

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Providence, SC Superior Court

ROBERT CEPRANO

Plaintiff

vs.

C.A. NO.

DAVID CICILLINE, *in his individual capacity
and official capacity as Mayor, City of Providence*
JOHN CICILLINE,
CHRISTOPHER BIZZACCO, *in his individual
capacity and official capacity as Chief of Staff,
City of Providence,*
BRUCE MILLER, *in his individual capacity and
official capacity as Finance Director, City of
Providence,*
RITA MURPHY, *in her individual capacity and
official capacity as Director of Neighborhood
Services, Deputy Chief of Staff, City of Providence,*
JOHN SIMMONS, *in his individual capacity
and official capacity as Director of Administration,
Acting Finance Director, City of Providence*
TREASURER, CITY OF PROVIDENCE

Defendants

COMPLAINT

Parties

1. Plaintiff Robert Ceprano is a natural person residing at 29 Sherwood Street, Hope RI 02831.
2. Defendant Treasurer, City of Providence is a municipality incorporated under the laws of the State of Rhode Island with agent of service identified as

Stephen Napolitano, Treasurer of the City of Providence. The Treasurer, City of Providence, is the appropriate Defendant in this action against the City of Providence, a municipal corporation, pursuant to R.I.G.L. § 45-15-5.

3. Defendant David Cicilline is a natural person residing at 702 Elmgrove Avenue, Providence, RI 02906.
4. Defendant John Simmons is a natural person residing at 163 Governor Street, Providence, RI 02906
5. Defendant Bruce Miller is a natural person residing at 29 Jastram Street, Providence, RI 02908.
6. Defendant Rita Murphy is a natural person residing at 71 Crocus Drive, Cranston, RI 02920.
7. Defendant Chris Bizzaco is a natural person residing at 457 Mount Auburn Street Apartment 4, Cambridge, MA 02138.
8. Defendant John Cicilline is a natural person incarcerated at Fort Devens Correctional Facility, Ayers, MA.

Jurisdiction

9. This honorable court has jurisdiction over this matter pursuant to R.I.G.L. § 8-2-14.
10. The City of Providence was presented a demand pursuant to R.I.G.L. 45-15-5 on February 27, 2009.
11. Forty (40) days have elapsed since demand was made up the City of Providence.
12. Satisfaction has not been made by the City of Providence.

Background

13. Plaintiff Robert Ceprano was hired as the Assistant City Tax Collector for the City of Providence on or about September 2000.
14. Plaintiff Robert Ceprano assumed the role of City Tax Collector on or about March 2001.
15. Plaintiff Robert Ceprano's duties included collecting certified tax levies, receiving and reporting revenue, maintaining controls on fees and revenues, preparing budgets, and supervising staff. [Attachment A]

16. Prior to his service as City Tax Collector, Plaintiff Robert Ceprano had been a special agent for the Criminal Investigation Division of the Internal Revenue Service in Providence from 1972 to 1998, a senior fraud investigator for Citizens Bank, Quincy, Mass., senior investigator for the Rhode Island Ethics Commission, served on active duty with the United States Army from 1968-1971 and with the Reserve and National Guard from 1971 to 1996. He retired with the rank of lieutenant colonel, and holds a bachelor's degree in finance and insurance from the University of Rhode Island. Robert Ceprano studied accounting at Johnson & Wales University.

17. Attorney Scott Hammer is an attorney retained by the City of Providence to collect overdue motor vehicle and tangible taxes at all times relevant hereto from 2006 until the completion of his activities on behalf of the City on or about December, 2008.

18. Plaintiff Robert Ceprano was not the City's hiring agent for Attorney Scott Hammer.

Garcia Enterprises

19. On information and belief Garcia Enterprises (Providence tax number 99155320) is or was an incorporated entity located at 559 Cranston Street, Providence, RI at certain times relevant hereto.

20. On information and belief, Garcia Enterprises failed to remit the full amount of property taxes due to the City of Providence from December 31, 1995 to January 2001 for the 559 Cranston Street property. Garcia Enterprises made intermittent payments to the City between October, 2001 and August 3, 2004.

21. On or about June 2004, Attorney Scott Hammer on behalf of the City of Providence commenced legal action against Garcia Enterprises. A complaint was filed in Rhode Island Superior Court on June 22, 2004 for past due taxes and interest in the amount of \$90,937. The complaint did not reflect a subsequent payment of a \$25,000 toward the tax bill made on or about August 3, 2004 made by Garcia Enterprises.

22. On information and belief, on or about August 2004 Garcia Enterprise owner Nelson Garcia contacted Andrew Andujar, an aide to the Mayor of the City of Providence, about Garcia Enterprise's tax debt. Andujar advised Nelson Garcia to speak with the Plaintiff Robert Ceprano in his capacity as City Tax Collector to discuss payment plans.

23. On information and belief, the day after the Andjuar Garcia discussion, Andrew Andujar discussed Garcia Enterprises' overdue taxes with Pleshette Mitchell from the Office of Neighborhood Services for the City of Providence. Following the meeting with Pleshette Mitchell, Andujar met with Plaintiff Robert Ceprano about Garcia Enterprises' overdue taxes.
24. The tax bill presented to Garcia Enterprises Inc. at end of the 2005 fiscal year was \$102,509.84.
25. A motion for summary judgment was granted to the City of Providence by Superior Court on or about August 30, 2005 and the Court entered a judgment against Garcia Enterprises for the full amount of taxes due.
26. On or about November 23, 2005, execution was issued on the judgment against Garcia Enterprises.
27. On information and belief a lien against the property located at 559 Cranston Street Providence was properly filed on behalf of the City of Providence by Attorney Scott Hammer to secure the judgment and was recorded in the Providence Recorder of Deeds office on or about January 10, 2006.
28. On or about April 25, 2006, a payment plan was proposed by the Tax Collector's Office to Garcia Enterprises wherein an initial payment of \$35,000

and \$2,000 monthly thereafter was to be made against prior tax with the 2006 bill to be paid quarterly.

29. At all times relevant hereto, the discretion to reduce or waive interest and penalties and make repayment arrangements resided with Plaintiff Robert Ceprano subject to approval by his supervisors and limitations set forth by departmental policies and procedures on penalty reductions.

30. On or about March 21, 2005, Defendant David Cicilline stated to the Providence Journal that "it is longstanding policy to forgive an interest penalty when requested by a taxpayer if the taxpayer has missed a quarterly tax payment for the first time."

31. On or about March 21, 2005, Defendant David Cicilline, personally or through his agents or employees, informed the Providence Journal that "the City Finance Director and Collector will establish a policy restricting the sums the collector may waive without approval from the director. And the director will periodically check to see how much is being waived."

32. The Finance Directors for the City of Providence, Alex Prignano, and Bruce Miller, and Acting Finance Director John Simmons regularly met with Plaintiff Robert Ceprano to review collection proceedings and repayment plans.

33. The April 25, 2006 repayment plan agreed upon between Garcia Enterprises and Plaintiff Robert Ceprano was consistent with previous repayment agreements and complied with the Mayor's 2005 directives on waivers and forgiveness.
34. Guidelines for repayment agreements agreed to by the City of Providence through its City Tax Collector generally included payment of the principal amount due plus interest of approximately 25% at all times relevant hereto.
35. On or about April 2006, Plaintiff Robert Ceprano was contacted by Attorney John Cicilline on behalf of Garcia Enterprises regarding the tax matter to discuss lifting the lien on the Cranston Street property.
36. Defendant John Cicilline is the brother of Defendant David Cicilline, the Mayor of Providence.
37. On or about April 27, 2006, Plaintiff Robert Ceprano forwarded an email to Attorney Hammer indicating his willingness to settle the Garcia Enterprises' account for \$80,000, instructing Scott Hammer to contact Defendant John Cicilline for settlement of the account.

38. Plaintiff Robert Ceprano informed Alex Prignano, his immediate supervisor, of the April 25, 2006 repayment agreement on or about the week of April 25, 2006.

39. On or about April 2006 Defendant John Cicilline asked Plaintiff Robert Ceprano to remove the lien securing 559 Cranston Street, Providence. Cicilline stated that the property was being refinanced and that the lien was causing difficulty with the refinancing.

40. On information and belief, Defendant John Cicilline further stated to Attorney Scott Hammer that the purpose of the refinance was to pay off the outstanding tax bill.

41. On information and belief a purported 'mortgage approval' letter, addressed to "Felix Garcia c/o Bouchard Hardware", in the amount of \$40,000 letter was sent to Attorney Scott Hammer by Defendant John Cicilline.

42. On or about April 2006, Defendant John Cicilline went to Plaintiff Robert Ceprano's office to discuss the Garcia matter.

43. Cicilline proposed that he present a \$75,000 check drawn on his law firm's account to secure release of the lien on 559 Cranston Street, Providence.

44. Cicilline proposed to Ceprano that Ceprano hold the check without cashing it as collateral for the lien release.
45. Plaintiff Robert Ceprano called Attorney Scott Hammer while Defendant John Cicilline was in his office and on speakerphone asked about the legality of the proposal.
46. Attorney Hammer stated "John, why do you want to risk \$75,000 of your own money for what is essentially a thousand dollar fee?"
47. Attorney Hammer stated to Plaintiff Robert Ceprano that although unusual, the arrangement would be okay because John Cicilline is an attorney in good standing, the mayor's brother, and there would be very little risk.
48. Maria Mansolillo, an assistant tax collector in the Tax Collector's Office, was present in Robert Ceprano's office during the conversation.
49. The speakerphone telephonic conversation was overheard by Marie Mansolillo.
50. Plaintiff Robert Ceprano relied on Attorney Scott Hammer's legal opinion and accepted Cicilline's proposal upon Scott Hammer's approval.

51. Plaintiff Robert Ceprano believed in good faith that if the agreement were defaulted, the check could be deposited.

52. Plaintiff Robert Ceprano presented the proposal to hold the \$75,000 as collateral to his immediate supervisor, Alex Prignano, who approved the arrangement.

53. On or about May 5, 2006, Plaintiff Robert Ceprano emailed Attorney Hammer instructing him to settle the Garcia Enterprises account for \$80,000. The email copied Alex Prignano and Maria Mansolillo, assistant tax collector, with instructions to contact John Cicilline, the attorney for Garcia Enterprises.

54. On or about May 5, 2006 Plaintiff Robert Ceprano sent a further correspondence to Attorney Scott Hammer with authorization to settle the Garcia Enterprises account for \$75,000.

55. On or about May 9, 2006, a check dated May 9, 2006 and containing a notation in the memo line "Settlement 1998-2005 #99155320" was sent to Plaintiff Robert Ceprano from Defendant John Cicilline drawn on Cicilline's law office account. Plaintiff Robert Ceprano forwarded the \$75,000 check to Attorney Scott Hammer.

56. On information and belief Attorney Hammer filed a Discharge of Lien on 559 Cranston Street, Providence, with the Providence Recorder of Deeds on May 9, 2006 at approximately on 1:40 pm.
57. At no time relevant hereto, did Plaintiff Robert Ceprano's authority extend to placing or removing liens for delinquent taxes on behalf of the City of Providence.
58. At all times relevant hereto, the authority for placing or removing liens for delinquent property taxes resided in the City's Collection Attorney, Scott Hammer.
59. Plaintiff Robert Ceprano believed that Attorney Hammer was responsible for holding the check until the contemplated refinancing of 559 Cranston Street, Providence, had been completed.
60. Attorney Scott Hammer relayed to Plaintiff Robert Ceprano that he was having difficulty reaching John Cicilline on or about June 2006.
61. On or about June 2006 Plaintiff Robert Ceprano brought the difficulties in collecting on the Garcia Enterprises tax bill to the attention of his immediate supervisor, Alex Prignano.

62. On information and belief, on or about June 27, 2006 Attorney Hammer forwarded the \$75,000 check to Defendant Alex Prignano.
63. On or about July 2006, Plaintiff Robert Ceprano, Defendant Rita Murphy, and Alex Prignano met with Defendant Christopher Bizzacco, Mayor Cicilline's Chief of Staff, regarding the Cicilline check and the difficulties collecting on the Garcia Enterprises Account. Defendant Rita Murphy, the City's Director of the Office of Neighborhood Services and Deputy Chief of Staff, was instructed to address the matter.
64. Defendant Rita Murphy assisted Plaintiff Robert Ceprano in trying to reach Defendant Cicilline about the check on or about August 2006.
65. Plaintiff Robert Ceprano suggested depositing the \$75,000 check on or about August 2006 in a meeting with Murphy and Alex Prignano. Murphy responded by stating "don't you dare!".
66. On information and belief, the \$75,000 check was forwarded again to Attorney Hammer on or about August, 2006.
67. Attorney Hammer sent Plaintiff Robert Ceprano an email referencing "Garcia 99155320" stating in part "I am going to be depositing the check from John Cicilline, on Friday Aug 18th, 2006 unless otherwise instructed."

68. On or about August 18, 2006, Defendant John Cicilline sent Defendant Rita Murphy a fax advising her that Garcia was in the process of refinancing the property. The correspondence included a purported pre-approval letter from Bayview Financial.
69. At all times relevant hereto Defendant Rita Murphy's office fax number was 401-455-8823.
70. The Bayview Financial pre-approval letter had been in Defendant Rita Murphy's possession since June, 2006.
71. On information and belief sometime between on or about August 18-21, 2006, Defendant Rita Murphy ordered Scott Hammer to abstain from depositing the check.
72. On or about August 21, 2006, Attorney Hammer forwarded an email to Plaintiff Robert Ceprano referencing "Garcia/Cicilline" and stated: "Pursuant to recent telephone messages and our phone conversation today, I am holding the Garcia/Cicilline check, indefinitely (sic), until further notice. As I have advised over the course of this matter, every day that goes by potentially weakens the City's position in a number of respects."

73. Plaintiff Robert Ceprano asked Defendants Chris Bizzaco and Rita Murphy if he could cash the check on three different occasions on or about August through October 2006 and was ordered on each occasion to abstain from cashing the check
74. At no time prior to September 1, 2006 was Plaintiff Robert Ceprano aware that there were insufficient funds in Defendant John Cicilline's law firm account to cover the \$75,000 check.
75. On or about September 2006 Alex Prignano, who was preparing to retire as Finance Director, met with his immediate supervisor Defendant John Simmons, Director of Administration, and informed him of the Garcia Enterprises matter.
76. Also present at the September 2006 meeting were Robert Ceprano and Matt Clarkin, Acting Deputy Finance Director.
77. Plaintiff Robert Ceprano raised the issue at the meeting that the \$75,000 would soon be "stale-dated".
78. Departing Finance Director Alex Prignano recommended John Simmons "resolve" the Garcia matter.

79. On or about October, 2006, John Simmons became the Acting Director of Finance for the City of Providence due to Alex Prignano's retirement.
80. On or about October 13, 2006, Alex Prignano retired as the City's Finance Director.
81. On information and belief, Defendants Chris Bizzacco and John Simmons informed Mayor David Cicilline of the Garcia matter on or about October 2006.
82. On information and belief at that meeting Mayor David Cicilline ordered Bizzacco and Simmons to "see what you can do to resolve it."
83. In refusing to honor the \$75,000 check and making material misrepresentations to City officials, Defendant John Cicilline attempted to defraud the City of Providence.
84. Mayor David Cicilline willfully conspired with Defendants John Cicilline, Bizzacco, Simmons, Murphy and other unknown persons to conceal John Cicilline's illegal activities.
85. On or about October 31, 2006, Plaintiff Robert Ceprano forwarded an email to Scott Hammer relaying a proposal from John Cicilline that he would provide a replacement check for the check dated May 9, 2006 to be held by

Attorney Scott Hammer. Scott Hammer proposed and drafted an agreement to that effect.

86. Defendant John Cicilline issued a replacement check on or about November 2, 2006. The replacement check and an agreement was sent to Plaintiff Robert Ceprano.

87. Under the terms of the revised agreement with the City of Providence, Cicilline's replacement check was to be held by Hammer's firm for a period of "no more than sixty (60) days, and thereafter, [the] Check [was to] be deposited into Blasbalg & Hammer's Client Account without further reference." A lien in the amount of \$111,805.42 would be placed on 559 Cranston Street, Providence. The agreement stipulated that as of November 1, 2006 Garcia Enterprises owed \$106,540.22 in overdue tangible taxes to the City of Providence for years 1998-2005. The agreement further stated that once the newly issued replacement check cleared the bank, Hammer's law firm would issue a Satisfaction of Judgment relative to the previously filed lawsuit.

88. On or about November 17, 2006 the revised agreement had not been signed by John Cicilline.

89. On or about November 17, 2006, Plaintiff Robert Ceprano raised this issue with Defendant John Simmons in a meeting between the two. Plaintiff Robert

Ceprano stated "have the Mayor pay the lien. I don't care who pays, we just need to have this account settled."

90. On information and belief, on or about November 22, 2006 Scott Hammer wrote to Defendant John Cicilline. The letter included another copy of the lien and agreement with. The letter stated that Hammer would deposit Cicilline's check on December 1, 2006 and take "whatever action is necessary beyond that to effectuate payment."

91. On or about November 2006 Scott Hammer expressed doubt to Plaintiff Robert Ceprano about the effectiveness of refileing the Garcia lien, stating that it would not have its original priority position as a security instrument. Plaintiff Robert Ceprano relayed this statement to Defendant John Simmons.

92. On or about November 2006, Plaintiff Robert Ceprano was informed by Attorney Scott Hammer that there were insufficient funds in Defendant John Cicilline's account to cover the \$75,000 check.

93. Scott Hammer advised Plaintiff Robert Ceprano that he was frustrated and did not want to spend more time on the Garcia Enterprises without being compensated.

94. Scott Hammer was under contract with the city and was paid on a commission on funds actually collected.
95. On or about November 2006 Defendant Rita Murphy was informed that there were insufficient funds by Plaintiff Robert Ceprano. Murphy criticized Plaintiff Robert Ceprano for allowing check to be presented for payment.
96. On or about November 2006 Plaintiff Robert Ceprano informed Defendant John Simmons of Scott Hammer's decision not to pursue the Garcia lien. Simmons proposed that Plaintiff Robert Ceprano "cut a check for \$15,000" to pay Scott Hammer. Plaintiff Robert Ceprano replied "absolutely not". Plaintiff Robert Ceprano stated that he did not have the authority to pay Scott Hammer for work which had not been completed and that it was "wrong" to compensate Hammer for work that had not been completed.
97. Plaintiff Robert Ceprano was unsure of whom to approach about the tax lien and what actions to take. Plaintiff Robert Ceprano felt that "he wasn't in control of the situation, and that John Simmons and Rita Murphy had assumed control" since the July 2006 meeting with his supervisors.
98. Scott Hammer terminated his representation of the City of Providence on or about December 2006.

99. On information or belief, on or about November 2006, Chris Bizzacco told John Cicilline that the Garcia matter had better get "cleared up" or "straightened out" by Thanksgiving because he [Bizzacco] was trying to keep the ongoing Garcia Enterprises from the Mayor.
100. On or about January 2007 Plaintiff Robert Ceprano asked Defendant John Simmons for instructions on how to handle the Cicilline check. Simmons replied "I believe the family has other issues to deal with now".
101. On or about January 2007, Plaintiff Robert Ceprano approached Andrew Andujar about the outstanding tax Garcia Enterprises tax lien, seeking collection on amounts due the City of Providence.
102. The Cicilline check and Garcia Enterprises matter was not addressed with Plaintiff Robert Ceprano by the Mayor, the Mayor's office, or Defendants Bizzacco, Murphy, or Miller again in 2008 until the Providence Journal published a story on the issue on or about September 18, 2008.
103. On information and belief, on or about July 2006 the Cranston Street property had been sold in a tax sale to Tabriz Realty for \$3,618.57 for real estate taxes owed. The tax sale terms allowed for the original owner to redeem the property via payment of back taxes owed within a year of the tax sale.

104. On information and belief, on or about February 27, 2007 Garcia Enterprises redeemed the property from Tabriz Realty for a payment of \$4,135.91 which included interest and recording fees.
105. At that time Robert Plaintiff Robert Ceprano was not aware of the sale or repurchase.
106. On information and belief, on or about May 9, 2007 Garcia Enterprises quitclaimed the 559 Cranston street property to Felix Garcia for no consideration.
107. On information and belief, on or about May 9, 2007, Felix Garcia successfully refinanced the property in the amount of \$484,250.
108. At that time Plaintiff Robert Ceprano was not aware of the May 2007 transfer or refinance.
109. On or about January 2007, Defendant David Cicilline met with Plaintiff Robert Ceprano. David Cicilline complimented Robert Ceprano on his accomplishments and requested that Ceprano serve during the Mayor's second term.
110. Plaintiff Robert Ceprano attempted to collect on the Cicilline check directly from John Cicilline in 2007. At the September 2007 trial of Shanaz Bina

v. City of Providence, Plaintiff Robert Ceprano approached Defendant John Cicilline and asked him about the outstanding tax bill stating "this is a time bomb". Cicilline responded that the matter "would be taken care of it".

111. On or about the Fall of 2007 Plaintiff Robert Ceprano, answered an incoming call from "Jack" Cicilline, father of Defendants David and John Cicilline, and reiterated that he "needed to speak with John Cicilline about an urgent matter and to please have John call him". Defendant John Cicilline thereupon telephoned Plaintiff Robert Ceprano demanding to know "why [he] had been talking to [Cicilline's] father about the check." Robert Ceprano responded that details had not been shared with Jack Cicilline, but that the check needed to be honored.

112. Plaintiff Robert Ceprano again spoke with Defendant John Cicilline at the funeral of "Muffy" Cascione on or about September 2007 concerning the check, whereupon Robert Ceprano advised Cicilline to honor the check.

113. Plaintiff Robert Ceprano and the staff of the Providence City Tax Collector's Office made repeated attempts to contact Defendant John Cicilline, leaving several voice messages on or about 2007 and 2008.

114. On or about January 5, 2007 Defendant John Cicilline was indicted by a federal grand jury on charges of conspiracy, making false statements and

obstruction of justice, relative to a scheme to obtain \$150,000 from his former clients.

115. On or about June 6, 2008, Defendant John Cicilline plead guilty to the criminal charges relating to the grand jury indictment and was sentenced to 18 months in prison.

Positano Realty

116. On or about July 25, 2008 Plaintiff Robert Ceprano was asked to remove a property from the Tax Sale list owned by Positano Realty at Platt 21, Lot 333 at 2 Lake Street, Providence by Defendant Bruce Miller.

117. Edward Marandola Jr., President of Positano Realty, had a history of allowing properties to go on the Tax Sale list for non-payment of taxes.

118. On or about July 25, 2008 Plaintiff Robert Ceprano stated through an email to Bruce Miller that the "Marandolas have a very poor track record with the Collector's Office...[and that] we must use extreme care to ensure that the City does not jeopardize its collection effort concerning this property."

119. On or about July 27, 2008 Tom Deller, City of Providence Director of Planning and Development, directed Plaintiff Robert Ceprano to remove the

property from the Tax Sale List stating that this request was with the approval of Mayor Cicilline.

120. On or about July 28, 2008 Defendant Bruce Miller sent an email to Plaintiff Robert Ceprano stating "I was surprised to see this email. In the future please make sure you discuss with me prior to making a unilateral decision" in response to Deller's email.
121. At no time did Plaintiff Robert Ceprano refuse to remove the 2 Lake Street property from the tax sale list.
122. Defendant Bruce Miller at all times during his tenure as Finance Director exercised direct control and supervision over Plaintiff Robert Ceprano.
123. On information and belief Defendant David Cicilline received \$1,150 in campaign contributions from Edward Marandola, Jr. between May 2003 and March 2007. Cicilline received \$6,025 in campaign contributions from Attorney Joshua Teverow between June 2002 and February 2008, attorney for Positano realty.

David Corsetti

124. On or about August 2008 Defendants Bruce Miller, Rita Murphy and Leo Perotta, Senior Advisor to the Mayor, entered Plaintiff Robert Ceprano's office

and instructed him to remove properties owned by David Corsetti and 300 Atwells Avenue LLC from the Tax Sale List.

125. On information and belief David Corsetti is the Owner of 300 Atwells Avenue LLC.
126. At the August 2008 meeting Defendants Bruce Miller and Rita Murphy ordered that David Corsetti to be given some consideration due to the fact he was a developer.
127. At the August 2008 Plaintiff Robert Ceprano demanded a purchase and sales agreement or certified funds as evidence of the Corsetti property sale.
128. On or about August 2008 Defendant Bruce Miller called Plaintiff Robert Ceprano a "hard ass" and indicated that he did not have a copy of the Corsetti purchase and sale agreement at that time.
129. It was the standard practice of the City Tax Collector in August 2008 to validate purchase and sales agreements by contacting the buyer. The City Tax Collector had established procedures for the removal of property from the tax sale list. The procedures were known to and approved by the Mayor's Office and Finance Department.

130. Plaintiff Robert Ceprano refused to remove the Corsetti property from the Tax Sale List following the August 2008 meeting and informed Defendant Bruce Miller that if Miller wanted the properties removed from the Tax Sale List it was Miller's decision.

131. Plaintiff Robert Ceprano refused to endorse the removal of the Corsetti property from the Tax Sale List and instructed the Tax Sale Specialist in the Collector's Office to mark these properties on the Tax Sale List with Defendant Bruce Miller's name.

132. On information and belief David Corsetti contributed \$5,000 to Defendant David Cicilline's campaign between July 2004 and April 2008. Defendant David Cicilline met with David Corsetti on numerous occasions in 2006, attending Corsetti's wedding in 2005.

Craig Baker

133. On or about 2007 Plaintiff Robert Ceprano was approached by Craig Baker regarding back taxes and interest from 2005 on property Baker owned at 93 Benefit Street, Providence, Plat 10 Lot 656.

134. At the time of the meeting between Plaintiff Robert Ceprano and Baker, Baker owed \$14,093.14 in back taxes and interest on the 93 Benefit Street property.
135. On or about 2007 Craig Baker stated to Plaintiff Robert Ceprano that he (Baker) wanted the interest abated since he had never received a tax bill. Plaintiff Robert Ceprano informed Baker that Baker should have been aware of the taxes in light of the time which had passed but nevertheless was responsible for payment of taxes despite never having received a tax bill pursuant to Rhode Island General Law § 44-7-7. Ceprano proposed a settlement for Craig Baker on the 93 Benefit Street Property which included payment of taxes and cutting the interest due from \$1,163.65 to \$517.18.
136. The Baker agreement complied with the Tax Collector's established policies and procedures, and these policies and procedures were known to and approved by the Mayor's Office and the Finance Department.
137. Defendant David Cicilline wrote to Defendant Rita Murphy in a March 9, 2007 "I also do not understand why he would have to pay interest for a bill he did not receive."
138. Defendant David Cicilline was a former attorney and state legislator before becoming the Providence Mayor.

139. Defendant David Cicilline knew or should have known that Rhode Island law does not provide for absence of notice to a taxpayer as an excuse for non-payment of taxes due.
140. Following the meeting with Baker, on or about March 2007 Defendant Rita Murphy informed Plaintiff Robert Ceprano that he had been "overruled" by the Mayor who wanted Ceprano to remove all interest penalty from the Baker account.
141. On or about March 9, 2007 Plaintiff Robert Ceprano complied with the Mayor's directive but noted in the account file "I and Pleshette M. met with Craig Baker in interest on his property. I informed him that I would mitigate the charges to 50% of the Feb. 2007 amount. He said that this was unacceptable and could I be overruled. I explained it would only be by the Finance Director. He paid the full amount due by check. About 2:00pm, Rita M. informed me that the Mayor wanted me to change the penalty to zero. I explained that this was not appropriate under the circumstances, and wanted to speak with the Mayor. Not possible. So I explained that any interest abatement would be done under his authority not mine. This was approved by the Mayor. The interest adjustment was made by me at the direction of the Mayor."

142. On information and belief Craig Baker contributed \$3,000 to David Cicilline's campaign between February 2005 and March 2007. Baker was appointed to the City's Board of Investment Commissioners in 2006 and reappointed in 2008.

Orms Real Estate

143. On or about 2008 John McKiver, a representative of Charles Orms Associates at 10 Orms Street Providence, Plat 3 Lot 506, approached Plaintiff Robert Ceprano about a 2007 tax delinquency Charles Orms Associates owed \$237,072.08 in property taxes and \$12,450 in interest penalties on or about 2008.

144. On information and belief Arthur Robbins manages Charles Orms Associates.

145. On information and belief on or about 2008 John McKiver asked Deputy Collector Marc Castaldi to abate all interest penalties. Marc Castaldi refused to abate all interest penalties and referred the matter to Plaintiff Robert Ceprano who offered that Charles Orms Associates pay the full amount of taxes due and make a one time interest penalty payment.

146. The McKiver agreement complied with the Tax Collector's established policies and procedures, and these policies and procedures were known to and approved by the Mayor's Office and the Finance Department.
147. On or about 2008 John McKiver asked Plaintiff Robert Ceprano if he could be 'overruled' regarding Ceprano's proposed repayment agreement. Ceprano responded 'no'.
148. On or about 2008 John McKiver informed Plaintiff Robert Ceprano that Arthur Robbins would contact the Mayor about the abatement.
149. On or about 2008 Defendant Bruce Miller entered Plaintiff Robert Ceprano's office and informed Ceprano that the Mayor wanted Ceprano to change the payment on the account.
150. On or about 2008 Plaintiff Robert Ceprano explained to Defendant Bruce Miller that in order for the interest penalty to be waived, a full tax amount needed to be paid. Miller told Plaintiff Robert Ceprano that this "was not how [he] want[ed] it done".
151. On or about 2008 Plaintiff Robert Ceprano made an electronic entry on the McKiver account which stated "This adjustment is being made per the direction of the Finance Director and the Mayor. John McIver had requested an interested

(sic) abatement from Marc Castaldi who refused him. McIver said A. Robbins was a friend of Mayor and would request a full abatement of interest and only pay qtr. Bruce Miller, in response to Mayor directed that I process payment without interest, abate interest charged and continue qtrly payments. This payment was processed under direction of Finance Director Bruce Miller not under authority of city Collector."

152. On or about 2008 it was the standard practice of the Collector's Office to offer some level of abatement on a delinquent account but only if the taxpayer had a clean payment record and agreed to pay the account in full at the time of the agreement to abate interest. This practice was consistently enforced by Plaintiff Robert Ceprano and was known to and approved by the Mayor's Office and Finance Department.

153. On or about May 12, 2002 Arthur Robbins stated to the Providence Journal "David Cicilline is a very dear and close friend."

Richard Bready

154. On or about May 31, 2005, Richard Bready, CEO of Nortek, approached Plaintiff Robert Ceprano regarding past due taxes on properties located at 24 Stimson Ave. and 145 Benefit Street which were facing a tax sale.

155. Richard Bready requested that Plaintiff Robert Ceprano accept a check to resolve the issue. The amount was for the taxes due, Richard Bready requested that the interest be waived.
156. Plaintiff Robert Ceprano rejected a complete waiver of the interest due as non-compliant with established policies and procedures.
157. On or about June 1, 2005, Richard Bready delivered a check in the amount of \$25,861.02 to Defendant David Cicilline. This amount reflected the principal only for the amount due exclusive of any interest. [Attachment B]
158. Defendant David Cicilline through his Chief of Staff Michael Mello ordered Plaintiff Robert Ceprano to remove 24 Stimson Ave. and 145 Benefit Street from the tax sale list.
159. Defendant David Cicilline through his Chief of Staff Michael Mello described Richard Bready as "a generous contributor to the city". [Attachment C]

Subsequent Developments

160. On or about August 2008, Plaintiff Robert Ceprano spoke with members of the Providence City Council about staffing levels in the Tax Collector's office.

He expressed concern that the Office was understaffed for the volume of work it was managing.

161. On or about September 2008 Defendant Bruce Miller entered Robert Plaintiff Robert Ceprano's office and stated to Ceprano that Ceprano was "not a team player".
162. Except for the statements made by Defendant Bruce Miller in September 2008, Plaintiff Robert Ceprano was never admonished, reprimanded suspended, written up, or in any way disciplined by his any of his supervisors while serving as the City Tax Collector.
163. Plaintiff Robert Ceprano had repeatedly publicly and privately been complimented on his job performance by the Mayor, by his peers, and by his supervisors throughout his tenure as City Tax Collector.
164. Bruce Miller's statements were retaliation against Plaintiff Robert Ceprano for refusing to give special consideration to Arthur Robbins, Craig Baker, David Corsetti, and Positano Realty.

Employment Status

165. All Defendants except for the City of Providence and John Cicilline named in this complaint, in their capacity as employees, contract employees, public officials, or city personnel, are subject to the existing duties and liabilities conferred or imposed by the Providence Home Rule Charter of 1980, as amended.
166. The job description of City Tax Collector is set forth in the Providence Home Rule Charter 813 (E) which states "[the] City collector shall bill and collect all taxes, real and personal, tangible and intangible, and shall collect or be responsible for the collection of all rents, fees, charges or taxes imposed by the city and any other monies due to the city or any agency of the city. All monies collected by the city collector shall be turned over to the city treasurer."
167. Plaintiff Robert Ceprano, in his capacity as City Tax Collector, was considered a "Class A" employee of the City of Providence as defined by the City's Human Resource classification system.
168. Plaintiff Robert Ceprano was hired as a Grade 23 Step One Employee as defined by the City of Providence's internal human resource compensation and classification policies and procedures. He was advanced to Grade 23 Step Two Employee on or about May 2001, to Grade 23 Step 3, Grade 23 Step 4 and finally to Grade 23 Step 5 while serving as City Tax Collector.
169. Step 5 is the highest step in his Grade under the classification system.

170. The Providence Home Rule Charter of 1980, as amended, section 1207 defines a city 'officer' or 'official' as referring to and including "the mayor, the members of the city council and of the school board, the members of all boards, commissions and authorities whose members are appointed by the mayor with or without city council approval and those appointed or elected by the city council, all department heads, deputy department heads and all persons serving in positions of whatever sort that are specifically established by the provisions of this Charter."

171. Plaintiff Robert Ceprano, as City Tax Collector, was an 'officer' of the City of Providence.

172. Plaintiff Robert Ceprano, as City Tax Collector, was not an elected official.

173. The City Tax Collector serves under the Finance Department, whose Department Head was Alex Prignano and subsequently John Simmons and Bruce Miller.

174. The office of City Tax Collector is not a 'department' as defined in Articles IX and X of the Providence Home Rule Charter of 1980, as amended.

175. Plaintiff Robert Ceprano was not a "Department Head".
176. Plaintiff Robert Ceprano was not elected or appointed by the City Council.
177. Plaintiff Robert Ceprano was not a member of a city board, commission or agency.
178. Plaintiff Robert Ceprano was not a member of the Mayor's office staff, personal aide to the Mayor, or an assistant to the mayor.
179. Plaintiff Robert Ceprano was not an expert retained by the city council.
180. Plaintiff Robert Ceprano was not a personal secretary to his department head.
181. Plaintiff Robert Ceprano was not a secretary serving on a board, agency or commission.
182. Plaintiff Robert Ceprano was not a legal assistant to the city solicitor.
183. Plaintiff Robert Ceprano was not an employee of the school department.

184. Plaintiff Robert Ceprano was not a person employed by contract to perform special services for the city.
185. Plaintiff Robert Ceprano was not temporarily appointed or designated to make or conduct special inquiries or investigations.
186. Plaintiff Robert Ceprano was not a policeman or fireman.
187. Plaintiff Robert Ceprano was not an employee listed in Section 905 of the Providence Home Rule Charter of 1980, as amended.
188. Section 905 of the Providence Home Rule Charter of 1980, as amended states "[a]ll officers and employees of the city, and of every department, office or other agency thereof shall be covered by the personnel system provided for in this article..."
189. The personnel system established by the City of Providence has an established Employee Discipline Policy [Attachment D].
190. The Employee Discipline Policy applies to all Class A employees of the City of Providence.

191. The terms of the Employee Discipline Policy were communicated to and understood by Plaintiff Robert Ceprano.
192. The Employee Discipline Policy states that "[a]ll city employees, with the exception of those so-called "at will" employees listed in Section 905 of the Providence Home Rule Charter, may be dismissed only for cause.
193. Plaintiff Robert Ceprano was not an "at will" employee.
194. The Employee Discipline Policy sets forward disciplinary procedures for employees covered by the policy.
195. The Employee Discipline Policy sets forward infractions which merit discharge.
196. None of the infractions listed in the Employee Discipline Policy were applicable to the conduct of Plaintiff Robert Ceprano prior to his discharge.
197. The Employee Discipline Policy establishes a system of "progressive discipline" to address an employee's "failure to meet the standards, objectives, or rules of the City of Providence."

198. The city's Employee Discipline Policy states that employees may only be discharged if the nature of an offence or the employee's past record warrant the discharge.

199. At no time prior to his discharge was Plaintiff Robert Ceprano formally disciplined or reprimanded.

200. At no time prior to his discharge was Plaintiff Robert Ceprano afforded the benefit of the city's system of "progressive discipline" as promised in its Employee Discipline Policy.

201. Plaintiff Robert Ceprano did not engage in conduct which would warrant discharge.

202. Plaintiff Robert Ceprano relied upon the Employee Discipline Policy at all times relevant hereto.

203. Plaintiff Robert Ceprano provided good and valuable consideration to the City of Providence for his position as City Tax Collector.

204. Plaintiff Robert Ceprano had an employment contract with the City of Providence.

Accomplishments

205. During Plaintiff Robert Ceprano's tenure, the City collection rate increased from 93% in 2000 to 97% in 2008, resulting in a 30% decrease in tax office walk-ins, saw a 2% decrease in mail-ins that must be processed by the Collector, a 12% increase in the lockbox, and a better bond rating for the city of Providence.
206. During Plaintiff Robert Ceprano's tenure the number of tax sale properties decreased from 4,000 to approximately 1,300-1,500 yearly. This reduction reduced the number of tax sale days for the City of Providence from 2-3 annually to one annual tax sale day.
207. During Plaintiff Robert Ceprano's tenure tax collection exceeded all projections.
208. During Plaintiff Robert Ceprano's tenure revenue increased through payment of late fees from \$2 million to \$6 million.
209. Plaintiff Robert Ceprano introduced an online and phone payment credit card system.
210. Plaintiff Robert Ceprano introduced a tax sale process which served as a model for other municipalities including the City of Warwick. The tax sale

previously involved a two day manual process entry by department staff which was reduced to less than 4 hours resulting in the reduction of one staff person for the Tax Collector's Office.

211. Plaintiff Robert Ceprano helped design and then managed and implemented GOVERN, the City's computerized tracking database for revenue and expenditures.

212. During his tenure at the Tax Collector's Office, Plaintiff Robert Ceprano revised the registration approval process to track automobile registrations.

213. Plaintiff Robert Ceprano's accomplishments were known to Defendant David Cicilline. [Attachment E]

Public Statements by David Cicilline

Regarding Tax Collector's Office

214. On or about March 21, 2005, Defendant David Cicilline stated to the Providence Journal that "it is longstanding policy to forgive an interest penalty when requested by a taxpayer if the taxpayer has missed a quarterly tax payment for the first time."

215. On or about March 21, 2005, Defendant David Cicilline, personally or through his agents or employees, informed the Providence Journal that "the city finance director and collector will establish a policy restricting the sums the collector may waive without approval from the director. And the director will periodically check to see how much is being waived."

216. Defendant David Cicilline expanded his supervision and monitoring of the Tax Collector's Office on or about 2007. [Attachment F]

217. Defendant David Cicilline was apprised of Plaintiff Robert Ceprano's throughout the year through face-to-face meetings and advised of the collections rates, accomplishments, use of technology, internal controls, operational practices, and policies and procedures through Provstat meetings.

Providence Journal Story

218. On or about September 19, 2008, the Providence Journal reported a story about the John Cicilline/Garcia Enterprises check.

219. As a result of the Providence Journal story, Defendant David Cicilline retained KPMG to conduct an internal audit. The findings of the audit were published in a report entitled "City of Providence Investigative Summary, January 20, 2009." [Attachment G]

220. On or about January 29, 2009, Defendant David Cicilline fired Plaintiff Robert Ceprano as City Tax Collector.

221. On February 1, 2009, David Cicilline sent a mass email to the residents of the City of Providence. [Attachment H]

222. The February 1, 2009 email stated in part "It is not a pleasant thing to discuss someone's substandard job performance publicly, but public trust is critical to effective government and these allegations of inappropriate termination need to be addressed openly and immediately. The Finance Director has forwarded the information below, which is a summary of the factors that led to his official request for the Tax Collector's resignation on September 15th, 2008: Upon taking office in October 2007, Finance Director Bruce Miller determined that the Tax Collector's Office was lagging far behind national, and State of Rhode Island, best practices. Deficiencies included: * inefficiencies due to poor use or non-use of technology * internal control gaps that rendered the City vulnerable to error and fraud * inefficient operational practices * lack of effective policies and procedures" ...This unfortunate episode reflects my view that the citizens of Providence have a right to expect something more than the mediocre performance they were getting from the Tax Collector during his tenure. While operating in a nearly complete absence of standards or procedures might have worked under previous administrations, my view is that it is an invitation to precisely the kind of

corruption we were burdened with under previous administrations. The Tax Collector's unwillingness to raise his performance to a level of professionalism that the taxpayers have a right to expect led, regrettably, to his inevitable resignation...Our efforts to clean up Providence and set things right will continue.

223. Defendant David Cicilline has been Mayor of Providence for over seven (7) years.

224. Former Mayor "Buddy" Cianci was indicted on Federal charges in 2001-2002.

225. In stating "our efforts to clean up Providence and set things right will continue" and by referencing "previous administrations and the "kind of corruption we were burdened with under previous administrations", Defendant David Cicilline accused Plaintiff Robert Ceprano of being corrupt and linked to a criminal enterprise, or otherwise alluded to criminal and corrupt activities through innuendo.

226. Defendant David Cicilline's email falsely accused Plaintiff Robert Ceprano of being inefficient, deficient, ineffective, substandard, lacking control, and exposing the City to error and fraud, which further disparaged Plaintiff Robert Ceprano's professional reputation and diminished Ceprano's professional stature in the community.

227. Plaintiff Robert Ceprano has served the City of Providence under Mayor David Cicilline since the beginning of Cicilline's first term as Mayor.
228. Any and all "kind[s] of corruption" alluded to by Mayor Cicilline have been directly and exclusively under the Mayor's supervision and control at all times relevant hereto.
229. Plaintiff Robert Ceprano at no time relevant hereto voluntarily engaged in any illegal activities in his capacity as City Tax Collector.
230. The statements contained in the February 1, 2009 email were not privileged.
231. The February 1, 2009 statements were widely published to an unknown number of recipients.
232. On or about January, 2009, the City of Providence commissioned an external audit of the Garcia Enterprises and other matters. [Attachment I]
233. Defendant David Cicilline stated to the Providence Journal on January 28, 2009, "What this audit [KPMG audit of January 20, 2009] makes clear is that big changes are necessary. The audit depicts an office where a single individual

exercised extraordinary personal discretion with almost nothing in the way of real professional guidelines, policies or procedures.”

234. The established guidelines, policies or procedures for dealing with tax collection preceded Plaintiff Robert Ceprano's tenure as City Tax Collector.
235. During his tenure, Robert Ceprano attempted to have these pre-existing policies revised to be fairer to city taxpayers and more in compliance with best practices from other municipalities in Rhode Island. [Attachment J]
236. Plaintiff Robert Ceprano met frequently with his director to discuss waivers or penalty and interest reductions.
237. The City Tax Collector's activities were governed by established policies and procedures as set forth in the "Policies and Procedures" manual in addition to other rules and regulations prescribed by Defendant David Cicilline and his staff. [Attachment K]
238. Interest calculations for delinquent taxes due to the City of Providence have been calculated using a standardized formula since Plaintiff Robert Ceprano assumed the position of Tax Collector. [Attachment L]

239. In the approximately eight (8) months since Plaintiff Robert Ceprano's departure, no new rule, regulation, business process, or change in the way the Tax Collector's Office conducts business has been introduced or mandated by the Mayor's Office or his staff.

240. Defendant David Cicilline's statements that Plaintiff Robert Ceprano functioned with "almost nothing in the way of real professional guidelines, policies or procedures" was false and malicious and disparaged Robert Ceprano's professional reputation.

Count I

Breach Of Contract As Against The City Of Providence Through Its Treasurer

241. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 240 above with the same force and effect as if herein set forth

242. An express employment contract existed between Plaintiff Robert Ceprano and the City of Providence. The terms of the contract included, but was not limited to, the Employee Discipline Policy.

243. The contract was supported by consideration.

244. The contract was communicated to Plaintiff Robert Ceprano and was accepted by him.

245. Plaintiff Robert Ceprano relied upon the contract to his detriment.

246. Plaintiff Robert Ceprano performed his duties pursuant to the contract.

247. In wrongfully discharging Plaintiff Robert Ceprano, by denying him the benefits of the city's progressive disciplinary system, by discharging him for reasons not outlined in the Employee Discipline Policy, or by failing to afford Ceprano with due process as outlined in the City's Discipline Policy, the City of Providence, through its agents or employees, breached its employment contract with Robert Ceprano.

248. As a result of the breach, Plaintiff Robert Ceprano suffered damages.

Count II

Breach Of Covenant Of Good Faith And Fair Dealing In An Employment Contract As Against The City Of Providence Through Its Treasurer

249. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-248 above with the same force and effect as if herein set forth

250. An employment contract existed between Plaintiff John Ceprano and the City of Providence. That contract included, but was not limited to, the Employee Discipline Policy [Attachment K].
251. The contract was supported by consideration.
252. Plaintiff Robert Ceprano relied upon the contract to his detriment.
253. The Contract contained an implied covenant of good faith and fair dealing.
254. Plaintiff Robert Ceprano performed his duties pursuant to the contract.
255. In wrongfully discharging Plaintiff Robert Ceprano, by denying him the benefits of the city's progressive disciplinary system, by discharging him for reasons not outlined in the Employee Discipline Policy, or by failing to afford Ceprano with due process as outlined in the City's Discipline Policy, the City of Providence, through its agents or employees, breached its employment contract with Robert Ceprano.
256. As a result of the breach, Plaintiff Robert Ceprano suffered damages.

Count III

**Breach Of Implied Contract As Against The City Of Providence Through Its
Treasurer**

257. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-256 above with the same force and effect as if herein set forth.
258. The City of Providence implied a contractual relationship with Plaintiff Robert Ceprano through its stated policies and procedures relating to discipline and discharge.
259. Plaintiff Robert Ceprano was apprised of and accepted the City's stated disciplinary process.
260. Plaintiff Robert Ceprano provided good and valuable consideration in exchange for the implied contract which the City of Providence accepted.
261. Plaintiff Robert Ceprano relied upon the implied contract to his detriment.
262. The City of Providence breached its implied contract by terminating Plaintiff Robert Ceprano in contradiction to its stated disciplinary policy.
263. As a result of the breach, Plaintiff Robert Ceprano was harmed.

Count IV

**Tortious Interference With An Employment Relationship As Against David
Cicilline**

264. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-263 above with the same force and effect as if herein set forth.
265. A valid contract existed between the City of Providence and Plaintiff Robert Ceprano.
266. Defendant David Cicilline was aware of Robert Ceprano's relationship with the City.
267. Defendant David Cicilline induced the City of Providence to terminate Plaintiff Robert Ceprano or otherwise breach the Plaintiff's contract and associated covenants with the City.
268. Defendant David Cicilline's actions were motivated by malice, personal gain or a blatant disregard for the truth.
269. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant David Cicilline at the expense of the City of Providence.

270. Defendant David Cicilline published defamatory comments about Plaintiff Robert Ceprano.

271. Defendant David Cicilline's actions or defamatory statements were the proximate cause of Plaintiff Robert Ceprano's wrongful termination.

272. Defendant David Cicilline's actions were not justified.

273. Plaintiff Robert Ceprano suffered damages as a result.

Count V

Violation Of R.I.G.L. § 11-1-6 (Conspiracy) As Against David Cicilline

274. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-273 above with the same force and effect as if herein set forth.

275. Defendant David Cicilline, in his individual capacity, wrongfully terminated Plaintiff Robert Ceprano.

276. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant David Cicilline at the expense of the City of Providence.

277. Defendant David Cicilline's actions were motivated by malice or a blatant disregard for the truth.
278. Defendant David Cicilline's actions were motivated by personal gain.
279. Defendant David Cicilline conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
280. Defendant David Cicilline conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
281. Defendant David Cicilline conspired with certain co-defendants to breach the implied or express employment contract Plaintiff Robert Ceprano had with the City of Providence.
282. Defendant David Cicilline conspired with certain co-defendants to breach the Covenant of Good Faith contract Plaintiff Robert Ceprano had with the City of Providence.
283. Defendant David Cicilline conspired to tortiously interfere with the employment contract Plaintiff Robert Ceprano had with the City of Providence.

284. Defendant David Cicilline conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.
285. Defendant David Cicilline was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
286. Defendant David Cicilline agreed with certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
287. Defendant David Cicilline wrongfully terminated Plaintiff Robert Ceprano in furtherance of this conspiracy.
288. Plaintiff Robert Ceprano suffered damages as a result of Defendant David Cicilline's participation in the conspiracy.
289. As a result of Defendant David Cicilline's violation of R.I.G.L. § 11-1-6 and other applicable laws acting in his individual capacity, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count VI

Defamation As Against David Cicilline

290. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-289 above with the same force and effect as if herein set forth.
291. Defendant David Cicilline intentionally published false statements about Plaintiff Robert Cicilline which were of a defamatory nature.
292. The statements made by Defendant David Cicilline were not privileged.
293. The statements were made in a very public manner to thousands of individuals.
294. Defendant David Cicilline's statements damaged Plaintiff Robert Ceprano's professional's reputation.
295. Defendant David Cicilline's statements subjected Plaintiff Robert Ceprano to professional ridicule.
296. Defendant David Cicilline made the statements out of malice, personal gain or blatant disregard for the truth.
297. Defendant David Cicilline knew the statements he made were false yet acted with disregard for a public servant who had a lifelong record of public service.

298. As a result of the statements made by Defendant David Cicilline, Plaintiff Robert Ceprano suffered damages.

Count VII

Libel As Against David Cicilline

299. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 298 above with the same force and effect as if herein set forth.

300. Defendant David Cicilline intentionally published false statements in an email about Plaintiff Robert Cicilline which were of a defamatory nature.

301. The statements made by Defendant David Cicilline were not privileged.

302. The statements were sent through the Mayor's email to an unknown number of recipients.

303. Defendant David Cicilline's statements damaged Plaintiff Robert Ceprano's professional's reputation.

304. Defendant David Cicilline's statements subjected Plaintiff Robert Ceprano to professional ridicule.

305. Defendant David Cicilline knew the statements he made were false yet intentionally fabricated rationales to justify Robert Ceprano's termination.

306. Defendant David Cicilline accused through innuendo Plaintiff Robert Ceprano of 'corruption' and participation in the alleged criminal conduct of preceding administrations despite having been the Mayor of Providence and Ceprano's supervisor for over seven (7) years.

307. The purpose of Defendant David Cicilline's email was to deflect public scrutiny from the misdeeds, incompetence, or illegal activities of his administration and staff.

308. Defendant David Cicilline's statements were malicious, untruthful, or blished for personal gain, his conduct was calculated to cause emotional distress and his conduct exceeded the bounds of decency normally tolerated in decent society.

309. As a result of Defendant David Cicilline's email, Plaintiff Robert Ceprano suffered damages.

Count VIII

Intentional Infliction Of Emotional Distress As Against David Cicilline

310. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 309 above with the same force and effect as if herein set forth.
311. Defendant David Cicilline published malicious defamatory statements Plaintiff Robert Ceprano on multiple occasions through which subjected the Plaintiff to severe mental anguish.
312. Defendant David Cicilline had Plaintiff Robert Ceprano wrongfully discharged in violation of the Plaintiff's express or implied employment contract and associated covenants causing the Plaintiff mental distress.
313. Defendant Cicilline tortiously interfered with Robert Ceprano's employment relationship with the City of Providence.
314. Defendant David Cicilline's conduct was extreme and outrageous.
315. Defendant David Cicilline's conduct was calculated to cause emotional distress.
316. Defendant David Cicilline's conduct exceeded the bounds of decency normally tolerated in decent society.
317. As a result of the actions of Defendant David Cicilline, Plaintiff Robert Ceprano suffered damages.

Count IX

Violation Of R.I.G.L. § 11-1-6 (Conspiracy) As Against John Simmons

318. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-317 above with the same force and effect as if herein set forth
319. Defendant John Simmons conspired to tortiously interfere with the employment relationship Plaintiff Robert Ceprano had with the City of Providence.
320. Defendant John Simmons conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.
321. Defendant John Simmons was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
322. Defendant John Simmons agreed with certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
323. Defendant John Simmons' actions were motivated by malice or a blatant disregard for the truth.

324. Defendant John Simmons' actions were motivated by personal gain.
325. Defendant John Simmons conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
326. Defendant John Simmons conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
327. Defendant John Simmons conspired with certain co-defendants to breach the implied or express employment contract Plaintiff Robert Ceprano had with the City of Providence.
328. Defendant John Simmons conspired with certain co-defendants to breach the Covenant of Good Faith contract Plaintiff Robert Ceprano had with the City of Providence.
329. Plaintiff Robert Ceprano suffered damages as a result of Defendant John Simmons' participation in his individual capacity in the conspiracy.
330. As a result of Defendant John Simmons' violation of R.I.G.L. § 11-1-6 and other applicable laws, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count X

**Tortious Interference With An Employment Relationship As Against John
Simmons**

331. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 330 above with the same force and effect as if herein set forth
332. An employment relationship existed between the City of Providence and Plaintiff Robert Ceprano.
333. Defendant John Simmons was aware of Robert Ceprano's relationship with the City.
334. Defendant John Simmons intentionally induced the City of Providence to terminate Plaintiff Robert Ceprano or otherwise breach the Plaintiff's contract with the City.
335. Defendant John Simmons intentionally interfered with the employment relationship between Plaintiff Robert Ceprano and the City of Providence.
336. Plaintiff Robert Ceprano suffered damages as a result of Defendant John Simmons 's tortious interference.

337. Defendant John Simmons' actions were motivated by malice, personal gain or a blatant disregard for the truth.

338. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant John Simmons at the expense of the City of Providence.

339. Defendant John Simmons' actions were not justified.

340. Defendant John Simmons' actions were the proximate cause of Plaintiff Robert Ceprano's termination.

341. Plaintiff Robert Ceprano suffered damages as a result.

Count XI

Intentional Infliction Of Emotional Distress As Against John Simmons

342. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-341 above with the same force and effect as if herein set forth.

343. Defendant John Simmons falsely accusing Ceprano of incompetence and defamed the Plaintiff.

344. Defendant John Simmons attempted to interfere and did interfere with a public official in the performance of his duties thereby subjecting Plaintiff Robert Ceprano to mental anguish.
345. The conduct of Defendant John Simmons was extreme and outrageous and caused Plaintiff Robert Ceprano extreme mental distress.
346. Defendant John Simmons' conduct was calculated to cause emotional distress.
347. Defendant John Simmons' conduct exceeded the bounds of decency normally tolerated in decent society
348. As a result of the actions of John Simmons, Plaintiff Robert Ceprano suffered damages.

Count XII

Violation Of R.I.G.L. § 11-1-6 (Conspiracy) As Against Bruce Miller

349. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-348 above with the same force and effect as if herein set forth.
350. Defendant Bruce Miller conspired to tortiously interfere with the employment relationship Plaintiff Robert Ceprano had with the City of Providence.

351. Defendant Bruce Miller conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.
352. Defendant Bruce Miller was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
353. Defendant Bruce Miller's actions were motivated by malice or a blatant disregard for the truth.
354. Defendant Bruce Miller's actions were motivated by personal gain.
355. Defendant Bruce Miller conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
356. Defendant Bruce Miller conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
357. Defendant Bruce Miller conspired with certain co-defendants to breach the implied or express employment contract Plaintiff Robert Ceprano had with the City of Providence.

358. Defendant Bruce Miller conspired with certain co-defendants to breach the Covenant of Good Faith contract Plaintiff Robert Ceprano had with the City of Providence.

359. Plaintiff Robert Ceprano suffered damages as a result of Defendant Bruce Miller's participation in his individual capacity in the conspiracy.

360. As a result of Defendant Bruce Miller's violation of R.I.G.L. § 11-1-6 and other applicable laws, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count XIII

Tortious Interference An Employment Relationship As Against Bruce Miller

361. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-360 above with the same force and effect as if herein set forth

362. An employment relationship existed between the City of Providence and Plaintiff Robert Ceprano.

363. Defendant Bruce Miller was aware of Robert Ceprano's relationship with the City.

364. Defendant Bruce Miller intentionally induced the City of Providence to terminate Plaintiff Robert Ceprano or otherwise breach the Plaintiff's contract with the City.
365. Defendant Bruce Miller intentionally interfered with the employment relationship between Plaintiff Robert Ceprano and the City of Providence.
366. Plaintiff Robert Ceprano suffered damages as a result of Bruce Miller 's tortious interference.
367. Defendant Bruce Miller's actions were motivated by malice, personal gain or a blatant disregard for the truth.
368. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant Bruce Miller at the expense of the City of Providence.
369. Defendant Bruce Miller's actions were not justified.
370. Defendant Bruce Miller's actions were the proximate cause of Plaintiff Robert Ceprano's termination.
371. Plaintiff Robert Ceprano suffered damages as a result.

Count XIV

Intentional Infliction Of Emotional Distress As Against Bruce Miller

372. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 371 above with the same force and effect as if herein set forth.
373. Defendant Bruce Miller retaliated against Plaintiff Robert Ceprano for Ceprano's refusal to afford special treatment to individual taxpayers.
374. Defendant Bruce Miller attempted, and was successful, in achieving the wrongful discharge of Plaintiff Robert Ceprano in violation of the existing employment contract and associated covenants.
375. Defendant Bruce Miller falsely accusing Ceprano of incompetence and defamed the Plaintiff.
376. Defendant Bruce Miller attempted to interfere and did interfere with a public official in the performance of his duties thereby subjecting Plaintiff Robert Ceprano to mental anguish.
377. Defendant Bruce Miller's conduct was extreme and outrageous and caused Plaintiff Robert Ceprano extreme mental distress.

378. Defendant Bruce Miller's conduct was calculated to cause emotional distress.

379. Defendant Bruce Miller's conduct exceeded the bounds of decency normally tolerated in decent society

380. As a result of the actions of Bruce Miller, Plaintiff Robert Ceprano suffered damages.

Count XV

Violation Of R.I.G.L. § 11-1-6 (Conspiracy) As Against Rita Murphy

381. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-380 above with the same force and effect as if herein set forth.

382. Defendant Rita Murphy conspired to tortiously interfere with the employment relationship Plaintiff Robert Ceprano had with the City of Providence.

383. Defendant Rita Murphy conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.

384. Defendant Rita Murphy was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.

385. Defendant Rita Murphy's actions were motivated by malice or a blatant disregard for the truth.
386. Defendant Rita Murphy's actions were motivated by personal gain.
387. Defendant Rita Murphy conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
388. Defendant Rita Murphy conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
389. Defendant Rita Murphy conspired with certain co-defendants to breach the implied or express employment contract Plaintiff Robert Ceprano had with the City of Providence.
390. Defendant Rita Murphy conspired with certain co-defendants to breach the Covenant of Good Faith contract Plaintiff Robert Ceprano had with the City of Providence.
391. Plaintiff Robert Ceprano suffered damages as a result of Defendant Rita Murphy's participation in his individual capacity in the conspiracy.

392. As a result of Defendant Rita Murphy's violation of R.I.G.L. § 11-1-6 and other applicable laws, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count XVI

Tortious Interference An Employment Relationship As Against Rita Murphy

393. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-392 above with the same force and effect as if herein set forth

394. An employment relationship existed between the City of Providence and Plaintiff Robert Ceprano.

395. Defendant Rita Murphy was aware of Robert Ceprano's relationship with the City.

396. Defendant Rita Murphy intentionally induced the City of Providence to terminate Plaintiff Robert Ceprano or otherwise breach the Plaintiff's contract with the City.

397. Defendant Rita Murphy intentionally interfered with the employment relationship between Plaintiff Robert Ceprano and the City of Providence.

398. Plaintiff Robert Ceprano suffered damages as a result of Defendant Rita Murphy's tortious interference.
399. Defendant Rita Murphy's actions were motivated by malice, personal gain or a blatant disregard for the truth.
400. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant Rita Murphy at the expense of the City of Providence.
401. Defendant Rita Murphy's actions were not justified.
402. Defendant Rita Murphy's actions were the proximate cause of Plaintiff Robert Ceprano's termination.
403. Plaintiff Robert Ceprano suffered damages as a result.

Count XVII

Intentional Infliction Of Emotional Distress As Against Rita Murphy

404. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 403 above with the same force and effect as if herein set forth.

405. Defendant Rita Murphy retaliated against Plaintiff Robert Ceprano for Ceprano's refusal to afford special treatment to individual taxpayers.
406. Defendant Rita Murphy attempted, and was successful, in achieving the wrongful discharge of Plaintiff Robert Ceprano in violation of the existing employment contract and associated covenants.
407. Defendant Rita Murphy attempted to interfere and did interfere with a public official in the performance of his duties thereby subjecting Plaintiff Robert Ceprano to mental anguish.
408. Defendant Rita Murphy 's conduct was extreme and outrageous and caused Plaintiff Robert Ceprano extreme mental distress.
409. Defendant Rita Murphy's conduct was calculated to cause emotional distress.
410. Defendant Rita Murphy's conduct exceeded the bounds of decency normally tolerated in decent society
411. As a result of the actions of Rita Murphy, Plaintiff Robert Ceprano suffered damages.

Count XVIII

Violation Of R.I.G.L. § 11-1-6 (Conspiracy) As Against Christopher Bizzacco

412. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-411 above with the same force and effect as if herein set forth.
413. Defendant Christopher Bizzacco conspired to tortiously interfere with the employment relationship Plaintiff Robert Ceprano had with the City of Providence.
414. Defendant Christopher Bizzacco conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.
415. Defendant Christopher Bizzacco was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
416. Defendant Christopher Bizzacco's actions were motivated by malice or a blatant disregard for the truth.
417. Defendant Christopher Bizzacco's actions were motivated by personal gain.

418. Defendant Christopher Bizzacco conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
419. Defendant Christopher Bizzacco conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
420. Defendant Christopher Bizzacco conspired with certain co-defendants to breach the implied or express employment contract Plaintiff Robert Ceprano had with the City of Providence.
421. Defendant Christopher Bizzacco conspired with certain co-defendants to breach the Covenant of Good Faith contract Plaintiff Robert Ceprano had with the City of Providence.
422. Plaintiff Robert Ceprano suffered damages as a result of Defendant Christopher Bizzacco's participation in his individual capacity in the conspiracy.
423. As a result of Defendant Christopher Bizzacco's violation of R.I.G.L. § 11-1-6 and other applicable laws, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count XIX

**Tortious Interference An Employment Relationship As Against Christopher
Bizzacco**

424. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-423 above with the same force and effect as if herein set forth

425. An employment relationship existed between the City of Providence and Plaintiff Robert Ceprano.

426. Defendant Christopher Bizzacco was aware of Robert Ceprano's relationship with the City.

427. Defendant Christopher Bizzacco intentionally induced the City of Providence to terminate Plaintiff Robert Ceprano or otherwise breach the Plaintiff's contract with the City.

428. Defendant Christopher Bizzacco intentionally interfered with the employment relationship between Plaintiff Robert Ceprano and the City of Providence.

429. Plaintiff Robert Ceprano suffered damages as a result of Defendant Christopher Bizzacco's tortious interference.

430. Defendant Christopher Bizzacco's actions were motivated by malice, personal gain or a blatant disregard for the truth.
431. The wrongful termination of Plaintiff Robert Ceprano personally benefited Defendant Christopher Bizzacco at the expense of the City of Providence.
432. Defendant Christopher Bizzacco's actions were not justified.
433. Defendant Christopher Bizzacco's actions were the proximate cause of Plaintiff Robert Ceprano's termination.
434. Plaintiff Robert Ceprano suffered damages as a result.

Count XX

Intentional Infliction Of Emotional Distress As Against Christopher Bizzacco

435. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-434 above with the same force and effect as if herein set forth.
436. Defendant Christopher Bizzacco retaliated against Plaintiff Robert Ceprano for Ceprano's refusal to afford special treatment to individual taxpayers.

437. Defendant Christopher Bizzacco attempted, and was successful, in achieving the wrongful discharge of Plaintiff Robert Ceprano in violation of the existing employment contract and associated covenants.
438. Defendant Christopher Bizzacco attempted to interfere and did interfere with a public official in the performance of his duties thereby subjecting Plaintiff Robert Ceprano to mental anguish.
439. Defendant Christopher Bizzacco 's conduct was extreme and outrageous and caused Plaintiff Robert Ceprano extreme mental distress.
440. Defendant Christopher Bizzacco 's conduct was calculated to cause emotional distress.
441. Defendant Christopher Bizzacco 's conduct exceeded the bounds of decency normally tolerated in decent society.
442. As a result of the actions of Bruce Miller, Plaintiff Robert Ceprano suffered extreme damages.

Count XXI

Violation OF R.I.G.L. § 11-1-6 (Conspiracy) As Against John Cicilline

443. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-442 above with the same force and effect as if herein set forth.
444. Defendant John Cicilline conspired to tortiously interfere with the employment relationship Plaintiff Robert Ceprano had with the City of Providence.
445. Defendant John Cicilline conspired with certain co-defendants to violate the Providence City Ordinances or the laws of the State of Rhode Island.
446. Defendant John Cicilline was aware that certain co-defendants intended to violate the Providence City Ordinances or the laws of the State of Rhode Island.
447. Defendant John Cicilline's actions were motivated by personal gain.
448. Defendant John Cicilline conspired with certain co-defendants to violate R.I.G.L. §44-2-3.
449. Defendant John Cicilline conspired with certain co-defendants to violate R.I.G.L. §44-7-2.
450. Plaintiff Robert Ceprano suffered damages as a result of Defendant John Cicilline's participation in his individual capacity in the conspiracy.

451. As a result of Defendant John Cicilline's violation of R.I.G.L. § 11-1-6 and other applicable laws, Plaintiff Robert Ceprano is entitled to civil damages pursuant to R.I.G.L. § 9-1-2.

Count XXII

**Respondeant Superior As Against The City Of Providence Through Its
Treasurer**

452. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-451 above with the same force and effect as if herein set forth

453. At all times relevant hereto the City of Providence was liable for the actions of its employees, agents, or contract employees.

454. The agents, employees or contract employees of the City of Providence were performing within their official capacities at all times relevant hereto.

455. There existed a master/servant or agency relationship between the City of Providence and its employees, agents, or contract employees.

456. As a result of the actions of City of Providence agents, employees, or contract employees Plaintiff Robert Ceprano was damaged.

Count XXIII

**Violation Of R.I.G.L. 28-50-3 ("The Whistleblower's Act") As Against The City
Of Providence Through Its Treasurer**

457. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-456 above with the same force and effect as if herein set forth
458. Plaintiff Robert Ceprano engaged in an activity protected by R.I.G.L. 28-50-3 in repeatedly bringing the Cicilline check and Garcia matter to the attention of his superiors, or by requesting permission to cash the check and specifically warning of the implications of both failing to pursue the matters or in removing the lien on the Garcia property.
459. Plaintiff Robert Ceprano also engaged in an activity protected by R.I.G.L. 28-50-3 by refusing to afford special treatment to delinquent taxpayers or by warning his supervisors of the negative impact of providing special treatment to specific tax payers.
460. In stating that Plaintiff Robert Ceprano "was not a team player", by further reprimanding Ceprano for not showing favoritism to certain taxpayers, and by wrongfully terminating Robert Ceprano, the City of Providence through its agents or employees violated Rhode Island law and the laws of the City of Providence.

461. As a result of the City's actions through its employees, agents, officers, or contract employees, Plaintiff Robert Ceprano suffered damages.

Count XXIV

Defamation As Against City of Providence Through Its Treasurer

462. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-461 above with the same force and effect as if herein set forth.

463. Agents, employees or contract employees of Defendant City of Providence intentionally published false statements about Plaintiff Robert Cicilline which were of a defamatory nature.

464. The statements made were not privileged.

465. The statements were made in a very public manner to thousands of individuals.

466. The statements damaged Plaintiff Robert Ceprano's professional reputation.

467. The statements subjected Plaintiff Robert Ceprano to professional ridicule.

468. The statements were made out of malice, personal gain or blatant disregard for the truth.

469. Agents, employees or contract employees of Defendant City of Providence knew the statements they made were false yet acted with intentional disregard for the Plaintiff.

470. As a result of the statements, Plaintiff Robert Ceprano suffered damages.

Count XXV

Libel As Against City Of Providence Through Its Treasurer

471. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-470 above with the same force and effect as if herein set forth.

472. Agents, employees or contract employees of Defendant City of Providence intentionally published false statements in an email about Plaintiff Robert Cicilline which were of a defamatory nature.

473. The statements made were not privileged.

474. The statements were sent through the Mayor's email to an unknown number of recipients.
475. The conduct of the agents, employees or contract employees of the Defendant City of Providence conduct was calculated to cause emotional distress.
476. The conduct of the agents, employees or contract employees of the Defendant City of Providence conduct exceeded the bounds of decency normally tolerated in decent society.
477. The statements damaged Plaintiff Robert Ceprano's professional reputation.
478. The statements subjected Plaintiff Robert Ceprano to professional ridicule.
479. Agents, employees or contract employees of Defendant City of Providence who sent the email knew the statements he made were false yet intentionally fabricated rationales to justify Robert Ceprano's termination.
480. The statements were malicious, untruthful, and published for personal gain.

481. As a result of publications made by agents, employees or contract employees of Defendant City of Providence, Plaintiff Robert Ceprano suffered damages.

Count XXVI

**Intentional Infliction Of Emotional Distress As Against The City Of Providence
Through Its Treasurer**

482. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1- 481 above with the same force and effect as if herein set forth.

483. Agents, employees or contract employees of Defendant City of Providence published malicious defamatory statements Plaintiff Robert Ceprano on multiple occasions through which subjected the Plaintiff to severe mental anguish.

484. Defendant City of Providence wrongfully discharged in violation of the Plaintiff's express or implied employment contract and associated covenants causing the Plaintiff mental distress.

485. Agents, employees or contract employees of Defendant City of Providence tortiously interfered with Robert Ceprano's employment relationship with the City of Providence.

486. The conduct of the agents, employees or contract employees of the Defendant City of Providence was extreme and outrageous and caused Plaintiff Robert Ceprano extreme mental distress.

487. The conduct of the agents, employees or contract employees of the Defendant City of Providence conduct was calculated to cause emotional distress.

488. The conduct of the agents, employees or contract employees of the Defendant City of Providence conduct exceeded the bounds of decency normally tolerated in decent society.

489. As a result of the actions of the agents, employees or contract employees of the Defendant City of Providence, Plaintiff Robert Ceprano suffered damages.

WHEREFORE the Plaintiff demands judgment be entered against the Defendants and that he be awarded attorneys fees, costs, and such other relief as this Court deems just.

JURY TRIAL

The Plaintiff demands a trial by jury.

Robert Ceprano by his
attorneys

Artin Coloian, Esq.
Eric Marion, Esq.
Coloian and Mansolillo
127 Dorrance Street

Providence, RI 02903
401-861-9400

Date: