

2. Defendant Town of North Providence (the “Town”) is a municipal corporation within the State of Rhode Island and is sued through its Finance Director Maria Vallee.

3. Defendant Charles A. Lombardi, Sr., (“Lombardi” or “Mayor”) is a resident of North Providence and Narragansett, Rhode Island, and is named in his individual and official capacity as the elected Mayor of the Town of North Providence, Rhode Island.

4. Defendant James M. Fuoroli, (“Fuoroli”) is a resident of North Providence, Rhode Island, and is named in his individual and official capacity as the Director of Public Works for the Town of North Providence, Rhode Island.

JURISDICTION AND VENUE

5. The monetary amount claimed herein is sufficient to establish jurisdiction of the Superior Court.

6. Venue is proper in this Court in accordance with RIGL 9-4-3 insofar as the alleged unlawful employment practices occurred in the County of Providence, State of Rhode Island.

FACTUAL ALLEGATIONS

Plaintiff’s Employment Prior to Being Hired by the Town of North Providence

7. The Plaintiff owned a successful private contracting company, Mike’s Remodeling, LLC which he established in November 2013. The Plaintiff provided contracting services, to both residential and commercial customers.

8. As a matter of course, Plaintiff would routinely take “before” and “after” photographs of the construction work that he completed for his clients.

9. Defendant Lombardi owns several dry-cleaning businesses (“Luxury Cleaners”) with locations in Rhode Island, more specifically in Lincoln and North Providence.

10. An employee of Defendant Lombardi’s dry-cleaning businesses recommended Plaintiff to Defendant Lombardi, as Defendant Lombardi was looking for assistance with some

construction work that he needed on his personal properties. Plaintiff was contracted by Defendant Lombardi to do work at his summer house located at 35 East Pond Road, Narragansett, Rhode Island (“Mayor Lombardi’s Summer House” or “Summer House”).

11. After Plaintiff completed the construction to Defendant Lombardi’s satisfaction, Defendant Lombardi advised the Plaintiff that the Town of North Providence would be building a new school and asked Plaintiff, “Do you want to come onboard?” Defendant Lombardi also advised the Plaintiff that the Town of North Providence “offered good benefits” and that Plaintiff would “get a lot of overtime.”

12. Plaintiff had a successful contracting business at the time and carefully considered the offer made by Defendant Lombardi.

13. Defendant Lombardi explained that although the initial pay was less than what he was making as an independent contractor, the Plaintiff would be getting several raises that would be financially advantageous to him.

Plaintiff is Hired by the Town of North Providence

14. On or about July 6, 2017, Plaintiff was hired as an employee of the Town of North Providence. Because Plaintiff accepted full-time employment with the Town of North Providence, Plaintiff dissolved his private contracting company on April 11, 2018.

15. At all relevant times hereto, the Plaintiff was an “employee” as defined in R.I. Gen. Laws 28-50-2.

16. At all relevant times hereto, the Defendant Town and Defendant Lombardi were “Employers” as defined in R.I. Gen. Laws 28-50-2.

17. At all relevant times hereto, Defendant Fuoroli was Plaintiff’s “Supervisor” as defined in R.I. Gen. Laws 28-50-2.

18. The Plaintiff had intended to work for the Town of North Providence until he turned seventy-five (75) years of age so that he would be eligible for full retirement benefits from the Town.

19. Plaintiff's primary duties were to provide general maintenance and make needed repairs to any Town buildings that required it.

20. While employed by the Town of North Providence, the Plaintiff's scheduled hours of work were from 7:00 am to 3:30 pm ("Scheduled Work Hours").

21. The Town utilized a fingerprint scan attendance program to log employees' arrival and departure times.

22. The fingerprint scan attendance program generated a weekly time sheet for each employee, which needed to be approved by Defendant Fuoroli and submitted to the Town of North Providence for payment of wages.

23. Plaintiff reported directly to and took direction from Defendant Fuoroli, who is the Town's Director of Public Buildings.

Defendant Lombardi's Personal Real Estate Holdings

24. Defendant Lombardi owns several properties in North Providence, Lincoln and Narragansett, Rhode Island.

25. The Plaintiff did construction work on Defendant Mayor Lombardi's Summer House on multiple occasions during Scheduled Work Hours.

26. The Plaintiff did construction work on Defendant Lombardi's Narragansett Rhode Island rental property located at 10 Irving Path, Narragansett, Rhode Island ("Narragansett Rental Property") on multiple occasions during Scheduled Work Hours.

27. The Plaintiff did construction work on Defendant Lombardi's business and commercial property, Luxury Cleaners ("Luxury Cleaners Lincoln"), located at 610 Smithfield Ave, Lincoln, Rhode Island during Scheduled Work Hours.

28. The Plaintiff did construction work on Defendant Lombardi's commercial property located at 19 Volturno Street, North Providence, Rhode Island ("Volturno Property") during Scheduled Work Hours.

29. The Plaintiff did construction work on Defendant Lombardi's property and business Luxury Cleaners located at 1526 Smith Street, North Providence, Rhode Island ("Luxury Cleaners NP") on multiple occasions during Scheduled Work Hours.

30. In addition to Defendant Lombardi's personal properties, the Plaintiff did work at Defendant Fuoroli's personal property located at 53 Kiley Street, North Providence, Rhode Island during Scheduled Work Hours.

General Practices for Dispatching Plaintiff to the Mayor's Properties

31. Shortly after the Plaintiff began working for the Town, Defendant Lombardi and Defendant Fuoroli began to direct the Plaintiff to respond to Defendant Lombardi's personal properties to perform repairs during Scheduled Work Hours. Defendant Lombardi would either call or meet with the Plaintiff during Scheduled Work Hours to direct him to do work on his personally owned properties.

32. On many occasions when the Plaintiff was working at Defendant Lombardi's properties, he did not make it back to the Town of North Providence to use the fingerprint scan to log out of the attendance program. When Plaintiff was late to log out, Defendant Fuoroli would indicate on the computer-generated time record that the Plaintiff "forgot" to punch out.

33. Most of the work on Defendant Lombardi's properties and Fuoroli's property was done by the Plaintiff during Scheduled Work Hours, although he had also performed some work on Defendant Lombardi's properties during his time off.

34. Routinely when the Plaintiff was sent to do work on Defendant Lombardi's personal properties, he would be instructed by Defendant Fuoroli to park his Town vehicle behind the maintenance shed on 301 Smithfield Road and Defendant Fuoroli directed the Plaintiff to use his own personal vehicle when working on Defendant Lombardi's properties.

35. Defendant Fuoroli would often direct the Plaintiff during Scheduled Work Hours, to respond to one of Defendant Lombardi's properties to take measurements or to determine what supplies he would need to complete the requested repairs or work needed on Defendant Lombardi's property.

36. On most occasions, Defendant Fuoroli would provide the materials that the Plaintiff would need to complete the repairs or work on Defendant Lombardi's property.

37. Upon information and belief, Defendant Fuoroli purchased many of the supplies for the repairs and work on Defendant Lombardi's personal property by using the Town of North Providence's Lowe's store credit card ("North Providence Lowe's Card").

38. As was his practice when in business, often the Plaintiff took photographs of many of the repairs and work that he completed on Defendant Lombardi's and Defendant Fuoroli's property using his personal cell phone. The photographs that were taken on the Plaintiff's cellphone contain both date and time stamps.

39. In the numerous photographs taken by Plaintiff of the repairs he made to the Defendants' personal property, the date and time stamps frequently indicate the times when the Plaintiff had undertaken work on Defendant Lombardi's personal property during Scheduled Work

Hours. The photographs depict the location of the work and many depict the construction materials being used to complete the repairs and renovations.

Plaintiff's Work on Defendant Lombardi's Narragansett Rental Property

40. Shortly after the Plaintiff began working for the Town of North Providence, he was directed by Defendant Lombardi and Defendant Fuoroli, to respond to the Defendant Lombardi's Narragansett Rental Property, to repair a rotted floor in the downstairs bathroom.

41. Plaintiff removed and replaced the floor joists and installed plywood and flooring at Defendant Lombardi's Narragansett rental property. The repairs to the Narragansett rental property took several days, all of which were done by the Plaintiff during Scheduled Work Hours.

42. On one of the days that the Plaintiff was working at the Narragansett Rental Property, Defendant Fuoroli also came to the property to assist the Plaintiff with the work during Scheduled Work Hours.

43. On a later date, the Plaintiff was again directed to respond to the Narragansett Rental Property by the Defendant Lombardi, to replace lighting fixtures in the upstairs bathroom. The fixtures to be installed were provided to the Plaintiff by Defendant Fuoroli.

44. On one occasion that the Plaintiff was working on the Narragansett Rental Property, he was approached by a Town of North Providence firefighter, who was at a neighboring home. The Plaintiff was concerned that he was seen at Defendant Lombardi's rental property during Scheduled Work Hours.

45. The Plaintiff called Defendant Fuoroli to advise him that he had been noticed and approached by a Town of North Providence firefighter and to tell Defendant Fuoroli he was uncomfortable being there during Scheduled Work Hours. Defendant Fuoroli told the Plaintiff to "be careful of him; he's a rat."

46. On another occasion, Plaintiff did a construction project for a different Town of North Providence firefighter, on Plaintiff's time off. The firefighter referenced him being seen in Narragansett by another firefighter and said "Do you think you are the only one who knows you go to Narragansett to work on the Mayor's property? Everyone knows and talks."

47. The Plaintiff began to experience increased concern and severe stress about doing work on Defendant Lombardi's properties during Scheduled Work Hours.

48. The Plaintiff became concerned that he was being directed by Defendant Lombardi and Defendant Fuoroli to do something wrong or potentially illegal.

49. The Plaintiff started to experience stress and concern that he would be terminated from his position with the Town of North Providence if he did not obey Defendant Lombardi and Defendant Fuoroli, but he did not want to participate in something unlawful.

50. The Plaintiff was aware that the Defendant Lombardi had terminated other employees when they had a disagreement with him or did not comply with his orders.

51. On or around June 3, 2019, Plaintiff was again directed to do work on Defendant Lombardi's Rental Property in Narragansett. Defendant Fuoroli directed the Plaintiff to meet him at the North Providence Lowe's store at 1703 Mineral Spring Avenue, North Providence ("North Providence Lowes") with his personal truck.

52. Defendant Fuoroli purchased flooring for Defendant Lombardi's Narragansett Rental Property using the North Providence Lowe's Card.

53. After Defendant Fuoroli purchased the materials, he gave them to the Plaintiff and the Plaintiff responded to the Narragansett Rental Property to install the flooring. This flooring work on the Narragansett Rental Property was done while the Plaintiff during Scheduled Work Hours.

54. On two occasions in 2020 – January 15 and September 24 – the Plaintiff was directed by Defendant Fuoroli to replace exterior storm doors on Defendant Lombardi's Narragansett Rental Property during Scheduled Work Hours.

55. Defendant Fuoroli directed the Plaintiff to meet him at the North Providence Lowe's store, where Fuoroli provided the doors to the Plaintiff. Upon information and belief, the doors were purchased on the North Providence Lowe's Card.

56. On Saturday, June 11, 2022, at 12:06 pm, Defendant Fuoroli texted the Plaintiff's personal phone with the message "30x 6'6" I'll explain Monday."

57. When Plaintiff arrived at work on Monday, June 13, 2022, Defendant Fuoroli told the Plaintiff to meet him at the North Providence Lowe's and directed Plaintiff to take his own vehicle. Once at the North Providence Lowe's, Defendant Fuoroli selected an interior door, and paid for it on the North Providence Lowe's Card.

58. Defendant Fuoroli gave the Plaintiff the door and directed him to go to the Narragansett Rental Property and to replace the bathroom door.

59. On June 14, 2022, Plaintiff drove to the Narragansett Rental Property and started to fabricate the doorway to hang the new door.

60. The Plaintiff realized that the door provided by Defendant Fuoroli was the wrong size. The Plaintiff called Defendant Fuoroli to advise him that the door did not fit, and Defendant Fuoroli told him that he had been mistaken and that the door was for the bedroom and not the bathroom.

61. The Plaintiff told defendant Fuoroli that he would go to the Home Depot store in North Kingstown to purchase the correct doors and install them. The Plaintiff told Defendant Fuoroli that Defendant Lombardi would reimburse him for the purchase of the doors.

62. Plaintiff retained the receipts for the doors purchased at Home Depot for Defendant Lombardi's Rental property. Plaintiff requested the reimbursement for the doors he purchased for Defendant Lombardi's Rental property from Defendant Fuoroli, who laughed and said, "Good luck, you are not going to get that money."

63. Several days later, Defendant Fuoroli directed the Plaintiff to meet him at the North Providence Lowe's where Defendant Fuoroli purchased lead flashing on the North Providence Lowe's Card and gave it to the Plaintiff as reimbursement for the amount the Plaintiff spent on Defendant Lombardi's doors.

Plaintiff Worked on Defendant Fuoroli's Home

64. On July 3, 2019, Defendant Fuoroli directed the Plaintiff to pick up several patio blocks/pavers from Camp Meehan, North Providence and directed the Plaintiff to install them at Defendant Fuoroli's personal property at 53 Kiley Street, North Providence during Scheduled Work Hours.

65. Upon information and belief, the patio blocks/pavers were purchased by the Town of North Providence for installation at Camp Meehan.

Plaintiff Fixed Defendant Lombardi's Dining Table

66. On or about August 16, 2019, Defendant Lombardi asked Plaintiff to repair his dining room table which was used in Mayor Lombardi's Summer House.

67. The Plaintiff picked up the table in Narragansett, during Scheduled Work Hours and brought the table to his personal workshop to repair it. Once the repair was completed, Plaintiff delivered it back to the Narragansett Summer House during Scheduled Work Hours.

Plaintiff's Work at Defendant Lombardi's Volutro Street Property

68. October 31, 2019, Plaintiff was directed to repair a soffit on Defendant Lombardi's commercial property on Volturno Street during Scheduled Work Hours.

69. Upon information and belief, the supplies used to fix the soffit were purchased at Douglas Lumber.

70. In addition to the work on the soffit, the Plaintiff was directed to Defendant's Volturno property, at a later date to install FRP wall panels in the unit occupied by Tri-County Community Action Agency, also during Scheduled Work Hours. The FRP wall panels, adhesive caulking and trim materials were provided to the Plaintiff by Defendant Fuoroli.

71. Upon information and belief, these materials were purchased by Defendant Fuoroli at the North Providence Lowe's, using the North Providence Lowe's Card.

Plaintiff's Work on Defendant Lombardi's Narragansett Summer House

72. On July 12, 2019, Defendant Fuoroli directed the Plaintiff to respond to Defendant Mayor Lombardi's Summer House to replace the flue for the pool heater in the pool cabana and to also replace the rubber flashing on the cabana roof during Scheduled Work Hours.

73. When the Plaintiff arrived at the Defendant Mayor Lombardi's Summer House, the materials needed for the repairs were already there.

74. At some time just prior to March 31, 2021, Defendant Lombardi told the Plaintiff that his wife Carol Lombardi ("Mrs. Lombardi") wanted some shelves built for the hallway closet at Mayor Lombardi's Summer House. Defendant Lombardi directed the Plaintiff to go to his Summer House and speak with his wife about what she wanted.

75. The Plaintiff responded to Mayor Lombardi's Summer House during Scheduled Work Hours and met with Mrs. Lombardi, who directed the Plaintiff to install shelves into the hallway closet.

76. On or about March 31, 2021, the Plaintiff was directed by Defendant Fuoroli to meet him at the North Providence Lowe's where Fuoroli purchased plywood for the shelves.

77. Upon completing the work on the shelves, the Plaintiff texted a photo to Mrs. Lombardi's who responded "That looks fabulous! Thanks Mike" and added a smiley emoji.

78. On or about April 21, 2021, Defendant Fuoroli directed the Plaintiff and another Town of North Providence employee, Romeo D'Andrea ("D'Andrea"), to Defendant Mayor Lombardi's Summer House during Scheduled Work Hours, to do various repairs.

79. Mr. D'Andrea repaired the cement apron around the pool, by recementing several pieces of the pool coping. The Plaintiff fabricated and installed a piece of plexiglass screening on a basement window to stop rodents from entering.

80. At the beginning of May 2021, the Defendant Lombardi and Defendant Fuoroli directed the Plaintiff to Mayor Lombardi's Summer House to look at the unfinished interior walls of the pool cabana. The Plaintiff took some measurements and advised Defendant Lombardi what would be needed to complete the construction to the interior of the cabana.

81. On May 3, 2021, Defendant Fuoroli directed the Plaintiff to meet him at the North Providence Lowe's where Defendant Fuoroli purchased plywood, FRP wall panels, and PVC for Defendant Lombardi's pool cabana.

82. Upon information and belief, Defendant Fuoroli used the North Providence Lowe's Card to purchase the construction materials needed to complete the repairs to the interior of the cabana.

83. On May 11, 2021, Defendant Fuoroli again directed the Plaintiff to meet him at the North Providence Lowe's store where he purchased additional materials to be used at Defendant Mayor Lombardi's Summer House.

84. Defendant Fuoroli purchased lattice and directed Plaintiff to return to Mayor Lombardi's Summer House and install it on the deck of the Defendant Lombardi's property.

85. On May 11, 2021, and again on May 14, 2021, the Plaintiff returned and completed the work on Defendant Lombardi's Summer House during Scheduled Work Hours.

86. On June 10, 2021, Plaintiff was directed to make repairs to Defendant Lombardi's fence at his Summer House during Scheduled Work Hours. The materials needed for the fence repair included Azak vinyl, caulking and screws. Upon information and belief, the supplies were purchased at the North Providence Lowe's store on the North Providence Lowe's Card by Defendant Fuoroli.

87. On July 22, 2021, Mrs. Lombardi texted the Plaintiff two photos of the bathroom cabinet at Mayor Lombardi's Summer House and stated "Hi Mike, this is the cabinet that I would like to finish off with some decorative molding. Thanks!"

88. The Plaintiff spoke with Defendant Lombardi and advised him what supplies would be needed to complete the job. On or about August 18, 2021, Plaintiff was directed by Defendant Fuoroli to meet him at the North Providence Lowe's store. Defendant Fuoroli purchased the materials needed for the molding to be installed on Defendant Lombardi's cabinet in the Summer House.

89. On August 18, 2021, at 9:00 am, Mrs. Lombardi texted the Plaintiff stating, "Hi Mike, are you still planning on coming to my house today?" August 18, 2021, was a Wednesday, which was scheduled workday for the Plaintiff. The Plaintiff texted Mrs. Lombardi back stating,

“I am on Route four I’m on my way.” Mrs. Lombardi responded to the Plaintiff with a “thumbs up” emoji.

90. Plaintiff responded to the Defendant Mayor Lombardi’s Summer House and installed the decorative molding to the cabinet during Scheduled Work Hours.

Plaintiff’s Work at Defendant Lombardi’s Luxury Cleaners Lincoln

91. On November 9, 2021, Plaintiff replaced a furnace at Luxury Cleaners Lincoln location during Scheduled Work Hours.

92. Defendant Lombardi directed the Plaintiff to go to Quality Rentals on Charles Street, North Providence, to rent a lift for the furnace project, giving the Plaintiff his personal credit card.

93. Plaintiff responded to Luxury Cleaners Lincoln and installed the new furnace during Scheduled Work Hours.

94. In June of 2022, Defendant Lombardi contacted the Plaintiff and told him that the flue was rotted at the Luxury Cleaners Lincoln and that it needed to be replaced.

95. The Plaintiff went to view the flue and advised Defendant Lombardi what materials would be needed to do the repair. Defendant Lombardi informed the Plaintiff that he would tell Defendant Fuoroli what was needed.

96. On July 1, 2022, the Plaintiff was directed by Defendant Fuoroli to meet him at the North Providence Lowe’s store. Defendant Fuoroli purchased the materials to replace the flue vent at Luxury Cleaners Lincoln.

97. Upon information and belief, the materials used during the July 1, 2022, construction at Defendant Lombardi’s Lincoln commercial property, Luxury Cleaners, were purchased using the North Providence Lowe’s Card.

98. While Plaintiff was at Luxury Cleaners doing the repair, Defendant Lombardi was also present at the Lincoln business. Defendant Lombardi had his Town of North Providence vehicle parked at the side of the building.

Plaintiff's Discussions with the Town of North Providence Administration

99. After the Plaintiff finished the work at Luxury Cleaners Lincoln, Defendant Lombardi came over to the Plaintiff and thanked him. The Plaintiff told Defendant Lombardi that he was still waiting for the raise that he was promised.

100. Defendant Lombardi told the Plaintiff, "That can't be" and advised the Plaintiff that although he was on the way to New York that day, he would call Finance Director Maria Vallee ("Vallee") to tell her to put his raise through.

101. Days after the Plaintiff inquired about the status of his raise, Defendant Lombardi called the Plaintiff on his cellphone and instructed him to meet him at his office at Town Hall to discuss his hourly rate. Upon Plaintiff's arrival at Town Hall, Defendant Fuoroli also walked into Defendant Lombardi's office.

102. Defendant Lombardi told him that he could not give him a raise, but if he needed money, he "would give him cash to work on his property in the back of Town Hall." Defendant Lombardi had previously purchased a rental property at 18 Steere Avenue, North Providence, which was located behind Town Hall.

103. At that time, the Plaintiff reminded Defendant Lombardi that he still owed him for work done on another one of his commercial properties, which housed a hair salon.

104. In response, Defendant Lombardi advised the Plaintiff that he could work on his property located behind Town Hall and he would be paid overtime by the Town of North Providence.

105. Plaintiff told him he would no longer work on any of the Defendant Lombardi's personal properties during Scheduled Work Hours. Plaintiff advised Defendant Lombardi that he was very uncomfortable doing the work on his personal properties while he was supposed to be working on Town of North Providence buildings.

106. Defendant Lombardi became angry with the Plaintiff and his voice became raised. Defendant Lombardi told the Plaintiff, "If you tell anyone about this conversation, I will lie and deny, deny, deny that this conversation ever happened."

107. A few days after the meeting, Plaintiff was contacted by Roger Achille ("Achille"), who was then the Human Resource Director for the Town. Achille called the Plaintiff into his office and asked him if he received a raise, to which the Plaintiff stated "No".

108. At that time Achille asked the Plaintiff, "Did he ever ask you to work on his building behind the Town Hall." Plaintiff got became very concerned and nervous after hearing that question from Achille.

109. The Plaintiff stated to Achille, "I need a four-way meeting with Fuoroli, the Mayor and you." The Plaintiff told Achille that Defendant Fuoroli and Defendant Lombardi "are nothing but liars" and that he wanted Achille there for any meetings with Fuoroli and Lombardi going forward.

110. Achille said he would get back to Plaintiff, and would tentatively schedule a meeting for August 10, 2022, but that he would confirm the date and time with the Defendants Lombardi and Fuoroli.

111. Plaintiff waited for the notice that he was going to go in to meet with Achille, and Defendants Lombardi and Fuoroli.

112. Plaintiff was extremely stressed and nervous about the meeting, but he wanted to have the opportunity to tell Achille what had been going on with the work on both Defendant Fuoroli and Defendant Lombardi's properties.

113. Plaintiff was very concerned that after he disclosed to Achille what had been occurring during Scheduled Work Hours, he would be fired by Defendant Lombardi.

114. Upon information and belief, other Town of North Providence employees were also doing work on Defendant Lombardi's properties during Scheduled Work Hours. Upon information and belief, private contractors were working on Defendant Lombardi's personal properties while being compensated by the Town of North Providence.

115. The Plaintiff was prepared to give this information to Achille at the meeting scheduled for August 10, 2023.

116. On August 10, 2023, the date the meeting was to occur, Plaintiff was working with his coworker Mr. D'Andrea, at the Town library.

117. At approximately 8:30 am, Plaintiff started experiencing chest pains, heaviness in his chest and feeling like his chest was going to explode. Mr. D'Andrea noticed that the Plaintiff was in distress and asked Plaintiff what was wrong as he looked "pale and ill."

118. Plaintiff advised him that he was having severe chest pains and did not feel well. Mr. D'Andrea said "let me take you across the street to the fire station" to have you checked out.

119. D'Andrea drove the Plaintiff in a Town vehicle to North Providence Fire Station #1, which is located at 1835 Mineral Spring Avenue, North Providence, Rhode Island. As they walked into the station, they noticed that none of the firefighters were in the building, but out on a call.

120. Mr. D'Andrea called the Fire Chief Robert D'Angelis ("Chief D'Angelis") who was in his office on the 2nd floor and told him "Mike is having chest pains." Chief D'Angelis came down from 2nd floor with an emergency bag in his hands. Chief D'Angelis began to take the Plaintiff's blood pressure and stated that Plaintiff needs to be taken to the hospital emergency room immediately.

121. As there was no rescue at Station #1, D'Andrea asked Chief D'Angelis if he should take the Plaintiff to Station #2, to which the Chief D'Angelis responded, "I have already called them." A Rescue from Station 2 arrived and immediately hooked the Plaintiff up to an EKG machine.

122. Rescue personnel told Plaintiff that his blood pressure was extremely elevated and that he needed to be transported to a hospital. At some point while the Plaintiff was being treated by rescue personnel, he observed Defendant Fuoroli show up at the Fire Station. Defendant Fuoroli watched the paramedics work on Plaintiff, but did not speak directly with Plaintiff.

123. The Plaintiff was given nitroglycerine and was transported to the Miriam Hospital Emergency room, where he was treated.

124. The ER Physician at hospital questioned what was going on in Plaintiff's life to cause his extreme stress, at which time Plaintiff replied "work." The Plaintiff told the ER Physician that he was so nervous about having a meeting that day with Defendant Lombardi.

125. After spending most of the day in the Miriam Emergency Room, he was subsequently released and told to follow up with his primary care physician.

Plaintiff is Placed on Temporary Disability Insurance

126. His primary care Practitioner referred the Plaintiff to Providence Behavioral Health to deal with the extreme stress that he was experiencing.

127. Plaintiff remained out of work and under the care of his physician and mental health provider. Plaintiff received Temporary Disability Insurance until his benefits expired on December 10, 2022.

128. During the time that Plaintiff was under physician's care, he submitted several Physician's notes to the Town of North Providence authorizing him to be out of work due to extreme stress.

129. On September 13, 2022, the Plaintiff sent an email to Achille with his most recent Physician's note excusing him from work due to his medical condition. Achille responded back by email advising the Plaintiff that he had exhausted his "paid leave and protected FMLA," and that he would be placing him on unpaid leave. Achille also advised the Plaintiff that the Mayor, Defendant Lombardi, "approves employee unpaid leave."

130. On September 16, 2022, the Plaintiff again emailed Achille stating, "I just want to confirm that the leave I requested, that needed to accommodate my medical condition, has been approved." Achille responded back to the Plaintiff by email stating that the "leave need to be submitting(sic) the Mayor."

131. On November 16, 2022, Plaintiff again questioned Achille by telephone about his request for leave. Achille told the Plaintiff that he had to call Defendant Lombardi personally, to request to remain out of work.

132. The Plaintiff advised Achille that he could not speak with Defendant Lombardi due to his mental health and stated, "he is the reason I am out on stress." The Plaintiff told Achille that he it was Defendant Lombardi who "put me in this situation and put me in the hospital."

133. The Plaintiff told Achille that he had continued to provide notes from his physician to the Town of North Providence as was requested.

134. The Plaintiff was under the impression that Achille, as the head of Human Resources for the Town, would handle the leave request for him as requested due to the Plaintiff's mental health.

135. On November 18, 2022, Defendant Lombardi sent a North Providence Police Officer to Plaintiff's residence to deliver a letter terminating his employment, stating that Plaintiff was on unauthorized and unexcused leave.

136. The Town of North Providence used the pretext of "unauthorized and unexcused leave" to wrongfully terminate the Plaintiff after he had advised Defendant Lombardi that he would no longer violate the law by continuing to work on Defendants Lombardi and Fuoroli's personal properties during Scheduled Work Hours.

137. The Town of North Providence used the pretext of "unauthorized and unexcused leave" to wrongfully terminate the Plaintiff after he had requested a meeting with the Human Resources Director to advise of the violations of law which he had been ordered to commit over the course of his employment.

Plaintiff Notices the Town of North Providence of his Intent to Pursue Legal Action

138. Pursuant to R.I. Gen. Laws § 45-15-1 *et seq.*, on December 27, 2024, the Plaintiff sent a letter to the Town and Defendant Lombardi notifying them of the Plaintiff's intention to file suit. (Exhibit 1).

139. After providing notice to the Defendants of potential legal action, the Plaintiff was followed and photographed by an investigator believed to be hired by one or more of the Defendants, in an attempt to intimidate him, causing him additional emotional distress.

140. As a result of the fear instilled in him by the investigator, the Plaintiff filed a report with the Rhode Island State Police to report that on March 17, 2025, "he was followed and

photographed by a subject in a white pickup truck,” providing the registration plate on the vehicle. The vehicle is owned and operated by a retired Deputy Police Chief, who apparently works as a private investigator.

141. The Plaintiff has been subjected to improper and retaliatory actions, being terminated from his employment by the Defendants.

142. The Plaintiff refused to violate or assist to violate federal, state or local law, rule or regulation when he refused to work on Defendant Lombardi and Defendant Fuorili’s personal properties while being paid by the Town of North Providence.

143. Because the Plaintiff refused to further violate or assist to violate federal, state or local law, rule or regulation when he refused to work on Defendant Lombardi and Defendant Fuorili’s personal properties while being paid by the Town, Defendants unlawfully terminated him and inflicted emotional distress upon the Plaintiff.

144. The retaliation and emotional distress inflicted upon the Plaintiff was intentional.

145. The Defendants’ actions caused the Plaintiff to suffer loss of employment and extreme emotional distress, which continues to the present date.

CLAIMS FOR RELIEF

COUNT I

Violation of Rhode Island Whistleblowers’ Protection Act RIGL §28-50-1 et seq. (All Defendants)

146. Plaintiff restates and reavers all prior paragraphs as if stated fully herein.

147. Defendants, by their acts and/or omissions, including but not limited to those described herein, violated the Rhode Island Whistleblowers’ Protection Act insofar as Defendants terminated Plaintiff

148. Plaintiff complained of or was about to report Defendants and/or his managers/supervisors for violations of Rhode Island and/or federal, state or local law, rule or regulation.

149. As set forth herein, Plaintiff engaged in protected conduct which is defined under R.I.G.L. § 28-50-3.

150. Subsequent to engaging in protected conduct, Plaintiff was retaliated against by the defendant in violation of R.I.G.L. § 28-50-1 et seq.

151. Plaintiff has suffered and continues to suffer damages as a result of said Defendants' conduct.

COUNT II

Retaliation (Defendant Lombardi and Defendant Fuoroli)

152. Plaintiff restates and reavers all prior paragraphs as if stated fully herein.

213. Defendants' actions against Plaintiff were done intentionally.

214. Defendants' actions were extreme and outrageous, and intended to deter Plaintiff from engaging in a protected activity.

215. As a direct and proximate result of the Defendants' conduct, Plaintiff suffered and continues to suffer continues to economic damages and extreme emotional distress that no reasonable person could be expected to endure.

COUNT III

Negligent and Intentional Infliction of Emotional Distress (All Defendants)

216. Plaintiff restates and reavers all prior paragraphs as if stated fully herein.

217. Defendants' actions against Plaintiff were done negligently and intentionally.

218. Defendants' conduct was extreme, outrageous, and shocking of the conscious.

219. As a direct and proximate result of the Defendants' conduct, Plaintiff suffered and continues to suffer extreme emotional distress that no reasonable person could be expected to endure.

DEMAND FOR JURY TRIAL

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

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Lisa S. Holley, Esquire, as trial counsel.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Michael G. Charbatji respectfully requests that this Court enter a judgment in his favor against the Defendants Town of North Providence, Charles Lombardi and James Fuoroli as follows:

- A. Declaring his termination from employment with the Town a violation of Whistleblowers Protection Act;
- B. Further, Plaintiff Michael G. Charbatji demands the following relief jointly and severally against the Defendants:
 - a. Reinstatement to his position with the Town of North Providence, pursuant to R.I.G.L. § 28-50-5;
 - b. Back wages, front wages, full reinstatement of fringe benefits and seniority rights, pursuant to R.I.G.L. § 28-50-5;
 - c. Actual damages, including compensatory, doubled and trebled, and damages for emotional distress, punitive damages, and or/liquidated damages in an amount to be determined at trial;
 - d. Attorney's fees and costs;

- e. Pre-judgment and post-judgment interest;
- f. Such other and further relief as this Court deems just and appropriate.

Respectfully Submitted,

MICHAEL CHARBATJI

By his Attorney,

/s/ Lisa S. Holley

Lisa S. Holley, Esq. (#6606)

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Dated: June 10, 2025

EXHIBIT 1



Via USPS Priority Mail and email

December 27, 2024

Maria Vallee
Finance Director
Town of North Providence
North Providence Town Hall
2000 Smith Street
North Providence, Rhode Island 02911

Re: Michael Charbatji v. Town of North Providence
Case Number: Not Yet Filed

Dear Ms. Vallee:

Please be advised that I have been retained by Mr. Michael Charbatji, to represent him with respect to matters arising out of his employment with the Town of North Providence ("Town"). Based on my preliminary investigation, it is clear that the Town has wrongfully discharged him and has unlawfully retaliated against him in violation of the Whistleblowers Protection Act, as well as other violations of Rhode Island and federal laws.

Pursuant to R.I. Gen. Laws § 45-15-1, this letter should serve as notice that Mr. Charbatji intends to commence a lawsuit against the Town, Mayor Charles A. Lombardi ("Lombardi") and Director of Public Buildings James "Jim" Fuoroli ("Fuoroli"), in their official and individual capacities in the United States District Court, for the District of Rhode Island.

Mr. Charbatji will be seeking compensation for back pay, lost benefits, compensatory damages, punitive damages, attorney fees and costs. In addition to claims of retaliation and unlawful employment practices, my client intends to seek redress in the courts for Intentional Infliction of Emotional Distress.

The description of facts contained herein is not intended to be exhaustive and we hereby specifically reserve the right to supplement and/or modify the facts as further investigation dictates.

WRONGFUL TERMINATION/WHISTLEBLOWER

Should this matter proceed to litigation, Mr. Charbatji will allege several claims of retaliation and unlawful employment practices. Foremost, he will prove that his employment was unlawfully terminated after he refused to do work on Mayor Lombardi's personal real estate

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during work hours while he was being compensated as an employee of the Town of North Providence.

Mr. Charbatji first met Mayor Lombardi and Director Fuoroli in Spring of 2017 when he was a licensed registered contractor doing business in the State of Rhode Island. After completing a project at Lombardi's beach house in Narragansett, Rhode Island, he was offered a position to work for the Town. As a result of the offer, Mr. Charbatji ceased his private business and became a Town employee in July of 2017.

During his employment with the Town, he was ordered to report to various properties personally owned by Lombardi and Fuoroli to do construction repairs. This construction occurred while Mr. Charbatji was on Town time and being paid by the Town. Lombardi did not personally compensate Mr. Charbatji for the construction work on his property. The properties included Lombardi's personal beach house at 35 East Pond Road, Narragansett, his investment rental property at 10 Irvings Path, Narragansett, his dry-cleaning business and property at 1526 Smith Street, North Providence, his personal condo at Lousquisset, North Providence, and Fuoroli's home at 53 Kiley Street, North Providence. Mr. Charbatji was directed by Fuoroli to report to those locations to make repairs and renovations.

Fuoroli would direct my client to leave the Town vehicle on Town property and to drive his own personal vehicle to travel to Lombardi's properties. Mr. Charbatji became increasingly uncomfortable with the repeated demands that he work off site. Additionally, Mr. Charbatji had reason to believe the supplies were being purchased with a Town credit card.

In July of 2022, Mr. Charbatji was called in to meet with Lombardi in his office. Lombardi told him that he had work to be done at a property that he had purchased behind Town Hall on Steere Street. Lombardi told Mr. Charbatji that he could not offer him a raise, but that he would pay him in cash to work on the Steere Street property. Mr. Charbatji refused and told Lombardi he would not be working on his personal properties any longer. Lombardi told Mr. Charbatji that he would "deny, deny, deny that the conversation happened."

Mr. Charbatji attempted to continue his employment with the Town, until on August 10, 2022, he was again called to meet with Lombardi and Fuoroli in Town Hall. Prior to attending the meeting, Mr. Charbatji's coworker expressed concern that he did not look well and asked if he felt okay. Mr. Charbatji indicated that he was not well. His coworker immediately took Mr. Charbatji to a fire station to have his blood pressure checked. After a reading was taken by the North Providence Fire Department personnel, Mr. Charbatji was transported to the hospital by rescue for medical attention.

As a result of the anxiety and stress caused by Lombardi and Fuoroli, Mr. Charbatji remained on sick leave under a physician's care. On November 18, 2022, Mr. Charbatji received a letter from Lombardi terminating his employment stating a pretextual reason "unauthorized leave of absence" despite Mr. Charbatji providing a physician's note.

Should this matter proceed to litigation, Mr. Charbatji will prove that his termination was in retaliation for refusing to work at Lombardi's personal properties. We will provide evidence to show the dates, times and locations of the work, as well as photographs and descriptions of the

construction and repairs completed.

Pursuant to Rhode Island General Law, Title 28 Labor and Labor Relations, Chapter 28-6.4 Inspection of Personnel Files, we hereby demand to view Mr. Charbatki's personnel file. Rhode Island Law mandates upon request, you must permit said inspection.

§ 28-6.4-1. Inspection of files.

(a)(1) Every employer shall, upon not less than seven (7) days advance notice, holidays, Saturdays, and Sundays excluded, and at any reasonable time other than the employee's work hours and upon the written request of an employee, permit an employee to inspect personnel files which are used or have been used to determine that employee's qualifications for employment, promotion, additional compensation, termination, or disciplinary action. This inspection shall be made in the presence of an employer or employer's designee.

You are hereby placed on notice to preserve all written or electronic communications between and by Lombardi, Fuoroli and others relating to my client. Additionally, Mr. Charbatji hereby notifies the Town to preserve all electronically stored information, copies and backup, as defined by Rule 34 of the Federal Rules of Civil Procedure, along with any paper files which the Town maintains, relevant to this dispute. We will be seeking in discovery electronic data in your custody and control that is relevant to this action, including without limitation emails and other information contained on any computer systems and any electronic storage systems.

We further trust that you will continue to preserve such electronic data and paper files throughout this litigation.

The foregoing is not intended to be a complete recitation of all applicable law and/or facts, and shall not be deemed to constitute a waiver or relinquishment of any of Mr. Charbatji's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved, including his right to all available remedies against the Town of North Providence, Mayor Charles Lombardi and Director James Fuoroli, in their individual and official capacities, including but not limited to the recovery of costs and attorneys' fees.

Please contact me as soon as possible at (401) 400-2850, but no later than thirty (30) days should you wish to resolve this matter prior to Mr. Charbatji filing suit.

Sincerely,

/s/ Lisa S. Holley

Lisa S. Holley, Esq.

Cc: Town Council President Dino Autiello