, for which Ms. Perry was qualified, Corrigan stated that she would not want to “ruin Ms. Perry’s career” by having to publicize Ms. Perry’s “criminal conviction” in the event Ms. Perry was required to be placed in that open position.

55. Shortly after the meeting, Todd told a news outlet, falsely, that Ms. Perry had stolen property belonging to Town employees and that she had a criminal record that included a firearms charge. Todd complained to this news outlet that it had not published a negative story about Ms. Perry and urged it to do so.

56. During this time period Todd made false statements to others about Ms. Perry, including to another news outlet.

September 2017

57. Ms. Perry’s layoff became effective on September 5, 2017.

58. On September 7, 2017, NEARI filed a second grievance against the Town on Ms. Perry’s behalf, this time complaining that she had been laid off in violation of the municipal employee’s collective bargaining agreement.

59. Corrigan denied both of Ms. Perry's grievances.

60. Pursuant to R.I. Gen. Laws § 45-15-5, by letter dated September 27, 2017, Ms. Perry wrote to the Town Council. In the letter, Ms. Perry reported the retaliatory, defamatory, and harassing illegal acts by Antunes, Cienki, Corrigan, Dykeman, and Todd, and stated that she reserved her right to file an appropriate legal action unless she received monetary compensation and other relief from the Town within 40 days. The Town did not respond to this letter.

October 2017

61. After Ms. Perry's layoff took effect, she was entitled, under her collective bargaining agreement, to a six-month period of automatic recall if a position with the Town, for which she was qualified, became available.

62. On information and belief, at a department heads meeting in or about early October 2017 Corrigan stated that she would never allow the Town to recall Ms. Perry for any position because "she's a criminal and a child abuser."

November 2017

63. On November 8, 2017, this Court issued a decision reinstating Ms. Perry's brother-in-law, James Perry, to his position on the Town fire department because the Town had "no valid basis to terminate [him]." (See East Greenwich Firefighters Association v. Corrigan, et al., KC-2017-0898, dated Nov. 8, 2017). In the same decision, this Court ruled that Corrigan's appointment as Town Manager violated the Open Meetings Act and was "null and void." Id.

64. Because Corrigan's appointment as Town Manager was null and void, all acts taken by Corrigan regarding Ms. Perry were and are null and void.

65. On November 20, 2017, the Town Council purported to retroactively affirm certain actions taken by Corrigan as Town Manager prior to November 8, 2017. The Town

Council did not purport to affirm any of Corrigan's actions with respect to Ms. Perry, including Corrigan's dismissal of Ms. Perry on September 5, 2017.

66. In a memorandum to the Town Council dated November 21, 2017, Corrigan purported to retroactively "reaffirm" certain actions she had taken after being appointed Town Manager. The actions Corrigan purported to retroactively reaffirm included all disciplinary actions she had taken against Ms. Perry, as well as the firing of Ms. Perry effective September 5, 2017.

Count I
Defamation

67. Ms. Perry incorporates by reference the allegations in Paragraphs 1 through 66 above.

68. Antunes's announcement to Town employees that a "restraining order" had been issued against Perry was false.

69. Antunes's announcement to Town employees that Ms. Perry had been "restrain[ed]" from entering any Town Buildings was false.

70. Corrigan's email and memorandum to Fire Chief MacGillivray that Ms. Perry had been "restrain[ed]" from entering any Town Buildings was false.

71. Todd's statements to a news outlet and others that Ms. Perry had stolen property belonging to Town employees, and that Ms. Perry had a criminal record that included a firearms charge, were false.

72. Corrigan's statement to the Town department heads that Ms. Perry was a "child abuser" was false.

73. Antunes, Corrigan, and Todd acted negligently in making false statements about Ms. Perry.

74. The false statements made by Antunes, Corrigan, and Todd constitute defamation. Those false statements have damaged Ms. Perry's reputation; subjected her to distrust, ridicule, contempt and disgrace; negatively affected her character; and caused her to suffer mental distress.

75. As a proximate result of the defamatory statements made by Antunes, Corrigan and Todd, Ms. Perry has been damaged in an amount to be determined at trial.

Count II
False Light - R.I. Gen. Laws § 9-1-28.1(a)(4)

76. Ms. Perry incorporates by reference the allegations in Paragraphs 1 through 75 above.

77. Antunes's statements about the issuance of a "restraining order" against Ms. Perry constituted the publication of a false or fictitious fact which implies an association and/or condition which does not exist.

78. Corrigan's email and memorandum to Fire Chief MacGillivray that Ms. Perry had been "restrain[ed]" from entering any Town Buildings constituted the publication of a false or fictitious fact which implies an association and/or condition which does not exist.

79. Todd's statements that Ms. Perry stole items belonging to Town employees and had a criminal conviction involving a firearms charge constituted the publication of a false or fictitious fact which implies an association and/or condition which does not exist.

80. Corrigan's statements to the Town department heads that Ms. Perry was a "child abuser" constituted the publication of a false or fictitious fact which implies an association and/or condition which does not exist.

81. The association and/or condition implied by Antunes, Corrigan, and Todd through their false statements would be objectionable to the ordinary reasonable person under the circumstances.

82. As a result of the false statements made by Antunes, Corrigan, and Todd, Ms. Perry was placed in a false light before the public. Antunes, Corrigan, and Todd thereby violated R.I. Gen. Laws § 9-1-28.1.

83. As a result of Antunes's, Corrigan's, and Todd's, violation of R.I. Gen. Laws § 9-1-28.1, Ms. Perry has been damaged in an amount to be determined at trial.

Count III
Intentional Infliction of Emotional Distress

84. Ms. Perry incorporates by reference the allegations in Paragraphs 1 through 83 above.

85. Antunes, Dykeman and Corrigan obtained and disseminated no trespass orders against Ms. Perry in order to embarrass her and subject her unwarranted and baseless public scrutiny. Dykeman's and Corrigan's conduct was extreme, outrageous, intolerable, and beyond the bounds of decency.

86. The conduct of Antunes, Todd, and Corrigan in widely disclosing untruths about Ms. Perry, as recounted above, was extreme, outrageous, intolerable, and beyond the bounds of decency.

87. Antunes, Corrigan, Dykeman, and Todd intentionally or recklessly inflicted significant emotional distress on Ms. Perry. As a proximate result of their actions, Ms. Perry has been damaged in an amount to be determined at trial.

Count IV
Rhode Island Civil Rights Act of 1990
R.I. Gen. Laws § 42-112-1

88. Ms. Perry incorporates by reference the allegations set forth in Paragraphs 1 through 87 above.

89. The Town, through its agents Dykeman and Corrigan, violated R.I. Gen. Laws § 42-112-1 by discriminating and retaliating against Ms. Perry because i) she engaged in protected conduct, and ii) her husband engaged in protected conduct. As a proximate result of this discrimination and retaliation, Ms. Perry has been damaged in an amount to be determined at trial.

Count V
Rhode Island Parental And Family Medical Leave Act
R.I. Gen. Laws § 28-48-1 et seq.

90. Ms. Perry incorporates by reference the allegations in Paragraphs 1 through 89 above.

91. The Town, through its agents Dykeman and Corrigan, violated the Rhode Island Parental And Family Medical Leave Act, R.I. Gen. Laws § 28-48-1 et seq. (“RIPFMLA”), when it interfered with her rights under the RIPFMLA and retaliated against her for taking leave protected by the RIPFMLA.

92. As a proximate result of the foregoing actions, Ms. Perry has been damaged in an amount to be determined at trial.

Count VI
R.I. Declaratory Judgments Act
R.I. Gen. Laws § 9-30-1 et seq.

93. Ms. Perry incorporates by reference the allegations in Paragraphs 1 through 92 above.

94. Corrigan had no authority in August 2017 to dismiss Ms. Perry as a Town employee because, as this Court has determined, the Town’s appointment of Corrigan as Town Manager was null and void. Corrigan’s purported dismissal of Ms. Perry in August 2017 was therefore null and void.

95. Corrigan's attempt in November 2017 to "retroactively reaffirm" her void dismissal of Ms. Perry in August 2017 was itself invalid; does not comport with Rhode Island law; and contravenes this Court's decision in East Greenwich Firefighters Association, Local 3328 v. Corrigan.

96. Accordingly, Ms. Perry is entitled to a declaration that her dismissal as a Town employee was void and unlawful.

WHEREFORE, Ms. Perry requests that this Court enter the following relief:

A. Judgment for Ms. Perry against all Defendants and each of them, in amounts to be determined at trial;

B. Reinstatement or, in the alternative, front pay; back pay; compensatory damages; and punitive damages;

C. A declaration that Ms. Perry's dismissal as a Town employee, and Corrigan's attempt to "retroactively reaffirm" that dismissal, was void and unlawful;

D. An award of litigation costs and reasonable attorneys' fees, and

E. Such further relief as this Court deems appropriate.

PLAINTIFF DEMANDS TRIAL BY JURY.

LAURIE M. PERRY

By her Attorneys,

/s/ Mark A. Pogue

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