

STATE OF RHODE ISLAND
KENT, SC.

SUPERIOR COURT

OAKLAND BEACH REAL ESTATE
OWNERS ASSOCIATION,
Plaintiff,

vs.

DONNA TRAVIS, WILLIAM TRAVIS,
BEVERLEE STURDAHL a/k/a
BEVERLY STURDAHL, and
JOHN DOE 1-3,
Defendants.

C.A. No.: KC 2023-

VERIFIED COMPLAINT

Parties

1. Plaintiff, Oakland Beach Real Estate Owners Association (the “Association”), is a Rhode Island non-profit corporation with a principal place of business located at 193 Suburban Parkway, Warwick, Rhode Island 02889.
2. Defendant, Donna Travis (“Mrs. Travis”), is an individual residing at 733 Oakland Beach Avenue, Warwick, Rhode Island 02889.
3. Defendant, William Travis (“Mr. Travis” and collectively with Mrs. Travis, the “Travises”), is an individual residing at 733 Oakland Beach Avenue, Warwick, Rhode Island 02889.
4. Defendant, Beverlee Sturdahl a/k/a Beverly Sturdahl (“Ms. Sturdahl”), is an individual residing at 219 Canfield Avenue, Warwick, Rhode Island 02889.
5. Upon information and belief, Defendants, John Doe 1-3, are individuals who may have been involved in the events giving rise to this action and liable to the Association, but whose true names and identities are unknown to the Association as of the filing of this

Complaint; however, the Association believes that information obtained through discovery will lead to the identification of each John Doe's true name and identity at which time the Association will move for leave to amend this Complaint to substitute the John Doe Defendants in their true names.

Jurisdiction

6. The amount in controversy is sufficient to establish this Court's jurisdiction over this action.

7. This Court also has jurisdiction over this action pursuant to R.I. Gen. Laws §§ 8-2-13, 8-2-14, and 9-30-1 et seq..

Venue

8. Kent County is the appropriate venue for this action.

Factual Allegations

9. The purpose of the Association is to promote the general welfare and civic betterment of the residents of the village of Oakland Beach in the City of Warwick ("Oakland Beach").

10. At all relevant times, all Defendants have been residents of Oakland Beach.

11. At all relevant times, all Defendants have been members of the Association.

12. At all relevant times, Mrs. Travis has been a director of the Association.

13. At all relevant times, Mrs. Travis has served on the Warwick City Council and is the Councilwoman for Ward 6 which includes Oakland Beach.

14. At all relevant times, the Association owned property located at 735 Oakland Beach Avenue, Warwick, Rhode Island (the "Property").

15. Section 3 of the Bylaws for the Association provides that “no property of the corporation shall be sold or conveyed unless a majority of the members of said corporation, at any legally called and constituted meeting, shall vote to sell or convey said property. Notification of members shall be done 30 days prior to the special meeting by post card type notice.”

16. On August 14, 2021, Ms. Sturdahl executed a Quit Claim Deed purporting to transfer and convey the Property from the Association to the Traveses (the “Deed”).

17. According to the Deed, Ms. Sturdahl was acting on behalf of the Association when she executed it even though there is no title for Ms. Sturdahl listed on the Deed.

18. At no time in August 2021 was Ms. Sturdahl an officer or director of the Association.

19. At no time in August 2021 did Ms. Sturdahl have the legal authority to execute the Deed on behalf of the Association.

20. At no time in August 2021 did Ms. Sturdahl have the legal authority to sell, convey, or transfer any interest in the Property to the Traveses or anyone else.

21. At no time did the Association have a meeting for the purpose of voting on the sale, transfer, or conveyance of the Property from the Association to the Traveses or anyone else.

22. At no time did a majority of the members of the Association vote to approve the sale, transfer, or conveyance of the Property from the Association to the Traveses or anyone else.

23. The Association has demanded that the Traveses convey the Property back to the Association, but the Traveses have refused.

COUNT I
Slander of Title
(Against Mrs. Travis)

24. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

25. Mrs. Travis knowingly and maliciously published a defective and invalid legal instrument that falsely claimed she and Mr. Travis held title to the Property when she caused the Deed to be recorded in the Land Evidence Records for the City of Warwick.

26. As a result of Mrs. Travis' slandering of the Association's title to the Property, the Association has suffered pecuniary harm.

COUNT II
Slander of Title
(Against Mr. Travis)

27. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

28. Mr. Travis knowingly and maliciously published a defective and invalid legal instrument that falsely claimed he and Mrs. Travis held title to the Property when he caused the Deed to be recorded in the Land Evidence Records for the City of Warwick.

29. As a result of Mr. Travis' slandering of the Association's title to the Property, the Association has suffered pecuniary harm.

COUNT III
Breach of Fiduciary Duty
(Against Mrs. Travis)

30. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

31. At all relevant times, Mrs. Travis, as a director of the Association, owed a fiduciary duty to the Association and its members.

32. Mrs. Travis breached her fiduciary duty to the Association and its members by engaging in a scheme to unlawfully obtain ownership of the Property for herself and Mr. Travis.

33. As a direct and proximate result of Mrs. Travis' breaches, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT IV
Civil Conspiracy
(Against Mrs. Travis)

34. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

35. Mrs. Travis was, at all relevant times, part of a common agreement to engage in an unlawful scheme and to further an unlawful purpose involving the fraudulent and illegal theft of the Property.

36. At all relevant times, Mrs. Travis was aware of the agreement and its unlawful purpose, concurred in carrying out this purpose, and intentionally took part in and furthered this purpose.

37. As a direct and proximate result of Mrs. Travis' participation in this conspiracy, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT V
Civil Conspiracy
(Against Mr. Travis)

38. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

39. Mr. Travis was, at all relevant times, part of a common agreement to engage in an unlawful scheme and to further an unlawful purpose involving the fraudulent and illegal theft of the Property.

40. At all relevant times, Mr. Travis was aware of the agreement and its unlawful purpose, concurred in carrying out this purpose, and intentionally took part in and furthered this purpose.

41. As a direct and proximate result of Mr. Travis' participation in this conspiracy, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT VI
Civil Conspiracy
(Against Ms. Sturdahl)

42. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

43. Ms. Sturdahl was, at all relevant times, part of a common agreement to engage in an unlawful scheme and to further an unlawful purpose involving the fraudulent and illegal theft of the Property.

44. At all relevant times, Ms. Sturdahl was aware of the agreement and its unlawful purpose, concurred in carrying out this purpose, and intentionally took part in and furthered this purpose.

45. As a direct and proximate result of Ms. Sturdahl's participation in this conspiracy, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT VII
Civil Conspiracy
(Against John Doe 1-3)

46. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

47. Upon information and belief, John Doe 1-3 were, at all relevant times, part of a common agreement to engage in an unlawful scheme and to further an unlawful purpose involving the fraudulent and illegal theft of the Property.

48. Upon information and belief, at all relevant times, John Doe 1-3 were aware of the agreement and its unlawful purpose, concurred in carrying out this purpose, and intentionally took part in and furthered this purpose.

49. As a direct and proximate result of John Doe 1-3's participation in this conspiracy, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT VIII
Civil Liability for Criminal Conduct Pursuant to R.I. Gen. Laws § 9-1-2
(Against Mrs. Travis)

50. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

51. Mrs. Travis' conduct as complained of herein and her participation in the alleged conspiracy constitute felony criminal offenses punishable by fine and imprisonment in violation of R.I. Gen. Laws § 11-1-6 (conspiracy), § 11-1-9 (soliciting another to commit a crime), § 11-41-4 (obtaining property by false pretenses), and § 11-41-27 (wrongful conversion by officer or state or municipal employee).

52. Mrs. Travis' commission of one or more of these crimes is actionable under R.I. Gen. Laws § 9-1-2.

53. As a direct and proximate cause of Mrs. Travis' commission of these crimes, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT IX
Civil Liability for Criminal Conduct Pursuant to R.I. Gen. Laws § 9-1-2
(Against Mr. Travis)

54. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

55. Mr. Travis' conduct as complained of herein and his participation in the alleged conspiracy constitute felony criminal offenses punishable by fine and imprisonment in violation of R.I. Gen. Laws § 11-1-6 (conspiracy), § 11-1-9 (soliciting another to commit a crime), and § 11-41-4 (obtaining property by false pretenses).

56. Mr. Travis' commission of one or more of these crimes is actionable under R.I. Gen. Laws § 9-1-2.

57. As a direct and proximate cause of Mr. Travis' commission of these crimes, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT X
Civil Liability for Criminal Conduct Pursuant to R.I. Gen. Laws § 9-1-2
(Against Ms. Sturdahl)

58. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

59. Ms. Sturdahl's conduct as complained of herein and her participation in the alleged conspiracy constitute a felony criminal offense punishable by fine and imprisonment in violation of R.I. Gen. Laws § 11-1-6 (conspiracy) and § 11-33-4 (false swearing pertaining to sale or conveyance of property).

60. Ms. Sturdahl's commission of the crime of conspiracy is actionable under R.I. Gen. Laws § 9-1-2.

61. As a direct and proximate cause of Ms. Sturdahl's commission of the crime of conspiracy, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT XI
Civil Liability for Criminal Conduct Pursuant to R.I. Gen. Laws § 9-1-2
(Against John Doe 1-3)

62. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

63. Upon information and belief, John Doe 1-3's conduct as complained of herein and their participation in the alleged conspiracy constitute felony criminal offenses punishable by fine and imprisonment in violation of R.I. Gen. Laws § 11-1-6 (conspiracy) and § 11-1-9 (soliciting another to commit a crime).

64. John Doe 1-3's commission of these crimes is actionable under R.I. Gen. Laws § 9-1-2.

65. As a direct and proximate cause of John Doe 1-3's commission of these crimes, the Association has incurred and will continue to incur significant and substantial losses and damages.

COUNT XII
Punitive Damages
(Against Mrs. Travis)

66. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

67. At all relevant times, Mrs. Travis acted with malice, wantonness and/or willfulness of such an extreme nature as to amount to criminality which, for the good of society and as a warning to individuals, ought to be punished.

68. Mrs. Travis' conduct requires deterrence and punishment over and above that provided by an award of compensatory damages.

COUNT XIII
Punitive Damages
(Against Mr. Travis)

69. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

70. At all relevant times, Mr. Travis acted with malice, wantonness and/or willfulness of such an extreme nature as to amount to criminality which, for the good of society and as a warning to individuals, ought to be punished.

71. Mr. Travis' conduct requires deterrence and punishment over and above that provided by an award of compensatory damages.

COUNT XIV
Punitive Damages
(Against Ms. Sturdahl)

72. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

73. At all relevant times, Ms. Sturdahl acted with malice, wantonness and/or

willfulness of such an extreme nature as to amount to criminality which, for the good of society and as a warning to individuals, ought to be punished.

74. Ms. Sturdahl's conduct requires deterrence and punishment over and above that provided by an award of compensatory damages.

COUNT XV
Punitive Damages
(Against John Doe 1-3)

75. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

76. At all relevant times, John Doe 1-3 acted with malice, wantonness and/or willfulness of such an extreme nature as to amount to criminality which, for the good of society and as a warning to individuals, ought to be punished.

77. John Doe 1-3's conduct requires deterrence and punishment over and above that provided by an award of compensatory damages.

COUNT XVI
Declaratory Relief

78. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

79. The Association contends that the Deed is null and void because it was obtained without proper notice and approval of the members of the Association pursuant to the Bylaws and because Ms. Sturdahl did not have the requisite authority to execute the Deed on behalf of the Association.

80. Defendants contend the Deed is legal and valid such that the Travises own the Property.

81. An actual controversy has therefore arisen among the parties.

82. A declaratory judgment entered by this Court will terminate the uncertainty and controversy between the parties.

COUNT XVII
Constructive Trust

83. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

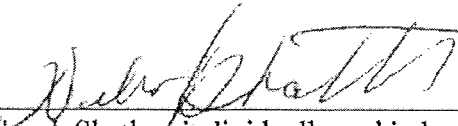
84. A constructive trust exists for the Travises' purported interests in the Property that was obtained from the Association illegally.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for:

- (i) compensatory damages;
- (ii) an order declaring that any ownership interest the Travises hold in the Property was obtained unlawfully and is held in constructive trust for the Association;
- (iii) an order declaring the Deed is null and void *ab initio*;
- (iv) mandatory injunctive relief compelling the Travises to grant all interest they have in and to the Property back to the Association;
- (v) temporary restraining order and preliminary injunction enjoining the Travises from selling, leasing, transferring, mortgaging, hypothecating, and/or otherwise encumbering the Property;
- (vi) punitive damages;
- (vii) reasonable attorneys' fees and costs; and
- (viii) such further relief as this Court deems just and proper.


PLAINTIFF HEREBY DEMANDS TRIAL BY JURY AS TO ALL ISSUES SO TRIABLE.

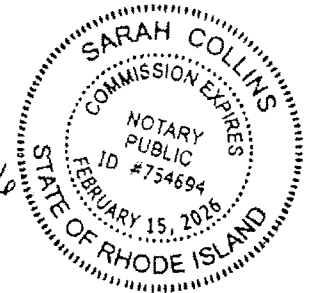
Verification of Allegations


Debra J. Shatley, individually and in her
capacity as President of Oakland Beach Real
Estate Owners Association

STATE OF RHODE ISLAND
COUNTY OF Kent

In Warwick, Rhode Island on the 7 day of August, 2023, before me personally appeared Debra J. Shatley who made oath that she subscribed to the foregoing Verified Complaint, that she knows the contents thereof, and that the same are true, excepting those matters stated on information and belief, and as to those matters, she believes them to be true.


Notary Public: Sarah Collins
My Commission Expires: 2/15/26



PLAINTIFF,
Oakland Beach Real Estate Owners
Association,
By its Attorneys,

/s/ Theresa L. Sousa
Theresa L. Sousa, Esq. # 7745
Bianchi Brouillard Sousa & O'Connell, P.C.
56 Pine Street, Suite 250
Providence, RI 02903
401.223.2990 telephone
tsousa@bbsolaw.com

/s/ John P. Larochelle
John P. Larochelle, Esq. # 5237
Larochelle Law
One Turks Head Place
Providence, RI 02903
401.421.4407 telephone
jl@larochellelaw.com