

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

\_\_\_\_\_  
STATE OF RHODE ISLAND, )  
PETER F. NERONHA, in his )  
capacity as Attorney General of the )  
STATE OF RHODE ISLAND; and )  
DR. UTPALA BANDY, )  
in her capacity as Interim Director, )  
RHODE ISLAND DEPARTMENT )  
OF HEALTH, )  
Plaintiffs, )  
)  
)  
v. )  
)  
PIONEER INVESTMENTS, L.L.C., )  
ANURAG SUREKA )  
Defendants \_\_\_\_\_ )

C.A. No.: PC-2023-02652

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**DEFENDANTS PIONEER INVESTMENTS, LLC AND ANURAG SUREKA'S  
ANSWER TO THE COMPLAINT**

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Now come the Defendants, Pioneer Investments, L.L.C. and Anurag Sureka ("Defendants"), and hereby answer the Plaintiffs' Complaint as follows.

**I. PRELIMINARY STATEMENT**

1. Defendants deny the allegations set forth in this paragraph.
2. Defendants deny the allegations set forth in this paragraph.
3. Defendants deny the allegations set forth in this paragraph.
4. Defendants deny the allegations set forth in this paragraph.
5. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
6. Defendants deny the allegations set forth in this paragraph.
7. Defendants deny the allegations set forth in this paragraph.

8. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
9. Defendants deny the allegations set forth in this paragraph.
10. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
11. Defendants deny the allegations set forth in this paragraph.
12. Defendants deny the allegations set forth in this paragraph.

## **II. LEGAL BACKGROUND**

### **A. LEAD PAINT HAZARD CONTROL LAWS AND REGULATIONS**

13. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
14. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
15. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.

#### **i. Rhode Island Lead Poisoning Prevention Act & Lead Hazard Mitigation Act**

16. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
17. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
18. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
19. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
20. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

21. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
22. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
23. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
24. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
25. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
26. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
27. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
28. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
29. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
30. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
31. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
32. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
33. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
34. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.
35. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

36. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**ii. Rhode Island Housing Maintenance and Occupancy Code & Property Maintenance Code**

37. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

38. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

39. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

40. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

41. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**B. LAWS GOVERNING RENTAL PROPERTY MANAGEMENT**

42. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**i. Housing Maintenance and Occupancy Code**

43. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

44. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

45. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

46. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

47. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

48. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

49. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**ii. Property Maintenance Code**

50. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**iii. Landlord Tenant Act**

51. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**C. UNFAIR TRADE PRACTICE AND CONSUMER PROTECTION ACT**

52. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

53. No response to this paragraph is required. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied.

**III. PARTIES**

54. Defendants admit that Peter F. Neronha is the Attorney General of the State of Rhode Island. Defendants deny the remaining allegations of this paragraph.

55. Defendants admit that Dr. Uptala Bandy is the Interim Director of the Rhode Island Dept. of Health. Defendants are without knowledge or information sufficient to form a belief as to the remainder of the allegations set forth in this paragraph and leave the Plaintiffs to their burden of proof.

56. Defendants admit the allegations set forth in this paragraph.

57. Defendants admit the allegations set forth in this paragraph.

58. Defendants deny the allegations set forth in this paragraph.

**IV. JURISDICTION & VENUE**

59. Defendants deny the allegations set forth in this paragraph.

60. Defendants deny the allegations set forth in this paragraph.

61. Defendants deny the allegations set forth in this paragraph.

62. Defendants deny the allegations set forth in this paragraph.

V. **FACTS**

**A. PIONEER HAS CONSISTENTLY FAILED TO COMPLY WITH LEAD POISONING PREVENTION LAWS, AND HAS ALLOWED PERVASIVE LEAD-BASED PAINT HAZARDS TO PERSIST ACROSS PIONEER PROPERTIES, WHERE AT LEAST 5 CHILDREN HAVE BEEN LEAD POISONED, IN VIOLATION OF THE LEAD HAZARD MITIGATION ACT, LEAD POISONING PREVENTION ACT, AND OTHER STATE LAWS.**

RESPONSE: Defendants deny these allegations.

i. **Pioneer Persistently Disregarded their Responsibilities to Obtain Certificates of Lead Conformance for their Rental Units, in Violation of Law.**

RESPONSE: Defendants deny these allegations.

63. Defendants admit the allegations set forth in this paragraph.

64. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, Defendants leave the Plaintiffs to their burden of proof.

65. Defendants deny the allegations set forth in this paragraph.

66. Defendants deny the allegations set forth in this paragraph.

ii. **Lead-based Paint Hazards are Pervasive Across Pioneer's Properties, and at Least Five Children Have Been Poisoned While Living in Them Since 2019.**

RESPONSE: Defendants deny these allegations.

67. Defendants admit that Pioneer currently owns and/or operates approximately 175 rental units throughout Rhode Island. Defendants are without knowledge or information sufficient to form a belief as to the remainder of the allegations and leaves the Plaintiffs to their burden of proof.

68. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.

69. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
70. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
71. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph, therefore, the Defendants leave the Plaintiffs to their burden of proof.
72. Defendants deny the allegations set forth in this paragraph.
73. No response to this paragraph is required as it states a conclusion of law. To the extent this paragraph is construed as alleging liability against the Defendants, said allegations are denied and Plaintiffs are otherwise left to their burden of proof.
74. Defendants deny the allegations set forth in this paragraph.
75. Defendants deny the allegations set forth in this paragraph.
76. Defendants deny the allegations set forth in this paragraph.
77. Defendants deny the allegations set forth in this paragraph.
78. Defendants deny the allegations set forth in this paragraph.
79. Defendants deny the allegations set forth in this paragraph.
80. Defendants deny the allegations set forth in this paragraph.

**B. PIONEER HAS VIOLATED RHODE ISLAND’S CONSUMER PROTECTION ACT, HOUSING MAINTENANCE AND OCCUPANCY CODE, AND PROPERTY MAINTENANCE CODE.**

RESPONSE: Defendants deny these allegations.

81. No response is required as the paragraph states conclusions of law. To the extent a response is deemed required, the Plaintiffs are left to their burden of proof.

- i. **Pioneers’ Collection of Deceptive Late Fees Violates the Consumer Protection Act.**

RESPONSE: Defendants deny these allegations.

82. Defendants deny the allegations set forth in this paragraph.

83. Defendants deny the allegations set forth in this paragraph.

84. Defendants deny the allegations set forth in this paragraph.

85. Defendants deny the allegations set forth in this paragraph.

**ii. Pioneer's Failure to Maintain Their Rental Properties Violates the Consumer Protection Act.**

RESPONSE: Defendants deny these allegations.

86. Defendants deny the allegations set forth in this paragraph.

**1. Heating**

87. Defendants deny the allegations set forth in this paragraph.

88. Defendants deny the allegations set forth in this paragraph.

89. Defendants deny the allegations set forth in this paragraph.

**2. Water and Plumbing Leaks**

90. Defendants deny the allegations set forth in this paragraph.

91. Defendants deny the allegations set forth in this paragraph.

92. Defendants deny the allegations set forth in this paragraph.

93. Defendants deny the allegations set forth in this paragraph.

**3. Rodent Infestation**

94. Defendants deny the allegations set forth in this paragraph.

95. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and leave the Plaintiffs to their burden of proof.

96. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and leave the Plaintiffs to their burden of proof.



97. Defendants deny the allegations set forth in this paragraph.

#### **4. Other Safety Hazards**

98. Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and leave the Plaintiffs to their burden of proof.

99. Defendants deny the allegations set forth in this paragraph.

100. Defendants deny the allegations set forth in this paragraph.

101. Defendants deny the allegations set forth in this paragraph.

102. Defendants deny the allegations set forth in this paragraph.

103. Defendants deny the allegations set forth in this paragraph.

104. Defendants deny the allegations set forth in this paragraph.

#### **iii. Pioneer's Failure to Respond to Reasonable Requests for Maintenance is also a Consumer Protection Act Violation.**

RESPONSE: Defendants deny these allegations.

98.[sic] Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Plaintiffs are left to their burden of proof.

99. Defendants deny the allegations set forth in this paragraph.

100. Defendants deny the allegations set forth in this paragraph.

101. Defendants deny the allegations set forth in this paragraph.

102. Defendants deny the allegations set forth in this paragraph.

#### **iv. Pioneer's Failure to Provide Consumer-Tenants With Accurate Information About Lead In Their Homes Violates the Consumer Protection Act.**

RESPONSE: Defendants deny these allegations.

- 135.[sic] No response to this paragraph is required. To the extent that this paragraph is construed as pertaining to and/or alleging liability against the Defendants, said allegations are denied.
136. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Plaintiffs are left to their burden of proof.
137. Defendants deny the allegations set forth in this paragraph.
138. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Plaintiffs are left to their burden of proof.
139. The Defendants deny the allegations set forth in this paragraph.
140. The Defendants deny the allegations set forth in this paragraph.

**COUNT I: PUBLIC NUISANCE**  
**(Asserted Only by The Rhode Island Office of the Attorney General)**

141. The Defendants incorporate by reference their responses to all prior paragraphs.
142. The Defendants deny the allegations set forth in this paragraph.
143. The Defendants deny the allegations set forth in this paragraph.

**COUNT II: VIOLATIONS OF THE LEAD HAZARD MITIGATION ACT**

144. The Defendants incorporate by reference their responses to all prior paragraphs.
145. The Defendants deny the allegations set forth in this paragraph.
146. The Defendants deny the allegations set forth in this paragraph.

**COUNT III: VIOLATIONS OF THE LEAD POISONING PREVENTION ACT**

147. The Defendants incorporate by reference their responses to all prior paragraphs.
148. The Defendants are without knowledge or information as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
149. The Defendants deny the allegations set forth in this paragraph.

**COUNT IV: VIOLATIONS OF THE RESIDENTIAL LANDLORD AND TENANT ACT**

150. The Defendants incorporate by reference their responses to all prior paragraphs.
151. The Defendants are without knowledge or information sufficient to form a belief to the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
152. The Defendants deny the allegations set forth in this paragraph.

**COUNT V: VIOLATIONS OF THE RHODE ISLAND PROPERTY MAINTENANCE CODE & HOUSING MAINTENANCE AND OCCUPANCY CODE**

153. The Defendants incorporate by reference their responses to all prior paragraphs.
154. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
155. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
156. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
157. The Defendants are without knowledge or information sufficient to form a belief as to the veracity of the allegations set forth in this paragraph. Therefore, the Defendants deny the allegations and the Plaintiffs are left to their burden of proof.
158. The Defendants deny the allegations set forth in this paragraph.

**COUNT IV: VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT**  
**(Asserted Only by The Rhode Island Office of the Attorney General)**

159. The Defendants incorporate by reference their responses to all prior paragraphs.
160. The Defendants deny the allegations set forth in this paragraph.
161. The Defendants deny the allegations set forth in this paragraph.
162. The Defendants deny the allegations set forth in this paragraph.
163. The Defendants deny the allegations set forth in this paragraph.

*WHEREFORE*, the Defendants demand judgment against the Plaintiffs, plus costs and attorneys' fees.

### **AFFIRMATIVE DEFENSES**

#### **FIRST DEFENSE**

The Complaint should be dismissed as it violates the separation of powers doctrine.

#### **SECOND DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(1) for lack of jurisdiction over the subject matter.

#### **THIRD DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(2) for lack of jurisdiction over the person.

#### **FOURTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(3) for improper venue.

#### **FIFTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(4) for insufficiency of process.

#### **SIXTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(5) for insufficiency of service of process.

#### **SEVENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted.

#### **EIGHTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. R. Civ. P. 12(b)(7) for failure to join an indispensable party.

NINTH DEFENSE

The Plaintiffs' claims are barred by laches, waiver, and/or estoppel.

TENTH DEFENSE

The Complaint must be dismissed as it constitutes selective prosecution and/or selective enforcement.

ELEVENTH DEFENSE

The acts or omissions which are alleged to have caused the damages and/or injuries referred to in Plaintiffs' Complaint were committed by a third party, who was not an agent or employee of the Defendants and for whose acts or omissions the Defendants are not legally responsible.

TWELFTH DEFENSE

The Complaint must be dismissed where these Defendants complied with all rules, statutes, and regulations.

THIRTEENTH DEFENSE

The Complaint must be dismissed because the Plaintiffs have failed to allege and/or satisfy conditions precedent that are required prior to seeking injunctive relief.

FOURTEENTH DEFENSE

The Complaint must be dismissed on the grounds that the claims asserted therein are barred by the statute of limitations.

FIFTEENTH DEFENSE

The Plaintiffs lack standing to assert the alleged claims and, therefore, the Complaint should be dismissed.

SIXTEENTH DEFENSE

The Complaint must be dismissed pursuant to the Takings Clauses of the United States Constitution and State of Rhode Island Constitution.

SEVENTEENTH DEFENSE

The Defendants affirmatively plead that an award of punitive damages would violate the Due Process Clauses of the United States Constitution and State of Rhode Island Constitution.

EIGHTEENTH DEFENSE

The Complaint must be dismissed because it alleges fraud and is not pleaded with particularity pursuant to Rule 9(b) of the Rhode Island Rules of Civil Procedure.

NINETEENTH DEFENSE

The Defendants affirmatively plead that the statutes and regulations relied upon in the Complaint are unconstitutionally vague and ambiguous.

TWENTIETH DEFENSE

The Defendants affirmatively plead that the Plaintiffs have failed to exhaust administrative remedies prior to bringing suit.

TWENTY-FIRST DEFENSE

The Complaint seeks to deprive the Defendants of property without due process of law.

TWENTY-SECOND DEFENSE

The Complaint seeks to deprive the Defendants of equal protection of law.

TWENTY-THIRD DEFENSE

The Defendants affirmatively plead collateral estoppel.

TWENTY-FOURTH DEFENSE

The Defendants affirmatively plead res judicata.

TWENTY-FIFTH DEFENSE

The Plaintiffs failed to mitigate damages, if any, alleged in the Complaint; accordingly, any recovery must be reduced by the amount of damages resulting from such failure.

TWENTY-SIXTH DEFENSE

The Defendants affirmatively plead the doctrine of unclean hands.

TWENTY-SEVENTH DEFENSE

The Complaint must be dismissed because it constitutes an abuse of process.

**TWENTY-EIGHTH DEFENSE**

The Complaint must be dismissed because it constitutes malicious prosecution.

**TWENTY-NINTH DEFENSE**

The Complaint must be dismissed on the grounds of fraud.

**RESERVATION**

The Defendants reserve the right to assert other affirmative defenses as they become evident through discovery and investigation.

*WHEREFORE*, the Defendants hereby demand judgment against the Plaintiffs, plus costs and attorneys' fees.

**The Defendants hereby demand a trial by jury as to all counts so triable.**

**COUNTERCLAIMS OF DEFENDANTS PIONEER INVESTMENTS, L.L.C. AND  
ANURAG SUREKA**

**COUNT I – DEFAMATION**

1. Plaintiffs/Counterclaim Defendants State of Rhode Island and Peter Neronha, in his capacity as Attorney General of the State of Rhode Island, issued a press release concerning the Defendants/Counterclaim Plaintiffs on or about June 6, 2023.
2. Said press release was issued for public consumption and republished in whole or in part by various media outlets.
3. Said press release contained false and/or misleading statements and photographs concerning the Defendants/Counterclaim Plaintiffs and their properties.
4. Said press release was issued recklessly, maliciously, and/or negligently.
5. As a result of the press release, the Defendants/Counterclaim Plaintiffs have sustained damages.
6. Said press release constitutes defamation.

*WHEREFORE*, the Defendants/Counterclaim Plaintiffs hereby demand judgment against the Plaintiffs/Counterclaim Defendants, plus costs and attorney's fees.

## **COUNT II – MALICIOUS PROSECUTION**

7. Defendants/Counterclaim Plaintiffs Pioneer Investments, L.L.C. and Anurag Sureka repeat paragraphs 1 through 6 of the counterclaim as if expressly set forth herein.
8. Plaintiffs/Counterclaim Defendants State of Rhode Island and Peter Neronha, in his capacity as Attorney General of the State of Rhode Island, filed the within action against the Defendants/Counterclaim Plaintiffs on or about June 6, 2023 (“the action”).
9. The action was instituted maliciously and without probable cause.
10. As a result of the action, the Defendants/Counterclaim Plaintiffs have sustained damages.
11. The action constitutes malicious prosecution.

*WHEREFORE*, the Defendants/Counterclaim Plaintiffs hereby demand judgment against the Plaintiffs/Counterclaim Defendants, plus costs and attorney’s fees.

## **COUNT III – ABUSE OF PROCESS**

12. Defendants/Counterclaim Plaintiffs Pioneer Investments and Anurag Sureka repeat paragraphs 1 through 11 of the counterclaim as if expressly set forth herein.
13. Plaintiffs/Counterclaim Defendants State of Rhode Island and Peter Neronha, in his capacity as Attorney General of the State of Rhode Island, filed the within action against the Defendants/Counterclaim Plaintiffs on or about June 6, 2023 (“the action”).
14. The action was instituted for an ulterior or wrongful purpose that the proceedings were not designed to accomplish.
15. As a result of the action, the Defendants/Counterclaim Plaintiffs have sustained damages.
16. Said action constitutes an abuse of process.

*WHEREFORE*, the Defendants/Counterclaim Plaintiffs hereby demand judgment against the Plaintiffs/Counterclaim Defendants, plus costs and attorney’s fees.



#### **COUNT IV – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17. Defendant/Counterclaim Plaintiff Anurag Sureka repeats paragraphs 1 through 16 of the counterclaim as if expressly set forth herein.
18. Plaintiffs/Counterclaim Defendants State of Rhode Island and Peter Neronha, in his capacity as Attorney General of the State of Rhode Island, issued a press release concerning the Defendants/Counterclaim Plaintiffs on or about June 6, 2023.
19. Said press release contained false and/or misleading information concerning the Defendant/Counterclaim Plaintiff and his properties.
20. Said press release was issued intentionally or with reckless disregard of the probability of causing emotional distress and otherwise extreme and outrageous.
21. As a result of the aforementioned conduct, the Defendant/Counterclaim Plaintiff Anurag Sureka has suffered emotional distress and otherwise been damaged.

*WHEREFORE*, the Defendant/Counterclaim Plaintiff hereby demands judgment against the Plaintiffs/Counterclaim Defendants, plus costs and attorney's fees.

#### **COUNT V – SELECTIVE ENFORCEMENT**

22. The Defendants/Counterclaim Plaintiffs Pioneer Investments, L.L.C. and Anurag Sureka repeat paragraphs 1 through 21 as if expressly set forth herein.
23. Plaintiffs/Counterclaim Defendants State of Rhode Island, Peter F. Nerohna, in his capacity as Attorney General of the State of Rhode Island, Dr. Utpala Bandy, in her capacity as Interim Director, and the Rhode Island Dept. of Health filed the within action on or about June 6, 2023 (“the action”).
24. Defendants/Counterclaim Plaintiffs, when compared to others similarly situated, were selectively treated by Plaintiffs/Counterclaim Defendants.
25. Such selective treatment was based on impermissible considerations such as race, religion, and/or malicious and/or bad faith intent to injure the Defendants/Counterclaim Plaintiffs.
26. As a result of the aforementioned selective enforcement, the Defendants/Counterclaim Plaintiffs have sustained damages.

*WHEREFORE*, the Defendants/Counterclaim Plaintiffs hereby demand judgment against the Plaintiffs/Counterclaim Defendants, plus costs and attorney's fees.

**The Defendants hereby demand a trial by jury as to all counts so triable.**

DEFENDANTS,  
PIONEER INVESTMENTS, L.L.C.  
ANURAG SUREKA  
BY THEIR ATTORNEYS,

Date: 10/11/23

/s/ John A. Caletri  
John A. Caletri, Esquire (#6204)  
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### **CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of October, 2023, I electronically filed and served this document through the electronic filing system with notice to the following parties. The document electronically filed and service is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

#### **Representing the Plaintiffs**

Keith Hoffmann, Esquire  
Riley O'Brien, Esquire  
Office of the Attorney General  
150 South Main Street  
Providence, RI 02903

#### **Representing the Defendants**

Kenneth Kando, Esquire  
875 Centerville Road, Bldg. 2  
Warwick, RI 02886

**Representing Interested Party, City of Woonsocket**

Michael Lepizzera, Esquire  
Robert D'Alfonso, Esquire  
Lepizzera & Laprocina  
117 Metro Center Blvd, Ste 2001  
Warwick, RI 02886

**Representing Interested Party, Town of Coventry**

Stephen Angell, Esquire  
1310 Atwood Avenue  
Johnston, RI 02919

/s/ John A. Caletri  
John A. Caletri, Esquire (#6204)