

**STATE OF RHODE ISLAND
PROVIDENCE, SC**

SUPERIOR COURT

THE STATE OF RHODE ISLAND, BY :
AND THROUGH PETER F. NERONHA, :
ATTORNEY GENERAL, :

Plaintiff, :

v. :

QUIDNESSETT COUNTRY CLUB, :
INC.; DOE COMPANIES 1 THROUGH :
30, inclusive; and DOE CONTRACTORS :
1 THROUGH 30, inclusive, :

Defendants. :

C.A. No. :

COMPLAINT

The Plaintiff State of Rhode Island (“Plaintiff” or the “State”), acting by and through its Attorney General, Peter F. Neronha, files this Complaint against Quidnessett Country Club, Inc. (“Quidnessett Country Club” or “Country Club”), Doe Companies 1 through 30, inclusive, and Doe Contractors 1 through 30, inclusive, and alleges as follows.

INTRODUCTION

1. Quidnessett Country Club constructed an approximately 600-foot-long riprap made of rock dumps and fill material along and in the tidal waters of Narragansett Bay in intentional violation of and/or in reckless disregard of Rhode Island governing law and without any approval from the Rhode Island government. In doing so, the Country Club also wrongfully cleared and/or destroyed native vegetation along the shore of Narragansett Bay in violation of Rhode Island law.

2. The Country Club’s illegal riprap has been occupying Rhode Island’s public waters for more than three years.

3. The State need not tolerate the Country Club’s cavalier approach to non-compliance with governing Rhode Island law. Plaintiff seeks, *inter alia*, the removal of the illegal riprap, the restoration of the shoreline as it was, along with appropriate judicial relief to make Rhode Island whole, to punish the Country Club for its willful and/or reckless conduct, and to deter the Country Club from repeating its wrongful conduct in the future.

PARTIES

A. Plaintiff

4. The State, acting by and through Attorney General Peter F. Neronha, brings this action as an exercise of its authority to protect public trust resources and its police power, which includes, but is not limited to, its powers to prevent pollution and trespass with respect to the State’s property and waters and to prevent and abate hazards to public health, safety, welfare, and the environment.

5. According to the Environmental Rights Act, R.I. Gen. Laws § 10-20-1 *et seq.*, the State, by and through the Attorney General’s environmental advocate, shall “take all possible action, including . . . formal legal action, to secure and [e]nsure compliance with the provisions of this chapter and any promulgated environmental quality standards.” *See id.* § 10-20-3(d)(5).

6. The Attorney General shall also “[m]aintain . . . civil actions authorized by this chapter,” which includes the ability to seek equitable relief to protect Rhode Island’s “water, land, or other natural resources located within the state from pollution, impairment, or destruction, considering the health, safety, and welfare of the public, and the availability of feasible, prudent, and economically viable alternatives.” *See id.* §§ 10-20-3(d)(1), 10-20-6.

7. The State also brings this action in its *parens patriae* capacity for the benefit of the people of Rhode Island.

B. Defendants

8. Defendant Quidnessett Country Club is a Rhode Island corporation.

9. Quidnessett Country Club's principal office and/or principal place of business is 35 Sockanosset Cross Road, Cranston, RI 02920.

10. Quidnessett Country Club owns and operates the real property located at 950 North Quidnessett Road, North Kingstown, RI, Plat 167, Lot 2 ("Property").

11. The Property is a 71-acre parcel located on Narragansett Bay on the East Greenwich and North Kingstown border.

12. The Property includes a 6,500-yard, 18-hole par-72 golf course.

13. The golf course's 14th hole is located along Narragansett Bay. The 14th hole is a 526-yard par 5 with a golf cart pathway located between Narragansett Bay and the green on the 14th hole. A copy of two photographs of the 14th hole from the Country Club's website is attached to the Complaint as Exhibit A. The photographs are believed to have been taken prior to the Country Club's construction of the illegal riprap.

14. The State is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as Doe Companies 1 through 30, inclusive. Therefore, the State is suing said Defendants by such fictitious names pursuant to R.I. Gen. Laws § 9-5-20.

15. Upon information and belief, Doe Companies 1 through 30, inclusive, are individuals or entities that do business as "The Jan Companies," and either individually or collectively are involved in the ownership or operation of Quidnessett Country Club, the Property (including the Property's golf course), or both.

16. Upon information and belief, and as demonstrated by the Country Club's own website, "Quidnessett Country Club is the flagship property of the diverse Jan Companies."¹ A printed version of the webpage is attached to the Complaint as Exhibit B.

17. The website of The Jan Companies, in which the printed version of the webpage is also attached to the Complaint as Exhibit B, states that "The Jan Companies also owns and operates premier country clubs," with one of the listed country clubs being the Quidnessett Country Club.²

18. The State is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise of Defendants sued herein as Doe Contractors 1 through 30, inclusive. Therefore, the State is suing said Defendants by such fictitious names pursuant to R.I. Gen. Laws § 9-5-20.

19. Upon information and belief, Doe Contractors 1 through 30, inclusive, are individuals or entities that were hired or otherwise contracted by Defendant Quidnessett Country Club to plan, survey, design, construct, build, maintain, repair, or otherwise engage in activities related to the illegal riprap along the Country Club's northeastern shoreline and the clearing of vegetation along the Property's shoreline.

20. Upon information and belief, each of the fictitiously named Defendants is responsible in some manner for the acts and occurrences alleged in this Complaint; the State's injuries were caused by such Defendants; and relief against such Defendants is appropriate.

21. When the true identities and capacities of these Defendants have been determined, the State will, with leave of the Court if necessary, amend this Complaint to insert such identities and capacities.

¹ <https://quidnessett.com/> (last visited Apr. 27, 2026).

² See The Jan Companies, *Our Brands* (last visited Apr. 27, 2026), <https://jancompanies.com/our-brands/>.

JURISDICTION AND VENUE

22. This Court has jurisdiction over this case pursuant to, *inter alia*, R.I. Gen. Laws §§ 8-2-13, 8-2-14, and 10-20-6.

23. The Environmental Rights Act allows the Court to “grant declaratory relief, temporary and permanent equitable relief, or . . . impose such conditions upon a party as are necessary or appropriate to protect the [environment].” R.I. Gen. Laws § 10-20-6.

24. Accordingly, and based on the facts alleged in this Complaint, this Court has jurisdiction to grant equitable relief and injunctive relief on the claims presented.

25. Venue in this Court is proper pursuant to R.I. Gen. Laws §§ 9-4-3 and 9-4-4 because Defendant Quiddnessett Country Club’s principal office and/or principal place of business is in Cranston, Rhode Island, which is located in Providence County.

RELEVANT STATE LAWS AND REGULATIONS

26. In addition to the allegations made in the foregoing paragraphs, Plaintiff alleges the following to provide the relevant legal background.

A. Rhode Island’s Constitutional Right and Duty to Its Public Waters and Shoreline

27. The people of Rhode Island have a constitutional right to enjoy the public waters and shores. In fact, Rhode Island is one of the few states in this country to codify its environmental rights in the state’s constitution. Article I, Section 17 of the Rhode Island Constitution states, in part:

The people shall continue to enjoy and freely exercise all the rights of fishery, and the privileges of the shore, . . . including but not limited to fishing from the shore, the gathering of seaweed, leaving the shore to swim in the sea and passage along the shore; and they shall be secure in their rights to the use and enjoyment of the natural resources of the state with due regard for the preservation of their values[.]

28. The State has a constitutional duty to conserve and protect its environment—including the State’s public waters and the natural resources therein—for the Rhode Island public:

[I]t shall be the duty of the general assembly to provide for the conservation of the air, land, water, plant, animal, mineral and other natural resources of the state, and to adopt all means necessary and proper by law to protect the natural environment of the people of the state by providing adequate resource planning for the control and regulation of the use of the natural resources of the state and for the preservation, regeneration and restoration of the natural environment of the state.

R.I. Const. art. I, § 17.

B. Management and Stewardship of Rhode Island’s Coastal Resources

29. The Rhode Island General Assembly has also acknowledged the constitutional values provided in Article I, Section 17 of the Rhode Island Constitution, including the recognition that the submerged lands of the State are held in public trust.

30. The State is responsible for protecting such public interest in these lands, and the State “maintains title in fee to all soil within its boundaries that lies below the high water mark, and it holds that land in trust for the use of the public.” *See* R.I. Gen. Laws § 46-23-1(a)(1), (f)(1).

31. The General Assembly further recognized and declared:

that it shall be the policy of this state to preserve, protect, develop, and, where possible, restore the coastal resources of the state for this and succeeding generations through comprehensive and coordinated long range planning and management designed to produce the maximum benefit for society from these coastal resources; and that preservation and restoration of ecological systems shall be the primary guiding principle upon which environmental alteration of coastal resources will be measured, judged, and regulated.

Id. § 46-23-1(a)(2).

32. The General Assembly designated the Coastal Resources Management Council (“CRMC”) to implement its policy of protecting Rhode Island’s coastal resources and shorelines. *See, e.g., id.* §§ 46-23-1(c) to (f), 46-23-6.

33. As such, and to fulfill its responsibilities as discussed *supra* Paragraph 32 of the Complaint, CRMC has promulgated the Rhode Island Coastal Resources Management Program. *See, e.g., id.* § 46-23-6(2); 650 R.I.C.R. 20-00-1.1 *et seq.*

34. Sections 1.1 to 1.8 of the Coastal Resources Management Program, 650 R.I.C.R. 20-00-1.1 to 1.8, are commonly referred to as the “Red Book.” They consist of “policies and regulations necessary to manage the coastal resources of the state.” *See id.* 20-00-1.1.1(A).

35. In general, CRMC’s jurisdiction covers the area extending from Rhode Island’s territorial sea limit (i.e., three miles offshore) to 200 feet inland from any coastal feature. *See, e.g.*, R.I. Gen. Laws §§ 46-23-6(2)(ii)(A), (iii), 42-1-1(c).

36. Relatedly, activities that occur in such area’s tidal waters, the submerged lands underneath, and the area in between are subject to CRMC’s jurisdiction and approval.

37. Areas that fall under CRMC’s jurisdiction include coastal and shoreline features such as bluffs. *See, e.g.*, 650 R.I.C.R. 20-00-1.1.2(A)(27) (“Coastal headlands, bluffs, and cliffs’ means elevated land forms on headlands directly abutting coastal waters, a beach, coastal wetland, and rocky shore.”).

38. The Property includes bluffs and other coastal and shoreline features falling under CRMC’s jurisdiction.

39. CRMC’s Red Book has categorized Rhode Island’s tidal waters into six different water types. For purposes of this Complaint, “Type 1” waters are “Conservation Areas,” and “Type 2” waters are for “Low Intensity Use.” *Id.* 20-00-1.2.1(B), (C).

40. Activities and uses that occur in each water type have different conditions for CRMC’s approval—conditions for Type 1 waters being the most stringent. But regardless of the water type, CRMC must still approve activities and uses before they may lawfully be undertaken. *Id.* 20-00-1.1.3(A)(1), -1.1.4(A)(1).

41. Quidnessett Country Club’s Property falls under the regulations governing Type 1 waters under CRMC’s jurisdiction. *Id.* 20-00-1.6(I) (“North Kingstown (north) Water Type

Classification”). A copy of the CRMC Water Type Classification for North Kingstown is attached to the Complaint as Exhibit C).

42. At the time the riprap was constructed, and continuing to the date of the Complaint, the Country Club’s Property has remained subject to all Red Book regulations governing Type 1 waters.

43. “Type 1 waters abut shorelines in a natural undisturbed condition, where alterations . . . are considered by the Council as unsuitable.” *Id.* 20-00-1.2.1(A).

44. While regulations governing Type 2 waters and abutting properties are less stringent than those governing Type 1 waters, restrictions still exist. *See id.* 20-00-1.2.1(C)(2)(d).

C. The Environmental Rights Act

45. In passing the Environmental Rights Act, the Rhode Island General Assembly has found and declared that “each person is entitled by right to the protection, preservation, and enhancement of air, water, land, and other natural resources located within the state and that each person has the responsibility to contribute to the protection, preservation, and enhancement thereof.” R.I. Gen. Laws § 10-20-1.

46. Further, “it is in the public interest to provide an adequate civil remedy to protect air, water, land and other natural resources located within the state from pollution, impairment, or destruction.” *Id.*

47. The Environmental Rights Act defines “pollution, impairment, or destruction” to include “any conduct which materially adversely affects or is likely to materially adversely affect the environment.” *Id.* § 10-20-2(6).

48. As also discussed *supra* Paragraphs 5 and 6, the Attorney General has the authority and duty to ensure compliance with the Environmental Rights Act and “any promulgated environmental quality standards.” *Id.* § 10-20-3(d)(5).

49. Under the Environmental Rights Act: “‘Environmental quality standard’ shall mean any statute, ordinance, limitation, regulation, rule, order, license, stipulation, agreement, or permit of the state or any instrumentality, agency, or political subdivision thereof.” *Id.* § 10-20-2(2).

50. Therefore, the CRMC statutes and regulations, including the Red Book, are “environmental quality standards” enforceable under the Environmental Rights Act.

FACTUAL BACKGROUND

51. In addition to the allegations made in the foregoing paragraphs, Plaintiff alleges the following.

A. Narragansett Bay and Rhode Island’s Shoreline

52. Narragansett Bay is a bay and estuary on the north side of Rhode Island Sound. It covers 147 square miles, 120.5 square miles of which is in Rhode Island.³ The bay forms New England’s largest estuary.⁴

53. Narragansett Bay contains over 700 billion gallons of water.⁵

54. Narragansett Bay and the rivers that flow into it provide spawning ground, nursery, and habitat for more than 60 species of fish and shellfish, more than 200 bird species, and many marine mammals.⁶

³ See R.I. Dep’t of Env’t Mgmt., *Narragansett Bay Water Quality* 2 (1998); Providence Journal-Bulletin, *1998 Journal-Bulletin Rhode Island Almanac* 36 (112th ed. 1998).

⁴ Aimee A. Keller, Grace Klein-MacPhee & Jeanne St. Ogre Burns, *Abundance and Distribution of Ichthyoplankton in Narragansett Bay, Rhode Island, 1989–1990*, 22 *Estuaries* 149, 149 (1999).

⁵ R.I. Dep’t of Env’t Mgmt., *Introduction to Narragansett Bay* (last visited May 8, 2026), <https://dem.ri.gov/environmental-protection-bureau/water-resources/waters-wetlands/bay-and-coastal-waters/introduction>.

⁶ Rebecca Venezia, *Assessing Distribution and Density Changes of the Ecosystem Engineers, Rockweed and Kelp, in Narragansett Bay, RI*, at 6 (2025) (Ph.D. dissertation, University of Rhode Island).

55. The bay also provides extensive fishery, recreational, and tourism opportunities for Rhode Island. Over ten million tourists visit Narragansett Bay each year, and the bay’s annual contribution to Rhode Island’s economy totals billions of dollars.⁷

56. In 2002, the Rhode Island General Assembly passed House Resolution 8218 affirming Narragansett Bay’s importance to Rhode Island. The General Assembly recognized Narragansett Bay as “the undisputed jewel of Rhode Island, a pulsating lifeline that provides boaters and beachgoers with a salt-sprayed playground, plays host to myriad ecosystems of marine life and provides fishermen with a bounty of fish, clams and lobster.” H.R. Res. 8218, 2002 Gen. Assemb., Jan. Sess. (R.I. 2002).

57. Simply put: “Our fair state would not be known as the Ocean State were it not for the Bay[.]” *Id.*; *cf.* R.I. Gen. Laws § 46-25-2(2) (“Narragansett Bay may be the greatest natural resource of the state of Rhode Island[.]”).

58. Narragansett Bay is at risk, especially due to rising sea levels and coastal erosion caused by climate change and related storms.

59. Given the importance of Narragansett Bay in Rhode Island and beyond, careful management and conservation policies—and compliance with those measures—is essential to protect the bay, wildlife, adjacent and surrounding properties, and the environment.

B. Quidnessett Country Club

60. Quidnessett Country Club’s Property abuts the Narragansett Bay.

61. Specifically, the 526-yard, par 5 14th hole of the Property’s golf course along with its golf cart path are located along Narragansett Bay.

⁷ R.I. Dep’t of Env’t Mgmt., *Introduction to Narragansett Bay*, *supra* note 5.

62. As discussed *supra* Paragraphs 41–42 and as reflected in Exhibit C, CRMC’s Red Book classifies the water that runs along the 14th hole of the Property’s golf course as a Type 1 water.

63. As also discussed *supra* Paragraph 37, parts of the Property contain coastal features (such as bluffs) which are subject to the Red Book’s regulations.

64. Just as climate change (and the related sea level rise, storms, and coastal erosions) has affected all tidal waters and their shorelines in Rhode Island, climate change is also affecting the 14th hole of the golf course, the shoreline, and the surrounding waters.

65. Quidnessett Country Club had applied to CRMC for shoreline protection measures in the past.

66. In 2006, the Country Club applied to construct a nonstructural shoreline protection on its Property.

67. A “nonstructural shoreline protection” is defined as “practices that use only native or sustainable vegetation and biodegradable materials, except for any anchoring or connective components, the purpose or effect of which is to reduce the erosion of coastal features.” 650 R.I.C.R. 20-00-1.1.2(A)(97).

68. CRMC approved Quidnessett Country Club’s 2006 application to construct its nonstructural shoreline protection (marked by CRMC as File Number 2006-05-067).

69. In 2012, Quidnessett Country Club applied to construct and maintain “a steel sheetpile (canti-levered) retaining wall, twenty-five feet (25’) landward of the (Type 1) coastal feature, approximately 350 linear feet, total length” (“2012 Application”), which was marked by CRMC as File Number 2012-05-071. *See* CRMC, Meeting Minutes (Dec. 11, 2012).⁸

⁸ Available at https://www.crmc.ri.gov/meetings/2012_1211semi2.html.

70. Installment of a sheetpile retaining wall as proposed by the 2012 Application is considered a “structural shoreline protection” under CRMC’s regulatory framework, as opposed to a nonstructural shoreline protection. *See* 650 R.I.C.R. 20-00-1.1.2(A)(155).

71. Quidnessett Country Club’s proposed project would have required a 25-foot setback variance because the operative regulations at the time (“Section 140(c)”) required a 50-foot setback. *See* CRMC, Meeting Minutes (Dec. 11, 2012); *cf.* 650 R.I.C.R. 20-00-1.1.9(C) (“At a minimum however, setbacks shall extend either fifty (50) feet from the inland boundary of the coastal feature or twenty-five (25) feet inland of the edge of a Coastal Buffer Zone, whichever is further landward.”).

72. CRMC staff recommended against the Country Club’s 2012 Application. The staff concluded that variance was not warranted.

73. CRMC’s staff biologist recommended against the 2012 Application (and the variance requested therein) for a variety of reasons stated in his Inter-Office Memorandum dated September 2012. A copy of the CRMC File Summary, including the Inter-Office Memorandum, is attached to the Complaint as Exhibit D. These reasons included the following:

- a. “The wall may . . . accelerate erosion once any portion of it becomes exposed to wave energy.” Ex. D, at p. P4.
- b. “Loss of coastal beach can be expected to impact natural functions and values of beaches including fish and wildlife habitat and associated recreation uses including lateral shoreline access.” *Id.*
- c. “The reflective nature of a vertical wall will also interrupt onshore-offshore beach processes by causing a net offshore movement of sediment. . . . [A]ny

loss of beach due to erosion will adversely affect the ecological value”

Id. at p. P5.

74. CRMC’s staff engineer also concurred with the assessment made by CRMC’s staff biologist and recommended against the 2012 Application. *Id.* at p. P8.

75. The 2012 Application was remanded so that the CRMC staff could work with Quidnessett Country Club to develop “a comprehensive solution.” *See* CRMC, Meeting Minutes (Dec. 11, 2012).

76. Ultimately, in 2013 the Quidnessett Country Club agreed to install non-structural shoreline protection consisting of large coir envelopes. CRMC approved those measures in CRMC as File Number 2013-03-133.

77. From the time of the 2013 non-structural shoreline approval through 2022, Quidnessett Country Club did not make any additional applications for shoreline protection measures before the CRMC.

C. The Country Club’s Illegal Riprap Construction

78. Upon information and belief, on or about August 2023, CRMC received a complaint about the construction and/or installation of an unauthorized riprap located along the 14th hole of the golf course at Quidnessett Country Club.

79. The below photograph, labeled as “Figure 1” in the Complaint, was taken by CRMC’s staff and eventually included in CRMC’s Enforcement Report (in page I2), further discussed *infra* Paragraphs 103–07. A copy of excerpts from CRMC’s Enforcement Report are attached to the Complaint as Exhibit E.



Figure 1: Photo of Riprap Taken by CRMC Staff

80. As shown in Figure 1, and as described in various CRMC documents, the riprap is made of rock dumps, such as stone and fill material.

81. The below image, labeled as “Figure 2” in the Complaint, was submitted to CRMC as part of a comment letter objecting to Quidnessett Country Club’s attempt to keep the unlawfully constructed riprap by petitioning the waters abutting the Property to be re-classified as Type 2 waters,⁹ further discussed *infra* Paragraphs 95–98.

⁹ Save the Bay, Comments 11 (June 24, 2024) (citing <https://ridemgis.maps.arcgis.com>), CRMC File Number 2024-04-071, https://savebay.org/wp-content/uploads/STB.CRMC_.2024-04-071.Quidnessett.pdf.



Figure 2: Photo Comparing the Coastal Features Before and After the Riprap

82. Upon information and belief, Quiddnessett Country Club, before the commencement of the 2023 golf season, wrongfully, intentionally, and/or recklessly constructed the riprap without

CRMC's approval and in violation of Rhode Island law, through Doe Contractors 1 through 30, inclusive.

83. Upon information and belief, Quidnessett Country Club, before the commencement of the 2023 golf season, as part of constructing the riprap without CRMC's approval and in violation of Rhode Island law, also wrongfully, intentionally, and/or recklessly placed stone and fill material in tidal waters and upon coastal features without CRMC's approval and in violation of Rhode Island law, through Doe Contractors 1 through 30, inclusive.

84. Upon information and belief, Quidnessett Country Club, before the commencement of the 2023 golf season, in the process of constructing the riprap without CRMC's approval, also wrongfully, intentionally, and/or recklessly cleared and/or destroyed vegetation along the Property's shore without CRMC's approval and in violation of Rhode Island law, through Doe Contractors 1 through 30, inclusive.

85. Upon information and belief, Doe Companies 1 through 30, inclusive, either individually or collectively, owned or operated Quidnessett Country Club, the Property (including the Property's golf course), or both, at or around the time such construction of the riprap and clearing of vegetation occurred without CRMC's approval and in violation of Rhode Island law.

86. Upon information and belief, the Doe Contractors 1 through 30, inclusive, planned, surveyed, designed, constructed, built, maintained, repaired, or otherwise engaged in activities related to the riprap along the Country Club's northeastern shoreline—without CRMC's approval and in violation of Rhode Island law.

87. Upon information and belief, the Doe Contractors 1 through 30, inclusive, wrongfully, intentionally, and/or recklessly deposited stone and fill material in tidal waters and upon coastal features as part of planning, surveying, designing, constructing, building,

maintaining, repairing, or otherwise engaging in activities related to the riprap along the Country Club's northeastern shoreline—without CRMC's approval and in violation of Rhode Island law.

88. Upon information and belief, the Doe Contractors 1 through 30, inclusive, wrongfully, intentionally, and/or recklessly cleared and/or destroyed vegetation along the Property's shore as part of planning, surveying, designing, constructing, building, maintaining, repairing, or otherwise engaging in activities related to the riprap along the Country Club's northeastern shoreline—without CRMC's approval and in violation of Rhode Island law.

D. The Country Club's Failure to Remedy Its Infractions

89. On or about August 18, 2023, CRMC staff inspected the Quidnessett Country Club's Property in response to the complaint received.

90. In the inspection, the CRMC staff discovered that a riprap had been wrongfully constructed along the shore, that vegetation had been destroyed and/or cut along the shore, and that tidal waters had been filled with stone and fill material.

91. On or about August 21, 2023, CRMC issued a Notice of Administrative Fine against Quidnessett Country Club. The Notice stated that Quidnessett Country Club and its agent "have undertaken unauthorized construction of a rip-rap revetment on a coastal feature." Enforcement Report, Ex. E, at p. H2.

92. On or about August 28, 2023, CRMC issued two additional Notices of Administrative Fine against Quidnessett Country Club. *Id.* at pp. H3, H4.

93. All three Notices were assigned a Violation File Number of 23-0185.

94. On or about August 28, 2023, CRMC issued its Cease and Desist Order. The Order restated that Quidnessett Country Club or its agent "have undertaken the unauthorized construction of a rip-rap revetment on a coastal feature, cutting of vegetation on a coastal feature, and filling of

tidal waters” at the Country Club’s Property, “without benefit of a CRMC assent or in violation of a Council order.” *Id.* at p. H1.

95. Between October 2023 and around May 2024, Quidnessett Country Club and CRMC had exchanged correspondences over potential resolutions to the violations arising from the riprap. *See, e.g., id.* at pp. J5, J6.

96. Such correspondences included discussions over Quidnessett Country Club petitioning the waters abutting the Property to be re-classified as Type 2 waters. *See, e.g., id.* at pp. J7, J8.

97. CRMC ultimately denied the petition to re-classify the waters in January 2025.

98. Quidnessett Country Club has since challenged CRMC’s decision in Rhode Island Superior Court. *Quidnessett Country Club, Inc. v. CRMC*, No. PC-2025-4735 (R.I. Super. Ct. filed Sep. 8, 2025).

99. Such correspondences also included discussions over Quidnessett Country Club submitting restoration plans.

100. While the Country Club did submit five restoration plans from July 2024 to May 2025, *see, e.g.,* Enforcement Report, Ex. E, at pp. 1–2, J104, none of them were acceptable to CRMC because each and every one of them failed to comply with the Red Book one way or another. *See, e.g.,* 650 R.I.C.R. 20-00-1.3.1(G)(3)(c), (G)(5)(a) (“The base of the seawall . . . must be located as close as practicable to the shoreline feature it is designed to protect.”).

101. On or about March 19, 2025, CRMC issued its Notice of Enforcement Action against Quidnessett Country Club. *See* Enforcement Report, Ex. E, at pp. J70, J71.

102. On or about May 29, 2025, after concluding that the Country Club’s March 28 and May 16 restoration plans were once more unacceptable, *see id.* at pp. J75 to J78, J83, J84 (fourth

restoration plan and withdrawal); *id.* at pp. 1, J98 to J103 (fifth restoration plan and rejection), CRMC notified Quidnessett Country Club that the enforcement hearing would occur on June 10, 2025.

103. CRMC's staff prepared an Enforcement Report in preparation of the enforcement action. Ex. E.

104. The Enforcement Report acknowledged the five restoration plans submitted by Quidnessett Country Club and CRMC's rejection of those plans.

105. The Enforcement Report also stated that Quidnessett Country Club committed multiple programmatic violations, one of them being failure to seek CRMC's approval on activities under CRMC's jurisdiction in violation of Red Book Sections 1.1.3(A)(1) and 1.1.4(A)(1). *See id.* at pp. 2–3.

106. Furthermore, the Enforcement Report outlined the environmental harms inflicted by the riprap. For example, “the existing coastal beach south to the mouth of Tibbets Creek may become sediment starved,” “the long-term resiliency of the coastal marsh will be reduced, and habitat loss may accelerate.” *See id.* at p. 7.

107. Additionally, the riprap restricts lateral access. *See id.* at pp. 7–8.

108. On or about June 10, 2025, CRMC conducted its enforcement hearing and ordered Quidnessett Country Club to: (1) remove all unauthorized riprap and fill within 60 days; (2) submit a complete, acceptable restoration plan within 30 days; and (3) restore the site in conformance with the approved restoration plan within 90 days. *See CRMC, Meeting Minutes (June 10, 2025)*.¹⁰

109. The Country Club has challenged CRMC's order in Rhode Island Superior Court, alleging that the enforcement hearing should have been assigned to an administrative hearing

¹⁰ Available at https://www.crmc.ri.gov/meetings/2025_0610semi2.html.

officer. *Quidnessett Country Club, Inc. v. CRMC*, No. PC-2025-3672 (R.I. Super. Ct. filed July 9, 2025).

110. Since CRMC's June 10, 2025 order, Quidnessett Country Club submitted its restoration plans twice more.

111. Neither of the two additional restoration plans were acceptable, as reflected in CRMC's Enforcement Report Addendum, further discussed *infra* Paragraph 112 and also attached to the Complaint as Exhibit F.

112. On or about September 16, 2025, CRMC staff prepared an Enforcement Report Addendum. Ex. F. As stated in the Addendum: "To date, a restoration plan acceptable to staff has not been submitted." The staff recommended that CRMC's legal counsel "pursue all appropriate enforcement actions to enforce the Order to Restore." *Id.* at pp. 1, 6.

113. In a subsequent hearing on or about September 23, 2025, CRMC adopted the staff's recommendations. *See* CRMC, Meeting Minutes (Sep. 23, 2025).¹¹

114. The Country Club responded with a third lawsuit in Rhode Island Superior Court. *Quidnessett Country Club, Inc. v. CRMC*, No. PC-2025-5739 (R.I. Super. Ct. filed Oct. 23, 2025).

115. Quidnessett Country Club's illegal rock dump has been wrongfully and unlawfully occupying Rhode Island's waters for 3 plus years.

I. COUNT ONE
STATE ENVIRONMENTAL RIGHTS ACT
Against All Defendants

116. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 115, inclusive, as though fully set forth herein.

¹¹ Available at https://www.crmc.ri.gov/meetings/2025_0923semi2.html.

117. The allegations made in the Complaint include conduct which qualifies as “pollution, impairment, or destruction” of the State’s “water, land, and other natural resources.” *See* R.I. Gen. Laws §§ 10-20-1, -2.

118. The factual allegations in the Complaint include conduct which “materially adversely affects or is likely to materially adversely affect the environment,” *id.* § 10-20-2(6), such as the riprap accelerating coastal erosion and disrupting the site’s natural resources, *see, e.g.*, discussion *supra* ¶¶ 73–74, 106–07.

119. Additionally, Defendants’ conduct violates multiple “environmental quality standards” set by the General Assembly and CRMC. R.I. Gen. Laws § 10-20-2(2).

120. In sum, Defendants, by constructing a riprap that further erodes Rhode Island’s coasts (among other environmental effects), have polluted, impaired, or destroyed the State’s “water, land, and other natural resources.” Separately, Defendants failed to comply with multiple promulgated environmental quality standards. As such, Defendants’ conduct is actionable under the Environmental Rights Act.

121. Under the Environmental Rights Act, “[t]he court may grant declaratory relief, temporary and permanent equitable relief, or may impose such conditions upon a party as are necessary or appropriate to protect” the State’s environment—including the Narragansett Bay. *See id.* § 10-20-6.

122. The relief available under the Act is not exclusive. “The rights and remedies . . . herein shall be in addition to any administrative, regulatory, statutory, or common law rights and remedies now or hereafter available.” *Id.* § 10-20-10.

123. Defendants’ wrongful conduct was willful, reckless, or wicked, as amounted to criminality, which for the good of society and warning to the individual, ought to be punished.

Therefore, the State requests an award of punitive damages in an amount reasonable, appropriate, and sufficient to punish Defendants for the good of society and to deter them from ever committing the same or similar acts.

124. The Attorney General may bring an Environmental Rights Act lawsuit independent of any resolution from pending CRMC proceedings (or the challenges thereof).

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of the State and against Defendants and award (1) compensatory damages, (2) punitive damages, (3) injunctive and equitable relief as set forth in Section IV of the Complaint entitled Preliminary and Permanent Injunctive Relief Requested, (4) costs, including but not limited to reasonable attorney's fees, court costs, and other litigation expenses as allowed under the law, (5) prejudgment interest, and (6) any other and further relief as this Court deems just, proper, appropriate, and equitable.

II. COUNT TWO
IMPAIRMENT OF PUBLIC TRUST NATURAL RESOURCES
Against All Defendants

125. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 124, inclusive, as though fully set forth herein.

126. As explained *supra* Paragraphs 27 and 28 of the Complaint, Rhode Island's Constitution provides broad protection to the State's natural resources and public waters.

127. The allegations in the Complaint include conduct which qualifies as pollution, impairment, or destruction of the natural resources of the State.

128. Additionally, as set forth in the Complaint and further illustrated in Figures 1 and 2, the riprap impedes certain tidal areas. It blocks access to the land below the high water mark and the waters that the riprap displaced.

129. Under the public trust doctrine, the State holds title to all land below the high-water mark in a proprietary capacity for the benefit of the public, such as public rights of fishery, commerce, and navigation in public waters.

130. The public trust doctrine is codified in Article I, Section 17 of the Rhode Island Constitution. *See, e.g.*, R.I. CONST. art. I, § 17 (“The people shall continue to enjoy and freely exercise all the rights of fishery, and the privileges of the shore . . . ; and they shall be secure in their rights to the use and enjoyment of the natural resources of the state . . .”).

131. The area that Defendants’ riprap displaced is a public trust resource that can only be used with the State’s (in this case, CRMC’s) approval.

132. Absent such approval, the riprap disrupts the public’s use and enjoyment of a public trust resource.

133. By engaging in the acts and omissions set forth in the Complaint, Defendants have altered the character and quality of the Narragansett Bay and the natural resources included therein and interfered with the use and enjoyment of Rhode Island’s public trust resources.

134. Defendants’ wrongful conduct was willful, reckless, or wicked, as amounted to criminality, which for the good of society and warning to the individual, ought to be punished. Therefore, the State requests an award of punitive damages in an amount reasonable, appropriate, and sufficient to punish Defendants for the good of society and to deter them from ever committing the same or similar acts.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of the State and against Defendants and award (1) compensatory damages, (2) punitive damages, (3) injunctive and equitable relief as set forth in Section IV of the Complaint entitled Preliminary and Permanent Injunctive Relief Requested, (4) costs, including but not limited to reasonable

attorney's fees, court costs, and other litigation expenses as allowed under the law, (5) prejudgment interest, and (6) any other and further relief as this Court deems just, proper, appropriate, and equitable.

III. COUNT THREE
TRESPASS
Against All Defendants

135. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 134, inclusive, as though fully set forth herein.

136. The State owns the tidal lands. *See, e.g.*, R.I. Gen. Laws § 46-5-1.2(a).

137. The State also owns the tidal waters. *See* R.I. Gen. Laws § 42-1-1.

138. The State also owns its natural resources held in public trust. *See, e.g.*, R.I. Const. art. I, § 17.

139. As provided in the Complaint, Defendants intentionally and wrongfully caused the riprap to enter onto the State's tidal lands, tidal waters, and natural resources by constructing it.

140. Upon information and belief, Defendants also intentionally and wrongfully entered the State's property (e.g., its lands and waters) as part of building the riprap.

141. Rhode Island did not give permission for Defendants, any of them, to enter Rhode Island's property or cause the riprap to enter its property as a result of its construction.

142. Rhode Island has been and continues to be actually injured and continues to suffer damages within the jurisdictional limits of this Court as a result of Defendants and the riprap they wrongfully constructed. As just one example, parts of Rhode Island's tidal lands, tidal waters, and natural resources in the sites affected by the riprap are rendered unusable because the riprap occupies that space. Further, the riprap will accelerate coastal erosion and habitat loss, inflicting injury on even more State property.

143. Defendants' unlawful introduction of the riprap into Narragansett Bay was a substantial factor in causing injuries and harms to Rhode Island's property as alleged in the Complaint.

144. Defendants' riprap remains on the land below the high-water mark owned by the State.

145. Therefore, the riprap also constitutes a continuing trespass.

146. Defendants' wrongful conduct was willful, reckless, or wicked, as amounted to criminality, which for the good of society and warning to the individual, ought to be punished. Therefore, the State requests an award of punitive damages in an amount reasonable, appropriate, and sufficient to punish Defendants for the good of society and to deter them from ever committing the same or similar acts.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of the State and against Defendants and award (1) compensatory damages, (2) punitive damages, (3) injunctive and equitable relief as set forth in Section IV of the Complaint entitled Preliminary and Permanent Injunctive Relief Requested, (4) costs, including but not limited to reasonable attorney's fees, court costs, and other litigation expenses as allowed under the law, (5) prejudgment interest, and (6) any other and further relief as this Court deems just, proper, appropriate, and equitable.

IV. PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF REQUESTED

147. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 146, inclusive, as though fully set forth herein.

148. With respect to the violations of law set forth in Counts I, II, and/or III in the Complaint, the State is entitled to the relief demanded, which includes: (1) the removal of the

riprap Defendants wrongfully constructed and/or installed; and (2) the restoration and stabilization of the site and coastline affected by Defendants' riprap.

149. Other than the relief sought in the Complaint, the State does not have a plain, speedy, or adequate remedy at law, and will suffer irreparable injury unless this Court grants a remedy that includes mandatory injunctive relief.

150. A continuing trespass interfering with an interest in property is a common illustration of an irreparable injury.

151. This Court has jurisdiction, authority, and power to issue preliminary and/or permanent equitable and injunctive relief.

152. Plaintiff is likely to succeed on the merits for the reasons set forth in the Complaint. At a minimum, the factual allegations plainly demonstrate that Quidnessett Country Club acted without CRMC's approval and in violation of Rhode Island law.

153. Plaintiff will suffer irreparable injury in numerous ways absent injunctive relief, including (but not limited to) the following:

a. Defendants' actions threaten the Narragansett Bay. Defendants' actions reduce the resilience of the bay's coastal marsh and may result in the accelerated habitat loss for aquatic plants and animals in the area.

b. Defendants' actions infringe on public access along the shore.

154. The public-interest equities weigh in favor of the injunction. After all, Defendants' conduct continues to damage the environment. Moreover, the injunction is a mere return to the status quo; the preliminary and/or permanent injunctive and equitable relief requested simply returns the tidal waters and other affected coastal features into what it originally was—i.e., the

condition that these areas were in prior to Quiddnessett Country Club's wrongful destruction of the vegetation and installation of the unlawful and unapproved riprap.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of the State and against Defendants preliminarily and/or permanently ordering and/or mandating that Defendants, their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice to: (1) remove the riprap that Defendants wrongfully installed and/or constructed; and (2) restore the site and coastline affected by the riprap back to the condition that these areas were in prior to the Country Club's wrongful destruction of the vegetation and installation of the unlawful and unapproved riprap.

JURY TRIAL DEMANDED

The State hereby demands a jury trial on all causes of action for which a jury is available under the law.

Dated: May 12, 2026

Respectfully submitted,

PETER F. NERONHA
RHODE ISLAND ATTORNEY GENERAL

/s/ Nicholas M. Vaz
Nicholas M. Vaz (#9501)
Chief, Environment and Energy Unit
Environmental Advocate
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
(401) 274-4400 ext. 2297
nvaz@riag.ri.gov

By attorneys:

/s/ Richard L. Gemma
Richard L. Gemma (#3953)
Special Assistant Attorney General
/s/ Michael Collins
Michael Collins (#11176)
Special Assistant Attorney General

150 South Main Street
Providence, RI 02903
(401) 274-4400 ext. 2088, 2819
rgemma@riag.ri.gov
mcollins@riag.ri.gov

Counsel for the State of Rhode Island