

**STATE OF RHODE ISLAND
WASHINGTON, SC.**

SUPERIOR COURT

**ROBERT E. PATTERSON, and
MARY BURKE PATTERSON,**

Plaintiffs,

v.

No. WC-2024-_____

**CAROL O'DONNELL, individually, and
in her official capacity acting as Chair of the
Bonnet Shores Fire District,**

**MARLENE BELLINI, individually, and in her
official capacity acting as Vice Chair of
the Bonnet Shores Fire District,**

**STEVE DANUSZAR, individually, and in his
official capacity acting as Council Member
of the Bonnet Shores Fire District,**

**ANTHONY DEANGELIS, individually, and
in his official capacity acting as Council Member
of the Bonnet Shores Fire District, and the**

BONNET SHORES FIRE DISTRICT,

Defendants.

VERIFIED COMPLAINT FOR CONTEMPT AND OTHER RELIEF

Nature of the Action

1. Robert E. Patterson and Mary Burke Patterson (collectively, "Plaintiffs") bring this action against Defendants Carol O'Donnell, Marlene Bellini, Steve Danuzsar, Anthony DeAngelis (collectively, "Council Member Defendants"), and the Bonnet Shores Fire District (the "District"), for violating (i) the Consent Judgment entered by the Court in *Patterson et al v. The Bonnet Shores Fire District*, Case No. WC-2020-0130 ("First Case"), (ii) the Fourteenth Amendment of the United States Constitution, and (iii) the provisions of the District's Charter.

2. Like the First Case, this action concerns the makeup of the District's electorate. However, this action concerns the Council Member Defendants' and the District's

contemptuous attempted to revive and re-promulgate certain voter-eligibility criteria this Court previously adjudged to be unconstitutional through its entry of the parties' Consent Judgment.

3. As a result of the Consent Judgment entered in the First Case, the District and the Council Member Defendants agreed with Plaintiffs that the District Charter unconstitutionally diluted the votes of its residents by allowing non-residents to vote in District elections. The Consent Judgment also established a procedure by which the District would amend its Charter's voter-eligibility requirements to comply with the United States Constitution.

4. To date, however, the Charter has yet to be amended due to the intentional and unlawful acts of the Council Member Defendants.

5. In addition, the District, through the acts of the Council Member Defendants, has defied the Consent Judgment and the United States Constitution, and has continued to promulgate unconstitutional voter eligibility requirements that dilute the votes of the District's residents.

6. In their latest violation of the law that serves as the basis of this action, the District and the Council Member Defendants have created and unilaterally implemented the Charter's same—already-adjudicated as unconstitutional—voter-eligibility requirements ahead of an August 26, 2024 Annual Meeting. The Defendants implemented these new requirements in contempt of the Consent Judgment and in violation of the District's Charter.

Parties and Jurisdiction

7. Plaintiff Robert E. Patterson ("Mr. Patterson") owns and resides at the property located at 8 Parkman Road, Narragansett, Rhode Island, which sits within the territory covered by the District.

8. Plaintiff Mary Burke Patterson (“Mrs. Patterson”) owns and resides at the property located at 8 Parkman Road, Narragansett, Rhode Island, which sits within the territory covered by the District.

9. Plaintiffs are both qualified to vote in the District, and they have voted in prior District elections.

10. Defendant District is a Rhode Island Fire District incorporated by an act originally passed by Rhode Island’s General Assembly in 1930. The District’s Charter (“Charter”) is attached to this complaint as *Exhibit 1*.

11. Defendant Carol O’Donnell (“O’Donnell”) is an individual person. At all times material to this complaint, O’Donnell also acted in an official capacity as the Chair of the District Council. Further, she did and does have knowledge of all the documents referenced in this complaint.

12. Defendant Marlene Bellini (“Bellini”) is an individual person. At all times material to this complaint, Bellini also acted in an official capacity as the Vice Chair of the District Council. Further, she did and does have knowledge of all the documents referenced in this complaint.

13. Defendant Steve Danuszar (“Danuszar”) is an individual person. At all times material to this complaint, Danuszar also acted in an official capacity as a Member of the District Council. Further, he did and does have knowledge of all the documents referenced in this complaint.

14. Defendant Anthony DeAngelis (“DeAngelis”) is an individual person. At all times material to this complaint, DeAngelis also acted in an official capacity as a Member of the

District Council. Further, he did and does have knowledge of all the documents referenced in this complaint.

15. The Court has jurisdiction pursuant to RIGL § 8-2-13, RIGL § 8-2-14, and RIGL § 9-30-1 *et seq.*

Background Facts

A. The Relevant Provisions of the District’s Charter: The Right to Vote at District Meetings and the Charter Amendment Procedure.

16. The Charter’s Section 2 extended the “right to vote at all meetings” of the District to “every firm, corporation, unincorporated association and every person . . . who is possessed in his or her own right of real estate in said district of the value of on Four Hundred (\$400) Dollars . . .” *See Ex. 1, Sec. 2.*

17. The Charter’s Section 9 states that “no amendment of this act shall be effective as to said district unless and until the same shall be accepted by the affirmative vote of a majority of voters of said district present . . . at a special or annual meeting of said district duly held within two years after the passage of such amendment . . .” *See Ex. 1, Sec. 9.*

B. The Underlying Complaint in the First Case.

18. Plaintiffs and five other District residents filed a Complaint in Washington County Superior Court on March 12, 2020 against the District. The Complaint is attached to this complaint as *Exhibit 2*.

19. The Complaint alleged four causes of action against the District. *See Ex. 2*, at 9–15, ¶¶ 39–75.

20. Count I of the Complaint sought a Declaratory Judgment against the District and a Court declaration that Section 2 of the Charter unconstitutionally disenfranchised District

residents who did not legally own property in the District, but who lived in the District as full time residents. *See id.* at 9–10, ¶¶ 39–50.

21. Plaintiffs alleged *inter alia* that Section 2’s requirement that the District’s voters own at least \$400 worth of property did not promote a compelling state interest, and even if it did, it was not necessary to achieve such interest. *See Ex. 2*, at 10, ¶¶ 48–49.

22. Count II of the Complaint alleged that the District violated 42 U.S.C. § 1983 when it enforced Section 2 of the Charter, and specifically, that its denial of non-property-owning residents’ right to vote in District meetings violated the Fourteenth Amendment of United States Constitution. *See Ex. 2*, at 11, ¶¶ 51–58.

23. Plaintiffs alleged that this District’s disenfranchisement of non-property owning residents of the District occurred under the color of state law, and pursuant to an official District policy. *See Ex. 2*, at 11, ¶ 57.

24. Count III of the Complaint sought a Declaratory Judgment against the District and a declaration that, by enforcing Section 2 of its Charter, the District unconstitutionally diluted the vote of its residents because it granted non-resident “landowners”—many of whom are not natural persons—the right to vote in District meetings. *See Ex. 2*, at 12, ¶¶ 59–67.¹

25. Plaintiffs thus alleged that Section 2’s lack of some residency requirement unconstitutionally debased and diluted the votes of resident voters based on the numerosity of

¹ In the First Case, the Court dismissed Count III of the Complaint for failure to join as indispensable parties all non-resident property owners of the District. Notwithstanding that dismissal on procedural grounds, the factual allegations supporting Count III remained operative because they were also the factual basis alleged in support of Count IV. Indeed, the Court’s dismissal of requests for relief in Paragraphs D., E., and F. did not impact Count IV or the Plaintiffs’ request for relief in Paragraph I, demanding that a judgment enter against the District for depriving Plaintiffs “of their right not to have their votes debased and diluted,” by allowing non-residents to vote in District elections. *See Ex. 2.*, at 14–15, ¶¶ A–K. Based on the agreements reached in the Consent Judgment, however, the request for declaratory relief in Count III and its dismissal for failure to join indispensable non-resident parties became superfluous in light of the parties’ agreement to have a consent judgment entered in favor of the Plaintiffs on Count IV of the Complaint.

non-resident “landowners” that would be eligible to vote at District meetings. *See Ex. 2*, at 12, ¶ 66.

26. Crucially important to this complaint for contempt, Plaintiffs alleged in Count IV of the Complaint that the District also violated 42 U.S.C. § 1983 by enforcing Section 2 of the Charter because the failure to tie voter eligibility to any residency requirement unconstitutionally diluted the votes of District residents and therefore violated the Fourteenth Amendment of the United States Constitution. *See Ex. 2*, at 13–14, ¶¶ 68–75.

27. Plaintiffs further alleged in Count IV that the District unconstitutionally diluted residents’ votes under the color of state law, and pursuant to an official District policy. *See Ex. 2*, at 13, ¶ 74.

C. The Court Awarded Judgment on All of Plaintiffs’ Claims in the First Case Through (1) Its Decision on Plaintiffs’ Motion for Summary Judgment and (2) Its Entry of the Parties’ Consent Judgment.

28. On January 27, 2022, this Court issued its decision on Plaintiffs’ Motion for Summary Judgment, the District’s Objection and Cross-Motion for Summary Judgment, and Plaintiff’s Reply Memorandum and Objection (“Decision”). The Court’s Decision is attached to this complaint as *Exhibit 3*.

29. The Court granted summary judgment in Plaintiffs’ favor on Count I, finding that “[the District] is a quasi-municipal entity that exercises general governmental powers and that the provisions of the [District] Charter which prevent residents from voting in [District] elections on the basis of property ownership are unconstitutional under both the Fourteenth Amendment of the United States Constitution and article 1, section 2 of the Rhode Island Constitution.” *See Ex. 3*, at 20.

30. Regarding Count II, the Court found that the District was a person for the purposes of § 1983 and that it acted under the color of state law in enforcing Section 2 of the District Charter. It denied summary judgment on Count II, however, because it determined the record at the time did not contain sufficient evidence to allow the Court to determine whether the District could have chosen *not* to enforce the voting restrictions by amending the terms of the District’s Charter. *See Ex. 3*, at 20–33.

31. Regarding Count IV—i.e., Plaintiffs’ cause of action pertaining to the District’s dilution of its residents’ votes—the Court found that the District was a person acting under color of state law. The Court determined, however, that the record available at that time did not provide enough evidence for it to determine that the District’s enforcement of Section 2 of the Charter was a meaningful and conscious choice, or whether the nonresident voters lacked a substantial interest in the District. *See Ex. 3*, at 46.

32. In the wake of the Court’s Decision, Plaintiffs and the District entered a Consent Judgment, granting judgment on Counts II and IV in Plaintiffs’ favor. The Consent Judgment, entered by this Court on May 26, 2022, is attached to this complaint as *Exhibit 4*.

33. The Council Member Defendants voted to officially adopt the Consent Judgment at the District’s Monthly Meeting held on May 18, 2022. The May 18, 2022 meeting minutes are attached to this complaint as *Exhibit 5*.

34. The Consent Judgment specifically provided that: “[o]n Count IV of the Complaint, judgment shall enter in favor of Plaintiffs Mary Burke Patterson, Robert E. Patterson” *See Ex. 4*, at 2, ¶ 4.

35. The Consent Judgment also provided a procedure by which the District would “promptly” amend its Charter in accordance with the Court’s Decision and the Consent

Judgment—and it took the first step towards this objective by establishing a “Charter Revision Committee.” *See Ex. 4*, at 2, ¶ 5.

D. The District, Through the Council Defendants, Precluded the Charter Revision Committee from Carrying Out Its Lawful Obligations Prescribed by the Consent Judgment.

36. In accordance with the District Charter, Paragraph 5 of the Consent Judgment tasked the Charter Revision Committee with “address[ing] the issued raised in Plaintiffs’ Complaint” and “propos[ing] amendments to the Fire District Charter, such proposed Charter amendments to be proposed for approval first to the Rhode Island General Assembly, and then to the voters at an Annual or Special Meeting.” *See Ex. 4*, at 2, ¶ 5.

37. Plaintiff Mr. Patterson was and still is a member of the Charter Revision Committee.

38. Following the Court’s Entry of the Consent Judgment, after conducting multiple public sessions, the Charter Revision Committee reached an agreement on proposed amendments to the Charter and presented them to the General Assembly.

39. During General Assembly committee meetings, however, that addressed the Charter Revision Committee’s proposed amendments, Defendant O’Donnell testified in opposition to the proposed amendments and urged that they not be approved by the General Assembly. Such testimony was given intentionally to oppose and derail the amendments’ drafted by the Charter Revision Committee and proposed for enactment by the General Assembly.

40. In addition, the District, through the Council Member Defendants, ***twice*** (first in April 2023 and again in October 2023) passed official resolutions that expressly opposed and undermined the recommendations of the Charter Revision Committee, and instead endorsed its

own preferred set of proposals—and they did so with the intent to undermine the proposed Charter amendments proposed by the Charter Revision Committee.

41. In an April 4, 2023 resolution, the District, through the Council Member Defendants, falsely claimed that the proposed amendments were not “in conjunction with Judge Taft-Carter’s ruling.” The April 4, 2024 resolution and the agenda of the special meeting at which it was approved are attached to this complaint as *Exhibit 6*.

42. Importantly, the resolution ignored mentioning that portion of the Consent Judgment where the District and the Council Member Defendants agreed that including non-resident voters in the District’s electorate unconstitutionally diluted the votes of the District’s resident voters. *See Ex. 6; Ex. 4*, at 2, ¶ 4.

43. After a ruling by the Attorney General that the April 4, 2023 Council meeting violated the Open Meetings Act, the Council Member Defendants met again at a special meeting on October 31, 2023, and once again passed a motion of “non-support” of the Charter Revision Committee’s proposed amendments. The October 31, 2023 Special Meeting Minutes are attached to this complaint as *Exhibit 7*.

44. The District later made its defiance of the Consent Judgment (and in particular, Paragraph 4 thereof) clear through its dissemination to the District’s residents and others in an April 24, 2024 memorandum in which the District asserted that “anyone who has been eligible to vote under the existing charter (including non-resident property owners)” are “currently eligible to vote” at District meetings. This April 24, 2024 memorandum is attached to this complaint as *Exhibit 8*.

45. In taking the foregoing actions, the District and the Council Member Defendants willfully and contemptuously have defied the Consent Judgment, and perpetuated the continued existence of a District electorate it previously agreed was unconstitutional.

46. To date, the General Assembly has not passed or enacted into law the Charter Revision Committee's proposed Charter amendments.

E. The District, Through the Unilateral Acts of the Council Member Defendants, Has Issued a New Voter Eligibility List in Contempt of the Consent Judgment and the Charter's Section 9.

47. Despite previously representing to this Court that the District's Annual Meeting would be held on June 27, 2024, at a Special Meeting on June 1, 2024, counsel for the District acknowledged that appropriate voter registration measures had yet to be implemented, and the Annual Meeting was postponed until August 26, 2024.

48. On July 18, 2024, the District, through the Council Member Defendants, issued a notice with an "Annual Election Package," which purported to set the District's Annual Meeting for August 26, 2024 at 5:30pm, at the bar of the Bonnet Shores Beach Club. The email notice and the documents comprising the "Annual Election Package" are attached to this complaint as *Exhibit 9*.

49. The so-called "Annual Election Package" included a notice dated July 17, 2024 addressed to all "property owners" and "registered voters," which purported to define the District's electorate, and the scope of voter eligibility ("Eligibility Notice"). *See Ex. 9*.

50. The Eligibility Notice defined voter eligibility differently than as defined by the current Charter (albeit, principally in words alone). *Compare Ex. 9*, July 17, 2024 Eligibility Notice, *with Ex. 1*, at Sec. 2, *and with Ex. 4*, Consent Judgment.

51. But as a result of the implementation, the Eligibility Notice purports to unilaterally amend the Charter’s definition of the District’s electorate.

52. In doing so, however, the District and the Council Member Defendants have willfully disregarded the Charter’s Section 9 and failed to follow the proper Charter-amendment procedure.

53. As a result, the District and the Council Member Defendants have defied, violated, and breached the Charter’s Section 9 provisions which prescribe how to lawfully amend the Charter. *See Ex. 1, Sec. 9.*

F. The Eligibility Notice Was Issued in Contempt of the Consent Judgment, and Purports to Reinstate Voter Eligibility Requirements Already Adjudged to be Unconstitutional.

54. The Eligibility Notice contains language that purports to grant (i) “each individual person named on a recorded deed for property in [the District],” and (ii) “each corporation, partnership, limited liability companies, unincorporated associations, owning property,” the right to vote at District meetings—regardless of whether the voter was a natural person, whether the voter resided (or had a principal address) within the District, whether the voter spent any time (at all) within the District’s territory, and regardless of whether the property that the person or entity owned was a commercial or residential property interest.

55. Notably, the language in the Eligibility Notice purports to include all full or partial owners of all the non-residential, condominium storage locker and cabana units at the Bonnet Shores Beach Club, however small or insignificant that ownership interest is, and despite the fact all such units are zoned as commercial properties.

56. As previously adjudged in the First Case by Paragraph 4 of the Consent Judgment, because such a definition of voter eligibility would once again permit thousands of

non-resident property owners (including thousands of non-residents who own a commercial property interest in a storage locker or cabana at a beach club in the District)² to vote in District elections, *the Eligibility Notice directly violates the Consent Judgment's Paragraph 4*, which (i) granted judgment in Plaintiffs' favor on their Count IV claims alleging that the inclusion of non-residents as eligible voters in the District unconstitutionally diluted the votes of the District's residents, and (ii) conclusively established that the District violated 42 U.S.C. § 1983 and the United States Constitution because of the Charter's failure to tether voter eligibility to any residency requirement diluted the votes of the District residents, per the Complaint's allegations. *See Ex. 2*, at 8, 13 ¶¶ 37–38, 73; *Ex. 4*, at 2, ¶ 4; *Ex. 9*, July 17, 2024 Eligibility Notice, ¶¶ 2–3; *see also Ex. 1*, at Sec. 2.

57. Although the Eligibility Notice's voter eligibility requirements attempt to unilaterally reformulate the phrasing from the voter-eligibility definition in Section 2 of the Charter—the language change is a mere verbal distinction without a substantive difference because it does not alter the class of eligible voters from that defined in Section 2 of the Charter. Thus, the practical effect of the Eligibility Notice is the same as Section 2 of the Charter as they both allow unlimited numbers of non-residents' to vote at District meetings—in direct violation of the Fourteenth Amendment of the United States Constitution as per the Consent Judgment.

58. The District, through the Council Member Defendants, issued the Eligibility Notice in a deliberate attempt to circumvent and defy the provisions of the Consent Judgment.

² As the Court is aware through the prior proceedings in the First Case, the District had previously admitted in Paragraph 37 of its Answer in the First Case that there are “over 4,000 owners of beach club bathhouses or cabanas.” The Court identified in its Decision's statement of facts that there are 930 parcels at the beach club, and such parcels often have multiple owners—which explains why the number of property owners totals over four thousand of them. *See Ex 2*, Complaint, ¶ 37; *Ex. 3*, Decision, at 4.

59. To enforce their rights under the United States Constitution, the Charter, and the Consent Judgment, Plaintiffs retained the undersigned counsel to bring this action seeking to hold the Defendants in contempt of the Consent Judgment and to obtain other relief for their misconduct.

**COUNT ONE: CIVIL CONTEMPT AGAINST THE DISTRICT AND THE COUNCIL
MEMBER DEFENDANTS IN THEIR OFFICIAL CAPACITIES
– FOR VIOLATION OF CONSENT JUDGMENT**

60. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

61. The Consent Judgment is a lawful decree and final judgment of the Court and is binding on the District and the Council Member Defendants in their official capacities as such.

62. The District and the Council Member Defendants previously agreed—via Paragraph 4 of the Consent Judgment—that permitting and enforcing the Charter’s voter eligibility requirements allowing all non-resident property owners to vote in District elections violated the Fourteenth Amendment of the United States Constitution.

63. As more fully described above, the District and the Council Member Defendants have violated the Consent Judgment when they unilaterally implemented voter-eligibility requirements through the Eligibility Notice that continue to violate the Fourteenth Amendment and unlawfully dilute residents’ votes.

64. As a result of the District’s and the Council Member Defendants’ unlawful conduct, and unless they are restrained and enjoined from further implementing their contemptuous conduct, Plaintiffs have sustained and will sustain irreparable harm as a result of the violation of the Consent Judgment; *to wit*: the dilution and debasement of their votes at the August 26, 2024 Annual Meeting (or at whatever later meeting may occur when District voters

are allowed to vote as provided for in the Eligibility Notice) in violation of the Fourteenth Amendment of the United States Constitution.

65. If the August 26, 2024 Annual Meeting were to take place on such date or at some other or later date and if voter eligibility were to be defined by the terms of the Eligibility Notice, monetary compensation would be insufficient to remedy the harm done to the Plaintiffs and the other residents of the District.

66. The balance of equities and the public interest weigh heavily against permitting the District and the Council Member Defendants to willfully violate a Court order and unconstitutionally dilute Plaintiffs' and other District residents' votes in District elections by its aforesaid conduct.

**COUNT TWO: VIOLATION OF 42 U.S.C. § 1983 AGAINST
THE DISTRICT AND THE COUNCIL MEMBER DEFENDANTS, INDIVIDUALLY –
FOR VIOLATION OF THE FOURTEENTH AMENDMENT OF THE UNITED STATES
CONSTITUTION**

67. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

68. The District's and the Council Member Defendants' intentional, unilateral, and improper implementation of new voter-eligibility requirements through the Eligibility Notice occurred under the color of state law and pursuant to an official policy of the District because they purported to act under the powers granted to them by the Charter.

69. The intentional, unilateral, and improper implementation of new voter-eligibility requirements via the Eligibility Notice unconstitutionally dilutes the votes of Plaintiffs and the District's other residents because (i) many non-residents lack a substantial property interest in the outcome of District elections, and (ii) given the numerosity of such non-resident property owners, it gives these non-residents a disproportionate influence over the outcome of District elections.

70. Therefore, the District and the Council Member Defendants, acting as persons under the law and in their individual capacities under the color of state law, have violated the Fourteenth Amendment of the United States Constitution when they issued the Eligibility Notice, thereby violating 42 U.S.C. § 1983.

71. The District's and the Council Member Defendants' violations have caused Plaintiffs and other residents of the District to suffer irreparable harm and financial damage, and they will continue to do so unless they are restrained and enjoined from implementing the voter-eligibility provisions in the Eligibility Notice.

COUNT THREE: BREACH OF CHARTER'S SECTION 9

72. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

73. Subject to this Court's judgments in the First Case, the Charter is otherwise a lawfully adopted, enforceable, and actionable act of Rhode Island's General Assembly.

74. The Charter's Section 2 defines the voter-eligibility requirements for the District's annual and special meetings.

75. The Charter's Section 9 prescribes the procedure to which the District must adhere to amend the Charter.

76. By issuing the Eligibility Notice through the Council Member Defendants, the District purported to amend Section 2 of its Charter by supplanting the definition of voter-eligibility therein with that described in the Eligibility Notice.

77. But because the District and the Council Member Defendants failed to lawfully adopt a Charter amendment to its Section 2 in accordance with Section 9 of the Charter, the Defendants' act of unilaterally implementing and adopting the voter requirements described in the Eligibility Notice violates and breaches the applicable terms of the Charter.

78. As a result of such violations and breaches, the District and the Council Member Defendants have caused the Plaintiffs to suffer extensive and irreparable harm and financial damage, and they will continue to do so unless they are restrained and enjoined from implementing the provisions of the Eligibility Notice.

WHEREFORE, Plaintiffs, Robert E. Patterson and Mary Burke Patterson, seek judgment and temporary and permanent injunctive relief in their favor against the Defendants Carol O'Donnell, Marlene Bellini, Steve Danuszar, and Anthony DeAngelis, as well as against the Defendant, Bonnet Shores Fire District, on all foregoing causes of action, as follows:

- A. An order temporarily, preliminarily, and permanently restraining the District and the Council Member Defendants from holding elections at any annual or special meeting where the electorate is defined by the terms of the Eligibility Notice or Section 2 of the Charter;
- B. An order temporarily, preliminarily, and permanently enjoining the Defendants from permitting any non-resident property owners of the District from voting in any Annual or Special Meeting of the District until and unless the District's Charter is lawfully amended to allow such non-residents to vote in District elections or on other District matters. As adjudged in Paragraph 1 of the Consent Judgment and pending adoption of revised voter eligibility rules in the Charter, eligible voters at any Annual or Special Meeting of the District held after the date hereof therefore shall be limited to citizens of the United States, age eighteen years or over, who have maintained a residence and home in the Bonnet Shores Fire District for thirty days next preceding the date of such a meeting and who have resided for at least thirty days in the Bonnet Shores Fire District;

- C. A finding and judgment that by issuing the Eligibility Notice, the District and the Council Member Defendants violated the Consent Judgment and acted in contempt thereof;
- D. A finding and judgment that by issuing the Eligibility Notice, the District and the Council Member Defendants have violated the Fourteenth Amendment of the Constitution of the United States and are therefore in violation of 42 U.S.C. § 1983;
- E. An order and judgment finding Plaintiffs are the prevailing parties in this action, and awarding Plaintiffs their reasonable attorneys' fees and costs incurred in connection with prosecuting the same;
- F. A finding and judgment that the District and the Council Member Defendants breached and violated the Charter when they unilaterally disseminated and have attempted to implement the voter-eligibility requirements as defined in the Eligibility Notice;
- G. An order and judgment compelling compliance with the Parties' Consent Judgment in the First Case, particularly with reference to its Paragraphs 4 and 5; and,
- H. An order and judgment awarding such other and further relief in Plaintiffs' favor as this Court deems just and proper.

**PLAINTIFFS ROBERT E. PATTERSON
AND MARY BURKE PATTERSON**

By their Attorneys,

/s/ Robert G. Flanders, Jr.

Robert G. Flanders, Jr. (#1785)

Kevin W. Stone, Jr. (#10843)

WHELAN CORRENTE & FLANDERS LLP

100 Westminster Street – Suite 710

Providence, RI 02903

Tel. (401) 270-4500

Fax (401) 270-3760

rflanders@whelancorrente.com

kstone@whelancorrente.com

Dated: July 31, 2024

Verifications Appear on the Next Page

