

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC.

SUPERIOR COURT

(FILED: February 13, 2020)

ROBERT ESTRELLA, as the Executor of the Estate of Armando Damiani and the Executor of the Estate of Lillian Estrella, Plaintiff,

v.

MICHAEL DAMIANI; NAVIGANT CREDIT UNION; STEVEN DAMIANI; RICHARD A. RANONE; and JANNEY MONTGOMERY SCOTT LLC, Defendants.

C.A. No. PC-2017-5227

DECISION

STERN, J. Before the Court are various post-trial motions: Defendants Janney Montgomery Scott LLC (Janney) and Richard A. Ranone’s (Ranone) (collectively, Defendants) Motion to Alter or Amend Judgment pursuant to Super. R. Civ. P. 59(e) (Rule 59(e)), Motion for a New Trial and Alternative Request for Remittitur pursuant to Super. R. Civ. P. 59(a) (Rule 59(a)), and Motion for Judgment as a Matter of Law pursuant to Super. R. Civ. P. 50(b) (Rule 50(b)); Defendant Steven Damiani’s (Steven) Motion to Alter or Amend Judgment pursuant to Rule 59(e), Motion for a New Trial pursuant to Rule 59(a), and Motion for Judgment as a Matter of Law pursuant to Rule 50(b); and Plaintiff Robert Estrella’s (Plaintiff), as the Executor of the Estate of Armando Damiani (Mandy) and the Executor of the Estate of Lillian Estrella (Lillian), Motion to Alter or Amend Judgment pursuant to Rule 59(e) and Motion for Attorney’s Fees and Costs pursuant to G.L. 1956 § 6-13.1-5.2(d). The Court exercises jurisdiction pursuant to G.L. 1956 §§ 9-30-1, 8-2-13, and 8-2-14.

I

Facts and Travel

The facts of this case are fully set forth in this Court's January 9, 2019 decision and incorporated by reference herein. *See Estrella v. Damiani, et al.*, No. PC-2017-5227, Jan. 9, 2019, Stern J. (TRO Dec.). Accordingly, the facts of this case will be set forth only to the extent necessary to resolve the present motions.

Following a five-day jury trial, a verdict returned for the Plaintiff on March 12, 2019, finding that 1) Mandy intended to open an account with Janney, Am. Verdict Form (question 1); 2) Mandy did not intend to designate Steven as the transfer-on-death (TOD) beneficiary on the TOD-1 or the TOD-2, Am. Verdict Form (question 2); and 3) awarding compensatory and punitive damages to Mandy's Estate and Lillian's Estate on various claims, Am. Verdict Form (questions 3-10). Thereafter, on June 7, 2019, this Court entered a declaratory judgment finding that Mandy properly opened a TOD account with Janney (the Janney Account), that both TODs designating Steven as the beneficiary were invalid and unenforceable, and that therefore certain disputed funds (Disputed Funds) belonged to Mandy's Estate (the Declaratory Judgment). *See Estrella v. Damiani, et al.*, No. PC-2017-5227, June 7, 2019, Stern, J. (Decl. J. Dec.). On July 17, 2019, judgment entered, awarding \$2,241,909.46 in compensatory damages and \$2,241,909.46 in punitive damages to the Plaintiff, along with statutory interest (the Judgment).

The parties timely filed post-trial motions which were accompanied by memoranda. The parties also filed objections and reply memoranda. On December 16, 2019, the Court heard from both parties. After considering the written and oral arguments, the Court now decides the post-trial motions.

II

Analysis

A

Motion to Alter or Amend Judgment

1

Standard of Review

It is well settled that “[a] trial justice may review his or her own decision after a nonjury trial in a civil matter ‘only if [he or she] found a manifest error of law in the judgment entered or if there was newly discovered evidence but unavailable at the original trial and sufficiently important to warrant a new trial.’” *Bogosian v. Bederman*, 823 A.2d 1117, 1119 (R.I. 2003) (quoting *American Federation of Teachers Local 2012 v. Rhode Island Board of Regents for Education*, 477 A.2d 104, 105-06 (R.I. 1984)). “[A] manifest error of law in a judgment would be one that is apparent, blatant, conspicuous, clearly evident, and easily discernible from a reading of the judgment document itself.” *American Federation of Teachers Local 2012*, 477 A.2d at 106. In this case, the Judgment was entered based on the jury’s Amended Verdict Form and the Court’s Declaratory Judgment. Accordingly, this Court can consider the cross-motions to alter or amend the Judgment based on its Declaratory Judgment, which was rendered without the jury.

2

Plaintiff’s Motion to Alter or Amend Judgment

Plaintiff moves to alter or amend the Declaratory Judgment, arguing that it is inconsistent with the evidence and fails to do substantial justice between the parties. Specifically, Plaintiff asserts the jury necessarily concluded that Lillian was Mandy’s intended beneficiary and that but

for the Defendants' wrongdoing, Lillian would have been designated as the TOD beneficiary on the Janney Account. Accordingly, Plaintiff seeks amendment of the Judgment to find that the Disputed Funds belong to Lillian's Estate. Defendants object, arguing that the jury did not make a finding that the Disputed Funds belonged to Lillian's Estate and that the Plaintiff improperly speculates what the jury may have found on questions it was not asked.

This Court's Declaratory Judgment finding that the Disputed Funds were part of Mandy's Estate was informed by the jury's findings that Mandy intended to open the Janney Account and did not intend to designate Steven as the TOD beneficiary. *See* Am. Verdict Form (questions 1-2). The jury was not asked whether Lillian was the intended TOD beneficiary, and this Court will not infer jury findings where none were made. *See Jolicoeur Furniture Co., Inc. v. Baldelli*, 653 A.2d 740, 754 (R.I. 1995) (reversing trial justice's decision to amend judgment where trial justice assumed the jury made certain conclusions, but those conclusions were not discernable from the verdict). Accordingly, the Court finds that there is no manifest error that would warrant alteration or amendment of the Judgment, and Plaintiff's Motion to Alter or Amend Judgment is denied.

3

Defendants' Motions to Alter or Amend Judgment

Defendants also move to alter or amend the Judgment, arguing that the compensatory damages awarded by the jury are not based on the evidence; the damages awarded to Lillian must be vacated because the Court adjudged that the Disputed Funds were not assets of Lillian's Estate; and the punitive damages awarded in the absence of compensatory damages are not supported by evidence and/or are patently excessive. Plaintiff objects, arguing that the jury's

findings as to liability should not be disturbed because the jury scrutinized each claim and was not confused as to liability.¹

a

Conversion

Defendants first argue that neither Lillian's Estate nor Mandy's Estate had a claim for conversion. First, Defendants assert that Lillian's Estate could not meet the element of conversion requiring Lillian to be in possession or entitled to possession of the Disputed Funds because the Disputed Funds were not part of Lillian's Estate. To prevail on a claim for conversion, a plaintiff "must establish that [he or] she was in possession of the personalty, or entitled to possession of the personalty, at the time of the conversion." *Montecalvo v. Mandarelli*, 682 A.2d 918, 928 (R.I. 1996). Here, the Judgment states that "the Disputed Funds are an asset of Mandy's estate." J. 2. Accordingly, the jury's finding for Lillian's Estate on the conversion claim is clearly erroneous from the face of the Judgment because Lillian's Estate was never in possession of, or entitled to possession of, the Disputed Funds.

Defendants next assert that Mandy's Estate could not meet the element of conversion requiring that another exercised dominion and control inconsistent with Mandy's right to possession because Ranone held the funds as an agent of Mandy and did not have possession of the Disputed Funds without Mandy's consent. While it is true that "the gravamen of an action for conversion lies in the defendant's taking the plaintiff's personalty without consent and exercising dominion over it inconsistent with the plaintiff's right to possession," *Narragansett*

¹ Plaintiff also objects based on his own Motion to Alter or Amend Judgment to reflect that the Disputed Funds belong to Lillian's Estate. However, the Court has already found against Plaintiff on his motion and therefore need not address this argument as part of Plaintiff's objection.

Electric Co. v. Carbone, 898 A.2d 87, 97 (R.I. 2006), nothing in the Judgment reflects that Ranone was an agent of Mandy's and held the Disputed Funds with Mandy's consent.

Moreover, the Court's Declaratory Judgment specifically found that both the TOD-1 and the TOD-2 were void. As to the TOD-1, the Court found that Ranone's testimony of an alleged phone call with Mandy on February 1, 2016—"whereby Mandy instructed Ranone to insert Steven's name into the blank space on the TOD-1," Decl. J. Dec. at 9—was not credible and that Ranone violated Janney policy by allowing Mandy to sign the blank TOD-1 without a notary present. *Id.* at 10. Furthermore, the Court relied on the jury's finding that Mandy did not intend to designate Steven as his TOD-1 beneficiary. *Id.* (citing Am. Verdict Form (question 2)). As to the TOD-2, the Court found it to be void and unenforceable due to undue influence. *See id.* at 10-15. The Court based this finding on the relationship of trust and confidence between Mandy and Ranone, Mandy's reduced physical and mental state which rendered him susceptible to undue influence, and circumstantial evidence of Ranone pressuring Mandy to sign the TOD-2. *See id.* Because the Court found that both the TOD-1 and the TOD-2 were void, the March 2016 statement of Steven's Janney account—showing that Steven received \$1,566,909.46—supports a finding that Steven and Ranone converted an asset of Mandy's Estate. *See* Pl.'s Ex. 49; *see also* J. 2.

Based on the foregoing, the Court alters the Judgment to vacate the finding for Lillian's Estate on the claim of conversion. The finding for Mandy's Estate on the claim of conversion shall stand against Steven and Ranone, and Mandy's Estate shall be awarded compensatory damages in the amount of \$1,566,909.46 from Steven and Ranone. The jury was given the opportunity to award Mandy's Estate punitive damages on the conversion claim, but explicitly chose not to do so by awarding \$0 in punitive damages against both Steven and Ranone, *see* Am.

Verdict Form (question 10), and accordingly, no punitive damages are awarded to Mandy's Estate on the conversion claim. The Court strikes from the Judgment the punitive damages award for Lillian's Estate against Steven because punitive damages are appropriate only when a party has been awarded compensatory damages. *See Cady v. IMC Mortgage Co.*, 862 A.2d 202, 220 (R.I. 2004) (affirming the trial justice's decision to strike punitive damages where no compensatory damages were awarded because "punitive damages should be awarded only where 'defendant's conduct requires deterrence and punishment *over and above* that provided in an award of compensatory damages'" (quoting *Palmisano v. Toth*, 624 A.2d 314, 318 (R.I. 1993))).²

² Many other jurisdictions have also recognized that an award of punitive damages may not be made in the absence of an award of actual damages. *See Kforce, Inc. v. Surrex Solutions Corp.*, 436 F.3d 981, 985 n.3 (8th Cir. 2006) (noting that "Missouri follows the general rule that no punitive damages can be awarded absent an award of actual or nominal damages" (quoting *Williams v. Williams*, 99 S.W.3d 552, 556 (Mo. Ct. App. 2003))); *Gillogly v. General Electric Capital Assurance Co.*, 430 F.3d 1284, 1293-94 (10th Cir. 2005) (finding that as a matter of law because insured could not prove insurer was liable for acting in bad faith, insured could not show actual damages and, therefore, was not entitled to punitive damages) (applying Oklahoma law); *Harley-Davidson Motor Co., Inc. v. PowerSports, Inc.*, 319 F.3d 973, 988 (7th Cir. 2003) (finding that a plaintiff seeking rescission and restitution would not be entitled to punitive damages because actual damages are required to recover punitive damages); *Medical Laboratory Management Consultants v. American Broadcasting Companies, Inc.*, 306 F.3d 806, 826 (9th Cir. 2002) (affirming summary judgment on plaintiff's punitive damages claims where plaintiff was not entitled to actual damages because a plaintiff "must be entitled to actual damages before being entitled to punitive damages" (quoting *Wyatt v. Wehmuller*, 806 P.2d 870, 874 (Ariz. 1991))) (applying Arizona law); *Vescio v. Merchants Bank*, 272 B.R. 413, 440 (D. Vt. 2001) (finding that plaintiffs' failure to show actual damages precluded an award of punitive damages because "[a]ctual damages . . . are required for the imposition of punitive damages") (applying Vermont law); *Carter v. Progressive Mountain Insurance*, 761 S.E.2d 261, 264 (Ga. 2014) (finding that "punitive damages *must* arise from and be based upon a compensable injury," must attach to a valid claim and, therefore, "[p]unitive damages may not be recovered where there is no entitlement to compensatory damages"); *Zemero Corp. v. Hall*, 831 A.2d 413, 416 (Me. 2003) (vacating judgment for punitive damages because compensatory damages were not awarded and—despite there being evidence to support a punitive damages award—"punitive damages are impermissible absent an award of compensatory damages"); *Wendt v. University of Kansas Medical Center*, 59 P.3d 325, 335-36 (Kan. 2002) (affirming trial court's post-trial ruling that actual damages are essential to the recovery of punitive damages, and therefore, a plaintiff was not entitled to punitive damages because the jury rejected all of his claims and he was awarded no actual damages). Moreover, the United States Supreme Court has heavily relied on the

Here, based on the Court's amendment to the Judgment, Lillian's Estate has been awarded no compensatory damages and is therefore not entitled to punitive damages.

b

Tortious Interference with Inheritance

Defendants next argue that the judgment for Lillian's Estate on the claim for tortious interference with inheritance must be altered or amended because the Court decided that the Disputed Funds were not assets of Lillian's Estate. Plaintiff—in his Omnibus Opposition to Defendants' Post-Judgment Motions—properly concedes that the viability of the claim of Lillian's Estate for tortious interference with inheritance turns on whether the Disputed Funds were an asset of Lillian's Estate.³ Having already concluded that the Court's Declaratory Judgment determination regarding ownership of the Disputed Funds is not subject to alteration or amendment, the Court alters the Judgment to vacate the finding for Lillian's Estate on the claim of tortious interference with inheritance because the Disputed Funds are not an asset of Lillian's Estate. The Court strikes from the Judgment the punitive damages award against Ranone and Janney because punitive damages are appropriate only when a party has been awarded compensatory damages. *See Cady*, 862 A.2d at 220. Here, based on the Court's amendment to the Judgment, Lillian's Estate has been awarded no compensatory damages and is therefore not entitled to punitive damages.

existence and amount of a compensatory damages award to determine the constitutionality of a punitive damages award. *See BMW of North America, Inc. v. Gore*, 517 U.S. 559, 580-83 (1996) (analyzing whether an award of punitive damages violated constitutional due process and relying on the imposition of compensatory damages as a predicate for the evaluation of the constitutionality of punitive damages).

³ Tortious interference with inheritance under Rhode Island law was first recognized in *Americans United for Life v. The Legion of Christ of North America, Inc.*, No. PC-2016-2900, 2017 WL 119569, at *7 (R.I. Super. Jan. 4, 2017) and requires the plaintiff to establish that he or she would otherwise have received the inheritance or gift.

Exploitation of Elder

Defendants assert that Lillian's Estate could not meet the elements of the claim for exploitation of elder because the Disputed Funds are not an asset of Lillian's Estate and therefore Lillian's Estate could not prove that the Defendants obtained or used an elder person's assets. Plaintiff argues that ownership is not an element of the claim for exploitation of elder and therefore the judgment in favor of Lillian's Estate should stand.

Section 11-68-2(a)(2) of the Rhode Island General Laws prohibits the exploitation of elders and imposes liability where one “[k]nowingly, by deception or intimidation, obtains or uses, endeavors to obtain or use, or conspires with another to obtain or use an elder person's funds, assets, or property with the intent to temporarily or permanently deprive the elder person of the use, benefit, or possession of the funds” Accordingly, the Court instructed the jury that to prevail, the Plaintiff must prove that the Defendant(s) knowingly obtains or uses, or endeavors to obtain or use, an elder person's funds, assets, or property. *See* Jury Instr. 21. This instruction necessarily indicates that the Plaintiff must have proven an ownership—or future interest in—the Disputed Funds to prevail on the claim for exploitation of elder. Although Plaintiff attempts to construe this Court's previous holding—“that the commission of the crime of exploitation cannot possibl[y] turn on when a property interest transfers[,]” TRO Dec. at 17—as support for the contention that ownership is not an element of the claim for exploitation of elder, this argument is of no moment. The TRO Decision found that § 11-68-2(a)(2) can be violated even when the elder person's interest in the assets will not ripen until some future time. *See id.* However, the elder person must still prove that he or she has or had an interest that was presently viable or capable of perfection upon some future event. Here, the Court found that

Lillian's Estate had no interest in the Disputed Funds and that those assets belong to Mandy's Estate. *See* Decl. J. Dec. at 15.

Accordingly, the Court alters the Judgment to vacate the finding for Lillian's Estate on the claim of exploitation of elder because the Disputed Funds are not an asset of Lillian's Estate. The Court strikes from the Judgment the punitive damages award against Ranone and Janney because punitive damages are appropriate only when a party has been awarded compensatory damages. *See Cady*, 862 A.2d at 220. Here, based on the Court's amendment to the Judgment, Lillian's Estate has been awarded no compensatory damages and is therefore not entitled to punitive damages.

Defendants further argue that the finding for Mandy's Estate on the claim of exploitation of elder must also be vacated because the verdict was in favor of both Lillian's Estate and Mandy's Estate without differentiation, and the compensatory damages awarded are not supported by legally competent evidence. The Plaintiff concedes that he is only seeking \$1,566,909.46 in compensatory damages, which the Court finds was properly awarded on the conversion count and is supported by the March 2016 statement of Steven's Janney account after it received the transfer of the Disputed Funds from Mandy's Janney Account. Accordingly, this Court amends the Judgment to find for Mandy against Ranone on the exploitation of elder count, and no compensatory damages are awarded.

d

Obtaining Money Under False Pretenses

As with the preceding claims, Defendants assert that the Judgment must be altered or amended to vacate the finding for Lillian's Estate on the claim of obtaining money under false pretenses because Lillian's Estate did not have any present right to the Disputed Funds, and

therefore, no property of Lillian's Estate could have been obtained by false pretenses. Plaintiff argues that to prevail on the claim of obtaining money under false pretenses, Lillian's Estate need not have an interest in the Disputed Funds.

The crime of obtaining money under false pretenses “is complete when the defendant intentionally uses false pretenses to induce another to alter or terminate any of that person's *rights or powers concerning the money or property* with the intent to cheat or defraud that person.” *State v. Letts*, 986 A.2d 1006, 1011 (R.I. 2010) (quoting *State v. Fiorenzano*, 690 A.2d 857, 859 (R.I. 1997) (emphasis added)). As such, in order to prevail, Lillian's Estate must have proved it had an ownership right to the Disputed Funds. Because the Court found that Lillian's Estate had no interest in the Disputed Funds and that those assets belong to Mandy's Estate, the portion of the Judgment finding for Lillian's Estate on the claim of obtaining money under false pretenses is vacated. Moreover, the Court strikes from the Judgment the punitive damages award against Ranone and Janney because punitive damages are appropriate only when a party has been awarded compensatory damages. *See Cady*, 862 A.2d at 220. Here, based on the Court's amendment to the Judgment, Lillian's Estate has been awarded no compensatory damages and is therefore not entitled to punitive damages.

Also, as with the preceding claim, Defendants argue that the finding for Mandy's Estate on the claim of obtaining money under false pretenses must be vacated because the verdict was in favor of both Lillian's Estate and Mandy's Estate without differentiation, and the compensatory damages awarded are not supported by legally competent evidence. The Plaintiff concedes that he is seeking only \$1,566,909.46 in compensatory damages, which the Court finds was properly awarded on the conversion count and is supported by the March 2016 statement of Steven's Janney account after it received the transfer of the Disputed Funds from Mandy's

Janney Account. Accordingly, the Judgment is amended to find for Mandy against Steven and Ranone on the count of obtaining money under false pretenses, and no compensatory damages are awarded.

e

Breach of Fiduciary Duty

Defendants argue that the jury's award of \$50,000 in compensatory damages for Mandy against Ranone for breach of fiduciary duty is not supported by legally competent evidence. The Plaintiff concedes that he is seeking only \$1,566,909.46 in compensatory damages, which the Court finds was properly awarded on the conversion count and is supported by the March 2016 statement of Steven's Janney account after it received the transfer of the Disputed Funds from Mandy's Janney Account. Accordingly, the Court alters the Judgment to delete the \$50,000 in compensatory damages. Moreover, the Court strikes from the Judgment the punitive damages award against Ranone because punitive damages are appropriate only when a party has been awarded compensatory damages. *See Cady*, 862 A.2d at 220. Here, based on the Court's amendment to the Judgment, Mandy's Estate has been awarded no compensatory damages on this count and is therefore not entitled to punitive damages.

f

Deceptive Trade Practices

Lastly, Defendants argue that the jury's award of \$50,000 in compensatory damages to Mandy on the Deceptive Trade Practices Act (DTPA) count is not supported by legally competent evidence. Defendants contend that the Judgment must be amended to award Mandy only the statutorily prescribed minimum damages—two hundred dollars. Plaintiff concedes that the total compensatory damages amount he seeks was properly awarded on the conversion count,

and accordingly, the Court alters the Judgment to award Mandy two hundred dollars in compensatory damages. *See* § 6-13.1-5.2(a) (providing that under the DTPA the minimum recovery—in the absence of actual damages—is two hundred dollars).

Defendants further argue that the amount of punitive damages awarded must be reduced because \$50,000 in punitive damages is excessive where compensatory damages are two hundred dollars. Plaintiff argues that the punitive damages award should stand because the amount of punitive damages was left to the jury's discretion, and the Court should not amend the amount of punitive damages based on its ratio to compensatory damages.

Our Supreme Court has “reduced punitive damages found to be excessive in light of the amount awarded in compensatory damages.” *Cady*, 862 A.2d at 220. In *Reccko v. Criss Cadillac Co., Inc.*, the plaintiff brought a deceit action against a car dealership alleging the dealership falsely represented the condition of the car. 610 A.2d 542, 544 (R.I. 1992). The plaintiff was awarded \$261.35 in compensatory damages and \$50,000 in punitive damages. *Id.* In reducing the punitive damages award to \$25,000, our Supreme Court found that the \$50,000 punitive damages award was grossly excessive. *Id.* at 546. Here too, the Court finds that a punitive damages award of \$50,000 when only two hundred dollars was awarded in compensatory damages is grossly excessive. Accordingly, the punitive damages award for Mandy against Ranone shall be reduced to \$25,000.

B

Motion for Judgment as a Matter of Law

1

Standard of Review

Pursuant to Rule 50(b), “when a motion for judgment as a matter of law is made at the close of all evidence and is denied, ‘[s]uch a motion may be renewed by service and filing not later than 10 days after entry of judgment.’” *Skaling v. Aetna Insurance Co.*, 742 A.2d 282, 287 (R.I. 1999) (quoting Rule 50(b)). In passing on a renewed motion for judgment as matter of law

“the trial court ‘must consider the evidence in the light most favorable to the party against whom the motion is made without weighing the evidence or considering the credibility of the witnesses and extract from that record only those reasonable inferences that support the position of the party opposing the motion.’” *Grant v. Briskin*, 603 A.2d 324, 327 (R.I. 1992) (quoting *Evans v. Liguori*, 118 R.I. 389, 394, 374 A.2d 774, 776 (1977)).

The rule also provides that if the jury returned a verdict, “the court may, in disposing of the renewed motion, allow the judgment to stand or may reopen the judgment and either order a new trial or direct the entry of judgment as a matter of law.” Rule 50(b)

2

FINRA Arbitration

Defendants Ranone and Janney move for judgment as a matter of law that the claims of Mandy’s Estate against Ranone must be compelled to the Financial Industry Regulatory Authority’s (FINRA) arbitration forum. In support, Defendants assert that because the Court found that Mandy properly opened the Janney Account, *see* Decl. J. Dec. at 7–8, Mandy agreed to and is bound by the terms of the 2016 Janney Client Agreement (2016 Agreement), which

compels the parties to pre-dispute arbitration. *See* Pl.’s Ex. 5.⁴ Defendants argue that Mandy, Ranone, and Janney are all parties to the 2016 Agreement, and that the claims advanced by Mandy’s Estate are covered by the arbitration clause because they stem from account activity.

Plaintiff objects, arguing that only the claims against Janney are arbitrable because the language of the 2016 Agreement does not compel arbitration of claims against Janney’s financial advisor employees such as Ranone. In support, Plaintiff relies on a decision issued by Justice Silverstein on May 1, 2018, denying the Defendants’ motion to compel arbitration under the 2009 Janney Client Agreement (2009 Agreement). Plaintiff argues that this earlier ruling constitutes the law of the case because the language of the 2009 and 2016 Agreements are nearly identical. Accordingly, Plaintiff argues that Justice Silverstein’s prior ruling precludes the Defendants from now seeking to compel the claims to arbitration under the 2016 Agreement. Plaintiff also argues that the Defendants cannot seek to compel arbitration under the 2016 Agreement because they waived the issue by abandoning their first motion to compel arbitration.

i

Law of the Case

“The law of the case doctrine provides that, after a judge has decided an interlocutory matter in a pending suit, a second judge, confronted at a later stage of the suit with the same question in the identical manner, should refrain from disturbing the first ruling.” *Felkner v. Rhode Island College.*, 203 A.3d 433, 445 (R.I. 2019) (quoting *Quillen v. Macera*, 160 A.3d 1006, 1012-13 (R.I. 2017)). However, “[a]ctual decision of an issue is required to establish law of the case.” 18B Wright & Miller, *Federal Practice and Procedure: Juris.* § 4478 at 678

⁴ Specifically, the 2016 Agreement provides that “[a]ny controversy between Janney and you arising out of Janney’s business, the Agreement or any of your accounts with Janney, shall be submitted to arbitration conducted under the terms of the Code of Arbitration Procedure of FINRA.”

(2019). Here, Justice Silverstein’s ruling on the motion to compel arbitration under the 2009 Agreement does not constitute law of the case regarding the availability of compelling arbitration under the 2016 Agreement because the motion to compel arbitration under the 2016 Agreement was never actually ruled on. *See Lindquist v. City of Pasadena Texas*, 669 F.3d 225, 238-39 (5th Cir. 2012) (describing the law of the case doctrine as applying “only to [those] issues that were actually decided, rather than all questions in the case that might have been decided, but were not”).

ii

Waiver

Although the law of the case doctrine does not foreclose the Defendants from seeking to compel the claims against Ranone to arbitration under the 2016 Agreement, a related doctrine does bar consideration of this claim. “[W]aiver is the voluntary, intentional relinquishment of a known right. It results from action or nonaction” *Sturbridge Home Builders, Inc. v. Downing Seaport, Inc.*, 890 A.2d 58, 65 (R.I. 2005) (quoting *Lajayi v. Fafiyebi*, 860 A.2d 680, 687 (R.I. 2004)). Here, the Court finds—based on an exhaustive review of the record and case events⁵—that the Defendants waived the issue of arbitration under the 2016 Agreement based on 1) the raise-or-waive rule; and 2) waiver of arbitration.

a

Review of Record and Case Events

On December 21, 2017, Defendants Ranone and Janney filed motions to dismiss and compel Plaintiff’s claims to arbitration under the 2016 Agreement. Docket # 178–179. A month later, an omnibus form was filed for a “Motion to Dismiss under Rule 12,” and the court

⁵ For purposes of reference, the Court has numbered the docket sheet, which is attached hereto as **Exhibit A**. All citations to the docket are styled as: “Docket # ____.”

scheduled a hearing for February 8, 2018 on the arbitrability of the claims under the 2016 Agreement. *Id.* at 155; *see also id.* at 258. Thereafter, Plaintiff filed its opposition to the motion to compel arbitration under the 2016 Agreement and requested discovery and an evidentiary hearing.⁶ *Id.* at 153. The court heard the Defendants' motion to compel arbitration under the 2016 Agreement on February 8, 2018, *id.* at 258, and scheduled evidentiary hearings on the motion for April 25, 2018 through May 1, 2018. *See id.* at 251-252; 254-256.

Meanwhile, while the parties were engaged in discovery and preparation for the evidentiary hearings, the 2009 Agreement was found, and on April 2, 2018, the Defendants filed a second motion to compel arbitration under the 2009 Agreement. *Id.* at 147-148. Approximately one week later, Plaintiff filed an objection and memorandum in opposition, requesting that the court deny the second motion to compel and/or schedule an evidentiary hearing and proceed with the previously scheduled evidentiary hearing on the 2016 Agreement. *Id.* at 146. The Defendants filed a reply memorandum arguing that the Plaintiff was not entitled to an evidentiary hearing on the 2009 Agreement. *Id.* at 143. The court heard the motion to compel arbitration under the 2009 Agreement on April 17, 2018. *Id.* at 257. The evidentiary hearings on the 2016 Agreement scheduled for April 25, 2018 through May 1, 2018 were passed by agreement of the parties. *See id.* at 251-252; 254-256. On May 14, 2018, an order entered on the second motion to compel arbitration under the 2009 Agreement, which granted the motion to compel with respect to claims against Janney but denied the motion to compel with respect to claims against Ranone. *See id.* at 138. The first motion to compel arbitration under the 2016

⁶ Plaintiff based this request on *Baker v. Pawtucket Skilled Nursing and Rehabilitation, LLC*, C.A. No. PC-2015-0181, 2016 WL 4410002 (R.I. Super. Aug. 16, 2016), asserting that there was substantial evidence that the 2016 Agreement was procured by unconscionable means, and accordingly, an evidentiary hearing was required to determine how it was procured.

Agreement was never brought forward again; no omnibus form was filed, and no hearing was ever scheduled. *See generally id.*

b

Raise-or-Waive Rule

“The raise-or-waive rule is a fundamental rule in this state that is ‘staunchly adhered to’ by [our Supreme] Court.” *Gallop v. Adult Correctional Institutions*, 218 A.3d 543, 550 (R.I. 2019) (quoting *Cusick v. Cusick*, 210 A.3d 1199, 1203 (R.I. 2019)). The raise-or-waive rule precludes a litigant from raising an objection or advancing a new theory if it was not first properly raised. *See Cusick*, 210 A.3d at 1203. Here, the issue of arbitration under the 2016 Agreement was waived by the Defendants because the evidentiary hearing on the motion was passed by agreement of the parties, never rescheduled, and the issue was never raised again until the instant post-trial motion. As such, the Defendants’ motion was waived. *See Trojan v. Trojan*, 208 A.3d 221, 231-32 (R.I. 2019) (applying the raise-or-waive rule where the trial justice declined to rule on motion for temporary allowances and retroactive child support, and the defendant failed to raise the issue again at subsequent hearings); *see also Heneault v. Lantini*, 213 A.3d 410, 415-16 (R.I. 2019) (applying the raise-or-waive rule where the trial justice correctly denied defendants’ motion to dismiss based on the economic loss doctrine as untimely and the defendants failed to raise the economic loss doctrine argument again until the post-trial hearings).⁷

⁷ The Court also finds that the Defendants do not meet the exception to the raise-or-waive rule where basic constitutional rights are involved. *See In re Miguel A.*, 990 A.2d 1216, 1223 (R.I. 2010).

Waiver of Arbitration

The Court also finds that the Defendants waived their right to arbitration under the 2016 Agreement. Arbitration “can be waived when a party ‘manifest[s] a willingness, if not a desire, to have the courts resolve the controversy.’” *See Newman v. Valleywood Associates, Inc.*, 874 A.2d 1286, 1289 (R.I. 2005) (quoting *North Smithfield Teachers Association v. North Smithfield School Committee*, 461 A.2d 930, 934 (R.I. 1983)). Here, the Defendants willingly proceeded to a trial on the merits and accordingly waived the issue of whether the 2016 Agreement compels the claims against Ranone to FINRA arbitration. *See id.*; *see also Caribbean Insurance Services, Inc. v. American Bankers Life Assurance Co. of Florida*, 715 F.2d 17, 20 (1st Cir. 1983) (finding arbitration waived where a party willingly submitted the dispute to a trial on the merits).

3

Standing

Defendants Janney and Ranone also renew their motion for judgment as a matter of law that all the claims of Lillian’s Estate must be dismissed because the Disputed Funds were found to be the assets of Mandy’s Estate. The Court has already addressed this argument through its decision on the Defendants’ Motion to Alter or Amend Judgment and has vacated the Judgments in favor of Lillian’s Estate.

4

Conversion

Steven also argues that his liability for conversion of the Disputed Funds must fail because the Plaintiff failed to demonstrate that Ranone possessed the Disputed Funds inconsistent with Mandy’s rights. Steven argues that Ranone took possession of the Disputed

Funds pursuant to the 2016 Agreement and Steven then took possession pursuant to the TODs. Accordingly, Steven contends that, under Rhode Island law, no cause of action for conversion exists if the parties enter into an agreement whereby one takes possession of the property of another.

Our Supreme Court has recognized a distinction between contract and tort actions and has held that if a plaintiff cannot “demonstrate an ownership or possessory interest in the property at the time of the conversion,” its only remedy may be in contract. *See DeChristofaro v. Machala*, 685 A.2d 258, 263 (R.I. 1996) (holding that owners of home failed to establish that they had ownership interest in the building materials and hardware and accordingly could not establish a conversion claim). Here, Plaintiff has not attempted “to characterize a mere breach of contract as a conversion.” *Id.* at 264. Rather, the Plaintiff has demonstrated that Mandy’s Estate was the owner of the Disputed Funds at the time it was converted, and therefore, Plaintiff’s claim for conversion is not barred.

Based on the foregoing, Ranone and Janney’s renewed motion for judgment as a matter of law is denied. Furthermore, Steven’s renewed motion for judgment as a matter of law is likewise denied.

C

Motion for New Trial

Defendants also move for a new trial arguing jury confusion, prejudice, speculation, and/or that the amount of damages awarded is not supported by the evidence. Defendants also argue that the Court committed an error of law in prohibiting the Defendants from examining Plaintiff’s distributions from Lillian’s Estate.

Standard of Review

Pursuant to Rule 59(a), “[a] new trial may be granted to all or any of the parties and on all or part of the issues for error of law occurring at the trial or for any of the reasons for which new trials have heretofore been granted in the courts of this state.” Our Supreme Court has explained that

“[i]n considering a motion for a new trial, the trial justice sits as a super juror and is required to make an independent appraisal of the evidence in light of his or her charge to the jury. If, after conducting this analysis, the trial justice concludes that the evidence is evenly balanced or that reasonable minds could differ on the verdict, she or he should not disturb the jury’s decision.” *Letizio v. Ritacco*, 204 A.3d 597, 602 (R.I. 2019) (internal citations and quotation marks omitted).

When passing on a new trial motion, “the trial justice need not perform an exhaustive analysis of the evidence” *Reccko*, 610 A.2d at 545. Rather, the trial justice must “refer with some specificity to the facts which prompted him or her to make the decision,” *id.*, and our Supreme Court will afford great weight to that decision. *See Oliveira v. Jacobson*, 846 A.2d 822, 826 (R.I. 2004) (holding that a trial justice’s decision on a new trial motion will not be disturbed unless it is clearly wrong, overlooks, or misconceives material and relevant evidence).

Review of the Evidence

The Court finds that there was sufficient evidence to sustain the jury’s verdict in favor of Mandy for his claims of conversion, exploitation of an elder, obtaining money under false pretenses, breach of fiduciary duty, and deceptive trade practices. The jury’s finding—that Mandy intended to open the Janney Account but did not intend to designate Steven as the TOD

beneficiary on either TOD—supports the jury’s finding for Mandy on every count as well as this Court’s Declaratory Judgment that the Disputed Funds belong to Mandy’s Estate.

i

The TOD-1

As this Court has already explained in its Declaratory Judgment Decision,

“The only evidence presented at trial respecting Mandy’s naming of a beneficiary came from Ranone’s testimony of a phone call he claims to have had with Mandy on February 1, 2016, whereby Mandy instructed Ranone to insert Steven’s name into the blank space on the TOD-1. Trial Tr. 81:6-12, Day 1. However, Ranone admitted he did not contemporaneously note contents of the alleged conversation, presenting a reliability issue. *Id.* at 83:17-19. Ranone testified that he did not feel “comfortable” filling in the TOD-1 himself, indicating he “felt it was a mistake.” *Id.* at 95:16-18. Further, the evidence demonstrates an inconsistency between Ranone’s trial testimony concerning the date on which this pivotal phone call occurred and whether Ranone or Mandy himself initiated contact. *Id.* at 82:2-9.” Decl. J. Dec. at 9.

Moreover, Steven Pitassi (Pitassi), a Senior Vice-President and manager at Janney, testified regarding the policies and procedures at Janney and his conversation(s) with Ranone regarding the TOD-1 designation. Pitassi testified that it is not proper to give a client a blank TOD form to sign without the beneficiary designation completed. Tr. 271:23-272:6, Mar. 7, 2019. Accordingly, the jury’s finding that Mandy did not intend to designate Steven as his TOD-1 beneficiary is supported by the evidence. *See Branson v. Louttit*, 213 A.3d 417, 431 (R.I. 2019) (accorded great weight to the trial justice’s assessment of the credibility of witnesses when passing on a motion for new trial).

The TOD-2

The Court also finds that the evidence adduced at trial supports the jury's finding that Mandy did not intend to designate Steven as his TOD-2 beneficiary. First, expert medical testimony from Dr. Srdjan S. Nedeljkovic (Dr. Nedeljkovic), an expert in the area of pain management and anesthesiology, demonstrated Mandy's medical condition and cognitive ability while in the Intensive Care Unit (ICU) in February of 2016. Tr. 142:14-18; 143:24-144:3, Mar. 6, 2019. Dr. Nedeljkovic testified that Mandy was admitted to the hospital on February 3, 2016 for reversal of an ileostomy and thereafter underwent two surgeries: the first surgery was to reverse the ileostomy and the second surgery—on February 10, 2016—was to treat a serious infection. *See id.* at 145:11-21; 146:11-22; 147:20-148:5. After the second surgery, Dr. Nedeljkovic testified that Mandy went directly to the ICU and remained there until his death. *Id.* at 148:9-13. At various times in the ICU, Mandy was sedated, intubated, and/or taking medications that slowed and diminished his mental functioning. *Id.* at 148:20-23; 150:1-4. Dr. Nedeljkovic also testified that a stay in the ICU causes significant deterioration in mental status, including disorientation, delirium, and loss of memory. *Id.* at 163:12-24.

On February 13, 2016—the day Mandy signed the TOD-2—Dr. Nedeljkovic testified that Mandy was experiencing sepsis, which causes acute brain dysfunction and a significant alteration in cognitive ability. *Id.* at 151:7-18. Dr. Nedeljkovic concluded that on February 13, 2016, Mandy was experiencing moderate to severe pain which can cause disorganized thinking, inattentiveness, and affect rational decision making. *Id.* at 154:13-14; 159:7-17. Moreover, Dr. Nedeljkovic testified that Mandy was experiencing fluctuating levels of mental status and was, at times, drowsy and confused. *Id.* at 154:16-20. Based on Dr. Nedeljkovic's review of Mandy's

medical records, he concluded that Mandy was very ill, his cognitive status was very low, and that he was not capable of executing any complicated decision making on February 13, 2016. *Id.* at 165:11-14. Dr. Nedeljkovic also concluded that Mandy’s signature on the second TOD “was clearly that of an impaired individual” *Id.* at 166:8-10.

While the Defendants presented competing testimony from Dr. Edward Feldmann (Dr. Feldmann)—an expert in neurology—Dr. Feldmann’s testimony accorded with Dr. Nedeljkovic’s in many regards, including that sepsis is a serious infection, *id.* at 590:5-7, that the amount of pain Mandy was in could affect his mental condition and ability to think, *id.* at 591:7-20, and that the ICU can be disorienting to a patient. *Id.* at 591:21-24. Although Dr. Feldmann reached the opinion that Mandy was thinking clearly on February 13, 2016—based in part on the description of Mandy’s condition given by Ranone and Michael Damiani, *id.* at 592:21-593:7—the Court will not disturb the jury’s verdict that Mandy did not intend to open either TOD account because reasonable minds could differ as to whether Mandy lacked the capacity to execute complicated decision making based on the medical testimony presented. *See Zarembka v. Whelan*, 176 A.3d 485, 488 (R.I. 2018) (affirming the trial justice’s decision to deny motion for a new trial; witnesses without credibility issues gave conflicting and incompatible testimony but the evidence did not support one version of facts over the other and therefore reasonable minds could reach different conclusions).

Additional testimony regarding what transpired on February 13, 2016 also supports the jury’s findings. Although Ranone testified that Mandy looked “like he normally did” on February 13, 2016, Tr. 119:3-5, Mar. 6, 2019, Ranone also testified that he never checked with anyone at the ICU regarding Mandy’s condition or mental capacity, *id.* at 118:18-22, and that Mandy’s signature on the second TOD did not look normal compared to Mandy’s signature on

the first TOD. *Id.* at 121:21-23. Ranone also testified that he could not recall whether he reviewed the complete document with Mandy, *id.* at 115:10-13, but that Mandy did not read whatever Ranone showed him. *Id.* at 117:13-15. Moreover, Christine Damiani, who visited Mandy nightly while he was in the hospital, Tr. 265:21-24, Mar. 7, 2019, testified that during one of her visits, she saw Ranone at the hospital, but that he stayed outside the room in the hallway and never came in the room. *Id.* at 267:6-18. From Ms. Damiani's testimony, the jury could have reasonably concluded that Ranone purposefully visited with Mandy outside the presence of others.

Furthermore, the testimony elicited from Janney's own employees shows that Ranone violated Janney policies in his dealing with Mandy. Pitassi testified to Janney's policies and best practices when dealing with seniors or an individual with diminished capacity, including persons diagnosed with physical illness or with difficulty communicating. *Id.* at 287:1-288:7. Those practices included advising the account owner it was in his or her best interests to consult with an attorney, *id.* at 284:5-14, and inquiring as to whether the account owner had a power of attorney or other trusted person who could be contacted if the account owner was diminished. *Id.* at 286:17-25. Pitassi confirmed that in the ICU on February 13, 2016, Ranone did not bring anyone Mandy trusted, did not bring a notary, and did not bring any witnesses. *Id.* at 291:20-292:1. This testimony accords with Ranone's own testimony wherein he admitted that there were no witnesses and no notary present when Mandy signed the TOD-2. Tr. 113:22-25, Mar. 6, 2019. Ranone's failure to bring a notary not only violated Janney's policies, Tr. 274:25-275:19, Mar. 7, 2019, but also directly conflicted with Pitassi's testimony that he told and texted Ranone to take an office notary with him to the ICU. *Id.* at 276:8-21.

Moreover, Jennifer Burgio (Burgio)—an operations manager at Janney’s Providence office and a private client assistant, *id.* at 316:4-13—testified that the TOD-2 form came from Ranone with Mandy’s signature, Steven’s name typed in, and that it was notarized. *Id.* at 323:2-324:25. Based on Ranone’s testimony that no notary was present, it follows from Burgio’s testimony that Mandy’s signature was notarized outside his presence.

In addition, based on the testimony presented at trial, the jury could conclude that Steven and Ranone took Mandy’s personalty without his consent, that Ranone used deceptive practices, that Ranone knew or reasonably should have known that Mandy lacked capacity, and that Ranone owed Mandy a duty of confidence and trust and breached that duty. The Court also finds that the jury could reasonably conclude that Ranone and Steven conspired to convert Mandy’s Janney Account based on Steven’s testimony that he would normally speak with Ranone three or four times a year, *id.* at 361:8-10, but the conflicting evidence presented at trial which showed that during the month of February 2016, Steven and Ranone had eight telephone exchanges. Steven also gave conflicting testimony about whether Mandy or Ranone informed him he was the TOD beneficiary. *Id.* at 370:20-371:6.

Accordingly, sitting as a “super juror,” the Court cannot say that based on the evidence presented at trial, there is only one possible conclusion regarding the Defendants’ liability. The jury determined that Mandy intended to open the Janney Account and did not intend to designate Steven as the TOD beneficiary. The jury reasonably could so determine based on the substantial testimony presented at trial, including but not limited to the testimony cited above, and therefore, Defendants’ motion for a new trial is denied.

Evidentiary Ruling

Moreover, there was no error of law warranting a new trial in not allowing the Defendants to examine distributions from Lillian’s Estate. During trial, the Court ruled that evidence of distributions made from Lillian’s Estate was irrelevant because it had no bearing on Mandy’s intent regarding his assets. Our Supreme Court has recognized that the scope of relevancy of evidence adduced at trial is narrower than the scope of relevancy in discovery proceedings, *see DeCarvalho v. Gonsalves*, 106 R.I. 620, 627, 262 A.2d 630, 634 (1970), and that questions of relevancy “are left to the sound discretion of the trial justice.” *Minutelli v. Boranian*, 668 A.2d 317, 319 (R.I. 1995); *see also Souza v. Souza*, No. 2016-310-A, slip op. at 9 (R.I. filed Dec. 12, 2019) (declining to overturn the trial justice’s decision on the admissibility of evidence because the trial justice “was in the best position to discern [] admissibility”). Accordingly, Defendants’ motion for a new trial on this ground is also denied.

D

Motion for Attorney’s Fees and Costs

1

Standard of Review

Rhode Island steadfastly adheres to “the American Rule” of attorney’s fees. Under this regime, each party must generally pay its own attorney’s fees “even if the party prevails in the lawsuit.” *Blue Cross & Blue Shield of R.I. v. Najarian*, 911 A.2d 706, 711 n.5 (R.I. 2006). However, a prevailing party must be allowed to recover attorney’s fees if authorized by statute. *See Insurance Company of North America v. Kayser-Roth Corp.*, 770 A.2d 403, 419 (R.I. 2001).

Plaintiff's Revised Motion for Attorney's Fees and Costs

Plaintiff's Revised Motion for Attorney's Fees and Costs pursuant to § 6-13.1-5.2(d) requests \$107,496.50 in fees and \$3303.05 in costs. The DTPA provides, "[i]n any action brought by a person under this section, the court may award, in addition to the relief provided in this section, reasonable attorney's fees and costs." Section 6-13.1-5.2(d). This Court has broad discretion to determine what constitutes reasonable attorney's fees. *See Karousos v. Pardee*, 992 A.2d 263, 272 (R.I. 2010).

As this Court has already found, "the DTPA does not extend its attorneys' fees provision to any other cause of action[;] it must be strictly construed to authorize attorneys' fees attributable only to those fees incurred in relation to the DTPA." *See Estrella v. Damiani, et al.*, No. PC-2017-5227, June 7, 2019, Stern, J. (Atty's Fees Dec.). Plaintiff's motion for attorney's fees and costs was previously denied without prejudice because this Court found that the affidavits and billing records provided in support of that motion failed to distinguish work performed and time spent on the DTPA claim. Atty's Fees Dec. at 11.

In the present motion before the Court, Plaintiff argues he is entitled to recovery of attorney's fees because the complaint was drafted with the DTPA claim included, the Plaintiff prepared for and took the depositions of witnesses who provided evidence to prove Ranone engaged in unfair and deceptive trade practices in dealing with Mandy, the Plaintiff tried the case to a successful jury verdict on the DTPA claim, and the Plaintiff opposed motions regarding the arbitrability of the case, which included the DTPA claim. However, the billing records relied on by the Plaintiff are identical to those submitted for the prior motion. While Plaintiff's motion memorandum attempts to expound how portions of the previously submitted billing records

relate to the DTPA claim, it is well settled that “[a]rguments of counsel are not evidence.” *Martin v. Howard*, 784 A.2d 291, 298–99 (R.I. 2001). Accordingly, as the Court has been presented with no new evidence to distinguish between work performed on the DTPA claim and time dedicated to other matters, Plaintiff’s Motion for Attorney’s Fees and Costs is denied.

III

Conclusion

Based on the foregoing, the Court denies Plaintiff’s Motion to Alter or Amend Judgment; grants in part and denies in part Defendants Janney and Ranone’s Motion to Alter or Amend Judgment; grants in part and denies in part Defendant Steven’s Motion to Alter or Amend Judgment; denies Defendants Janney and Ranone’s and Defendant Steven’s Motions for Judgment as a Matter of Law; denies Defendants Janney and Ranone’s and Defendant Steven’s Motions for New Trial; and denies Plaintiff’s Revised Motion for Attorney’s Fees and Costs. Counsel shall prepare and submit an order and amended judgment consistent with this Decision.

EXHIBIT

A

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

Robert Estrella	§	Location: Providence/Bristol County Superior Court
v.	§	Judicial Officer: Stern, Associate Justice Brian P.
Janney Montgomery Scott LLC, Michael	§	Filed on: 10/31/2017
Damiani, Navigant Credit Union, Steven Damiani, Richard	§	Case Number History:
Ranone		

CASE INFORMATION

Related Cases	Case Type: Civil Action
SU-2019-0071-MP (Supreme Lower Court Case)	Case Status: 07/09/2019 Unassigned
SU-2019-0182-A (Supreme Lower Court Case)	Case Flags: Business Case Claim for Jury Trial

DATE CASE ASSIGNMENT

Current Case Assignment	
Case Number	PC-2017-5227
Court	Providence/Bristol County Superior Court
Date Assigned	10/03/2018
Judicial Officer	Stern, Associate Justice Brian P.
Previous Case Assignments	
Case Number	PC-2017-5227
Court	Providence/Bristol County Superior Court
Date Assigned	10/31/2017
Judicial Officer	Sliverstein, Associate Justice Michael A.
Reason	Case reassigned per Judge

PARTY INFORMATION

Plaintiff	Estrella, Robert	<i>Lead Attorneys</i> MIRZA, THOMAS L. <i>Retained</i> 4014374450(W)
Defendant	Damiani, Michael	MARINO, MICHAEL <i>Retained</i> 4015372005(W)
	Damiani, Steven	JONES, LAUREN E <i>Retained</i> 4012744446 x11(W)
	Janney Montgomery Scott LLC	MERTEN, HOWARD <i>Retained</i> 4018618200(W)
	Navigant Credit Union	JONES, LAUREN E <i>Retained</i> 4012744446 x11(W)
	Ranone, Richard	

DATE EVENTS & ORDERS OF THE COURT

1	10/11/2019	EVENTS Memorandum Filed DEFENDANT STEVEN DAMIANI'S REPLY MEMORANDUM IN FURTHER SUPPORT OF HIS [RENEWED]
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PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT
SC DOCKET SHEET
CASE NO. PC-2017-5227

MOTIONS FOR JUDGMENT AS A MATTER OF LAW AND MOTIONS FOR A NEW TRIAL

- | | | |
|----|------------|---|
| 2 | 10/11/2019 |  Memorandum Filed
<i>Omnibus reply memo (all motions) - Janney-Ranone</i> |
| 3 | 09/30/2019 |  Memorandum Filed
<i>Plaintiffs Omnibus Opposition to Defendant's Post Trial Motions</i> |
| 4 | 09/30/2019 |  Memorandum Filed
<i>SD Memo. in Opp. to Pl. Motion to Alter or Amend Judgment</i> 1 |
| 5 | 09/30/2019 |  Memorandum Filed
<i>Ranone opposition to defendant's revised motion for atty's fees and costs</i> |
| 6 | 09/30/2019 |  Memorandum Filed
<i>Janney-Ranone opposition to plaintiffs' motion to alter or amend the judgment</i> |
| 7 | 08/30/2019 |  Memorandum Filed
<i>Defendant Steven Damiani's Memorandum in Support of His Motions for Judgment as a Matter of Law or for a New Trial</i> |
| 8 | 08/30/2019 |  Motion to Amend Judgment
<i>Janney-Ranone Memo ISO Motion to Alter or Amend Judgment</i> |
| 9 | 08/30/2019 |  Memorandum Filed
<i>Janney-Ranone Memo ISO Motion for New Trial</i> |
| 10 | 08/30/2019 |  Motion for Judgment as a Matter of Law
<i>Janney-Ranone Memo ISO Renewed Motion for Judgment as a Matter of Law</i> |
| 11 | 08/29/2019 |  Memorandum Filed
<i>Plaintiff's Memorandum in Support of Their Motion to Alter or Amend Judgment</i> |
| 12 | 07/31/2019 |  Miscellaneous Motion Filed
<i>Corrected Motion to Alter or Amend Judgment</i> |
| 13 | 07/29/2019 |  Motion for Attorney Fees
<i>Plaintiff's Supplemental Motion for Attorney's Fees and Costs</i> |
| 14 | 07/29/2019 |  Motion to Amend Judgment
<i>Plaintiffs Motion to Amend Judgment</i> |
| 15 | 07/29/2019 |  Motion for New Trial
<i>Motion for New Trial</i> |
| 16 | 07/29/2019 |  Miscellaneous Motion Filed
<i>Motion to Alter or Amend Judgment (INCORRECT TITLE)</i> |
| 17 | 07/29/2019 |  Motion for Judgment as a Matter of Law
<i>Renewed Motion for Judgment as a Matter of Law - Armando Claims</i> |
| 18 | 07/29/2019 |  Motion for Judgment as a Matter of Law
<i>Renewed Motion for Judgment as a Matter of Law - Lillian</i> |
| 19 | 07/25/2019 |  Motion to Amend Judgment
<i>Janney-Ranone -- Motion to Alter or Amend Judgment (59(e))</i> |
| 20 | 07/25/2019 |  Motion for New Trial
<i>Janney-Ranone -- Motion for New Trial (59(a))</i> |
| 21 | 07/25/2019 |  Motion for Judgment as a Matter of Law
<i>Janney-Ranone -- Renewed Motion for Judgment as a Matter of Law (50(b))</i> |
| 22 | 07/23/2019 |  Scheduling Order (Judicial Officer; Stern, Associate Justice Brian P.)
<i>Scheduling Order Concerning Post-Judgment Motions</i> |

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT
SC DOCKET SHEET
CASE NO. PC-2017-5227

- 23 07/17/2019 Judgment Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Judgment in Favor of Plaintiffs
- 24 07/17/2019 Order Motion for Entry of Judgment (Judicial Officer: Stern, Associate Justice Brian P.)
Granting Plaintiffs' Motion for Entry of Judgment
- 25 07/17/2019 Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Denying Plaintiff's Motion for Constructive Trust
- 26 07/17/2019 Response to Motion Filed
Plaintiffs' Reply to Steven Damiani's Objection to Entry of Judgment
- 27 07/16/2019 Response to Motion Filed
Janney-Ranone response to motion for entry of judgment
- 28 07/16/2019 Memorandum Filed
Plaintiffs Memo in Opposition to Defendant's Objection to Entry of Judgment
- 29 07/16/2019 Memorandum Filed
Memorandum in Support of Opposition to Plaintiffs' Motion for Entry of Final Judgment
- 30 07/15/2019 Motion to Enter Judgment
Plaintiffs Motion for Entry of Judgment
- 31 07/15/2019 Response
Janney-Ranone Response to Estrella judgment email memo
- 32 07/12/2019 Objection Filed
Defendants Supplemental Opposition to Plaintiffs Proposed Judgment
- 33 07/09/2019 Case Returned from Supreme Court - Unassigned
- 34 06/28/2019 Notice
SD Notice of Withdrawal of Appeal
- 35 06/27/2019 Notice
Notice of Withdrawal of Notice of Appeal
- 36 06/25/2019 Entry of Appearance - Appellate Purposes
Corrected Entry of Appearance - Appellate Purposes (L. Jones for Janney/Ranone)
- 37 06/25/2019 Entry of Appearance - Appellate Purposes
Entry of Appearance - Appellate Purposes (L. Jones for Janney/Ranone)
- 38 06/19/2019 Objection Filed
Defendants' Opposition to Plaintiffs' Proposed Judgment & Exhibits A & B
- 39 06/13/2019 Objection to Order
S.D. Objection to Pl. Proposed Judgment
- 40 06/07/2019 Decision Filed (Judicial Officer: Stern, Associate Justice Brian P.)
The Court grants Estrella's alternative request for relief..
- 41 06/07/2019 Decision Filed (Judicial Officer: Stern, Associate Justice Brian P.)
Plaintiff's Motion for Attorney's Fees and Costs from Defendant Ranone, in its entirety, is denied without prejudice.
- 42 06/07/2019 Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Denying Plaintiff's Motion for Constructive Trust
- 43 05/20/2019 Case Certified to Supreme Court
- 44 05/16/2019 Completed Transcript Filed
- 45 05/16/2019 Appeal Transcript

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT
SC DOCKET SHEET
CASE NO. PC-2017-5227

- 46 05/16/2019  Transcript Completed
- 47 05/03/2019  Attachment Filed
Plaintiff's Adjusted Redacted Billing Summary
- 48 05/01/2019  Affidavit Filed
Affidavit of Nicholas Carter Regarding Redacted Billing Summary
- 49 04/30/2019  Withdrawal of Appearance
Withdrawal of Appearance
- 50 04/30/2019  Entry of Appearance
Entry of Appearance
- 51 04/26/2019  Objection to Motion
Defendant's Objection to Plaintiffs' Motion for Attorneys Fees with Exhibit A;B;C;D
- 52 04/26/2019  Objection to Motion
Defendants Opposition to Plaintiffs Motion for Constructive Trust
- 53 04/26/2019  Response to Motion Filed
Defendants Response to Plaintiffs Motion for Declaratory Judgment
- 54 04/19/2019  Objection to Motion
S. Damiani's Opposition to Pl. Motion for Constructive Trust
- 55 04/19/2019  Objection to Motion
Opposition to Motion For Fees and Costs
- 56 04/19/2019  Objection to Motion
Steven Damiani's Opposition to Plaintiffs' Motion for Declaratory Judgment
- 57 04/08/2019  Motion for Attorney Fees
Plaintiffs Motion for Attorney's Fees and Costs
- 58 04/05/2019  Motion
Plaintiffs' Post Trial Motion for a Constructive Trust
- 59 04/05/2019  Motion
Plaintiffs Post Trial Motion for Declaratory Judgment
- 60 04/05/2019  Affidavit Filed
Affidavit Of Nicholas Carter in Support of Plaintiffs Motion for Attorneys Fees and Costs
- 61 04/05/2019  Affidavit Filed
Edward Grys Esq. Affidavit Regarding Reasonableness of Plaintiffs' Requested Fees and Costs
- 62 04/05/2019  Affidavit Filed
Affidavit of Thomas Mirza in Support of Plaintiffs' Motion for Attorneys Fees and Costs
- 63 04/01/2019  Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
re: Def. MIL to Sever or Stay and Exclude Evid. on Validity of Acct. and TODs
- 64 04/01/2019  Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Denying Defendants Janney Montgomery Scott and Richard Ranone's Motion In Limine
- 65 04/01/2019  Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Denying Defendant Steven Damiani's Request for Stay and Other Relief
Party: Defendant Damiani, Steven
- 66 03/26/2019  Decision Entered (Judicial Officer: Stern, Associate Justice Brian P.)
- 67 03/18/2019  Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
Order Denying Plaintiff's MIL to Exclude Evidence of M. Damiani's Addition to Navigant Accounts

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT
SC DOCKET SHEET
CASE NO. PC-2017-5227

68	03/14/2019	Notice of Appeal Supreme Court
69	03/13/2019	Notice of Appeal Supreme Court
70	03/12/2019	Trial Documents <i>Jury Verdict Form</i>
71	03/12/2019	Jury Returns Verdict <i>for Plaintiff</i>
72	03/10/2019	Memorandum Filed <i>Memorandum Regarding Estate of Lillian Estrella's Claims</i>
73	03/08/2019	Motion for Judgment as a Matter of Law Party: Defendant Janney Montgomery Scott LLC; Defendant Ranone, Richard
74	03/08/2019	Motion for Judgment as a Matter of Law Party: Defendant Damiani, Steven
75	03/07/2019	Entry of Appearance Party: Attorney of Record GRAVEL, TANYA MELISSA
76	03/03/2019	Proposed Jury Instructions <i>Plaintiff's Revised Proposed Jury Instructions</i>
77	03/01/2019	Motion in Limine <i>S. Damiani M/L to Admit Dep. Test. M. Damiani at Trial</i>
78	02/28/2019	Motion to Quash Subpoena <i>Non-Party Michael D. Connolly, M.D.'s Motion to Quash Subpoena</i>
79	02/28/2019	Transcript Estimate
80	02/27/2019	Objection to Motion <i>Defendant Janney and Ranone Objection to Plaintiffs' Motion in Limine</i>
81	02/27/2019	Objection to Motion <i>Plaintiff's Objection to Steven Damiani's Motion in Limine re Deposition Testimony of Michael Damiani</i>
82	02/27/2019	Transcript Requested
83	02/27/2019	Notice of Appeal Supreme Court
84	02/27/2019	Order Motion for Summary Judgment (Judicial Officer; Stern, Associate Justice Brian P.) <i>Defendant Janney Montgomery Scott and Richard Ranone's Motion for Summary Judgment is Denied</i>
85	02/26/2019	Decision Filed (Judicial Officer; Stern, Associate Justice Brian P.) <i>This Court Denies Estrella's Motion for an in Limine Order Excluding From Trial Evidence Concerning Michael's Addition to the Navigant Accounts</i>
86	02/25/2019	Proposed Jury Instructions <i>Defendants' Proposed Jury Instructions</i>
87	02/25/2019	Certification Filed <i>Janney Montgomery Scott & Richard Ranone's Certification of Compliance with Pre-Trial Order</i>
88	02/23/2019	Certification Filed <i>Plaintiffs Certification of Compliance</i>
89	02/23/2019	Motion in Limine <i>Motion in Limine to Use Designated Parts of Michael Damiani's Deposition</i>
90	02/23/2019	Motion in Limine <i>S. Damiani's Motion in Limine to Intro. Dep. Testimony of Michael Damiani at Trial</i>
91	02/23/2019	Certification Filed

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

S. Damiani's Certification of Compliance with Pre-Trial Order 1.16.19

- 92 02/22/2019  Motion in Limine
Plaintiff's Motion in Limine to Exclude Financial Information
- 93 02/22/2019  Proposed Jury Instructions
Plaintiff's Proposed Jury Instructions
- 94 02/22/2019  Decision Filed (Judicial Officer: Stern, Associate Justice Brian P.)
Denying the Motion to Sever Issues and/or Stay
- 95 02/19/2019  Supplemental Memorandum Filed
Defendant Steven Damiani's Supplemental Memorandum in Support of Motion in Limine to Sever Arbitrable Issues
- 96 02/13/2019  Memorandum Filed
Reply Memo in Support of Plaintiff's Motion in Limine to Exclude Navigant CU Testimony
- 97 02/08/2019  Objection to Motion
S. Damiani's Opposition to Pl. Mot. Limine to Exclude Addition of Michael Damiani to Navigant Accounts
- 98 02/08/2019  Objection to Motion
Defendant's Opposition/Objection to Plaintiff's Motion in Limine
- 99 02/08/2019  Response
Reply in Support of Defendants Motion for Summary Judgment - Claims of Lillian Estrella Estate
- 100 02/08/2019  Objection to Motion
Plaintiff's Opposition to Defendant Janney Montgomery Scott's Motion in Limine to Exclude Evidence of Insurance
- 101 02/08/2019  Objection to Motion
Plaintiff's Objection to Defendant Steven Damiani's Motion to Compel
- 102 02/08/2019  Objection to Motion
Plaintiff's Opposition to Defendant Steven Damiani's Motion to Limit Sheila Cooley Testimony
- 103 02/08/2019  Objection to Motion
Plaintiff's Opposition to Defendant Steven Damiani's Motion in Limine to Exclude Expert Testimony
- 104 02/08/2019  Objection to Motion
Plaintiff's Memorandum in Opposition to Steven Damiani's Motion in Limine to Exclude Evidence of Intent
- 105 02/08/2019  Memorandum Filed
Plaintiff's Combined Opposition to Defendants' Motion in Limine Seeking for a Second Time to Bar Trial on the Basis of Arbitration
- 106 02/01/2019  Rule 7 Motion to Compel Answers to Interrogatories
S. Damiani's Motion to Compel Plaintiff's Answers to Interrogatories
- 107 02/01/2019  Motion in Limine
S. Damiani's Motion in Limine to Exclude Testimony of Sheila Cooley
- 108 02/01/2019  Motion in Limine
S. Damiani's Motion in Limine to Exclude Parol Evidence of Intent
- 109 02/01/2019  Motion in Limine
Motion in Limine to Limit Expert Testimony
- 110 02/01/2019  Motion in Limine
Motion in Limine to Sever Arbitrable Issues
- 111 02/01/2019  Memorandum in Opposition of Summary Judgment
Plaintiff's Memorandum in Opposition to Defendants Janney Montgomery Scott and Richard Ranone's Summary Judgment

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

- | | | |
|-----|------------|--|
| 112 | 02/01/2019 |  Motion in Limine
<i>Plaintiff's Motion In Limine to Exclude Navigant CU Transaction</i> |
| 113 | 02/01/2019 |  Motion in Limine
<i>Motion in Limine-Insurance Coverage</i> |
| 114 | 02/01/2019 |  Motion in Limine
<i>Motion in Limine-Accounts & TOD forms</i> |
| 115 | 01/22/2019 |  Memorandum in Support of Summary Judgment
<i>Memo in Support of Summary Judgment-Janney Montgomery Scott & Richard Ranone</i> |
| 116 | 01/22/2019 |  Motion for Summary Judgment
<i>Motion for Summary Judgment of Defendants-Janney Montgomery Scott & Richard Ranone</i> |
| 117 | 01/16/2019 |  Pretrial Order Entered (Judicial Officer: Stern, Associate Justice Brian P.)
<i>Trial Date Certain March 5, 2019</i> |
| 118 | 01/09/2019 |  Decision Filed (Judicial Officer: Stern, Associate Justice Brian P.)
<i>The Motion to Dissolve TRO is Denied. The Temporary Order is Converted into a Preliminary Injunction</i> |
| 119 | 11/21/2018 |  Answer to Counterclaim
<i>Plaintiff's Reply to Defendant Steven Damiani's Counterclaim</i> |
| 120 | 11/06/2018 |  Objection Filed
<i>Plaintiff's Memorandum In Opposition to Defendant Steven Damiani's Motion to Vacate the TRO</i> |
| 121 | 11/05/2018 |  Answer and Counterclaim Filed
<i>Defendant Steven Damiani's Answer, Affirmative Defenses and Counterclaim</i> |
| 122 | 11/05/2018 |  Answer to Amended Complaint
<i>Answer of Defendants to Plaintiff's First Amended Complaint</i> |
| 123 | 11/01/2018 |  Stipulation Filed
<i>Stipulation of Dismissal Against Certain Parties</i> |
| 124 | 10/22/2018 |  Memorandum Filed
<i>Defendant Steven Damiani's Memorandum in Support of his Motion to Dissolve Temporary Order</i> |
| 125 | 10/22/2018 |  Miscellaneous Motion Filed
<i>Defendant Steven Damiani's Motion to Dissolve Temporary Order</i> |
| 126 | 08/20/2018 |  Consent Order Entered (Judicial Officer: Silverstein, Associate Justice Michael A.)
<i>Consent Order</i> |
| 127 | 08/09/2018 |  Consent Order Entered (Judicial Officer: Silverstein, Associate Justice Michael A.)
<i>Consent Order</i> |
| 128 | 07/18/2018 |  Objection to Motion
<i>Objection to Motion</i> |
| 129 | 07/17/2018 |  Notice
<i>Notice of Change of Law Firm</i> |
| 130 | 07/06/2018 |  Motion for Summary Judgment
<i>Navigant Motion for Summary Judgment</i> |
| 131 | 07/06/2018 |  Omnibus Form
<i>Omnibus Form (Navigant Motion for Summary Judgment)</i> |
| 132 | 07/03/2018 |  Memorandum in Support of Summary Judgment
<i>Memorandum in Support of Summary Judgment</i> |
| 133 | 07/03/2018 |  Motion for Summary Judgment |

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

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CASE NO. PC-2017-5227

- Motion for Summary Judgment*
- 134 07/03/2018  Omnibus Form
Omnibus Form
 - 135 06/29/2018  Memorandum in Support of Summary Judgment
Plaintiff's Memorandum of Law in Support of Partial Summary Judgment Against Defendant Navigant Credit Union
 - 136 06/29/2018  Motion for Partial Summary Judgment
Plaintiff's Motion for Partial Summary Judgment
 - 137 06/25/2018  Omnibus Form
Omnibus Form Motions for Partial Summary Judgment
 - 138 05/14/2018  Order Entered (Judicial Officer: Silverstein, Associate Justice Michael A.)
Order
 - 139 04/26/2018  Letter Filed
Hon. Silverstein from DLW.04.26.18. Reply
 - 140 04/26/2018  Letter Filed
Letter Filed by Attorney Carter
 - 141 04/26/2018  Letter Filed
Hon. Silverstein from DLW.04.26.18
 - 142 04/18/2018  Letter Filed
Judge Silverstein from DLW.4.18.18
 - 143 04/13/2018  Response
Defendants' Reply to Opposition to Motion to Dismiss and Compel Arbitration
 - 144 04/11/2018  Witness Subpoena
Depositon Subpoena for Jennifer Burgio
 - 145 04/11/2018  Witness Subpoena
Depositon Subpoena Kristen Verdeaux
 - 146 04/09/2018  Memorandum in Opposition to Motion to Dismiss
Plaintiff's Reply Memo to Defendant Janney Montgomery Scott's Motion to Dismiss and for Arbitration
 - 147 04/02/2018  Motion to Dismiss
Second Motion of Janney Montgomery Scott and Richard Ranone to Dismiss and Compel Arbitration of First Amended Complaint
 - 148 04/02/2018  Memorandum Filed
Memorandum of Janney Montgomery Scott and Richard Ranone in Support of Second Motion to Dismiss and Compel Arbitration of First Amended Complaint
 - 149 03/05/2018  Agreement Filed
Confidentiality Agreement
 - 150 02/07/2018  Answer to Counterclaim
Plaintiff's Answer/Reply to Defendant Navigant Credit Union's Counterclaim
 - 151 02/01/2018  Memorandum in Opposition to Motion to Dismiss
Memo in Opposition to Steven Damiant's Motion to Dismiss the Claims of the Estate of Lillian Estrella
 - 152 02/01/2018  Memorandum in Opposition to Motion to Dismiss
Memo in Opposition to Steven Damiant's Motion to Dismiss Claims of Estate of Armando Damiant
 - 153 02/01/2018  Memorandum in Opposition to Motion to Dismiss
Memo in Opposition to Janney's Motion to Dismiss and Arbitration
 - 154 02/01/2018  Memorandum in Opposition to Motion to Dismiss

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

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- Memo in Opposition to Jamey's Motion To Dismiss Claims by Estate of Lillian Estrella*
- 155 01/24/2018  Omnibus Form
Omnibus Calendar Assignment Form
- 156 01/22/2018  Memorandum in Support of Motion to Dismiss
Steven Damiani's Memorandum of Law in Support of MTD First Amended Complaint (Armando's Estate)
- 157 01/22/2018  Memorandum in Support of Motion to Dismiss
Memorandum in Support of Steven Damiani's Motion to Dismiss All Claims of the Estate of Lillian Estrella
- 158 01/22/2018  Motion to Dismiss
Steven Damiani's Motion to Dismiss First Amended Complaint (Armando's Estate)
- 159 01/22/2018  Motion to Dismiss
Steven Damiani's Motion to Dismiss Claim of the Estate of Lillian Estrella
- 160 01/18/2018  Memorandum in Support of Motion to Dismiss
Memorandum of Law of the Defendants Jamey Montgomery Scott and Richard Ranone in Support of their Motion to Dismiss the First Amended Complaint of Robert Estrella, as the Executor of the Estate of Lillian Estrella
- 161 01/18/2018  Motion to Dismiss
Motion of the Defendants Jamey Montgomery Scott and Richard Ranone to Dismiss the First Amended Complaint of Robert Estrella, as the Executor of the Estate of Lillian Estrella
- 162 01/18/2018  Memorandum Filed
Memorandum of Law of the Defendants Jamey Montgomery Scott and Richard Ranone in Support of Their Motion to Dismiss and Compel Arbitration of the First Amended Complaint of Robert Estrella, as the Executor of the Estate of Armando
- 163 01/18/2018  Motion to Compel - Arbitration
Motion of the Defendants Jamey Montgomery Scott and Richard Ranone to Dismiss and Compel Arbitration of the First Amended Complaint of Robert Estrella, as the Executor of the Estate of Armando Damiani
- 164 01/18/2018  Answer to Amended Complaint
Navigant Credit Union Answer to Amended Complaint, and Counterclaim
- 165 01/15/2018  Answer to Amended Counterclaim
Defendant, Michael Damiani's Answer to Plaintiff's Amended Complaint
- 166 01/09/2018  Answer to Counterclaim
Michael Damiani's Reply to Navigant Credit Union's Counter-Crossclaim
- 167 01/08/2018  Amended Complaint Filed
Plaintiff's First Amended Complaint
- 168 01/05/2018  Answer Filed
Navigant Credit Union Answer to Damiani Crossclaim and Counter-Crossclaim
- 169 12/26/2017  Objection to Motion
Michael Damiani's Objection to Plaintiff's Motion to Dismiss Defendant Michael Damiani's Counterclaim
- 170 12/22/2017  Memorandum in Support of Motion to Dismiss
Steven Damiani's Memorandum of Law in Support of Motion to Dismiss Estrellas' Complaint as Executor of Estate of Armando Damiani
- 171 12/22/2017  Memorandum in Support of Motion to Dismiss
Memorandum in Support of Defendant Steven Damiani's Motion to Dismiss All Claims of the Estate of Lillian Estrella
- 172 12/22/2017  Motion to Dismiss
Steven Damiani's Motion to Dismiss Estrella's Complaint, as Executor of the Estate of Armando Damiani
- 173 12/22/2017  Motion to Dismiss
Defendant Steven Damiani's Motion to Dismiss All Claims of the Estate of Lillian Estrella

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

- 174 12/22/2017  Memorandum in Support of Motion to Dismiss
Memorandum of Law in Support of Plaintiff's Motion to Dismiss Defendant M Dantani's Counterclaim
- 175 12/22/2017  Motion to Dismiss
Motion to Dismiss Michael Damiani's Counterclaim
- 176 12/21/2017  Memorandum in Support of Motion to Dismiss
Memorandum of Law of Defendants Janney Montgomery Scott and Richard Ranone in Support of Their Motion to Dismiss the Claims of Robert Estrella, as the Executor of the Estate of Lillian Estrella
- 177 12/21/2017  Memorandum Filed
Motion of the Defendants Janney Montgomery Scott and Richard Ranone to Compel Arbitration of the Claims of Robert Estrella, as the Executor of the Estate of Armando Damiani
- 178 12/21/2017  Motion to Dismiss
Motion of the Defendants Janney Montgomery Scott and Richard Ranone to Dismiss the Claims of Robert Estrella, as the Executor of the Estate of Lillian Estrella
- 179 12/21/2017  Motion to Compel - Arbitration
Motion of the Defendants Janney Montgomery Scott and Richard Ranone to Compel Arbitration of the Claims of Robert Estrella, as the Executor of the Estate of Armando Damiani
- 180 12/20/2017  Motion for Continuance
Defendant, Michael Damiani's Motion for Extension of Time and Continuance
- 181 12/13/2017  Entry of Appearance
Entry of Appearance for Defendant, Michael Damiani
- 182 12/11/2017  Withdrawal of Appearance
Notice of Withdrawal of Frederick E. Connelly, Jr.
- 183 12/08/2017  Entry of Appearance
David Pellegrino Entry of Appearance on behalf of Navigant
- 184 12/08/2017  Entry of Appearance
Melissa Darigan Entry of Appearance on behalf of Navigant
- 185 12/08/2017  Order Entered (Judicial Officer: Silverstein, Associate Justice Michael A.)
Temporary RO
- 186 12/04/2017  Order Entered (Judicial Officer: Silverstein, Associate Justice Michael A.)
pro hac vice Atty David L. Ward
- 187 12/04/2017  Answer Filed
Defendant, Michael Damiani's Answer, Counterclaim, and Crossclaim
- 188 12/03/2017  Memorandum Filed
Steven Damiani's Memorandum of Law in Support of his Objection To Pl. Motion for PI
- 189 11/29/2017  Motion to Appear Pro Hac Vice
Amended Petition for Admission Pro Hac Vice-Robert Estrella et al v. Janney Montgomery Scott et al
- 190 11/29/2017  Summons Proof of Service Filed
Return of Service Defendant Navigant Bank
- 191 11/29/2017  Summons Proof of Service Filed
Return of Service Defendant R Ranone
- 192 11/29/2017  Summons Proof of Service Filed
Return of Service Defendant S Damiani
- 193 11/29/2017  Summons Proof of Service Filed
Summons Returned Defendant M damiani
- 194 11/29/2017  Summons Proof of Service Filed

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

Summons Returned Defendant Janney

- | | | |
|-----------------|------------|--|
| 195 | 11/28/2017 |  Claim of Jury Trial Filed
<i>Claim for Jury Trial</i> |
| 196 | 11/28/2017 |  Claim of Jury Trial Filed
<i>Claim for Jury Trial</i> |
| 197 | 11/28/2017 |  Stipulation Filed Extension of Time
<i>Joint Stipulation of the Plaintiff and the Defendant, Navigant Credit Union</i> |
| 198 | 11/27/2017 |  Stipulation Filed Extension of Time
<i>Stipulation Filed Extension of Time-Robert Estrella et al v. Michael Damiani et al</i> |
| 199 | 11/22/2017 |  Objection to Motion
<i>Defendant, Michael Damiani's Objection to Plaintiff's Motion for Preliminary Injunctions</i> |
| 200 | 11/22/2017 |  Entry of Appearance
<i>Entry of Appearance for Michael Damiani</i> |
| 201 | 11/20/2017 |  Entry of Appearance
<i>Notice of Appearance of Frederick E. Connelly, Jr. as Counsel for Navigant Credit Union</i> |
| 202 | 11/20/2017 |  Business Calendar Form Filed
<i>Business Calendar Case Opening Sheet</i> |
| 203 | 11/20/2017 |  Objection to Motion
<i>Objection of Steven Damiani to Motion for TRO</i> |
| 204 | 11/20/2017 |  Entry of Appearance
<i>Entry of Appearance of RF</i> |
| 205 | 11/20/2017 |  Entry of Appearance
<i>Entry of Appearance of Melissa Curley</i> |
| 206 | 11/20/2017 |  Entry of Appearance
<i>Entry of Appearance of Michael S. Marino</i> |
| 207 | 11/20/2017 |  Affidavit Filed
<i>Affidavit of Plaintiff for Preliminary Injunction</i> |
| 208 | 11/17/2017 |  Motion to Appear Pro Hac Vice
<i>Motion to Appear Pro Hac Vice-Robert Estrella v. Janney Montgomery Scott LLC et al</i> |
| 209 | 11/17/2017 |  Entry of Appearance
<i>Entry of Appearance for Defendants Janney Montgomery Scott LLC & Richard A. Ranone</i> |
| 210 | 11/07/2017 |  Memorandum Filed
<i>Signed Memorandum of Law</i> |
| 211 | 11/07/2017 |  Omnibus Form
<i>Preliminary Injunctive Relief</i> |
| 212 | 11/01/2017 |  Summons |
| 213 | 10/31/2017 |  Complaint Filed
<i>Complaint</i> |
| HEARINGS | | |
| 214 | 12/16/2019 |  Hearing on Motion for Judgment as a Matter of Law (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) (Location: Licht Courtroom 5)
<i>Defendant Steven Damiani's Renewed Motion for Judgment as a Matter of Law</i>
<i>Heard and Reserved</i> |
| 215 | 12/16/2019 |  Hearing on Motion for New Trial (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian |

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

- P.);Location: Licht Courtroom 5)
Motion for New Trial, and Alternative Request for Remittitur, of the Defendants Janney Montgomery Scott, LLC and Richard Ranone
Heard and Reserved
- 216 12/16/2019 **Hearing on Motion for New Trial (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Defendant Damiani's Motion for New Trial
Heard and Reserved
- 217 12/16/2019 **Hearing on Motion to Amend Judgment (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Plaintiff's Motion to Alter or Amend Judgment
Heard and Reserved
- 218 12/16/2019 **Hearing on Motion for Attorney Fees (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Plaintiff's Revised Motion for Attorney's Fees and Costs
Heard and Reserved
- 219 12/16/2019 **Hearing on Motion to Amend Judgment (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Defendant Damiani's Motion to Alter or Amend Judgment
Heard and Reserved
- 220 12/16/2019 **Hearing on Motion for Judgment as a Matter of Law (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Renewed Motion for Judgment as a Matter of Law of the Defendants Janney Montgomery Scott and Richard Ranone
Heard and Reserved
- 221 12/16/2019 **Hearing on Motion to Amend Judgment (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Motion to Alter or Amend the Judgment of the Defendants Janney Montgomery Scott, LLC and Richard Ranone
Heard and Reserved
- 222 07/19/2019 **Phone Conference (2:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Conference Completed
- 223 06/26/2019 **Conference (2:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Conference Completed
- 224 05/02/2019 **Hearing on Motion for Attorney Fees (2:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Plaintiff's Motion for Attorney's Fees and Costs
04/26/2019 Reset by Court to 05/02/2019
Heard and Reserved
- 225 05/02/2019 **Hearing on Motion (2:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Plaintiff's Post-Trial Motion for a Constructive Trust
04/26/2019 Reset by Court to 05/02/2019
Heard and Reserved
- 226 05/02/2019 **Hearing on Motion (2:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Plaintiff's Post-Trial Motion for Declaratory Judgment
04/26/2019 Reset by Court to 05/02/2019
Heard and Reserved
- 227 04/22/2019 **Phone Conference (12:00 PM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Conference Completed
- 228 03/20/2019 **Phone Conference (11:00 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)
Conference Completed
- 229 03/12/2019 **Trial (9:30 AM)** (Judicial Officer: Stern, Associate Justice Brian P.);Location: Licht Courtroom 5)

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

- Trial Proceeds and Concludes*
- 230 03/11/2019 Trial (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Continued
- 231 03/08/2019 Hearing on Motion for Judgment as a Matter of Law (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Reserved
- 232 03/08/2019 Hearing on Motion for Judgment as a Matter of Law (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard
- 233 03/08/2019 Trial (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Continued
- 234 03/07/2019 Trial (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Continued
- 235 03/06/2019 Trial (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Continued
- 236 03/05/2019 Trial Date Certain (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Case Opens to Jury/Trial Proceeds
- 237 02/28/2019 Hearing on Motion in Limine (2:00 PM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Heard and Concluded
- 238 02/15/2019 Hearing on Motion for Summary Judgment (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Motion for Summary Judgment of Defendants, Janney Montgomery Scott & Richard Ranone
Order to Enter
- 239 01/16/2019 Conference (11:00 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Conference Completed
- 240 10/03/2018 Phone Conference (2:00 PM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 5)
Conference Completed
- 241 09/28/2018 Bench Decision (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)
2PM
09/26/2018 Reset by Court to 09/26/2018
09/26/2018 Reset by Court to 09/27/2018
09/27/2018 Reset by Court to 09/28/2018
Completed
- 242 09/28/2018 *CANCELED Jury Trial (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)*
Date Vacated By Judge
- 243 09/27/2018 *CANCELED Jury Trial (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)*
Date Vacated By Judge
- 244 09/26/2018 *CANCELED Jury Trial (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)*
Date Vacated By Judge
- 245 09/25/2018 *CANCELED Jury Trial (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)*
Date Vacated By Judge
- 246 09/24/2018 *CANCELED Jury Trial (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5)*
Date Vacated By Judge
- 247 09/24/2018 Conference (9:30 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 17)
Conference Completed
- 248 08/30/2018 Conference (9:00 AM) (Judicial Officer: Stern, Associate Justice Brian P.) ;Location: Licht Courtroom 7)
8:45AM
Conference Completed

PROVIDENCE/BRISTOL COUNTY SUPERIOR COURT

SC DOCKET SHEET

CASE NO. PC-2017-5227

- 249 08/01/2018 CANCELED Hearing on Motion for Summary Judgment (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 250 05/01/2018 Bench Decision (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
2PM
Order to Enter
- 251 05/01/2018 CANCELED Evidentiary Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 252 04/30/2018 CANCELED Evidentiary Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 253 04/27/2018 Bench Decision (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
10am
Order to Enter
- 254 04/27/2018 CANCELED Evidentiary Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 255 04/26/2018 CANCELED Evidentiary Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 256 04/25/2018 CANCELED Evidentiary Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A. ;Location: Licht Courtroom 5)
Passed By Agreement of the Parties
- 257 04/17/2018 Hearing (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
2PM
Heard and Reserved
- 258 02/08/2018 Hearing on Motion to Dismiss (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
Heard
- 259 12/04/2017 Hearing on Motion to Appear Pro Hac Vice (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
11/30/2017 *Reset by Court to 12/04/2017*
Order to Enter
- 260 12/04/2017 Temporary Restraining Order (9:30 AM) (Judicial Officer: Silverstein, Associate Justice Michael A.) ;Location: Licht Courtroom 5
11/27/2017 *Continued to 12/01/2017 - By Agreement - Estrella, Robert; Janney Montgomery Scott LLC; Damiani, Michael; Navigant Credit Union; Damiani, Steven; Ranone, Richard*
12/01/2017 *Reset by Court to 12/04/2017*
Order to Enter



RHODE ISLAND SUPERIOR COURT
Decision Addendum Sheet

TITLE OF CASE: Robert Estrella v. Michael Damiani, et al.

CASE NO: PC-2017-5227

COURT: Providence County Superior Court

DATE DECISION FILED: February 13, 2020

JUSTICE/MAGISTRATE: Stern, J.

ATTORNEYS:

For Plaintiff: Thomas L. Mirza, Esq.

For Defendant: Michael Marino, Esq.; Melissa L. Curley, Esq.; Richard G. Fallago, Esq.; Lauren E. Jones, Esq.; Paul D. Ragosta, Esq.

For Interested Party: Kristin B. Pettey, Esq.
Tanya M. Gravel, Esq.