

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

_____	)	
CATHERINE RAWSON, as Personal Representative	)	
of the Estate of <i>Alan Greenough</i> ; and,	)	
ANTHONY PERROTTI,	)	C.A. No. 1:21-cv-10147
	)	
<i>Plaintiffs,</i>	)	
	)	
v.	)	
	)	
THE TOWN OF READING;	)	
OFFICER ERIK DRAUSCHKE;	)	
& SERGEANT PATRICK SILVA,	)	
	)	
<i>Defendants.</i>	)	
_____	)	

**COMPLAINT**

**INTRODUCTION**

On February 3, 2018, Reading Police Officer Erik Drauschke opened the door to a Hummer in which Alan Greenough (“*Alan*”) was sitting, and ordered Alan to leave the Hummer. As Alan did so, Officer Drauschke shot him once in the chest and once in the heart, which killed him. Alan was unarmed. Immediately after the shooting, Anthony Perrotti, who is Alan Greenough’s brother, saw Alan kneeling with his arms spread to his side motionless and lifeless. Alan was very close to his family, particularly his brother and mother (Catherine Rawson). They miss him terribly. This shooting never should have happened.

**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343(a) because this action arises under the Fourth and Fourteenth Amendments of the Constitution of the United States. This Court also has supplemental jurisdiction over Plaintiffs’ state law claims, as

provided by 28 U.S.C. § 1367. In addition, this Court may declare the rights of the parties pursuant to 28 U.S.C. § 2201.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because one or more defendants reside therein. In addition, the events giving rise to the causes of action occurred within this judicial district.

3. The Court has personal jurisdiction over the defendants because they reside within the Commonwealth of Massachusetts.

### **PARTIES**

4. **Plaintiff Catherine Rawson** (“*Catherine*”) is the mother of the decedent, Alan Greenough, and the duly appointed Personal Representative of the Estate of Alan Greenough (Middlesex County Probate Court Docket No. MI18P1168EA). Catherine brings this action on behalf of the Estate of Alan Greenough, and is a resident of Wilmington, Massachusetts.

5. **Plaintiff Anthony Perrotti** (“*Anthony*”) is the brother of the decedent, Alan Greenough. Anthony brings this action in his capacity as an individual, and is a resident of Wilmington, Massachusetts.

6. **Defendant Town of Reading** (“*Reading*”) is a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts. This action asserts claims against Reading and its police department, which is a subdivision of Reading.

7. **Defendant Erik Drauschke** (“*Officer Drauschke*”) was at all times relevant to the allegations in this complaint a Police Officer who Reading employed. This action asserts claims pursuant to 42 U.S.C. § 1983 against Officer Drauschke in his individual capacity for actions taken under color of state law, and claims arising under state law and common law.

8. **Defendant Patrick Silva** (“*Sgt. Silva*”) was at all times relevant to the allegations in this complaint a sergeant, and a patrol supervisor or officer in charge who Reading employed. This action asserts claims against Sergeant Silva in his individual capacity for actions taken under color of state law, and claims arising under state law.

## **STATEMENT OF FACTS**

### ***THE APARTMENT***

9. As of February 3, 2018, Alan Greenough (“*Alan*”), who was 43 years old, lived in an apartment (the “*Apartment*”) at 1462 Main Street, Reading, Massachusetts. This address refers to one building that includes a residential section and East Coast Gas and Auto Repair (“*East Coast Gas*”). (See **Exhibit A**)

10. East Coast Gas is a gas station that includes a business office and reception area (See **Exhibit A**, arrow 3) as well as two bays for automobile repairs and two gas pumps. It also has a parking area to the south side of the building (See **Exhibit A**, arrow 4), and a parking area to the north side of the building.

11. The residential section of the building includes two apartments. An exterior door is in the front of the residential portion of the building (See **Exhibit A**, arrow 1) that leads to a hallway in which two interior front doors exist, each of which serves as an entrance to one of the two apartments in the building, one of which was Alan’s Apartment. In addition, a door leads from inside Alan’s Apartment to the business office/reception area; however, this door was never used, always locked, and did not lead to the outside.

12. Alan lived with a roommate (“*the Roommate*”) whom he had known for 30 years; over the years, they had had their quarrels, but they always remained friends. In the summer of 2017, the Roommate moved into the Apartment with Alan, because the Roommate had no place to live.

13. In late fall of 2017, the Roommate allowed the Roommate's girlfriend (the "*Girlfriend*") to move into the Apartment. Alan was often frustrated by the Girlfriend because, for instance, she moved into the Apartment without Alan's consent. In addition, Alan felt that she did not help maintain the Apartment, and she did not respect his space and personal belongings within the Apartment.

***FRIDAY NIGHT ROOMMATE QUARREL***

14. On Friday, February 2, 2018, at approximately 5 pm, a long-time companion of Alan (the "*Companion*"), picked up Alan at his Apartment to go to a wake for a friend. Alan and his Companion (who was a single mother of a young child) had known each other for 25 years. They were not romantically involved.

15. After the wake, at around 7:30 pm, Alan's Companion dropped Alan off at his Apartment, so that his Companion could do some errands and then return to pick up Alan who was planning to spend the night at the Companion's home.

16. When Alan entered his Apartment, he had an argument with his Roommate due to Alan's on-going frustration with his Roommate's Girlfriend. Alan and his Roommate pushed and shoved each other. The Roommate's Girlfriend, who was also in the Apartment, called the police.

17. Alan's Companion then returned to the Apartment, as planned, to pick up Alan, who then left with her for the evening. The Roommate and his Girlfriend remained in the Apartment.

18. Reading Police Officers Zachary Fontes and Matthew Vatcher arrived at the Apartment, and then Officer Drauschke arrived at the Apartment as a back-up officer. Officers Fontes and Vatcher then interviewed the Roommate and his Girlfriend, who stated they did not want to seek any criminal charges against Alan.

19. The officers nevertheless searched for Alan in each room of the Apartment, and asked the Roommate if Alan had any weapons. In response, the Roommate told the police that Alan had no weapons whatsoever. During the police officers' search of the Apartment, Officers Fontes and Vatcher found no weapons, and they did not report finding any weapons in the police report concerning this incident. Officer Drauschke did not report finding any weapons or signs of weapons to Officer Fontes or Officer Vatcher. The police officers instructed the Roommate and his Girlfriend to call the police when Alan returned to the Apartment, and then the police left the Apartment.

***SATURDAY MORNING WALK IN THE PARK***

20. In the early morning hours on Saturday, February 3, 2018, Alan awoke at his Companion's home, and, as he frequently did, cleaned and helped with chores at his Companion's house. Alan and his Companion, with her young child, then went for a drive to Harold Parker National Forest, where they went for a walk. They then had lunch, and at approximately 2:50 pm, Alan's Companion dropped him off at his Apartment.

21. Later that Saturday afternoon, Alan spoke with his Companion by telephone from his Apartment; he explained to his Companion that he was upset with his Roommate's Girlfriend and was going to speak with his Roommate about it. That was the last time Alan's Companion heard Alan's voice.

22. Later that Saturday afternoon, Alan spoke with his mother, Catherine, who invited him to visit her the next day and watch the Super Bowl with him, and then spend the night at her house, which he frequently did. They ended the call with their routine colloquy. Specifically, Alan told his mother that he loved her, and she told him that she loved him. This was the last time Catherine heard her son's voice.

***SATURDAY AFTERNOON INTRUSION***

23. Alan's brother, Anthony, is the manager of East Coast Gas. Anthony introduced Alan to the owner of East Coast Gas, who then allowed Alan to live in the Apartment, and on occasion, to help-out in the station.

24. On Saturday, February 3, 2018, Anthony was standing outside near the gas pumps in front of the garage when Alan's Companion dropped Alan off at his Apartment. Anthony approached his brother, Alan, in front of his Apartment and they entered the Apartment together.

25. When Anthony and Alan arrived in Alan's Apartment, they found Alan's Roommate's Girlfriend in Alan's room going through his belongings. Alan had complained about his Roommate's Girlfriend behaving like this before. This intrusion upset Alan who began quarreling with his Roommate's Girlfriend. The Roommate then entered the room and joined the quarrel.

26. Anthony then asked the Roommate and his Girlfriend to leave the Apartment, which they did. After Anthony again spoke with his brother, Anthony also left the Apartment so he could return to the garage to continue working. Alan was then alone in his Apartment.

27. When Anthony was walking to the garage, he saw the Roommate who was in front of East Coast Gas, and who did not have any visible injuries. The Roommate and his Girlfriend then entered their car. As they drove away, the Girlfriend called the police because she was afraid Alan would damage her personal belongings.

***POLICE ARRIVE***

28. On Saturday, February 3, 2018, at approximately 3:50 pm, Officers Kaylyn Gooley, Michael Lee and Sean Wilson arrived at East Coast Gas in three separate cruisers. Soon thereafter, Officer Zachary Fontes arrived in an additional cruiser. The officers approached the front exterior door to the building (See **Exhibit A**, arrow 1) to knock on the door and find Alan.

29. One of the officers walked around the building to see if there were any other doors or access ways to the interior of the building. The doors and windows that he observed at the rear of the building appeared locked and closed, and the blinds were shut. The officer then returned to the front of the building and approached the other three officers who were still at the exterior front door for the two apartments. (See **Exhibit A**, arrow 1)

30. The officers repeatedly knocked on the *exterior* front door, which led to the two interior front doors to the two apartments in the building (See **Exhibit A**, arrow 1), but Alan did not answer the door. Eventually, a person from the apartment next to Alan's Apartment opened the front exterior door to the residential area of the building for the officers.

31. The officers then repeatedly knocked on the *interior* front door to Alan's apartment, and they yelled the name "Alan" and that "we just want to talk to you." At around the same time, the Roommate and his Girlfriend returned in their car to the front of East Coast Gas as the police had requested them to do, and they remained in their parked car.

32. When Alan did not answer the officers' repeated knocks on the interior front door to his Apartment, the officers approached the Roommate and his Girlfriend who remained in their car. The officers asked the Roommate to help them gain access to the Apartment by providing a key to the front interior door leading into Alan's and the Roommate's Apartment. In response, the Roommate provided the officers with a key to the interior front door of the Apartment; however, it would not open the door. Alan (it appeared) had deadlocked the front door from the inside, such that one could not unlock the door from the outside.

33. The officers also asked the Roommate about other means to access the interior of the Apartment, and, in response, the Roommate told them about windows in the back of the building.

The Roommate also informed the officers of the door that separated Alan's Apartment from the business office/reception area of East Coast Gas. However, this door was never used, always locked, and did not open to the outside.

34. In addition, the officers asked the Roommate whether Alan had any weapons of any type, and in response, the Roommate told them "no". In fact, the Roommate stressed to the officers that Alan had no weapons.

#### ***THE WINDOW TALK***

35. When Alan's brother, Anthony, noticed the arrival of the police, Anthony came to the front of the Apartment, and asked an officer the reason for the officers' presence. In response, the officer said they only wanted to speak with Alan.

36. Anthony then contacted his older brother, Alan, by telephone and asked him to come out of his Apartment and speak with the police officers. Anthony attempted to assure his brother that he would be safe, but Alan refused to leave his Apartment. Several months earlier, Alan had been involved in an incident with another police department, which left Alan fearful of police even though he was never arrested.

37. Eventually, Alan agreed to come to an open window in front of the Apartment and speak to his brother and Officer Wilson. (See **Exhibit A**, arrow 2) When Officer Wilson saw Alan at the window, the officer and Anthony approached Alan and spoke to him from outside Alan's Apartment through an open but screened window. (See **Exhibit A**, arrow 2)

38. According to Officer Wilson, Alan, who was still inside his Apartment, was enraged and under the influence. The officer saw a wooden leg of a chair in Alan's hand while he spoke to the officer and Anthony. According to the officer, he told Alan that he and the other officers were there to place him in custody.



39. The officer then told Anthony “*If we have to go in after him, [Alan] is going to end up with a broken jaw or broken nose.*”

40. Alan refused to leave the Apartment; he closed the window and retreated deeper into his home. Alan barricaded himself in his Apartment.

***THE ‘SHIT SHOW’***

41. On Saturday, February 3, 2018, Lt. McKenna was the Officer in Charge at the Reading Police Station for the 8 am to 4 pm shift. During this shift, he dispatched Officers Michael Lee, Kaylyn Gooley, and Sean Wilson to East Coast Gas.

42. On Saturday, February 3, 2018, Sgt. Silva was a patrol supervisor from 3 pm to 4 pm, and then took over as the Officer in Charge for the 4 pm to midnight shift. At approximately 4:20 pm, Sgt. Silva (who was at the police station) communicated, by radio, with Officer Wilson who was at East Coast Gas. During this conversation, Officer Wilson (who had just spoken with Alan at the window) stated to Sgt. Silva that the situation at East Coast Gas was deteriorating, and turning into a “Horror” or “Shit Show”.

43. Sgt. Silva was familiar with Alan and believed that he had an alcohol and substance abuse problem, and officers who were already at East Coast Gas on February 3, 2018 thought Alan was under the influence of drugs or alcohol.

44. In response to his conversation with Officer Wilson, Sgt. Silva prepared to travel to East Coast Gas and dispatched Officers Zack Fontes, Matt Vatcher, David Savio and Erik Drauschke to East Coast Gas.

***NO PERIMETER***

45. On Saturday, February 3, 2018, shortly after 4 pm., Officer Matt Vatcher arrived at East Coast Gas in a police cruiser. He joined Officers Kaylyn Gooley, Michael Lee and Sean Wilson who had arrived earlier.

46. On February 3, 2018, at approximately 4:20 pm to 4:30 pm, Sgt. Silva, arrived at East Coast Gas in a supervisor's SUV, which was a large, black, unmarked police cruiser. When Sgt. Silva arrived, he immediately noticed that all of the four officers who were already on the scene (Officers Gooley, Lee, Wilson, and Vatcher) were "basically standing" outside in front of the section of the building that contained the two apartments; nobody was at the rear of the building. The four officers had not formed a perimeter around the building.

47. Officers David Savio and Erik Drauschke also arrived in the animal control officer's van, such that there were now seven officers at East Coast Gas.

48. Officer Wilson briefed Sgt. Silva and Officers Savio and Drauschke, regarding what happened before they arrived including that Alan would not leave his Apartment, and that he did speak to him through a window. Officer Wilson also described Alan's demeanor including his opinion that Alan was under the influence.

49. Sgt. Silva was annoyed with his officers and even at that time almost scolded them for not having one of them stationed at the back of the building to ensure Alan did not flee out a window or door at the rear of his Apartment. Sgt. Silva even asked the officers who were present how they knew Alan was still in the Apartment if nobody was out back. Sgt. Silva directed Officer Savio to go to the rear of the building while Sgt. Silva gathered additional information from his other officers, who had not formed a perimeter around East Coast Gas in violation of the policies and procedures of the Reading Police Department.

*ALAN GREENOUGH'S DEPARTURE*

50. Soon thereafter, Anthony (Alan's brother) found that the door between Alan's Apartment and the business office was closed but unlocked; it typically was never used and always locked and did not open up to the outside. A person who opened this door from inside Alan's Apartment may enter the reception and office areas of East Coast Gas. Once in the business reception area, he/she can only exit to the front of East Coast Gas, which is where officers were located.

51. Anthony opened this door and yelled into the Apartment for his brother, Alan, to come out. Anthony did not immediately call the police, because he wanted to give his brother the opportunity to come out and surrender to the police on his own. Anthony was very concerned about Officer Wilson's prior threat to hurt his brother, Alan, if the police had to enter his Apartment (See paragraph 39 above).

52. When Alan did not respond to Anthony's request for him to come out of the Apartment, Anthony entered the Apartment, again calling for his brother to come out. Alan, however, was not present; he appeared to have left the apartment. Anthony then left the Apartment and notified Sgt. Silva that the door leading from the business office to the Apartment was unlocked.

53. At approximately 4:32 pm, Sgt. Silva, and Officers Wilson, Vatcher, Gooley and Drauschke then went through the business office and into Alan's Apartment; they could not locate Alan.

54. As the officers searched for Alan in his Apartment, Sgt. Silva again expressed his concern that no one was checking the back of the building to find Alan. The officers then noted that one of the windows at the back of the Apartment leading to the outside was wide open. (See **Exhibit B**)

55. At about the same time, Officer Savio who was walking around the outside of the building per Sgt. Silva's order (see paragraph 49 above), saw that a screen from a window leading into

Alan's Apartment at the back of the building was popped out of the window, which was left open. Officer Savio radioed the other officers to notify them of the opened window. This window was the opened window that the other officers observed from inside the Apartment. (See **Exhibit B**)

56. Sgt. Silva determined that Alan had left the Apartment through the opened window at the back of this apartment, and again addressed with his officers their failure to form a perimeter. As the officers left the Apartment, Officer Drauschke went to search the lot with cars on the south side of the building (See **Exhibit A**, arrow 4). Sgt. Silva then went in the other direction and stationed himself in the front of East Coast Gas with the other officers, where he considered his tactical options.

### ***THE SHOOTING***

57. As Officer Drauschke left the building, he asked Anthony for a description of Alan. Anthony provided that description to Officer Drauschke, who was armed with a handgun, and equipped with a radio, duty baton, pepper spray, mace and a knife. He was not wearing a body camera.

58. After entering the lot on the south side of East Coast Gas (See **Exhibit A**, arrow 4), Officer Drauschke eventually observed Alan in the front passenger seat of a Hummer in the lot. Alan was leaning over on his left side toward the center console of the Hummer. All the doors in the Hummer, including the front passenger door, were closed. Alan was contained within the Hummer and was not attempting to flee.

59. At **4:33:13 pm**, Officer Drauschke radioed the six other officers who were on the scene that he "got him by one of the vehicles."

60. Officer Drauschke then decided to confront Alan without waiting for back up from the other six nearby officers, or help from a person who was qualified to negotiate with Alan. Officer

Drauschke did not even wait for Anthony to attempt to talk Alan safely out of the car. Officer Drauschke just approached the Hummer, opened the door, and identified Alan from his prior dealings with him, and from the description provided earlier by Anthony.

61. Officer Drauschke then ordered Alan to come out of the Hummer. In compliance with Officer Drauschke's demand, Alan left the Hummer through the front passenger door that Officer Drauschke had opened.

62. Officer Drauschke then fired one shot at Alan that hit him in the chest, and immediately fired a second shot at Alan that again hit him in the chest. One of these two shots entered Alan's heart, which would have stopped him right in his tracks if he were moving forward while standing.

63. At the time of the shooting, the front passenger door of the Hummer was wide open. Both of the bullets lodged into the bottom of the front passenger door, such that the two bullet holes were only 2 to 3 feet off the ground. Alan was 6 feet 2 inches tall.

64. At **4:33:25 pm**, Officer Drauschke radioed the other officers on the scene that shots had been fired. Less than *12 seconds* separated the time when Officer Drauschke radioed other officers on the scene that he saw Alan in the Hummer, and the time when he radioed other officers on the scene that he fired shots.

65. Before the shooting, Alan did not present a threat to Officer Drauschke. Even if Alan had presented a threat, Officer Drauschke could have employed his baton, pepper spray, mace or knife to stop any threat that Officer Drauschke thought Alan presented.

66. Officer Drauschke's use of deadly force was not warranted. He had no justifiable reason to believe his life was in imminent danger, or that he was in imminent danger of serious bodily harm. Officer Drauschke's acts of shooting Alan twice in the chest (one entering his heart) constituted an excessive use of force that violated Alan's constitutional and common law rights.

*ANTHONY PERROTTI'S NIGHTMARE*

67. Before the shooting and after the Officers had left Alan's Apartment, Anthony was close to the gas pumps near the lot that is on the south side of East Coast Gas. (See **Exhibit A**, arrow 4) There was no traffic on Main Street. It was quiet. Anthony did not hear any yelling by his brother or anyone else.

68. This period of silence was shattered when Anthony suddenly heard two gunshots (one immediately after the other) coming from the lot on the south side of East Coast Gas. (See **Exhibit A**, arrow 4) Immediately, Anthony ran in the direction of the shots to determine what happened.

69. When Anthony entered the lot, he saw his older brother, Alan, on his knees, slouched forward, with his hands spread to the side. Anthony stood on the back of a boxcar to secure an unobstructed view of his brother. Alan's arm and shoulder were almost touching the step leading into the front passenger seat of the Hummer. Anthony saw blood on Alan and on the ground next to his lifeless body. Anthony also saw Officer Drauschke who was kneeling behind his brother. Anthony did not see any objects in or near his brother's hands or any object on the ground around his brother. Anthony knew something terrible had happened.

70. After seeing his brother's lifeless body, Anthony ran to the front of the building and yelled, "they shot my brother, they shot my brother" and collapsed onto the ground. None of the police officers assisted Anthony, who was clearly distraught.

71. At some point, one officer approached Anthony and asked, "What, what are you, what are you looking at? You're staring my officer down. You're making him feel threatened?" Anthony responded, "No, I'm just trying to listen. I'm looking over at you guys, trying to listen to what is going on, seeing what's going on with my brother."

72. In response to the shooting and the officer's comments, Anthony initially declined to speak with officers who approached him at East Coast Gas; however, later that evening, he agreed to go to the station to provide a statement pursuant to a request by the Reading Police.

***THE AFTERMATH***

73. After the shooting, Officer Gooley ran past Anthony and towards the Hummer. When she found Officer Drauschke, she helped him handcuff Alan who was fatally wounded and motionless. They and other officers searched for a weapon, but they found no weapon.

74. Medical technicians eventually transported Alan to the Lahey Clinic Emergency Department. When Alan arrived at the Emergency Department, he had two gunshot wounds to the chest and was pulseless. The trauma team attempted to revive Alan, but after finding a "large defect in his heart", the staff pronounced him dead at 5:19 pm.

75. According to Alan's death certificate the immediate cause of death was "Gunshot Wounds of the Chest," and the manner of death was "Homicide." The death certificate is attached hereto as **Exhibit C** and incorporated herein.

76. After the shooting, the hospital staff told Catherine that her son, Alan, had been shot in the heart, and they would not allow her to see Alan. In addition, the staff at the morgue did not allow Anthony to see Alan even when the staff asked Anthony to identify Alan's body; Anthony identified his brother by means of a photograph.

77. No one from the Reading Police Department contacted Catherine or Anthony until four or five days after the date of the shooting.

***NO NEMLEC***

78. The Northeastern Massachusetts Law Enforcement Counsel ("**NEMLEC**") is a consortium of police departments and Sheriff's Departments in Middlesex and Essex Counties. NEMLEC

provides specialized services to police departments in communities within Middlesex County such as Reading, MA. This allows one police department, if it requests aid, to increase its resources temporarily in response to an emergency or large event. NEMLEC's member agencies are committed to sharing assets and ensuring that communities are prepared for unplanned special occurrences. When a police department activates NEMLEC through the above process, NEMLEC will supply the police department with specially trained negotiators and support staff.

79. The Reading Police Department policies provide that when dealing with a person who has barricaded himself in a structure, the officer in command is expected to utilize the barricaded-person negotiators at NEMLEC to "establish and maintain communication with the ... barricaded person and to preserve the safety and obtain the release of the ... barricaded person."

80. On February 3, 2020, when Alan barricaded himself into his Apartment, the Reading Police (including Sgt. Silva) failed to confine Alan in his Apartment by forming a perimeter around the building, and they never activated NEMLEC, all in violation of the policies and procedures of the Reading Police Department and of good and accepted police practices.

#### ***THE LOSS***

81. The horrific loss of Alan has caused his mother (Catherine), his brother (Anthony), and their family to suffer unbearable grief and sorrow. Alan was very close to Catherine, Anthony, and the other members of his family, which includes Anthony's wife Danielle Perrotti, as well as Alan's sister, Carla Finney, and many nieces, nephews, cousins, aunts, and uncles. As a result of this shooting, this family will forever suffer from the loss of Alan.

#### ***FAMILY KEPT IN THE DARK***

82. On March 13, 2018, Catherine, and Anthony, through counsel, filed a detailed public record request for records and materials that the Reading Police possessed concerning how their



son and brother died. In response, citing an on-going investigation into the shooting, the Reading Police initially refused to provide any meaningful information regarding the shooting.

83. During the next thirteen months, after subsequent requests by the family's counsel, the police agreed to provide only certain insurance policies and publicly available departmental policies, but no reports or materials related directly to the details of the fatal shooting. The family could not even learn the name of the officer who shot Alan, or any reasons for the officer's actions.

84. This lack of information concerning the details of Alan's death caused the family much frustration that only added to the unbearable grief and anguish that they suffered, and that they continue to suffer, from the loss of Alan.

#### ***PRESENTMENT***

85. On July 9, 2018, based upon the information available to Catherine and Anthony, they (through counsel) served upon the Town of Reading a valid notice of claims regarding the shooting pursuant to M.G.L. c. 258A, §4.

#### ***THE INQUEST***

86. Finally, on January 14, 2019, the family was notified that the Office of the District Attorney would present the results of their investigation to a District Court Judge as part of an inquest proceeding. *See* M.G.L. c. 38, § 10, and the Standards of Judicial Practice for Inquest Proceedings (Admin. Office of the Dist. Ct., June 1990). The Court's role in an inquest proceeding is investigatory (not accusatory), and the District Attorney is required to be neutral and assist the Court in this role. *See Kennedy v. Justice of Dist. Court of Dukes County*, 356 Mass 367 (1969).

87. On March 25, 2019, the Court commenced the inquest regarding Officer Drauschke's shooting of Alan, and continued it on nine additional days spanning across three months; over 20 witnesses testified. This was the first time the family received meaningful information regarding

the shooting. Only through this inquest did the family learn the identity of the officer who shot Alan. On June 24, 2019, the Court concluded the inquest.

88. On December 16, 2019, the Judge issued her inquest report. In her inquest report, the Judge arrived at the following legal conclusions:

- A. “There is no dispute that Alan Greenough’s death was the result of being shot twice by Officer Erik Drauschke.”
- B. “It is also undisputed that Officer Drauschke intended to shoot Mr. Greenough. Officer Drauschke claims the shooting was justified because he feared for his life. Nonetheless, the Court finds that there is probable cause to believe that Officer Drauschke engaged in conduct that contributed to the death of Alan Greenough, and that such conduct constituted the crime of homicide.”

89. On February 7, 2020, the Judge issued additional findings pursuant to M.G.L. c. 38 §10, which included:

- A. “The Court does not credit Officer Drauschke’s testimony that he was facing a deadly threat and had no choice other than to [shoot] Alan Greenough. If Officer Drauschke believed Mr. Greenough was armed with a pole, he could have waited for back up from officers who were already on scene prior to approaching him.”
- B. “The Court also finds that Officer Drauschke could have used a lower level of force. The evidence indicating he was equipped with a duty baton, pepper spray and mace.”
- C. “The [C]ourt does not find that Officer Drauschke acted with malice, but based on evidence presented took an unnecessary risk. His actions were wanton and reckless and amounted to criminal negligence.”

90. On September 23, 2020, the Grand Jury returned a true bill against Officer Drauschke for manslaughter per M.G.L. c. 265 §13 for his shooting of Alan, and on October 14, 2020, the Commonwealth arraigned Officer Drauschke on this charge. The Court scheduled this criminal matter for a final pretrial conference on November 19, 2021 and a jury trial on December 12, 2021.

***SUBSEQUENT EVENTS***

91. On or about February 13, 2019, the Reading Police Department, with the assistance of NEMLEC, peacefully ended a several hour standoff after a man discharged a firearm and then barricaded himself into a house.

92. On or about October 26, 2020, the Reading Police Department, with the assistance of NEMLEC, peacefully ended a standoff with a man who barricaded himself into a home under construction after officers attempted to arrest him on outstanding warrants and serve him with a court order.

**COUNT I**

**Estate of Alan Greenough v. Officer Erik Drauschke  
42 U.S.C. § 1983 - Fourth Amendment (Excessive Force)**

93. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 92, as though fully set forth herein.

94. Alan Greenough was a citizen of the United States.

95. Officer Drauschke is a person for purposes of 42 U.S.C. § 1983.

96. At all relevant times, Officer Drauschke was acting under the color of state law in his capacity as a Reading Police Officer, and he conducted his acts or omissions within the scope of his official duties or employment.

97. The Fourth Amendment to the United States Constitution guarantees citizens the right to be secure in their persons against unreasonable seizures of the person.

98. An objectively unreasonable use of deadly force by a police officer constitutes a violation of the Fourth Amendment to the United States Constitution.

99. While Alan Greenough was sitting inside of the Hummer with the doors closed, Alan Greenough was unarmed, his movement was constrained, and he was not attempting to exit the

vehicle or flee. In addition, Alan Greenough was neither verbally threatening to Officer Drauschke or to any other person, nor was he posing a threat to the safety of Officer Drauschke or to any other person.

100. When Officer Drauschke observed Alan Greenough in the Hummer, Officer Drauschke notified the other Police Officers, who were just a few seconds away from the vehicle, that he had located Alan Greenough.

101. Officer Drauschke then acted unreasonably by opening the vehicle door and ordering Alan Greenough to exit the vehicle without waiting for other police officers, who were only a few seconds away, to arrive at the vehicle and assist.

102. Officer Drauschke then killed Alan Greenough by shooting him twice, once in the chest, and once in the heart.

103. Officer Drauschke acted unreasonably by creating a situation in which he would then have to confront Alan Greenough in the open without the presence and assistance of other Police Officers who were near, and by failing to use reasonable methods to detain an unarmed and nonthreatening man.

104. Officer Drauschke had no reasonable basis to believe that Alan Greenough was in possession of a firearm or other weapon, or that he posed a threat to Officer Drauschke or to any person. In fact, had he believed that Alan Greenough was armed or posing a threat, Officer Drauschke would not have opened the door without waiting for the other police officers to arrive and assist him with apprehending Alan Greenough.

105. Officer Drauschke was equipped with a duty baton, pepper spray, knife and mace, which provided him with options for gaining compliance with a suspect without resorting to deadly force.

106. At the time of the events set forth herein, Alan Greenough had a clearly established constitutional right under the Fourth Amendment to bodily integrity and to be free from unreasonable and excessive force by law enforcement officers.

107. Officer Drauschke's above actions violated Alan Greenough's constitutional right pursuant to the Fourth Amendment to bodily integrity and to be free from unreasonable and excessive force by law enforcement officers.

108. Officer Drauschke used objectively unreasonable and excessive force in violation of the Fourth Amendment when he shot to death Alan Greenough, who was unarmed and not posing a threat to the safety of Officer Drauschke or to any other person.

109. As a direct and proximate result of Officer Drauschke's infringement of Alan Greenough's rights as guaranteed by the Fourth Amendment to the Constitution of the United States, Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

## **COUNT II**

### **Estate of Alan Greenough v. Officer Erik Drauschke Massachusetts Declaration of Rights – Article 14**

110. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 109, as though fully set forth herein.

111. Article 14 of the Massachusetts Declaration of Rights guarantees citizens the right to be secure from all unreasonable seizures of their persons.

112. An objectively unreasonable use of deadly force by a police officer constitutes a violation of Article 14 of the Massachusetts Declaration of Rights.

113. While Alan Greenough was sitting inside of the Hummer with the doors closed, Alan Greenough was unarmed, his movement was constrained, and he was not attempting to exit the

vehicle, or flee. In addition, Alan Greenough was neither verbally threatening to Officer Drauschke or to any other person, nor was he posing a threat to the safety of Officer Drauschke or to any other person.

114. When Officer Drauschke observed Alan Greenough in the Hummer with the closed doors, Officer Drauschke notified the other police officers, who were just a few seconds away from the Hummer, that he had located Alan Greenough.

115. Officer Drauschke acted unreasonably by opening the vehicle door and ordering Alan Greenough to exit the vehicle without waiting for other Police Officers, who were only a few seconds away, to arrive at the vehicle and assist.

116. Officer Drauschke acted unreasonably by creating a situation in which he would then have to confront Alan Greenough in the open without the presence and assistance of other Police Officers and by failing to use reasonable methods to detain an unarmed and nonthreatening man.

117. Officer Drauschke had no reasonable basis to believe that Alan Greenough was in possession of a firearm or other weapon, or that Alan Greenough posed a threat to Officer Drauschke or to any person.

118. Officer Drauschke was equipped with a duty baton, pepper spray, knife and mace, which provided him with options for gaining compliance with a suspect without resorting to deadly force.

119. Officer Drauschke used objectively unreasonable and excessive force in violation of Article 14 of the Massachusetts Declaration of Rights when he employed deadly force and shot to death Alan Greenough, who was unarmed and was not posing a threat to the safety of Officer Drauschke or any other person.

120. At the time of the events set forth herein, Alan Greenough had a clearly established constitutional right under Article 14 of the Massachusetts Declaration of Rights to bodily integrity and to be free from unreasonable and excessive force by law enforcement officers.

121. As a direct and proximate result of Officer Drauschke's infringement of Alan Greenough's rights as guaranteed by Article 14 of the Massachusetts Declaration of Rights, Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

### **COUNT III**

#### **Estate of Alan Greenough v. Officer Erik Drauschke Wrongful Death - M.G.L. c. 229, § 2 (Willful, Wanton, Reckless Acts)**

122. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 121, as though fully set forth herein.

123. While Alan Greenough was sitting inside of the Hummer with the closed doors, Alan Greenough was unarmed, his movement was constrained, and he was not attempting to exit the vehicle or flee. In addition, Alan Greenough was neither verbally threatening to Officer Drauschke or to any other person, nor was he posing a threat to the safety of Officer Drauschke or to any other person.

124. When Officer Drauschke observed Alan Greenough in the Hummer with the doors closed, Officer Drauschke was equipped with a duty baton, pepper spray, a knife and mace, which provided him with options for gaining compliance with a suspect without resorting to deadly force. At that time, Officer Drauschke notified the other police officers, who were just a few seconds away from the vehicle that Alan Greenough was sitting in the Red Hummer.

125. Officer Drauschke then engaged in willful, wanton, reckless acts, all in violation of M.G.L. c. 229, § 2, which included but were not limited to the following:

- (1) Officer Drauschke opened the vehicle door and ordered Alan to exit the vehicle without waiting for other police officers, who were only a few seconds away, to arrive at the vehicle and assist.
- (2) Officer Drauschke created a situation in which he would then have to confront Alan Greenough in the open without the presence and assistance of other Police Officers.
- (3) Officer Drauschke failed to use available reasonable methods to detain an unarmed and nonthreatening man who was not posing a threat to Officer Drauschke or any other person.
- (4) Officer Drauschke used objectively unreasonable and excessive force by intentionally shooting to death Alan Greenough in the absence of any reasonable basis to believe that Alan Greenough was in possession of a firearm or other weapon or posing a threat to Officer Drauschke or to any person.

126. As a direct and proximate result of Officer Drauschke's *willful, wanton, reckless act* in violation of M.G.L. c. 229, § 2 Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

#### **COUNT IV**

##### **Estate of Alan Greenough v. Officer Erik Drauschke Common Law Assault and Battery**

127. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 126, as though fully set forth herein.

128. While Alan Greenough was sitting inside of the Hummer with the closed doors, Alan Greenough was unarmed, his movement was constrained, and he was not attempting to exit the vehicle or flee. In addition, Alan Greenough was neither verbally threatening to Officer Drauschke or to any other person, nor was he posing a threat to the safety of Officer Drauschke or to any other person.

129. When Officer Drauschke observed Alan Greenough in the Hummer with the closed doors, Officer Drauschke was equipped with a duty baton, pepper spray, a knife and mace, which provided him with options for gaining compliance with a suspect without resorting to deadly force.



At that time, Officer Drauschke notified the other Police Officers, who were just a few seconds away from the vehicle that Alan Greenough was sitting in the Red Hummer.

130. Officer Drauschke then opened the front passenger door of the Hummer, and when Alan Greenough was leaving the Hummer, Officer Drauschke committed assault and battery on Alan Greenough by intentionally shooting and killing Alan Greenough. Officer Drauschke's actions were unjustified because Alan Greenough was unarmed and not posing a threat to the safety of Officer Drauschke or to any other person.

131. Officer Drauschke's assault and battery on Alan Greenough survives Alan Greenough's death in accordance with M.G.L. c. 228, §1.

132. As a direct and proximate result of Officer Drauschke's assault and battery on Alan Greenough, Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

### **COUNT V**

#### **Estate of Alan Greenough v. Town of Reading M.G.L. c. 258 §1&2 (Municipal Tort Liability for Wrongful Death; Negligence)**

133. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 132, as though fully set forth herein.

134. The Town of Reading is a "*Public Employer*" as defined by M.G.L. c. 258, § 1.

135. Pursuant to M.G.L. c. 258, § 2 and M.G.L. c. 229, § 2, the Town of Reading as a Public Employer is liable for personal injury or death caused by the *negligent or wrongful act or omission* of any Public Employee while acting within the scope of the Public Employee's office or employment.

136. At all times relevant to this Complaint, Officer Drauschke, the other the police officers who responded to East Coast Gas on February 3, 2018, and their supervisors, were "*Public*

*Employees*” as defined by M.G.L. c. 258, § 1, who were acting within the scope of their employment.

137. At all times relevant to this Complaint, Officer Drauschke, the other police officers who responded to East Coast Gas on February 3, 2018, and their supervisors owed Alan Greenough a duty to use reasonable care, to ensure his safety, and not to use excessive force in the arrest or detention of Alan Greenough, an unarmed and nonthreatening man.

138. On February 3, 2018, *Officer Drauschke* breached his duty owed to Alan Greenough to use reasonable care by engaging in negligent or wrongful acts or omissions, including the following:

- (1) Officer Drauschke opened the vehicle door and ordered Alan to exit the vehicle without waiting for other Police Officers, who were only a few seconds away, to arrive at the vehicle.
- (2) Officer Drauschke created a situation in which he would then have to confront Alan Greenough in the open without the presence and assistance of other Police Officers.
- (3) Officer Drauschke failed to use available reasonable methods to detain an unarmed and nonthreatening man who was not posing a threat to Officer Drauschke or any other person.
- (4) Officer Drauschke used objectively unreasonable and excessive force by shooting to death Alan Greenough in the absence of any reasonable basis to believe that Alan Greenough was in possession of a firearm or other weapon or posing a threat to Officer Drauschke or to any person.

139. On February 3, 2018, *Officers Kaylyn Gooley, Michael Lee, Sean Wilson, Matt Vatcher and Zachary Fontes* breached their duty owed to Alan Greenough to use reasonable care by engaging in negligent or wrongful acts or omissions. For instance, they failed to apprehend Alan Greenough in a safe and reasonable manner. When they knew or should have known Alan Greenough barricaded himself in his Apartment, they failed to form a perimeter around the building and to notify and engage NEMLEC to help them apprehend Alan Greenough without

causing him any harm pursuant to standard and acceptable police practice and the policies and procedures of the Reading Police Department.

140. On February 3, 2018, *Sgt. Silva* breached his duty owed to Alan Greenough to use reasonable care by engaging in negligent or wrongful acts or omissions. For instance, he failed to supervise adequately the police officers at the site, to ensure that they employed readily available effective means to form a perimeter and maintain Alan Greenough safely in the building, and to ensure the presence of specialized assistance to resolve the situation without the use of force or in a safe manner.

141. Before February 3, 2018, *supervisors at the Reading Police Department* breached their duty owed to Alan Greenough to use reasonable care by failing to direct, instruct, and train adequately Sgt. Silva, and Officers Kaylyn Gooley, Michael Lee, Sean Wilson, Matt Vatcher and Zachary Fontes. For instance, they failed to train these officers regarding the policies and procedures of the Reading Police Department and standard police practices involving the safe and peaceful apprehension of barricaded persons and those who they believe are under the influence or have substance abuse issues. They also failed to properly instruct and train these officers and Officer Drauschke to resolve potentially dangerous situations, and Officer Drauschke to use only that amount of force that is reasonable and necessary to accomplish his lawful objectives, and to refrain from the use of excessive force.

142. Reading Police Supervisors also breached the duty of care that they owed to Alan Greenough by failing to ensure that proper policies governing the use of force in resolving potentially dangerous situations applied to the conduct of Reading police, including policies concerning situations in which an individual barricades himself in a building, or a person is contained within a car. The Reading Police also breached said duty by failing to ensure that proper

policies governing the use of force in resolving potentially dangerous situations applied to the conduct of Reading police regarding situations in which the police are apprehending a person who has a known substance abuse problem.

143. As a direct and proximate result of the above breaches of the duty of care owed to Alan Greenough by the aforementioned Reading police officers and supervisors, Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

### **COUNT VI**

#### **Estate of Alan Greenough v. Sgt. Patrick Silva 42 U.S.C. § 1983 - Fourteenth Amendment (Supervisory Liability)**

144. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 143, as though fully set forth herein.

145. Alan Greenough was a citizen of the United States.

146. Sgt. Silva is a person for purposes of 42 U.S.C. § 1983.

147. At all relevant times, Sgt. Silva was acting under the color of state law in his capacity as a Reading Police Officer, and he conducted his acts or omissions within the scope of his official duties or employment.

148. On February 3, 2018, Sgt. Silva was a Sergeant for the Reading Police. As such, he served this day as the Patrol Supervisor from 3:00 p.m. to 4:00 p.m. and the Officer in Charge (“OIC”) of the 4:00 p.m. to 12:00 p.m. shift.

149. As the Patrol Supervisor and the OIC, Sgt. Silva was responsible for ensuring that Reading Police Officers complied with Reading Police Department policies and procedures, including the Reading Police Department Special Operations policy.

150. The Special Operations policy provides in pertinent part that “the primary mission of the department in special operation situations is *the protection of life*. Tactical decisions that are made

in these instances shall be guided by the premise that preservation of life extends to all persons, including suspects, perpetrators, hostages and uninvolved bystanders.” (emphasis added)

151. The intent and purpose of the Special Operations policy was to protect persons, like Alan Greenough, as well as the police officers.

152. The Special Operations policy contains general procedures and specific procedures for “Barricaded-Person Situations.”

153. According to the Special Operations Policy, the “[f]irst units to arrive at the scene of a special operation situation shall ... [i]mmediately notify the dispatcher that a special operation situation exists ...”

154. Based upon information and belief,<sup>1</sup> on February 3, 2018, when officers initially arrived at East Coast Gas, they notified their supervisors, including Sgt. Silva, who were at the police station, that Alan Greenough had barricaded himself in his Apartment, such that a special operations situation existed at East Coast Gas. This information was in sufficient detail to enable the supervisors to identify the immediate needs to contain Alan Greenough in his Apartment by forming a perimeter around the building, and to contact NEMLEC.

155. In contravention of the Special Operations policy and good and acceptable police practices, Sgt. Silva failed to order and ensure that the police officers immediately contained Alan Greenough by forming a perimeter around the building. Consequently, he failed to ensure that

---

<sup>1</sup> This allegation is based upon information and belief, because only the Reading Police have the tapes of the conversations between the police who first arrived on February 3, 2018 at East Coast Gas and their supervisors who were at the police station. On March 9, 2018, and again on November 9, 2020, counsel for the Plaintiffs served upon the Reading Police pursuant to M.G.L. c. 66 §10 public record requests. In both instances, the Reading Police, citing the ongoing criminal investigation with respect to Officer Drauschke, did not produce turret tapes and other materials. These materials would likely provide the details of the discussions between the first officers who arrived at East Coast Gas on February 3, 2018 and their supervisors (including Sgt. Silva) at the station.

Alan Greenough would remain safely within the building until the police could coax him into surrendering without the use of force, or otherwise safely place him into custody.

156. In contravention of the Special Operations policy and good and acceptable police practices, Sgt. Silva failed to order and ensure that NEMLEC was contacted to provide a trained negotiator and other guidance with respect to the safe apprehension of Alan Greenough.

157. Sgt. Silva acted with deliberate indifference to the safety of Alan Greenough in contravention of the Fourteenth Amendment to the United States Constitution by engaging in the above conduct, which includes failing to supervise adequately the police officers at the site. It also includes failing: to ensure that the police employed readily available effective means to maintain Alan Greenough safely in the building; to ensure the presence of specialized assistance to resolve the situation without the use of force or in a safe manner; and, to apprehend Alan Greenough in a safe and reasonable manner without the loss of life.

158. As a direct and proximate result of Sgt. Silva's *deliberate indifference* to Alan Greenough's rights as guaranteed by the Fourteenth Amendment to the Constitution of the United States, Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

### **COUNT VII**

#### **Estate of Alan Greenough v. Sgt. Patrick Silva Wrongful Death - M.G.L. c. 229, § 2 (Willful, Wanton, Reckless Acts)**

159. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 158, as though fully set forth herein.

160. On February 3, 2018, Sgt. Silva served as the Patrol Supervisor from 3:00 p.m. to 4:00 p.m. and the Officer in Charge ("*OIC*") of the 4:00 p.m. to 12:00 p.m. shift.

161. As the Patrol Supervisor and the OIC, Sgt. Silva was responsible for ensuring that Reading Police Officers complied with Reading Police Department policies and procedures, including the Reading Police Department *Special Operations* policy.

162. The *Special Operations* policy provides in pertinent part that “the primary mission of the department in special operation situations *is the protection of life*. Tactical decisions that are made in these instances shall be guided by the premise that preservation of life extends to all persons, including suspects, perpetrators, hostages and uninvolved bystanders.” (emphasis added)

163. The intent and purpose of the *Special Operations* policy was to protect persons, like Alan Greenough, as well as the police officers.

164. The *Special Operations* policy contains general procedures and specific procedures for “*Barricaded-Person Situations*.”

165. According to the Special Operations Policy, the “[f]irst units to arrive at the scene of a special operation situation shall ... [i]mmediately notify the dispatcher that a special operation situation exists ...”

166. Based upon information and belief,<sup>2</sup> on February 3, 2018, when officers initially arrived at East Coast Gas, they notified their supervisors, including Sgt. Silva, who were at the police station, that Alan Greenough had barricaded himself in his Apartment, such that a special operations situation existed at East Coast Gas. This information was in sufficient detail to enable the supervisors to identify the immediate needs to contain Alan Greenough in his Apartment by forming a perimeter around the building, and to contact NEMLEC.

167. Sgt. Silva then engaged in *willful, wanton, and reckless acts and omissions*, all in violation of M.G.L. c.229, §2, which included but were not limited to the following:

---

<sup>2</sup> See Footnote #1.

- (1) In contravention of the *Special Operations* policy and acceptable police practices, Sgt. Silva failed to order and ensure that the police officers immediately contained Alan Greenough by forming a perimeter around the building. Consequently, he failed to ensure that Alan Greenough would remain safely within the building until the police could coax him into surrendering without the use of force, or otherwise safely place him into custody.
- (2) In contravention of the Special Operations policy and acceptable police practices, Sgt. Silva failed to order and ensure that NEMLEC was contacted to provide a trained negotiator and other guidance with respect to the safe apprehension of Alan Greenough.
- (3) Sgt. Silva failed to supervise adequately the police officers at the site. He did not order and ensure that the police employed readily available effective means to maintain Alan Greenough safely in the building, and that the police secure specialized assistance to resolve the situation without the use of force or in a safe manner. Sgt. Silva did not coordinate his officers to apprehend Alan Greenough in a safe and reasonable manner without the loss of life.

168. As a direct and proximate result of Sgt. Silva's willful, wanton, reckless act in violation of M.G.L. c. 229, § 2 Alan Greenough suffered the loss of his life, and the Estate of Alan Greenough suffered substantial damages.

### **COUNT VIII**

#### **Anthony Perrotti v. Officer Erik Drauschke Intentional Infliction of Emotional Distress**

169. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 168, as though fully set forth herein.

170. On February 3, 2018, Officer Drauschke used objectively unreasonable and excessive force in violation of the Fourth Amendment when he shot to death Alan Greenough, who was unarmed and not posing a threat to the safety of any other police officer or any other person.

171. Officer Drauschke wrongly shot and killed Alan Greenough in the close proximity of Alan Greenough's brother, Anthony Perrotti.



172. Officer Drauschke *intended* to cause, or should have known that his conduct would cause, Anthony Perrotti emotional distress.

173. Officer Drauschke's conduct in shooting Alan Greenough to death was extreme and outrageous, and it caused Anthony Perrotti to suffer severe emotional distress.

174. As a direct and proximate result of witnessing the shooting death of his brother Alan Greenough by Officer Drauschke, Anthony Perrotti suffered and continues to suffer severe emotional distress including but not limited to anxiety, depression, sleeplessness, night terrors, nightmares, bouts of diminished appetite and then binge eating, bouts of extreme irritation, and other significant damages.

### **COUNT IX**

#### **Anthony Perrotti v. Town of Reading M.G.L. c. 258 - Negligent Infliction of Emotional Distress**

175. The Plaintiffs repeat and re-allege the allegations contained in the above paragraphs 1 through 174, as though fully set forth herein.

176. The Town of Reading is a Public Employer as the term Public Employer is defined by M.G.L. c. 258, § 1.

177. At all times relevant to this Complaint, Reading police officers, including Officer Drauschke, were Public Employees as the term Public Employee is defined by M.G.L. c. 258, § 1.

178. Pursuant to M.G.L. c. 258, § 2, the Town of Reading as a Public Employer is liable for personal injury or death caused by the negligent or wrongful act or omission of any of its public employees while they act within the scope of the Public Employee's office or employment.

179. On February 3, 2018, Officer Drauschke *negligently* breached his duty of care by shooting and killing Alan Greenough who was unarmed and not posing a threat of harm to Officer Drauschke or any other person.

180. When Officer Drauschke shot and killed Alan Greenough, Anthony Perrotti was in close proximity of Alan Greenough. Upon hearing the gunshots, Anthony Perrotti immediately rushed to the scene of the shooting, where he saw Alan Greenough's lifeless body covered in blood.

181. By shooting and killing Alan Greenough in the close proximity of his brother, Anthony Perrotti, Officer Drauschke negligently inflicted emotional distress on Anthony Perrotti.

182. The violent death of Anthony Perrotti's brother, Alan, caused Anthony Perrotti severe distress, because Anthony was both a bystander and close family member of Alan Greenough.

183. As a direct and proximate result of witnessing the shooting death of his brother by Officer Drauschke, Anthony Perrotti suffered and continues to suffer severe emotional distress including but not limited to anxiety, depression, sleeplessness, night terrors, nightmares, bouts of diminished appetite and then binge eating, bouts of extreme irritation, and other significant damages.

### **PRAYERS FOR RELIEF**

*WHEREFORE*, Plaintiffs the Estate of Alan Greenough and Anthony Perrotti respectfully request that this Honorable Court enter judgment as follows:

- A. Declare that Officer Erik Drauschke violated the rights of Alan Greenough as set forth herein;
- B. Declare that Officer Erik Drauschke violated the rights of Anthony Perrotti as set forth herein;
- C. Declare that Sgt. Patrick Silva violated the rights of Alan Greenough as set forth herein;
- D. Declare that the Town of Reading violated the rights of Alan Greenough as set forth herein;
- E. Declare that the Town of Reading violated the rights of Anthony Perrotti as set forth herein;
- F. Award compensatory damages against all Defendants;
- G. Award punitive damages against all Defendants;
- H. Award the costs of this action, including reasonable attorney's fees; and

I. Award such other relief as this Court may deem necessary and appropriate.

**JURY DEMAND**

Plaintiffs respectfully demand a trial by jury.

Respectfully Submitted,

Plaintiffs Catherine Rawson, as  
Executor of the Estate of Alan  
Greenough, and Anthony Perrotti,

By their attorneys,

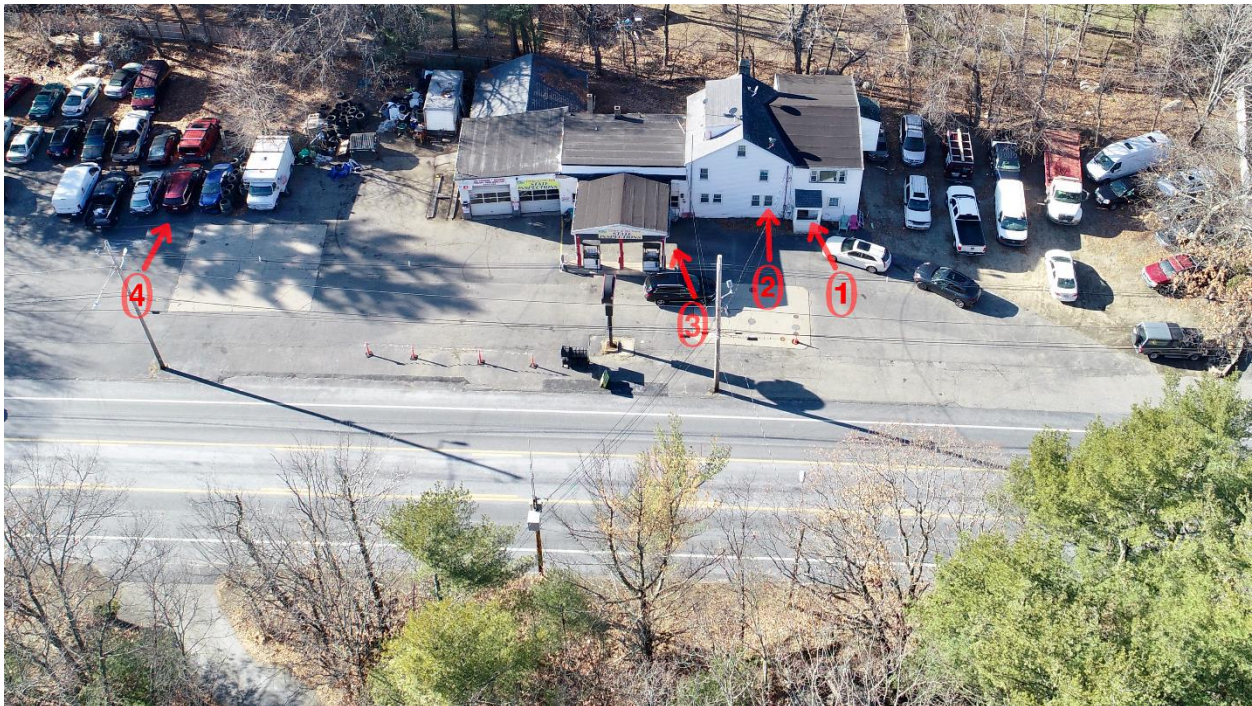
/s/ Victor J. Koufman

Victor J. Koufman, BBO #545296  
William D. Saltzman BBO #439749  
KOUFMAN & FREDERICK LLP  
145 Tremont Street, Fourth Floor  
Boston, MA 02111  
(617) 423-2212  
vk@kflitigators.com  
ws@kflitigators.com

Dated: January 27, 2021

**EXHIBIT A**

**FRONT OF EAST COAST GAS & AUTO REPAIR  
1462 MAIN STREET READING MA**



1. Front exterior door to residential portion of building.
2. Window from which Alan Greenough spoke with officer & brother.
3. Entrance to the business office and reception area.
4. Lot on Southside of Building where Officer Drauschke found Alan Greenough.

**EXHIBIT B**

**REAR OF EAST COAST GAS & AUTO REPAIR  
1462 MAIN STREET READING MA**



Window Police found closed when they arrived and found opened when they noted Alan Greenough was not in his Apartment.



# TOWN OF BURLINGTON

29 Center Street • Burlington, Massachusetts 01803 • Tel (781) 270-1660 • [www.burlington.org](http://www.burlington.org)



52



Commonwealth of Massachusetts  
Registry of Vital Records and Statistics  
**CERTIFICATE OF DEATH**

State File # 2018 006727

Registered # 122

MEDICAL EXAMINER

OCME CASE # 2018-1800

DECEDENT	Place of Death	LAHEY CLINIC HOSPITAL, BURLINGTON, MA				
	Date of Death	FEBRUARY 03, 2018	Age	43 YRS	Sex	MALE
	Current Name	GREENOUGH, ALAN				
	Surname at Birth or Adoption	GREENOUGH	SSN	--- 4359		
	AKA	---				
	Date of Birth	MARCH 10, 1974	Birthplace	LONDONDERRY, NEW HAMPSHIRE		
	Residence	1462 MAIN STREET, READING, MASSACHUSETTS 01867				
	Race	WHITE	Education	HIGH SCHOOL GRADUATE OR GED		
	Marital Status	NEVER MARRIED	Occupation/Industry	LUBRICATION TECHNICIAN/GAS STATION		
	MEDICAL CERTIFIER	Last Spouse - Last, First, Middle (Surname at Birth or Adoption)	---		Decedent: U.S. Veteran (Most Recent)	NO
Mother/Parent Name - Last, First Middle (Surname at Birth or Adoption)		RAWSON, CATHERINE G (MCDONOUGH)		Birthplace	MASSACHUSETTS	
Father/Parent Name - Last, First Middle (Surname at Birth or Adoption)		GREENOUGH, ALAN (GREENOUGH)		Birthplace	MASSACHUSETTS	
Part I. Cause of Death - Sequentially list immediate cause then antecedent causes then underlying cause		GUNSHOT WOUNDS OF CHEST				
a. Immediate Cause (Final condition resulting in death)		---				
b. Due to or as a consequence of:		---				
c. Due to or as a consequence of:		---				
d. Due to or as a consequence of:		---				
Part II. Other significant conditions contributing to death but not resulting in underlying cause		---				
		Manner of Death:	HOMICIDE			
	Time of Death:	99:99				
	Result of Injury:	YES				
DISPOSITION	Certifier	ANAND B. SHAH, MD		Lic #	263749	
	Addr.	720 ALBANY STREET, BOSTON, MASSACHUSETTS 02125				
	Funeral Licensee/ Designee	E. JOHN CROSWELL		Lic #	5953	
	Facility/Addr.	CROSWELL FUNERAL HOME, NORTH READING, MASSACHUSETTS				
	Immediate Disposition	BURIAL				
Date of Immediate Disposition	FEBRUARY 09, 2018					
Place/Address	RIVERSIDE CEMETERY, ELM STREET, NORTH READING, MASSACHUSETTS 01864					
Date of Record	FEBRUARY 09, 2018					
Date of Amendment	---					

*Amy E. Warfield*

CLERK, TOWN OF BURLINGTON

I, the undersigned, hereby certify that I am the Clerk of the Town of Burlington, Massachusetts; that as such I have custody of the records of births, marriages, and deaths required by law to be kept in my office. I hereby certify that the foregoing is a true copy of said records.

YEAR 2018 (seal)

VOLUME XVI

Witness my hand and seal of the Town of Burlington on  
This 11 day of February, 2018.

*Amy E. Warfield*  
Amy E. Warfield, Town Clerk

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(1) Catherine Rawson, as personal representative of the Estate of Alan Greenough, (2) Anthony Perrotti,

(b) County of Residence of First Listed Plaintiff Middlesex (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Victor Jon Koufman, William David Saltzman, Koufman & Frederick, LLP, 145 Tremont Street, 4th Floor

DEFENDANTS

Town of Reading, Erik W. Drausche, and Patrick Silva,

County of Residence of First Listed Defendant Middlesex (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. sec. 1983 - 4th and 14th Amendments plus Pendant State Claims. Brief description of cause: Excessive Use of Force by Police Officer and Supervisory Liability

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 7,500,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE January 27, 2021 SIGNATURE OF ATTORNEY OF RECORD /s/ Victor Jon Koufman /s/ William David Saltzman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
Original Proceedings. (1) Cases which originate in the United States district courts.  
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Catherine Rawson as personal representative of the Estate of Alan Greenough, et al. v. Town of Reading, et al.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 400, 410, 441, 535, 830\*, 835\*, 850, 880, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
  - II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820\*, 840\*, 895, 896, 899.
  - III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.
- \*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Victor Koufman

ADDRESS Koufman & Frederick, LLP 145 Tremont Street, Fourth Floor, Boston

TELEPHONE NO. 617 423 2212 [Cell 978 290 2212]