**STATE OF RHODE ISLAND**

**KENT, SC.** **SUPERIOR COURT**

**(FILED: May 15, 2026)**

| | | |
|---|---|---|
| **GLOBALLY GREEN,** ***Plaintiff,*** | : | |
| **v.** | : | **C.A. No. KB-2012-1049** |
| **PATSY SPERDUTO, ALIAS; WASTE HAULERS, LLC, ALIAS; and WHM HOLDINGS, LLC, ALIAS,** ***Defendants.*** | : | |

**DECISION**

**LICHT, J.** After an eight-day trial, the jury returned a verdict in favor of the Defendants, Patsy Sperduto ("Mr. Sperduto"), Waste Haulers, LLC ("Waste Haulers"), and WHM Holdings, LLC ("WHM") (collectively Defendants). Pursuant to Rule 59 of the Superior Court Rules of Civil Procedure, Plaintiff, Globally Green, LLC ("Globally Green"), filed a motion for a new trial.

## I

## Facts and Travel

### A

### Formation of Globally Green

It all started with a dream spurred on by a rail spur. One fine day, Michael Sepe ("Mr. Sepe") and John Lynch ("Mr. Lynch"), who knew each other for years, took a walk out to property with a rail spur out by Mineral Spring Avenue in Pawtucket and began dreaming of a

waste to energy enterprise. (Lynch Trial Tr. 68:10-69:1, Oct. 24, 2025.)[1] Mr. Lynch introduced Richard Nicholson ("Mr. Nicholson") to the plan because he had prior experience with waste to energy and transfer stations.[2] Mr. Nicholson added Gregory Benik ("Mr. Benik") to the team, who worked with him on a prior waste to energy project. *Id.* at 68:17-69:8. The group then added John Harwood ("Mr. Harwood") to the team. These five individuals formed a partnership, namely Globally Green, to develop a waste to energy facility related to the Pawtucket Transfer Station and an adjacent property. (Sepe Trial Tr. 65:14-67:14; 70:3-5, Oct. 27, 2025; Ex. 21. Ex. G.) Each person brought their own expertise to Globally Green, be it their experience with Pawtucket's government and/or experience with waste to energy. (Lynch Trial Tr. 68:19-23, 74:1-16, Oct. 24, 2025; Nicholson Trial Tr. 23:8-21, 130:1-6, Oct. 28, 2025; Harwood Trial Tr. 3:13-20, Oct. 28, 2025.)

At its formation in 2008, Globally Green's purpose "was to privatize the transfer station and to develop down the road some sort of waste of fuel project." (Lynch Trial Tr. 70:18-22, Oct. 24, 2025; Lynch Trial Tr. 10:24-11:5, Oct. 27, 2025.) The first step to Globally Green's plan was to "[l]ease [or] operate the . . . Pawtucket Transfer Station." (Sepe Trial Tr. 68:2-9, Oct. 27, 2025.) The second step was to develop a rail transfer station in Rhode Island. *Id.* at 68:20-22.

From 2008 to 2010, Globally Green invested significant time and energy researching the Pawtucket Transfer Station, including its viability and potential, meeting with various city

[1] The Court references rough and final transcripts in this Decision. For this reason, in the event of an appeal, the transcripts submitted to the Supreme Court may vary in pagination as compared to the transcripts referenced in this Decision.

[2] Mr. Nicholson started a carting business with his uncle called Tri-State Company. (Nicholson Trial Tr. 24:14-20; 25:6-8, Oct. 28, 2025.) Mr. Nicholson and Mr. Benik were both involved in waste to energy concepts in Ohio with Transload America. (Nicholson Trial Tr. 23:8-21, Oct. 28, 2025; Lynch Trial Tr. 68:19-23, Oct. 24, 2025.)

officials, analyzing the budgets involved, and considering various operators. (Nicholson Trial Tr. 29:9-30:4, Oct. 28, 2025.) People and trucks can bring their trash to a transfer station instead of a landfill. Mr. Lynch, who had longstanding relationships with Pawtucket city officials, assisted and facilitated meetings for Mr. Sepe and Mr. Nicholson with different city officials and other regulatory agencies. (Lynch Trial Tr. 74:1-16, Oct. 24, 2025.) These discussions took place during Mayor Doyle's administration. (Sepe Trial Tr. 101:18-22, Oct. 27, 2025.)

Mr. Leitao worked for the City of Pawtucket for thirty-nine years. (Leitao Trial Tr. 14:22-15:2, Oct. 27, 2025.) Prior to his retirement in 2011, Mr. Leitao was aware of communications between Globally Green and city officials concerning the privatization of the Pawtucket Transfer Station and a waste to energy concept *Id.* at 22:19-24:3. These discussions included Mr. Leitao, Mr. Sepe, Mr. Nicholson, and Mike Cassidy, ("Mr. Cassidy") the planning director for Pawtucket. *Id.* at 25:4-22. Mr. Leitao also believed Mr. Sepe and Mr. Nicholson approached the mayor's office with this idea. *Id.* at 26:16-21.

**B**

**Memorandum of Understanding**

Globally Green knew that to operate the Pawtucket Transfer Station it needed to team up with an experienced trash hauler. Initially, Globally Green was working with Transload America who ultimately decided not to continue in this venture. (Nicholson Trial Tr. 34:19-21; 43:24-44:25, Oct. 28, 2025.) Sometime in 2009, Waste Haulers and Globally Green commenced discussions about the Pawtucket Transfer Station. (Sperduto Trial Tr. 120:18-20, Oct. 23, 2025.) In early 2010, Mr. Nicholson began negotiating with Mr. Sperduto and drafted a Memorandum of Understanding ("the MOU") which was signed on February 23, 2010. (Sperduto Trial Tr. 103:16-104:3, Oct. 23, 2025; Sperduto Trial Tr. 3:7-8, Oct. 24, 2025; Joint Ex. 1, at 5.) Mr.

Sperduto signed the MOU on behalf of Waste Haulers and Mr. Sepe signed it on behalf of Globally Green. (Sperduto Trial Tr. 47:9-12, Oct. 23, 2025.)

Section 10 of the MOU states "[t]o be effective, an amendment, waiver or termination of this MOU must be in a document signed by an authorized officer of each Party." (Joint Ex. 1 at 5.) Development rights are defined in the MOU as "certain opportunities within the City of Pawtucket ("City"), including the opportunity to operate the Blackstone Valley Regional Transfer Station under an Operating Agreement (to be negotiated) with the City of Pawtucket" and Globally Green represented it was "interested in selling or conveying certain Development Rights" to Waste Haulers.[3] (Joint Ex. 1 at 1.)

The MOU states

> "[a]n advancement of the Payment Amount (defined below) shall be negotiated with GG and shall be an amount satisfactory to GG in its sole discretion. Such advancement shall be credited against the Purchase Amount under Section 3(c) below. Such advancement shall be paid within [thirty] days from the first day WH effectively assumes management control of the Transfer Station." (Ex. 1 at 2-3; *see* Nicholson Trial Tr. 9:3-10:12, Oct. 28, 2025.)

On April 2, 2010, Mr. Sperduto signed an addendum to the MOU that provided for a $250,000 advance payment to Globally Green upon entering into the Transfer Station Lease.

[3] Mr. Sperduto testified that at the time of negotiating the MOU, he believed that Globally Green had rights to sell or convey the transfer station. (Sperduto Trial Tr. 3:14-21, Oct. 24, 2025.) Mr. Sperduto asserts that he only realized Globally Green did not have the rights to sell or convey the transfer station in approximately the summer of 2010, well after the MOU and the addendum as it was "[s]omewhere between due diligence and three or four months after diligence[.]" (Sperduto Trial Tr. 58:16-59:20, Oct. 24, 2025.) However, the Court, taking into consideration Mr. Sperduto's experience in the industry and the facts in evidence, finds it difficult to believe that Mr. Sperduto seriously entertained a project without knowing the venue, because it was well known the Pawtucket Transfer Station was owned by the City of Pawtucket and not Globally Green. *See* Nicholson Trial Tr. 41:25-42:20, Oct. 28, 2025. Moreover, Mr. Sperduto had meetings with City officials early on in the due diligence process and he would have been aware then that Globally Green did not have any ownership interest in or right to privatize the Pawtucket Transfer Station.

(Sperduto Trial Tr. 48:16-17; 49:2-7, Oct. 23, 2025.) Waste Haulers disputes that this amendment is effective because no exhibit existed of an addendum signed by Globally Green. However, Mr. Sepe claimed that he signed it on April 2, 2010, and that it was time for the parties to go to work to continue working toward Waste Haulers running the Pawtucket Transfer Station and working toward the waste to energy concept. (Sepe Trial Tr. 88:12-19, Oct. 27, 2025.) This issue will be discussed further below.

Unbeknownst to Globally Green,[4] Mr. Sperduto believed that the MOU expired by its own terms, 120 days after it was signed. (Sperduto Trial Tr. 63:19-64:7, Oct. 23, 2025.) If that term is binding, the MOU would have expired on approximately June 22, 2010. However, the parties continued working to obtain the rights to operate the Pawtucket Transfer Station and those efforts will be discussed below.

**C**

**Pawtucket Transfer Station Lease**

In the 2010 election, Mayor Doyle lost to Mayor Grebien. (Sepe Trial Tr. 101:15-17, Oct. 27, 2025.) Mayor Grebien, based on his own office's due diligence and the advice of an outside firm, agreed that the operation of the Pawtucket Transfer Station should be privatized, but he believed that the operator should be selected in a public bidding process. The first step was to respond to a Request for Qualifications ("RFQ") to be allowed to bid. (Nicholson Trial Tr. 113:15-19, Oct. 28, 2025.) Mr. Nicholson helped Waste Haulers prepare and submit its response to the RFQ. Once accepted as a bidder, the next step was to prepare and submit the bid. Again, Mr. Nicholson assisted Waste Haulers in preparing its bid. The process required a bid bond

[4] Mr. Sperduto accused Mr. Nicholson of knowing that the MOU had expired, but he asserted he was unaware until the June 2012 Café Nuovo meeting. (Nicholson Trial Tr. 110:20-25, Oct. 28, 2025.)

which cost $20,000. On June 13, 2011, Mr. Sepe received the request from Waste Haulers to loan it $20,000 in order for it to acquire the bid bond. (Sepe Trial Tr. 78:25-79:13, Oct. 27, 2025; Defs.' Ex. 43.) Mr. Sepe provided the $20,000[5] to Waste Haulers because he thought that Waste Haulers would comply with the MOU and pay Globally Green for their work and represented to the Court that if he understood there was no agreement between Waste Haulers and Globally Green at this time, he would not have loaned Waste Haulers money in June 2011. (Sepe Trial Tr. 80:13-21, Oct. 27, 2025.) Mr. Nicholson explained that without Mr. Sepe's $20,000, Waste Haulers would not be able to participate in the public bidding process. (Nicholson Trial Tr. 112: 4-10, Oct. 28, 2025.)

Waste Haulers submitted its bid and Messrs. Nicholson, Lynch, Sepe, and Benik worked with Waste Haulers throughout the process, attending many meetings including before the City Council and its committees. *Id.* at 111:11-15.

Once Waste Haulers was selected as the operator, Mr. Nicholson worked on a letter of intent with Pawtucket. *Id.* at 106:24-107:6. In August 2011, Globally Green, through Mr. Nicholson and Mr. Sepe,[6] was involved in contract negotiations. *Id.* at 129:1-8.

On April 20, 2012, the City Council of Pawtucket approved the Lease Operating Agreement for the Pawtucket Transfer Station (the Transfer Station Lease) between the City and WHM and authorized Mayor Grebien to execute it. (Sperduto Trial Tr. 31:8-15, Oct. 24, 2025.) On May 8, 2012, the City of Pawtucket and WHM entered into the Transfer Station Lease for the "solid waste transfer station located at 240 Grotto Avenue, Pawtucket, Rhode Island, otherwise known as the Blackstone Valley Regional Transfer Station[.]" (Joint Ex. 2, at 1.)

[5] Mr. Sperduto executed a promissory note for the $20,000 and paid Mr. Sepe back the entire amount. (Sperduto Trial Tr. 23:24-25:5, Oct. 24, 2025.)

[6] Mr. Sepe was not negotiating terms but attending meetings due to his trusted relationship with Pawtucket officials. (Nicholson Trial Tr. 130:1-6, Oct. 28, 2025.)

**D**

**Waste to Energy**

WHM was going to be a joint venture between Globally Green and Waste Haulers that focused on "developing transfer stations to deliver the fuel to the waste to energy plant." (Sperduto Trial Tr. 132:7-9, Oct. 23, 2025.) Discussions regarding the waste to fuel concept were ongoing as of June 28, 2012. (Sperduto Trial Tr. 33:19; 34:19-35:2, Oct. 24, 2025.) The operating agreement that was meant to create and govern the joint entity never came to fruition. *Id.* at 16:18-23.

**E**

**Café Nuovo**

After the Transfer Station Lease was signed, in June 2012, a luncheon meeting took place at Café Nuovo with the partners of Globally Green and Mr. Sperduto. *Id.* at 36:5-12. The partners of Globally Green believed the meeting was to be a celebratory event in light of the fact that the Transfer Station Lease was finally in place. However, what occurred was quite different and there are two versions of what happened. Mr. Lynch, Mr. Nicholson, Mr. Sepe, Mr. Harwood, and Mr. Sperduto were all in attendance at the meeting at Café Nuovo. (Lynch Trial Tr. 75:23-76:1, Oct. 24, 2025.) At the lunch, Mr. Lynch asked Mr. Sperduto when Globally Green would receive the $250,000 as provided in Paragraph three of the MOU as amended. All witnesses at the lunch agreed that Mr. Sperduto said there was no agreement between Waste Haulers and Globally Green. (Sperduto Trial Tr. 139:20-140:14, Oct. 23, 2025.)

What happened next is in dispute. Mr. Sperduto's version of events included threats from the Globally Green partners and requests for $500,000. (Sperduto Trial Tr. 36:13-15; 36:18-37:5, Oct. 24, 2025.) Globally Green attendees stated that they were shocked into silence when Mr.

Sperduto said there was no contract and no forthcoming payment. (Lynch Trial Tr. 76:6-23; 77:15-16, Oct. 24, 2025; Sepe Trial Tr. 50:23-51:4; 51:19-21; 53:16-54:21, Oct. 27, 2025; Nicholson Trial Tr. 8:8-14, Oct. 28, 2025.) Mr. Nicholson saw the signing of the Transfer Station Lease as the "trigger for an initial payment for [Globally Green] for the work [they have] done."[7] (Nicholson Trial Tr. 8:8-14, Oct. 28, 2025.) There were no threats, no hand placed on a shoulder, nor a demand for $500,000. (Lynch Trial Tr. 76:24-77:5; 77:8-16, Oct. 24, 2025; Nicholson Trial Tr. 12:25-13:10, Oct. 28, 2025; Harwood Trial Tr. 3:2-15, Oct. 28, 2025.) The only dramatics came from Mr. Sperduto when he stood up, stated sue me, and then left the restaurant. (Sepe Trial Tr. 54:23-55:2, Oct. 27, 2025; Nicholson Trial Tr. 13:11-25, Oct. 28, 2025.) Prior to the June 2012 Café Nuovo meeting, Mr. Nicholson never understood that Waste Haulers considered the MOU to have expired. (Nicholson Trial Tr. 110:20-25, Oct. 28, 2025.)

**F**

**The Instant Litigation**

Mr. Sperduto did not wait to be sued by Globally Green. Rather, on July 30, 2012, Waste Haulers filed an action for declaratory judgment seeking to have the Court declare that there was no contract between it and Globally Green. (KB-2012-0885.) Subsequently, on September 10, 2012, Globally Green brought the present action. On March 10, 2014, Globally Green filed its Amended Complaint in this action. *See generally* Am. Compl. The Amended Complaint advanced five claims against all Defendants: Count I – Breach of Contract, Count II – Quantum Meruit, Count III – Unjust Enrichment, Count IV – Contract in Fact, Count VII – Promissory

[7] The MOU states "[a]n advancement of the Payment Amount (defined below) shall be negotiated with GG and shall be an amount satisfactory to GG in its sole discretion. Such advancement shall be credited against the Purchase Amount under Section 3(c) below. Such advancement shall be paid within [thirty] days from the first day WH effectively assumes management control of the Transfer Station." (Ex. 1 at 2-3; *see* Nicholson Trial Tr. 9:3-10:13, Oct. 28, 2025.)

Estoppel.[8] *See id.* The Amended Complaint asserted one claim against only Mr. Sperduto: Count VI – Fraud. *See id.* In October 2025,[9] this Court conducted an eight-day jury trial.

**1**

**Trial Testimony: Credibility**

**i**

**Mr. Sperduto**

The Court found most of Mr. Sperduto's testimony to lack any credibility whatsoever. Mr. Sperduto claimed that the Globally Green partners already had the rights to operate the Pawtucket Transfer Station. The MOU, which he negotiated with Mr. Nicholson, specifically contradicts such testimony. The second paragraph of the Recitals defines Development Rights to be "the opportunity to operate the Blackstone Valley Regional Transfer Station under an Operating Agreement (to be negotiated) with the City of Pawtucket[.]" Paragraph one of the MOU refers to negotiations to be had with Pawtucket. Paragraph four addresses the specific terms that would be their negotiating strategy with the City. Paragraph six addresses what will transpire if the City concluded that it had to publicly bid the project. It is incredulous that Mr. Sperduto could have negotiated and signed the MOU and still believe that Globally Green already had the rights to operate the Pawtucket Transfer Station.

Turning to the Café Nuovo meeting, Mr. Sperduto's recount of the meeting may have been credible in an episode of *The Sopranos,* but it lacked any such credibility in the courtroom. Globally Green's recollection of the Café Nuovo meeting did not suffer from the same fantastical

[8] The operative Amended Complaint asserted Count V – Anticipatory Breach Third-Party Beneficiary. *See generally* Am. Compl. However, during a jury instruction conference, the parties agreed to abandon this count.

[9] The case was not assigned to the Court until 2019. Why the case lingered for six years, the Court has no knowledge. Why it took so long to get to trial after 2019 relates to several changes in attorneys for all parties and extensive Court excusals granted by the Presiding Justice.

nature as Mr. Sperduto's recount did. Four of the five Globally Green partners who were in attendance at the meeting testified that no one ever threatened Mr. Sperduto and that they were shocked and silent when he said there was no agreement and would not make the initial payment. Three of the attendees are respected members of the Rhode Island bar, and the Court cannot conceive that they would act as Mr. Sperduto claimed.

Mr. Sperduto claimed the agreement expired after 120 days. Yet he acknowledged that partners of Globally Green assisted with obtaining the rights to operate the Pawtucket Transfer Station. He claimed that Mr. Nicholson's efforts were taken as his attorney. There were discussions of Mr. Nicholson working in-house for Waste Haulers sometime in late 2010 to early 2012. However, Mr. Nicholson asserts that those discussions never came to fruition. (Nicholson Trial Tr. 154:9-155:25, Oct. 28, 2025.) Both parties agree that Mr. Nicholson litigated nonrelated cases in his personal professional capacity for Waste Haulers and Mr. Sperduto. In those instances, there were retainer agreements and Mr. Nicholson was compensated for that work. (Sperduto Trial Tr. 66:1-9, Oct. 23, 2025; Nicholson Trial Tr. 49:6-16; 153:1-17, Oct. 28, 2025.)

Mr. Nicholson had no retainer agreement with Waste Haulers or WHM relating to the Pawtucket Transfer Station. For Mr. Sperduto to claim Mr. Nicholson was working for him and not Globally Green is just another incredulous statement from a witness who lacked all credibility.

**ii**

**Other Witnesses**

The key events recounted at trial took place over fifteen years ago, and the Court makes its credibility findings in light of the fact that some memory discrepancies were likely. The Court found Mr. Vinagro to be credible in his testimony. And although Mr. Nicholson disregarded the

Court's instruction to testify in sentences rather than paragraphs, the Court found him to be credible. Notwithstanding the understandable memory issues, as most of the relevant events took place over twelve to fifteen years ago, the Court found Mr. Sepe credible. The Court found both Mr. Lynch and Mr. Harwood credible in their testimony. The Court found Mr. Leitao credible as he recounted his relationship with Mr. Sepe and his understanding of the Pawtucket Transfer Station's operations while he worked for the City of Pawtucket. The Court found Mayor Grebien credible in his recorded testimony as he explained the process Pawtucket went through to put the Pawtucket Transfer Station out to bid. The Court found Javier Perez's testimony credible as well.

**G**

**Jury Verdict**

The verdict form allowed the jury to navigate through it depending on their answers. The verdict form asked eleven questions. The first two read as follows.

> "**Question 1**
>
> "Did Globally Green prove that the Memorandum of Understanding was a valid and enforceable contract between Globally Green and any of the Defendants?
>
> "If your answer is no for all Defendants, please mark no with an "X" for all Defendants, and then proceed directly to Question 4.
>
> "If your answer is yes for at least one Defendant, please mark with an "X" which Defendant(s) entered into the Memorandum of Understanding with Globally Green and then please proceed to Question 2:

| | |
|---|---|
| Waste Haulers, LLC | Yes _____ No _____ |
| Patsy Sperduto | Yes _____ No _____ |
| WHM Holdings, LLC | Yes _____ No _____ |

"**Question 2**

"For each Defendant you marked with a "Yes" for Question 1, did Globally Green prove that Defendant breached its obligations under the Memorandum of Understanding at a time when the Memorandum of Understanding was still in effect?

| | |
|---|---|
| Waste Haulers, LLC | Yes _____ No _____ |
| Patsy Sperduto | Yes _____ No _____ |
| WHM Holdings, LLC | Yes _____ No _____ |

"If your answer is no, please proceed directly to Question 10.

"If your answer is yes, please mark with an "X" which Defendant(s) breached its obligations under the Memorandum of Understanding and then please proceed to Question 3."

The jury answered yes for Waste Haulers and no for Patsy Sperduto and WHM for Question 1; namely, that the MOU was a contract between Waste Haulers and Globally Green. However, as to Question 2, they did not find that Waste Haulers breached that agreement.[10] As directed by the verdict form, the jury then bypassed Questions 3-10 pertaining to quantum meruit, unjust enrichment, and promissory estoppel. As to Question 11, the jury found Mr. Sperduto did not commit fraud in his individual capacity.

## H

## Procedural History

Defendants moved for judgment as a matter of law on all counts after Globally Green rested. Defendants renewed their Rule 50 of the Superior Court Rules of Civil Procedure motion for judgment as a matter of law on all counts after they rested. The Court denied Defendants'

[10] Although the jury was instructed to only answer Question 2 for each Defendant they marked with a yes for Question 1, the jury marked no for all Defendants.

judgment as a matter of law for Count II – Quantum Meruit and Count III – Unjust Enrichment because the Court found Globally Green presented sufficient evidence of the services rendered that were beneficial to Defendants. The Court reserved decision on Defendants' motion pertaining to Count I, Count IV, and Count VI.

After the jury verdict, Globally Green moved for a motion for a new trial. Globally Green argues it is entitled to a new trial because the jury verdict was against the preponderance of the evidence, failed to respond to the merits of the controversy, and failed to do justice. (Pl.'s Mem. in Supp. of Mot. for New Trial ("Pl. Mem.") at 1.) Waste Haulers asks the Court to reject all of Globally Green's grounds for a new trial. (Defs.' Mem. in Supp. of Obj. to Pl.'s Mot. for New Trial ("WH Mem.") at 1.) WHM and Mr. Sperduto incorporate all of Waste Haulers' arguments and reject all of Globally Green's asserted grounds for a new trial. (Sperduto and WHM Mem. at 1.)

## II

## Standard of Review

After a trial by jury, "[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." Super. R. Civ. P. 59(a). The Rhode Island Supreme Court has stated that, "when ruling on a motion for a new trial, the trial justice functions as a 'seventh juror[.]'" *Salvatore v. Palangio*, 247 A.3d 1250, 1263 (R.I. 2021) (quoting *Yi Gu v. Rhode Island Public Transit Authority*, 38 A.3d 1093, 1101 (R.I. 2012)). In this role, the trial justice "'exercises independent judgment on the credibility of witnesses and on the weight of the evidence.'" *State v. DiCarlo*, 987 A.2d 867, 870 (R.I. 2010) (quoting *State v. Banach*, 648 A.2d 1363, 1367 (R.I. 1994)). The trial justice is permitted, at his or her discretion,

to admit evidence by drawing proper inferences. *Barbato v. Epstein*, 97 R.I. 191, 193, 196 A.2d 836, 837 (1964).

In acting as a "superjuror," "[t]he trial justice must carry out at least a three-step analytical process[.]" *Bonn v. Pepin*, 11 A.3d 76, 78 (R.I. 2011); *see DiCarlo*, 987 A.2d at 870.

> "First, the trial justice must consider the evidence in light of the charge to the jury, a charge that is presumably correct and fair to the defendant. Next, the trial justice should form his or her own opinion of the evidence. In doing so, the trial justice must . . . weigh the credibility of the witnesses and [the] other evidence and choose which conflicting testimony and evidence to accept and which to reject. Finally, the trial justice must determine by an individual assessment of the evidence and in light of the charge to the jury, whether the justice would have reached a different result from that of the jury." *State v. Salvatore*, 763 A.2d 985, 991 (R.I. 2001) (internal quotations and citations omitted).

Upon a determination that "'the evidence is evenly balanced or is such that reasonable minds, in considering that same evidence, could come to different conclusions, then the trial justice should allow the verdict to stand[,]'" even if the trial justice entertains some doubt as to its correctness. *Graff v. Motta*, 748 A.2d 249, 255 (R.I. 2000) (quoting *Morrocco v. Piccardi*, 713 A.2d 250, 253 (R.I. 1998)) (per curiam). However, if after making an independent review of the evidence, "'the trial justice finds that the jury's verdict is against the fair preponderance of the evidence'" and fails to do substantial justice, the verdict must be set aside. *Reccko v. Criss Cadillac Co.*, 610 A.2d 542, 545 (R.I. 1992) (quoting *Sarkisian v. NewPaper, Inc.*, 512 A.2d 831, 836 (R.I. 1986)). Even though the trial justice "need not perform an exhaustive analysis of the evidence, he or she should refer with some specificity to the facts which prompted him or her to make the decision so that the reviewing court can determine whether error was committed." *Id.* (citing *Zarrella v. Robinson*, 460 A.2d 415, 418 (R.I. 1983)).

## III

## Analysis

### A

### Globally Green's Rule 59(a) Motion for New Trial

#### 1

#### Against the Preponderance of the Evidence

##### i

##### Breach of Contract

Globally Green argues that the jury verdict was against the preponderance of the evidence because Mr. Sperduto's relevant testimony was not credible regarding the conduct and intent of the Defendants during the period from February 2010 to June 2012. (Pl.'s Mem. at 1, 13.) Waste Haulers argues that Globally Green's argument pertaining to the sufficiency of evidence does not meet the standard for a new trial as it is irrelevant to the potential expiration of the MOU or Globally Green's entitlement to a $250,000 payment in June 2012. (WH's Mem. at 2.) Waste Haulers asserts that Globally Green, not it and the other Defendants, had the burden of proof and therefore Globally Green's argument that Mr. Sperduto's lack of credibility does not support Defendants' defenses is an incorrect statement of the law. *Id.* at 5-6. Waste Haulers argues that the evidence presented at trial, not just Mr. Sperduto's testimony, supports the jury's finding that Waste Haulers did not breach the MOU. *Id.* at 6-8. Waste Haulers argues that Globally Green did not meet its burden to prove that it waived the MOU's 120-day term. *Id.* at 9-12. Waste Haulers asserts a reasonable jury could conclude that Waste Haulers' alleged silence was not a waiver of the temporal term of the MOU because the amendment required a signed written document. *Id.* at 11. Waste Haulers asserts that it was reasonable for the jury to take Mr.

Sepe's $20,000 as a personal repaid loan and not evidence of waiver of the MOU's express terms. *Id.* Waste Haulers argue that the jury's finding of no breach should not be disturbed "because Globally Green's claim is based entirely on the non-payment of $250,000 in June 2012, an obligation that appears nowhere in the original, fully executed MOU." *Id.* at 12.

The jury verdict form asked that "[f]or each Defendant you marked with a "Yes" for Question 1, did Globally Green prove that Defendant breached its obligations under the Memorandum of Understanding *at a time when the Memorandum of Understanding was still in effect*." (Jury Instructions, Jury Verdict Form at 25 (emphasis added).) This language requires the jury to evaluate whether the parties modified the MOU.

Waste Haulers asserts that the MOU required amendments to be written. (WH's Mem. at 11.) But the testimony presented at trial affirmatively demonstrated that the MOU was modified to extend past the 120-day period. In Section 6, entitled Term and Termination, the MOU states

> "[t]his MOU will begin upon execution and shall carry a one hundred and twenty (120) day term. The Parties anticipate that within the one hundred and twenty (120) day term, WH will execute a Letter of Intent, or some equivalent, with the City to operate the Transfer Station. . . . GG will work with WH exclusively in all capacities including, Negotiations with City, operation of the Blackstone Valley Transfer Station, development rights and permitting." (Trial Ex. 1.)

Section 10 of the MOU states "[t]o be effective, an amendment, waiver or termination of this MOU must be in a document signed by an authorized officer of each Party." *Id.*

A contract that requires amendments to be in writing can still be modified orally. "Furthermore, under certain circumstances, parties can modify a contract's written terms by subsequent oral agreement even if the contract requires that modifications be made in writing." *Fondedile, S.A. v. C.E. Maguire, Inc.,* 610 A.2d 87, 92 (R.I. 1992). Certain circumstances are when "the trial court finds that the parties waived their contractual rights regarding the procedure

for modification." *MBT Construction Corp. v. Kelhen Corp.,* 432 A.2d 670, 675 (R.I. 1981). The Court in *MBT Construction Corp.* held that the parties waived the contract provision requiring contract modifications for extras to be in writing because "both parties consistently ignored the contract provision requiring contract modifications for extras to be in writing" and "that defendant agreed to each change proposed by" a party. *Id.* at 673, 675. The Rhode Island Supreme Court held in *Menard & Co. Masonry Building Contractors v. Marshall Building Systems, Inc.*, 539 A.2d 523 (R.I. 1988), that the explicit assurance from the party who contracted with the plaintiff to the "plaintiff that it would be paid for work not contemplated by the contract Marshall waived its contractual rights with regard to the procedure for modification." *Menard & Co. Masonry Building Contractors,* 539 A.2d at 527 (citing *Northway Decking & Sheet Metal Corp. v. Inland-Ryerson Construction Products Co.,* 426 F. Supp. 417, 431 (D.R.I. 1977); *Fanning & Doorley Construction Co. v. Geigy Chemical Corp.,* 305 F. Supp. 650, 671 (D.R.I. 1969); *MBT Construction Corp.* 432 A.2d 670.))

> "Generally, parties to a contract may modify the written terms by a subsequent oral agreement. *Industrial National Bank v. Peloso*, R.I., 397 A.2d 1312, 1314 (1979). Assuming both parties assent to a modification rising to the level of a separate agreement, the modification will not lack enforceability simply because the parties failed to employ the particular method of modification called for in the contract. See *Southern Acid & Sulphur Co. v. Childs,* 207 Ark. 1109, 1112, 184 S.W.2d 586, 588 (1945). In such a situation the parties will be bound by the modification if the trial court finds that the parties waived their contractual rights regarding the procedure for modification." *MBT Construction Corp.,* 432 A.2d at 674-75.

"'[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)). Globally Green, as the party claiming there has been a waiver of a contractual provision, had and met that burden of proof

during the trial. *See Sturbridge Home Builders, Inc.*, 890 A.2d at 65. "'A waiver may be proved indirectly by facts and circumstances from which intention to waive may be *clearly inferred* [.]'" *Id.* (quoting 28 Am. Jur. 2d *Estoppel and Waiver* § 225 (2000) (Emphasis added).)

As the Court does not afford any credibility to Mr. Sperduto's testimony regarding the MOU's expiration, it does not consider that he thought the MOU had expired in the 120-day period. Waste Haulers argues that the actions taken by Mr. Sperduto and Globally Green after the supposed expiration do not amount to waiver of the 120-day expiration period because the various communications about a future definitive agreement demonstrate an understanding that the MOU had expired. (WH's Mem. at 9-12.) But the Court disagrees with this characterization of the evidence because those communications need to be considered within the overall context of the business relationship.

Globally Green's plan for the Pawtucket Transfer Station consisted of multiple steps. Globally Green's facilitation of the privatization of the Pawtucket Transfer Station was only step one. (Sepe Trial Tr. 68:2-9, Oct. 27, 2025.) Globally Green expected to be paid for this initial step. (Lynch Trial Tr. 74:17-24, Oct. 24, 2025; Sepe Trial Tr. 74:11-19, Oct. 27, 2025.) This more definitive agreement that the parties were working toward would govern how WHM would operate during a later step in Globally Green's plan – the waste to energy phase. (Sperduto Trial Tr. 132:7-9, Oct. 23, 2025; Sperduto Trial Tr. 16:18-23, Oct. 24, 2025.) Globally Green and Waste Haulers were incorrect in how long privatization would take. This inaccurate estimate was likely in part due to the change in circumstances caused by the 2010 mayoral election in which Mayor Grebien defeated incumbent Mayor Doyle and the subsequent public bid process. Their inaccuracy in the face of the changed circumstances, coupled with Mr. Sperduto and Globally Green's actions after the alleged expiration of the MOU, demonstrate that the only logical and

evidentiary supported explanation is that the parties waived the 120-day term, and the MOU did not expire in June 2010.

The Court finds that Mr. Nicholson, a respected member of the Rhode Island bar, was acting as a partner of Globally Green in his work that helped Waste Haulers secure the Pawtucket Transfer Station operator contract. After the alleged expiration of the MOU, Mr. Nicholson, acting as a partner of Globally Green, provided comments on the RFQ submission, assisted in the bid submission, attended numerous City Council meetings, and negotiated with the City Solicitor the terms of the Lease and Operations Agreement. (Nicholson Trial Tr. 112:23-113:7; 113:15-19, Oct. 28, 2025.) In August 2011, Globally Green, through Mr. Nicholson and Mr. Sepe,[11] was involved in contract negotiations. *Id.* at 129:1-8. In April 2012, Mr. Nicholson was still negotiating and drafting contracts on behalf of Waste Haulers as a partner of Globally Green. *Id.* at 139:3-9. It is not believable that Mr. Nicholson would organize a celebratory luncheon at Café Nuovo for Globally Green and Mr. Sperduto for the success of the project if he had abandoned his partners. *See id.* at 10:16-11:2.

To assert, as Mr. Sperduto does, that Mr. Nicholson did all this work as an attorney for Waste Haulers without a retention agreement and without being paid belies common sense and is just not credible.

The Court found the testifying Globally Green partners to be credible businessmen. Globally Green fully expected and acted like the MOU was still in effect until the Café Nuovo meeting in 2012. Mr. Nicholson and Mr. Lynch explained that if Mr. Sperduto informed them that the MOU had expired in June 2010, Globally Green would have notified the City of Pawtucket that they were going to find a different operator for the project. (Nicholson Trial Tr.

[11] Mr. Sepe was not negotiating terms but attending meetings due to his trusted relationship with Pawtucket. (Nicholson Trial Tr. 130:1-6, Oct. 28, 2025.)

108:15-22, Oct. 28, 2025; Lynch Trial Tr. 78:14-22, Oct. 24, 2025.) But they were not informed of this until the meeting at Café Nuovo. Globally Green's actions during this period include Mr. Nicholson's legal work done as a partner of Globally Green, maintaining the exclusive relationship with Waste Haulers,[12] and various members of Globally Green attending multiple meetings with the City of Pawtucket on behalf of Waste Haulers during this time. In addition, the Court finds Mr. Sepe acted as a partner of Globally Green, fulfilling his obligations under the MOU, when he provided Waste Haulers with the $20,000 required for the bid bond. These are not the actions of men who think that the MOU expired. These are actions of men who are abiding by their contractual duties and expect their business partner, Waste Haulers, will follow suit.

On June 28, 2010, Mr. Sperduto was still e-mailing Mr. Nicholson about "our agreement between WH and Globally Green" and in response, Mr. Nicholson explained "[t]he agreement between WH and GG is the LOI. If there are any changes, I suggest we just supplement the LOI with amendments."[13] (Ex. 68 at 1.) Mr. Sperduto also e-mailed Mr. Nicholson on June 28, 2010 stating "[t]he agreement . . . we have in place was to be a baseline for our getting an agreement from Pawtucket." (Ex. 69; Nicholson Trial Tr. 108:1-8, Oct. 28, 2025.) Mr. Sperduto remained silent for the next two years on his belief that the MOU expired.[14] He never e-mailed Globally

[12] If Globally Green had thought that the MOU had expired, they would have taken their relationship and years of preparation work and partnered with a different operator. (Lynch Trial Tr. 78:14-22, Oct. 24, 2025; Nicholson Trial Tr. 108:15-22, Oct. 28, 2025.)

[13] Mr. Nicholson explained LOI stands for letter of intent and is an interchangeable term with MOU. (Nicholson Trial Tr. 106:17-23, Oct. 28, 2025.) Mr. Nicholson meant to say MOU, not LOI in his e-mail. *Id.* at 107:10-15, Oct.

[14] The Court finds Mr. Sperduto's recount that he informed Mr. Nicholson to lack credibility in the face of Mr. Nicholson's testimony. (Sperduto Trial Tr. 64:5-65:6, Oct. 23, 2025; Nicholson Trial Tr. 47:13-16; 108:9-14, Oct. 28, 2025.) Mr. Nicholson also explained that the 120-day expiration date related to the exclusivity provision in the MOU and how long it could take to finalize the advance payment decision. (Nicholson Trial Tr. 101:6-103:6, Oct. 28, 2025.)

Green stating that he thought the MOU had expired nor that it had terminated. (Sperduto Trial Tr. 64:5-13, Oct. 23, 2025.) Mr. Sperduto was in constant contact with Globally Green during this period. Mr. Sperduto reaped the benefits of Globally Green's work when WHM was awarded the Pawtucket Transfer Station contract.

Viewing the evidence, the Court finds that the parties waived the requirement for an amendment to be in writing and, through their conduct, amended the MOU to extend past the 120-day period. The Court did not find Mr. Sperduto's testimony to be credible, and considering the evidence in support of waiver – the continued efforts of Globally Green after the alleged expiration, Globally Green's reasonable expectation to be paid for their efforts, and Mr. Sperduto's silence to the contrary – the Court finds that the parties amended the MOU's expiration clause. The evidence is insufficient to allow for reasonable minds to differ on this point. The jury verdict form asked that "[f]or each Defendant you marked with a "Yes" for Question 1, did Globally Green prove that Defendant breached its obligations under the Memorandum of Understanding *at a time when the Memorandum of Understanding was still in effect*." (Jury Instructions, Jury Verdict Form at 25 (emphasis added).) Therefore, the Court finds Waste Haulers' argument that Globally Green did not present this issue to the jury to be unavailing. It is undisputed that Globally Green was not paid for its efforts on behalf of Waste Haulers. The Court finds Mr. Sepe's assurance that he signed the addendum reliable. It is against the weight of the evidence to find that Waste Haulers did not breach the MOU at a time when it was in effect. The Court grants Globally Green's motion for a new trial.

In light of the Court's grant of Globally Green's motion for new trial on the contract claim and that the jury, due to the unobjected to verdict form, did not render a verdict on Globally Green's claims of quantum meruit, unjust enrichment, contract in fact, and promissory

estoppel due to the jury's determination of the breach of contract claim, this Court's grant of a new trial is inclusive of the quasi-contractual counts. As such, the Court need not address Globally Green's arguments in favor of a new trial relating to: Count II - Quantum Meruit, Count III – Unjust Enrichment, and Count VII – Promissory Estoppel.

The Court reserved decision on Defendants' judgment as a matter of law on motions for Count I and Count IV and submitted these counts to the jury. The jury rendered a verdict wherein they found a contract existed between Globally Green and Waste Haulers, but that Waste Haulers did not breach that contract. When addressing a renewed motion for judgment as a matter of law, "'[t]he trial justice . . . must examine the evidence in the light most favorable to the nonmoving party, without weighing the evidence or evaluating the credibility of witnesses, and draw[] from the record all reasonable inferences that support the position of the nonmoving party.'" *Lemont v. Estate of Ventura*, 157 A.3d 31, 36 (R.I. 2017) (quoting *Roy v. State*, 139 A.3d 480, 488 (R.I. 2016)) (further internal quotation omitted). If, after such review, "there are factual issues upon which reasonable people may have differing conclusions[,]" the motion for judgment as a matter of law must be denied. *Broadley v. State*, 939 A.2d 1016, 1020 (R.I. 2008). The Court denies Defendants' motion related to Count I and Count IV because it finds that Globally Green presented legally sufficient evidence on its breach of contract claim and contract in fact claim. Consistent with the Court's grant of a new trial, the Court denies Defendants' judgment as a matter of law motions for Count I – Breach of Contract and Count IV – Contract in Fact.

**ii**

**Fraud**

Globally Green argues that the evidence was sufficient to support Globally Green's claim for fraud against Mr. Sperduto. (Pl.'s Mem. at 11.) Mr. Sperduto argues that Globally Green waived its ability to seek a new trial on the fraud claim because its brief reference in Plaintiff's memorandum does not constitute a meaningful discussion and therefore constituted waiver on the issue. (Sperduto and WHM's Mem. at 2-3.) Mr. Sperduto argues that Globally Green failed to present any evidence at trial that he acted in his individual capacity. *Id.* at 3-5. Globally Green only asserted the fraud claim against him in his individual capacity, and the Court denied Globally Green's motion to amend to add a fraud claim against Waste Haulers. (Sperduto and WHM's Mem., Ex. 3, Pl.'s Mot. to Amend Compl.; Sperduto and WHM's Mem., Ex. 4, Nov. 17, 2025 Order.) Mr. Sperduto asserts that Globally Green did not provide sufficient evidence at trial to support a fraud claim against him. (Sperduto and WHM's Mem. at 5-6.)

In light of the jury verdict form, which specifically asks if Mr. Sperduto committed fraud in his individual capacity, and the lack of evidence that Mr. Sperduto acted in his individual capacity in the disputed situations, the Court concurs with the jury verdict. The evidence at trial supports that he was only acting in his capacity as an officer of Waste Haulers during his dealings with Globally Green. *See* Sperduto Trial Tr. 51:20-52:11, Oct. 24, 2025. Therefore, Globally Green's motion for a new trial on the fraud count is denied.

The Court reserved decision on Mr. Sperduto's motion for judgment as a matter of law on Count VI - Fraud. "'[A] trial justice should enter judgment as a matter of law when the evidence permits only one legitimate conclusion in regard to the outcome.'" *Lemont*, 157 A.3d at 36 (quoting *Roy*, 139 A.3d at 488). Stating it differently, for a defendant to prevail on its motion, the

court must find that no reasonable jury could have found for plaintiff based on the evidence presented. *See McLaughlin v. Moura*, 754 A.2d 95, 98 (R.I. 2000). In viewing the evidence presented at trial, no reasonable jury could have found for Globally Green because no evidence was presented that Mr. Sperduto acted in his individual capacity in his dealings with Globally Green. In addition, the evidence of fraud presented to the Court involving Mr. Sperduto seeking to move the Pawtucket Transfer Station to another venue was legally insufficient. Therefore, consistent with the jury verdict and the Court's denial of Globally Green's motion for new trial on Count VI – Fraud, the Court grants Mr. Sperduto's motion for judgment as a matter of law on the fraud count only.

## IV

## Conclusion

Globally Green's motion for new trial is granted in part on: Count I – Breach of Contract, Count II - Quantum Meruit, Count III – Unjust Enrichment, Count IV – Contract in Fact, and Count VII – Promissory Estoppel and denied in part on Count VI – Fraud. Counsel shall submit the appropriate order for entry.

**RHODE ISLAND SUPERIOR COURT**

***Decision Addendum Sheet***

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| **TITLE OF CASE:** | **Globally Green v. Patsy Sperduto, et al.** |
| **CASE NO:** | **KB-2012-1049** |
| **COURT:** | **Kent County Superior Court** |
| **DATE DECISION FILED:** | **May 15, 2026** |
| **JUSTICE/MAGISTRATE:** | **Licht, J.** |
| **ATTORNEYS:** | |
| **For Plaintiff:** | **Daniel P. McKiernan, Esq.**<br>**August E. Bigos, Esq.**<br>**Gerard M. Decelles, Esq.**<br>**Cale P. Keable, Esq.** |
| **For Defendant:** | **Michael A. Kelly, Esq.**<br>**Joseph A. Farside, Esq.**<br>**Judah H. Rome, Esq.**<br>**Mitchell Edwards, Esq.**<br>**Christine K. Bush, Esq.**<br>**Mackenzie C. McBurney, Esq.** |
| **For Interested Party:** | **Armando E. Batastini, Esq.** |