

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

Christine Peabody; Michael Griggs;  
Lauren Griggs; and C. Monica Griggs  
Plaintiffs

v.

C.A. No.: 08-00243 ML

Carol Rita Kimberly Griggs, alias;  
David Heal, Alias, individually and  
in his capacity as purported Trustee of  
the Trust of the late Glenn E. Griggs;  
Deborah Griggs, *alias*; Dan A. Griggs, *alias*;  
Edward L. Gerstein, *alias*; Edward Brayton, *alias*;  
John Does 1 through 10; Jane Roes 1 through 10; XYZ Corporations,  
Partnerships, Limited Liability Companies, Trusts and/or  
Enterprises 1 through 10  
Defendants

**SECOND AMENDED COMPLAINT**

**NATURE OF THE ACTION**

This action and Second Amended Complaint arises from a lengthy scheme headed by Defendant, Carol Griggs, to gain control over the person and estate of Glenn E. Griggs and, through fraud on Glenn E. Griggs and upon the Probate Court of Warwick, Rhode Island, (1) maintain control of the person and estate of Glenn E. Griggs and over several businesses which Glenn E. Grigs had a controlling ownership interest in (i.e., the Griggs & Browne Corporations, as hereinafter defined) and (2) intentionally and proximately injure the Plaintiffs.

**PARTIES**

**Parties Plaintiff**

1. Plaintiff, Christine Peabody (“Christine”) is a resident of Coventry, Rhode Island and a daughter of the late Glenn E. Griggs (“Glenn) through his first marriage, to Nancy Griggs.

2. Plaintiff, Michael Griggs (“Michael”) is a resident of Bourne, Massachusetts and a son of the late Glenn E. Griggs (“Glenn”) through his first marriage, to Nancy Griggs.

3. Plaintiff, Lauren Griggs (“Lauren”) is a resident of East Greenwich, Rhode Island and a daughter of the late Glenn E. Griggs (“Glenn”) through his second marriage, to Patrizia Griggs (a/k/a Patricia Griggs).

4. Plaintiff, C. Monica Griggs (“Monica”) is a resident of Jamestown, Rhode Island and a daughter of the late Glenn E. Griggs (“Glenn”) through his second marriage, to Patrizia Griggs.

5. Christine, Michael, Lauren, and Monica are four (4) of the six (6) natural children and are heirs at law of their late father, Glenn (hereinafter, also referred to as “their father”).

**Parties Defendant**

6. Upon information and belief, defendant, Carol Rita Kimberly Griggs (“Carol”) is a resident of the City of Cranston, Rhode Island.

7. Upon information and belief, defendant, David Heal (“Heal”) is a resident of Smithfield, Rhode Island and is the purported Trustee of a so-called Trust of Glenn E. Griggs, and/or other representative of Glenn’s estate.

8. Upon information and belief, defendant, Deborah Griggs (“Deborah”) is a resident of West Greenwich, Rhode Island.

9. Upon information and belief, defendant, Dan A. (Anthony) Griggs (“Dan”) is a resident of Providence, Rhode Island.

10. Deborah and Dan are two (2) of the six (6) children and heirs at law of Glenn.

11. Upon information and belief, defendant, Edward L. Gerstein (“Gerstein”), is a resident of Rhode Island.

12. Upon information and belief, Gerstein has at all times maintained an office or place of business in Little Compton, Rhode Island.

13. Upon information and belief, Edward Brayton (“Brayton”) is a resident of East Providence, Rhode Island.

14. Defendants John Doe 1 through 10 and Jane Doe 1 through 10 are a person or persons whose identity and/or culpability is currently unknown to the plaintiffs but, upon information and belief, may be or are responsible and/or liable toward plaintiffs under one or more of the following claims or counts.

15. Defendants XYZ Corporations, Partnerships, Limited Liability Companies, Trusts and/or Enterprises 1 through 10 are an entity or entities whose identity, utilization by other defendants, and/or culpability is currently unknown to the plaintiffs but, upon information and belief, may be holding or have held assets and/or may be responsible and/or liable toward plaintiffs under one or more of the following claims or counts.

### **THE GRIGGS & BROWNE COMPANIES**

16. **Griggs & Browne Co., Incorporated** (hereinafter referred to by its name and/or as “the first company”), **Griggs & Browne Home Inspection Service, Inc.** (“G&B Home”), **Griggs & Browne Services, Inc.** (“G&B Services”), and **Griggs & Browne Termite Control Co., Inc.** (“G&B Termite”) are Rhode Island business corporations (hereinafter sometimes referred to collectively as the business or the “Companies”) which, at all relevant times, were engaged in interstate commerce.<sup>1</sup>

---

<sup>1</sup> The Companies were named as parties in the original and First Amended Complaint pursuant to the Declaratory Judgments Act, 28 U.S.C. § 2201, and the Uniform Declaratory Judgments Act, R.I.G.L. § 9-30-1, et seq., since they have an interest which might be affected by the outcome of this case. However, they have since expressed a

**JURISDICTION**

17. Subject matter jurisdiction is based upon the provisions of 28 U.S.C. § 1331 in that it asserts federal claims. Supplemental Jurisdiction over all other claims also exists pursuant to 28 U.S.C. 1367.

18. In furtherance of its federal jurisdiction, this court has jurisdiction to allow declaratory relief pursuant to 28 U.S.C. § 2201, *et seq.*, and, in furtherance of its pendant jurisdiction, pursuant to Title IX, Chapter 30 of the General Laws of Rhode Island 1956, as amended (known as the “Uniform Declaratory Judgments Act”), in that Plaintiffs request that the court declare rights, status, and other relations of and among the parties.

**VENUE**

19. Venue of this action is founded and appropriate in this Court and judicial district pursuant to 18 U.S.C. § 1965 and pursuant to 28 U.S.C. § 1391(b).

**FACTUAL PREDICATES AND BACKGROUND**  
**THE SCHEME TO DEFRAUD –**  
**PARTICIPANTS AND GENERAL OUTLINE**

20. Glenn was the majority shareholder of Griggs & Browne businesses (except G&B Services) during the 1960s, 1970s, 1980s, 1990s, and, upon information and belief, subsequently. At some time unknown to, and undiscoverable by, Plaintiffs, Glenn’s ownership in the Companies was transferred from him by virtue of undue influence exacted on him.

21. Glenn was listed as a director of the Companies through 2003 (as to G&B Services, beginning in 2000).

---

desire not to have that interest represented – and, in fact, filed a motion to dismiss denying that they are interested. Thus, Plaintiffs, on that basis, have not named them as parties in this Second Amended Complaint.

22. Carol was hired as a receptionist at the first Griggs & Browne Company, Griggs & Browne Co., Incorporated. She started in approximately 1979, and remained in this position during the 1980s.

23. David J. Aubin, Jr. (“Aubin”), a manager of the Companies with whom Carol had been having a romantic affair, promoted Carol at her behest and gave her the title of “Vice President” to continue the relationship.

24. Each year during the 1990s Glenn’s memory became worse and he seemed to have increasing difficulties making important decisions for himself.

25. Glenn suffered from alcoholism and at times exhibited several traits making him susceptible to undue influence including depression, anxiety, and diminished mental capacity.

26. Carol was aware of Glenn’s diminishing mental capacity, and knowingly used that information to gain undue influence over him and to substitute her will for his.

27. Carol thereafter devised and embarked upon a scheme to defraud Glenn and the Plaintiffs by gaining control of Glenn, and thereby his finances and the Companies, to divert the use of his assets for herself, and to entice and/or coerce the assistance of others with promises of jobs, management input and (with respect to Glenn’s children, Dan and Deborah) increase of expected inheritances and participation in Glenn’s life and affairs.

28. As part of her scheme to defraud Glenn and the Plaintiffs, Carol initiated a “romantic” relationship with Glenn and, by 1993, was a manager of the Company.

29. By 1996 Glenn Griggs’ mental acuity was markedly diminished to the point it could be observed by his family and friends.

30. Carol and Glenn were married in April 1996, but the marriage was primarily intended only to assist Carol in convincing Glenn that she was the only person he could trust.

31. In November 1996, Carol filed a petition for divorce from Glenn since she did not truly care for him and recognized the marriage was no longer necessary to retain her control over him final decree entered in April 1997.

32. Despite the divorce, Carol continued to exercise undue influence over Glenn and to substitute her will for his in decisions regarding his financial affairs and the Companies.

33. Having previously learned and/or realized the extent of Glenn's susceptibility and her undue influence, Carol seized upon the opportunity to do "everything" for Glenn including hiring and/or firing attorneys. For example, upon information and belief – based upon recorded conversations between Carol and her father – Carol made all arrangements necessary to get a mortgage and attorney for the purchase of a condominium in Warwick, Rhode Island.

34. As a means of furthering and concealing her influence, Carol poisoned Glenn's mind with negative ideas about his family, friends, and professional advisors and promoted herself as the only person he could trust.

35. For example, Carol continually and falsely told Glenn that he was "broke," that his family was "evil" and only interested in his money, and that she could "save" him.

36. Through her false, continuous and overwhelming representations to Glenn, Carol was able to isolate him from his family, friends, and personal advisors, as more particularly described in **Paragraphs 174-203**, thereby furthering her influence and control of him.

37. Through such undue influence and control, Carol overpowered Glenn's will and caused him to transfer assets and control (over him and the Companies) to her and/or others acting in concert with her.

38. Carol's exercise of undue influence for the purpose of gaining control over Glenn, and, through him, his financial affairs and the Griggs & Browne Companies constituted a scheme

to defraud Glenn and the Plaintiffs, who were expected heirs of Glenn and who refused to cooperate with Carol's plans and/or to accede to her objectives.

\*\*\*\*\*

39. Carol enlisted the assistance of Defendants David Heal ("Heal"), and Edward Brayton ("Brayton") – employees of one or more of the Companies – in her scheme and, more particularly, to (a) assist in the management of Griggs & Browne Companies (the "Companies"), (b) assist ousting David Aubin, Michael Griggs, and Lauren Griggs from the Companies, and (c) undertake acts intended to maintain the fraudulent appearance that Glenn was making decisions for himself and for the Companies.

40. Heal and Brayton observed and understood that Carol was unduly influencing Glenn and substituting her will for Glenn's but nevertheless agreed to assist her.

41. By way of example (but without limitation) as described in **Paragraphs 180, 192, 195, 197-200, and 201-203**, in 1999 Heal assisted in isolating Glenn from his children, Michael Griggs and Lauren Griggs, by removing Michael from the Companies and keeping Lauren out of them (despite Glenn's wishes that she accepted employment there).

42. By way of example (but without limitation) as described in **Paragraphs 178, 179, 192, 194-197, and 200**, in 1999 Brayton assisted in isolating Glenn from his friend David Aubin and from his son Michael Griggs.

43. By way of example (but without limitation) as described in **Paragraphs 193-200**, Carol, Brayton and Heal trumped up false accusations that Michael Griggs was "embezzling" from the Griggs & Browne Companies in order to extort him to resign and give up an ownership interest he had in Griggs & Browne Co., Incorporated and an ownership interest he had in Griggs & Browne Services Inc. Acting in conspiracy with the others, Heal told Michael "if you don't

take this deal we will come after your house!” They falsely accused him of embezzling sums ranging from \$500,000.00 to \$2,000,000.00.

44. At the time of these incidents Glenn was no longer in control of the Griggs & Browne businesses; instead, Carol, Heal and Brayton were making decisions, thereby acting as *de facto* managers.

45. Heal, Brayton and Carol fraudulently represented to employees of the Companies and to third parties that Glenn was in control and making decisions.

46. These fraudulent representations were made for the purpose of creating and maintaining the false appearance that Glenn was making decisions for the Companies.

\*\*\*\*\*

47. In February, 1996, 1997 and 1998, the annual reports of Griggs & Browne Co., Inc. list Glenn, Michael and Dan as the Directors and officers, with Brayton holding the position of Secretary. However, by virtue, and in furtherance, of Carol’s undue influence and their conspiratorial scheme to defraud: Heal was made a Director of the first company for 1999 and 2007-2009, and became an Officer in 2000, Brayton and Carol became Directors of the first Company in 2000 (replacing Michael and Dan Griggs) through 2006, and Dan became an Officer in 2004-2009 and a Director in 2007-2009; Carol became a Director of G&B Services in 2000-2006, and Heal became an Officer 2004-2009; Brayton remained a Director of G&B Termite in 1999, Carol became a Director in 2000-2006, and Heal became a Directors in 2000-2009; Brayton remained a Director of G&B Home in 1999, Heal became a Director and Officer in 1999-2009, and Carol became a Director in 2000-2006.

\*\*\*\*\*

48. Dan Griggs was aware that Carol was exerting control over Glenn and substituting her will for Glenn's free will.

49. In May, 2000, Dan told Patrizia Griggs that Carol "walks around like she owns (Griggs & Browne)." Dan told Christine Peabody that all Dan cared about was his own position in the business and not about his father's condition.

50. No later than May 2000 (but perhaps earlier) Dan agreed to assist Carol's scheme to maintain and further her control, for his own pecuniary advantage including retention of his participation and control in the Griggs & Browne Companies, and retention of his expected inheritance rights.

51. Dan continued thereafter to act at Carol's direction with respect to the Companies – knowing that she was substituting her will for Glenn's in order to control his financial estate and the Companies – with the intent to further her scheme so that he might benefit as well.

52. Thereafter, Dan participated in control over the Companies with Carol, Heal and Brayton and, at such times more particularly set forth herein (*see, e.g. Paragraph 47*), acted as an Officer of the Griggs & Browne businesses.

53. In the summer of 1997, Carol began telling Deborah that she need not worry because she (Deborah) would get 52% of "everything" in Glenn's estate when he died, as long as Deborah cooperated with Carol. (This was not learned by the Plaintiffs until after June 2004).

54. Deborah knew that Carol was controlling Glenn and substituting her will for his as part of a scheme to control Glenn and the Companies, for the purpose of defrauding Plaintiffs, and agreed to assist that scheme for her (Deborah's) own pecuniary advantage.

55. Deborah and Dan both agreed help keep Glenn isolated from his other family.

56. Thereafter, Carol, Dan and Deborah, with the agreement and knowledge of Heal and Brayton, kept Glenn isolated at his Warwick house and prevented Plaintiffs from accessing Glenn except under strict surveillance, so that Plaintiffs could not interfere with Carol's control.

57. Upon information and belief, Gerstein advised that Glenn's family, except Dan and Deborah, be denied access to Glenn.

58. Despite his isolation at home, upon information and belief, from conversations with former employees of the Griggs & Browne Companies, Glenn was brought to the Company – usually chauffeured – on a weekly basis. This was done in order to create the false and fraudulent illusion that Glenn was making decisions regarding the Companies.

59. During his time at the business, Glenn was kept isolated in his office, and any interactions he had with others were supervised by Carol, Heal, and/or Brayton.

60. Upon information and belief, at various times, Carol, Heal, Dan, Brayton and Deborah would meet to discuss the Companies and make management decisions. (This belief is based upon Deborah's Probate Deposition testimony, and other statements made by her stating this).

61. As part of their fraudulent scheme, Carol, Heal, Brayton, Deborah and Dan conspired to undertake efforts to maintain the appearance that Glenn was in control of himself and the Companies.

62. These efforts included filing fraudulent corporate reports with the Secretary of State listing Glenn as a Director and included his (purported) signature. Glenn's "signatures" fraudulently appeared on the annual reports from 2000 through February 2003, though he was not in control of the Companies and did not understand his acts or what he was signing.

63. These efforts also included false communications to company employees and other third parties that certain decisions – made by these defendants – came from “Glenn.”

\*\*\*\*\*

64. In July 2004, after Dan filed a Petition for guardianship to assist Carol in maintaining her control over Glenn – and, through him, the Companies and his estate – Dan’s participation in Carol’s scheme was rewarded and he was made an Officer of the first company, *i.e.*, titular Vice President and Treasurer (in 2006) and titular President and Secretary thereafter. He was then made a Director in 2007.

\*\*\*\*\*

65. As part of the scheme to defraud the Plaintiffs of their expected inheritance (and other participation in the personal and financial affairs of Glenn E. Griggs) Carol, with Deborah’s assistance, exercised undue influence to substitute her will for Glenn’s and to thereby fraudulently cause him to execute certain so-called “financial planning documents,” [hereafter, sometimes referred to collectively as Glenn’s “financial planning documents”], *to wit*:

- (a) On June 24, 1998, Glenn, under undue influence, executed a Durable Power of Attorney, appointing Deborah to certain powers.
- (b) On July 28, 1999, Glenn executed a “Last Will and Testament” in which “my friend” Robert E. Veasey, Jr. (“Veasey”) and Deborah were to be co-executors. Under the terms of this document Carol was to receive the house in Warwick. However, Glenn omitted his daughters Monica and Lauren from his will, *with no explanation*.
- (c) The “Last Will and Testament,” recites that Glenn also created a Trust Agreement naming Robert E. Veasey, Jr., and Deborah Griggs as co-trustees. This Trust Agreement has always been secreted and concealed from the Plaintiffs.

66. The attorney involved in drafting these financial planning documents was, at that time, acting as attorney for Carol who was defendant in a state Superior Court case alleging that

she had unduly influenced her father to name her as a beneficiary of certain life annuities. Edward Gerstein replaced that attorney in November 1999.

**“GRIGGS I”**

67. In September of 2000, Christine and Lauren were preparing to file a Guardianship Petition to save their father (Glenn) from the undue influence being thrust upon him. The Petition was filed in October 2000 and entitled *In Re: Estate of Glenn E. Griggs*, Probate Ct. Docket No. 2000-418 [hereafter, for convenience, “Griggs I”].

68. After Dan and Carol learned of the Petition, Glenn’s home on Nausucket Ave. in Warwick was enclosed by a tall, solid fence with electrically operated gate, warning signs and other means of restricting access to Glenn. As a result of Defendants’ conspiratorial efforts, Plaintiffs do not know who ordered this, but, upon information and belief, each Defendant knew and intended this to happen in furtherance of the scheme to defraud Glenn and the Plaintiffs.

69. Upon information and belief, Carol then hired Gerstein to challenge Christine and Lauren’s petition on her behalf and/or for Defendants’ benefit.

This belief is based upon testimony of Deborah Griggs given on April 2, 2004 and April 19, 2004 (made a part of the probate record in *In re Estate of Glenn E. Griggs*, Probate Ct. Docket No. 2003-249, and copies previously filed by Plaintiffs in this action with an opposition memorandum, *See Docket Nos. 81-82*) [hereafter, “Deborah’s Deposition”]; a 2005 written statement by her (attached hereto as “**Exhibit A**” and incorporated herein by reference) [hereafter “Deborah’s 2005 Statement”]; a corroborating statement by her boyfriend David Laliberte (attached hereto as “**Exhibit B**,” and incorporated herein by reference); other

statements by Deborah to one or more of Plaintiffs and/or Patrizia Griggs; Carol's prior pattern of hiring and firing Glenn's professionals and Gerstein's later actions in the Probate Court.

70. Gerstein had opportunity to observe Carol's control over Glenn and was aware, at that time and after, that Carol was exerting undue influence and substituting her will for Glenn's.

71. Gerstein nevertheless agreed to assist Carol's scheme, to charge Glenn's estate and/or the Companies inappropriate, unnecessary and self-serving legal fees.

72. Gerstein further became aware of Glenn's mental condition by virtue of an M.R.I. taken in October 2000 which was not disclosed to Plaintiffs but which, upon information and belief (based upon information provided by Glenn's doctors in October 2002), showed that Glenn was suffering from a form of progressive dementia, severe brain atrophy (the atrophy of a 90-year-old) and that Glenn was not mentally capable of making important decisions.

73. In collusion with Dan, Deborah, and Carol – and, upon information and belief, with the knowledge and agreement of Heal and Brayton – Gerstein devised a fraudulent scheme to:

(a) appear and act as Glenn's purported attorney following filing of the Probate Petition by Christine and Lauren;

(b) cause Glenn to execute financial planning documents (despite the pendency of a challenge to Glenn's capacity to do so), including a "First Codicil" to Glenn's 1999 Last Will and Testament, revisions to Glenn's 1999 Trust, and a Power of Attorney (the "POA") (though knowing that Glenn was not competent to do so and/or that his will was being overcome by undue influence, including fraudulent representations to Glenn);

(c) assist in isolating Glenn from the Plaintiffs and family members (other than Dan and Deborah), and trusted professionals; and,

(d) by manipulation of judicial processes, fraud and/or material misrepresentations upon the state courts, and (if necessary) through the fraudulently created POA (in Deborah Griggs and David Heal) prevent disclosure of Glenn's healthcare records and so-called "financial planning documents";

all for the purpose of assisting and maintaining Carol's control over the person and estate of Glenn E. Griggs and his assets; assisting and maintaining the control over the Griggs & Browne Companies exercised by Carol, Deb, Dan, Heal and Brayton; and to do all things necessary to prevent Plaintiffs from receiving any inheritance or to participate in Glenn's life.

74. Upon information and belief, Gerstein continued thereafter to act at Carol's direction with respect to the probate litigation and Glenn's care.

This belief is based upon Deborah's Deposition; Deborah's 2005 Statement; the corroborating statement by her boyfriend David Laliberte ("Exhibit B"); other statements made by Deborah to one or more of the Plaintiffs and/or Patrizia Griggs; and Gerstein's later actions in the Probate Court and outside of the Probate Court (such as instructing Heal and Brayton to keep Glenn's family away from him; threatening Michael with false allegations of "protective custody" and false innuendoes of criminal conduct; and numerous and constant meetings with Carol to discuss the probate proceedings, Glenn's "care," how to maintain the false appearance of Glenn's capacity and control, and how to isolate Glenn).

\*\*\*\*\*

75. In furtherance of the scheme, on or about October 25, 2000 – with a challenge to Glenn's capacity underway – Carol, at Gerstein's direction and advice, exercised her undue influence to cause Glenn to execute the "First Codicil."

76. The purpose of the First Codicil was to correct an "error" in Glenn's will, *i.e.* the pretermission of two of Glenn's daughters, which could render the will invalid under Rhode Island law since it would call Glenn's testamentary capacity into question.

77. The "First Codicil" recites that Glenn's 1999 Trust was amended on that same day. As a result, Robert Veasey was replaced as Trustee by Heal and Deborah was also named

as a Trustee. There may have been other changes to the Trust, but the Trust has always been secreted and concealed from the Plaintiffs.

78. Also in October 2000, Carol – at Gerstein’s direction and advice – exercised her undue influence to cause Glenn to create a Durable Power of Attorney in Deborah, with David Heal as an alternate. [Hereafter, the “2000 Power of Attorney”].

79. Glenn did not understand the nature of his acts when he executed the First Codicil, the Trust amendment, or the 2000 Power of Attorney.

80. Deborah and Heal agreed to assist Carol’s plans by being named in the 2000 Power of Attorney and, if necessary, to exercise that Power.

\*\*\*\*\*

81. The 2000 Power of Attorney was fraudulently made and evidenced and constituted a “backup” plan that “Deborah” (acting at the direction of Carol and Gerstein) could posit the Power of Attorney as a less restrictive alternative to a court-appointed guardian, thereby permitting defendants – through Deborah – to maintain control over Glenn and the Companies. (The primary plan being Gerstein’s false assertion that “Glenn” had hired him, that “Glenn” wanted to contest Lauren and Christine’s Petition, and that Glenn was competent and in control of the Companies).

82. Gerstein and Carol told Deborah that she would need a separate lawyer for this, that she had no “say” in the matter, and that they had an attorney for her.

83. Upon information and belief – derived from conversations with Deborah – Gerstein and “Deborah’s” lawyer (hired by Carol and Gerstein) instructed Deborah to keep Glenn away from her sisters and his ex-wives in order to prevent interference with the undue influence that Glenn was being subjected to, saying “it’s all about the [probate] case, Deb.”

84. Upon information and belief – based upon statements by Deborah stating this – the lawyer hired for Deborah, acting with the knowledge and/or direction of Gerstein, advised her not to disclose concerns she had about Glenn and his behavior because it would “hurt the [probate] case.”

85. Deborah agreed to these instructions and continued, then and thereafter, to conspire with and assist Carol and Gerstein, knowing that they planned to conceal Glenn’s true mental status and subjection to undue influence in order to continue Carol’s control.

\*\*\*\*\*

86. In furtherance of the scheme, in October 2002 Gerstein fraudulently announced himself to be “Glenn’s” lawyer and instructed Christine, Lauren, and Monica that they were not to visit their father.

87. In furtherance of the scheme, Gerstein fraudulently represented that he was acting at Glenn’s directions and that “Glenn” wished to contest Lauren and Christine’s Petition.

88. At a Warwick Probate Court hearing November 30, 200, Gerstein knowingly, falsely and fraudulently represented that a neurologist (the “neurologist”) was Glenn’s “treating” physician.

89. Upon information and belief (based upon a statement by Deborah stating this), Gerstein ordered her to take Glenn to the neurologist (one known to accept attorney referrals).

90. The neurologist was not Glenn’s “treating” physician, but was specially engaged to contest Lauren and Christine’s petition.

91. An M.R.I. of the brain was performed on Glenn at the Westerly Hospital at the request of the neurologist. (The “2000 M.R.I.”). Upon information and belief (based upon a

later M.R.I., *see* **Paragraph 107**), the M.R.I. revealed, among other things, that Glenn had severe frontal lobe brain deterioration.

92. Despite the M.R.I., the neurologist submitted a misleading affidavit to the court which did not mention the M.R.I., and which claimed that Glenn was suffering from a degenerative condition that “affects a patient’s communicative abilities.”

93. Gerstein, Deborah and Carol were aware that the neurologist’s affidavit was incorrect and materially misleading in that it contained material omissions, but nonetheless conspired and agreed to present it to the Probate Court because it would support their scheme and because a proper evaluation would evidence that Glenn was not mentally capable of making health care decisions, financial decisions, or to exercise the control over the Companies (which Defendants were fraudulently purporting he was doing).

94. Due to their conspiratorial efforts, Plaintiffs do not know which additional defendants were privy to the M.R.I. results, but each would have known that the neurologist’s affidavit was incorrect and materially misleading. Moreover, each defendant was a participant in the conspiracy to defraud, and agreed and intended that fraud upon the Probate Court should be undertaken to maintain that control.

95. Throughout the Probate proceedings, and as part of the scheme to defraud Glenn and the Plaintiffs, Gerstein consistently falsely and fraudulently represented to the Probate Court and to third parties that “Glenn” was making decisions for himself and the Companies, that Glenn was competent and free from undue influence, and that Glenn was directing Gerstein.

96. Upon information and belief, throughout the probate proceedings, Gerstein “always refer[ed] to Carol,” worked for Carol and had little, if any, communication with Glenn, and, in that regard, spoke to Carol on an almost daily basis. (This belief is based upon Deborah’s

Deposition, Deborah's 2005 statements, other statements by Deborah Griggs stating this, and the totality of the circumstances).

97. Upon information and belief, Gerstein and Carol would discuss and make decisions regarding Glenn, his financial estate, and the probate case, but would often not allow Glenn to be present. (This belief is based upon Deborah's Deposition, Deborah's 2005 Statement, and other statements by Deborah to some or all of the Plaintiffs).

98. On June 21, 2001, the Probate Court Judge, in part relying on Gerstein's fraudulent representations, denied Lauren and Christine's petition for guardianship reasoning that there were "financial planning documents" in place that would provide a less restrictive alternative to guardianship. However, the Judge expressly stated that she was not ruling on Glenn's competence or the validity of those documents. *In Re: Estate of Glenn E. Griggs*, Probate Ct. Docket No. 2000-418 (June 21, 2001) at 7:22-9:12; 11:2-12; 13:10-17; 14:1 -6;

\*\*\*\*\*

99. During the "Griggs I" probate proceedings, and thereafter, Glenn was kept isolated at his house in Warwick where he was guarded, and the Plaintiffs were not permitted to communicate with him.

100. During "Griggs I," Glenn remained in Deborah's custody, at times, and Carol's custody, at others. When Glenn was in her custody, Deborah acted at the direction of Carol and Gerstein (directly and/or in concert with "her" lawyer).

101. Carol, Dan, Deborah and Heal (with, upon information and belief, the knowledge of Gerstein and Brayton) employed various techniques to maintain the false appearance that Glenn was in "control," including putting "post-it" notes all over his home to remind him of important names and numbers, and putting notes in his car showing him how to use it.

102. Upon information and belief (from conversations with former employees of the Griggs & Browne Companies), during this time Glenn was brought to headquarters of the Companies – usually chauffeured – on a weekly basis, though sometimes staying only a short time. This was done with the knowledge and agreement of all Defendants in order to create the false and fraudulent illusion that Glenn was competent and in control of himself, his financial estate, and the Companies.

103. Carol, Heal, Dan, Deborah and Brayton would assist in keeping the appearance of Glenn’s competence and freedom from undue influence by falsely representing to others in the Companies that “Glenn” made decisions that were, in fact, made by Carol, Dan, Heal, Brayton and/or Gerstein (or with the advice of Gerstein).

\*\*\*\*\*

104. Upon information and belief, as before, at various times, Brayton, Heal, Carol, Dan and Deborah (or a combination of them) would meet to discuss the Companies and make decisions regarding them. (This belief is based upon Deborah’s Deposition, and conversations with Deborah Griggs wherein she stated this).

105. Upon information and belief, at times in and subsequent to 2002, Gerstein would participate in some of those meetings. (This belief is based upon Deborah’s Deposition, and conversations between Deborah Griggs and some of the Plaintiffs wherein she stated this). (At one such meeting in April 2003, Carol threatened to “quit” her position at the Griggs & Browne Companies, but Gerstein talked to her privately and she did not “quit”).

\*\*\*\*\*

106. In October 2002, Deborah purported to exercise the fraudulent Power of Attorney in order to retain control over Glenn during a time of medical illness, but, upon information and

belief, acted at the direction and control of Gerstein and Carol as to Glenn's care and visitation with others. (This belief is based upon Deborah's Deposition, Deborah's 2005 statement, and other statements made by Deborah stating this).

107. At that time, an M.R.I. of Glenn's brain was taken at Kent County Hospital and family members learned from neurologists at that facility that Glenn was suffering from a form of progressive dementia, severe brain atrophy (the atrophy of a 90-year-old) and that this latest M.R.I. was essentially the same as the M.R.I. done in 2000. The doctors at Kent County Hospital advised Lauren, Monica and Christine that Glenn was not (in their medical opinion) mentally capable of making health care decisions.

108. During this time Glenn's daughters Christine, Lauren and Monica attempted to visit Glenn, but were ordered to leave by Gerstein (without consulting Glenn as to his wishes) and were thereafter barred from seeing Glenn at, upon information and belief, Carol and Gerstein's direction. (This belief is based upon subsequent conversations between Deborah and some of the Plaintiffs wherein she stated this, and upon the totality of the circumstances).

109. After this October 2002 hospitalization, Glenn was sent to live with Deborah for a period of time, and kept isolated from Plaintiffs and anyone who threatened Defendants' conspiracy or whose affection might assist Glenn to free himself from defendants' control.

110. In March 2003, Carol learned that Deborah permitted Glenn to have contact with Christine, Patrizia and Lauren; whereupon, she took Glenn from Deborah's home and secreted him at the Hillsgrove Nursing Home (an assisted living facility). Dan was the only family member who knew of his whereabouts.

111. Upon information and belief – based upon Deborah’s Deposition and statements made by Gerstein at Deborah’s Deposition – Gerstein ordered this removal from Deborah’s home to an assisted living facility.

112. In March 2003, Carol took Glenn from the assisted living facility and, through undue influence, caused him to execute a Promissory Note and Mortgage refinancing the property at 500 Nausucket Road, Warwick, RI.

113. Thereafter, Glenn was returned to the Warwick house, where he remained under the control and direction of Carol, with the assistance and/or knowledge of Gerstein, Heal, Brayton and Dan.

114. Carol hired a home care agency (“Comfort Keepers Agency”) to visit and assist Glenn at the Warwick house.

115. Upon information and belief, Carol continued to exercised unusual control over Glenn and was able to cause him to do things that no other person could, through such means as the use of sexual innuendo and advances, constant repetition to Glenn of negative statements about Plaintiffs, and “training” Glenn by pointing to photos of individuals (including some or all of the Plaintiffs) and saying “good” or “bad” for each (the Plaintiffs being “bad”).

This belief is based upon information received from one of the caregivers, Sally Mello (“Mello”), based on her personal observations, and from statements by Deborah subsequent to June 2004 wherein she stated her own prior observations.

116. Upon information and belief, Carol enlisted the unwitting aid of the caregivers by telling them that Glenn’s children and his ex-wives were “evil and greedy,” that they just used him for his money, and that all of the children (except Dan) and both ex-wives had “restraining orders” against them and that only Dan could have free access to Glenn.

117. Carol instructed the caregivers to keep Glenn isolated from his family, including Michael, Christine, Lauren and Monica.

\*\*\*\*\*

**“GRIGGS II”**

118. In June 2003, Patrizia Griggs managed permission for a luncheon visit with Glenn. During that visit Glenn was happy and expressed his desire to remain with her.

119. At that time, Dan and Heal agreed to further assist Carol’s scheme of controlling Glenn and the Companies (with Dan, Heal and Brayton), by preparing a fraudulent petition for guardianship, since it appeared that the Defendants could not otherwise keep Glenn isolated and that he might be rescued from their control and recover some lucidity.

120. On or about June 26, 2003, Dan signed a Petition for Limited Guardianship or Guardianship of Glenn (the “Petition”) with the intent that it be filed with the Probate Court. The ensuing probate case was entitled *In re Estate of Glenn E. Griggs*, Probate Ct. Docket No. 2003-249 [hereafter, for convenience, “Griggs II”].

121. Despite previously claiming that Glenn was competent – even causing him to sign corporate documents – and knowing that Carol caused Glenn to refinance a home in March 2003, Dan now alleged that Glenn was incompetent to make decisions for himself; falsely accused Patrizia, Christine and Lauren of “kidnapping” Glenn; and falsely alleged that Glenn’s desire to stay with Patrizia was a result of undue influence.

122. Dan’s Petition was an attempt to further the fraudulent conspiracy to maintain control over Glenn, his financial estate, and the Griggs & Browne businesses.

123. Heal cooperated with Dan’s sham Petition.

124. Deborah, Carol, Brayton and Gerstein were aware of the Petition and that it was false and contrived, and agreed that it should be filed to assist the scheme to defraud Plaintiffs and control Glenn.

125. Upon information and belief, Dan filed his Petition upon the advice of Gerstein. (This belief is predicated upon, but not limited to, Gerstein's primary role of advocacy in the proceedings that followed, Dan and David Heal's retention of an attorney recommended by Gerstein, and, in 2008, Gerstein joined this attorney as co-counsel for limited guardian Heal).

126. Gerstein did not zealously represent Glenn, but, instead, acted with the purpose of maintaining Carol's control over Glenn and for his (Gerstein's) pecuniary advantage.

\*\*\*\*\*

127. In his Petition, Dan alleged (and swore) that Glenn lacked decision-making ability and falsely alleged that Glenn was "physically taken away by third parties who upon information and belief are unlawfully making all decisions for the respondent." (In fact, this was exactly what Defendants had done to Glenn since 2000).

128. Dan's Petition falsely asserted that he and Heal (who was requested as an additional or alternative guardian) had no conflict of interest that would interfere with their guardianship duties. In fact, both had long assisted the undue influence being exerted on Glenn, acted at Carol and Gerstein's direction, and were profiting through the Defendants' scheme.

129. Dan submitted a false and fraudulent affidavit with his petition, falsely asserting that: "Prior to being removed from his home, [Glenn] was doing well"; that Christine "confirmed that Lauren Griggs, Nancy Griggs and she had removed [Glenn] from his home"; that "[Glenn] wanted to live at his own home [in Warwick] and he was doing well there"; and that it was not in Glenn's best interest to stay with Patrizia Griggs, Nancy Griggs, or Christine Peabody.

130. Dan's affidavit also contained numerous material omissions, including but not limited to the fact that he, Carol, Deborah, and Gerstein had, for several years, isolated Glenn, controlled him, and fraudulently represented him as in control of the Companies.

131. Defendants convinced a home health care worker, Beverly Forte, to submit an affidavit falsely describing the circumstances under which Glenn left his home for the luncheon visit. Her affidavit falsely stated, *inter alia*, that: it was the group's agreement or plan that she accompany them and Glenn for lunch; she attempted to get into the car but that "it sped off at a high rate of speed"; Nancy Griggs said "they had carefully worked this out," "we've got him now" and that Forte "should go file for unemployment"; "Glenn appeared to be very happy living in his home"; Glenn's "behavior was normal and he was able to communicate effectively"; and that Glenn told Forte "on numerous occasions that he did not want to be alone with" Christine, Lauren and/or Nancy Griggs.

132. Defendants knew that these affidavits contained false information.

133. Despite knowing that Patrizia, Lauren and/or Christine had obtained legal counsel (and despite his contact with that legal counsel), Gerstein used these false affidavits to mislead a judge to issue an *ex parte* order for the appointment of Dan and Heal as "emergency" guardians.

134. Dan was present with Gerstein at this *ex parte* hearing.

135. Relying upon Dan and Gerstein's misrepresentations, the Warwick Probate Court ordered Patrizia, Christine and Lauren to turn Glenn over to them.

136. Gerstein continued thereafter to fraudulently represent himself to be Glenn's attorney and to be acting in Glenn's interest.

\*\*\*\*\*

137. During his time away from the undue influence of Carol, Heal, Dan and Gerstein, Glenn hired attorney Frank Orabona.

138. Dan, Heal and Gerstein (in conspiracy with Carol and Brayton) made a challenge, in the Probate Court, to Glenn's competence to hire Orabona.

139. Upon information and belief, Gerstein and Carol used undue influence over Glenn to manipulate his mind and train him to indicate, if necessary, that Gerstein was his attorney.

This belief is based upon Deborah's 2005 Statement (wherein she related her knowledge of Glenn's previous condition and that Gerstein had initially been hired by Carol at a time when Glenn was not capable of making such decisions nor understanding fully what was happening); later statements by Deborah; and the totality of the circumstances of Glenn's isolation and Gerstein's fraudulent statement that Glenn was in control of his own actions, which no person could reasonably believe.

140. Heal and Dan, as temporary guardians, continuously allowed Gerstein and Carol to unduly influence Glenn and make false representations.

141. Upon information and belief, Brayton had knowledge of this and agreed that it should occur in furtherance of the scheme to defraud the Plaintiffs.

142. In July 2003, the Warwick Probate Judge conducted an *in camera* interview of Glenn to assist in resolving the representation challenge and later stated that Glenn expressed that he "preferred" Gerstein as his attorney.

143. Glenn's expressed "preference" was the result of manipulation by Carol and Gerstein (and perhaps others); and there is no indication that the Warwick Probate Judge had any training or expertise to recognize any signs of undue influence or otherwise such that he could

investigate whether this “preference” was the product of anything other than “brainwashing” activity.

144. On or about August 12, 2003 – as a result of a July interview with Glenn – the Warwick Probate Judge entered an order stating that “[t]he Court is satisfied that Mr. Griggs understands that he is in need of an attorney in these proceeding and that he wants Mr. Gerstein to be his attorney. Mr. Gerstein is that attorney of record for Glenn Griggs in these proceedings.”

145. The Probate Court did not, and has never, addressed the legitimacy of Gerstein’s alleged “representation” prior to that date, nor whether Glenn’s “preference” was the product of undue influence. In fact, at a July 28, 2003, hearing, the Probate Judge stated that “the sole issue to be determined today was whether or not Mr. Griggs was able to form an opinion to make a decision regarding representation of his interests in these proceedings and whether he was able to express that opinion, that decision.” *In Re: Estate of Glenn E. Griggs*, Probate Ct. Docket No. 2003-249 (July 28, 2003) at 11:5-10 (emphasis added).

146. The Probate Judge further observed the confused nature of Glenn’s thinking when he observed that, “[g]enerally, Mr. Griggs indicated that Mr. Gerstein was to be his attorney in these proceedings although, in fairness, Mr. Griggs also indicated at one point that he wanted Mr. Orabona to be his attorney in response to my questions.” *Id.*, at 11:24 - 12:3.

147. Ultimately, the Probate Judge recognized that Glenn was in need of a guardian and, on or about July 3, 2003, appointed Attorney Michael St. Pierre (“St. Pierre”) as the temporary limited guardian of Glenn's “person,” with authority to determine who would have access to Glenn during the proceedings.

148. St. Pierre retained that authority until Glenn's death in December 2007.

149. Relying upon defendants' frauds and misrepresentations, the Probate Judge also appointed David Heal as the limited guardian of Glenn's estate.

\*\*\*\*\*

150. During and after the probate proceedings in Griggs II, Carol, Gerstein, Dan and Heal (with Brayton's knowledge and agreement) thereafter continued on a course of fraudulent conduct intended to isolate Glenn from the Plaintiffs, and to retain their own control over Glenn's mind and the Companies, by lying to St. Pierre and the Courts.

151. Carol, with the knowledge (and advice) of Gerstein, Dan and Heal, instructed Glenn's caregivers to keep Glenn isolated from Plaintiffs.

152. After St. Pierre was appointed Glenn's guardian, Carol instructed the hired caregivers that Lauren and Monica could visit, but only after they made an appointment through St. Pierre. Carol arranged to make sure most such visits took place primarily, and almost exclusively, when a Lori Myers ("Myers") was the "caregiver" on duty.

153. Myers, acting at the direction of Carol, would falsely tell St. Pierre or someone at his office that visits from Glenn's daughters "agitated" Glenn. Mello heard Carol remark that passing this false information to St. Pierre "will keep them away for another several months," (referring to Glenn's daughters Lauren, Monica and Christine).

154. Gerstein was aware (or became aware) that this information was told to St. Pierre, knew it was false, and did nothing to correct it, despite purporting to be acting in Glenn's interest. He continued to do nothing despite later being expressly told by Mello (another caregiver) that visits from Glenn's daughters were good for Glenn and made Glenn happy.

155. Gerstein also knowingly and fraudulently told St. Pierre that visits from Christine, Lauren and Monica agitated Glenn and fraudulently vilified them to St. Pierre, despite knowing that they had done nothing wrong or injurious to Glenn and loved their father.

156. St. Pierre was misled about plaintiffs from the beginning of his appointment, and with these repeated misrepresentations directed to him, failed to investigate or to properly investigate these allegations. His reliance upon the “honesty” of Gerstein, Carol, Myers and other caregivers resulted in much unwarranted and unnecessary anguish and grief to Plaintiffs.

157. Through their misrepresentations – and direction to “caregivers” to misrepresent the truth – to St. Pierre and the Court, Gerstein, Carol, Dan and Heal intentionally furthered the scheme to control Glenn, his financial estate and the Companies in order to deprive Plaintiffs of participation in Glenn’s life and of what Glenn intended them to inherit. Defendants did this for their pecuniary advantage.

158. The misrepresentations of such Defendants to St. Pierre further enabled them to carry out and accomplish their scheme until Glenn’s death, which terminated the risk that Glenn could be removed from improper and undue influence and, during a period of lucidity, amend his testamentary documents and/or alter his revocable trust to undo the wrongs that had been committed upon him and the Plaintiffs.

159. On or about January 12, 2008, Mello signed a three-page statement, the contents of which are incorporated herein by reference and restated upon information and belief. (Copy attached as “**Exhibit C**”).

### **PLAINTIFFS’ INJURIES**

160. Plaintiffs have been directly and proximately injured by the Defendants’ acts.

161. Although Plaintiffs were aware that their father was being isolated and was susceptible to Carol's undue and improper influence, Defendants Carol, Heal, Dan Griggs, Deborah Griggs, and Gerstein have resisted any and all efforts by or on behalf of Plaintiffs to obtain copies of Glenn's medical history, his alleged Trust, his alleged Will, and the "First Codicil" (until his death), and any of his financial documents.

162. These efforts were undertaken for the purpose of furthering the scheme to control Glenn, his financial estate, and the Companies and without regard for Glenn's interests or his true will and desires.

163. Defendants, up to Dan's Petition for Guardianship in 2003, falsely stated that these efforts were undertaken at Glenn's request and have also stated, at all times, that they were undertaken for the purpose of protecting his "privacy concerns." Protecting Glenn's privacy was not the Defendants' objective or concern.

164. At a hearing before the Warwick Probate Court in November, 2000, Gerstein had represented to the Court that Glenn had, at that time, "a sizable estate of several million dollars separate and apart from" the Griggs & Browne businesses.

165. In March 2006, a First Universal Inventory" (the "Inventory") – which was filed by Limited Guardian David Heal in December 2005, under seal, with the Probate Court – was disclosed to some of the Plaintiffs.

166. The "Inventory" listed Glenn's personal estate as consisting of: approximately less than \$104,000.00 in cash, a 401K fund worth less than \$100,000.00, household effects worth approximately \$1,000.00, joint interests in a house and in a condominium, and an unliquidated litigation claim. The Inventory did not list any interest in the Companies.

167. Prior to the release of the Inventory in March 2006, the Plaintiffs were unaware, and had no means of discovering, how much, if any, of the “sizeable estate” discussed by Gerstein in November 2000 (*see* **Paragraph 164**) had been dwindled, transferred from Glenn, or placed in a Trust that essentially became irrevocable upon his death.

168. Prior to the release of the Inventory in March 2006, the Plaintiffs were unaware, and had no means of discovering, whether Glenn’s ownership interest in the Companies had been transferred from him, and still do not have means of discovering when this occurred.

169. Because of Defendants’ efforts to conceal Glenn’s finances and “financial planning documents,” until Glenn’s death in 2007 Plaintiffs were denied evidence of any actual injury done to them by the alleged Last Will of Glenn E. Griggs and the “First Codicil” thereto – both fraudulently created when Glenn was under undue influence and diminished mental capacity – in which Plaintiffs were denied their full intestate inheritance and/or the full benefits that Glenn intended for them (absent the undue influence exerted upon him). Previously, these documents were kept secret and concealed from Plaintiffs.

170. Because of Defendants’ efforts to conceal Glenn’s finances and “financial planning documents,” until Glenn’s death in 2007 Plaintiffs were also denied evidence of any actual injury done to them by virtue of his alleged Trust – fraudulently created and/or altered when Glenn was under undue influence and diminished mental capacity. Since Glenn’s death in 2007, Plaintiffs have not been notified that they have any interest in Glenn’s alleged Trust, (but Deborah and Dan have been told they are beneficiaries). Prior to that time, Plaintiffs had no means of discovering the terms of the Trust or whether they were consistent with Glenn’s true will and intent that the Plaintiffs inherit from him. Moreover, since it was a “revocable” trust, it

could have been altered by Glenn during a period of lucidity when he was free from undue control. The Trust remains concealed from Plaintiffs.

171. Until Glenn's death in December, 2007, Plaintiffs were unaware, and had no means of discovering, what, if any, of their interests in Glenn's estate and/or the Companies had been fraudulently altered or transferred through, for example, the imposition of undue influence upon Glenn, or their actual injury that was now apparent.

**SUBSEQUENT EVENTS – INTIMIDATION  
AND EFFORTS TO CONCEAL THE SCHEME TO DEFRAUD**

172. Since the initial complaint in this matter was filed, Paul Gonya ("Gonya") – an advocate on elderly issues, and contributor to elderly advocate groups, who took an interest in Glenn's plight and advocated for him – received a mailed letter and audio recording from his (and Carol's) brother in which his brother accused Gonya of obtaining money from their mother by fraud but stated that a lawsuit would not be filed against Gonya if Gonya, *inter alia*, refrained from testifying "in the Griggs trial." The audio recording was of Gonya's brother in which it seems clear (from mispronunciations, hesitations and other indicia of speech) that he was reading from a pre-written statement.

173. Other witnesses or potential witnesses have expressed fear of Carol and thus have refused to voluntarily give a statement regarding this matter and/or Defendants' involvement in the Companies.

**SPECIFIC ACTS OF ISOLATION (Paragraph 36 Elaborated)  
(Glenn Is Secluded From His Long-Time Friend &  
Professional Advisors Are Terminated)**

174. At about the same time that Glenn's father initially brought Glenn into the first Griggs & Browne business (approximately 1943), Aubin was also hired to work at the company.

175. Aubin became a manager of the first Griggs & Browne Company. He retired in December 1987, but continued to provide consulting services to Glenn and the Griggs & Browne companies until approximately 1999.

176. On or about September 7, 2008, Aubin signed an affidavit, the contents of which are incorporated herein by reference and restated upon information and belief. (Copy attached as “**Exhibit D**”).

177. Aubin became a close friend of Glenn’s, but in 1999, Carol caused Aubin to be denied permission to see Glenn for any reason and terminated Glenn’s annual golfing trips with Aubin, as part of her scheme to retain control and undue influence over Glenn.

178. Brayton, who acted knowingly with the intent to assist Carol’s scheme to defraud Glenn and the Plaintiffs, prevented Aubin from seeing Glenn for a golfing trip that Aubin had previously arranged with Glenn.

179. As part of her plan, Carol used Griggs & Browne employees to chaperone Glenn during visits with Aubin, and using Company employees to communicate with Aubin, falsely attributing decisions made by Carol as having been made by Glenn. Brayton was one such employee, who acted knowingly, in agreement with Carol, and with the intent to assist her scheme to defraud Glenn and the Plaintiffs.

180. In a letter to Aubin dated April 20, 1999, Aubin was unceremoniously advised by “Claudette” (a bookkeeper) that Michael Griggs was “no longer here (with the businesses),” that “Carol and Glenn” asked her to revoke Aubin’s telephone bill payments, and that “Carol and Glenn” had “appointed David Heal to replace Michael.”

181. On May 14, 1999, “Claudette” sent another letter to Aubin which falsely stated that “Glenn” wanted to have Aubin’s health premiums and gas credit card payments stopped

immediately. If Aubin had any questions he was to “call Glenn or Carol.” Aubin called Glenn, but Glenn denied any knowledge this had happened.

182. The next time Aubin called, he got Carol who said this was “what Glenn wants.”

183. Aubin was thereafter prevented from speaking directly to Glenn, by and/or at the direction of Carol, Heal and Brayton.

184. Carol caused the long-time corporate counsel and registered agent (for three of the Griggs & Browne Companies), attorney Maryann Patalano, to be replaced in July 1999, after Patalano expressed concerns about Glenn’s ability to understand certain business transactions.

185. In March 2000, Carol replaced the Companies’ accountant, Vincent Vinci, CPA, (“Vinci”) with her own after he voiced concerns over “Glenn’s” unusual, irresponsible spending habits and his continued ability to manage his resources.

186. Vinci first began performing accounting services for Glenn and the Griggs & Browne businesses in about 1977, while employed at David Allen & Associates, CPA. The firm had worked for Glenn and Glenn’s company since the 1950s.

187. At an unknown date in 1999 or 2000, Carol fired Glenn’s physician G. Alan Kurose, M.D. after a visit by Glenn in which Dr. Kurose offered to get Glenn “help” and questioned the advisability of Glenn being allowed or able to continue driving motor vehicles.

188. Dr. Kurose was Glenn’s family physician in the 1990s, sometimes assisted by Charles J. Brex, M.D., an internist.

189. Later, Carol and Attorney Edward Gerstein replaced Glenn’s financial planner Robert E. Veasey, Jr. (“Veasey”) after Gerstein became concerned that Veasey was growing suspicious about Glenn’s competence.

190. Veasey had previously formed the opinion that Carol postured herself as Glenn's only friend, that Glenn was being manipulated, and that he (Veasey) was being used as part of that manipulation. When Veasey voiced some concerns about Glenn's situation, he was interrogated by Gerstein and, soon thereafter, was fired.

191. Glenn's professionals were replaced with people of Carol's choosing. Gerstein provided "recommendations" as to attorneys who would purport to assist Glenn and/or other Defendants.

192. Upon information and belief, Heal, Brayton, Dan and Deborah were aware of Carol's actions in terminating these professionals and agreed that they should be terminated as part of the scheme to defraud Glenn and Plaintiffs.

**(Glenn's Son Michael Is Removed From the Company)**

193. Glenn's son Michael had worked for the companies since 1979, and became Executive Vice President in 1992 or 1993.

194. In the fall of 1998, Carol set up Brayton as a "liaison" between Michael and Glenn and herself.

195. Brayton and Heal thereafter restricted Michael's access to Glenn at all times.

196. Michael was told that "Glenn" did not like the direction the company was heading and from that point forward if "Glenn" told Brayton he wanted something changed, Brayton would tell Michael and Michael would have to comply.

197. Because Michael refused to take orders this way, in 1999, Carol, Brayton and Heal trumped up false accusations that Michael Griggs was "embezzling" exorbitant sums from the Griggs & Browne Companies in order to force him to resign.

198. In September, 1999, Michael was made an “offer” by Heal for the forced stock buy-out. They falsely accused him of embezzling sums ranging from \$500,000.00 to \$2,000,000.00 and Heal told Michael “if you don’t take this deal we will come after your house!” They also threatened to cause acceleration of a Promissory Note payable to Griggs & Browne Co., Inc. by Griggs & Browne Services, Inc. (in which Michael and Dan were both 50% owners).

199. Michael was innocent of the specific accusations, but acquiesced to the demands. He lacked funds to pay the Promissory Note (if it were accelerated) or the resources to fight a false suit against him.

200. About a week after his termination, Michael attempted to visit his father. At the alleged direction of a “lawyer,” Heal, Brayton, and others prevented Michael from seeing Glenn. This “lawyer” instructed the men not to allow any conversation between Michael and Glenn, and Michael was told to never call his father again.

**(Glenn’s Daughter Lauren Is Kept Out of the Company)**

201. In September 1999, Glenn advised his daughter Lauren and her mother that he “could not trust anyone who works at Griggs & Browne,” so he suggested that Lauren begin working there.

202. Lauren followed Glenn’s instructions and met with Heal, who initially agreed that Lauren could begin working with the advertising aspect of the business.

203. Upon information and belief, Heal consulted with Carol who instructed that Lauren not be allowed to work at the Companies. The following day Heal called Lauren, and told her that she could not be employed at Griggs & Browne.

**COUNT I**  
**RICO 18 U.S.C. § 1962(b)**

204. Plaintiffs restate and incorporate, by reference, all preceding paragraphs of this Complaint as if fully set forth herein.

205. At all relevant times, the Plaintiffs were “persons” within the meaning of 18 U.S.C. §1961(3) and §1964(c).

206. At all relevant times, the Defendants were “persons” within the meaning of 18 U.S.C. §1961(3), §1962(b), §1962(c), and §1962(d).

**Enterprise 1: The Griggs & Browne Companies**

207. At all relevant times, the Griggs & Browne Companies constituted “enterprises” within the meaning of 18 U.S.C. §1961(4).

208. At all relevant times the Griggs & Browne Companies engaged in, and their activities affected, interstate commerce, within the meaning of 18 U.S.C. §1962(b), §1962(c), and §1962(d).

209. In violation of 18 U.S.C. §1962(b), at all relevant times in and subsequent to 1999, Defendants Carol, Heal, and Brayton acquired and maintained, directly or indirectly, control of the Griggs & Browne Companies through a pattern of racketeering activity.

210. In violation of 18 U.S.C. §1962(b), at all relevant times in and subsequent to May 2000, defendant Dan Griggs acquired and maintained, directly or indirectly, control of the Griggs & Browne Companies through a pattern of racketeering activity.

211. At all relevant times, in violation of 18 U.S.C. §1962(b) Defendants Dan and Deborah maintained a legal or beneficial interest in the Griggs & Browne Companies through a pattern of racketeering activity.

212. In violation of 18 U.S.C. §1962(b), through a pattern of racketeering activity defendants Deborah and, no later than October 2000, Gerstein participated in and/or advised in some management decisions of the Griggs & Browne Companies and thereby exercised control of the Griggs & Browne Companies, directly or indirectly, through a pattern of racketeering activity.

213. Defendants have funded their scheme through monies wrongfully appropriated from the Griggs & Browne Companies.

**Enterprise 2: Glenn E. Griggs**

214. At all relevant times, Glenn E. Griggs (by and through his financial “estate”) constituted an “enterprise” within the meaning of 18 U.S.C. § 1961(4) and §1962(b) and §1962(c).

215. At all relevant times Glenn E. Griggs engaged in, and his activities affected, interstate commerce, within the meaning of 18 U.S.C. §1962(b), §1962(c), and §1962(d).

216. In violation of 18 U.S.C. §1962(b), at all relevant times in and subsequent to 1999, defendant Carol acquired and maintained control of Glenn E. Griggs – and thereby, his financial estate, and his so-called financial “planning documents” – through a pattern of racketeering activity.

217. At all relevant times, Brayton, Heal, Deborah and Dan aided and abetted Carol’s control and are liable therefore as co-conspirators.

218. In violation of 18 U.S.C. §1962(b), no later than October 2000 defendant Gerstein acquired and maintained joint control of Glenn Griggs through a pattern of racketeering activity.

219. In violation of 18 U.S.C. §1962(b), from October 2002 through March 2003, Deborah acquired and maintained joint control of Glenn Griggs through a pattern of racketeering activity.

220. On or about June 26, 2003, through a pattern of racketeering activity (including fraud on the Probate Court), defendants Dan and Heal were appointed temporary limited guardians of Glenn and thereby acquired and maintained joint control of Glenn in violation of 18 U.S.C. §1962(b).

221. From July 3, 2003, through a pattern of racketeering activity (including fraud on the Probate Court and upon limited guardian Michael St. Pierre), Defendants Carol, Dan, Gerstein and Heal maintained joint control of Glenn in violation of 18 U.S.C. §1962(b).

222. On or about April May 5, 2004, through a pattern of racketeering activity (including fraud on the Probate Court), Heal was appointed temporary limited guardian of Glenn's estate, to act on Glenn's behalf with respect to his assets, and thereby acquired and maintained joint control of Glenn in violation of 18 U.S.C. §1962(b).

223. Defendants have funded their scheme through monies wrongfully appropriated from Glenn Griggs and his financial "estate."

### **Enterprise 3: The Association-In-Fact**

224. At all relevant times, beginning in 1999, Carol, Heal, Brayton and Deborah formed an association-in-fact enterprise [the "Association-in-Fact Enterprise"], within the meaning of 18 U.S.C. §1961(4), for the common purpose of carrying out the fraudulent schemes described in this Complaint, namely (1) to unlawfully gain control of Michael Griggs's interest in Griggs & Browne, (2) to gain control over the person and financial estate of Glenn E. Griggs (3) to gain control over the Griggs & Browne Companies, and (4) to wrongfully exclude the

plaintiffs from inheriting from Glenn Griggs and maintaining any legal or beneficial interest in his financial estate or the Companies.

225. Dan joined the Association-in-Fact Enterprise no later than May 2000, but perhaps earlier.

226. Gerstein joined the Association-in-Fact no later than October 2000, but perhaps earlier.

227. At all relevant times, the Association-in-Fact Enterprise engaged in activities which affected interstate commerce within the meaning of 18 U.S.C. §1962(b), §1962(c), and §1962(d).

228. In violation of 18 U.S.C. §1962(b), at such times alleged in the preceding four (4) paragraphs, each defendant acquired or maintained, directly or indirectly, an interest in or control of the Association-in-Fact Enterprise through a pattern of racketeering

#### **Predicate Acts**

229. The “pattern of racketeering activity” consisted of each defendant conspiring, committing, and aiding and abetting a scheme or artifice to defraud Glenn and the Plaintiffs and (1) unlawfully gaining control of Michael Griggs’s interest in Griggs & Browne through extortion, (2) gaining control over the person and financial estate of Glenn E. Griggs by undue influence and fraudulent representations to Company employees, other third parties, and the Probate Court that Glenn was exercising normal control (which he was not), (3) and, by virtue of their gaining Michael’s interest and control over Glenn E. Griggs – and their concomitant use of fraud to conceal that undue influence and control – to gain control over the Griggs & Browne Companies, and (4) through exercise of fraudulently obtained control over Glenn and the

Companies, to wrongfully exclude the plaintiffs from inheriting from Glenn Griggs and maintaining any legal or beneficial interest in his financial estate or the Companies.

230. In furtherance of this scheme to defraud, in September 1999 Defendants Heal and Brayton, acting with the knowledge and agreement of Carol, maliciously and verbally threatened to accuse Michael Griggs of a crime and maliciously threatened injury to his reputation and financial condition with the intent to extort unlawful pecuniary advantage and/or to compel him to do an act against his will, namely, to sell his ownership interest in the Companies, in violation of Rhode Island General Laws §11-42-2 (state law extortion).

231. This constituted a “racketeering activity,” *i.e.*, extortion chargeable under State law, as defined in 18 U.S.C. §1961(1)(A), and which Carol and Deborah are liable for as co-conspirators.

232. In furtherance of this scheme to defraud, in or about December 25, 2002, Deborah expressly threatened to engage in criminal conduct (*to wit*, to secretly inveigle and/or confine Glenn Griggs against his true will, constituting a violation of R.I. General Laws §11-26-1) in order to compel Christine and Lauren to do an act against their will (*to wit*, to “get rid of the lawyers” and “to drop” their probate Petition), in violation of Rhode Island General Laws §11-42-2 (state law extortion).

233. This constituted a “racketeering activity,” *i.e.*, extortion chargeable under State law, as defined in 18 U.S.C. §1961(1)(A), and which Carol, Heal, Brayton, Dan, and Gerstein are liable for as co-conspirators.

234. In furtherance of this scheme to defraud, defendants Heal and Gerstein prevented Michael from visiting Glenn in 2004, fraudulently claiming that Glenn was “under protective custody” and maliciously and verbally threatened to “call the police” and to thereby accuse

Michael of a crime or offense. Gerstein and Heal did this for their own, and for the other defendants' pecuniary advantage, and to compel Michael to do something against his will, in violation of Rhode Island General Laws §11-42-2.

235. This constituted a "racketeering activity," *i.e.*, extortion chargeable under State law, as defined in 18 U.S.C. §1961(1)(A), and which Carol, Brayton, Deborah, and Dan are liable for as co-conspirators.

236. From 2000 through 2003, up to approximately May 2004, some or all of the defendants – with the knowledge and agreement of the other defendants, who are therefore liable as co-conspirators – caused Glenn to sign alimony checks on a monthly basis to Patrizia Griggs and Nancy Griggs, despite knowing that he did not understand the nature of his acts, in order to maintain the fraudulent appearance that he was in control of himself and not being subject to undue influence. These checks were then mailed to Patrizia and Nancy, respectively, on a monthly basis.

237. Such mailings were made in furtherance of the defendants' scheme to defraud and thus constituted "racketeering activity" – *i.e.*, mail fraud under 18 U.S.C. §1341 – as defined in 18 U.S.C. §1961(1)(B).

238. From 2000 through 2003, up to approximately May 2004, some or all of the defendants – with the knowledge and agreement of the other defendants, who are therefore liable as co-conspirators – caused Glenn to sign checks for payment of a Promissory Note to Patrizia Griggs, despite knowing that he did not understand the nature of his acts, in order to maintain the fraudulent appearance that he was in control of himself and not being subject to undue influence. These checks were then mailed to Patrizia on a monthly basis.

239. Such mailings were made in furtherance of the defendants' scheme to defraud and thus constituted "racketeering activity" – *i.e.*, mail fraud under 18 U.S.C. §1341 – as defined in 18 U.S.C. §1961(1)(B).

240. Defendants each caused, or knew and agreed that their co-conspirator defendants would cause, additional, as yet indeterminate (but potentially countless) mailings in furtherance of the scheme to defraud Glenn and the Plaintiffs. Such mailings are likely to have consisted of:

- (a) communications between Gerstein and Carol discussing management of Glenn's care (during times when he was allegedly in control of himself), isolation of Glenn, and means to conceal his poor health and subjection to undue influence;
- (b) communications between Gerstein and Carol discussing management of the probate litigation in "Griggs I," despite Gerstein's fraudulent representations to the court that Glenn was directing Gerstein;
- (c) communications between Gerstein and Dan and/or Heal regarding the Petition and regarding management of the probate litigation in Griggs II and isolating Glenn in order to maintain control over him – despite that Gerstein was still fraudulently purporting to act on behalf of Glenn discussing management of the probate litigation in "Griggs II";
- (d) communications between one or more of Heal, Brayton, Carol, Dan and Deborah regarding management of the Companies and concealing their control over it at times when they were fraudulently representing that Glenn was in control of the Companies;
- (e) communications purportedly from Glenn to vendors and/or employees of the Griggs & Browne companies purporting to be exercising management over the Companies and making decisions for the Companies, but which were written by or at the direction of Carol, Heal, Brayton, Dan and/or Deborah and presented to Glenn for signature though he did not understand the nature of his acts;
- (f) communications from vendors and/or employees of Griggs & Browne regarding decisions fraudulently attributed to Glenn E. Griggs;
- (g) mailings incident to the fraudulent transfer of assets from Glenn E. Griggs to the defendants and/or Glenn's purported Trust;

- (h) communications from and between limited guardian St. Pierre and defendants (and/or plaintiffs) regarding false accusations about Plaintiffs and Glenn's reaction to their visits;
- (i) communications with, or payments to, "healthcare" providers to assist or assure Glenn's isolation, appearance of normalcy, or other cooperation with Defendants' scheme; and/or
- (j) other communications from and between defendants regarding instructions as to the care of Glenn (during times when he was allegedly in control of himself), isolation of Glenn, and means to conceal his poor health and subjection to undue influence.

241. Such mailings would be in furtherance of the defendants' scheme to defraud and thus constituted "racketeering activity" – *i.e.*, mail fraud under 18 U.S.C. §1341 – as defined in 18 U.S.C. §1961(1)(B).

242. Upon information and belief (such information being within the exclusive custody of the Defendants' and/or the Companies), prior to 2007 all annual reports of the three Griggs & Browne businesses were sent to the Rhode Island Secretary of State through the United States Mails.

243. Such mailings would be in furtherance of the defendants' scheme to defraud and thus constituted "racketeering activity" – *i.e.*, mail fraud under 18 U.S.C. §1341 – as defined in 18 U.S.C. §1961(1)(B).

244. Attached hereto as "**Exhibit E**" is a chart, hereby incorporated into this paragraph by reference, of other correspondence deposited in the U.S. Mails – or with a "private or commercial interstate carrier" within the meaning of 18 U.S.C. §1341 – in furtherance of the Defendants' scheme to defraud.

245. Defendants have exclusive custody and control over the records of numerous additional mailings relating to the planning and execution of Defendants' scheme to defraud

Glenn and Plaintiffs, to control his financial estate, and to control the Griggs & Browne Companies. Discovery is likely to lead to evidence of such mailings.

246. Given the interstate nature of the Companies (Deborah, in particular, having routinely worked in a Connecticut office) discovery is likely to lead to evidence of interstate wire communications, which are currently in Defendant's exclusive custody and control, and which were in furtherance of Defendants' scheme to defraud.

247. Upon information and belief (based upon information provided by Deborah Griggs) Carol caused Matt Tierney, a Griggs & Browne employee, to call a real estate agent in St. Martin, an overseas foreign market. Tierney, pretending to be Glenn, falsely indicated that he (Glenn) wanted to "sell" a condominium in St. Martin owned by Glenn.

248. This telephone call constituted a "racketeering activity" – *i.e.*, wire fraud under 18 U.S.C. §1343 – as defined in 18 U.S.C. §1961(1)(B).

249. Brayton, Heal, Dan and Deborah were aware of Carol's scheme, agreed to assist in it, and were aware of Carol's objectives. Thus, they could reasonably foresee that she would undertake interstate communications to transfer and/or alter Glenn's assets, including the house in St. Martin, and are thus liable therefore as co-conspirators.

250. Defendants have used wires or caused the use of wires to file fraudulent reports with the Rhode Island Secretary of State. Annual reports of the four (4) Griggs & Browne Corporations were individually and separately electronically filed with the Secretary of State on or about March 29, 2008. It is likely that these filings crossed state boundaries during transmission if the Companies used a server located out of state. (For example, communications through YAHOO!, based in California, even if made to someone in the same state, pass through state lines and then back again during transmission). Information regarding the Griggs &

Browne computer servers, and/or others used to file these, is in the Defendants' (or the Companies') exclusive possession.

251. Use of interstate wires in the manner described in **Paragraph 246-250** constitutes "racketeering activity" – *i.e.*, wire fraud under 18 U.S.C. §1343 – as defined in 18 U.S.C. §1961(1)(B).

### **Plaintiffs' Injury**

252. Plaintiffs have been directly and proximately injured, financially and otherwise, by reason of the defendants' acquisition and/or maintenance of control or interest in the Griggs & Browne Companies, Glenn E. Griggs and his financial estate.

253. Defendants' used their own Association-in-Fact enterprise to maintain control over the Companies and over Glenn Griggs. This control over the Association-in-Fact enterprise has resulted in direct and proximate injury, financial and otherwise, to Plaintiffs.

254. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

**WHEREFORE**, plaintiffs demand judgment against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan A. Griggs, Edward Brayton, and Edward L. Gerstein and request:

- (A) Compensatory damages in an amount to be determined at trial, including treble damages pursuant to 18 U.S.C. §1964(c), and prejudgment and postjudgment interest;
- (B) Punitive damages in an amount to be determined at trial;
- (C) An order requiring an accounting of any and all monies and/or assets transferred from Glenn E. Griggs (including any assets transferred to his alleged Trust);

- (D) An order requiring defendant to disgorge any portion of Glenn's estate that they received by virtue of their fraudulent scheme, including, but not limited, all real estate purportedly held by Carol (during Glenn's lifetime) as a joint tenant
- (E) An Order that the October 25, 2000 Trust (and any amendments thereto) is invalid and that any assets thereof are held in constructive trust and/or resulting trust, to be returned to Glenn's estate;
- (F) An Order that the Defendants be made to compensate Plaintiff's for any and all assets fraudulently transferred from Glenn's estate;
- (G) An Order declaring that Glenn's alleged "Last Will and Testament," and the "First Codicil, are invalid and/or that the individual Defendants are restrained and enjoined from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (H) Costs, fees and other expenses, including attorneys' fees, pursuant to 18 U.S.C. §1964(c); and/or,
- (I) Such other and relief as may be just and proper, including, but not limited to, such constructive trusts and/or resulting trusts, as may be necessary and proper to compensate Plaintiffs for the injuries done to them.

**COUNT II**  
**RICO 18 U.S.C. § 1962(c)**

255. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 1-203**, as if fully set forth herein.

256. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 205-206**, as if fully set forth herein.

**Enterprise 1: The Griggs & Browne Companies**

257. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 207-208**, as if fully set forth herein.

258. In violation of 18 U.S.C. §1962(c), at all relevant times in and subsequent to 1999, defendants Carol, Heal, Brayton and Deborah conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering.

259. In violation of 18 U.S.C. §1962(c), at all relevant times in and subsequent to May 2000, defendant Dan Griggs conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering.

260. In violation of 18 U.S.C. §1962(b), subsequent to October 2000 defendant Gerstein conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering.

261. Defendants have funded their scheme through monies wrongfully appropriated from the Griggs & Browne Companies.

**Enterprise 2: Glenn E. Griggs**

262. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 214-215**, as if fully set forth herein.

263. In violation of 18 U.S.C. §1962(c), at all relevant times in and subsequent to 1999, defendants Carol, Brayton, Heal and Deborah conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering.

264. In violation of 18 U.S.C. §1962(c), beginning no later than May 2000 and continuing thereafter defendant Dan Griggs conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering..

265. In violation of 18 U.S.C. §1962(c), beginning no later than October 2000 defendant Gerstein conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering..

266. Defendants have funded their scheme through monies wrongfully appropriated from the Glenn Griggs and his financial "estate."

**Enterprise 3: The Association-In-Fact**

267. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 224-227**, as if fully set forth herein.

268. In violation of 18 U.S.C. §1962(c), at such times alleged in **Paragraphs 224-227**, each defendant conducted and participated, directly or indirectly, in the conduct of the Association-in-Fact Enterprise's affairs through a pattern of racketeering.

**Predicate Acts**

269. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 229-251**, as if fully set forth herein.

**Plaintiffs' Injury**

270. Plaintiffs have been directly and proximately injured, financially and otherwise, by the Defendants' acts and fraudulent scheme.

271. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

**WHEREFORE**, plaintiffs demand judgment against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan A. Griggs, Edward Brayton, and Edward L. Gerstein and request:

- (A) Compensatory damages in an amount to be determined at trial, including treble damages pursuant to 18 U.S.C. §1964(c), and prejudgment and postjudgment interest;
- (B) Punitive damages in an amount to be determined at trial;
- (C) An order requiring an accounting of any and all monies and/or assets transferred from Glenn E. Griggs (including any assets transferred to his alleged Trust);
- (D) An order requiring defendant to disgorge any portion of Glenn's estate that they received by virtue of their fraudulent scheme, including, but not limited, all real estate purportedly held by Carol (during Glenn's lifetime) as a joint tenant
- (E) An Order that the October 25, 2000 Trust (and any amendments thereto) is invalid and that any assets thereof are held in constructive trust and/or resulting trust, to be returned to Glenn's estate;
- (F) An Order that the Defendants be made to compensate Plaintiffs for any and all assets fraudulently transferred from Glenn's estate;
- (G) An Order declaring that Glenn's alleged "Last Will and Testament," and the "First Codicil, are invalid and/or that the individual Defendants are restrained and enjoined from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (H) Costs, fees and other expenses, including attorneys' fees, pursuant to 18 U.S.C. §1964(c); and/or,
- (I) Such other and relief as may be just and proper, including, but not limited to, such constructive trusts and/or resulting trusts, as may be necessary and proper to compensate Plaintiffs for the injuries done to them.

**COUNT III**  
**18 U.S.C. § 1962(d)**  
**(RICO Conspiracy)**

272. Plaintiffs restate and incorporate, by reference, the allegations of Counts I and II of this Complaint as if fully stated herein.

273. In violation of 18 U.S.C. §1964(d), at such times alleged in **Paragraphs 224-227**, each defendant was associated with the Association-in-Fact enterprise, knowing and agreeing to

its objectives to defraud Glenn and the Plaintiffs; to acquire and maintain control over Glenn (and his financial assets) through isolation and undue influence; to acquire and maintain control over the Companies through Glenn; to commit fraud upon the Probate Court and the state courts of Rhode Island in order to maintain such control; and to alter, alienate, and/or embezzle Glenn's assets – including ownership interest in the Companies – through such control, including fraudulently created “financial planning documents,” for the specific purpose of deriving pecuniary advantage and inflicting injury upon Plaintiffs.

274. In violation of 18 U.S.C. §1964(d), at such times alleged in **Paragraphs 224-227** as to the respective Defendants, each defendant conspired and agreed to the objectives of the scheme to defraud Glenn and the Plaintiffs; to acquire and maintain control over Glenn (and his financial assets) through isolation and undue influence; to acquire and maintain control over the Companies through Glenn; to commit fraud upon the Probate Court and the state courts of Rhode Island in order to maintain such control; and to alter, alienate, and/or embezzle Glenn's assets – including ownership interest in the Companies – through such control, including fraudulently created “financial planning documents,” for the specific purpose of deriving pecuniary advantage and inflicting injury upon Plaintiffs.

275. At the times alleged in **Paragraphs 224-227** as to the respective Defendants, and thereafter, the defendants' each committed or caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof, and/or agreed and should have known that such acts would be committed in furtherance of the conspiracy, including, but not limited to, all acts specifically alleged in this Complaint.

**Plaintiffs' Injury**

276. Plaintiffs have been directly and proximately injured, financially and otherwise, by the Defendants' acts and fraudulent scheme.

277. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

**WHEREFORE**, plaintiffs demand judgment against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan A. Griggs, Edward Brayton, and Edward L. Gerstein and request:

- (A) Compensatory damages in an amount to be determined at trial, including treble damages pursuant to 18 U.S.C. §1964(c), and prejudgment and postjudgment interest;
- (B) Punitive damages in an amount to be determined at trial;
- (C) An order requiring an accounting of any and all monies and/or assets transferred from Glenn E. Griggs (including any assets transferred to his alleged Trust);
- (D) An order requiring defendant to disgorge any portion of Glenn's estate that they received by virtue of their fraudulent scheme, including, but not limited, all real estate purportedly held by Carol (during Glenn's lifetime) as a joint tenant
- (E) An Order that the October 25, 2000 Trust (and any amendments thereto) is invalid and that any assets thereof are held in constructive trust and/or resulting trust, to be returned to Glenn's estate;
- (F) An Order that the Defendants be made to compensate Plaintiffs for any and all assets fraudulently transferred from Glenn's estate;
- (G) An Order declaring that Glenn's alleged "Last Will and Testament," and the "First Codicil," are invalid and/or that the individual Defendants are restrained and enjoined from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (H) Costs, fees and other expenses, including attorneys' fees, pursuant to 18 U.S.C. §1964(c); and/or,

- (I) Such other relief as may be just and proper, including, but not limited to, such constructive trusts and/or resulting trusts, as may be necessary and proper to compensate Plaintiffs for the injuries done to them.

**COUNT IV**  
**Electronic Communications Privacy Act**  
**(18 U.S.C. § 2510 et seq.)**

278. At times during the period from 2000 to and including October 2007, some or all of the plaintiffs visited Glenn at his house in Warwick. These visits increased after the Probate Court appointed a guardian and Defendants' efforts to isolate Glenn were forced to be relaxed.

279. Most of these visits took place in Glenn's private bedroom.

280. During these visits, Plaintiffs had an expectation of privacy and, in reliance thereon, had private moments with their father during which they expressed their personal thoughts, love, affection and wishes to each other and to their father.

281. Plaintiffs did not consent to being videotaped or recorded.

282. Upon information and belief – based upon statements made by Guardian Michael St. Pierre to Lauren, Monica, and Christine – St. Pierre did not consent to Glenn being recorded or videotaped.

283. Upon information and belief – based upon information received from a caregiver, Sally Mello, in the fall of 2007 and, having been provided that information, a re-examination of past events (including communications with Glenn's limited guardian St. Pierre in which he seemed to have knowledge of private discussions between Glenn and his daughters) – when Glenn's family was permitted to visit his home during the years 2003-2007, they were subject to electronic surveillance without their consent or knowledge, including oral recording of their conversations in violation of 18 U.S.C. §2511.

284. Upon information and belief – based upon information received from a caregiver, Sally Mello, in the fall of 2007 – there were multiple cameras and/or recording devices installed in Glenn’s bedroom.

285. The only video or camera that was visible and observed at Glenn’s home in Warwick, prior to 2007, was in Glenn’s bedroom over the sliding glass door. When Lauren, Christine and Monica observed this, they asked guardian St. Pierre about it. St. Pierre assured that it was not being used to record the Plaintiffs, or their conversations with Glenn.

286. Attached hereto as “**Exhibit F**” is an “Affidavit of Lauren Griggs and C. Monica Griggs,” the contents of which are restated and incorporated herein by reference.

287. Upon information and belief – based upon information received from Sally Mello regarding her personal observations – during or after Glenn was hospitalized in September 2007, and his death appeared imminent, Carol removed the hidden cameras and cables (and also destroyed a sheet of photographs which she had used to reinforce negative ideas about Glenn’s family).

288. The actions alleged in the preceding paragraph taken by Carol, and others acting in concert with her, constitute and comprise spoliation of evidence; accordingly an adverse inference should be drawn against Carol and/or any other person having counseled or assisted her in taking such actions.

289. Upon information and belief, each of the Defendants conspired with Carol and agreed, or should have known, that Carol was employing wrongful electronic surveillance, and thus are liable for her acts.

**WHEREFORE,** Plaintiffs demand judgment against defendant Carol Griggs and any other Defendant who acted in concert with her, conspired with her, and/or aided and abetted her, or otherwise acted in violation of 18 U.S.C. §2510, *et. seq.*, and request:

- (A) Compensatory damages and/or statutory damages pursuant to 28 U.S.C. §2520;
- (B) Punitive damages, in an amount to be determined at trial, pursuant to 28 U.S.C. §2520;
- (C) Costs, fees and other expenses, including attorneys' fees, pursuant to 28 U.S.C. §2520; and/or,
- (D) Such other relief as may be just and proper, including, but not limited to, such constructive trusts as may be necessary and proper to compensate Plaintiffs for the injuries done to them.

**COUNT V**  
**(Rhode Island R.I.C.O. Violations)**

290. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 1-203**, as if fully set forth herein.

291. At all relevant times, the Plaintiffs were “persons” within the meaning of R.I. General Laws §7-15-1(b).

292. At all relevant times, the Defendants were “persons” within the meaning of R.I. General Laws §7-15-1(b).

**Enterprise 1: The Griggs & Browne Companies**

293. At all relevant times, the Griggs & Browne Companies constituted “enterprises” within the meaning of R.I. General Laws §7-15-1(a).

294. In violation of R.I. General Laws §7-15-2(b), at all relevant times in and subsequent to 1999, defendants Carol, Heal, and Brayton acquired and maintained, directly or indirectly, control of the Griggs & Browne Companies through racketeering activity.

295. In violation of R.I. General Laws §7-15-2(b), at all relevant times in and subsequent to May 2000, defendant Dan Griggs acquired and maintained, directly or indirectly, control of the Griggs & Browne Companies through racketeering activity.

296. At all relevant times, in violation of R.I. General Laws §7-15-2(b), defendants Dan and Deborah maintained a legal or beneficial interest in the Griggs & Browne Companies through racketeering activity.

297. In violation of R.I. General Laws §7-15-2(b), through racketeering activity defendants Deborah and Gerstein participated in and/or advised in some management decisions of the Griggs & Browne Companies and thereby exercised control of the Griggs & Browne Companies, directly or indirectly, through a pattern of racketeering activity.

298. In violation of R.I. General Laws §7-15-2(c), at all relevant times in and subsequent to 1999, defendants Carol, Heal, Brayton and Deborah conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through racketeering activity.

299. In violation of R.I. General Laws §7-15-2(c), at all relevant times in and subsequent to May 2000, defendant Dan Griggs conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through racketeering activity.

300. In violation of R.I. General Laws §7-15-2(c), subsequent to October 2000 defendant Gerstein conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity

301. Defendants have funded their scheme through monies wrongfully appropriated from the Griggs & Browne Companies.

**Enterprise 2: Glenn E. Griggs**

302. At all relevant times, Glenn E. Griggs (by and through his financial “estate”) constituted an “enterprise” within the meaning of R.I. General Laws §7-15-1(a).

303. In violation of R.I. General Laws §7-15-2(b), at all relevant times in and subsequent to 1999, defendant Carol acquired and maintained control of Glenn E. Griggs – and thereby, his financial estate, and his so-called financial “planning documents” – through racketeering activity.

304. At all relevant times, Brayton, Heal, Deborah and Dan aided and abetted Carol’s control and are liable therefore as co-conspirators.

305. In violation of R.I. General Laws §7-15-2(b), no later than October 2000 at all relevant times in and subsequent to 1999, defendant Gerstein acquired and maintained joint control of Glenn Griggs through racketeering activity.

306. In violation of R.I. General Laws §7-15-2(b), from October 2002 through March 2003, Deborah acquired and maintained joint control of Glenn Griggs through racketeering activity.

307. On or about June 26, 2003, through racketeering activity (including fraud on the Probate Court), defendants Dan and Heal were appointed temporary limited guardians of Glenn and thereby acquired and maintained joint control of Glenn in violation of in violation of R.I. General Laws §7-15-2(b).

308. From July 3, 2003, through racketeering activity (including fraud on the Probate Court and upon limited guardian Michael St. Pierre), defendants Carol, Dan, Gerstein and Heal maintained joint control of Glenn in violation of R.I. General Laws §7-15-2(b).

309. On or about April May 5, 2004, through racketeering activity (including fraud on the Probate Court), Heal was appointed temporary limited guardian of Glenn's estate, to act on Glenn's behalf with respect to his assets, and thereby acquired and maintained joint control of Glenn in violation of R.I. General Laws §7-15-2(b).

310. In violation of R.I. General Laws §7-15-2(c), at all relevant times in and subsequent to 1999, defendant Carol, Brayton, Heal and Deborah conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through racketeering activity.

311. R.I. General Laws §7-15-2(c), no later than May 2000 defendant Dan Griggs conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through racketeering activity.

312. In violation of R.I. General Laws §7-15-2(b), no later than October 2000 defendant Gerstein conducted and participated, directly or indirectly, in the conduct of such enterprise's affairs through racketeering activity.

313. Defendants have funded their scheme through monies wrongfully appropriated from Glenn Griggs and his financial "estate."

### **Enterprise 3: The Association-In-Fact**

314. At all relevant times, beginning in 1999, Carol, Heal, Brayton and Deborah formed the "Association-in-Fact Enterprise", an enterprise within the meaning of R.I. General Laws §7-15-1(a), for the common purpose of carrying out the fraudulent schemes described in this Complaint, namely (1) to unlawfully gain control of Michael Griggs's interest in Griggs & Browne, (2) to gain control over the person and financial estate of Glenn E. Griggs (3) to gain control over the Griggs & Browne Companies, and (4) to wrongfully exclude the plaintiffs from

inheriting from Glenn Griggs and maintaining any legal or beneficial interest in his financial estate or the Companies.

315. Dan joined the Association-in-Fact Enterprise no later than May 2000, but perhaps earlier.

316. Gerstein joined the Association-in-Fact no later than October 2000, but perhaps earlier.

317. In violation of R.I. General Laws §7-15-2(b) at such times alleged in the preceding three (3) paragraphs, each defendant acquired or maintained, directly or indirectly, an interest in or control of the Association-in-Fact Enterprise through racketeering activity.

318. In violation of R.I. General Laws §7-15-2(c), at such times alleged in **Paragraphs 314-316**, each defendant conducted and participated, directly or indirectly, in the conduct of the Association-in-Fact Enterprise's affairs through racketeering activity.

#### **Predicate Acts**

319. In violation of R.I. Gen. Laws §7-15-2(b), Defendants Carol, Dan, Deborah, and Gerstein (and perhaps others acted on their behalf or with their permission) wrongfully appropriated monies from Glenn Griggs (and/or Glenn's Trust) and some or all of the Griggs & Browne Companies by coercing Glenn Griggs' will and freedom of action.

320. This constituted "racketeering activity" (or activities) as defined in R.I. Gen. Laws §7-15-1(c), including, but not limited to larceny, fraud, embezzlement and/or unlawful appropriation, for which all defendants are liable as co-conspirators.

321. In September 1999 defendants Heal and Brayton, acting with the knowledge and agreement of Carol, maliciously and verbally threatened to accuse Michael Griggs of a crime and maliciously threatened injury to his reputation and financial condition with the intent to extort

unlawful pecuniary advantage and/or to compel him to do an act against his will, namely, to sell his ownership interest in the Companies, in violation of Rhode Island General Laws §11-42-2 (state law extortion).

322. This constituted a “racketeering activity,” *i.e.*, extortion, as defined in R.I. Gen. Laws §7-15-1(c), and which Carol and Deborah are liable for as co-conspirators.

323. In furtherance of this scheme to defraud, in or about December 25, 2002, Deborah expressly threatened to secretly inveigle and/or confine Glenn Griggs against his true will in order to compel Christine and Lauren to do an act against their will.

324. This threat involved kidnapping (R.I. General Laws §11-26-1) and extortion (R.I. General Laws §11-42-2) and thus constituted a “racketeering activity” as defined in R.I. Gen. Laws §7-15-1(c), and for which all defendants are liable for as co-conspirators.

325. In furtherance of this scheme to defraud, defendants Heal and Gerstein prevented Michael from visiting Glenn in 2004, fraudulently claiming that Glenn was “under protective custody” and maliciously and verbally threatened to “call the police” and to thereby accuse Michael of a crime or a offense. Gerstein and Heal did this for their own, and for the other defendants’ pecuniary advantage and to compel Michael to do an act against his will.

326. This threat involved extortion (R.I. General Laws §11-42-2) and thus constituted a “racketeering activity” as defined in R.I. Gen. Laws §7-15-1(c), and for which all defendants are liable for as co-conspirators.

#### **Plaintiffs’ Injury**

327. Plaintiffs have been directly and proximately injured, financially and otherwise, by the Defendants’ acts and fraudulent scheme.

328. Plaintiffs have been directly and proximately injury, financially and otherwise, by reason of the defendants' acquisition and/or maintenance of control or interest in the Griggs & Browne Companies, Glenn E. Griggs and his financial estate.

329. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

**WHEREFORE**, plaintiffs demand judgment against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan A. Griggs, Edward Brayton, and Edward L. Gerstein and request:

- (A) Compensatory damages in an amount to be determined at trial, including treble damages pursuant to R.I. General Laws §7-15-4(c), and prejudgment and postjudgment interest;
- (B) An order requiring an accounting of any and all monies and/or assets transferred from Glenn E. Griggs (including any assets transferred to his alleged Trust);
- (C) An order requiring defendant to disgorge any portion of Glenn's estate that they received by virtue of their fraudulent scheme including, but not limited, all real estate purportedly held by Carol (during Glenn's lifetime) as a joint tenant;
- (D) An Order that the October 25, 2000 Trust (and any amendments thereto) is invalid and that any assets thereof are held in constructive trust and/or resulting trust, to be returned to Glenn's estate;
- (E) An Order that the Defendants be made to compensate Plaintiff's for any and all assets fraudulently transferred from Glenn's estate;
- (F) An Order declaring that Glenn's alleged "Last Will and Testament," and the "First Codicil, are invalid and/or that the individual Defendants are restrained and enjoined from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (G) Costs, fees and other expenses, including attorneys' fees, pursuant to R.I. General Laws §7-15-4(c); and/or,

- (H) Such other relief as may be just and proper, including, but not limited to, such constructive trusts as may be necessary and proper to compensate Plaintiffs for the injuries done to them.

**COUNT VI**  
**Exploitation**  
**(via R.I.G.L. § 9-1-2)**

330. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 1-203**, as if fully set forth herein.

331. R.I. General Laws §42-66-4.1(2) defines “Exploitation” as “the fraudulent or otherwise illegal, unauthorized or improper act or process of an individual, including, but not limited to, a caregiver or fiduciary, that uses the resources of an elder for monetary or personal benefit, profit, gain, or that results in depriving an elder of rightful access to, or use of, benefits, resources, belongings, or assets by use of undue influence, harassment, duress, deception, false representation or false pretenses.”

332. “Exploitation, as defined in R.I. General Laws §42-66-4.1(2) constitutes an “offense” within the meaning of R.I.G.L. § 9-1-2.

333. Plaintiffs have been directly and proximately injured, financially and otherwise, by the Defendants’ acts of Exploitation against and upon Glenn Griggs.

334. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

335. Plaintiffs are accordingly entitled to their damages from each and all of the individual defendants pursuant to R.I.G.L. § 9-1-2.

**WHEREFORE**, plaintiffs demand judgment for compensatory and/or punitive damages, plus interest and costs, against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs,

Deborah Griggs, Dan Griggs, and Edward L. Gerstein and any other Defendants or individuals, currently unknown, who have conspired and/or aided or abetted such defendants' wrongful acts.

**COUNT VII**  
**Violation of Right to Privacy**  
**§ 9-1-28.1(a)(1)**

336. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 278-289**, as if fully set forth herein.

337. Pursuant to R.I.G.L. § 9-1-28.1(a)(1), at all times that Plaintiffs visited with their father they had the right to be secure from unreasonable intrusion upon their physical solitude and seclusion.

338. Plaintiffs' meetings with their father at which they were led to believe that they were alone with him were recorded and/or were the subject of eavesdropping, despite their reasonable expectations that they would be and were entitled to privacy.

339. The aforementioned invasions of Plaintiffs' privacy rights were offensive and/or objectionable to any reasonable person.

340. Plaintiffs have been directly and proximately injured as a result of the violation of their right to privacy.

341. Carol, and any other Defendants who participated in the violation of Plaintiffs' privacy rights as described herein are liable to plaintiffs for compensatory damages, plus interest, costs, and reasonable attorney fees under R.I.G.L. § 9-1-28.1(b).

**WHEREFORE,** Plaintiffs demand judgment for compensatory and/or punitive damages, plus interest and costs, against defendant Carol Griggs and any other Defendant who

acted in concert with her, conspired with her, and/or aided and abetted her, or otherwise acted in violation of Plaintiffs' rights of privacy.

**COUNT VIII**  
**Violation of Right to Privacy**  
**§ 9-1-28.1(a)(2)**

342. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 278-289**, as if fully set forth herein.

343. Pursuant to R.I.G.L. §9-1-28.1(a)(2), Plaintiffs have at all times had the right to be secure from an appropriation of their image or likeness.

344. Plaintiffs' meetings with their father at which they were led to believe that they were alone with him were, upon information and belief, videotaped and/or their images appropriate (see attached "Exhibit F") during the period from 2003 to about October, 2007, without their consent or permission.

345. The appropriation of their images was for the benefit of Defendants and in furtherance of their scheme to defraud Glenn and the Plaintiffs by isolating Glenn and maintaining control over him.

346. Carol and any other defendant who participated in the violation of Plaintiffs' privacy rights as described herein are liable to plaintiffs for compensatory damages, plus interest, costs, and reasonable attorney fees under R.I.G.L. § 9-1-28.1(b).

**WHEREFORE,** Plaintiffs demand judgment for compensatory and/or punitive damages, plus interest and costs, against defendant Carol Griggs and any other Defendant who acted in concert with her, conspired with her, and/or aided and abetted her, or otherwise acted in violation of Plaintiffs' rights of privacy.

**COUNT IX**  
**Tortious Interference with Expectancy of Inheritance**

347. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 1-203**, as if fully set forth herein.

348. As the majority of the Glenn's children and heirs at law, there existed at all relevant times a reasonable expectation on the part of the plaintiffs of receiving an appropriate inheritance from him or his estate.

349. At all relevant times, but for the Defendants' undue influence and control over him, Glenn intended and desired that Plaintiffs' inherit from him, including, but not limited to, an ownership interest in the Companies.

350. Defendants (and perhaps others presently not known with specificity) intentionally interfered with Plaintiffs' expectancy of inheritance by conspiring and causing him to execute fraudulent financial planning documents and by conspiring to take all actions necessary to maintain undue influence and control over Glenn so as to render him unable to effect his true intent and desires.

351. The aforementioned individual Defendants utilized conduct that was, in its nature, fraudulent and/or involved undue influence to achieve such interference.

352. Based upon Glenn's actions and affection for plaintiffs prior to the conduct undertaken by such Defendants described herein, there existed a reasonable certainty that the expectancy of inheritance would have been realized but for the interference of such Defendants and those acting in concert with them.

353. Plaintiffs have been damaged as a result of the actions of such defendants and those acting in concert with them by having their expected inheritance stripped away or diminished so completely as to result in their being materially disinherited from Glenn's estate.

354. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

**WHEREFORE**, plaintiffs demand judgment against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan A. Griggs and Edward L. Gerstein, and request:

- (A) Compensatory damages in an amount to be determined at trial, and prejudgment and postjudgment interest;
- (B) An order requiring an accounting of any and all monies and/or assets transferred from Glenn E. Griggs (including any assets transferred to his alleged Trust);
- (C) An order requiring defendant to disgorge any portion of Glenn's estate that they received by virtue of their fraudulent scheme including, but not limited, all real estate purportedly held by Carol (during Glenn's lifetime) as a joint tenant;
- (D) An Order that the October 25, 2000 Trust (and any amendments thereto) is invalid and that any assets thereof are held in constructive trust and/or resulting trust, to be returned to Glenn's estate;
- (E) An Order that the Defendants be made to compensate Plaintiff's for any and all assets fraudulently transferred from Glenn's estate;
- (F) An Order declaring that Glenn's alleged "Last Will and Testament," and the "First Codicil, are invalid and/or that the individual Defendants are restrained and enjoined from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (G) Costs, fees and other expenses, including attorneys' fees;
- (H) Such other relief as may be just and proper, including, but not limited to, such constructive trusts as may be necessary and proper to compensate Plaintiffs for the injuries done to them; and,
- (I) To the extent that Rhode Island's Supreme Court has not ruled on this cause of action at the time of filing of plaintiffs' original complaint and/or this amended complaint, or hereafter, this Court is respectfully requested to certify the question of the viability of such cause of action to the Rhode Island Supreme Court).

**COUNT X**  
**Conversion**

355. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 1-203**, as if fully set forth herein.

356. Under Rhode Island law, whoever takes possession of the personal property of another without consent and exercises dominion over it inconsistent with that other person's right to possession commits conversion.

357. Plaintiffs have been damaged as a result of the actions of such defendants and those acting in concert with them by having their expected inheritance stripped away or diminished so completely as to result in their being materially disinherited from Glenn's estate.

358. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

359. Accordingly, plaintiffs are entitled to the return of all such property taken or transferred from Glenn, or his estate, while under undue influence, and which they would have inherited (title to which vested in them upon Glenn's death).

**WHEREFORE**, plaintiffs demand the return of all of Glenn's real and personal property that has been wrongfully and/or pursuant to undue influence taken and converted to the use, name and/or title of Carol and any persons acting at her direction and/or conspiring with her, and that, until its return, all such property be ordered held in a constructive trust for the benefit of Glenn's heirs at law (the Plaintiffs), for compensatory and/or exemplary damages, costs, expenses, interest and reasonable attorney fees.

**COUNT XI**  
**Abuse of Process**

360. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 118-159**, as if fully set forth herein.

361. Defendants conspired and did cause to set a legal proceeding in motion (*i.e.*, Griggs II) to accomplish an ulterior and/or wrongful purpose for which the process or proceedings were not designed, such activities thus constituting an abuse of process.

362. Defendants conspired and agreed to set in motion the probate proceedings involved in “Griggs II” in order to maintain control and undue influence over Glenn Griggs and the Companies in furtherance of their scheme to defraud Glenn and the Plaintiffs, and with the specific purpose of injuring the Plaintiffs.

363. The aforementioned defendants have thus sought orders limiting Plaintiffs’ access to their father and contempt orders for purposes entirely unrelated to the aforementioned Probate proceeding, resulting in an abuse of process for which plaintiffs have suffered anxiety, emotional distress for the violation of their legal rights and/or other damages.

364. Deborah has advised that the defendants Heal, Gerstein and others are seeking financial penalties against Christine, Lauren and others for an alleged contempt, for the sole and wrongful purpose of “driving” Christine, Lauren and such others into “bankruptcy.”

365. The aforementioned Defendants have thus misused and abused legal process to continue and/or obtain an advantage not properly involved in the proceeding itself and/or to accomplish an ulterior and/or wrongful purpose for which the process or proceedings were not designed.

**WHEREFORE**, plaintiffs demand judgment for compensatory and/or punitive damages, plus interest and costs, against defendants Carol Griggs, David Heal, individually and in his

capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Dan Griggs, Edward L. Gerstein and any other Defendants or individuals, currently unknown, who have conspired and/or aided or abetted such defendants' wrongful acts.

**COUNT XII**  
**Common Law Conspiracy**  
**(R.I.G.L. § 9-1-2)**

366. Plaintiffs restate and incorporate, by reference, the allegations of **Paragraphs 1-203**, as if fully set forth herein.

367. Plaintiffs conspired and agreed to engage in a scheme to defraud Glenn and Plaintiffs, knowing and agreeing that all acts incident thereto and/or in furtherance thereof be taken.

368. These acts included all acts alleged in the preceding Counts I-XI, which allegations are hereby restated and incorporated, by, reference, as if fully set forth herein.

369. Defendants have combined, conspired and confederated to commit such unlawful acts and/or to commit lawful acts for the unlawful purpose of inflicting injury upon the Plaintiffs.

370. Rhode Island follows the common-law rule of conspiracy which punishes the combination of two or more persons to commit an unlawful act or a lawful act for an unlawful purpose, whether or not an overt act in furtherance of the conspiracy is made.

371. Common law conspiracy is recognized and may be prosecuted and punished as a criminal offense in accordance with R.I.G.L. §11-1-1.

372. Plaintiffs have been directly and proximately injured, financially and otherwise, by the Defendants' acts, conspiracy, and fraudulent schemes.

373. Plaintiffs repeat and reallege each of the allegations contained in **Paragraphs 160-171** as if fully set forth herein.

374. Common law conspiracy is a “crime or offense” within the meaning of R.I.G.L. §9-1-2.

375. Plaintiffs are accordingly entitled to their damages from each and all of the individual defendants pursuant to R.I.G.L. §9-1-2, irrespective of the availability or unavailability of any other cause of action.

**WHEREFORE**, plaintiffs demand judgment for compensatory and/or punitive damages, plus interest and costs, against defendants Carol Griggs, David Heal, individually and in his capacity as purported Trustee of the Irrevocable Trust estate of the late Glenn E. Griggs, Deborah Griggs, Dan Griggs, Edward Brayton, Edward L. Gerstein, and any other Defendants or individuals, currently unknown, who have conspired and/or aided or abetted such defendants’ wrongful acts.

**COUNT XIII**  
**Declaratory Relief & Injunctive Relief**

376. Plaintiffs restate and incorporate, by reference, the allegations of **Paragraphs 1-203**, as if fully set forth herein.

377. Plaintiffs restate and incorporate, by reference, the allegations of Counts I-XII as if fully set forth herein.

378. In furtherance of the Court’s federal claims jurisdiction this Court has jurisdiction to allow Declaratory relief pursuant to 28 U.S.C. §2201.

379. In furtherance of its pendant jurisdiction over the state causes of action asserted herein, this court has further jurisdiction to allow declaratory relief pursuant to Title IX, Chapter

30 of the General Laws of Rhode Island 1956, as amended (entitled the “Uniform Declaratory Judgments Act”), in that Plaintiffs request that the court declare rights, status, and other legal relations of and among the parties.

380. Pursuant to 28 U.S.C. §2202 and R.I. General Laws §9-30-8, Plaintiffs request further relief, as may be fitting, just and appropriate in the circumstances.

**WHEREFORE,** Plaintiffs respectfully request that this court grant them declaratory review and relief and request that the Court:

- (A) Construe the facts, circumstances and rights of the parties;
- (B) Declare that the deed to the improved real estate at 500 Nausauket Road, Warwick, Rhode Island was the product of undue influence, is invalid, and that title to such property should be returned to Glenn’s Estate and/or beneficiaries;
- (C) Declare that the Trust executed on or about October 25, 2000 (and any subsequent amendments thereto) was also the product of undue influence and/or that Glenn lacked sufficient capacity to understand its or their meaning, thus should be annulled and declared totally void and a resulting and/or constructive Trust be established for the equitable benefit of the lawful heirs of Glenn E. Griggs;
- (D) Declare that Plaintiffs are entitled to a full accounting and to recover all monies or things of value (including real estate) that the individual Defendants improperly, unlawfully converted, misappropriated, or fraudulently received (including legal fees paid to lawyers to prepare documents and/or to commence and/or defend litigation against or related to Plaintiffs) and/or have transferred to the aforementioned Trust or any amendments thereto;
- (E) Declare that the individual Defendants are not legally entitled to hold title to and must return any and all of Glenn’s property and putative estate over which they exercised dominion and control or obtained control by the use of undue influence, exploitation, false pretenses, artifice or other illicit means;
- (F) Declare that under the circumstances any documents or purported agreements that claim to limit the rights of any or all of the Plaintiffs to proceed with this action are annulled and voided as the product of extortion or for lack of consideration;
- (G) Declare that none of the Defendants legally and/or equitably entitled to manage, control, act as officers of, act as directors of, hold shares in or otherwise profit from any or all of the Griggs & Browne Companies;

- (H) Restrain and enjoin the Defendants from continuing to unlawfully use the income and assets of Glenn's estate, the Trust, real estate taken from him by undue influence, and/or from any of the Griggs & Browne Companies;
- (I) Restrain and enjoin the individual Defendants from continuing to use and enjoy the benefit of any assets and income or property that has been unjustly and fraudulently acquired by them and/or using Glenn's assets, Trust assets and/or the assets of any or all of the Griggs & Browne companies to pay their expenses, costs and/or legal fees in this litigation;
- (J) Restrain and enjoin the individual Defendants and any other person(s) acting at their direction or on their behalf from destroying and/or disposing of any and all evidence of their financial and corporate transactions that involved the acquisition of any property, real or personal, belonging Glenn, his estate, the Trust and/or any of the Griggs & Browne Companies;
- (K) Restrain and enjoin the individual Defendants and any other person(s) acting at their direction or on their behalf from destroying or disposing of any and all evidence of Glenn's health records, mental status evaluations, decision-making ability assessments, or other personal records;
- (L) Restrain and enjoin the individual Defendants from disposing of, alienating, selling, secreting, hypothecating, wasting, or transferring any assets – including real or personal property – derived from Glenn, his estate, the Trust and/or any of the Griggs & Browne Companies, whether allegedly belonging to them personally, or held by or in a business entity, in trust, in offshore accounts, or in any other manner;
- (M) Restrain and enjoin the individual Defendants from attempting to offer the so-called Last Will and Testament of Glenn Griggs or any such testamentary instrument for Probate or for any other purpose in any state court;
- (N) Order the individual Defendants to cause all health records for or pertaining to Glenn (including so-called "DMAT" evaluations) to be provided to Plaintiffs forthwith; and/or,
- (O) Make such further orders that are appropriate in the circumstances, including, but not limited to, such constructive trusts as may be necessary and proper to compensate Plaintiffs for the injuries done to them;

**CLAIM OF JURY TRIAL AND DESIGNATION OF TRIAL COUNSEL**

Plaintiffs hereby claim a trial, by jury, on all issues herein that are so triable. They designate John B. Reilly as and for their trial counsel.

PLAINTIFFS,  
By Their Attorneys,

/s/ John B. Reilly  
John B. Reilly, Esq. (#1811)  
John Reilly & Associates  
100 North Main St., 4th Fl.  
Providence, RI 02903  
tel: 401-272-2800  
fax: 401-272-2811

**DATE: May 13, 2009**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of May, **2009**, a true copy of the within document has been filed through the ECF system and will be sent electronically to the following registered participants as identified on the Notice of Electronic Filing (NEF).

Michael J. Lepizzera, Jr., Esq.  
Lepizzera & Laprocina Counsellors at Law, Ltd.  
117 Metro Center Boulevard, Suite 2001  
Warwick, RI 02886  
[mlepizzera@lldlawyers.com](mailto:mlepizzera@lldlawyers.com)

Anthony M. Traini, Esq.  
56 Pine Street  
Providence, RI 02903  
[amt@atrainilaw.com](mailto:amt@atrainilaw.com)

Edward L. Gerstein, Esq.

29 Meeting House Lane  
Little Compton, RI 02837  
[elg@zomolo.com](mailto:elg@zomolo.com)

Melody A. Alger, Esq.  
Alger Parker, LLP  
95 Chestnut Street, Suite 401  
Providence, RI 02903  
[malger@algerparker.com](mailto:malger@algerparker.com)

Joseph J. Altieri, Esq.  
Joseph J. Altieri, Ltd.  
350 South Main Street  
Providence, RI 02903  
[JoeAltieri@JJALTD.com](mailto:JoeAltieri@JJALTD.com)

David Jesse Oliveira, Esq.  
David Oliveira, Esq.  
155 South Main Street  
Suite 305  
Providence, RI 02903  
[doliveira@djolaw.com](mailto:doliveira@djolaw.com)

Craig M. Scott, Esq.  
Scott & Bush, Ltd.  
30 Kennedy Plaza, 4<sup>th</sup> Fl.  
Providence, RI 02903  
[cscott@scottbushlaw.com](mailto:cscott@scottbushlaw.com)

Carl S. Levin, Esq.  
Armstrong, Gibbons & Gnys, LLP  
155 South Main St.  
Providence, RI 02903  
[clevin@agglaw.com](mailto:clevin@agglaw.com)

/s/ John B. Reilly\_\_\_\_\_.