

**STATE OF RHODE ISLAND  
DEPARTMENT OF BUSINESS REGULATION  
CONTRACTORS' REGISTRATION AND LICENSING BOARD  
560 JEFFERSON BOULEVARD, SUITE 200  
WARWICK, R.I. 02886**

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<b>Joanna Pertucci,</b>	:	
<b>Complainant</b>	:	
	:	
	:	
v.	:	<b>CRLB Claim #C10016</b>
	:	
<b>John DaSilva</b>	:	
<b>John DaSilva Home Improvements</b>	:	
<b>Respondent</b>	:	

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**DECISION**

**I. INTRODUCTION**

This matter arose pursuant to a Notice of Complaint Hearing (“Notice”) issued on January 7, 2021 by the Department of Business Regulation Contractors’ Registration and Licensing Board (“Board”) to Joanna Pertucci (“Complainant”) and John DaSilva (“Respondent”). This matter arose out of a complaint filed pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* by the Complainant on or about March 9, 2020 with the Board regarding work performed by the Respondent. A hearing was scheduled for February 1, 2021 at which time the Respondent did not appear. Pursuant to R.I. Gen. Law § 5-65-6 and § 1.15.1 of 440-RICR-10-00-1 *General Rules and Regulations for Applications, Registration, Licensing, Claims, Violations, and Administrative Hearings* (“Regulation”), service may be made by first-class mail or certified mail and service is complete upon mailing when sent to the last known address of the party.<sup>1</sup> Since the Respondent was adequately noticed of hearing, a

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<sup>1</sup> Matthew Lambert, State Building Code Official, testified that the addresses used for the Notice were the Respondent’s most recent address on record with the Board and an address obtained via an address trace. He testified the Bristol address was the most recent address and the Warren address was obtained via an address trace. The Notice was sent by first class mail and certified mail, return receipt requested. The first class mail had not been returned. Complainant’s Exhibit One (1) (United States Post Office tracking website for the certified mail for Respondent indicated the Notice was unclaimed at both addresses).

hearing was held before the undersigned on February 1, 2021.<sup>2</sup> Additionally, § 1.17 of the Regulation<sup>3</sup> provides that a default judgment may be entered based on pleadings and/or evidence submitted at hearing by a non-defaulting party. The Respondent is currently not registered as a contractor pursuant to R.I. Gen. Laws § 5-61-1 *et seq.*<sup>4</sup> However, the Board still has jurisdiction in disciplinary proceedings over the Respondent pursuant to R.I. Gen. Laws § 5-65-10(a)(10) and (e) and § 1.9.1 of the Regulation. The Complainant was represented by counsel and rested on the record.

## **II. JURISDICTION**

The administrative hearing was held pursuant to R.I. Gen. Laws § 42-14-1 *et seq.*, R.I. Gen. Laws § 5-65-1 *et seq.*, R.I. Gen. Laws § 42-35-1 *et seq.*, and the Regulation.

## **III. ISSUE**

Whether the Respondent violated R.I. Gen. Laws § 5-65-10 and/or R.I. Gen. Laws § 5-65-3 and/or R.I. Gen. Laws § 5-65-18 when performing work for the Complainant.

## **IV. MATERIAL FACTS AND TESTIMONY**

The Complainant filed a complaint on or about March 9, 2020 stating that she signed various contracts with the Respondent worth \$64,600 which far exceeded the work performed and the Respondent never installed the siding, failed to install doors, and she never was shown receipts of his purchases, etc. In her complaint, the Complainant estimated that she informed the Respondent

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<sup>2</sup> The undersigned hearing officer heard this matter pursuant to R.I. Gen. Laws § 5-65-12. Due to the Covid19 pandemic, the hearing was held by remote video.

<sup>3</sup> Section 1.17 of the Regulation provides as follows:

If any Party to a proceeding fails to answer a complaint, plead, appear at a prehearing conference or hearing or otherwise fails to prosecute or defend an action as provided by these Rules, the Hearing Officer or Board may enter a default judgment against the defaulting Party or take such action based on the pleadings and/or other evidence submitted by the non-defaulting Party as the forum deems appropriate. Challenge to such an order shall be made as a motion for reconsideration per § 1.15.6 of this Part.

<sup>4</sup> Testimony of Matthew Lambert, State Building Code Official, at hearing. This will be discussed further below.

sometime around July 29 to August 2, 2019 to stop working and he stopped sometime at the end of July and first week of August, 2019. Complainant's Exhibit Two (2) (complaint).

The Complainant testified on her behalf. She testified that she had several written contracts with the Respondent, and he overcharged her for labor, costs, and materials. She testified that his work was negligent, and he did not install the bay windows as requested. She testified that there was a contract for the living room and the Respondent claimed there was a leak there; however, later, when she had a home inspector look at the house, there was no leak. She testified that she entered into another contract which ended up just repeating items such as the bay windows, the casements, and doors. She testified that the Respondent took off her exterior doors and never replaced them. She testified she entered into a contract for vinyl siding, and the Respondent took off the siding and claimed it was moldy and mildewed and he could not complete it. She testified the home inspector told her that there was no mildew or mold, and the Respondent never installed the new siding. She testified she paid the Respondent a total of \$64,600. She testified that he kept calling and harassing her. She testified she consulted an attorney, and asked the Respondent to stop work, and was unable to resolve this matter after speaking to the Respondent. She also testified that the Respondent was manipulative, and she had no knowledge of contracts or houses which is why she ended up paying that amount of money and luckily, she was able to have it repaired. Complainant's Exhibit Four (4) (home inspection conducted August 9, 2019 finding no mold, lack of exterior doors, substandard installation of windows, no leak in the living room, amount charged far exceeds work performed).

Matthew Lambert ("Lambert"), State Building Code Official, testified as to his inspection. He testified the Respondent's contracts did not contain the statutorily required mechanic's lien and the Respondent did not pull permits for the windows or doors. He testified the trim and windows were not finished and the wrong windows were installed. His inspection report detailed the following negligent work: front door left exposed, windows not exposed properly, windows not

sized properly, windows not as requested, side and back entry left open with no way to secure residence, no evidence of rot or mold on materials that Respondent upcharged, debris left in yard, and incomplete work. Complainant's Exhibit Three (3) (Lambert's inspection report).

Lambert testified that there were seven (7) prior claims against the Respondent and there also were prior five (5) final violations (e.g. written decisions) against the Respondent of which at least one (1) was for negligent and improper work, breach of contract, and failure to include mechanic's lien and right of rescission in contract.<sup>5</sup> He testified that since this complaint, the Board has received other complaints about Respondent's unregistered activities, but this was the first complaint about unregistered activity. He testified that a notice of violation was issued to the Respondent, but no final order of violation was ever issued by the Board on this matter to the Respondent.

## V. DISCUSSION

### A. **Legislative Intent**

The Rhode Island Supreme Court has consistently held that it effectuates legislative intent by examining a statute in its entirety and giving words their plain and ordinary meaning. *In re Falstaff Brewing Corp.*, 637 A.2d 1047 (R.I. 1994). If a statute is clear and unambiguous, "the Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings." *Oliveira v. Lombardi*, 794 A.2d 453, 457 (R.I. 2002) (citation omitted). The Supreme Court has also established that it will not interpret legislative enactments in a manner that renders them nugatory or that would produce an unreasonable result. See *Defenders of Animals v. DEM*, 553 A.2d 541 (R.I. 1989) (citation omitted). In cases where a statute may contain ambiguous language, the Rhode Island Supreme Court has consistently held that the legislative intent must be considered. *Providence Journal Co. v. Rodgers*, 711 A.2d 1131 (R.I. 1998).

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<sup>5</sup> The record was left open to February 5, 2021 for any further information regarding the Respondent's prior violations, but no further information was submitted.

## **B. 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 (2002). Unless otherwise specified, a preponderance of the evidence is generally required to prevail. *Id.* See *Lyons v. Rhode Island Pub. Employees Council 94*, 559 A.2d 130 (R.I. 1989) (preponderance standard is the “normal” standard in civil cases). 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. *Id.* 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 (R.I. 2006).

## **C. Relevant Statutes**

R.I. Gen. Laws § 5-65-10<sup>6</sup> provides in part as follows:

(a) The board or office may revoke, suspend, or refuse to issue, reinstate, or reissue a certificate of registration if the board or office determines, after notice and opportunity for a hearing:

(1) That the registrant or applicant has violated § 5-65-3.

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(3) That the registrant, licensee, or applicant has engaged in conduct as a contractor that is dishonest or fraudulent that the board finds injurious to the welfare of the public.

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(9) That a registrant has engaged in repeated acts in violation of this chapter and the board's rules and regulations inclusive of substandard workmanship and any misuse of registration.

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(11) That the registrant breached a contract.

(12) That the registrant performed negligent and/or improper work.

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(14) That the registrant has failed to complete a project(s) for construction or willfully failed to comply with the terms of a contract or written warranty.

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<sup>6</sup> This statute was amended effect January 1, 2021 as was R.I. Gen. Laws § 5-65-3. As the activities in this matter took place prior to that date, the references are to the statute in effect at that time; however, there are no substantial differences in the pertinent statutory sections.

(15) That the registrant has misrepresented his or her registration status as valid when the registration was suspended, revoked, invalidated, inactive, or unregistered as required by the board.

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(c)(1) For each first violation of a particular section of this chapter or any rule or regulation promulgated by the board, a fine not to exceed five thousand dollars (\$5,000) may be imposed after a hearing by the board. Provided, further, that the board, at its discretion, may, after a hearing, impose an additional fine up to but not to exceed the face value of the contract or the actual damages caused by the contractor, whichever shall be greater. Where the claim is for actual damages, the board shall require proof satisfactory to the board indicating the damages. Where corrective work is completed as ordered by the board, the fine assessed may be reduced as determined by the board. Fines and decisions on claims or violations, inclusive of monetary awards, can be imposed against registered, as well as contractors required to be registered, by the board.

(2) For each subsequent violation of a particular subsection of this chapter or of a rule or regulation promulgated by the board, a fine not to exceed ten thousand dollars (\$10,000) may be imposed after a hearing by the board. \*\*\*

(3) For the first violation of § 5-65-3, only for nonregistered contractors, a fine of up to five thousand dollars (\$5,000) for a first offense and up to ten thousand dollars (\$10,000) for each subsequent offense shall be imposed.

R.I. Gen. Laws § 5-65-3 provide in part as follows:

Registration for work on a structure required of contractor – Issuance of building permits to unregistered or unlicensed contractors prohibited – Evidence of activity as a contractor – Duties of contractors.

(a) A person shall not undertake, offer to undertake, or submit a bid to do work as a contractor on a structure or arrange to have work done unless that person has a current, valid certificate of registration for all construction work issued by the board.

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(k) A summary of this chapter, prepared by the board and provided at cost to all registered contractors, shall be delivered by the contractor to the owner when the contractor begins work on a structure; failure to comply may result in a fine.

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(m) The contractor must see that permits required by the state building code are secured on behalf of the owner prior to commencing the work involved. \*\*\*

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(p) Contracts entered into must contain notice of right of rescission as stipulated in all pertinent Rhode Island consumer protection laws and/or § 5-65-27, if applicable.

R.I. Gen. Laws § 5-65-18 provides in part as follows:

As applicable to and in accordance with § 5-65-1 et seq., all written contracts entered into between a contractor under this chapter and a property owner must contain a statement that the contractor, subcontractors, or materialpersons may file a lien in accordance with the Rhode Island mechanics' lien law, chapter 28 of title 34. \*\*\*

**D. Whether the Respondent violated R.I. Gen. Laws § 5-65-3 and/or R.I. Gen. Laws § 5-65-10 and/or R.I. Gen. Laws § 5-65-18**

Based on the testimony and exhibits, it was undisputed that the Respondent failed to complete a project, did not complete his contracts with the Complainant, and the work performed was negligent and improper in that the Respondent installed the windows improperly, took off siding and did not replace it, and removed exterior doors and did not replace them, etc. It was undisputed that the Respondent overcharged the Complainant for work, materials, and labor. It was undisputed that the Complainant had to pay another contractor to complete the work. It was undisputed that the Respondent lied to the Complainant when he claimed there was mold and mildew and a leak when there was no mold, mildew, or leak.

The inspection report found that the Respondent violated 1) R.I. Gen. Laws § 5-65-10(a)(3) (dishonest or fraudulent conduct); 2) R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 3) R.I. Gen. Laws § 5-65-10(a)(12) (performed negligent and improper work); 4) R.I. Gen. Laws 5-65-10(a)(14) (failed to complete a project); 5) R.I. Gen. Laws § 5-65-10(a)(15) (working with a with revoked or invalid registration); 6) R.I. Gen. Laws § 5-65-3(m) (failure to secure permits); 7) R.I. Gen. Laws § 5-65-3(a) (bid to do work without valid registration); 8) R.I. Gen. Laws § 5-65-3(p) (not provide right of rescission); 9) R.I. Gen. Laws § 5-65-3(k) (failing to provide chapter summary); and 10) R.I. Gen. Laws § 5-65-18 (failed to have a mechanic's lien in the contract). *Id.* None of those findings were disputed. Complainant's Exhibit Three (3).

Lambert testified that the Respondent's registration was revoked in August, 2019. The undersigned takes administrative notice that the Board records indicate that the Respondent's registration was invalid on August 1, 2019.<sup>7</sup> The Complainant's complaint stated that Respondent

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<sup>7</sup> From the Board website showing Respondent's registration invalid as of August 1, 2019: <http://www.crb.ri.gov/search/contractor-summary.php> (retrieved February 9, 2021).

ceased working at the end of July and the first week of August, 2019. Therefore, it is undisputed the Respondent continued to work despite his registration no longer being valid. He began work in June, 2019 (complaint and investigator report) so at that time he was registered. Thus, he did not violate R.I. Gen. Laws § 5-65-3(a) by soliciting work while unregistered but he did by continuing to work as a contractor when unregistered. It is a violation of R.I. Gen. Laws § 5-65-3(a) to undertake work, offer to undertake work, and/or bid to work as a contractor when not registered. He also violated R.I. Gen. Laws § 5-65-10(a)(15) by working as a contractor when not registered.

R.I. Gen. Laws § 5-65-10(a)(9) provides that it is a violation to engage in repeated acts in violation of the relevant statute and regulation. The statute does not limit the violations to substandard or negligent work but references those kinds of violations as those that are included in violations of the statute or regulation. The Respondent performed negligent and improper work as well as breached a contract and failed to complete a project. He has had five (5) prior violations including at least one for negligent and improper work, breach of contract, and failure to include rescission clause and mechanic's lien in contract. The Respondent has repeated violations of the registration statute which is a violation of R.I. Gen. Laws § 5-65-10(a)(9).

#### **E. Sanctions**

The inspector recommended the following administrative penalties for the following violations: 1) \$1,000 for R.I. Gen. Laws 5-65-10(a)(3) (dishonest or fraudulent conduct); 2) \$500 R.I. Gen. Laws 5-65-10(a)(11) (breach of contract); 3) \$500 R.I. Gen. Laws 5-65-10(a)(12) (performed negligent and improper work); 4) \$250 R.I. Gen. Laws 5-65-10(a)(14) (failure to complete a project); 5) \$2,500 R.I. Gen. Laws 5-65-10(a)(15) (working with revoked or invalid



registration); 6) \$6,960 (administrative penalty of \$500 plus 10% of contract value)<sup>8</sup> for R.I. Gen. Laws 5-65-3(m) (failure to secure permits); 7) \$500 for R.I. Gen. Laws 5-65-3(p) (not provide right of rescission); 8) \$100 for R.I. Gen. Laws 5-65-3(k) (failure to provide chapter summary); 9) and \$500 for R.I. Gen. Laws 5-65-18 (failure to have a mechanic's lien in the contract); and 10) \$500 for R.I. Gen. Laws 5-65-10(a)(3) (bid on work without valid registration). *Id.* None of those findings were disputed. Complainant's Exhibit Three (3).

R.I. Gen. Laws § 5-65-10(c) provides for penalties up to \$5,000 for the first offences. The evidence was this was the Respondent's first offense as an unregistered contractor. It is a violation of R.I. Gen. Laws 5-65-10(a)(15) to work as a contractor without a valid registration. R.I. Gen. Laws § 5-65-3(a) requires the registration of contractors. R.I. Gen. Laws § 5-65-10(a)(1) provides that discipline may be taken for the violation of R.I. Gen. Laws § 5-65-3. Therefore, the undersigned will impose the recommended administrative penalty of \$2,500 for the statutory violation of working without a registration as the Respondent became unregistered during the time he was working on Respondent's house. This does not include the recommended penalty for soliciting work without a valid registration as the Respondent was registered when he began the work for the Complainant.

The inspector recommended a penalty of \$500 for failing to have a mechanic's lien in the contracts, and of \$100 for failing to provide the homeowner with a chapter summary, and of \$500 for failure to have a rescission clause in the contracts. R.I. Gen. Laws § 5-65-10(c) provides that along with an administrative penalty, a penalty not to exceed the face value of the contract may be imposed. The inspector recommended an administrative penalty of \$500 as well as 10% of the total amount of the contracts (\$64,600) as a penalty for failing to secure the required permits. Thus, the

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<sup>8</sup> The total amount of the contracts was for \$64,600. Complainant's Exhibit Four (4) (includes copies of canceled checks from Complainant to Respondent). The inspector's report included a typographical error in adding the \$500 to 10% of the value of the contracts. Ten percent of \$64,600 is \$6,460. \$6,460 plus \$500 equals \$6,960.

penalty would be \$6,960. No reasons were given at hearing that would merit diverging from the inspector's recommended administrative penalties for these statutory violations.

The Respondent's violations of negligent and improper work and breach of contract were not his first violations of those kind of violations. The Respondent has five (5) prior written violation decisions from the Board including for negligent and improper work. The Respondent's work was shoddy (windows, doors), often nonexistent (taking off siding and not putting on new siding), and dangerous (leaving exterior doors off without being able to secure the premises). The Respondent entered into several contracts and repeated the same items in two (2) different contracts and failed to complete the work properly and safely. The Respondent lied to the Complainant about the state of her house in order to obtain an upcharge. Complainant's Exhibit Two (2). His negligent and improper work and failure to complete work led to the Complainant having to hire someone else to complete the work properly. The Respondent has had many previous violations. He made no attempt to mitigate his poor workmanship or his lies when contacted by the Complainant to try to resolve the matter. R.I. Gen. Laws § 5-65-10 provides that an administrative penalty of up to \$5,000 is allowed for each first violation of a "particular subsection of this chapter." For each subsequent violation, a statutory penalty of up to \$10,000 is allowed.

While it is not known what all of the Respondent's previous violations were, he has at least one prior negligent and improper work and one prior breach of contract violation. Thus, those violations are at least his second offense of those particular subsections. The Respondent's breach of contract and negligent and improper work were egregious. *Supra.* Thus, an administrative penalty each of \$10,000 for his negligent and improper work and breach of contract shall be imposed.

It was undisputed that the Respondent lied about the state of Complainant's house and overcharged her for labor and materials and work performed. An administrative penalty of \$5,000 for his first offense for that kind of dishonest or fraudulent conduct is appropriate. The Respondent

has engaged in repeated acts (five (5) prior written decisions) of violations of this chapter including negligent and improper work and breach of contract. An administrative penalty of \$5,000 shall be imposed for repeated acts in violation of statute. The Respondent failed to complete the various projects (doors, windows, siding, etc.) for which he was hired. His work was poor and shoddy and he lied about the reasons for the work being incomplete. A penalty for \$5,000 shall be imposed for his failure to complete the project.

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$45,560 is imposed on the Respondent. This represents as follows: 1) \$2,500 penalty for violating R.I. Gen. Laws § 5-65-10(a)(15); R.I. Gen. Laws § 5-65-10(a)(1); and R.I. Gen. Laws § 5-65-3(a) (unregistered); 2) \$500 penalty for violating R.I. Gen. Laws § 5-65-18 (mechanic's lien); 3) \$100 penalty for violating R.I. Gen. Laws § 5-63-3(k) (failing to provide chapter summary); 4) \$500 penalty for violating R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 5) \$6,960 penalty for violating R.I. Gen. Laws § 5-65-3(m) (failure to secure building permits); 6) \$10,000 penalty violating R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) \$10,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(12) (negligent and improper work); 8) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(14) (failure to complete project); 9) \$5,000 penalty for R.I. Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); and 10) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations).

## **VI. FINDINGS OF FACT**

Based on the foregoing, the undersigned makes the following findings of fact:

1. The Complainant filed a complaint on March 9, 2020 with the Board regarding the work performed by Respondent pursuant to several contracts between the Claimant and the Respondent.
2. The Notice was forwarded to both parties on January 7, 2021.

3. A hearing was scheduled for February 1, 2021 at which time the Respondent did not appear. As the Respondent was adequately notified, the hearing was held with the Complainant resting on the record.

4. Pursuant to Section 1.17 of the Regulation, the Respondent is declared to be in default for failing to appear at the hearing.

5. The facts contained in Sections I, IV, and V are reincorporated by reference herein.

## **VII. CONCLUSIONS OF LAW**

Based on the foregoing, the Respondent violated the following: 1) R.I. Gen. Laws § 5-65-3(a); R.I. Gen. Laws § 5-65-10(a)(1); and R.I. Gen. Laws § 5-65-10(a)(15) (unregistered); 2) R.I. Gen. Laws § 5-65-18 (mechanic's lien); 3) R.I. Gen. Laws § 5-63-3(k) (failure to provide chapter summary); 4) R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 5) R.I. Gen. Laws § 5-65-3(m) (failure to secure building permits); 6) R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) R.I. Gen. Laws § 5-65-10(a)(12) (negligent and improper work); 8) R.I. Gen. Laws § 5-65-10(a)(14) (failure to complete project); 9) R.I. Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); and 10) R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations).

Pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$45,560 is imposed on the Respondent. This represents as follows: 1) \$2,500 penalty for violating R.I. Gen. Laws § 5-65-3(a); R.I. Gen. Laws § 5-65-10(a)(1); and R.I. Gen. Laws § 5-65-10(a)(15) (unregistered); 2) \$500 penalty for violating R.I. Gen. Laws § 5-65-18 (mechanic's lien); 3) \$100 penalty for violating R.I. Gen. Laws § 5-63-3(k) (failure to provide chapter summary); 4) \$500 penalty for violating R.I. Gen. Laws § 5-65-3(p) (failure to include rescission clause); 5) \$6,960 penalty for violating R.I. Gen. Laws § 5-65-3(m) (failure to secure building permits); 6) \$10,000 penalty violating R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract); 7) \$10,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(12) (negligent and improper work); 8) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-

10(a)(14) (failure to complete project); 9) \$5,000 penalty for R.I. Gen. Laws § 5-65-10(a)(3) (dishonest and fraudulent conduct); and 10) \$5,000 penalty for violating R.I. Gen. Laws § 5-65-10(a)(9) (repeated violations).

Administrative penalties are due 20 days from the execution of this decision.<sup>9</sup>

Issued by R.I. Contractors' Registration and Licensing Board.

*/s/ Catherine R. Warren*

Entered: February 17, 2021

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Catherine R. Warren  
Hearing Officer

### **NOTICE OF APPELLATE RIGHTS**

**Pursuant to R.I. Gen. Laws § 5-65-20 and § 1.13.2 of the Regulation, this decision may be appealed to the full Board by requesting an appeal in writing to the Board within twenty (20) days of the date of mailing or issuance of this decision.**

Any appeal shall give the specific reasons why a party believes that the findings of the hearing officer are incorrect, based on testimony or evidence received at the hearing. No new testimony or evidence will be accepted. The Board does not rehear any issues but can only accept argument as to why a wrong decision may have been reached in this case. If an appeal is filed, the parties will be notified of the date, time, and location of the Board's meeting. Either party may appear before the Board to give oral argument. Failure of either party to appear before the Board may result in an adverse decision against the party. If no appeal is filed, payment of the administrative penalties is due within 20 days as stated above.

### **CERTIFICATION**

I hereby certify on this 17th day of February, 2021 that a copy of the within Decision and Notice of Appellate Rights were sent by electronic delivery to and by first class mail, postage prepaid to Robert D'Amico, Esquire, D'Amico-Burchfield, 536 Atwells Avenue, Providence, R.I. 02909 and by first class mail, postage prepaid and certified mail, return receipt requested to Mr. John DaSilva, John DaSilva Home Improvements, 15 Magnolia Street, Bristol, R.I. 02809 and 34 Croade Street, Second Floor, Warren, R.I. 02885 and by electronic delivery to James Cambio, Building Code Commissioner, Donna Costantino, Associate Director, and Matthew Lambert, State Building Code Official, Contractors' Registration and Licensing Board, 560 Jefferson Boulevard, Suite 200, Warwick, R.I. 02886.

/s/ Jenny Shaw

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<sup>9</sup> Payment should be made to Contractors' Registration and Licensing Board at the above address.