

also required Respondents Ham, Inc. and BTTR, LLC to produce lists of ongoing clients and then to provide copies of those ongoing agreements by certain dates. Respondents Ham, Inc. and BTTR, LLC have provided the required documents in a timely manner.

4. Separately, the Emergency Order began an administrative action (the “Administrative Action”) for which a prehearing conference was held on March 16, 2021. At the prehearing conference, it was discussed that the Summary Suspension would be addressed first, and then a case management order for the Administrative Action would be addressed by the parties, detailing the timing of how the case might proceed.
5. On or about March 12, 2021 and several times since, counsel for the Respondents and the SBO (Collectively the “Parties”) engaged in discussions to reach a resolution for both the Summary Suspension and the Administrative Action (a “Global Resolution”).
6. On March 16, 2021, an administrative hearing was held wherein the Parties advised the hearing officer that discussions were underway and that the Parties agreed that the Summary Suspension would last until March 24, 2021, and that a second hearing would be set for March 23, 2021 to address open issues.
7. On multiple subsequent days and dates, the Parties continued their attempts to negotiate a Global Resolution. As of March 24, 2021, no such resolution had been reached.
8. However, as the Summary Suspension was set to expire on March 24, the Parties wished to address the ongoing Departmental concerns about health, welfare and safety by way of imposing conditions that would allow BTTR and Bresette to receive a conditional Contractors Registration for the duration of the Consent Decree.
9. The Parties also identified that should HAM submit a renewal application meeting all the requirements of obtaining a registration, that HAM would also be given a similar conditional Contractors Registration for the duration of the Consent Decree.

AGREEMENT

10. The Respondents wish to operate in full compliance with applicable law and regulations and to rectify and correct the issues identified in the Emergency Order.
11. **Claim Resolution**
Respondents agree to participate in the SBO’s claim process and bargain in good faith.
12. **Authorization and Direct Payment Agreement**
 - a. The Respondents agree to immediately cease and desist from utilizing the “Authorization and Direct Payment Agreement” identified in the Emergency Order.
 - b. Respondents shall revise/restructure its consumer contract to comply with applicable laws and regulations.
13. **Monitoring**
The Respondents agree to implement a comprehensive monitoring system that will review both practices internally and the work completed for the consumers. The purpose of the

monitoring system will be to demonstrate and ensure that the Respondents comply with applicable law and regulations and that the work performed for consumers is scoped and priced appropriately, that it is done properly and in a workmanlike manner, and that it is done in full compliance with applicable building codes.

A. Internal Monitoring

Thomas J. Fay, Esq. (#4964) shall serve as an Internal Monitor with the following responsibilities:

1. Internal Monitor shall report to the SBO (and/or its designee) every two (2) weeks by email beginning Monday, April 5, 2021 with a summary of the pending status of all open customer accounts as of February 22, 2021. That summary shall include:
 - a. Scope of the services to be performed;
 - b. Current status of the services completed to date and those services not yet completed;
 - c. Estimated timeline of when incomplete services are to be completed;
 - d. Whether Respondent has identified any permits that are necessary, and if applicable
 - i. The municipal building permit number obtained for the project
 - ii. Status of municipal inspections
2. Internal Monitor shall report to the SBO (and/or its designee) and the External Monitor every two (2) weeks beginning Monday, April 5, 2021, with a summary of the status of new customer accounts from the time period of this Consent Decree being executed or the last reporting date, whichever is later. The Internal Monitor's report shall include the items identified in A(1)(a-d) above for new customer accounts as well.
3. Internal Monitor shall provide the following information and documentation to the SBO for each new customer retained by HAM, Inc. and/or BTTR, LLC:
 - a. Name and telephone number of Property Owner, address of property where work is to be performed and the nature/scope of services anticipated to be performed; and
 - b. A copy of the contract executed by the customer and contractor.
4. Respondents agree to provide Internal Monitoring for at least twelve (12) months.
5. The SBO and the Respondents mutually agree to a Status Conference on or about April 27, 2021 so as to determine the efficacy of the aforementioned Internal Monitoring plan and whether the Consent Decree should be amended and/or continued. Other periodic status conferences shall be held as determined by the Parties and the Hearing Officer.
6. The period of time for which Internal Monitoring shall be provided may be amended by written agreement of the parties.

B. External Monitoring

- 1) The Parties agreed that Respondents should recommend an External Monitor with expertise in Rhode Island building codes, post-loss reconstruction, construction billing

practices, and extensive construction knowledge. The SBO agrees to consider the proposed External Monitor, and identify objections, if warranted.

- 2) Respondents have proposed John “Jack” Anderson of 116 Winchester Drive, North Scituate, RI 02857 as the External Monitor. Mr. Anderson has been in the construction and reconstruction industry in Rhode Island since the early 1980s. He has provided expert testimony on building related topics in several local judicial forums. He has owned and operated two licensed contractors, including Tech Builders, Inc. (CRLB Registration # GC-1224) and the now defunct Insurance Reconstruction Services, Inc. (former CRLB Registration # GC-1227).
- 3) The SBO does not object to the choice of Mr. Anderson.
- 4) The External Monitor shall receive all of the aforementioned reports from the Internal Monitor (Section A above) and shall be responsible for monitoring and inspecting the work performed by Respondents on both pending and new customer accounts and provide a report. Said reports shall be provided to the SBO (and/or its designee) every two (2) weeks beginning April 19, 2021. Said reports shall include the following:
 - a. An evaluation of the work performed to ensure it is completed properly and in a timely and workmanlike manner;
 - b. An evaluation of the necessity that Permits are required for the work indicated to be performed and ensuring that permits are obtained, and follow-up inspections are scheduled with the respective City/Town building officials;
 - c. An evaluation of estimates/bills submitted by the Respondents to customers and any third-party payors to ensure that the scope of the work identified is appropriate, and that the charges are reasonable in relation to work performed on the property;
 - d. An evaluation of the validity of any customer complaints or punch lists of work left to be performed and the Respondents response to same.
- 5) The expenses of the External Monitor shall be borne solely by the Respondents. All invoices generated by the External Monitor shall first be provided to the SBO’s designee for sign-off. The SBO will then forward the invoice in a timely manner to Respondents for payment. Respondents agree to be jointly and severally responsible for paying the External Monitor invoices that are approved by the SBO as they are received. Non-payment of the monitor within 60-days will constitute a violation of this Consent Decree.
- 6) Respondents agree to provide External Monitoring for a period of twelve (12) months or as amended by further Order of the Hearing Officer.
- 7) The period of time for which Internal Monitoring shall be provided may be amended by written agreement of the parties.

- 8) The SBO and the Respondents mutually agree to a Status Conference on or about April 27, 2021 so as to determine the efficacy of the aforementioned Internal Monitoring plan and whether the Corrective Action Plan should be amended and/or continued. Any other periodic status conferences shall be held as determined by the Parties and the Hearing Officer
 - 9) Separate and apart from the External Monitor, the SBO reserves the right to conduct its own inspections on both pending and new customer accounts and to communicate with municipal building officials regarding the same.
 - 10) If it becomes necessary to appoint a replacement for the external monitor, the parties agree to cooperate and work in good faith to expeditiously identify an appropriate independent third party with the appropriate background and skills (i.e., a construction project manager, retired building inspector, or a professional in the restoration field)
14. **Company Policies**
Respondents shall undertake a review of all other company documents and revise where necessary so as to avoid consumer and third-party payor confusion or miscommunication. Respondents shall also where necessary, retrain company employees in proper documentation preparation and execution.
15. **Michael Bresette/BTTR Registration**
In consideration of the foregoing, the SBO agrees to remove the suspension of Michael Bresette/BTTR, LLC associated with Contractor's Registration # 39902, and conditionally reinstate the Registration for the duration of the Monitoring Agreement. BTTR shall be responsible for complying with all registration and renewal requirements.
16. **HAM Registration**
The Registration of HAM expired on December 31, 2020. To date, no application for renewal has been received by the SBO. In order to renew its Registration, HAM must comply with all renewal requirements. Upon satisfactory completion of all renewal requirements, in consideration of the foregoing, the SBO agrees to issue HAM a conditional Registration for the duration of the Monitoring Agreement. HAM shall be responsible for complying with all registration and renewal requirements and well as the conditions set forth in this Consent Decree.
17. The SBO shall be solely responsible for the enforcement of compliance with the terms of this decree.
18. If at any time during the duration of this Consent Decree the SBO believes that the Respondents have violated its terms, it will promptly notify Respondents in writing. The Parties shall make reasonable efforts to cooperate to resolve any alleged violations.
19. Should the Parties be unable to resolve any alleged violations of statute/regulations or the terms of this Consent Decree, upon notice to the Respondents, the SBO may unilaterally withdraw from this Consent Decree and initiate further enforcement proceedings, including, but not limited to reinstatement of the summary suspension.

- 20. The provisions of this Consent Decree shall be applicable for one (1) year from the date it is executed by the Hearing Officer, or until such time as this Consent Decree is superseded by a subsequent Order.
- 21. This Consent Decree does not impact the Administrative Action that continues between the Parties.

WHEREFORE, the Parties move that an Order be entered adopting the above Consent Decree



For BTIR LLC



Michael Bresette



For HAM Inc.



For Department of Business Regulation

Approved by:

/s/ Catherine Warren

Catherine Warren
Hearing Officer

Date: 3/24/2021

Certificate of Service

The undersigned hereby certifies that the below described document(s) was processed for delivery as listed below.

Document(s) Description: Consent Decree

By E-mail to (Name and E-mail Address on File): John Dean, Esquire: John.Dean@dbr.ri.gov

Matthew Gendron, Esquire: Matthew.Gendron@dbr.ri.gov

Thomas J. Fay, Esquire: thomasjfay1990@gmail.com

William O'Gara, Esquire: wogara@pldolaw.com

Date of Service: March 24, 2021

Electronic Signature: /s/ Jenny Shaw