

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF BUSINESS REGULATION  
DIVISION OF COMMERCIAL LICENSING AND RACING AND ATHLETICS  
JOHN O. PASTORE CENTER  
1511 PONTIAC AVENUE – BUILDING 69-1  
CRANSTON, RHODE ISLAND 02920-0942

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IN THE MATTER OF:

ACE MATTRESS  
ADRIANE CATLIN, OWNER

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CONSENT AGREEMENT

I.

The Commercial Licensing and Racing and Athletics Division (“Division”) of the Rhode Island Department of Business Regulation (“Department”) enters into this Consent Agreement (“Agreement”) to resolve concerns that Rhode Island General Laws (“R.I.G.L.”) §23-26-1 *et seq.*, entitled, Bedding and Upholstered Furniture, may have been violated by Ace Mattress. The Division has determined to resolve this matter, after investigation but without instituting administrative proceedings, by entering into this Agreement.

II.

It is hereby agreed by and between the Division and Ace Mattress that:

1. Ace Mattress is owned and operated by Adriane Catlin (“Catlin”).
2. AceMattress is not currently licensed by the Department as a Second Hand Dealer pursuant to R.I.G.L. §23-26-1 *et seq.*

3. Ace Mattress is located at 218 Academy Avenue, Providence, Rhode Island, 0290.
4. Ace Mattress commenced business operation in December 2008.
5. At all times relevant to this Agreement, it has been unlawful for a Second Hand Dealer to sell second hand bedding or upholstered furniture in Rhode Island without first acquiring a license from the Division.
6. At all times relevant to this Agreement, it has been unlawful to sell Second Hand Bedding or Upholstered furniture without proper sterilization.
7. On June 11, 2009, the Division received an anonymous phone call from a consumer alleging that Ace Mattress was selling used mattresses without a license.
8. On June 19, 2009, the Division mailed a letter to Ace Mattress stating that it had become aware of possible unlicensed activity, and enclosed an application for licensure.
9. On June 15, 2009, the Division received a phone call from Catlin of Ace Mattress stating she was unaware she needed a state license. At that time the Division explained the types of activities that would require licensing under the statute.
10. Catlin informed the Division that Ace Mattress sells mattress that it purchases from manufacturer's close out sales, warehouse sales, showroom or discontinued product sales, and mattresses returned or refused by the consumer upon delivery from retail store that might have been damaged on delivery.

11. On June 18, 2009, the Division received a completed application for Second Hand Dealer and Sterilizer license from the owner of Ace.
12. Catlin represented to the Division that Ace's lack of compliance with licensing requirements was unintentional and that she had been advised by the City of Providence that the company did not require any other type of license.

### III.

Based on the foregoing, the Division finds that the following is in the public interest and consistent with the purposes intended by R.I.G.L. §23-26-1 *et seq.*

Accordingly, it is hereby further agreed that:

1. Ace Mattress owner Catlin shall immediately become familiar with and undertake to comply fully with R.I.G.L §23-26-1 *et seq.*
2. On June 18, 2009 the Division received a completed application along with the required licensing fees for a Second Hand Furniture License and a Sterilization Permit.
3. Ace Mattress shall pay a total of two hundred twenty dollars (\$220.00) to the Department upon signing this Agreement for an administrative penalty of one hundred (100.00) dollars, and back fees of Fifty dollars (50.00) for Second Hand Furniture and Seventy dollars (70.00) for Sterilization Permit to cover the time period where unlicensed activity took place, and be granted a license for Second Hand Furniture and Sterilization Permit, effective upon the signing of this agreement.
4. Ace Mattress will only sell Mattresses and Bedding and Upholstered furniture at the licensed location under the business name of Ace Mattress.

license, administrative penalties up to five hundred dollars (\$500.00) per violation, and the imposition of criminal sanctions per R.I.G.L. §23-26-27.

Dated as of the 21<sup>st</sup> day of July, 2009.

Maria L. D'Alessandro  
Maria L. D'Alessandro, Associate Director  
of Commercial Licensing and Racing and Athletics

Adriane Catlin  
Adriane Catlin, Owner of Ace Mattresses

On this 20<sup>th</sup> day of July, 2009 appeared before me

Adriane Catlin who executed the foregoing Consent Agreement and who duly acknowledged to me that she was authorized to do so.

Dawn F. Oliveri  
NOTARY PUBLIC Dawn F. Oliveri  
My Commission Expires 4/30/2013

CONSENT AGREEMENT-ACE MATTRESS  
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