STATE OF RHODE ISLAND

NEWPORT, SC. **SUPERIOR COURT**

(FILED: October 27, 2026)

THE SPRINGFIELD GROUP, *Plaintiff,*	:	
v.	:	**C.A. No. NC-2025-0402**
OUR SUNNY ACRES ASSOCIATION f/k/a SHADY PARK, *Defendant.*	:	

DECISION

LICHT, J. This case arises from the pending sale of a mobile home park. On September 9, 2025, The Springfield Group ("Springfield Group") filed its single count Complaint seeking a Declaratory Judgment as to the rights of Springfield Group and Our Sunny Acres Association ("Our Sunny Acres") and asserting that Our Sunny Acres does not have the right to purchase the mobile home park pursuant to G.L. 1956 § 31-44-3.1. Our Sunny Acres' second amended answer to Springfield Group's Complaint asserted the defenses of waiver and estoppel and filed a counterclaim asserting Springfield Group engaged in acts of reprisal against Our Sunny Acres in violation of § 31-44-5. The Court bifurcated the counterclaim, and this Decision concerns only the Declaratory Relief sought by Springfield Group and Our Sunny Acres' affirmative defenses.

On March 3, 2026, this Court denied Springfield Group's motion for summary judgment and held that although Our Sunny Acres was not entitled to notice under § 31-44-3.1(a),[1] there were genuine issues of material fact regarding waiver and estoppel. *See The Springfield Group v.*

[1] The Court's decision rested on the fact that Our Sunny Acres did not have the requisite Articles of Incorporation and did not address whether Our Sunny Acres had 51 percent membership. (*See The Springfield Group v. Our Sunny Acres Association,* No. NC-2025-0402, Mar. 3, 2026, Licht, J. ("Summ. J. Decision") at 7, n.1.)

Our Sunny Acres Association, No. NC-2025-0402, (Mar. 3, 2026, Licht, J.) ("Summ. J. Decision").

In September 2026, this Court conducted a three-day bench trial. Seven witnesses testified. The parties introduced thirty-seven joint exhibits, including a joint stipulation of undisputed facts (Joint Ex. "J. Ex." 37), and Our Sunny Acres introduced eight exhibits.

For the reasons stated herein, the Court finds that both affirmative defenses fail, and Our Sunny Acres is not entitled to a right of first refusal.

I

Standard of Review

In a nonjury trial, "[t]he trial justice sits as a trier of fact as well as of law." *Hood v. Hawkins,* 478 A.2d 181, 184 (R.I. 1984). "Consequently, he weighs and considers the evidence, passes upon the credibility of the witnesses, and draws proper inferences." *Id.* "The task of determining the credibility of witnesses is peculiarly the function of the trial justice when sitting without a jury." *Walton v. Baird,* 433 A.2d 963, 964 (R.I. 1981). "It is also the province of the trial justice . . . to draw inferences from the testimony of witnesses . . . ." *Id. See also Rodriques v. Santos,* 466 A.2d 306, 312 (R.I. 1983). Pursuant to Rule 52(a) of the Superior Court Rules of Civil Procedure, the Court will proceed to make the following findings of fact and conclusions of law.

II

Findings of Facts and Conclusions of Law

A

The Mobile Home Act

This case revolves entirely around G.L. 1956 chapter 44 of title 31, the Rhode Island Mobile and Manufactured Homes Act (the "Mobile Home Act"). Under the Mobile Home Act, a tenants association of a mobile home park which has sent a certified letter notifying the park owner of its existence and satisfies two statutory prerequisites – (1) 51 percent of the home owner households are members and (2) the Articles of Incorporation specify certain rights and powers – has a right of first refusal that permits it to match any third-party bona fide offer and purchase the park from the owner.

B

Credibility

Seven witnesses testified at trial: Sheila Gallagher ("Ms. Gallagher"), an owner of Our Sunny Acres Mobile Home Park ("Sunny Acres MHP"); Sharlene Patton ("Ms. Patton"), the President of Our Sunny Acres; Nora Gosselin ("Ms. Gosselin"), the Director of Resident Acquisitions at the Cooperative Development Institute; Attorney John Kupa Jr. ("Attorney Kupa"), Springfield Group's attorney throughout the sale; Susan Martens ("Ms. Martens") and William M. Sullivan Jr. ("Mr. Sullivan"), two members of Our Sunny Acres; and Michael Desmarais ("Mr. Desmarais"), the property manager of Sunny Acres MHP.

Ms. Gallagher was straightforward and credible.

Ms. Patton had some memory issues and could be combative at times. It was obvious that she was the leader of the effort to purchase the MHP and her testimony about membership was vague and unpersuasive.

Attorney Kupa was candid, credible, and knowledgeable.

Ms. Gosselin, although knowledgeable about the subject matter, was not thorough. Her goal was to see Our Sunny Acres purchase the MHP and, while her motives were laudable, she made no effort to determine if Our Sunny Acres had the 51 percent membership. She did not pursue Attorney Kupa to determine if he was satisfied with her proposal to provide an affidavit of Ms. Patton. When Attorney Kupa, in July 2025, again asked for evidence of the 51 percent membership, she failed to provide it.

Mr. Sullivan was forthright and candid. His testimony about his membership was credible and threw doubt on Ms. Patton's assertions that there was 51 percent membership in November 2019 or March 2025.

Mr. Desmarais was straightforward and honest.

Further credibility determinations will be made when relevant in this Decision.

C

Our Sunny Acres

Springfield Group owns and operates Sunny Acres MHP, located in Portsmouth, Rhode Island. (J. Ex. 37 ¶ 1.) On November 8, 2019, Our Sunny Acres, formerly Shady Park, became an incorporated home owner households association as referenced in § 31-44-3.1. *Id.* ¶ 2. That same day, Our Sunny Acres sent Springfield Group a certified letter as notice of their incorporation (the "November 2019 Letter"). (J. Ex. 7.) The November 2019 Letter also represented the association had 51 percent membership and asserted they were entitled to a

statutory right of first refusal under § 31-44-1 should Sunny Acres MHP be sold. *Id.* Ms. Gallagher testified she had received the November 2019 Letter but had filed it away and forgot about it, not recognizing its potential legal significance and believing it to be a notification of a name change. (Gallagher Trial Tr. 48:14-18; 49:7-8, Sep. 11, 2026.) [2]

However, at the time the November 2019 Letter was sent, Our Sunny Acres did not have Articles of Incorporation specifying the power to negotiate, acquire, and/or operate a mobile home park on behalf of member residents, as is required by § 31-44-3.1. (J. Ex. 37 ¶ 4.) Moreover, there are no documents to support Our Sunny Acres' representation that it had 51 percent membership at that time. *Id.* ¶ 5. Furthermore, while the stipulated facts concede there are no records that demonstrate Our Sunny Acres had 51 percent membership in November 2019 or March 2025, the Court concludes that the testimony from Our Sunny Acres' witnesses would lead to the inference that it did not have 51 percent on either date. Mr. Sullivan and Ms. Patton both testified as to a tenants' meeting in November 2019 at which the idea of a tenants' association emerged. However, there are about 116 livable units in Sunny Acres MHP. (Patton Trial Tr. 38:23-25, Sep. 10, 2026.) To meet the 51 percent requirement, Our Sunny Acres would need fifty-eight members, but both Ms. Patton and Mr. Sullivan testified that the room only held forty to forty-five people and the room was full. (Sullivan Trial Tr. 118:12-15, Sep. 11, 2026; Patton Trial Tr. 124:22-125:1, Sep. 11, 2026.) While Ms. Patton implied that the attendees at that meeting all became members of the Homeowners Association, Mr. Sullivan said he did not become a member at that meeting. (Sullivan Trial Tr. 118:7-11, Sep. 11, 2026.) Since there were no membership forms signed, less than fifty-eight people in attendance, at least one person in

[2] The Court references rough 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.

attendance who said he did join the Homeowners Association at that meeting, there is no evidence in the record to support the assertion in Ms. Patton's letter that the Homeowner's Association had 51 percent. Furthermore, Mr. Sullivan said he did not become a member until the May 2025 meeting and Our Sunny Acres presented no evidence to support the idea it had 51 percent in March 2025. (Sullivan Trial Tr. 119:18-23, Sep. 11, 2026; *see also* J. Ex. 11 at 2 (providing dates of general membership meetings).)

On September 16, 2024, Our Sunny Acres', then Shady Park, Certificate of Incorporation was revoked and was not reinstated until April 7, 2025. (Def.'s Trial Ex. E.) However, this Court previously held that under G.L. 1956 § 7-1.2-1312(a), the April 7, 2025 reinstatement retroactively reinstated its Articles of Incorporation as if they had not been revoked. (Summ. J. Decision at 6.) In June 2025, Shady Park officially changed its name to Our Sunny Acres and changed its corporate purpose, including to "qualify for the right of first refusal," to "acquire the land and common buildings now known as Sunny Acres, and to own, lease, operate, maintain and improve the property as a cooperative manufactured housing community for the benefit of the stockholders of the corporation holding leases" and "the corporation shall operate on a cooperative basis, and shall be empowered to operate for any and all lawful purposes and activities for which cooperative corporations may be organized under Rhode Island law, and to transact any and all such business incidental thereto, primarily for the benefit of its members." (Def.'s Trial Ex. F.)

D

The Sale

Sunny Acres MHP was eventually put up for sale in fall 2024. (Gallagher Trial Tr. 50:4-9; 52:10-15, Sep. 11, 2026.) In December 2024, Crown Communities LLC ("Crown") submitted

a Letter of Intent proposing to purchase Sunny Acres MHP as part of a portfolio of mobile home parks. (J. Ex. 37 ¶ 6.) Ms. Gallagher testified the terms of the sale were negotiated from December 2024 to March 2025. (Gallagher Trial Tr. 53:8-13, Sep. 11, 2026.) On March 20, 2025, a Purchase and Sales Agreement was executed by Crown and Springfield Group for the sale of Sunny Acres MHP. (Def.'s Trial Ex. B.) Ms. Gallagher admitted that, during this time, she did not recall the November 2019 Letter and did not notify Our Sunny Acres of the pending sale. (Gallagher Trial Tr. 53:14-22, Sep. 11, 2026.)

Our Sunny Acres eventually learned of the pending sale through Ms. Gosselin in or around April 2025. (Patton Trial Tr. 129:20-130:1, Sep. 11, 2026.) Ms. Gosselin is the Director of Resident Acquisitions at the Cooperative Development Institute ("CDI"), a nonprofit organization that frequently assists homeowners' associations in purchasing their parks. (Gosselin Trial Tr. 144:3-4, 171:9-20, 172:25, Sep. 10, 2026.) *See also* J. Ex. 36.

On April 4, 2025, on behalf of Our Sunny Acres, Ms. Gosselin reached out to Springfield Group's attorney, Attorney Kupa, for the first time. (J. Ex. 36.) In her initial e-mail, she indicated that Our Sunny Acres had an incorporated resident association and was therefore "entitled to notice of the sale." *Id.* Kupa requested a copy of the November 2019 Letter, the front and back of the return receipt, and "evidence that the membership is 51 [percent] likely by a signed roster." *Id.* In response, Ms. Gosselin sent a copy of the November 2019 Letter, but informed Attorney Kupa that she would not send a roster because Our Sunny Acres did not want to share a list of its members.[3] *Id.* Instead, Ms. Gosselin offered a certification from the President of the

[3] Testimony at trial indicated that Our Sunny Acres wanted to keep their membership list confidential due to concerns of intimidation, retaliation, and surveillance. (*See, e.g.,* Patton Trial Tr. 141:15-19, Sep. 11, 2026.)

Homeowners Association that would represent they had 51 percent membership. *Id.* In this exchange, Attorney Kupa did not indicate whether such a certification would be acceptable. *Id.*

Attorney Kupa testified that prior to this e-mail exchange with Ms. Gosselin, he had researched whether there was an association at Sunny Acres MHP but could not find evidence of one. (Kupa Trial Tr. 80:3-10, Sep. 10, 2026.) He also testified that he reached out to John Mancone ("Mr. Mancone") at the Department of Business Regulation ("DBR") for information. *Id.* at 80:10-20. Mr. Mancone believed there was an association at Sunny Acres MHP, but could not affirmatively say one way or the other and suggested they provide notice to Our Sunny Acres anyway. *Id.* at 80:25-81:5, 16-24. Attorney Kupa testified that he asked several people for documents that would prove Our Sunny Acres met the statutory prerequisites, but never received any satisfactory documentation. *Id.* at 87:4-14. He admitted he received an affidavit from Ms. Patton that represented the membership of the association as of April 2025 was more than 51 percent, but he did not believe it was sufficient to meet the statutory requirements and entitle them to a right of first refusal. *Id.* at 89:23-25; *see also* J. Ex. 1.

E

The May 2, 2025 Notice

On April 17, 2025, Ms. Patton filed a formal complaint with the DBR. (*See* J. Ex. 3.) Her complaint alleged that an association at Sunny Acres MHP existed but had not received formal notice of the park's proposed sale, despite having sent the November 2019 Letter, and had not received any formal communications from Springfield Group or Attorney Kupa. *Id.*

Following the complaint, on April 30, 2025, Springfield Group sent a letter to "All Residents of Sunny Acres Mobile Home Park." (J. Ex. 34.) The letter informed residents the park was being sold and that residents would "soon be receiving formal notice of the sale which

follows the requirements of the law." *Id.* The letter also stated that "[o]ur agreement to sell to a third-party buyer does not mean that you are deprived of any of the rights and protections that you currently have under state law and which you will continue to have if the sale is consummated." *Id.*

On May 2, 2025, Attorney Kupa sent Our Sunny Acres a letter formally notifying them of the sale (the "May 2, 2025 Notice"). (J. Ex. 37 ¶ 15; J. Ex. 6.) The first paragraph of the letter provides:

> "There is no clear evidence that an incorporated homeowner household's association has been created that represents fifty-one percent (51%) of the homeowner households residing within the park, as Members or that one has *Articles of Incorporation* specifying all right and powers, including the power to negotiate for, acquire and operate the mobile home park on behalf of the Members and Residents." *Id.*

The letter continues, "[t]hat being said, for purposes of clarity and full disclosure, the park is complying with Rhode Island General laws [§] 31-44-3.1 in its entirety." *Id.* But for paragraph 13, the remainder of the May 2, 2025 Notice mirrors the notice requirements set forth in § 31-44-3.1(b). *Id.* At no point in the letter does Attorney Kupa explicitly state that Springfield Group is reserving any of its rights.

F

Our Sunny Acres' Offer

The May 2, 2025 Notice was received by Our Sunny Acres on May 12, 2025. (J. Ex. 37 ¶ 15.) Upon receipt of the May 2, 2025 Notice, Our Sunny Acres asserts it took steps to exercise its right of first refusal. (J. Ex. 4 "Patton's Aff." ¶ 7.) The residents and Ms. Gosselin held resident meetings, explored financing options, and retained counsel to draft a purchase and sales agreement. *Id.* ¶¶ 8, 9.

On June 10, 2025, Ms. Gosselin e-mailed Attorney Kupa seeking confirmation that the "[forty-five]-day clock" for residents to submit a purchase and sales agreement provided in § 31-44-3.1(c)(1) would run from the date of receipt, May 12, 2025, until June 26, 2025. (J. Ex. 25.) Attorney Kupa simply responded, "Yes, June 26, 2025." *Id.*

On or about June 19, 2025, Attorney Kupa received a Purchase and Sales Agreement from Our Sunny Acres. (Patton's Aff. ¶ 10; Def.'s Trial Ex. C.) On July 2, 2025, Attorney Kupa acknowledged receipt of the draft Purchase and Sales Agreement and again requested evidence the association had 51 percent membership and a copy of the Articles of Incorporation specifying the rights and powers of the Homeowners Association. (J. Ex. 24.)

Following this exchange, Attorney Kupa never received the documentation he requested. (Kupa Trial Tr. 140:23-141:2, Sep. 10, 2026.) Our Sunny Acres did not receive any further correspondence until the Springfield Group filed its Complaint on September 9, 2025. (Patton's Aff. ¶ 12.)

G

Statutory Right of First Refusal

Under § 31-44-3.1(c), any "incorporated home owners' association entitled to notice under this section shall have the right to purchase . . . the park, provided it meets the same price and the same terms and conditions of any offer of which it is entitled to notice under this section . . ." A tenants' association only has the right of first refusal "if (1) it is incorporated and (2) it is entitled to notice." *Davis Mobile Home Tenants Association v. Everson Construction, Inc. and Chimera, Inc.*, No. PB 06-1318, 2007 WL 1788954, at *2 (R.I. Super. June 5, 2007).

The Superior Court in *Davis Mobile Home Tenants Association* explained that "Section 31-44-3.1(a) describes two situations in which an owner must give notice to the tenants association. . ." *Id.* Section 31-44-3.1(a) provides, in relevant part:

> "In any instance in which a mobile home park owner has been sent a certified letter from an incorporated home owner households association indicating that the association has at least fifty-one percent (51%) of the home owner households residing within that park as members and has articles of incorporation specifying all rights and powers, including the power to negotiate for, acquire, and operate the mobile home park on behalf of the member residents, then . . . the owner shall notify the association . . . of any bona fide offer that the owner intends to accept. . ." Section 31-44-3.1(a).

The court explained that only after "these prerequisites have been met" must the owner notify the association of "any bona fide offer" the owner intends to accept. *Davis Mobile Home Tenants Association*, 2007 WL 1788954, at *3.

This Court previously held that Our Sunny Acres was not entitled to notice under § 31-44-3.1(a) because when Springfield Group received its bona fide offer from Crown on March 20, 2025, its Articles of Incorporation did not specify "all rights and powers, including the power to negotiate for, acquire, and operate the mobile home park on behalf of the member residents" as required under the Mobile Home Act. *See* Summ. J. Decision at 7.

Accordingly, this Decision focuses on the affirmative defenses of waiver and estoppel raised by Our Sunny Acres.

H

Waiver

Our Sunny Acres argues Springfield Group waived its right to assert that Our Sunny Acres did not satisfy the requirements of § 31-44-3.1(a) by sending the May 2, 2025 Notice

and/or the June 10, 2025 e-mail. Springfield Group asserts it cannot waive statutory prerequisites and that it did not make a knowing and voluntary waiver of its right.

"'Waiver is the voluntary, intentional relinquishment of a known right [that] 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)). "A waiver may be proved indirectly by facts and circumstances from which intention to waive may be *clearly inferred*." *Id.* (internal quotation omitted). Moreover, an implied waiver of a legal right "must be proved by a clear, unequivocal, and decisive act of the party who is alleged to have committed waiver…[and] may arise where a person against whom the waiver is asserted has pursued such a course of conduct as to sufficiently evidence an intention to waive a right or where his conduct is inconsistent with any other intention than to waive it." *Id.* (internal quotations omitted).

The first paragraph of the May 2, 2025 Notice, referred to throughout trial as the preamble, states that there is "no clear evidence" that Our Sunny Acres meets the statutory prerequisites. *See* J. Ex. 6. However, the letter continues, "[t]hat being said, for purposes of clarity and full disclosure, the park is complying with Rhode Island General laws [§] 31-44-3.1 in its entirety." *Id.* Our Sunny Acres argues this sentence and the remainder of the May 2, 2025 Notice constitute a waiver of Springfield Group's rights. They also assert the May 2, 2025 Notice does not contain an explicit reservation of Springfield Group's rights. The Court does not believe the failure to use such words constitutes a waiver. After stating that Our Sunny Acres did not meet the requirements to entitle it to a right of first refusal, Attorney Kupa then said "the park is complying with Rhode Island General laws [§] 31-44-3.1 in its entirety." *Id.* There was a DBR complaint and he had notice of the November 2019 Letter. Thus, he was required by law to provide notice of the sale. Section 31-44-3.1(b) provides twelve requirements that a notice of a

pending bona fide sale must contain at a minimum. But for the preamble and paragraph 13, the first twelve items listed in the May 2, 2025 Notice are verbatim from the statute. *See* J. Ex. 6.

Attorney Kupa's testimony indicated he did not knowingly or voluntarily waive Springfield Group's rights in the May 2, 2025 Notice. As previously stated, Attorney Kupa was credible and consistent throughout his testimony. When asked whether the May 2, 2025 Notice entitled the association to exercise its right of first refusal, Attorney Kupa answered "[a]bsolutely not. You have to be entitled to the notice and there's no evidence that they were." (Kupa Trial Tr. 88:21-89:1, Sep. 10, 2026.) On cross-examination, he affirmed it was his position that he reserved Springfield Group's rights in the May 2, 2025 Notice. *Id.* at 117:13-16.

The Court also finds Attorney Kupa did not pursue a course of conduct to sufficiently evidence an intention to waive. Instead, his intention was to comply with the notice requirements under § 31-44-3.1(a) after the formal complaint was filed with the DBR.

Specifically, on redirect by Springfield Group, Attorney Kupa testified:

> "Q: And if you recall [from direct examination], I asked you about subsection A, which states that if the association indicates in a certified mailing that they satisfy the prerequisites, the owner has to provide notice. Do you recall that?
>
> "A: I do.
>
> "Q: And you on behalf of your client has to provide that notice, is that correct?
>
> "A: That's correct.
>
> "Q: And you, on behalf of your client, did provide notice, is that correct?
>
> "A: That's correct.
>
> "Q: And I believe counsel examined you on section B of the statute, which sets forth the 13 [*sic*] items that you have to put in the notice. Is that right?
>
> "A: Yes.
>
> "…
>
> "Q: . . .Looks like you added the 13, but you certainly have the 12 statutorily required statements in your notice, correct?
>
> "A: That is correct.

> "Q: And then in the second paragraph, you say 'for purposes of clarity and full disclosure,' you add a preamble that says, even though I'm giving you this notice, there are issues as to whether you meet the prerequisites.
>
> "A: That is correct.
>
> "Q: And if you go back to our statute, which is Joint Exhibit 10, and you turn to subsection C . . . it says, 'Any incorporated homeowner's association entitled to notice under this section shall have the right to purchase.' *And you were questioning not whether they were to receive the notice under A, but whether they were entitled to the notice, correct?*
>
> "A: Exactly, yes." (Kupa Trial Tr. 138:10-140:11, Sep. 10, 2026 (emphasis added).)

Moreover, as demonstrated by the redirect of Attorney Kupa, Springfield Group draws a distinction between the use of the words "indicating" and "entitled" as used in § 31-44-3.1. Springfield Group asserts that subsection (a) only requires an owner to notify an association of a bona fide offer it tends to accept if the association had sent a letter *indicating* it had at least 51 percent membership and the requisite articles of incorporation. *See* § 31-44-3.1(a). However, subsection (c) provides an association only has the right of first refusal if it is *entitled* to notice under § 31-44-3.1. *See* § 31-44-3.1(c). Therefore, Springfield Group asserts that an association must be "entitled" to notice to be able to exercise the statutory right of first refusal.

The Superior Court's holding in *Davis Mobile Home Tenants Association* supports this reading of the statute's notice requirements. *Davis Mobile Home Tenants Association*, 2007 WL 1788954, at *2 (holding a tenants' association only has the right of first refusal "if (1) it is incorporated and (2) it is *entitled* to notice" (emphasis added)).

Accordingly, the Court finds the May 2, 2025 Notice was not a knowing and voluntary waiver of Springfield Group's right to assert statutory prerequisites. The Court finds the preamble of the May 2, 2025 Notice was a reassertion of Attorney Kupa's position that Our Sunny Acres had not shown they were entitled to the right of first refusal. Moreover, the first

paragraph begins by stating, "[t]his is a Notice provided by the mobile home park owner to inform you that the mobile home park is going to be sold." (J. Ex. 6.) Section 31-44-3.1(a) provides that when an association has sent a certified letter, "the owner shall notify the association . . . of any bona fide offer that the owner intends to accept. . ." Accordingly, the Court finds the May 2, 2025 Notice was sent as notice of Crown's bona fide offer, as required by § 31-44-3.1(a).

Under § 31-44-3.1(c), an association must still comply with the prerequisites provided in § 31-44-3.1(a) to be *entitled* to notice and to exercise the right of first refusal. In the May 2, 2025 Notice, the Court finds Attorney Kupa provided the minimum statutory notice that is required when an association *indicates* it meets the statutory requirements, while reiterating his position that Our Sunny Acres has not shown they are *entitled* to notice and the right of first refusal under the statute. Attorney Kupa was consistently concerned with "entitlement" from the outset when he first asked for evidence of the 51 percent membership until July 2, 2025 when, in response to Our Sunny Acres' submission of a purchase and sales agreement, he again asked for evidence of the 51 percent membership.

Therefore, given Attorney Kupa's testimony and the language of the Mobile Home Act, the Court finds the May 2, 2025 Notice was not a waiver of Springfield Group's rights to assert the statutory prerequisites. Similarly, the Court also finds the June 10, 2025 e-mail exchange was not a voluntary and knowing waiver of Springfield Group's rights.

I

Estoppel

Our Sunny Acres contends Springfield Group should be estopped from asserting the lack of statutory prerequisites because Springfield Group made clear and unambiguous promises in

the May 2, 2025 Notice and June 10, 2025 e-mail exchange that Our Sunny Acres reasonably relied on to its detriment, and the only way to avoid injustice is to enforce those promises.

The Rhode Island Supreme Court has defined promissory estoppel as '"[a] promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance, [and therefore] is binding if injustice can be avoided only by enforcement of the promise."' *Cote v. Aiello*, 148 A.3d 537, 547 (R.I. 2016) (quoting *Filippi v. Filippi*, 818 A.2d 608, 625 (R.I. 2003)). Although promissory estoppel is generally invoked when an agreement between parties fails on an essential element of a contractual claim, application of the doctrine has been extended '"to situations in which the promisee's reliance on the promise was induced, and injustice may be avoided only by enforcement of the promise."' *Id.* (quoting *Filippi,* 818 A.2d at 625).

The Supreme Court has established a three-element approach to promissory estoppel: "1. [a] clear and unambiguous promise; 2. [r]easonable and justifiable reliance upon the promise; and 3. [d]etriment to the promisee, caused by his or her reliance on the promise." *Filippi*, 818 A.2d at 626. "Because the doctrine of promissory estoppel is aimed at enforcing clear and unambiguous commitments in order to avoid injustice, a strict adherence" to each element is required. *Cote*, 148 A.3d at 548.

For the reasons described below, the Court finds Our Sunny Acres' promissory estoppel defense fails.

1

There Were No Clear and Unambiguous Promises

First, assuming the May 2, 2025 Notice and June 10, 2025 e-mail exchange contain promises, they are unclear and ambiguous. As explained above, the May 2, 2025 Notice

reiterates the minimum notice requirements provided under § 31-44-3.1(b). It is not clear these are promises at all, never mind clear and unambiguous promises to honor the right of first refusal. Further, the May 2, 2025 Notice states that Our Sunny Acres has not demonstrated it meets the statutory prerequisites, but also asserts Springfield Group will comply with the statute in its entirety.[4]

Moreover, in *Cote,* the Rhode Island Supreme Court stated that it was "reluctant to expand the doctrine [of promissory estoppel] to a promise that is uncertain or indefinite merely because the promise was reiterated on numerous occasions." *Cote*, 148 A.3d at 548. Accordingly, the Court finds that even if the June 10, 2025 e-mail exchange was a reiteration of the promises in the May 2, 2025 Notice, that alone does not make it enforceable under the doctrine of promissory estoppel.

2

Reliance was Unreasonable

Next, the Court finds that although Our Sunny Acres may have relied on the May 2, 2025 Notice and the June 10, 2025 e-mail exchange, that reliance was unreasonable. The May 2, 2025 Notice states "[t]here is no clear evidence" that Our Sunny Acres met the statutory requirements. (J. Ex. 6.) Ms. Gosselin and Ms. Patton testified that they were familiar with the Mobile Home Act and its requirements. (*See* Patton Trial Tr. 23:13-17, Sep. 10, 2026; Gosselin Trial Tr. 145:15-20, Sep. 10, 2026.) They were also aware that Attorney Kupa had requested certain documents to determine whether Our Sunny Acres was entitled to a right of first refusal under

[4] For example, during cross-examination of Attorney Kupa, he testified that paragraph 6 of the May 2, 2025 Notice was only a promise to follow the statute and provide access if Our Sunny Acres had a qualified association. Counsel for Our Sunny Acres responded, "[a]nd where does it say that in here?" Attorney Kupa responded that it would only be a promise if there was a qualified association first, which he believed, and this Court ultimately determined, there was not. (Kupa Trial Tr. 118:12-119:6, Sep. 10, 2026.)

the statute. (*See* J. Ex. 13 (e-mail exchange between Ms. Gosselin and Ms. Patton discussing the statutory requirements and information requested by Attorney Kupa).)

In response to Attorney Kupa's requests, Our Sunny Acres eventually provided an affidavit representing it had 51 percent membership as of April 2025 with no further proof or supporting documentation. (J. Ex. 1.) Attorney Kupa never indicated this was sufficient proof of membership because on July 2, 2025 he again asked for proof of the 51 percent membership. (*See* Kupa Trial Tr. 89:6-9, 89:23-25, 92:19-21, Sep. 10, 2026; *see also* Gosselin Trial Tr. 190:3-9, Sep. 10, 2026.)

However, the parties stipulate that on the operative dates – November 8, 2019 and March 20, 2025[5] – Our Sunny Acres did not have the requisite Articles of Incorporation and do not have any documents from which it could determine its membership at those times. (J. Ex. 37 ¶¶ 4, 5, 8, 10.) Regardless of whether Ms. Gosselin and Ms. Patton believed the affidavit was sufficient proof of membership, they were aware that the Articles of Incorporation did not specify the necessary powers until June 2025 and that this was a requirement of the statute. (*See* Gosselin Trial Tr. 167:25-168:5, Sep. 10, 2026; *see also* J. Ex. 13.) Ms. Gosselin stated as much in an e-mail to Ms. Patton when she wrote, "Mr. Kupa's position is that your respective associations aren't eligible for a formal letter/notice until you prove that you meet the burden of the statute – i.e., pre-existing, incorporated associations with articles that empower you to exercise the ROFR/negotiate for and operate the property. . ." (J. Ex. 13 at 1.)

Moreover, Ms. Gosselin testified to her experience working with mobile home park residents and the standard processes CDI typically follows throughout a potential purchase. (Gosselin Trial Tr. 171:24-172:6, 177:1-23, Sep. 10, 2026.) She testified that she was familiar

[5] November 8, 2019 being the date the Certified Letter was sent, and March 20, 2025 being the date the bona fide offer from Crown was accepted by Springfield Group.

with the laws that govern the sale and purchase of mobile homes in Rhode Island and how the typical purchase of a park by an association goes. *Id.* at 145:15-146:9. In fact, Our Sunny Acres intended to qualify Ms. Gosselin as an expert witness because of her vast experience. *See* Gosselin Trial Tr. 20-23, Sep. 11, 2026. The Court finds that although Ms. Gosselin is experienced and knowledgeable, she was not always thorough. Given her experience and her understanding of the statute, it was unreasonable for Ms. Gosselin to rely on the May 2, 2025 Notice while also not having any proof of membership besides Ms. Patton's representations. *See* Gosselin Trial Tr. 153:3-12, Sep. 10, 2026.

For the same reasons, the Court finds it was unreasonable to view the June 10, 2025 e-mail exchange as a promise to honor the right of first refusal and the forty-five-day clock when Our Sunny Acres knew they did not meet the requirements under the statute.

Therefore, the Court finds it was unreasonable to rely on the May 2, 2025 Notice and/or the June 10, 2025 e-mail exchange as evidence that Springfield Group plans to honor the statutory right of first refusal.

3

Detriment

As for the third element, the Court recognizes Our Sunny Acres incurred some detriment because of their reliance, albeit unreasonable. Several members testified about the time and resources they spent trying to exercise the right of first refusal. Ms. Gosselin testified that after she received the May 2, 2025 Notice, she met with residents several times, organized educational efforts, and engaged an attorney to prepare a purchase and sale agreement. (Gosselin Trial Tr. 219-220, Sep. 10, 2026.) She further testified that CDI is only paid for its efforts if the

association goes through with the purchase of its park. (Gosselin Trial Tr. 220:22-25, 221:8-14, Sep. 10, 2026.)

However, the Supreme Court has made clear that strict adherence to all three elements of promissory estoppel is required. *See Cote*, 148 A.3d at 548. Therefore, the Court finds Our Sunny Acres' promissory estoppel defense fails.

III

Conclusion

Accordingly, the Court declares that Our Sunny Acres does not have a right to purchase Sunny Acres MHP in accordance with § 31-44-3.1. Springfield Group requested "[a]n award of reasonable attorneys' fees, expert fees and expenses necessary to enforce such legal rights" and "[a]n award of costs under the Rhode Island Uniform Declaratory Judgments Act[.]" Such an award is within the discretion of the Court, and the Court declines to award costs or attorney fees. Counsel shall prepare the appropriate order and judgment.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**The Springfield Group v. Our Sunny Acres Association f/k/a Shady Park**
CASE NO:	**NC-2025-0402**
COURT:	**Newport County Superior Court**
DATE DECISION FILED:	**October 27, 2026**
JUSTICE/MAGISTRATE:	**Licht, J.**
ATTORNEYS:	
For Plaintiff:	**William M. Russo, Esq.** **Samantha C. Ferrucci, Esq.**
For Defendant:	**Karenann McLoughlin, Esq.** **Steven S. Flores, Esq.** **Michael Zabelin, Esq.**