STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: August 16, 2024)

V. GEORGE MITOLA and CAROL A. MITOLA,	:	
Petitioners,	:	
v.	:	**C.A. No. PC-2015-1646**
PROVIDENCE PUBLIC BUILDINGS AUTHORITY,	:	
Respondent.	:	

DECISION

LICHT, J. Respondent Providence Public Buildings Authority (PPBA or Respondent) moves to enforce the terms of a Memorandum of Understanding (MOU) entered into by Petitioners V. George Mitola and Carol A. Mitola (collectively, Petitioners) and PPBA on July 13, 2022. Petitioners object to Respondent's motion. For the reasons stated herein, Respondent's Motion to Enforce Settlement Agreement is granted.

I

Introduction

On May 29, 2002, Petitioners V. George Mitola (Mr. Mitola) and Carol A. Mitola (Mrs. Mitola) purchased, as tenants by the entirety, approximately sixty-seven acres of land in Scituate, Rhode Island. *See* Pls.' Post Trial Mem. Ex. A (Warranty Deed). The parcel is located at 21 Country View Lane, North Scituate, more specially designated by the Town of Scituate as Lot 1 on Assessor's Plat 38 (the Property).

In 2005, PPBA sought the acquisition of the development rights owned by Petitioners. *See* Resp't's Mem. in Supp. of Mot. to Enforce (Resp't's Mem.) Ex. A (Procedural History), at 1. Pursuant to G.L. 1956 § 45-50-13(a)(6), PPBA retained an appraiser to determine the fair market value of the development rights and notified Petitioners of the appointment of an appraiser by letter. *See id*. In that letter, Petitioners were also requested to obtain an appraisal; nonetheless, the appraisal was completed by PPBA. *See id*. Thereafter, PPBA filed a petition in a separate action requesting that the court determine the amount of money that would satisfy the claims of all interested persons for the development rights of the Property. *See id*. at 1-2. On March 9, 2012, the court determined that the sum of $775,000 was sufficient; and, on that same day, PPBA deposited that amount into the Registry of the Superior Court. *See id*.

PPBA filed a Petition to Reduce the Deposit from $775,000 to $485,000. *See id*. The court granted PPBA's petition and reduced the amount required to be held in the registry to $485,000. *See id*. In the order reducing the amount, the court also provided that any person claiming an interest in the development rights had three months after receipt of personal service to file a petition for the assessment of damages. *See id*. After the order was entered, Mr. Mitola filed a motion to vacate and/or modify the order. *See id*. Mr. Mitola argued that he did not receive notice of the motion to reduce the deposit held in the registry. *See id*. PPBA filed a motion for summary judgment. *See id.* An assented-to order was entered on May 15, 2014, which gave Petitioners the right to file a petition to assess damages within forty-five days after service. *See id*. at 2-3.

Following PPBA's acquisition of the Property's development rights, Petitioners filed a petition for the assessment of damages on April 22, 2015. On December 7, 2015, Mr. Mitola filed a petition to compel purchase of the Property in fee pursuant to § 45-50-13. On January 19, 2016, the trial justice heard arguments and denied Mr. Mitola's petition to compel purchase in fee, and

the issue of damages proceeded to trial. *See* Pls.' Post Trial Mem. Ex. B (Order April 4, 2016, Taft-Carter, J.). A bench trial was held on April 3, 2018, relative to Petitioners' petition for the assessment of damages. Final judgment entered on September 25, 2019, in favor of Petitioners, in the amount of $492,000 plus interest in the amount of $6,309.20.

Petitioners appealed to the Rhode Island Supreme Court.[1] The Court vacated the judgment and remanded the case "to the Superior Court with directions for the entry of an order compelling the taking in fee and for the valuation of a fee-simple interest in the sixty-seven acres of land." Pls.' Post Trial Mem. Ex. E (Opinion May 9, 2022). In accordance with the opinion of the Rhode Island Supreme Court, this Court entered an order that compelled PPBA "to take the fee-simple interest" in the Property. *See* Pls.' Post Trial Mem. Ex. G (Order June 9, 2022, Licht, J.). On July 13, 2022, a mediation session was held, and the parties executed a MOU, which is the subject of this dispute. *See* Pls.' Post Trial Mem. Ex. H (Memorandum of Understanding). On July 27, 2023, PPBA filed a Motion to Enforce the MOU. This Court held an evidentiary hearing and heard arguments on October 2, 2023 and June 18, 2024. On both dates all parties were present and afforded an opportunity to present evidence. The parties subsequently submitted post-trial memoranda.

Pursuant to Rule 52(a) of the Superior Court Rules of Civil Procedure, in actions tried without a jury, this Court will proceed to make findings of fact and conclusions of law. But first, a brief summary of the evidentiary hearing is warranted.

[1] Notably, Petitioners were represented by Attorney W. Kenneth O'Donnell (Attorney O'Donnell) from April 22, 2015 to June 11, 2015. Attorney O'Donnell withdrew as counsel and Attorney Thomas E. Romano (Attorney Romano) represented Petitioners from June 11, 2015 to May 17, 2017. Attorney John O. Mancini (Attorney Mancini) entered his appearance on October 10, 2019 to represent Petitioners in the appeal. *See* PPBA's Reply Ex. 1 (Entry of Appearance).

A

Evidentiary Hearing

At the evidentiary hearing on October 2, 2023, PPBA presented the testimony of Attorney John O. Mancini (Attorney Mancini). *See* October Transcript (Oct. Tr.), 1:18-23, Oct. 2, 2023. At the close of Respondent's case, Petitioners made a Rule 50 Motion for Judgment as a Matter of Law relative to Mrs. Mitola. Counsel argued that since Mrs. Mitola did not sign the MOU and "the [Respondent] put no evidence on the record as to whether or not there was any type of authority[,] whether it be actual or apparent[,] . . . that Mrs. Mitola gave either her husband or to Attorney Mancini to settle this case," the Motion to Enforce the MOU against Mrs. Mitola should be denied and dismissed. *Id*. at 21:1-5. This Court denied the motion, emphasizing that "there is a presumption that if an attorney in good standing, which [Attorney Mancini] is, signs an agreement that he had the authority to sign it." *See id*. at 23:6-7; *see also id*. at 21:23-25. This Court noted that it was incumbent upon Petitioners to present evidence demonstrating that Attorney Mancini and Mr. Mitola lacked the authority to bind Mrs. Mitola to the MOU. *See id*. at 21:25-22:5.

Counsel for Petitioners presented the testimony of Mr. Mitola and Mrs. Mitola. *See id*. at 23:17-19; *see also id.* at 49:7-8. Considering the contradictory testimony presented by Petitioners, PPBA requested to call Attorney Mancini as a rebuttal witness. *See id*. at 59:3-6. Since this Court had already excused Mr. Mancini, PPBA was allowed to call Attorney Mancini at a later date. *See id*. at 60:10-12. On June 18, 2024,[2] the evidentiary hearing continued and PPBA presented

[2] Approximately eight months had passed since the last hearing date. However, this case involves multiple well-respected attorneys with their own obligations. Therefore, it was challenging to find a mutually convenient date between all the parties and witnesses to have a hearing with Attorney Mancini as a rebuttal witness. After multiple attempts at scheduling another hearing, the parties agreed to the eventual June 18, 2024 date.

Attorney Mancini and Richard Blodgett (Mr. Blodgett), Manager of Environmental Resources at Providence Water, as rebuttal witnesses. *See* June Transcript (June Tr.), 2:14-18, 19:18-20:5, June 18, 2024.

B

July 13, 2022 Mediation

In October of 2019, Attorney Mancini entered his appearance as attorney of record and assisted Petitioners in their appeal to the Rhode Island Supreme Court. *See* PPBA's Reply Ex. 1 (Entry of Appearance). On July 13, 2022, the parties attended a mediation at Attorney Mancini's office. *See* Oct. Tr. 4:3. In attendance were Attorney Thomas Angelone, Attorney Mal Salvadore, and three members of the Providence Water, representing the interest of PPBA; Attorney Mancini and Mr. Mitola; and Retired Chief Justice Williams, who served as the mediator. *See id*. at 4:3-7. Mrs. Mitola had major back surgery on July 1, 2022 and could not attend the mediation. *See id*. at 25:2-6.

The parties started in a joint session with Retired Chief Justice Williams and then commenced what was referred to as "shelled diplomacy," going back and forth with offers to attempt to resolve the matter. *See id*. at 4:10-15. The initial offer made by Petitioners was presented by way of a mediation memorandum. *See id*. at 5:3-4. The offer sought three items: (1) Petitioners would retain a portion of the Property, approximately seven acres which occupied their home, (2) $685,000 and $240,000 in interest for a total of $925,000, and (3) permission to give PPBA a right of first refusal. *See id*. at 5:6-19. There was resistance towards the monetary offer. *See id*. at 6:12-13. PPBA presented a counteroffer of $685,000, which was rejected. *See id*. at 7:4-7. Petitioners made another offer moving from $925,000 to $845,000. *See id*. at 7:10-11. In

response to the $845,000, PPBA counteroffered with $704,000. *See id*. at 8:2-3. Yet, what followed thereafter stands in dispute.

Mr. Mitola testified that he expressed to Attorney Mancini that he did not agree with the $704,000 figure, and he wanted to propose a counteroffer of $900,000. *See id*. at 27:9-11. Mr. Mitola stated that Attorney Mancini refused to offer that amount and that "he never even got out of his chair." *See id*. at 28:23-29:1. At that point, Mr. Mitola instructed Attorney Mancini to make a $800,000 counteroffer; however, Attorney Mancini allegedly refused to do so. *See id*. at 29:3-7. Mr. Mitola testified that he stood up and told Attorney Mancini that there was "no sense staying here in mediation." *See id*. at 29:23-25. Mr. Mitola indicated that Attorney Mancini told him "if you walk out of this building, you will get nothing." *Id*. at 30:1-2. After the parties returned from lunch, Attorney Mancini approached Mr. Mitola with an offer of $740,000. *See id*. at 30:5-7.

On the other hand, Attorney Mancini testified that following the counteroffer of $704,000 by PPBA, he proposed a number in the low $800,000, high $700,000 range. *See id*. at 8:11-12. Attorney Mancini testified that the parties "kind of got into a bottleneck situation where we were moving in inches, and finally, the proposal came to" $740,000. *See id*. at 8:14-16. After the $740,000 counteroffer was presented, Attorney Mancini testified that Mr. Mitola made a phone call to someone he believed to be Mrs. Mitola. *See* June Tr. 7:1-13. Mr. Mitola accepted the $740,000 monetary offer, along with the two other conditions. *See* Oct. Tr. 8:14-19. That same day, the parties memorialized the terms and drafted the MOU. *See id*. at 10:14-22. Attorney Mancini testified that he explained the terms of the MOU to Mr. Mitola and Mr. Mitola signed it. *See id*. at 13:9-14:15. In November of 2022, Mr. Mitola indicated that he no longer wished to honor the MOU. *See id*. at 17:9-18.

II

Standard of Review

The Rhode Island Supreme Court has previously "treat[ed] settlement agreements as [it] would any other contract, binding the parties to the terms of their bargain and permitting signatories of settlement agreements to seek court assistance in enforcing those agreements when another party has reneged." *Furtado v. Goncalves*, 63 A.3d 533, 538 (R.I. 2013); *see also Homar, Inc. v. North Farm Associates*, 445 A.2d 288, 290 (R.I. 1982). "Policy favors the enforcement of settlement agreements so as to hold people to the contracts they make and to avoid costly and time-consuming litigation." *Bistany v. PNC Bank, NA*, 585 F.Supp. 2d 179, 182 (D. Mass. 2008). Thus, courts must "give significant deference to the terms of a general release until [it has] been furnished with an adequate reason to do otherwise." *Pardey v. Boulevard Billard Club*, 518 A.2d 1349, 1355 (R.I. 1986). If the opposite were true and "releases were taken lightly and rescinded, the incentive to settle would dissipate and parties opting for such a course could never be secured from litigation." *Griffin v. Bendick*, 463 A.2d 1340, 1345 (R.I. 1983).

Our Supreme Court has also emphasized that courts must apply the general rules of contract construction to settlement agreements. *See Adebamowo v. Liberty Insurance Corp.*, No. 2023-138-APPEAL, 2024 WL 3518087, *2 (R.I. July 24, 2024). "'[T]he existence of ambiguity *vel non* in a contract is an issue of law to be determined by the court." *Derderian v. Essex Insurance Co.*, 44 A.3d 122, 127 (R.I. 2012). In assessing whether contract language is ambiguous, "'[the court] give[s] words their plain, ordinary, and usual meaning'. . . The subjective intent of the parties may not properly be considered by the [c]ourt; rather, the court 'consider[s] the intent expressed by the language of the contract.'" *Id*. at 128 (quoting *Bliss Mine Road Condominium Association v. Nationwide Property and Casualty Insurance Co.*, 11 A.3d 1078, 1083-84 (R.I. 2010)).

III

Analysis

A

Enforcement of MOU Against Mr. Mitola

Although Mr. Mitola admits that he signed the MOU, he asserts that it should not be enforced against him for one reason: duress. *See* Pls.' Post Trial Mem. at 5; *see also* Oct. Tr. 34:4-6. Mr. Mitola argues that at the time he signed the MOU, "he was under duress due to the pressure from [Attorney Mancini] to sign the document." *See* Pls.' Post Trial Mem. at 5. Mr. Mitola testified that Attorney Mancini put the MOU in front of him, only gave him a minute to read it, and had no opportunity to ask questions. *See* Oct. Tr. 34:9-13, 35:16-23. Mr. Mitola indicated that he felt "like [he] was under pressure," and was not given a chance to digest what had just occurred. *See id*. at 36:2-3. When asked by counsel on direct examination why he signed the MOU, Mr. Mitola responded: "Because I was under duress and they kept browbeating me. They kept coming back and hurry up, sign it, we're going to get it done, we've got to move on, and I just wasn't comfortable with it, but I signed it because Mr. Mancini said, if you don't, you're getting nothing." *Id*. at 36:23-37:2.

It is well-settled that a settlement agreement is not enforceable if "'material facts are in dispute as to the validity or terms of the agreement.'" *Bistany*, 585 F.Supp. 2d at 182 (quoting *Bandera v. City of Quincy*, 344 F.3d 47, 52 (Mass. App. Ct. 2003)). The validity of a settlement agreement may be challenged when an agreement is the product of coercion or duress. *Id*. (citing *Willett v. Herrick*, 155 N.E. 589, 596 (Mass. 1927)). The Rhode Island Supreme Court articulated the rule on duress many years ago; "[d]uress exists when one by the unlawful act of another is induced to perform some act under circumstances which deprive him of the exercise of free will."

Miller v. Metropolitan Property Casualty Insurance Co., 111 A.3d 332, 342 (R.I. 2015). In other words, to assert duress as a defense to contract formation, "a party must show that conduct by the other party caused him to enter into the contract 'under the influence of such fear as precludes him from exercising free will and judgment.'" *Coveney v. President & Trustees of College of Holy Cross*, 445 N.E.2d 136, 140 (Mass. 1983) (internal citation omitted). However, "one cannot successfully claim duress as a defense to a contract when he had an alternative to signing the agreement." *Miller*, 111 A.3d at 343.

Notwithstanding that Mr. Mitola called Attorney Mancini a liar, this Court finds Attorney Mancini's testimony more credible in relation to Mr. Mitola because Mr. Mancini's testimony is supported by corroborating evidence, and he exhibited a high level of consistency between the October and June hearing dates. Mr. Mitola testified that the first and only number conveyed to him during the mediation was the $740,000 figure. *See* Oct. Tr. 27:1-7. However, Mr. Mitola, Attorney Mancini, and Mr. Blodgett testified that the mediation lasted approximately six hours. *See id*. at 24:22-23; *see also* June Tr. 27:8-9. This Court finds it hard to believe that in those six hours the parties did not participate in negotiations prior to the $740,000 proposal. Furthermore, Mr. Blodgett corroborated Attorney Mancini's testimony when he indicated that Retired Chief Justice Williams entered PPBA's room "three times, [and] returned to Mr. Mitola with an offer two or three times." *See* June Tr. 27:10-14.

Mr. Mitola bears the burden of proving duress, and he has not done so. *See Bistany*, 585 F.Supp. 2d at 183. Mr. Mitola has failed to show that he signed the MOU because of pressure from Attorney Mancini that overcame his free will or judgment. On rebuttal, Attorney Mancini denied making any statements consistent with those to which Mr. Mitola testified. *See* June Tr. 4:14-16 ("Q: Do you recall telling Mr. Mitola that you were not going to counteroffer the 900,000?

A: I never said that, no."). When questioned about whether Attorney Mancini recalled stating to Mr. Mitola that he would not receive $800,000, and therefore should not make that counteroffer, Attorney Mancini denied making such a statement and clarified that it was at that point that he made a counteroffer in the amount of $825,000. *See id*. at 4:17-5:3. Mr. Mancini denied that he told Mr. Mitola to just "sign it, and read it when you go home." *Id*. at 6:2-8.

Upholding the MOU under such circumstances is warranted because, "in general, duress must emanate from the opposing party to an agreement, not one's own attorney, unless the opposing party knows of the duress." *Bistany*, 585 F.Supp. 2d at 183 (citing *DeLuca v. Bear Stearns & Co*., 175 F.Supp. 2d 102, 114 (D. Mass. 2001)) ("[T]o avoid a contract on the basis of duress, a party must show that the conduct by the other party caused her to enter into the contract."); *see also Fairbanks v. Snow*, 13 N.E. 596, 597 (Mass. 1887) (acknowledging that "the defense of duress is like other defenses of fraud, and cannot be set up against an innocent holder."). Mr. Mitola has not provided evidence that PPBA knew or suspected that Mr. Mitola was experiencing duress. Any alleged "coercive conduct" toward Mr. Mitola without PPBA's knowledge, consent, or ratification should not affect its legal rights delineated in the MOU. *See Lombard v. Lufkin*, 179 N.E. 632, 632 (Mass. 1932). Therefore, this Court finds that the defense of duress is unavailable to Mr. Mitola.

Petitioners also cite Rule 1.4 of the Superior Court Rules of Practice as a basis not to enforce the MOU. *See* Pls.' Post-Trial Mem. at 4. Rule 1.4 states: "[a]ll agreements of parties or attorneys touching the business of the court shall be in writing, unless orally made or assented to by them in the presence of the court when disposing of such business, or they will be considered of no validity." Superior Court R.P. 1.4. Petitioners submit that Mr. Mitola was not present in court, at a time, when the terms of any settlement agreement were placed on the record. *See* Pls.'

Post-Trial Mem. at 4. However, Petitioners fail to note that the rule articulates three avenues in which an agreement may be deemed valid: (1) the agreement is in writing, (2) the agreement was orally made, or (3) the agreement was assented to by the parties in the presence of the court when disposing of such business. On July 13, 2022, the MOU was memorialized in writing; therefore, the criteria outlined in Rule 1.4 is satisfied.

Moreover, Mr. Mitola signed the MOU, a three-page document with the last page being just for signatures. Mr. Mitola was represented by counsel. Despite Mr. Mitola's protestations that he felt pressured, he certainly did not have to sign the MOU. "'[A] party who signs an instrument manifests his assent to it and cannot later complain that he did not read the instrument or that he did not understand its contents.'" *Shappy v. Downcity Capital Partners, Ltd.*, 973 A.2d 40, 46 (R.I. 2009) (quoting *Manchester v. Pereira*, 926 A.2d 1005, 1012 (R.I. 2007)).

B

Enforcement of MOU Against Mrs. Mitola

Mrs. Mitola contends that PPBA has completely failed to establish any set of facts that would warrant a finding to enforce the MOU terms against her. *See* Pls.' Post Trial Mem. at 4. Mrs. Mitola submits that she did not attend the July 13, 2022 mediation, she did not sign the MOU, nor did she grant authority to Attorney Mancini or Mr. Mitola to bind her to the MOU's terms. *See id*. Under these circumstances, however, her arguments miss the mark.

Although Mrs. Mitola testified that she did not have a conversation with Mr. Mitola that day, this Court remains unconvinced. *See* Oct. Tr. 53:1-3. Mrs. Mitola knew that the parties would engage in settlement negotiations on July 13, 2022, where the mediation was to take place, and that Retired Chief Justice Williams would be the mediator. *See id*. at 51:1-11. Attorney Mancini testified that Mr. Mitola made a call during the mediation, specifically when the $740,000 offer

was on the table. *See id*. at 9:4-5; *see also* June Tr. 9:1-3. Attorney Mancini believed that Mr. Mitola "was on the phone with his wife," Mrs. Mitola. *See* June Tr. 7:12-13. Attorney Mancini stated that Mr. Mitola "explained to Mrs. Mitola where he was in the discussions and in the negotiations." *See* Oct. Tr. 9:11-12. Based on Attorney Mancini's credible and reliable testimony, and even though he did not hear Mrs. Mitola, it is a reasonable inference to draw that, towards the end of a lengthy mediation session when he was about to accept the offer (which he did), if Mr. Mitola made a call, it would have been to his wife. Mr. Mitola made a phone call after the final offer was made and just before the terms were memorialized. This crucial timing indicates to this Court that he communicated the details to Mrs. Mitola and secured her agreement.

There is a rebuttable presumption that an attorney of record who appears for a party in an action or litigation has the authority to do so. 7A C.J.S. Attorney & Client § 312. This rule is particularly applicable in the context of mediation and settlements agreements. *See id*. § 314. "This presumption may be rebutted; however, in the absence of countervailing evidence, the presumption becomes conclusive." *Id*.

The validity of a settlement agreement may be challenged when "'the authority of an attorney to enter into a settlement agreement on behalf of his client is in dispute.'" *Bistany,* 585 F.Supp. 2d at 182 (quoting *In re Petition of Mal de Mer Fisheries, Inc*., 884 F. Supp. 635, 638 (D. Mass. 1995)). It is axiomatic that the decision to settle litigation wholly belongs to the client. *See In re Indeglia,* 765 A.2d 444, 447 (R.I. 2001). The Rhode Island Supreme Court has noted that "we adhere to the rule that 'an attorney has no authority to settle a case on behalf of a client unless the client has authorized the attorney to do so." *McBurney v. Roszkowski,* 875 A.2d 428, 437 (R.I. 2005). "If, however, an attorney has apparent authority to settle on behalf of his client, the client is bound by the resulting settlement agreement." *Bistany*, 585 F.Supp. 2d at 182. Apparent

authority arises when a third party believes, from the principal's conduct, that an agent has such authority to enter negotiations or make representations. *See Johnston Equities Associates, LP v. Town of Johnston*, 277 A.3d 716, 735 (R.I. 2022).

In *Parrillo v. Chalk*, 681 A.2d 916 (R.I. 1996), the Rhode Island Supreme Court held that a settlement agreement between the parties was invalid because the plaintiff's attorney did not have the apparent authority to settle the underlying dispute. The Court reasoned that the plaintiff's attorney was not the attorney who brought the lawsuit on behalf of the plaintiffs; the attorney did not sign, file, or cause the summons and complaint to be served; nor was he the attorney of record. *See id*. at 920. The Court further stated that the attorney "never formally entered his appearance by signing or filing a separate document that so stated, nor had he otherwise appeared by signing any of the pleadings or other papers that were filed in the case." *Id*. Unlike the attorney in *Parrillo*, Attorney Mancini entered his appearance on October 10, 2019 and filed the appeal to the Rhode Island Supreme Court. Since Attorney Mancini's entry of appearance, Attorney Thomas Angelone and Attorney Mal Salvadore served as opposing counsel. Upon remand of the case to this Court, Attorney Mancini continued to play an active role in the litigation.

During the mediation, Attorney Mancini presented counteroffers and proposals on behalf of Petitioners. When PPBA responded with a counterproposal of $740,000, Attorney Mancini accepted it on behalf of Petitioners. Furthermore, Attorney Mancini signed all documents related to this litigation, including the MOU. On the signature page of the MOU, it states "V. George Mitola and Carol A. Mitola, By and through their Counsel: /s/ John O. Mancini, Esq." *See* Memorandum of Understanding. Attorney Mancini had signed on behalf of Mr. Mitola and his wife, and Mr. Mitola then "ACKNOWLEDGED AND CONSENTED TO" the MOU. If he did not believe his wife agreed with the settlement, why would he have acknowledged that Attorney

Mancini signed on his wife's behalf. Moreover, the mediation was on July 13, 2022. Mrs. Mitola testified that she never talked to her husband before or during the mediation. *See* Oct. Tr. 51:22-24. She testified Mr. Mitola came home after the mediation "[a]nd he said, I signed this agreement and I should not have signed it. It was like the biggest mistake of my life." *Id*. at 53:10-12. It is not credible to believe that she would not have asked to see the agreement, notice that Attorney Mancini signed on her behalf and then done nothing if she was not in agreement. At no point in this case did the principal, Mrs. Mitola, manifest to PPBA or its counsel that she did not consent to Attorney Mancini agreeing to a settlement on her behalf. *See Parillo*, 681 A.2d at 919. It is also not credible that Mr. Mitola, having made "the biggest mistake of his life," would wait approximately four months before he did anything to express his displeasure. *See* June Tr. 15:19-24.

Thus, with Attorney Mancini's lengthy participation in this case and conduct at the mediation, it was reasonable for PPBA to assume that his authority extended to both Petitioners. Notably, Rhode Island "does not mandate that the signatures of the parties be on a settlement agreement." *E.W.H. & Associates v. Swift*, 618 A.2d 1287, 1289 (R.I. 1993). Mrs. Mitola may not escape her obligations simply because she does not consider the MOU to be as palatable to her as when it was executed. *See Ballard v. SVF Foundation*, 181 A.3d 27, 40 (R.I. 2018).

IV

Conclusion

For the foregoing reasons, this Court **GRANTS** Respondent Providence Public Buildings Authority's Motion to Enforce the July 13, 2022 Memorandum of Understanding. Counsel shall confer and submit an appropriate order.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**V. George Mitola and Carol A. Mitola v. Providence Public Buildings Authority**
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COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**August 16, 2024**
JUSTICE/MAGISTRATE:	**Licht, J.**

ATTORNEYS:

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For Respondent:	**Mal A. Salvadore, Esq.; Thomas C. Angelone, Esq.**