

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

JOHN P. FERREIRA;  
FERREIRA CONSTRUCTION CO., INC.;  
J&J MATERIALS CORP.;  
DAVIS STREET INVESTMENT, LLC; and  
THE JPF FAMILY LIMITED PARTNERSHIP

Plaintiffs,

v.

TOWN OF REHOBOTH;  
CHRISTOPHER MORRA, *individually and in his official  
capacity as a member of the Board of Selectmen  
For the Town of Rehoboth, Massachusetts;*  
KENNETH FOLEY, *in his official capacity as a member  
of the Board of Selectmen for the Town of Rehoboth,  
Massachusetts;*  
FREDERICK VADNAIS, *in his official capacity as a  
member of the Board of Selectmen for the  
Town of Rehoboth, Massachusetts; and*  
JOHN DOES/JANE DOES, *individually and  
in their capacities as Elected or Appointed  
Town officials.*

Defendants.

JURY TRIAL DEMANDED  
C.A. No.

**COMPLAINT**

The Plaintiffs file this action seeking injunctive relief and monetary damages resulting from the Town of Rehoboth and the individual Defendants violation of the Plaintiffs' constitutional rights to equal protection of the laws, substantive due process, free speech, peaceable assembly, petition the government for a redress of grievances and the right to the use and enjoyment of their property. In particular, Defendants led by Christopher Morra have used their authority and power as purported public servants to engage in a campaign to illegally harass, intimidate, scrutinize and interfere with Ferreira and his businesses. Moreover, the individually named defendants, in particular Christopher Morra, have individually and

collectively, defamed Ferreira, exposing him to public contempt and ridicule in the very community where he lives and works and have tortiously interfered with his contractual and advantageous business relationships. Finally, Morra has breached his settlement agreement with Ferreira.

Accordingly, the Plaintiffs assert claims for (1) violation of their civil rights under 42 U.S.C. §1983 and Mass. Gen. Law c. 12, §§ 11H-11I; (2) conspiracy; (3) intentional interference with contractual and advantageous business relations against Morra and certain individual Defendants in their individual capacities; (4) intentional infliction of emotional distress against certain individual defendants in their individual capacities; (5) defamation/defamation per se against Christopher Morra in his individual capacity; and (6) breach of contract against Christopher Morra in his individual capacity.

### **PARTIES**

1. Plaintiff, John P. Ferreira ("Ferreira"), is an individual who resides in Rehoboth, Massachusetts.

2. Plaintiff, Ferreira Construction Co., Inc, is a Massachusetts corporation with a principal place of business at 71 Fall River Avenue, Rehoboth, Massachusetts. Ferreira is president of this company.

3. Plaintiff, J&J Materials Corp., is a Massachusetts corporation with a principal place of business at 71 Fall River Avenue, Rehoboth, Massachusetts. Ferreira is president of this company.

4. Plaintiff, Davis Street Investment, LLC, is a Massachusetts limited liability corporation with a principal place of business at 71 Fall River Avenue, Rehoboth, Massachusetts. Ferreira is a trustee of this limited partnership.

5. Plaintiff, JPF Family Limited Partnership ("JPF") is a Massachusetts limited partnership with a principal place of business at 71 Fall River Avenue, Rehoboth, Massachusetts. Ferreira is principal of this company.

6. Defendant the Town of Rehoboth is a body corporate and politic established under the laws of the Commonwealth of Massachusetts. Rehoboth has adopted a "limited town meeting" form of government, with general executive powers vested in the Board of Selectmen. The Board of Selectmen, which consists of three elected Selectmen elected for a term of three years at an annual town election, is vested with the power of general management of the property and affairs of Rehoboth in all matters, except those matters and/or powers vested in the other elected officials/boards of Rehoboth. Primary among the boards relevant to this action are: (1) the Conservation Commission, which consists of 7 members, all of whom are appointed by the Board of Selectmen, and are responsible for the exercise of the state and town's conservation and wetland protection laws; (2) the Rehoboth Planning Board, which consists of seven (7) members elected at an annual town election and is vested with the authority and power to make careful studies of the resources and needs of the town, make plans for the development of the town, and approve or deny development, subdivision, or land use plans; and (3) the Gravel Committee, which consists of the members of the Board of Selectmen, one member of the Planning Board, and one member of the Conservation Committee and is vested with the authority and power to enforce and administer the Town's By-Laws pertaining to Gravel Operations.

7. Defendant Christopher Morra ("Morra") is an individual who, upon information and belief, resides in Rehoboth, Massachusetts. Morra is an elected member of the Board of Selectmen, is the Chairman of the Board of Selectmen, and is being sued both individually and in his capacity as a member of the Board of Selectmen.

8. Defendant Kenneth Foley is an individual who, upon information and belief, resides in Rehoboth, Massachusetts. He is a member of the Board of Selectmen and is being sued in his official capacity as a member of the Board of Selectmen.

9. Defendant Frederick "Skip" Vадnais is an individual who, upon information and belief, resides in Rehoboth, Massachusetts. He is a member of the Board of Selectmen and is being sued in his official capacity as a member of the Board of Selectmen.

10. John Does/Jane Does are anonymous individuals who, upon information and belief, reside in Rehoboth, Massachusetts, and are elected and/or appointed Rehoboth town officials who have aligned with Morra and who have, under Morra's direction or due to his influence, joined and engaged in acts in furtherance of the conspiracy alleged herein by using their authority to harass and discriminate against Ferreira. John Does/Jane Does are being sued both individually and in their official capacities

### **JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1331; and principles of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) because upon information and belief the individual Defendants all reside in Massachusetts and the Town of Rehoboth is located in Massachusetts.

### **GENERAL ALLEGATIONS**

#### **Ferreira: Respected Rehoboth Citizen and Businessman**

13. Ferreira is a life long resident and dedicated citizen of Rehoboth, Massachusetts. Additionally, Ferreira is a developer and businessman in the town, running a number of highly successful Rehoboth based businesses involved in construction and development work throughout Rehoboth. These businesses include, but are not limited to: Ferreira Construction

Co., Inc., J&J Materials Corporations, and Davis Street Investment, LLC.

14. Through Ferreira Construction Co, Inc., J&J Materials Corporation, and Davis Street Investment, LLC as well as his other Rehoboth based companies, Ferreira employs and regularly conducts business with Rehoboth citizens.

15. During the relevant time periods, Ferreira and his businesses were involved in development and construction work on four parcels of land in Rehoboth, Massachusetts: the Kingsley Estates project ("Kingsley Estates"), the Rolling Hills/Birchwood project ("Birchwood"), the Holstein project ("Holstein"), and the Rocky Run Phase II project ("Rocky Run"). The Kingsley Estates and Rocky Run projects are currently in development and construction stage.

16. Kingsley Estates is a twenty-three (23) lot residential subdivision project located on Davis Street in Rehoboth, Massachusetts. The permitting process for this subdivision project began in early 2007 and was approved by the Rehoboth Planning Board as a definitive subdivision in the spring of 2007. Subsequently, construction and development began on Kingsley Estates in the summer of 2007, but due to various activities by the Town of Rehoboth and Morra alleged herein, that construction and development came to a complete standstill for approximately six weeks during the fall of 2007 (with at least six partially built houses sitting idle).

17. Birchwood is a twelve (12) lot residential subdivision project that is located on Birchwood Drive in Rehoboth. Ferreira permitted and developed the land between 2006 and 2007. Of the 12 lots, only two (2) have not been sold.

18. Holstein is a plot of land owned by Mr. Jeffrey Holstein of Rehoboth, Massachusetts and is located on Great Cedar Swamp Road in Rehoboth. Mr. Holstein hired

Ferreira to do the site work in preparation for the building of a barn and a single family house by Mr. Holstein. Ferreira completed the site work but due to personal circumstances of the owner, the barn and single family home was never built.

19. Rocky Run is a thirty-one (31) residential lot subdivision project located of Cameron Way and Pleasant Street in Rehoboth, Massachusetts. The Planning Board approved development of the land in April 2007. Subsequently, construction and development began on the Rocky Run, but due to various activities by the Town of Rehoboth and Morra alleged herein, construction and development is at a standstill.

20. In the fall of 2005, Morra, a newcomer to Rehoboth, requested Ferreira's support in his bid for a seat on the Board of Selectmen. Ferreira and Morra knew each other because, among other things, Morra's company, National Security, was performing monitoring services for Ferreira's companies. Ferreira informed Morra that he would not be able to officially support him, as he had already pledged his support to another candidate. Morra told Ferreira that he was making a mistake and vowed that he would regret the decision.

21. Following his decision not to endorse Morra, Ferreira began hearing that Morra was disparaging him in conversations with citizens of Rehoboth.

#### **Morra Abuses Power Spurring Recall Election Movement**

22. In April 2006, Morra was elected to the Board of Selectmen.

23. At the time Morra was elected a Selectman, a lawsuit he had filed against the Rehoboth Conservation Commission was pending in Bristol Superior Court. Morra filed the lawsuit to challenge the Conservation Commission's execution of an Enforcement Order ordering Morra to "immediately cease and desist ... from further activities affecting the Buffer

Zone and/or wetland resources area” on his property”, i.e. to stop the improper filling of wetlands.

24. Shortly after he was elected, Morra replaced all of the members of the Conservation Commission. Once the Conservation Commission had all new members (different from those who had issued the cease and desist order against Morra), Ken Foley, a Conservation Commission member appointed by Morra and a close friend of Morra’s (who today is a Selectman and a defendant in this case), made a motion to release the cease and desist order. The motion passed.

25. In the spring of 2007, a large number of Rehoboth citizens, dissatisfied with Christopher Morra’s performance and perceived abuses of power as a member of the Board of Selectmen, formed a group called “Reclaim Rehoboth” with the purpose of organizing a recall election to remove Morra from the Board of Selectmen (the “Recall Election movement”). The group accused Morra of using his position as a Selectman to pursue private agendas and vendettas and of having a pattern of implied threats and intimidating board, committee, police and fire department members. Ferreira supported the Recall Election movement, actively helping the group by permitting concerned Rehoboth citizens to gather at his family home for campaign strategy sessions and to air grievances.

26. Although Ferreira was only one of many Rehoboth citizens involved in the Recall Election movement who were concerned about Morra’s abuses of office, Morra chose to target Ferreira in particular in his response to the Recall Election movement.

27. Ferreira’s cousin, Elizabeth Doyle, served on the Town of Rehoboth’s Finance Committee. In June 2007, Morra visited Elizabeth Doyle’s father and told him that he would not be reappointing his daughter to the Finance Committee. During the conversation, Morra insulted

Ferreira and stated, in sum and substance, your daughter is not doing what I tell her to do so she is being removed from the committee.

28. Morra followed through and refused to reappoint Ms. Doyle to the Finance Committee claiming she was “ruled” by Ferreira. In protest to Morra’s move, four other members of the Finance Committee resigned and 125 citizens of Rehoboth, including Ferreira, appeared at a Board of Selectmen meeting to lobby for the re-appointment of Ms. Doyle and the other four members of the Finance Committee. The two other Selectmen on the Board voted to re-appoint these individuals to the Finance Committee. However, Morra, angered by such a show of protest against him, vowed on his way out of the meeting that night, that he was going to “get” everyone who came to the meeting in protest.

#### **Morra Begins His Campaign of Intimidation, Harassment, and Discrimination**

29. Thus began Morra’s full-blown campaign of intimidation, harassment and discrimination against John Ferreira. Shortly after that meeting, on July 2, 2007, Ferreira was watching a meeting of the Gravel Committee on public access television and heard the Committee discussing alleged violations of the Gravel By-Law at his Birchwood and Kingsley Estates developments. The Committee did not provide Ferreira notice of this public meeting in violation of state and town law. Ferreira immediately headed to the meeting to be heard on the issue. When Ferreira arrived at the meeting to defend the legality of his development projects, Morra refused to allow him to speak. The Committee then voted to issue a cease and desist order prohibiting any further gravel work on the Birchwood property, effectively stalling Ferreira’s development of the land.

30. On July 6, 2007, the Town Administrator, on behalf of the Gravel Committee, notified Ferreira that a hearing on the cease and desist order could be scheduled on either July 23, 2007 or July 25, 2007. Ferreira immediately contacted the Town Administrator to inform



him that the hearing should be scheduled on July 23, 2007, as he and his counsel would be unavailable on July 25, 2007. Despite this notification, the Gravel Committee, on which Morra sits, then scheduled the hearing for July 25, 2007. Only after persistent effort by counsel for Ferreira did the Gravel Committee reschedule the hearing to August 8, 2007.

31. At the August 8, 2007 hearing, which Morra attended, the Gravel Committee did not rule on the Birchwood Estates issue, but instead deferred the question as to whether Ferreira's gravel operations were in compliance with Town By-laws to Town Counsel - only further stalling Ferreira's development work.

32. On or about July 10, 2007, as a result of Morra's ongoing harassment, Ferreira ceased doing business with Morra's National Security Company.

### **Morra Lashes Out at Ferreira**

33. As the summer of 2007 progressed, Ferreira continued to aid the Recall Election movement by having group meetings at his house and helping the group 'Reclaim Rehoboth' gather over 1300 signatures in support of the recall vote.

34. On August 13, 2007 the Reclaim Rehoboth Political Action Committee presented 1300 signatures on petitions to recall Morra to the town clerk Kathleen Conti. Morra challenged the signatures on the recall petition in court. During the public hearing at the town hall where Morra challenged the validity of the signatures, counsel for Morra questioned petitioners individually as to their affiliation with John Ferreira. Those who had signed the petition in favor of the recall election were asked on the witness stand if they knew John Ferreira, if they were related to John Ferreira or if they worked for John Ferreira. No other participant or organizer of the recall effort was singled out in this fashion. Morra ultimately filed a lawsuit on the validity of the signatures with the Superior Court. As a result of the suit, the recall petitions were

redesigned.

35. Following Morra's challenge, petitions were re-submitted and the Citizens of Rehoboth were successful in obtaining a recall election. Ferreira continued his active and prominent support of the Recall Election movement throughout.

36. As the Recall Election movement activities increased, so did the vindictiveness of Morra. In retaliation for Ferreira's participation in the Recall Election movement, on August 24, 2007, Morra, individually and without authority, issued another illegal cease and desist order applying to all material removal at Kingsley Estates. Upon information and belief, Morra unilaterally issued this cease and desist order despite certain members of the Gravel Committee and other Town Officials, including the Building Official, advising him that the issuance of the Kingsley Estates cease and desist order was illegal.

37. Upon information and belief, town counsel for the Town of Rehoboth -- Max Volterra -- wrote a letter explaining that the Board of Selectmen's interpretation of the Gravel By-Law with respect to Ferreira's developments was not only inconsistent with precedent but would not withstand scrutiny. Morra's response was to terminate Volterra's engagement and retain current town counsel Jonathan Silverstein of Kopelman & Paige.

38. Upon information and belief, Morra then called the Rehoboth Police Department and ordered them to arrest Ferreira if he failed to comply with either cease and desist order.

39. As a result of these cease and desist orders, Ferreira, individually and on behalf of two of his companies filed suit in Bristol Superior Court on August 29, 2007 against the members of the Gravel Committee in their official capacity, the Town Treasurer in her official capacity, and Christopher Morra in his official and individual capacities. The complaint sought declaratory and injunctive relief from the illegal cease and desist orders promulgated by the

Gravel Committee and Christopher Morra.

**Morra Begins a Pattern of Falsely Accusing and Defaming Ferreira**

40. Morra's harassment of Ferreira extended beyond the issuance of illegal cease and desist orders, as Morra began, around the time of the filing of the August 27, 2007 law suit, what would become a pattern of making false accusations about Ferreira with town, state, and federal agencies. On or about August of 2007, Michael O'Hern received an anonymous complaint that Ferreira did not have a fence surrounding his pool and that a cell tower located on his land violated the Town of Rehoboth's zoning laws. O'Hern looked into the complaint, obtained compliance from Ferreira with respect to the fence around the pool and found the cell phone tower to be in compliance with the town of Seekonk regulations (the cell tower was actually located on Seekonk town land).

41. Upon information and belief, approximately two weeks later, Morra visited O'Hern demanding an investigation into the anonymous complaint and stating that he had a surveyor's map that showed the cell tower was located in Rehoboth, which was not the case.

42. Beginning in the fall of 2007 and continuing into the winter of 2008, Morra also began calling the Department of Environmental Protection on a regular basis to complain about Ferreira, accusing him of illegal filling of wetlands and gravel removal. The Department of Environmental Protection took no action with respect to Morra's allegations and complaints.

43. In addition to these false complaints, Morra began making defamatory statements about Ferreira. For example, in the fall of 2007, Morra told Sergeant James Madeiros of the Rehoboth Police Department that he should be wary of Ferreira, who was a "criminal and a thug." Morra made similar statements to Michael O'Hern, Rehoboth's building inspector and zoning official. As the Recall Election movement and the August 29, 2007 lawsuit progressed,

these defamatory statements only increased in number and malice.

**Morra Reneges on Settlement Negotiations As the Recall Election Date Is Set**

44. By November 2007, all parties to the August 29, 2007 litigation were prepared to participate in a settlement conference. At the conference which was attended by Morra, counsel for Rehoboth as well as Ferreira's counsel, the case was settled and the parties agreed to the essential terms of a Consent Judgment, settling all claims between Ferreira and the town officials named in the Complaint, and a private Settlement Agreement, settling the claims between Ferreira and Morra. Moreover, all parties agreed that the terms need only be reduced to writing and further that all paperwork would be finished by January 2008 before counsel for the town and Morra left for a month long trip.

45. By early December, the Recall Election movement, with John Ferreira's support and help, had succeeded in setting an official recall election date for January 7, 2008. Having overcome Morra's multiple attempts to challenge the signatures required to initiate a recall election on a legal technicality, the Recall Election movement stepped up campaign efforts to convince voters to vote against Morra so as to protect Rehoboth from further abuses of power.

46. Angered by the persistent and successful efforts of the Recall Election movements to set a recall election date, Morra threw a wrench in the settlement negotiations with Ferreira. In late December 2007, after several versions of the Consent Judgment and Settlement Agreements had been exchanged between counsel for the parties, Morra reneged on several of the previously agreed to terms of the Settlement Agreement between he and Ferreira, including (1) Morra's promise to remove all defamatory/libelous/negative statements about Ferreira posted on a website established and run by Morra in response to the Recall Election Movement; and (2) Morra's agreement to a mutual non-disparagement provision.

47. Morra, knowing full well that his counsel was to leave town for a month in early

January, refused to sign the Consent Judgment or the Settlement Agreement. As the settlement negotiations remained in limbo, Ferreira was unable to re-commence important work on the Birchwood and Kingsley Estates.

#### **Consent Judgment and Settlement Agreement Finally Finalized**

48. Morra rebuffed all attempts to finalize the Consent Judgment and Settlement Agreement while the Recall Election campaign continued. On January 7, 2007, Morra narrowly survived the recall election. Even then, Morra stalled the settlement negotiations for nearly three additional months, refusing to agree to either the Consent Judgment or the Settlement Agreement until March of 2008, when the Consent Judgment was finally entered and the Settlement Agreement signed by Ferreira and Morra.

49. In the Consent Judgment, Ferreira agreed to complete certain work and actions in conjunction with the Town Boards and their representatives in order to move forward his development projects.

50. In the Settlement Agreement, among the agreed provisions, Morra and Ferreira agreed to a mutual non-disparagement clause, under which both would “not speak, write and/or otherwise convey, publish or transmit any statement, utterance, electronics transmission, writing and/or other message, whether written or oral, to any individual and/or third party that harms or may harm either Party’s character, reputation and/or standing in the community.”

#### **Morra Accuses Ferreira of Violent Behavior**

51. After winning the Recall Election, Morra’s anger and vindictiveness towards Ferreira only intensified. Shortly after the Recall Election, in February of 2008, Morra was allegedly assaulted by two men outside of his place of business in East Providence, Rhode Island. Although a police investigation did not find that the purported assault had anything to do with political activities in Rehoboth, Massachusetts, Morra promptly appeared on local news

stations to talk about the alleged attacks and claimed that the attacks were clearly connected to his “enforcement” of town laws, which was interfering with some people’s income streams. Morra, without evidence to back up the accusations, went further and explicitly stated that the attacks were politically motivated and connected to his position as Selectman in Rehoboth and that his political adversaries had put a “hit on him.” The police investigating the incident **never** corroborated this groundless theory.

52. Although Morra did not mention Ferreira explicitly in these news appearances, given Ferreira’s conspicuous participation in the recent Recall Election, Morra’s consistent, public disparagement of Ferreira, as well as Morra’s continual targeting of Ferreira and his development projects at various town board/committee meetings, Morra’s very public comments in the local news clearly implied that Ferreira had “hired” thugs to purportedly assault Morra - an utterly baseless and egregious accusation. Moreover, upon information and belief, in private Morra accused Ferreira of being behind the “hit” on him to board members and citizens of Rehoboth. These statements continued even after he signed the Settlement Agreement prohibiting him from disparaging Ferreira.

#### **Morra Lodges False Criminal Complaints Against**

53. Not only did Morra imply on local news that Ferreira was responsible for “putting a hit on” him, but he intensified his campaign of harassment, intimidation, and discrimination against Ferreira by, upon information and belief, repeatedly contacting the FBI and lodging baseless and false oral complaints about Ferreira, asserting, *inter alia*, that Ferreira has bribed Rehoboth officials and engaged in a host of other illegal behavior. Upon information and belief, the FBI never initiated a formal investigation into Morra’s baseless accusations.

54. Despite the fact that the FBI has not launched a formal investigation into the baseless complaints lodged by defendant Morra, Morra has continually made public statements

of fact stating that Ferreira is under investigation by the FBI for various illegal activities - conduct which not only severely damages Ferreira's personal and professional reputation, but also prejudices the very people responsible for approving or evaluating his development applications before various Rehoboth town boards. Among the recipients of Morra's defamatory statements are: Barbara Vadnais, former member of the Conservation Commission; Michael O'Hern, the Rehoboth Building Inspector; Kopelman & Paige, counsel for the town of Rehoboth; and James Hoyle, an engineer for PARE, an engineering group hired by Rehoboth to conduct evaluations connected to various permits - all people who have or had a duty to objectively evaluate Ferreira's development projects. What is more, at a recent court hearing in Massachusetts in a lawsuit involving Ferreira and various town officials, including Morra, counsel for Rehoboth told the presiding judge in open court that the FBI, the Rhode Island Attorney General, and local police were investigating Ferreira for illegal behavior - an accusation that is patently false.

**Morra Further Abuses His Authority and Defames Ferreira to Rehoboth Town Officials**

55. In addition to lying to the FBI and causing Ferreira to be defamed in open court, Morra routinely abused his authority as a member of the Board of Selectmen by coercing members of other town boards or commissions to vote according to his mandate - a mandate which required denial of any application put forth by Ferreira or his businesses - and lying to those members about Ferreira in order to prejudice them against Ferreira's projects.

56. Between 2006 and 2008, but particularly since the Recall Election movement began in the spring of 2007, Morra regularly contacted at least one member of the Conservation Commission, Barbara Vadnais (whom Morra appointed), on a daily basis to discuss the applications before the Conservation Commission - over which he has no authority- and directed

her on how to vote or act on those applications. Morra further directed Vадnais to always vote against Ferreira and/or his projects or applications pending before those Commission, regardless of whether Ferreira was in compliance with all relevant town by-laws and ordinances. Morra was not subtle about his intentions as he routinely told Ms. Vадnais that he was “out to get Ferreira” and “wanted to stop John Ferreira and his various developments in the Town.” A true and accurate copy of the Affidavit of Barbara Vадnais is attached hereto as Exhibit A (herein “Vадnais Aff.”).

57. To encourage Ms. Vадnais to vote against Ferreira, Morra explicitly told Ms. Vадnais, while she was on the Conservation Commission, that Ferreira was being investigated by the FBI and that Ferreira had hired thugs to assault him in March 2008. All such statements are false. Vадnais Aff. ¶12, ¶

58. During this same period, Ms. Vадnais noticed an increasing tendency of another recently appointed member of the Conservation Commission, Donna Choate, to engage in biased behavior against Ferreira and irrationally challenge the applications of Ferreira and his businesses. Vадnais Aff. ¶14.

59. Ms. Vадnais reported this troubling observation to Morra who told Ms. Vадnais “I wouldn’t disagree with Donna if I were you.” Ms. Vадnais responded that the unjustified denials of Ferreira’s applications by Morra and his supporters on the Conservation Committee would just result in lawsuits against the Town and therefore increased litigation expenses. Morra responded that he did not care about the expense to the Town, adding “look what John Ferreira did to me.” Vадnais Aff. ¶14

60. Subsequently, at a May 2008 Conservation Commission meeting, the Commission met to discuss a certain gravel pile Ferreira had removed by order of the



Conservation Commission in or about April 2008. Most of the members of the Conservation Commission noted that Ferreira had timely complied with the order. However, Ms. Choate disagreed and insisted that Ferreira was not in compliance. Ms. Vadnais spoke up and said that Ferreira had complied, but Ms. Choate continued to disparage Ferreira over the gravel removal issue. Vadnais Aff ¶¶15-16.

61. Although Ms. Vadnais was no particular friend of Ferreira herself, she refused to follow Morra's orders to not speak against Ms. Choate during Conservation Commission meetings or to vote against any and all Ferreira projects before the Conservation Commission. As a consequence of her refusal to bend to Morra's illegal demands and her efforts to fairly and appropriately apply the laws of the Commonwealth and Rehoboth to all applicants before the Conservation Commission, including Ferreira, Ms. Vadnais lost her position on the Conservation Commission. Shortly after her meeting with Morra, when Ms. Vadnais was up for re-appointment to the Conservation Commission, Selectman Foley, whom Morra controls, informed her that they would not be reappointing Ms. Vadnais because Morra said she was in Ferreira's camp. Vadnais Aff. ¶¶18-19.

62. Morra's tortious, malicious, and coercive behavior against Ferreira has been witnessed by more than just Ms. Vadnais. Upon information and belief, Morra has used his position as Town Selectman to threaten and coerce many other town officials, such as those on the Planning Board, Conservation Commission, and the Board of Health, to abuse their power and vote or rule against Ferreira regardless of Ferreira's compliance with the Town's by-laws and procedures.

63. Morra has even used his authority as Town Selectman to turn Rehoboth town authorities against Ferreira and defame his name, by telling both appointed and elected Rehoboth

town officials that Ferreira pays off town officials to get his way, violates town laws, and that Ferreira hired thugs to purportedly assault Morra in February of 2008. All of these statements are completely false.

64. Those town officials appointed by the Board of Selectmen, (e.g., officials in the Conservation Commission and the Board of Health), who do not follow lockstep with Morra's campaign against Ferreira, like Ms. Vadnais, have been not been re-appointed to their positions. In fact, in addition to Ms. Vadnais, Morra and Foley refused to re-appoint two long standing members of the Town Board of Health, alleging they were pro-Ferreira simply because they had issued favorable rulings regarding Kingsley Estates - rulings which were legitimate and legally valid.

65. Morra's abuses even taint the Town's hiring process and are clearly intended to make those who even casually associate with Ferreira fearful. For instance, during the Board of Selectmen's interview process in September of 2008 for a new Chief of Police, Morra had Foley ask each candidate if they had attended Ferreira's annual barbeque in August of 2008.

66. Through this campaign to "get John Ferreira," Morra has breached the Settlement Agreement he signed on March 27, 2008. By disparaging and defaming Ferreira in the very community in which he lives in works, Morra has clearly harmed Ferreira's personal and professional reputation and character in the Rehoboth community in violation of the mutual non-disparagement clause of the Settlement Agreement.

#### **Defendants Use Town Laws to Harass and Intimidate Ferreira**

67. On April 8, 2008, Ken Foley was elected a Selectman for the Town of Rehoboth. Morra and Foley are close friends. Upon information and belief, Foley follows Morra's lead and direction on most Board of Selectmen matters. Morra and Foley's relationship goes back to the mid-1990's and their activities in East Providence business and politics. During this time,

Morra, who at the time sat on the East Providence Zoning Board, was instrumental in helping Foley obtain a permit to open a recycling facility in East Providence. The permit had previously been denied by the Zoning Board and that denial had been upheld by the Court. As a result of Morra's help with the permit, Foley was able to start Pond View Recycling, Inc. in East Providence in 1997. Pond View Recycling, Inc. has had annual sales of over four million dollars.

68. As a further example of Morra's and by default, the Town of Rehoboth's disparate treatment of Ferreira, on or about April 22, 2008 - barely a month after signing the Consent Judgment and Settlement Agreement - the Defendants inappropriately attempted to exercise a statutory right which would deprive Ferreira of nearly 77 acres of land (the "Rocky Run development") that Ferreira had already been developing for over a year pursuant to a Planning Board approval.

69. Mass. Gen. Law C. 61B provides that parcels of land over 5 acres may be classified as recreational land. Such classification provides a tax benefit to the owner so long as the land remains used for recreational purposes. The statute further provides that if an owner of land classified under Mass. Gen. Law c. 61B decides to sell the land or convert it to another use - like residential property - the town, **upon actual or constructive notice**, has the right of first refusal. This right must be exercised within 120 days of notice of the intent to sell or convert the land.

70. At all times material hereto, the Rocky Run development was classified as recreational property under Mass. Gen. Law c. 61B. In April 2007, the Planning Board approved Ferreira's subdivision plan for converting the Rocky Run land to residential units; thereby providing the town with constructive notice of Ferreira's intent to convert the land to another

use. Since that time, substantial development work has occurred on the property. Suddenly, on April 22, 2008 - a year after the town had constructive notice of Ferreira's intent to convert the property from recreational use - the Town Administrator, on behalf of Morra and the Board of Selectmen, notified Ferreira that it would be exercising its purported rights under Mass. G. L. c. 61B regarding the Rocky Run property. The appraisal connected to the letter valued the land at over four million dollars below market price. This issue is now the subject of ongoing litigation in Massachusetts Superior Court.

71. The Board of Selectmen has attempted to exercise G.L. c. 61B in regard to Rocky Run outside the statutory time frame and only after Ferreira was permitted by the Town Planning Board and the Conservation Commission to commence a year's worth of costly construction on the property despite the fact that it has **never** exercised its right of first refusal or even conducted an appraisal under Mass. Gen. Law c. 61B or Mass. Gen. L. c. 61A (chapter dealing with agricultural lands) for any other property in Rehoboth.

72. The actions of Morra and the Board of Selectmen were a radical and unexpected departure of over thirty (30) years of practice on the part of the Rehoboth Board of Assessors on which Ferreira and other have relied. For the last thirty (30) years, the Board of Assessors has allowed owners of property in Rehoboth to classify land as recreational under Mass. Gen. Law c. 61B for tax purposes while the owner obtained various permits and final subdivision approval. Traditionally, once the owner of land had obtained its relevant permits and received approval of a final subdivision plan from the Planning Board, the owner was not required to notify the Town of Rehoboth in regard to the right of first refusal until the property was going to be sold. The application of Mass. Gen. Law c. 61 A (with regard to agricultural land) and B took place regardless of whether construction activities were to occur on the property. In the thirty years

the Board of Assessors has permitted owners of land to classify land as recreational prior to development/construction, the town has **never** exercised its right of first refusal or even conducted an appraisal of land. As such, owners of land routinely rely on Mass. Gen. Law c. 61 A and B when purchasing and developing land in Rehoboth and do not expect the town to exercise its right of first refusal simply because the process for converting it to a use other than recreational or agricultural begins.

73. Consequently, like other land owners and developers in Rehoboth, Ferreira relied on the Town's custom and practice for over thirty years and the Board of Assessor's approval when he classified Rocky Run as recreational land under Mass. Gen. Law c. 61B prior to the permitting process and prior to commencing a year's work of development and construction work on the land. The actions by Morra and the Board of Selectmen under Mass. Gen. Law c. 61B are unprecedented and drastically divergent from the town's prior practice. What is more, Ferreira is the **only** developer and land owner in Rehoboth to be targeted by these actions pursuant to Mass. Gen. L. c. 61 A or B.

74. Board of Selectmen member Vadnais has acknowledged that Ferreira is being singled out for different treatment under Mass. Gen. Law. c. 61 B .

75. Upon information and belief, Morra and the Board of Selectmen are inappropriately and in bad faith using the laws of the Commonwealth and Town to illegally harass, scrutinize and interfere with Ferreira and his business, and to illegally and unconstitutionally deprive him of the right to the use and enjoyment of his property.

**Morra Intentionally Interferes with Ferreira's Agreement with the Town of Rehoboth**

76. Morra's campaign of intimidation, harassment, and discrimination against Ferreira also sought to interfere with Ferreira's Consent Judgment with the Town of Rehoboth, as Morra blatantly used his position and authority to interfere with Ferreira's attempts to comply

with certain provisions of the Consent Judgment.

77. Under paragraph 1(c) of the Consent Judgment, certain groundwater testing on Kingsley Estates and the Birchwood Project was to be conducted by Ferreira's soil evaluator, reviewed by the Town's peer reviewer, and then both Ferreira's evaluator and the Town peer reviewer were to jointly report to the Board of Health. If the results are approved by the Board of Health, the terms of the Consent Judgment would be satisfied. Importantly, however, this provision of the Consent Judgment noted that any approvals already issued by the Board of Health would not be subject to re-testing. Pursuant to the Consent Judgment, Ferreira had to hire the licensed evaluator to commence evaluations within 30 days of the date of the Consent Judgment.

78. Ferreira's compliance with paragraph 1(c) of the Consent Judgment was delayed as the Town of Rehoboth did not select its own peer reviewer to observe the evaluations performed by Ferreira's soil evaluator in a timely manner. It took the Town over sixty days to pick its peer review engineer. Counsel for Ferreira contacted counsel for the Town on dozens of occasions in an attempt to obtain compliance with the Consent Judgment, but to no avail. As a result, in May of 2008, counsel for Ferreira filed a Motion to Enforce the Consent Judgment.

79. Despite being aware that the Town, and in particular Morra himself, was responsible for creating the obstacles which delayed Mr. Ferreira's compliance with the Consent Judgment, Morra continuously takes the position publicly during Board of Selectmen and other town committee meetings that Ferreira purposely delayed his compliance with the Consent Judgment.

80. Moreover, under paragraph 1(f) of the Consent Agreement, Ferreira agreed to seek a special permit from the Planning Board regarding compliance with the Rehoboth

Groundwater By-Laws pertaining to drainage improvements at Kingsley Estates. The application for the Groundwater Special Permit was submitted to the Planning Board in April 2008.

81. The Planning Board sent the application to its peer reviewer, PARE Engineering, for review. One of the PARE engineers on the project, Jim Hoyle, who had been in constant contact with Morra for nearly a year, requested an unprecedented and outrageous amount of additional information regarding the Groundwater Special Permit, information that had not been required for any other application for Groundwater Special Permit in Rehoboth. The additional information not only delayed the permitting process, but also unexpectedly increased the project's cost. Hoyle demanded an entire hydrologic analysis on Kingsley Estates - costing Ferreira an additional \$100,000 in engineering, hydrologist and legal fees.

82. Despite the burden and expense of complying with the demand for extra information, Ferreira complied with the request and furnished Hoyle and PARE with all the requested information. In spite of this compliance, Hoyle continued to aggressively question the expensive hydrological analysis, as well as the other changes to Kingsley Estates.

83. At the end of June 2008, the Planning Board asked PARE Engineering, Ferreira's engineering team, as well as the Board of Health to get together and work out the last few details/concerns over the Groundwater Special Permit.

84. A private meeting was scheduled for July 28, 2008. At the private meeting, Ferreira, the Town Planning Board's peer review engineer, Ferreira's engineer, the Board of Health Chairman, and the Town Health Agent discussed the last engineering issues related to the Groundwater Special Permit application for Kingsley Estates. Unexpectedly, Morra appeared at the meeting **uninvited**, and proceeded to interrupt the discussion of the meeting and make

repeated erroneous and disparaging statements about Ferreira's project- raising issues irrelevant to the proceedings at hand and already settled. These false and disparaging statements were made in the presence of various town officials charged with the responsibility of reviewing Ferreira's application for Special Permit in compliance with the Consent Judgment and only served to prejudice those town officials against Kingsley Estates.

85. A further attempt to sabotage Ferreira's compliance with the Consent Judgment is evidenced by Morra and Foley's refusal, at around the time of the July 28<sup>th</sup> meeting, to re-appoint two members of the Town Board of Health, alleging they were pro-Ferreira simply because they had issued favorable rulings regarding Kingsley Estates. One of the two replacements appointed by Morra and Foley, Karl Drown, circulated an email on August 2, 2008 - less than two weeks after being appointed and not having had the opportunity to be fully apprised of the full record of Kingsley Estates - to the town peer engineer, among other town officials, in which he claimed that the previous water table levels on the property, that were approved by the Board of Health in November of 2007, violated the Board of Health Regulations and needed to be re-evaluated (a direct violation of the Consent Judgment).

86. In response to Mr. Drown's inflammatory unilateral email, the Chairman of the Board of Health wrote to Mr. Drown and the other recipients of the email informing them that Mr. Drown was not authorized to make the statements.

87. As a result of the continuous and pervasive efforts of Morra and his followers to block Ferreira's compliance with the Consent Judgment, including Morra's actions during the July 28<sup>th</sup> meeting, on August 11, 2008 Ferreira was forced to file a Motion for a Temporary Restraining Order/Preliminary Injunction with the Bristol Superior Court requesting, *inter alia*, that Morra be prohibited from illegally interfering with Ferreira's compliance with the Consent



Judgment by privately contacting local Board and/or Commission members. On August 15, 2008, the Court denied Ferreira's Motion noting that the proper action for enforcement of a consent judgment would be an action for contempt pursuant to Mass. R. Civ. P. 65.3.

88. In considering issues regarding Ferreira's developments during Board of Selectmen and other meetings, and justifying decisions adverse to Ferreira, Morra often points out that Ferreira went to court over Morra's participation in the July 28, 2008 meeting. Morra most recently made this statement during an August 28, 2008 Board of Selectmen hearing and a September 2008 Planning Board meeting. According to Morra, Ferreira inappropriately tried to restrain him from being involved in the process.

**Morra's Intentional Interference Stalls Ferreira's Legitimate Development Work**

89. In November of 2007, the Rehoboth Zoning officer issued a decision exempting Kingsley Estates from Groundwater By-Laws. The Planning Board and the Board of Selectmen appealed this decision to the Rehoboth Zoning Board of Appeals. The controversy was settled with Ferreira's agreement to go back to the Planning Board and seek a groundwater special permit. Consequently, in late June of 2008, the Zoning Board of Appeals dismissed the Planning Board and Board of Selectmen's appeal with prejudice.

90. Following a long permitting process and hearing, on August 20, 2008, the Planning Board unanimously voted to grant Ferreira a "conditional" groundwater special permit, subject to the issuance of two letters representing the finalized version of the joint findings of Ferreira's soil evaluator and the Town peer review as to Kingsley Estates. The issuance of the letters was considered a minor issue as the Town's peer review letter was already before the Board in draft form. The granting of the special permit would be especially important as it would permit work to resume on Kingsley Estates pursuant to the Consent Judgment and allow Ferreira to sell the lots.

91. Morra became incensed when he learned of the issuance of the conditional permit on August 20, 2008. Consequently, at an August 25, 2008 Board of Selectmen meeting, Morra, without authority, questioned whether the Planning Board's conditional issuance of the special permit for Ferreira was correct. Over the objection of Selectman Vadnais, who noted that it was inappropriate to meddle with the affairs of an elected body of the town, Morra led the Board of Selectmen to the unprecedented step of asking the Town Counsel to issue an opinion regarding the legality of the Planning Board's conditional issuance of the permit. However, in the request to counsel, Morra mischaracterized the facts which led to the Planning Board's decision, suggesting that the Planning Board had waived the town by-law requirements for Ferreira.

92. During this same meeting, Morra moved the Selectmen to request from Town Counsel an opinion as to whether the June 2008 Zoning Board's dismissal with prejudice of the Planning Board and Board of Selectmen's appeal regarding Kingsley Estates' exemption from Groundwater By-Laws was legal. The Board of Selectmen requested guidance as to available remedies.

93. On August 27, 2008 Town Counsel sent a letter back to the Board of Selectmen claiming that the Planning Board does not have the authority to waive the by-law requirements and that it may have done so by granting Ferreira a conditional special permit.

94. Despite correspondence to the Town Counsel from counsel for Ferreira clarifying the facts and making clear that the soil evaluations all complied with the Town By-laws - a fact supported by both Ferreira's soil evaluator and the town's peer reviewer and a previous determination by the Building and Zoning official - Morra and the Board of Selectmen did not relent. The Planning Board then, without public notice as required by law and after more than ninety days had passed since Ferreira's filing of the groundwater special permit application,

voted to re-open the public hearing on the special permit. The Planning Board set another hearing date for October 1, 2008 and further attempted to rescind the previous conditional approval of the special permit - fortunately the vote to rescind failed as rescission required a super majority vote.

95. Upon information and belief, there are in excess of twenty (20) development projects approved by Town Boards and/or other officials, 2 of which are Town owned projects, that have nearly the same drainage improvements as Kingsley Estates. Morra and the Board of Selectmen are unfairly and illegally targeting Ferreira and purposefully misapplying the by-laws of the town to prevent any work from proceeding on the Kingsley Estates project.

96. What is more, Morra has made clear that these delay tactics are not about “enforcing” town by-laws, but about harassing and discriminating against Ferreira. Following the delays created by the Board of Selectmen and others in releasing the Kingsley Project and allowing permits to issue, Paul Bowen, owner of Lot 16 of Kingsley Estates project, contacted Morra to discuss Lot 16 which was at a standstill because the Town was requiring additional grading. Because he was at risk of losing the sale of lot 16, Bowen told Morra that he would personally pay for fill on Lot 16 to increase the grade so that this lot could be released to him and permits could issue. Morra responded that this was unacceptable. Morra stated he would not agree to release the Town’s order on Lot 16 until John Ferreira himself paid for the fill to increase the grade for the lot.

97. Without the special groundwater permit, Ferreira is unable to comply with the Consent Judgment or continue with work on Kingsley Estates, delays which not only harm Ferreira, but also Ferreira business dealings with people like Paul Bowen who own Kingsley Estates lots. Ferreira has consistently and persistently tried to comply with all Town by-laws and

ordinances in the completion of his development and construction work. In spite of these efforts, Morra and his followers have time and again used their authority and power as purported public servants to harass and intimidate Ferreira, deprive him of his livelihood and of his right to use and enjoy his property.

**FIRST COUNT**  
**(Defamation/Defamation Per Se)**  
**Morra in His Individual Capacity**

98. The Plaintiffs repeat and re-allege the foregoing paragraphs.

99. As described in the preceding paragraphs, defendant Morra has disseminated a number of false and malicious statements of facts regarding Ferreira, which accuse Ferreira, among other things, of engaging in illegal, violent, and unethical conduct.

100. All of these defamatory statements are false.

101. Morra maliciously issued these defamatory statements with the intent to harm Ferreira, knowing the statements to be false or with reckless disregard for their truth.

102. In so doing, Morra has exposed Ferreira to public scorn and ridicule in the very town he lives and works.

103. As a result of Defendant Morra's actions, Ferreira has suffered and continues to suffer damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

**SECOND COUNT**  
**(Breach of Contract)**  
**Morra in His Individual Capacity**

104. The Plaintiffs repeat and re-allege the foregoing paragraphs.

105. Defendant Morra and Ferreira entered into a binding Settlement Agreement in or about March 2008. In that Agreement, Morra and Ferreira agreed to a mutual non-

disparagement clause, under which both would “not speak, write and/or otherwise convey, publish or transmit any statement, utterance, electronics transmission, writing and/or other message, whether written or oral, to any individual and/or third party that harms or may harm either Party’s character, reputation and/or standing in the community.”

106. Through his behavior described in the preceding paragraphs, Morra has breached a material provision of the Settlement Agreement by disparaging and defaming Ferreira in the very community in which he lives and works, causing harm to his reputation and character.

107. As a result of this breach, Ferreira has suffered and continues to suffer damage. Consequently, the Plaintiffs request damages in an amount to be determined at trial.

**THIRD COUNT**  
**(Civil Conspiracy)**

**Morra and John/Jane Does in Their Individual Capacities**

108. The Plaintiffs repeat and re-allege the foregoing paragraphs.

109. The Defendants acted in concert and joined together in an unlawful and unfair manner, pursuant to a common design to threaten, coerce, intimidate, injure and defame the Plaintiffs.

110. Each Defendant knew or in the exercise of reasonable care should have about the conduct of the others and about the common tortious scheme.

111. Each Defendant gave substantial assistance and/or encouragement to the other Defendants, with the knowledge that this assistance contributed to the common plan to tortiously interfere with the Plaintiffs’ contractual/advantageous business relations, to intentionally inflict emotional distress upon Ferreira, as well as to interfere with the Plaintiffs’ federal and state constitutional rights to equal protection under the law, to the use and enjoyment of his property, and to the exercise of his First Amendment rights of free speech, to peaceably assemble and to

petition the government for a redress of grievances without fear of retaliation or retribution. Consequently, each Defendant is responsible for the tortious, and wrongful acts of the other Defendants.

112. Defendants, acting jointly and in an uncommon uniting of individuals, private residents and elected and appointed Rehoboth Town officials, also had a stronger and more peculiar power and ability to threaten, intimidate, and coerce the Plaintiffs than if any of the Individual Defendants had acted alone.

113. As a direct and proximate result of the Defendants' civil conspiracy, the Plaintiffs have suffered monetary loss.

114. Defendants are each jointly and severally liable in damages to the Plaintiffs. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

#### **FOURTH COUNT**

**(Violation of 42 U.S.C. §1983 - Equal Protection)**

**Town of Rehoboth, Morra and John/Jane Does in Their Individual and Official Capacities,  
and All Other Individual Defendants in Their Official Capacities**

115. The Plaintiffs repeat and re-allege the foregoing paragraphs.

116. By engaging in the conduct described in the preceding paragraphs, the Town of Rehoboth and the individual Defendants, acting under the color of law, knowingly, intentionally and egregiously violated the Plaintiffs' rights under the Equal Protection clause of the United States Constitution by denying the Plaintiffs equal protection of the laws of Massachusetts and the Town of Rehoboth.

117. As part of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs, which characterized the policy of the Town of Rehoboth and was implemented by not only Morra, but also the other individual defendants, the Defendants abused

their authority as purported public servants by maliciously and in bad faith discriminating against the Plaintiffs in the execution and application of state and town laws.

118. The Defendants' participation in and implementation of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs has damaged Ferreira's personal and professional reputation and character in Rehoboth, where he lives and works, has interfered with his right to use and enjoy his personal property, and has severely hindered Ferreira's ability to engage in his profession and livelihood by preventing him and by association, his businesses, from finishing their legally compliant development and construction projects.

119. This campaign was conducted with malicious intent to ruin Ferreira's personal and professional reputation, interfere with the Plaintiffs' contractual and advantageous business relations, to deprive Ferreira of his livelihood and his right to use and enjoy his personal property, and to prevent Ferreira and his businesses from completing their legally compliant development and construction work.

120. As a direct and proximate result of the Defendants' violation of 42 U.S.C. §1983, the Plaintiffs have suffered substantial pecuniary damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

#### **FIFTH COUNT**

**(Violation of 42 U.S.C. §1983 - Substantive Due Process)**

**Town of Rehoboth, Morra and John/Jane Does in Their Individual and Official Capacities,  
and All Other Individual Defendants in Their Official Capacities**

121. The Plaintiffs repeat and re-allege the foregoing paragraphs.

122. By engaging in the conduct described in the preceding paragraphs, the Town of Rehoboth and the individual Defendants, acting under the color of law, knowingly, intentionally and egregiously violated the Plaintiffs' rights under the Due Process clause of the United States

Constitution by depriving Ferreira of the fundamental right to the use and enjoyment of his property.

123. As part of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs, which characterized the policy of the Town of Rehoboth and was implemented by not only Morra, but also the other individual Defendants, the Defendants abused their authority as purported public servants by maliciously and in bad faith discriminating against Ferreira in the execution and application of state and town laws.

124. The Defendants' participation in and implementation of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs, including the abuse of the Town's permitting process, has damaged Ferreira's personal and professional reputation and character in Rehoboth, where he lives and works, has interfered with his right to use and enjoy his personal property, and has severely hindered Ferreira's ability to engage in his profession and livelihood by preventing him and by association, his businesses, from finishing their legally compliant development and construction projects.

125. This egregious and extreme abuse of process was conducted with malicious intent to ruin Ferreira's personal and professional reputation, interfere with the Plaintiffs' contractual and advantageous business relations, and to deprive Ferreira of his livelihood and his right to use and enjoy his personal property.

126. As a direct and proximate result of the Defendants' violation of 42 U.S.C. §1983, the Plaintiffs have suffered substantial pecuniary damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.



**SIXTH COUNT**

**(Violation of 42 U.S.C. §1983 - Retaliation/First Amendment)  
Town of Rehoboth, Morra and John/Jane Does in Their Individual and Official Capacities,  
and All Other Individual Defendants in Their Official Capacities**

127. The Plaintiffs repeat and re-allege the foregoing paragraphs.

128. By engaging in the conduct described in the preceding paragraphs, the Defendants, acting under the color of law, knowingly, intentionally and egregiously violated Ferreira's rights under the First Amendment to the United States Constitution by retaliating against Ferreira for exercising his First Amendment right to free speech, right to assemble peaceably, and right to petition the government for a redress of grievances.

129. Ferreira's (1) vocal opposition to Morra; (2) support of and participation in the legal and legitimate Recall Election movement; (3) participation in various peaceful assemblies of citizens gathered to protest Morra's political actions or voice concern about those actions; and (4) law suit against Morra and various town officials constitutes constitutionally protected conduct under the First Amendment's protection of freedom of speech, the right to peaceably assemble, and to petition the government for a redress of grievances.

130. The Defendants, individually and collectively, through their tortious and unconstitutional behavior described in the preceding paragraphs, have deprived Ferreira of the right to the use and enjoyment of his property, have unfairly stifled his businesses and livelihood by purposefully using the power of government office to stall the Plaintiffs' development projects, and have defamed Ferreira's name and disparaged his reputation in the very community where Ferreira lives and works.

131. Ferreira's (1) vocal opposition to Morra; (2) support of and participation in the legal and legitimate Recall Election movement; (3) participation in various peaceful assemblies of citizens gathered to protest Morra's political actions or voice concern about those actions; and

(4) law suit against Morra and various town officials were substantial and motivating factors for the Defendant's tortious and unconstitutional behavior..

132. As a direct and proximate result of the Defendants' violation of 42 U.S.C. §1983, the Plaintiffs have suffered substantial pecuniary damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

#### **SEVENTH COUNT**

**(Violation of 42 U.S.C. §1983 - Civil Conspiracy)**

**Town of Rehoboth, Morra and John/Jane Does in Their Individual and Official Capacities, and All Other Individual Defendants in Their Official Capacities.**

133. The Plaintiffs repeat and re-allege the foregoing paragraphs.

134. The Defendants, acting under the color of law, acted in concert and joined together in an unlawful and unfair manner, pursuant to a common design to knowingly, intentionally and egregiously deprive the Plaintiffs of their rights to free speech, to peaceably assemble, to petition the government for a redress of grievances, to equal protection of the law, to substantive due process, and to the use and enjoyment of property as protected by the United States Constitution.

135. Each Defendant knew or in the exercise of reasonable care should have known about the conduct of the others and about the common tortious and constitutionally violative scheme.

136. Each Defendant gave substantial assistance and/or encouragement to the other Defendants, with the knowledge that this assistance contributed to the common plan to knowingly, intentionally and egregiously interfere with the Plaintiffs' federal and state constitutional rights to free speech, to peaceably assemble, to petition the government for a redress of grievances, to equal protection of the law, to substantive due process, and to the use and enjoyment of property. Consequently, each Defendant is responsible for the tortious,

unconstitutional, and wrongful acts of the other Defendants.

137. Defendants, acting jointly and in an uncommon uniting of individuals, elected and appointed Rehoboth Town officials, also had a stronger and more peculiar power and ability to threaten, intimidate, and coerce the Plaintiffs and to deprive them of their federal and state constitutional rights than if any of the individual Defendants had acted alone.

138. As a direct and proximate result of the Defendants' violation of 42 U.S.C. §1983, the Plaintiffs have suffered substantial pecuniary damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

**EIGHTH COUNT**  
**(Violation of the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H-11I - Equal Protection)**  
**Morra and John/Jane Does in Their Individual Capacities**

139. The Plaintiffs repeat and re-allege the foregoing paragraphs.

140. By engaging in the conduct described in the preceding paragraphs, which includes intimidation, threats, and/or coercion, the Defendants, acting under the color of law, knowingly, intentionally and egregiously violated the Plaintiffs' rights under the Equal Protection clause of the United States Constitution and the Massachusetts Constitution by denying the Plaintiffs equal protection of the laws of Massachusetts and the Town of Rehoboth.

141. As part of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs, which characterized the policy of the Town of Rehoboth and was intentionally implemented by not only Morra, but also the other individual defendants, the Defendants abused their authority as purported public servants by maliciously and in bad faith discriminating against the Plaintiffs in the execution and application of state and town laws.

142. The Defendants' participation in and implementation of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs' has damaged Ferreira's

personal and professional reputation and character in Rehoboth, where he lives and works, has interfered with his right to use and enjoy his personal property, and has severely hindered Ferreira's ability to engage in his profession and livelihood by preventing him, and by association his businesses, from finishing their legally compliant development and construction projects.

143. This campaign was conducted with malicious intent to ruin Ferreira's personal and professional reputation, to interfere with the Plaintiffs' contractual and advantageous business relations, and to deprive Ferreira of his livelihood and to his right to use and enjoy his personal property.

144. As a direct and proximate of the Defendant's actions, the Plaintiffs have suffered and continue to suffer damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

#### **NINTH COUNT**

**(Violation of the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H-11I - Substantive Due Process)**

**Morra and John/Jane Does in Their Individual Capacities**

145. The Plaintiffs repeat and re-allege the foregoing paragraphs.

146. By engaging in the conduct described in the preceding paragraphs, which includes threats, intimidation, and/or coercion, the individual Defendants, acting under the color of law, knowingly, intentionally and egregiously violated the Plaintiffs' rights under the Due Process clause of the United States Constitution by depriving Ferreira of the fundamental right to the use and enjoyment of his property.

147. As part of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs, which characterized the policy of the Town of Rehoboth and was implemented by not only Morra, but also the other individual Defendants, the Defendants abused

their authority as purported public servants by maliciously and in bad faith discriminating against the Plaintiffs in the execution and application of state and town laws.

148. The Defendants' participation in and implementation of Morra's campaign of harassment, intimidation, and discrimination against the Plaintiffs has damaged Ferreira's personal and professional reputation and character in Rehoboth, where he lives and works, has interfered with his right to use and enjoy his personal property, and has severely hindered Ferreira's ability to engage in his profession and livelihood by preventing him from finishing his legally compliant development and construction projects.

149. This egregious and extreme abuse of process was conducted with malicious intent to ruin Ferreira's personal and professional reputation, to interfere with the Plaintiffs' contractual and advantageous business relations and to deprive Ferreira of his livelihood and his right to use and enjoy his personal property.

150. As a direct and proximate of the Defendant's actions, the Plaintiffs have suffered and continue to suffer damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

#### **TENTH COUNT**

**(Violation of the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H-11I -  
First Amendment)**

**Morra and John/Jane Does in Their Individual Capacities**

151. The Plaintiffs repeat and re-allege the foregoing paragraphs.

152. By engaging in the conduct described above, which includes threats, intimidation, and/or coercion, the Defendants, individually and collectively, interfered with or attempted to interfere with Ferreira's right to free speech, right to peaceably assemble and right to petition the government for a redress of grievances, as secured by the First Amendment to the United States Constitution and the Massachusetts Constitutions, by retaliating against Ferreira for exercising

those rights.

153. Ferreira's (1) vocal opposition to Morra; (2) support of and participation in the legal and legitimate Recall Election movement; (3) participation in various peaceful assemblies of citizens gathered to protest Morra's political actions or voice concern about those actions; and (4) law suit against Morra and various town officials constitutes constitutionally protected conduct under the Massachusetts Constitution and the First Amendment to the United States' protection of freedom of speech, the right to peaceably assemble, and to petition the government for a redress of grievances.

154. The Defendants, individually and collectively, through their threatening, intimidating, and/or coercive behavior described in the preceding paragraphs, have deprived Ferreira of the right to the use and enjoyment of his property, have unfairly and unconstitutionally stifled his businesses and livelihood by purposefully using the power of government office to stall his development projects, and have defamed his name and disparaged his reputation in the very community where Ferreira lives and works.

155. Ferreira's (1) vocal opposition to Morra; (2) support of and participation in the legal and legitimate Recall Election movement; (3) participation in various peaceful assemblies of citizens gathered to protest Morra's political actions or voice concern about those actions; and (4) law suit against Morra and various town officials were substantial and motivating factors for the Defendant's tortious and unconstitutional behavior against Ferreira.

156. As a direct and proximate result of the Defendants' violation of M.G.L. c. 12, §§ 11H-11I, Ferreira has suffered substantial damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

**ELEVENTH COUNT**  
**(Intentional Interference in Contractual/Advantageous Business Relations)**  
**Morra and John/Jane Does in Their Individual Capacities**

157. The Plaintiffs repeat and re-allege the foregoing paragraphs.

158. The Plaintiffs have both contractual, as well as advantageous and valuable relationships with their customers, employees and with the Town of Rehoboth.

159. The Defendants knew that the Plaintiffs had contractual, as well as advantageous and valuable businesses relationships with their customers, employees and with the Town of Rehoboth.

160. The Defendants have inappropriately and improperly interfered with the contractual, as well as advantageous and valuable business relationships between the Plaintiffs and their customers, employees and the Town of Rehoboth by maliciously and in bad faith discriminating against the Plaintiffs in the application of state and town laws, thereby stalling the Plaintiffs' development and construction projects, which are otherwise in compliance with state and town laws and regulations.

161. Morra has further inappropriately and improperly interfered with Ferreira's contractual and advantageous business relations by making false and malicious statements of fact about Ferreira to town officials and citizens of Rehoboth, where Ferreira lives and the Plaintiffs work.

162. As a direct and proximate result of the defendant's conduct, the Plaintiffs have suffered and continue to suffer damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial, as well as appropriate injunctive relief.

**TWELFTH COUNT**  
**(Intentional Infliction of Emotional Distress)**  
**Morra and John/Jane Does in Their Individual Capacities**

163. Plaintiffs repeats and realleges the foregoing paragraphs.

164. The intentional, malicious, threatening, intimidating, and coercive conduct by the Defendants described in the preceding paragraphs amounts to extreme and outrageous conduct.

165. This extreme and outrageous conduct has caused Ferreira severe emotional distress.

166. As a direct and proximate cause of the Defendants' conduct, the Ferreira has suffered and continues to suffer damages. Consequently, the Plaintiffs request damages in an amount to be determined at trial.

**THIRTEENTH COUNT**  
**(Declaratory Judgment)**  
**Town of Rehoboth, Morra and John/Jane Does in Their Individual and Official Capacities,**  
**and All Other Individual Defendants in Their Official Capacities**

167. Plaintiffs repeats and realleges the foregoing paragraphs.

168. An actual controversy has arisen with respect to whether the Defendants have violated the Plaintiffs' federal and state constitutional rights.

169. By their malicious conduct described in the previous paragraphs, the Defendants have violated the Plaintiffs' right to equal protection of the law, right to substantive due process, right to free speech, right to peaceably assemble, the right to petition the government for a redress of grievances, and the right to the use and enjoyment of property as protected by the Constitutions of the United States and the Commonwealth of Massachusetts.

170. As such, the Plaintiffs seek declaratory judgment from this Court pursuant to 28 U.S.C. § 2201(a), declaring that the Defendants have violated the Plaintiffs' right to equal protection of the law, right to substantive due process, right to free speech, right to peaceably



assemble, the right to petition the government for a redress of grievances, and the right to the use and enjoyment of property as protected by the Constitutions of the United States and the Commonwealth of Massachusetts.

### **REQUEST FOR RELIEF**

WHEREFORE, the Plaintiffs respectfully request that the Court:

1. Enter judgment in the Plaintiffs' favor on each Count of the Complaint and award the Plaintiffs damages in an amount to be determined at trial, together with costs, interest, and reasonable attorneys' fees;

2. Enter a declaratory judgment declaring that the Defendants have violated the Plaintiffs state and federal constitutional rights to equal protection of the laws, substantive due process, free speech, peaceable assembly, petition to the government for redress of grievances, and the use and enjoyment of property.

3. Enter a permanent injunction enjoining the Town of Rehoboth and the individual Defendants from:

a. Violating the Plaintiffs' right to equal protection of the laws, substantive due process, as well as to the right to the use and enjoyment of property as protected by the United States and Massachusetts Constitution by enforcing all town by laws and state laws equally and without bias against the Plaintiffs;

b. Interfering the Plaintiffs' lawful work and development in the Town of Rehoboth.

4. Enter a permanent injunction enjoining Christopher Morra and/or any of his agents, employees, representatives, or associates from:

a. Violating Ferreira's First Amendment rights to free speech, to peaceably

assemble, and to petition the government for a redress of grievances by ceasing all retaliatory and adverse actions against Ferreira for the exercise of these rights;

b. Conducting activities adverse to the Plaintiffs as Selectman for Rehoboth that exceed the scope of his legal authority as Selectman;

c. Discriminating against the Plaintiffs in the execution and application of the laws of the Commonwealth and Rehoboth, Massachusetts;

d. Disseminating any defamatory statements about Ferreira in Rehoboth, Massachusetts, including that Ferreira is being investigated by the FBI, that Ferreira is engaged in illegal activity, that Ferreira was responsible for the alleged February 2008 assault of Morra, and that Ferreira has not complied with the Consent Judgment.

e. Interfering with the Plaintiffs' lawful development projects and privately communicating, commenting, corresponding, speaking with or otherwise privately contacting any Town Officials, Boards and/or Commissions, including but not limited to the Planning Board, the Conservation Commission, and the Board of Health and /or their agents, representatives and consultants (including PARE Engineering) in any manner regarding the Plaintiffs' lawful development projects.

5. Award punitive damages against the Defendants in an amount to be determined;

6. Grant such other and further legal or equitable relief in favor of the Plaintiffs as

the Court deems just and proper under the circumstances.

Respectfully submitted,

Plaintiffs John P. Ferreira, Ferreira Construction  
Inc., J&J Materials Corp., Davis Street  
Investment, LLC, and The JPP Family Limited  
Partnership,  
By their attorneys,

/s/ M. Carolina Avellaneda

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265 Franklin Street, 14<sup>th</sup> Floor

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(617) 449-6500

Dated: September 29, 2008

**DEMAND FOR JURY TRIAL**

The Plaintiffs hereby demands a trial by jury of all issues and claims so triable.

Respectfully submitted,

Plaintiffs John P. Ferreira, Ferreira Construction  
Inc., J&J Materials Corp., Davis Street  
Investment, LLC and The JPP Family Limited  
Partnership,  
By their attorneys,

/s/ M. Carolina Avellaneda  
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Dated: September 29, 2008