

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
1511 PONTIAC AVENUE, BLDG. 68
CRANSTON, RHODE ISLAND 02920

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| LISA A. VIDETTO, Complainant, | : | |
| | : | |
| | : | |
| v. | : | DBR No.: 07-L-0286 |
| | : | |
| GEORGE W. STANSFIELD, III, Respondent. | : | |
| | : | |

DECISION

Hearing Officer: Michael P. Jolin, Esq.

Hearing Held: April 8, 2008

Appearances:

For Complainant: Lisa A. Videtto, *Pro se*

For Respondent: James S. D'Ambra, Esq.

I. INTRODUCTION

The above-entitled matter came before the Department of Business Regulation (“Department”) as the result of a complaint filed by Lisa A. Videtto (“Complainant” or “Videtto”) against George W. Stansfield, III, (“Respondent” or “Stansfield”), a real estate salesperson licensee. Based on the evidence presented at hearing and the applicable law, Complainant preponderated sufficient evidence to establish that Respondent’s license should be sanctioned for violations of R.I. Gen. Laws § 5-20.5-14(a) and Rule 20 of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*.

II. JURISDICTION

The Department has jurisdiction over this matter pursuant to R.I. Gen. Laws §§ 5-20.5-1, *et seq.*, 42-14-1, *et seq.*, and 42-35-1, *et seq.*

III. ISSUES PRESENTED

A. Whether or not Respondent's failure to disclose the necessity of the permanent step in the lower level bedroom (the "step issue") was a substantial misrepresentation in violation of R.I. Gen. Laws § 5-20.5-14(a)(1), and if so, whether or not such violation warrants an administrative sanction against his license;

B. Whether or not Respondent's failure to disclose the step issue was conduct in a real estate transaction that demonstrated bad faith, dishonesty, untrustworthiness, or incompetency in violation of R.I. Gen. Laws § 5-20.5-14(a)(20) and if so, whether or not such violation warrants an administrative sanction against his license;

C. Whether or not Respondent failed to deal fairly with Complainant by his failure to disclose the step issue in violation of Rule 20(A) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*, and if so, whether or not such violation warrants an administrative sanction against his license;¹ and

D. Whether or not Respondent failed to make a diligent effort to ascertain all pertinent information and facts regarding the subject property and failed to reveal, in writing, all information and facts material to the transaction to Complainant in violation of Rule 20(B) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*, and if so, whether or not such violation warrants an administrative sanction against his license.²

¹ R.I. Gen. Laws § 5-20.5-14(a)(15) authorizes the Department to suspend or revoke a license where a licensee violates any rule or regulation promulgated by the [Real Estate C]ommission or the Department.

² *Id.*

IV. MATERIAL FACTS AND TESTIMONY

This matter came on for pre-hearing conference on November 29, 2007, pursuant to an Order Appointing Hearing Officer and Providing Notice of Complaint Hearing, issued November 5, 2007, in the above-referenced matter. A hearing on the merits was held on April 8, 2008.

Respondent is licensed as a real estate salesperson pursuant to R.I. Gen. Laws § 5-20.5-1, *et seq.*, and represented the seller/builder of a newly constructed raised ranch located at 12 Dixon Street, Cumberland, Rhode Island (the “house” or “subject property”). Complainant, representing herself in the transaction, made her first contact with Respondent in the Fall of 2006 regarding her interest in the subject property. She made an offer on it in January 2007. Respondent’s client, Joseph Altongy (the “seller/builder” or “Altongy”), accepted the offer after some negotiating took place. The parties signed the purchase and sale agreement on February 1, 2007. The closing was held on its scheduled date, February 28, 2007.

In her complaint filed with the Department on May 2, 2007 and in her testimony at hearing, Complainant avers that she learned several weeks after the closing that she purchased a house in which the lower level bedroom did not conform to the building code because its window was constructed too high from the floor to provide safe egress in the event of an emergency. She states that she was aware that the Town of Cumberland’s building inspector conducted an inspection two (2) weeks prior to the closing to determine whether the certificate of occupancy (“CO”) could issue. After which, Respondent notified her that there were two (2) issues that his client needed to resolve before the CO would be granted.

The first issue was the need for a handrail for the stairs leading to the lower level of the house. As for the second issue, the town’s building inspector required an inner door in the basement walk-out area. According to Complainant, Respondent told her that his client was taking the necessary steps to install these items. Unbeknownst to Complainant, however, there

was a third issue that neither Respondent nor the seller/builder disclosed to her at any point during the transaction. This third issue is the gravaman of her complaint.

Along with the handrail and basement door, the building inspector determined that the lower level bedroom required the installation of a permanent step below the window before he would grant the CO (the “step issue”). He found that the window was too high above the floor for the room to be used as a sleeping quarters per the state building code. As a result, he declared that the room could not be used as a bedroom unless a permanent step was installed. Complainant later learned that the seller/builder built and installed a step in the lower level bedroom for the re-inspection. Ultimately, the CO was issued and the closing went forward as scheduled.

Only by happenstance during a visit to the town hall six (6) weeks after Complainant closed on the house did she discover that a step for the lower level bedroom even existed. According to Complainant, she learned about the step in a conversation initiated by one of the town’s building inspectors after he overheard Complainant give her street address to a clerk. The inspector, later identified as John Runge, remembered the house and its certificate of occupancy inspection because of the unique step issue. She discovered then for the first time that Altongy, the seller/builder of the house, was required to install a permanent, nine (9) inch wooden step in the lower level bedroom before the certificate of occupancy would be issued. Runge told her that a step was installed and showed her a photograph of it.

The requirement of a step (and its one-time existence) came as a surprise to Complainant. According to her complaint and testimony, neither Respondent nor the seller/builder made her aware that the lower level bedroom had to have this step for it to be legally-conforming before, during, or after the closing. She never saw the required step in this room during her five (5) visits to the house before the closing and states that it was not installed when she moved in.

Complainant believes that the seller/builder installed the step (as evidenced by the photo taken by the building inspector) to obtain the certificate of occupancy and then removed it before her next visit to the house a few days after the CO inspection. She contends further that Respondent knew about the need for a step in this bedroom two (2) weeks before the closing but intentionally withheld this information so that the deal would not be compromised.

Complainant argues that the step's existence and its legal necessity was a material fact that would have impacted her decision to buy the home (or at least the terms of the deal) had she known about it. Respondent's failure to disclose the step issue denied her the ability to have full knowledge of the property. Had she been informed of the step's necessity, she believes that she would have had options to remedy the situation that are not available to her now. For example, she could have walked away from the deal, negotiated new financial terms, or agreed to some other remedy acceptable to her. But rather than buying a three-bedroom home as Respondent described and marketed it, she actually purchased a two-bedroom home with a third bedroom that could not be used as intended without violating the state building code.

For his part, Respondent states in his responses to the complaint and in his testimony at hearing that Altongy, his client and the seller/builder, represented to him that 12 Dixon Street house was a three-bedroom, raised ranch. He avers that he was not aware that the lower level bedroom required a permanent step when he marketed the house and showed it to Complainant. Respondent only learned of the issue during the CO inspection, two (2) weeks after the parties signed the purchase and sale agreement. Nevertheless, Respondent argues that the certificate of occupancy was the sole responsibility of builder. He described his role as "only bringing two people together."

Respondent admitted that he knew before the closing that the building inspector required Altongy to install a permanent step in the lower-level bedroom before he would issue the

certificate of occupancy. He also admitted that he never disclosed the step issue to Complainant before or after the closing. When asked why, Respondent said that Altongy told him that there was a disagreement between the building officials over whether the building code required the step in the first place but that the step issue was going to get resolved. As such, Respondent decided there was no need to mention it to Complainant. When asked why the step was not in the lower-level bedroom during Complainant's home inspection, final walk-through, or after the closing took place, Respondent said he thought it had been removed by the carpet installers. When it was never re-installed, he assumed that Altongy had resolved the need for the step with the town's building officials.

However, Respondent wrote in his June 4, 2007 response to the complaint that, in retrospect, "Had I known during the transaction of 12 Dixon Street what I know today regarding this step, I would not have had a problem making sure it was in place prior to the closing." Indeed, when he later marketed the house next door (which was also built by his client, Altongy, and is similar in design and construction to the subject property), Respondent made sure the buyers were aware that a permanent step was required in that house's lower level bedroom.

V. STANDARD OF REVIEW FOR AN ADMINISTRATIVE HEARING

It is well settled that in formal or informal adjudications modeled on the federal Administrative Procedures Act, the initial burdens of production and persuasion rest with the moving party. 2 Richard J. Pierce, *Administrative Law Treatise* § 10.7 at 759 (2002). Unless otherwise specified, a preponderance of the evidence is generally required in order to prevail. *Id.* at 763-766; see also, *Lyons v. Rhode Island Pub. Employees Council 94*, 559 A.2d 130, 134 (R.I. 1989) (preponderance standard is the "normal" standard in civil cases); *Parker v. Parker*, 238 A.2d 57, 60 (R.I. 1968) ("satisfaction by a 'preponderance of the evidence' [is] the recognized burden [of proof] in civil actions"). This means that for each element to be proven, the fact-

finder must believe that the facts asserted by the proponent are more probably true than false. See *Parker*, 238 A.2d at 60. When there is no direct evidence on a particular issue, a fair preponderance of the evidence may be supported by circumstantial evidence. *Narragansett Electric Co. v. Carbone*, 898 A.2d 87, 100 (R.I. 2006).

Here, the proponent of this action is Complainant. As such, she bears the burden for establishing why it is more likely than not that Respondent conducted himself in a manner that violated the statutes and regulations under which he holds his real estate salesperson's license.

VI. DISCUSSION

R.I. Gen. Laws § 5-20.5-6(b) provides that the Department, after a due and proper hearing, may suspend, revoke, or refuse to renew any license upon proof that the holder of the license has violated this statute or any rule or regulation issued pursuant to this statute. In addition, R.I. Gen. Laws § 5-20.5-14(b) authorizes the Department to levy an administrative penalty not exceeding one thousand dollars (\$1,000) for any violation under this section or the rules and regulations of the Department. R.I. Gen. Laws § 5-20.5-12(a)(2) provides that the Department shall establish any reasonable rules and regulations that are appropriate to the public interest.

The facts alleged in the complaint and during the hearing, if preponderated, implicate two (2) statutory provisions and Rule 20 of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons* that may constitute violations. Each will be addressed in turn.

A. R.I. Gen. Laws § 5-20.5-14(a)(1) – Substantial Misrepresentation.

The first provision implicated is R.I. Gen. Laws § 5-20.5-14(a)(1), which authorizes the Department to suspend or revoke a license where a licensee makes a substantial misrepresentation in a real estate transaction. As noted in a previous Department decision, statutory and regulatory requirements serve and protect the public interest by promoting real

estate transactions based on honesty, good-faith, competency and fair-dealing. See *D'Orsis v. Santilli*, DBR No. 99-L-0086 (July 18, 2000). A real estate licensee's representations in a real estate transaction influence the decisions of the parties involved, decisions that entail important personal and financial issues. *Id.* For that reason, it is essential that licensees keep all parties to the transaction fully informed of all material facts in accordance with the duties placed upon them by law. *Id.* Among them is a duty to reasonably investigate all issues and disclose all reasonable and material facts to the relevant parties in order to create a transaction in which the parties are well informed. *Id.*

Most cases before the Department involving substantial misrepresentation allegations concern conditions of the subject property. See *Beaudet v. Anderson-Sparn*, DBR No. 99-L-0099 (July 28, 1999); *Altomari, supra*. Such is the case in the instant matter.

In this case, for Complainant to show the Respondent made a substantial misrepresentation, she needs to first establish that: (i) the defective condition existed prior to the sale; (ii) Respondent knew information about the defective condition; and (iii) Respondent misrepresented or failed to disclose the defective condition to Complainant. See *Beaudet v. Anderson-Sparn*, DBR No. 99-L-0099 (July 28, 1999). Second, Complainant must demonstrate that the misrepresentation was substantial. A misrepresentation is "any manifestation by words or other conduct by one person to another that, under the circumstances, amounts to an assertion not in accordance with the facts." *Travers v. Spidell*, 682 A.2d 471, 473 n. 1 (R.I. 1996) (per curiam) (quoting *Halpert v. Rosenthal*, 107 R.I. 406, 413, 267 A.2d 730, 734 (1970)). The meaning of substantial in this context has been defined in *Altomari v. Clark and Shirley*, DBR No.: 01-L-0160 (January 8, 2003):

... It is reasonable to interpret that substantial misrepresentation as envisioned in R.I. Gen. Laws § 5-20.5-14(a)(1) applies to the conduct of the licensees and its effect on the transaction at issue. Thus, the requirement that the misrepresentation be substantial in order to support a finding of a violation of R.I. Gen. Laws § 5-20.5-

14(a)(1) infers that it is necessary for the misrepresentation to be made knowingly by the real estate licensee and affect the real estate transaction at issue (internal citation omitted).

Altomari, at pp. 27-28.

Here, Complainant alleges that Respondent misled her by not telling her about the step issue. In addition, she argues that this misrepresentation by omission is substantial because (i) the house she bought was not a legal three-bedroom as it was marketed and described to her and (ii) it precluded her from taking certain actions that may have provided a satisfactory remedy prior to the closing. Complainant is correct on both accounts. By any meaning of the term, the evidence shows that Respondent engaged in a substantial misrepresentation.

There is no dispute that Respondent failed to disclose any information about the step issue to Complainant. Respondent admitted in his testimony that he viewed the handrail and door issues as run of the mill items that were easily remedied. The third issue regarding the step, on the other hand, he found to be atypical and, based on conversation with the builder, thought it was going to be resolved. When the seller/builder (or carpet installers) removed the step before the closing, he evidently concluded that any mention of the step issue was unnecessary.

Respondent's complete failure to mention the step issue at any point during the real estate transaction was a misrepresentation. Nondisclosure is equivalent to an assertion in certain cases.

The Restatement (Second) of Contracts states that:

A person's non-disclosure of a fact known to him is equivalent to an assertion that the fact does not exist in the following cases only:

- (a) where he knows that disclosure of the fact is necessary to prevent some previous assertion from being a misrepresentation or from being fraudulent or material.
- (b) where he knows that disclosure of the fact would correct a mistake of the other party as to a basic assumption on which that party is making the contract and if non-disclosure of the fact amounts to a failure to act in good faith and in accordance with reasonable standards of fair dealing.

(c) where he knows that disclosure of the fact would correct a mistake of the other party as to the contents or effect of a writing, evidencing or embodying an agreement in whole or in part.

Restatement (Second) of Contracts § 161 (1981). By notifying her that the CO inspection turned up only two issues (regarding the handrail and the basement door), Respondent's omission about the step issue amounted to an assertion not in accordance with the facts. This omission took away certain remedies that were only available to her before she became the owner of the house. Because of Respondent's misrepresentation, Complainant purchased a legally conforming two-bedroom house, not the legally conforming three-bedroom house that Respondent marketed to her. As a result, Complainant was sold a house that was not delivered as advertised.

Whether Respondent omitted telling Complainant about the step issue because he thought it was a "non-issue" or because he did not want it to compromise the sale is less clear. Nevertheless, the record establishes that it is more likely than not that he was hoping the situation would resolve itself so he would not have to deal with it. After learning of the three building code issues, Respondent only mentioned the two relatively innocuous items (the handrail and the basement door). When the step was removed shortly after the house passed the certificate of occupancy inspection, Respondent relied on the sole representations of the seller/builder that the step's necessity was an open question and assumed that the situation was settled. In doing so, he intentionally omitted any mention of the step issue to Complainant. Unfortunately, this omission had very real, substantial consequences for Complainant. Respondent should have disclosed what he knew about the step to Complainant and he did not. As such, his actions constitute a substantial misrepresentation in violation of R.I. Gen. Laws 5-20.5-14(a)(1).

B. R.I. Gen. Laws § 5-20.5-14(a)(20) – Bad faith, Dishonesty, Untrustworthiness, or Incompetency; and Rule 20(A) via § 5-20.5-14(a)(15) – Duty of Fair Dealing.

The second and third statutory provisions that may have been implicated are R.I. Gen. Laws § 5-20.5-14(a)(20) and R.I. Gen. Laws § 5-20.5-14(a)(15). They will be discussed together given their close relationship to each other. R.I. Gen. Laws § 5-20.5-14(a)(20) authorizes the Department to suspend or revoke a license where a licensee engaged in any conduct in a real estate transaction that demonstrates bad faith, dishonesty, untrustworthiness, or incompetency. As held in a Department decision,

A [real estate] licensee's honesty, trustworthiness, integrity and reputation affect his or her ability to conduct all real estate transactions fairly. If one of these character traits are [sic] compromised, then the stability and integrity of the transaction is compromised.

D'Orsi v. Santilli, at p. 12.

Section 5-20.5-14(a)(15) authorizes the Department to suspend or revoke a license where a licensee violates any rule or regulation promulgated by the commission or the Department. In this case, the rule applicable to the facts alleged in the complaint is Rule 20(A) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*. It provides, in pertinent part, that a licensee has “the binding obligation of dealing fairly with all parties to the transaction.” The rationale of this rule was explained in the Department's *Altomari* decision:

In order to have a regulatory system that commands the confidence of the consumers, consumers must be able to rely on the professionalism of the [real estate licensees] involved in a transaction. Such professionalism includes honesty, good faith, and a lack of trickery (i.e., equity) by the [real estate licensees] involved in the transaction. This is part of the duty of fair dealing.

Altomari, p. 25.

In the instant matter, as discussed above, the record is clear that Respondent did not disclose the step issue. As a professional in the real estate industry and as a licensee, he had a

duty to disclose this information. When he learned of the three issues that caused the initial certificate of occupancy inspection to fail, Respondent chose to mention only two of them.

Notwithstanding his reliance on his client's representations about the disagreement between the building inspectors, Respondent should have recognized that the curious nature of the step and its expeditious removal after the house passed the inspection required more inquiry. When Respondent learned that there was ambiguity surrounding the step issue, he should have followed up on the issue with the town's building inspectors. Instead, he relied solely on his own client for information. At the very least, he should have made Complainant aware of all three (3) building code issues and their remedies, not just the two (2) that he chose to disclose. Such conduct demonstrates that Respondent did not handle this real estate transaction competently and calls into question his trustworthiness in violation of R.I. Gen. Laws 5-20.5-14(a)(20).

In addition, Respondent's decision not to disclose any information whatsoever about the step issue establishes that he did not deal fairly with Complainant. A party to a transaction that is less informed than the other (almost always the buyer in real estate transactions) must receive some minimum information from the more informed party before the transaction is considered fair. In other words, fairness – as well as Rule 20(A) – dictates that all material facts be disclosed to a buyer.

Here, Complainant did not have the minimum information necessary in this transaction because of Respondent's nondisclosure of the step issue. As discussed above, without this information, Complainant was precluded from making a fully informed decision when she purchased the house. Certain options that would have been available to her prior to the closing had she known about the step issue. Thus, the failure to disclose put her at an unfair disadvantage in this real estate transaction and establishes that Respondent did not deal fairly with Complainant in violation of Rule 20(A).

C. Rule 20(B) via R.I. Gen. Laws § 5-20.5-14(a)(15) – Diligent Inquiry and Disclosure of Material Facts.

Licensees have an obligation to make a diligent effort to ascertain all pertinent information and facts regarding the subject property in accordance with Rule 20(B) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*. In addition, Rule 20(B) also requires licensees to reveal, in writing, all information and facts material to the transaction when appropriate to any other party. Rule 20(B)'s requirement that licensees make a diligent effort to ascertain all pertinent information and facts about a property acts as a safeguard to protect buyers. It reassures a buyer that the licensee representing the seller has verified his or her client's representations about the property. Moreover, it protects a licensee from less informed (or less scrupulous) clients who may not disclose all relevant information about the property.

As discussed in the previous section, Respondent should have told Complainant about all three (3) building code issues found during the first inspection for the certificate of occupancy as well as their subsequent remedies. In addition, Respondent should have disclosed these building code issues in writing as they constituted material facts to the transaction. He also should have made further inquiry with the town's building inspectors. Clearly there was some ambiguity on Respondent's part about the step's necessity. This ambiguity should have prompted him to clarify the issue.

Instead, by solely relying on his client's representations, Respondent failed to make the requisite diligent effort to ascertain all pertinent information about the property. The lack of diligence as to the step issue and the lack of written disclosure about the three (3) building code issues were to Complainant's detriment and constitute violations of Rule 20(B).

VII. FINDINGS OF FACT

1. On or about May 2, 2007, Complainant filed her complaint against Respondent.

2. A full, evidentiary hearing was held on April 8, 2008.
3. The facts contained in Sections IV and VI are incorporated by reference herein.
4. Under the standard set forth in Section V and the statutory framework and analysis set forth in Section VI, there is sufficient evidence to establish by a preponderance that Respondent failed to disclose the step issue to Complainant.

VIII. CONCLUSIONS OF LAW

Based on the testimony and facts presented:


1. The Department has jurisdiction over this matter as set forth in Section II, *supra*.
2. Respondent's failure to disclose the step issue to Complainant constitutes a substantial misrepresentation in violation of R.I. Gen. Laws § 5-20.5-14(a)(1).
3. Respondent's failure to disclose the step issue to Complainant demonstrates untrustworthiness and his failure to engage in a diligent inquiry regarding the step issue demonstrates incompetency in violation of R.I. Gen. Laws § 5-20.5-14(a)(20).
4. Respondent's failure to disclose the step issue establishes that he did not deal fairly with Complainant in violation of Rule 20(A) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons* via R.I. Gen. Laws § 5-20.5-14(a)(15).
5. Respondent failed to engage in a diligent inquiry as to the step issue in violation of Rule 20(B) via R.I. Gen. Laws § 5-20.5-14(a)(15).
6. Respondent failed to reveal to Complainant, in writing, all information and facts material to the transaction in violation of Rule 20(B) via R.I. Gen. Laws § 5-20.5-14(a)(15).

IX. RECOMMENDATION

Based on the above analysis, the Hearing Officer recommends that the Director of the Department find that Complainant met her burden of proof that Respondent violated R.I. Gen. Laws §§ 5-20.5-14(a)(1), (15), and (20), and Rules 20(A) and 20(B) of *Commercial Licensing*

Regulation 11 – Real Estate Brokers and Salespersons. In addition, consistent with past Department decisions involving similar violations, the Hearing Officer recommends that Respondent pay an administrative penalty in the amount of three-thousand dollars (\$3,000), payable to the Rhode Island General Treasurer, no later than thirty (30) days from the date of this decision.³


Dated: 8-26-08


Michael P. Jolin, Esq.
Hearing Officer

I have read the Hearing Officer's Decision and Order in this matter, and I hereby take the following action:

ADOPT
 REJECT
 MODIFY

Dated: 08-27-2008


A. Michael Marques
Director

³ The portion of the administrative penalty assigned to each violation is as follows:

- One thousand dollars (\$1,000) for violating R.I. Gen. Laws § 5-20.5-14(a)(1);
- Five hundred dollars (\$500) for violating R.I. Gen. Laws § 5-20.5-14(a)(20);
- Five hundred dollars (\$500) for violating Rule 20(A) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*; and
- Five hundred dollars (\$500) for each violation of Rule 20(B) of *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*.

NOTICE OF APPELLATE RIGHTS

THIS DECISION AND DECLARATORY RULING CONSTITUTES A FINAL ORDER OF THE DEPARTMENT OF BUSINESS REGULATION PURSUANT TO R.I. GEN. LAWS § 42-35-12. PURSUANT TO R.I. GEN. LAWS § 42-35-15, THIS ORDER MAY BE APPEALED TO THE SUPERIOR COURT SITTING IN AND FOR THE COUNTY OF PROVIDENCE WITHIN THIRTY (30) DAYS OF THE MAILING DATE OF THIS DECISION. SUCH APPEAL, IF TAKEN, MUST BE COMPLETED BY FILING A PETITION FOR REVIEW IN SUPERIOR COURT. THE FILING OF THE COMPLAINT DOES NOT ITSELF STAY ENFORCEMENT OF THIS ORDER. THE AGENCY MAY GRANT, OR THE REVIEWING COURT MAY ORDER, A STAY UPON THE APPROPRIATE TERMS.

CERTIFICATION

I hereby certify on this 27th day of August, 2008, that a copy of the within Decision was sent by first class mail, postage prepaid to:

Lisa A. Videtto
12 Dixon Street
Cumberland, Rhode Island 02864

James S. D'Ambra, Esq.
Rice Dolan & Kershaw
170 Westminster Street, Suite 900
Providence, Rhode Island 02903

and by hand-delivery to:

William DeLuca
Department of Business Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02920

Ray Ricci