

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

MARIA PEREZ,

PLAINTIFF

v.

JOESIAH GONZALEZ; MARIA LIGUS;
NEW NORTH CITIZENS COUNCIL, INC.;
JUANA "JENNY" GIRONA; EFRAIN
"JESSE" VASQUEZ JR.; and CARMEN
RIVERA

DEFENDANTS

COMPLAINT

Plaintiff Maria Perez ("Ms. Perez" or "Plaintiff") brings this action against Defendants Joesiah Gonzalez (former Board Member); Maria Ligus (Executive Director); New North Citizens Council, Inc. (Employer); Juana "Jenny" Girona (former President of the Board); Efrain "Jesse" Vasquez Jr. (former Clerk of the Board); and Carmen Rivera (Human Resources) for Defamation (Count I); Wrongful Termination (Count II); Interference with Advantageous Employment Relations (Count III); Civil Conspiracy (Count IV); Assault (Count V), and Battery (Count VI).

PARTIES

1. Plaintiff, Maria Perez ("Ms. Perez"), is 73 years young and proudly resides in Springfield, Massachusetts. Plaintiff is widely recognized as a pillar of the Latino political class in Springfield and has devoted her entire working and political career to helping people throughout the Springfield community and, in particular, the people in the North End. Plaintiff has been a successful politician since 2017, first as a School Committee member, representing

Wards 1 and 3. Plaintiff has served as a Ward 1 City Councilor since 2021 and was elected to a 2-year term in 2023. Plaintiff is running for re-election in the Fall for the Ward 1 City Councilor position. Plaintiff has been employed by NNCC for more than forty years; was NNCC's Chief of Housing Programs; and earned approximately \$51,000 per year until her termination on July 21, 2025. Plaintiff's duties and responsibilities included managing federal funds from the United States Department of Housing and Urban Development, much of which is funneled through the City of Springfield's Department of Housing.

2. Defendant, New North Citizens Council ("NNCC"), is a non-profit organization with a principal office located at 2455 Main Street, Springfield, Massachusetts. NNCC is a longstanding 501(c)(3) organization based at 2455 Main St., was created in 1973 to serve people of the North End section of Springfield and is now the neighborhood council for the Memorial Square neighborhood, which along with Brightwood and parts of Liberty Heights, makes up the North End area of Springfield. NNCC's mission is to provide advocacy, public and human services to Hampden County residents with an emphasis on the Hispanic/Latino community for the purpose of enhancing the preservation and support of the family resulting in the improvement of quality of life. NNCC has more than 100 employees and provides comprehensive family supports and social service programs, opportunities for citizen involvement and participation, and individual and class advocacy to residents of Hampden County. NNCC's services and programs include community advocacy, child care, after-school programs, health services, disability services, housing services, workforce programs, and other community services and programs. NNCC uses a yearly budget of roughly \$11 million, mainly funded by state and federal governments. The NNCC has a Board of Directors which consists of approximately nineteen (19) members who reflect the current racial makeup of the

neighborhood according to the Springfield Planning Department figures. The terms of the directors is for the period of two years and until successors are elected or appointed. The affairs of NNCC are managed by the Board of Directors who have and can exercise all powers of the corporation not reserved to members to effectuate the purposes of the corporation and they have a variety of standing committees, including a personnel committee.

3. Defendant Joesiah Gonzalez ("Mr. Gonzalez") is an individual residing in Massachusetts. Mr. Gonzalez is an ordained minister and holds a bachelor's degree from Cambridge College, a Masters in Business Administration (MBA) from Fitchburg State University and is currently pursuing a Doctorate in Educational Leadership from the University of Hartford. Mr. Gonzalez has been employed by City Development since approximately October 2023 and served as the Chief Philanthropy & Communications Officer until March 2025 and as the Chief Operations Officer since March 2025. Mr. Gonzalez is a former employee of NNCC and served as Chief of Development and Programs from approximately April 2018 until October 2023 and was a member of the NNCC Board of Directors until his abrupt resignation on July 31, 2025. In November 2021, Mr. Gonzalez was elected in an uncontested election to the School Committee representing Ward 1 and 3 and continues to serve in that position. On January 2, 2024, Mr. Gonzalez was elected as the vice chair of the School Committee and has served in that role since that time. In January 2025, Mr. Gonzalez formally announced plans to leave the School Committee and run for City Council in Ward 1 in November, challenging Plaintiff. Mr. Gonzalez is actively campaigning for the Ward 1 City Council seat currently occupied by Plaintiff.

4. Defendant Maria M. Ligus ("Ms. Ligus") is an individual residing in Massachusetts. Ms. Ligus has a Master of Education in Integrated Studies from Cambridge College (Counseling &

Psychology, and Management); has been employed by the New North Citizens' Council for 32 years; held the position of Chief Operating Officer for approximately 15 years; was selected as Interim Executive Director in 2012; selected as the Executive Director in 2013; and has held the position of Executive Director since 2013.

5. Defendant Juana "Jenny" Girona ("Ms. Girona") is an individual residing in Massachusetts. Ms. Girona was President of NNCC's Board of Directors until she was removed on approximately August 1, 2025.
6. Defendant Efrain "Jesse" Vasquez Jr. ("Mr. Vasquez") is an individual residing in Massachusetts. Mr. Vasquez was Clerk of NNCC's Board of Directors until he was demoted on approximately August 1, 2025.
7. Defendant Carmen Rivera ("Ms. Rivera") is an individual residing in Massachusetts. Ms. Rivera is the Human Resources Coordinator for NNCC.

FACTS

JULY 21, 2025

8. On July 21, 2025, Plaintiff received a message from Ms. Ligus to go to Ms. Ligus' office for a meeting. Plaintiff went up the stairs to Ms. Ligus' office and noticed that Ms. Rivera was also in the office. Plaintiff sat down in a chair and after some short idle chit chat, Ms. Ligus verbally informed Plaintiff that her employment was being terminated. Plaintiff asked why she was being terminated. Ms. Ligus began shaking a few unidentified papers that were in her hand and said for "ethics violations" and, referring to the papers in her hand, said that she was sending this information to the ethics committee. Ms. Ligus told Plaintiff that she should get her personal items from her desk and that Ms. Rivera was going to escort her to her desk and then

out of the building. Plaintiff began to walk back down the stairs and to her desk and Ms. Rivera was right next to her. As Plaintiff was passing by a room that her staff of two people were in, she slowed down because she wanted to let them know that she was terminated. Ms. Rivera refused to allow Plaintiff the opportunity to slow down and inform her staff about her termination. As Plaintiff slowed down, Ms. Rivera was forcefully pulling Plaintiff's arm and shoulder with one hand, pushing Plaintiff with her other hand, and physically directing Plaintiff towards her desk. Once at her desk, Plaintiff retrieved her purse and other personal items. As Plaintiff retrieved a folder with some personal papers in them, Ms. Rivera snatched the folder out of Plaintiff's hand and looked through the papers before returning it to Plaintiff. Ms. Rivera then aggressively escorted Plaintiff out of the building all the way to where her car was parked. Plaintiff then left NNCC.

9. Plaintiff's termination letter states that NNCC and Ms. Ligus conducted a "forensic audit of [Plaintiff's] NNCC computer"; "carefully reviewed the files"; discovered an "immense amount" of "political documents and files"; "multiple files for Women of the VanGuard", "lots of documents not even remotely related to your job"; and "documents go as far back as several decades . . . up to recent." The letter made no mention of embezzlement, and stated Plaintiff's reason for termination was "Employees will not engage in conduct or activity that may raise questions as to NNCC's honesty, impartiality or reputation or otherwise cause embarrassment to NNCC." *See Exhibit A.*

10. NNCC and Ms. Ligus apparently believed that whatever NNCC and Ms. Ligus discovered violated NNCC's 2017 Personnel Policies and Practices Manual (82 pages), specifically the Ethics Policy on Page 16 and the Partisan Political Activities on Page 72. Plaintiff does not remember receiving or signing for NNCC's 2017 Personnel Policies and Practices Manual (the

"Manual"). Ms. Ligus failed and refused to provide Plaintiff with a single document related to the forensic investigation before she was terminated.

11. The termination letter signed by Ms. Ligus provides more questions than it does answers: What led to the investigation; who authorized the investigation; who conducted the investigation; how much did the investigation cost; when did the investigation start; was anyone else investigated; what "political documents", "political files", "Women of the Vanguard documents"; and "other documents" was Ms. Ligus referring to; when were these documents from and last accessed—recent or decades ago; and why was Plaintiff terminated when NNCC has a Progressive Discipline Policy and Plaintiff had not been disciplined for anything at work in decades. Additionally, the Manual specifically allows limited personal usage of NNCC's communications and computer systems if it does not hinder performance of job duties (Page 65, Section 5-7 Use of Communication and Computer Systems). Furthermore, other employees, such as Alberto Cotto, who were alleged to have done worse things, such as improperly using a NNCC credit card and withdrawing cash for personal use, were not terminated and remain on the NNCC payroll; and Ms. Ligus herself routinely violates NNCC policies.

JULY 26, 2025

12. On July 26, 2025, Mr. Gonzalez called and/or sent a text message to Mr. Vasquez indicating that the Board had to send out a Press Release on the termination of Ms. Perez as soon as possible. Mr. Gonzalez informed Mr. Vasquez that he was going to drive to his house to work on the Press Release. Upon arrival, Mr. Gonzalez asked to use Mr. Vasquez' laptop computer and asked for Mr. Vasquez' PIN so that he could access Mr. Vasquez' computer, which Mr. Vasquez gave to Mr. Gonzalez. Mr. Gonzalez then began to draft the Press Release. As Mr.

Gonzalez was drafting the Press Release, he was consulting with Ms. Ligus, Mr. Vasquez, and Ms. Girona about all aspects of the Press Release, including what information was going to be contained in the Press Release and Mr. Gonzalez made various edits to the Press Release accordingly. Eventually, a draft of the Press Release was finalized and Mr. Gonzalez, Ms. Ligus, Mr. Vasquez, and Ms. Girona approved it. According to NNCC Policy, "only the Executive Director (Ms. Ligus) is authorized to make or approve public statements on behalf of NNCC (Page 75). Mr. Gonzalez, under instruction from and with the consent and approval of Ms. Ligus then emailed the Press Release from Mr. Vasquez' computer and from Mr. Vasquez' email address to a variety of media outlets. *See* "PRESS RELEASE FOR IMMEDIATE RELEASE." *See Exhibit B.*

13. The Press Release stated in part:

North Citizens Council Inc. (NNCC, Inc.) announces that Springfield City Councilor Maria Perez has been terminated by the organization, effective immediately. Perez, who previously served as Chief of Housing Programs, managed federal HUD funds for the City of Springfield. Her employment was terminated following a thorough internal review and has been referred to the Massachusetts Attorney General's Ethics Commission to ensure integrity and accountability. **NNCC strongly condemns the embezzlement of federal funds and the misuse of 501(c)(3) resources for political purposes.**

14. The Press Release accuses Plaintiff of embezzling federal funds, including those that NNCC received from the federal government from the City of Springfield; misusing NNCC resources for political purposes; and that NNCC filed a complaint with the Massachusetts Attorney General's Ethics Commission, which is likely a reference to the State Ethics Commission that investigates misuses of official government resources.

15. The issuing of the Press Release had the exact impact that anyone who issues a press release hopes that it has—it gets widely publicized and re-publicized by the press and media outlets—

on the radio, television, in print, on social media, on the internet, and any and all other means of publication or republication across the country for anyone to see, read, or hear. The information contained in that Press Release is false and Mr. Gonzalez, Ms. Ligus and others at NNCC knew it was false before it was published.

16. Defendants' defamatory statement was widely published and continues to be widely republished throughout various media outlets. The following are just a few examples of the publication and republication.

17. Western Mass Politics & Insight ("WMASSPI") is a respected press syndicate which covers news and politics in Western Massachusetts. On July 26, 2025, WMASSPI reported: The brusque, shocking release all but accuses Perez of misappropriating NNCC funds, including those it received from the federal government by way of City Hall. More concretely, it alleges Perez had misused the nonprofit's funds for "political purposes." The release indicates it came to its conclusions after an internal review and had filed a complaint with the state Ethics Commission. <https://wmasspi.com/2025/07/a-personnel-action-rocks-a-springfield-councilorand-possibly-her-reelection-bid.html>

18. WWLP is a respected press syndicate which covers local news events in Western Massachusetts. On July 28, 2025, WWLP reported the following quote from Defendant Girona: "Our organization is committed to maintaining the public trust and operating with the utmost integrity," said Juana Girona, Board President." <https://www.wwlp.com/news/local-news/hampden-county/new-north-citizens-council-terminates-springfield-city-councilor-maria-perez/>

19. On July 28, 2025, WWLP also aired a segment during its 10:00 PM newscast featuring the story, during which the defamatory statement was explicitly read on air to its viewing audience. The segment was subsequently uploaded to YouTube and remains publicly accessible at: <https://www.youtube.com/watch?v=RM0fwfcRx-8>.
20. On July 29, 2025, WWLP 22 News aired a 6:00 PM segment on the story and read a direct quote stating, "[New North Citizens Council] ha[s] no tolerance for embezzlement of federal funds," while a photo of Plaintiff was displayed on the screen. <https://www.msn.com/en-us/news/us/new-north-citizens-council-terminates-springfield-city-councilor-maria-perez/vi-AA1JsMn4>.
21. On July 27, 2025, MassLive, a well-respected news source in Massachusetts published an article titled "Springfield city councilor fired from 40-year job for ethics questions" and published Defendant Girona's quote about "maintaining the public trust and operating with the utmost integrity."
22. On July 30, 2025, MassLive published another article about the story, and even raised the point that embezzlement was not mentioned in Defendants' termination letter to Plaintiff: "Perez's exit was made public by Executive Director Maria Ligus and board members Efrain Vasquez Jr. and Gonzalez six days later in a statement Saturday that referenced "embezzlement," even though there is no such language in her termination letter." <https://www.masslive.com/westernmass/2025/07/new-north-citizens-council-board-divided-before-recent-firings.html>.
23. On July 30, 2025, Yahoo News, a major online news and media platform with national reach, republished the July 27, 2025 MassLive article about the story, further disseminating the

defamatory statement to a broad online audience.

<https://www.yahoo.com/news/articles/springfield-city-councilor-fired-40-011704801.html>.

JULY 31, 2025

24. Mr. Gonzalez publicly endorsed the first Press Release by posting on his Facebook page, "I supported the press release sent out by New North Citizens Council... I stand by that decision, as I will always support transparency." To date, Mr. Gonzalez has not taken down that post on his Facebook page.

25. At some point later that same day, Mr. Gonzalez abruptly resigned from the Board and stated that he only resigned "to eliminate public confusion on the matter." While wholeheartedly willing to discuss Plaintiff's termination and anything else with any media outlet, Mr. Gonzalez has remained hush-hush about the real reasons for his resignation from NNCC's Board and has declined to comment or answer any specific questions from the media.

26. The Board held an emergency meeting in executive session and learned that Mr. Gonzalez enlisted Mr. Vasquez to send the Press Release. Mr. Vasquez apologized to the Board for his role in sending out the Press Release and indicated that he now knows that he got used and manipulated by Mr. Gonzalez and Ms. Ligus.

AUGUST 1, 2025

27. Approximately a week after issuing the first Press Release, NNCC, through Ms. Ligus, issued a corrective Press Release indicating that the First Press Release contained inaccuracies; was not properly vetted; was unauthorized; and was issued without the knowledge or approval of the NNCC's executive leadership and without formal authorization from the NNCC Board of Directors. NNCC and Ms. Ligus prepared various versions of the corrective Press Release for

the Board to potentially consider for distribution to the media. After due consideration of the only version of the corrective Press Release that the Board was allowed to see, the Board gave its approval for NNCC and Ms. Ligus to issue the corrective Press Release (the "Second Press Release") regarding the termination of Ms. Perez. The Second Press Release stated, among other things that "such termination was unrelated to any allegations or findings related to the use of federal funds." *See Exhibit C.* The Board of Directors also voted to remove Ms. Girona as President of the Board and to demote Mr. Vasquez from his position as Clerk of the Board.

MARIA LIGUS

28. On or about November 22, 2022, NNCC entered into an employment contract with Ms. Ligus to employ her as the Executive Director. The term of the contract was five years, with an additional 2 year renewal or until such time that the Board of NNCC elects not to extend. Ms. Ligus' base salary was \$120,000 for calendar year December 5, 2022 with a 5% annual increase upon completion of a successful performance review. Ms. Ligus was also entitled to receive fringe benefits, reimbursement of all reasonable business-related expenses (including travel expenses), and a \$300 per month automobile allowance.

29. In or about September 2023, less than ten months after the initial employment contract that entitled her to an annual raise of 5%, Ms. Ligus requested a raise of \$23,000. The Board approved giving Ms. Ligus a raise of \$7,000 for a new salary of \$127,000 per year. In March of 2024, Ms. Ligus requested a second raise of \$16,000 because she wanted to "build up her retirement" and did not have a public pension. The Board approved a \$16,000 raise in April of 2024 for a new salary of \$143,000 per year. The Board has not approved any other raises for Ms. Ligus nor has the Board entered into any other Employment Contract with Ms. Ligus.

30. Despite not entering into any other Employment Contract or approving any other raises for Ms. Ligus, upon information and belief, Ms. Ligus unilaterally gave herself a raise at some point between April 2024 and July 2025, and upon information and belief, her current salary is approximately \$161,000 per year.
31. In approximately February 2025, Ms. Ligus, using Mr. Gonzalez and Mr. Vasquez as her spokespersons, asked the Board of Directors to re-negotiate her Employment Contract. At that time, Mr. Gonzalez and Mr. Vasquez informed some Board Members that Ms. Ligus was requesting a 10-year Employment Contract with an option to retire in 7 years; an annual salary of more than \$200,000; a 5% raise each calendar year; and a 5% discretionary bonus. Ms. Ligus also drafted a "Confidentiality Agreement" that she gave to each Board Member and requested that each Board Member sign the Confidentiality Agreement before they discussed or evaluated her job performance. Many of the Board Members did not sign the Confidentiality Agreement.
32. On February 11, 2025, the Board discussed the process for evaluating Ms. Ligus and her request for a new employment contract. The Board agreed to continue the discussion about Ms. Ligus' request for a new Employment Contract to March 4, 2025.
33. On or about March 4, 2025, Ms. Ligus shared several documents with the Board that she believed would assist the Board with its evaluation of her performance and provided the Board with a salary pay scale. At that time, a Board Evaluation Survey and Questionnaire for Managers and Directors was distributed as a draft, which was never approved by the Board. However, once approved, the Board intended to complete and return the forms to Ms. Rivera. Ms. Ligus was also supposed to complete a self-assessment and submit it to Ms. Rivera. The Board Evaluation Survey; Questionnaire for Managers and Directors; and self-assessment

were then going to be shared with the members of the Personnel Committee for review and consideration, through Sheyla Acosta, Chair of the Personnel Committee. The Personnel Committee was supposed to compile and analyze the responses and write a summary for the Board to review.

34. At some point after March 4, 2025, Ms. Rivera received some completed evaluations from Board Members on the unapproved forms. At some point before Ms. Rivera received all of the completed forms back, two Board Members, Ms. Acosta and Ms. Santana, requested that Ms. Rivera hold on to the evaluations and not give them to Ms. Ligus or anyone else because, among other things, the evaluation forms were not approved by the Board of Directors and the evaluation forms contained identifying information (names and email addresses) and the evaluations were supposed to be anonymous. Shockingly, as Human Resources Coordinator, and knowing that an employee evaluation is part of an employee's personnel record and knowing that Massachusetts law requires an employer to retain an employee's complete personnel record, Ms. Rivera unilaterally decided to shred the evaluations.

35. Upon information and belief, Ms. Ligus terminated Ms. Perez at the request of Mr. Gonzalez in an attempt to help Mr. Gonzalez's political campaign against Plaintiff, which Ms. Ligus had already supported financially. In exchange, Ms. Ligus wanted Mr. Gonzalez to help secure Board approval for her requested employment contract with significantly increased compensation.

**COUNT I – DEFAMATION
(Against Gonzales, Ligus, NNCC, Girona, and Vasquez)**

36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

37. At all relevant times, Defendants made and/or endorsed false and defamatory statements concerning Plaintiff, including but not limited to statements falsely accusing Plaintiff of embezzlement of federal funds.
38. These statements were published in a written press release.
39. These statements were then widely republished around multiple credible news sources in Massachusetts, specifically in Western Mass, where Plaintiff has lived, worked, and built a life over the last forty plus years.
40. The statements were defamatory per se in that they falsely accused Plaintiff of committing a serious crime and engaged in conduct that would tend to injure her reputation and standing in the community, expose her to hatred, ridicule, or contempt, and adversely affect her in her profession and political campaign.
41. Defendants knew or should have known that the statements were false or acted with reckless disregard for the truth or falsity of the statements.
42. The defamatory statements were made with actual malice and caused Plaintiff to suffer significant harm, including damage to her personal and professional reputation, emotional distress, and other economic and non-economic damages.
43. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain damages in an amount to be proven at trial.

**COUNT II – WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(Against Ligus and NNCC)**

44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.
45. Defendant discharged Plaintiff for reasons in violation of a public policy, including:

- a. because of Plaintiff's political affiliation; running for political office and or refusal to not run for political office; and
- b. Defendants' violation of Massachusetts General Laws, chapter 56, section 33

46. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain damages in an amount to be proven at trial.

**COUNT III –INTERFERENCE WITH ADVANTAGEOUS EMPLOYMENT RELATIONS
(Against Gonzales, Ligus, NNCC, Girona, and Vasquez)**

47. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

48. Plaintiff had an advantageous employment relationship with NNCC.

49. Defendants knew about the advantageous employment relationship with NNCC.

50. Defendants knowingly and intentionally interfered with the advantageous employment relationship with NNCC.

51. Defendants' interference with the advantageous employment relationship with NNCC was for an improper motive and/or means.

52. Defendants acted with actual malice for a malignant purpose, without lawful justification, without just case, in bad faith, and for corrupt reasons.

53. Defendants' actions were unrelated to legitimate corporate interest.

54. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain damages in an amount to be proven at trial.

**COUNT IV – CIVIL CONSPIRACY
(Against Gonzales, Ligus, and NNCC)**

55. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

56. Mr. Gonzalez and Ms. Ligus had a common design or an agreement, whether express or implied, to cause tortious interference with Plaintiff's advantageous employment relations and wrongful termination for the purpose of advancing Gonzalez's political campaign against Plaintiff.

57. Mr. Gonzalez and Ms. Ligus, as a result of their common design or agreement, did tortiously interfere with Plaintiff's advantageous employment relations and cause her wrongful termination.

58. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain damages in an amount to be proven at trial.

**COUNT V - ASSAULT
(Against Rivera)**

59. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

60. On or about July 21, 2025, Defendant Rivera intentionally engaged in acts that placed Plaintiff in reasonable apprehension of imminent harmful or offensive bodily contact.

61. Defendant's conduct was willful, wanton, and malicious, and without legal justification or excuse.

62. As a direct and proximate result of Defendant's conduct, Plaintiff suffered emotional distress, fear, and other damages.

**COUNT VI - BATTERY
(Against Rivera)**

63. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

64. On or about July 21, 2025, Defendant Rivera intentionally made harmful or offensive physical contact with Plaintiff without consent.

65. This occurred as Plaintiff was attempting to say goodbye to her coworkers before leaving the building following her unexpected termination.
66. Said contact was willful, wanton, and malicious, and without legal justification or excuse.
67. As a direct and proximate result of Defendant's conduct, Plaintiff suffered physical injury, pain and suffering, emotional distress, and other damages.

CLAIMS FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

1. Determine the damages sustained by Plaintiff as a result of Defendants' violation of Massachusetts law, and award damages against Defendants and in favor of said Plaintiff and such interest as may be allowed by law;
2. Award Plaintiff costs and disbursements of this suit, including, without limitation, reasonable attorney's, accountants' and experts' fees and such interest as may be allowed by law; and
3. Grant Plaintiff such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues and claims so triable.

August 6, 2025

MARIA PEREZ

By Her Attorneys,

/s/ Jeffrey S. Morneau
Jeffrey S. Morneau, Esq. (BBO #643668)
Alexander J. Rodriguez, Esq. (BBO #715657)

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EXHIBIT

“A”



2455 Main Street Springfield, Massachusetts 01107-1907
413-747-0090 413-746-4885 Fax 413-737-2321

July 21, 2025

Maria Perez
110 Prospect Street
Springfield, MA 01107

Dear Ms. Perez:

New North Citizens' Council Inc. (NNCC) endeavors to maintain the integrity of the board, staff, and a positive work environment. Each employee plays a role in fostering this environment.

I have conducted a forensic audit of your NNCC computer. Upon careful review of the files, I discovered an immense amount of political documents and files; multiple files for Woman of the VanGuard, and lots of documents not even remotely related to your job as chief of housing. In fact, there are more files not related to NNCC Housing than program files. Many of the documents go as far back as several decades and go through up to recent.

NNCC Policy: Page 16... Ethics Policy & Page 72... NNCC Partisan Political Activities

Reasons for Dismissal:

Employees will not engage in conduct or activity that may raise questions as to NNCC's honesty, impartiality or reputation or otherwise cause embarrassment to NNCC. Employees will avoid any action, whether or not specifically prohibited in the personnel policies, which might result in or reasonably be expected to create an appearance of:

- Using public office or public position for private gain
- Giving preferential treatment to any person or entity.
- Losing impartiality.
- Adversely affecting the confidence of the public in the integrity of NNCC

NNCC prohibits individualized partisan political activities inside our agency facilities during working hours by employees, consultants, volunteers and any other paid staff. This includes the use of agency computers, phones, and program supplies.

NNCC benefits will terminate as follows:

403B - At this time of separation, you were not a participant in this plan.

AFLAC Plan - At this time of separation, you were not a participant in this plan.

Delta Dental - Coverage under this plan ends on July 21, 2025.

Eye Med Vision Plan At this time of separation, you were not a participant in this plan.

Health New England - At this time of separation, you were not a participant in this plan.

NNCC Free Life Insurance Plan - Coverage under this plan ends on July 21, 2025.

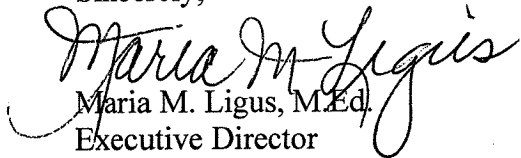
Pay/Vacation: If applicable, you will receive a check for any unused, accrued vacation time and payment of your final wages including the full day today.

As per NNCC policy ensure to return all properties, i.e. ID, keys, etc.

Life's Solutions EAP, the Employee Assistance Program is available (up to 30 days) during regular business hours for help with problems. 24-hour coverage is available for all emergencies. There is no charge for this service to you and your dependents. The contact number is (800) 756-5792.

Your W-2 for the current tax year will be mailed to the address on your paycheck. Should you need to change your address, please call the Employee Service Center at 1-800- 416-6131. W-2's are mailed out annually at the end of January for the previous calendar year.

Sincerely,


Maria M. Ligus, M.Ed.
Executive Director

EXHIBIT

“B”



NEW NORTH CITIZENS COUNCIL

2455 Main Street, Springfield, Massachusetts 01107-1907
Tel. 413-737-3229 Fax 413-301-6938 www.newnorthcc.org

PRESS RELEASE FOR IMMEDIATE RELEASE

July 26th, 2025

Springfield, MA – [North Citizens Council Inc. (NNCC, Inc.) announces that Springfield City Councilor Maria Perez has been terminated by the organization, effective immediately. Perez, who previously served as Chief of Housing Programs, managed federal HUD funds for the City of Springfield. Her employment was terminated following a thorough internal review and has been referred to the Massachusetts Attorney General's Ethics Commission to ensure integrity and accountability. NNCC strongly condemns the embezzlement of federal funds and the misuse of 501(c)(3) resources for political purposes.

NNCC is a long-standing 501(c)(3) organization with just over 100 employees, offering a wide range of services including childcare, afterschool programs, and comprehensive public health initiatives across the City of Springfield and the surrounding region. "Our organization is committed to maintaining the public trust and operating with the utmost integrity," said Juana Girona, Board President.

The New North Citizens Council will cooperate fully with the Attorney General's State Ethics Commission in its review. As this is an ongoing matter, the organization's employees or board members will have no further public comment at this time.

EXHIBIT

“C”

NNCC ISSUES CORRECTION ON MARIA PEREZ TERMINATION DETAILS

22NEWS WORKING FOR YOU

"I WAS DIRECTLY INVOLVED IN THE DECISION TO TERMINATE THE EMPLOYMENT OF MS. MARIA PEREZ, A FORMER EMPLOYEE OF THE ORGANIZATION. SUCH TERMINATION WAS UNRELATED TO ANY ALLEGATIONS OR FINDINGS RELATED TO THE USE OF FEDERAL FUNDS."

MARIA LIGUS, EXEC. DIRECTOR, NNCC



TOP STORIES

New North Citizens' Council released correction on recent termination

by: [Ashley Shook](#)
 Posted: Aug 1, 2025 / 02:19 PM EDT
 Updated: Aug 1, 2025 / 02:21 PM EDT

SHARE    

SPRINGFIELD, Mass. (WWLP) – The New North Citizens Council (NNCC) has issued a correction regarding the termination of Maria Perez, a long-time employee, clarifying that the decision was not related to federal fund allegations.

The correction, released Friday morning, stated that the initial announcement of Perez's firing was made without the approval of the NNCC's executive leadership. Maria Ligus, the Executive Director of NNCC, emphasized that the July 26th statement contained inaccuracies.

New North Citizens' Council terminates Springfield City Councilor Maria Perez ▶

"I was directly involved in the decision to terminate the employment of Ms. Maria Perez, a former employee of the organization. Such termination was unrelated to any allegations or findings related to the use of federal funds," said Maria Ligus, Executive Director of NNCC.

The NNCC's statement did not disclose the specific reasons for Maria Perez's termination, leaving the matter open to speculation. Despite the correction, the organization has decided not to comment further on the issue.

The initial statement, which suggested Perez's termination was linked to alleged embezzlement of federal funds, was released without the knowledge or approval of the NNCC's executive leadership, according to the correction.