STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: September 17, 2026)

THOMAS CADUTO,	:	
***Plaintiff*,**	:	
	:	
v.	:	**C.A. No. PC-2021-1507**
	:	
LISA ANDOSCIA and ROSEWOOD CONSULTING, INC.,	:	
Defendants.	:	

DECISION

STERN, J. On March 31 and April 1, 2026, this Court held a bench trial arising from a Complaint filed by Plaintiff Thomas Caduto ("Plaintiff" or "Mr. Caduto") against Defendants Lisa Andoscia ("Ms. Andoscia") and Rosewood Consulting, Inc. ("Rosewood") (collectively "Defendants"). Jurisdiction is pursuant to Rule 52 of the Superior Court Rules of Civil Procedure.

I

Facts and Travel

On March 4, 2021, Plaintiff filed a five-count Complaint alleging breach of contract, promissory estoppel, unjust enrichment, request for accounting, and breach of fiduciary duty. *See generally* Compl.

This case is a business dispute that arose primarily from Plaintiff's dealings with Ms. Andoscia and her consulting business, Rosewood, with respect to the parties' efforts to assist certain nonparties in the establishment of a cannabis business in Massachusetts, namely Liberty Medical Group ("Liberty"). *Id*. Plaintiff alleges that he formed a partnership with Defendants in May 2015 and that, after memorializing the oral agreement on August 26, 2016, this entitled

Plaintiff to a 50 percent share in the 10 percent equity share that Liberty agreed to provide as compensation for the consulting services provided. *Id*. ¶¶ 11, 17, 20. Plaintiff alleges that he was entitled to 50 percent of the retainer money and the 10 percent equity share in Liberty, but that he was never compensated for his efforts. *Id*. ¶¶ 17-21. Accordingly, Plaintiff filed the instant suit seeking monetary damages for the funds he alleges he was entitled to for the work he performed. *Id*. ¶¶ 26-53. In lieu of opening and closing statements, the parties filed pretrial and posttrial memoranda. (Docket.) The parties also submitted a joint stipulation with respect to certain errors contained in the bench trial's transcript, which also included a list of the exhibits admitted in full. (Docket Joint Stipulation, Ex. A, filed May 8, 2026.)

II

Standard of Review

Rule 52(a) of the Superior Court Rules of Civil Procedure states that "[i]n all actions tried upon the facts without a jury . . . the court shall find the facts specially and state separately its conclusions of law thereon[.]" Super. R. Civ. P. 52(a). In a nonjury trial, '"[t]he trial justice sits as a trier of fact as well as of law.'" *Parella v. Montalbano*, 899 A.2d 1226, 1239 (R.I. 2006) (quoting *Hood v. Hawkins*, 478 A.2d 181, 184 (R.I. 1984)). '"Consequently, [the trial justice] weighs and considers the evidence, passes upon the credibility of the witnesses, and draws proper inferences."' *Id.* (quoting *Hood*, 478 A.2d at 184). '"The task of determining the credibility of witnesses is peculiarly the function of the trial justice when sitting without a jury."' *Id*. (quoting *Hood*, 478 A.2d at 184). Our Supreme Court has stated that a trial justice '"need not engage in extensive analysis and discussion of all the evidence. Even brief findings and conclusions are sufficient if they address and resolve the controlling and essential factual issues in the case."' *Hilley v.*

Lawrence, 972 A.2d 643, 650–51 (R.I. 2009) (quoting *Donnelly v. Cowsill*, 716 A.2d 742, 747 (R.I. 1998)).

III

Discussion

The underlying facts leading up to this trial are largely undisputed. The issue arises from the parties' sharp disagreement concerning whether a partnership was formed between Mr. Caduto and Ms. Andoscia. The Court was tasked with determining if a partnership was formed, and, if one was not, whether Mr. Caduto was entitled to relief under theories of promissory estoppel or unjust enrichment.

A

Ms. Andoscia's Testimony for Plaintiff

This Court first heard testimony from Ms. Andoscia, who was first subject to direct examination as an adverse witness by counsel for Plaintiff. (Trial Tr. 3:1-4:14, Mar. 31, 2026.) Ms. Andoscia began by testifying that she founded Rosewood in 2002 for the purpose of providing various services to clients, including consulting, public relations, strategic marketing, government relations, and grant writing. *Id*. at 5:2-8, 6:4-10. Ms. Andoscia and Mr. Caduto met in 2014 at Mr. Caduto's sister's wedding, and thereafter the two began a personal relationship until approximately May of 2015 when the relationship ended. *Id*. at 6:11-7:4. At some point in early 2015, Mr. Caduto began to work for Rosewood as an independent contractor. *Id*. at 8:12-21. While working for Rosewood, Mr. Caduto was also attempting to develop his own clientele, which Ms. Andoscia was not only aware of but encouraged. *Id*. at 11:6-17. Ms. Andoscia also stated that there was no agreement between her and Mr. Caduto with respect to the scope of their business relationship. *Id*. at 11:18-21. Ms. Andoscia further testified that at some point Mr. Caduto introduced a client by

the name of CyberRay to Rosewood, and that Rosewood entered into a six-month retainer agreement with CyberRay. *Id*. at 12:4-22. Ms. Andoscia did not recall exactly what percent of the retainer funds from CyberRay she paid to Mr. Caduto, but she agreed that Mr. Caduto received "the lion's share of that retainer[.]" *Id*. at 15:7-16:3. Prior to Ms. Andoscia's dealing with Mr. Caduto, she had typically paid a 2.5 percent "finder's fee" to individuals who brought clients to Rosewood. *Id*. at 16:4-15.

At some point in 2015, Mr. Caduto and Ms. Andoscia traveled to Florida for vacation wherein Mr. Caduto and Ms. Andoscia met an individual referred to as "Mr. Ricci" who operated a cannabis business in California. *Id*. at 16:23-17:21. During their conversation, Mr. Caduto and Mr. Ricci discussed the possibility of Mr. Ricci seeking a license for a cannabis facility in Massachusetts. *Id*. at 18:2-12. Ultimately, Ms. Andoscia determined that Mr. Ricci would not qualify for a cannabis license in Massachusetts. *Id*. at 19:12-15.

Also in 2015, Mr. Caduto set up a meeting with Richard Baccari Sr. ("Mr. Baccari Sr."), at Ms. Andoscia's request, with the intent of securing Mr. Baccari Sr. as a client for Rosewood. *Id*. at 20:11-21:10. The meeting took place at Café Nuovo but did not at that time result in Rosewood obtaining Mr. Baccari Sr. as a client. *Id*. at 21:8-21. Eventually Mr. Caduto informed Ms. Andoscia that Richard Baccari Jr. ("Mr. Baccari Jr.") was potentially interested in entering the cannabis industry in Massachusetts, but that Mr. Baccari Sr. was more hesitant given certain personal reservations. *Id*. at 24:9-15. Ms. Andoscia testified to being the first one to set up a meeting with Terry Fracassa ("Mr. Fracassa"), but there appeared to be a dispute over whether it was Mr. Caduto or Ms. Andoscia who first contacted Mr. Fracassa. *Id*. at 27:14-29:25.

Ms. Andoscia eventually prepared a retainer agreement for Mr. Baccari Jr. to utilize the services of Rosewood, admitted in full as Trial Exhibit 15, but Mr. Baccari Jr. did not sign this

agreement. (Trial Tr. 32:14-33:17, Mar. 31, 2026.) Trial Exhibit 3, admitted in full, was a signed agreement entered into between Rosewood, by and through Ms. Andoscia, Mr. Baccari Jr., and Michael Kent, whereby Rosewood would perform consulting services in exchange for a monthly retainer of $8,000 and a 10 percent equity stake in Liberty[1] Compassion Center Inc., of which the equity stake was contingent upon performance. *Id*. at 34:2-35:5; Trial Ex. 3 at 1-2. Trial Exhibit 18, also a full exhibit, was an e-mail sent by Ms. Andoscia to Mr. Caduto in which Ms. Andoscia attached a copy of the document contained in Trial Exhibit 15, requesting that Mr. Caduto review the document for edits and updates. (Trial Tr. 36:1-37:2, Mar. 31, 2026.) The retainer ultimately consisted of $4,000 per month with the remaining $4,000 being deferred. *Id*. at 37:3-9. Mr. Caduto received $2,000 of the monthly retainer. *Id*. at 37:13-15. Ms. Andoscia maintained that she, and not Mr. Caduto, negotiated the retainer paid by Mr. Baccari Jr. *Id*. at 38:7-13.

In August 2015, the personal relationship between Mr. Caduto and Ms. Andoscia ended. *Id*. at 40:22-24. One year later, in August of 2016, Ms. Andoscia and Mr. Caduto had an exchange at "the Coffee Connection" that resulted in the creation of some sort of written document, admitted in full as Trial Exhibit 7. *Id*. at 51:24-53:18. While the document, which was described as a napkin with writing on it by Ms. Andoscia, is difficult to decipher, there are the initials "L.A." and "T.C." at the bottom. *Id*. at 52:12-15, 53:19-25. Ms. Andoscia denied that she wrote those initials or signed the document. *Id*. at 54:1-6. Ms. Andoscia testified that Mr. Caduto "persistently tried to increase

[1] This Court finds the need to recognize that "Liberty Compassion Center Inc." differs from the name of the entity named in the Complaint, "Liberty Medical Group," but given the parties' testimony, this Court finds it to be a proper inference that testimony with respect to "Liberty Compassion Center Inc." refers to the same entity named in the Complaint, "Liberty Medical Group." The name "Liberty Medical Group" does not appear in any of the parties' testimony, and the parties only refer to "Liberty Compassion Center Inc." Accordingly, this Court will hereinafter refer to "Liberty Compassion Center Inc." also as "Liberty" with the understanding that these entities are one and the same.

his compensation" from 2.5 percent to 5 percent, but she was adamant that she never agreed to the increase. *Id*. at 54:7-13. Ms. Andoscia further testified that the last time Mr. Caduto worked for Rosewood was at some point in June or July 2016. *Id*. at 54:14-55:10. Ms. Andoscia testified that Mr. Caduto "walked off the job" in March 2016, with respect to the work he performed for Liberty, and that Ms. Andoscia was told by him "to go F myself." *Id*. at 57:4-23; Joint Stipulation, Ex. A. at 2. Ms. Andoscia continued to work for Mr. Baccari Jr., who ultimately obtained two licenses, with the understanding she would be compensated with the equity stake. (Trial Tr. 57:24-58:10, Mar. 31, 2026.). Ms. Andoscia eventually received compensation by way of settlement. *Id*. at 58:11-59:14.

On cross-examination, conducted by Ms. Andoscia's counsel, Ms. Andoscia clarified that cannabis was not discussed at the first meeting with Messrs. Baccari Jr. and Sr. and that Mr. Caduto only partook by way of small talk. *Id*. at 64:9-65:13. Ms. Andoscia once again testified that it was she who had initially approached Mr. Fracassa due to his experience in operating retail cannabis locations. *Id*. at 66:5-14. With respect to Trial Exhibit 17, Ms. Andoscia testified that the use of the word "partner" in reference to Mr. Caduto was meant as "romantic partner" as opposed to "business partner." *Id*. at 72:14-73:9. Ms. Andoscia further emphasized that at no point did she enter into any agreements with Mr. Caduto with respect to him serving as a partner in Rosewood and that Mr. Caduto "had absolutely nothing to do with my business in terms of agreements, negotiating, maintaining clients, [or] cultivating them." *Id*. at 74:2-75:4. Ms. Andoscia stated that the financing agreement was not executed by Mr. Baccari[2] but that Rosewood nonetheless received

[2] There are times throughout the parties' testimony, such as here, where it is not entirely clear whether the person being discussed is Mr. Baccari Jr. or Mr. Baccari Sr. While this Court felt the need to recognize the occasional ambiguity with respect to who "Mr. Baccari" referred to, such ambiguities do not affect the substance of the parties' testimony. When confronted with such ambiguities that cannot be resolved through contextual clues, this Court will simply refer to the

its monthly retainer through Churchill & Banks in the amount of $4,000, with the remaining $4,000 being deferred. *Id*. at 75:19-76:15. Ms. Andoscia maintained that she did not have a discussion with Mr. Caduto nor did they reach an agreement in terms of the compensation he was to receive for his efforts, but that Ms. Andoscia ultimately paid him $2,000 for his efforts in identifying real estate. *Id*. at 76:16-19. Ms. Andoscia testified that Trial Exhibit 2, full, represented the first agreement with Mr. Caduto and that he was to be a "subcontractor" compensated in the same manner as the other subcontractors, Tim Rooke and Joe Ferreira. *Id*. at 78:21-79:17, 81:22-23. Ms. Andoscia stated that Mr. Caduto, alongside Tim Rooke and Joe Ferreira, each would be offered 25 percent of the 10 percent equity stake contingent upon performance. *Id*. at 81:24-83:20. With respect to the expenses of Rosewood, Ms. Andoscia testified that Mr. Caduto never made any contributions to the expenses he incurred in connection with the work performed for Mr. Baccari, nor did he contribute to or assist in filing Rosewood's taxes. *Id*. at 85:17-86:23. In fact, Ms. Andoscia testified that Mr. Caduto would submit his expenses to Rosewood and Rosewood would reimburse him. *Id*. at 86:9-16. Ms. Andoscia testified that Mr. Caduto was insistent that he should receive 50 percent of the equity stake, but that Ms. Andoscia never agreed to that compensation scheme. *Id*. at 87:20-88:10.

B

Mr. Caduto's Testimony

After Ms. Andoscia stepped down, Mr. Caduto was then called to testify.[3] *Id*. at 94:5-12. Mr. Caduto began his testimony by recounting his educational background and his prior

individual as "Mr. Baccari" with the understanding that, in the context of this case, it is immaterial whether the parties were referring to Mr. Baccari Jr. or Mr. Baccari Sr. throughout their testimony with respect to the dispositive issues of this case.

[3] Consistent testimony between Ms. Andoscia and Mr. Caduto will not be repeated in this section.

employment as a high school teacher. *Id*. at 95:7-25. He also indicated he had performed work as a freelance writer, recalling various names of people he worked with and the dates on which the work was performed. *Id.* at 96:3-21. Mr. Caduto indicated that he began discussions with Ms. Andoscia about working for Rosewood in the fall of 2014 leading into early 2015. *Id*. at 98:16-22. He began his work for Rosewood as an independent contractor writing grants for the Basketball Hall of Fame and was compensated $1,700 a month. *Id*. at 99:1-13. In late March 2015, Mr. Caduto ceased working as a high school teacher and testified that he "thought it would be interesting to see [. . .] if [he] could form [his] own client base because [he had] a pretty good history of forming groups[.]" *Id*. at 99:14-100:18. Mr. Caduto indicated that Ms. Andoscia was supportive of his efforts to form his own client base, and that he began by bringing CyberRay to Rosewood as a client where he and Ms. Andoscia split the retainer fifty-fifty. *Id*. at 100:19-102:14.

Mr. Caduto then recounted, in detail, the facts involving his meeting with Mr. Ricci in Florida and the parties' attempts to secure cannabis licenses for him, which were ultimately unsuccessful. *Id*. at 102:15-107:11. This experience, however, garnered the parties' interest in continuing to pursue the idea of a cannabis operation in Massachusetts, which would necessitate finding investors to fund it. *Id*. at 107:12-108:19. Mr. Caduto testified that he arranged for an initial meeting at Churchill & Banks with Messrs. Baccari Jr. and Baccari Sr. for the purpose of finding investors, and that Ms. Andoscia attended this meeting as well. *Id*. at 110:3-24. Mr. Caduto testified that he lined up Mr. Fracassa's involvement in the project as an operator, but that Ms. Andoscia was interested in pursuing a different operator. *Id*. at 113:4-114:19. Mr. Caduto then testified about a second meeting at Churchill & Banks with Mr. Baccari Jr., Mr. Baccari Sr., Mr. Fracassa, and Anthony Landy. *Id*. at 114:20-115:7. When prompted in a follow-up question, Mr. Caduto indicated that Ms. Andoscia was at the meeting as well. *Id*. at 115:8-9. In recounting the

meeting, Mr. Caduto testified that he had personally asked Mr. Baccari for a 15 percent equity stake and $10,000 for the retainer, which was negotiated down to the 10 percent equity stake and $8,000 retainer. *Id*. at 115:10-25. In regard to his discussions with Ms. Andoscia about what his compensation would be, Mr. Caduto emphasized that he was the one who had put this deal together and that Ms. Andoscia agreed that his compensation was to be half of the retainer and half of the equity stake. *Id*. at 116:1-117:10. Mr. Caduto stated that an agreement with respect to his compensation was never reduced to writing even though he had broached the topic with Ms. Andoscia multiple times. *Id*. at 117:20-118:1.

Mr. Caduto then recounted his responsibilities in obtaining the licenses, including inspecting potential sites, meeting with realtors, and seeking letters of intent and the support of local politicians. *Id*. at 118:2-120:4. During this time, Mr. Caduto and Ms. Andoscia's personal relationship ended but their business relationship continued. *Id*. at 120:21-121:13. Around the spring of 2016, Mr. Caduto testified that Ms. Andoscia presented him with an agreement whereby he would receive only 25 percent compensation and that this reflected Ms. Andoscia's understanding of his compensation scheme. *Id*. at 121:14-122:3. Mr. Caduto testified that he believed his efforts in the project were substantial enough to entitle him to the 50 percent he consistently believed was due to him, contingent on performance, and that he accepted $2,000 of the retainer as compensation. *Id*. at 122:4-123:9, 124:17-19. During his efforts, Mr. Caduto attempted multiple times to get Ms. Andoscia to reduce their agreement in writing at "the Coffee Connection," which he testified resulted in the creation of Trial Exhibit 7. *Id*. at 125:23-126:12. It was at this meeting that Mr. Caduto "just wanted to get this deal done" and that this meeting was to resolve the differences in the parties' opinions as to the compensation Mr. Caduto was due. *Id*.

at 126:13-127:5. Trial Exhibit 7, Mr. Caduto testified, bore Ms. Andoscia's initials, written by her, and that he initialed it as well. *Id*. at 127:9-21.

On cross-examination, Mr. Caduto testified that he believed he was entitled to 50 percent because of his conversations with Ms. Andoscia and his efforts in securing prospective clients, and that he did not reduce the agreement to writing because he trusted Ms. Andoscia. *Id*. at 129:15-130:18. Specifically, Mr. Caduto believed he was entitled to 50 percent of all compensation received from any new clients he brought to Rosewood, such as CyberRay. *Id*. at 130:19-131:19. However, Mr. Caduto indicated that he and Ms. Andoscia never discussed who bore the expenses associated with this business. *Id*. at 131:20-132:6. Mr. Caduto testified that he was generally reimbursed for expenses he incurred with respect to clients in connection with Rosewood, but that he did bear some of the expenses, although he was relatively vague with respect to specific instances where he bore expenses that were not reimbursed by Rosewood. *Id*. at 132:7-134:18. Mr. Caduto testified that he was the one who initially invited Mr. Fracassa to the first meeting at Churchill & Banks. *Id*. at 135:9-20. Mr. Caduto, at counsel's direction, then read from Mr. Fracassa's deposition, dated October 22, 2021, in which Mr. Fracassa stated "'Rosewood Consulting through Lisa Andoscia invited me to attend the meeting with Richard Baccari at Churchill & Banks.'" *Id*. at 135:21-137:20. Mr. Caduto testified that at the first meeting with Churchill & Banks he was involved in the discussions and that he "would be working side by side with Rosewood in looking for our place of operations[.]" *Id*. at 139:3-140:14. When asked whether he believed he was a partner at this meeting, Mr. Caduto responded that "I'm not sure what meeting." *Id*. at 140:15-19. Mr. Caduto also testified that his role in the alleged partnership was never discussed with Mr. Baccari or Mr. Fracassa, but that he did discuss his role with Rosewood with Mr. Baccari. *Id*. at 141:1-25. When Mr. Caduto was asked if he had ever represented to Mr.

Baccari that he was a partner in Rosewood, Mr. Caduto was unable to provide a straightforward answer. *Id*. at 142:1-143:24.

Mr. Caduto recognized that there was a written agreement between Rosewood and Liberty prepared by Ms. Andoscia and executed on behalf of Rosewood by Ms. Andoscia. *Id*. at 144:18-145:3. Mr. Caduto testified that he was e-mailed this agreement to proofread, and that he responded, "it looks fine." *Id*. at 145:4-16. However, Mr. Caduto recognized he did not produce an e-mail evidencing such a response, and that he could not remember if he had access to a copy of it. *Id*. at 145:17-146:5. Mr. Caduto further stated he did not write the agreement, but that he contributed to it through the negotiations he did with Mr. Baccari and Mr. Fracassa. *Id*. at 147:15-148:2. He stated the negotiations with Mr. Fracassa had been separate from those with Mr. Baccari, and that his negotiations with Mr. Fracassa occurred at his office in Warwick. *Id*. at 148:3-10. Mr. Caduto named Kevin Stacom and Anthony Landy as others present at that meeting and provided a detailed description of what took place at the meeting, but Mr. Caduto could not remember if Ms. Andoscia was present at that meeting. *Id*. at 148:11-152:6.

On cross-examination, Mr. Caduto's testimony returned to his responsibilities for Rosewood, and Mr. Caduto testified that his work included "[f]inding realties, siting zoning in various cities," as well as getting letters of support or letters of intent from mayors. (Trial Tr. 165:5-12, Apr. 1, 2026.) Mr. Caduto could not remember any of the realtors he worked alongside. *Id*. at 165:15-22. Mr. Caduto was also unsure of whether Liberty was ultimately granted any licenses to operate a cannabis facility, nor was he able to say for certain what properties those licenses may have applied to or the names of any realtors associated with those locations. *Id*. at 165:23-167:17. While Mr. Caduto stated he met with various local officials, he could not remember who those officials were nor whether Ms. Andoscia was present at those meetings. *Id*.

at 168:5-169:14. Mr. Caduto did testify that he met with Mayor Koch in Quincy and that Ms. Andoscia attended that meeting. *Id*. at 169:15-170:4. Mr. Caduto testified that he was able to set up the meeting with Mayor Koch through Majority Leader Mariani, who he came to know through Ms. Andoscia. *Id*. at 170:5-15.

When questioned about the contents of Trial Exhibit 7, Mr. Caduto testified that this document was meant to resolve the dispute between the parties, and that the terms of this document consisted of the numbers in writing combined with oral agreements made between the parties in connection with Mr. Caduto drawing up the document. *Id*. at 170:21-171:23. When questioned as to why Mr. Caduto did not use words to describe the terms in the document, Mr. Caduto testified that Trial Exhibit 7 "was going to be a [template] of an agreement." *Id*. at 171:24-172:1. However, Mr. Caduto then clarified Trial Exhibit 7 was in fact the agreement, setting forth the terms, and that it was also "a basis of an agreement." *Id*. at 172:2-18. In response to the question, "So this was not the agreement, Exhibit 7 was not the agreement, correct?," Mr. Caduto stated, "That's my understanding. This was the agreement between [Ms. Andoscia] and I." *Id*. at 172:19-22. Mr. Caduto admitted that, while he drafted Trial Exhibit 7, he did not use complete sentences to state what any of the numbers in Trial Exhibit 7 meant. *Id*. at 172:23-173:6. Mr. Caduto further testified that he initialed the bottom of Trial Exhibit 7, intending that to be his signature, and that Ms. Andoscia also initialed the document. *Id*. at 174:20-176:11.

On redirect, Mr. Caduto testified as to the contents of Trial Exhibit 18 and Trial Exhibit 30, both of which were admitted in full. *Id*. at 181:11-183:19. Trial Exhibits 18 and 30 were e-mail communications between Ms. Andoscia and Mr. Caduto with prospective agreements between Rosewood and Churchill & Banks, in connection with Liberty, attached. *See* Trial Ex. 18; *see also* Trial Ex. 30. In both Trial Exhibits 18 and 30, Ms. Andoscia requested Mr. Caduto indicate if there

were any changes, edits, or updates he thought should be made to the attached documents. (Trial Tr. 182:14-183:12, Apr. 1, 2026.)

C

Ms. Andoscia's Testimony for Defense

Plaintiff rested, and Ms. Andoscia was then called as the single witness for the defense. *Id*. at 184:2-15. She first testified with respect to Trial Exhibit 30, stating that she sent it to Mr. Caduto for proofreading purposes and that she never received a response from him. *Id*. at 184:25-185:20. Ms. Andoscia testified that notwithstanding the lack of response from Mr. Caduto, she did send the agreement to Mr. Baccari Sr. *Id*. at 185:23-186:4.

Finally, Ms. Andoscia testified to the contents of Trial Exhibit 7. *Id*. at 187:12-189:1. Ms. Andoscia indicated that she was unsure of what the purpose behind this document was, nor did she understand what he was writing down outside of her understanding that he was attempting "to have me to agree to terms, that he wasn't entitled to, for not doing any work." *Id*. Ms. Andoscia testified that she did not provide any information that was written down in the document, that she did not agree to any of the numbers set down in the document, and that she did not initial the document. *Id*. at 188:3-14. Ms. Andoscia further testified that in her twenty-five years of business, she had "never signed a formal agreement with [her] initials. It had been with [her] full signature." *Id*. at 188:14-17. Ms. Andoscia was subject to a brief cross-examination in which she admitted that Trial Exhibit 18 did not contain the word "proofread." *Id*. at 189:10-190:6.

D

Post-Trial Memoranda

As previously indicated, the parties submitted post-trial memoranda in lieu of closing statements, which this Court will briefly recount. (Docket.) Mr. Caduto argued first that the

evidence presented at trial made clear that Plaintiff and Defendants entered into a partnership agreement in the spring of 2015 and that Defendants breached this partnership agreement, and by extension the fiduciary duty it imposed, on two separate occasions: first "when the Defendants prevented [Plaintiff] from continuing to perform his obligations in furtherance of the partnership" and once again when Defendants "refused to pay [Plaintiff] his one-half share." (Pl.'s Post-Trial Mem. 4.) Plaintiff argues the evidence at trial establishes that the parties had entered into a valid partnership concerning Liberty, citing Rhode Island's Uniform Partnership Act[4] and various persuasive authority. *Id*. at 5-8. Plaintiff recognizes that the burden of persuasion was on him, as the proponent of the partnership, to show that a partnership existed by a preponderance of the evidence. *Id*. at 6. Plaintiff urges this Court to reject Defendants' theory that no partnership was formed. *Id*. at 8-9. Further, Plaintiff argues that the evidence presented at trial makes it clear that Defendants breached the partnership in the two aforementioned ways. *Id*. at 10-11. Plaintiff argues in the alternative that if this Court finds no partnership was formed between the parties, that Plaintiff ought to recover under the theory of promissory estoppel or unjust enrichment. *Id*. at 11-14. Plaintiff once again argues that the defenses presented against Plaintiff's claims fail, and Plaintiff provides two separate calculations to support his claims for damages. *Id*. at 14-16.

Defendants, to put it simply, argue that Plaintiff failed to establish that a valid partnership was formed, which Defendants argue is fatal to Count I, Count IV, and Count V. (Defs.' Post-Trial

[4] As pointed out in Plaintiff's Post-Trial Memorandum, the Rhode Island General Assembly repealed G.L. 1956 §§ 7-12-12 through 7-12-60 by way of P.L. 2022, ch. 123 § 1, effective January 1, 2023; P.L. 2022, ch. 124, § 1, effective January 1, 2023. Given that this lawsuit was filed in 2021 and the partnership is expressly alleged to have been formed at some point in 2015, this Court agrees with Plaintiff that §§ 7-12-12 through 7-12-60 are the applicable law to this matter. *See State v. Briggs*, 58 A.3d 164, 168 (R.I. 2013) (quoting *In re Alicia S.*, 763 A.2d 643, 646–47 (R.I. 2000)) ("'Only when the Legislature, by express language or necessary implication, manifests its intent that a statute be given retroactive effect, will the courts apply it retrospectively[.]'").

Mem. 7-11, 13-14.) Defendants also recognize that the burden of persuasion was on Plaintiff to demonstrate the existence of a partnership. *Id*. at 7. As to Plaintiff's claim for promissory estoppel, Defendants argue that Plaintiff failed to establish that Ms. Andoscia made a clear and unambiguous promise "in connection with the work to be performed by Rosewood for Liberty Compassion." *Id*. at 11-12. Finally, with respect to Plaintiff's claim for unjust enrichment, Defendants argue that Plaintiff was in fact compensated for his efforts in the amount of $2,000 a month from approximately the middle of 2015 through the middle of 2016. *Id*. at 12-13. Therefore, Defendants argue no unjust enrichment occurred because Plaintiff explicitly received compensation for the work he performed. *Id*.

IV

Analysis

The Court will now turn to an analysis of the evidence presented, with particular emphasis on the credibility of the witnesses, Ms. Andoscia and Mr. Caduto. The Court will then apply that evidence to the claims before it, including the claims of partnership, promissory estoppel, and unjust enrichment.

A

Credibility

Given the conflicting testimony with respect to the parties' understanding of Mr. Caduto's role in Rosewood and the compensation he was to receive for his efforts, this Court will begin by addressing the credibility of the witnesses. Some of the conflicting testimony included whether or not Ms. Andoscia had signed, with her initials, Trial Exhibit 7, as well as the parties' divergent views on what Mr. Caduto was entitled to receive for the work he performed for Rosewood. *See* Trial Tr. 75:19-83:20, 116:1-117:10, Mar. 31, 2026; *see also* Trial Tr. 174:20-176:11, 187:12-

189:1, Apr. 1, 2026. To put it simply, this Court did not find Mr. Caduto's testimony credible, nor does it lend credence to his theory for recovery. On issues not germane to this case, such as his experience with writing a book and his knowledge of various uninvolved persons, Mr. Caduto's memory was seemingly encyclopedic and he could name, *ad nauseam*, the people involved in such personal projects, their professions, and the dates of their involvement with Mr. Caduto. (Trial Tr. 96:7-25, 103:5-18, 106:2-7, 112:4-15, Mar. 31, 2026.) Yet, when it came to testifying to the issues central to this case, such as when exactly he believed he became a partner at Rosewood, who he had represented this alleged partner status with, the expenses he shouldered with respect to its business, the local officials and realtors he purportedly met with, and whether Ms. Andoscia attended key meetings, his memory conveniently faltered, or his answers were winding and evasive. *Id*. at 132:7-134:18, 140:15-19, 142:1-143:24, 148:5-152:6; Trial Tr. 165:15-169:14, Apr. 1, 2026. Additionally, his testimony on Trial Exhibit 7, a key document meant to support his case, was entirely unclear and Mr. Caduto himself did not appear to know what exactly it represented, whether it was the template or basis of an agreement, or the agreement itself, or whether the parties even had an agreement at that point. *See* Trial Tr. 170:21-176:11, Apr. 1, 2026. There were also times when his testimony contradicted the depositions of nonparties. *See, e.g.,* Trial Tr. 135:9-137:20, Mar. 31, 2026. This is not to say Mr. Caduto's testimony was entirely false because the parties' testimony overlapped substantially, but rather that, through observing the demeanor of his live testimony, this Court lends very little weight to his testimony on the dispositive issues of this case.

B

Partnership

To recount, Plaintiff's Complaint alleged five counts for breach of contract, promissory estoppel, unjust enrichment, request for accounting, and breach of fiduciary duty. To begin, the relevant section of G.L. 1956 § 7-12-18 provides,

> "(4) The receipt by a person of a share of the profits of a business is prima facie evidence that he or she is a partner in the business, but no such inference is drawn if the profits were received in payment:
>
> > "(i) As a debt by installments or otherwise;
> >
> > "(ii) As wages of an employee or rent to a landlord[.]" Section 7-12-18.

As provided in the parties' respective post-trial memoranda, the burden of persuasion was on Plaintiff to establish, by a preponderance of the evidence, the existence of the partnership. (Pl.'s Post-Trial Mem. 6; Defs.' Post-Trial Mem. 7.) As recognized by the United States Court of Appeals for the First Circuit, "there is a dearth of Rhode Island case law construing section 7-12-18" and therefore "the Rhode Island legislature has counseled the courts to look to the interpretations which other states have given the Uniform Partnership Act (UPA), upon which section 7-12-18 is based." *Southex Exhibitions, Inc. v. Rhode Island Builders Association, Inc*., 279 F.3d 94, 98 n.2 (1st Cir. 2002). "[C]ourts frequently consider indicia of partnership formation not prescribed in the UPA, such as the extent to which the putative partners respectively exercised control over the entity's business operations" as well as "whether the entity filed partnership tax returns[.]" *Id*. at 101 (internal citations omitted). "Yet, though these considerations constitute 'necessary guidepoints of inquiry, . . . none is conclusive.'" *Id*. (quoting *Beckman v. Farmer*, 579 A.2d 618, 627 (D.C. 1990)).

> "Similarly, even though the UPA explicitly identifies profit sharing as a particularly probative indicium of partnership formation, and

> some courts have even held that the absence of profit sharing compels a finding that no partnership existed, . . ., it does not necessarily follow that evidence of profit sharing compels a finding of partnership formation." *Id*. (internal citations omitted).

The question of whether a partnership was formed is therefore assessed under "the totality of the circumstances." *Id*. With these considerations in mind, this Court now turns to whether a partnership was formed under the facts presented at trial.

This Court heard credible testimony that Mr. Caduto began working for Rosewood as an independent contractor. (Trial Tr. 8:12-21, 99:1-13, Mar. 31, 2026.) While Mr. Caduto was insistent that his seeking out clients somehow transformed his relationship from one as an employee of Rosewood into an equal partner with Ms. Andoscia, he failed to present any competent or credible evidence to support such a conclusion. *Id*. at 116:1-117:10, 121:14-123:9, 125:16-22. This Court finds that the money he was paid in connection with the work he performed for Rosewood was essentially that of paying an independent contractor, and therefore Plaintiff has not provided prima facie evidence of a partnership as set forth in § 7-12-18(4). *Id*. at 76:16-19, 78:21-83:20. This Court heard credible testimony that Ms. Andoscia exclusively managed Rosewood, including filing tax returns and payment of all expenses associated with its operation without assistance or direction from Mr. Caduto. *Id*. at 85:17-86:23. Further, this Court heard credible testimony that Mr. Caduto submitted expenses to Rosewood for reimbursement, which further supports the conclusion that he was operating more in line as an independent contractor rather than an equal partner of Rosewood. *Id*. at 85:25-86:16, 132:7-134:18. Mr. Caduto failed to proffer any credible evidence that he exercised any sort of control over Rosewood or anything beyond the responsibilities one might expect of an employee or contractor retained for the purpose of conducting the hands-on work associated with seeking out real estate and licenses for a cannabis facility.

Mr. Caduto pointed to Trial Exhibit 7 as further evidence of the partnership and his compensation schedule, but this Court finds Trial Exhibit 7 is exceedingly insufficient to establish a partnership; it is essentially a scribbled document lacking core terms, or even words to indicate the breadth of the agreement, or that it was even an agreement at all. *See* Trial Exhibit 7. Even if Trial Exhibit 7 was somehow decipherable, this Court heard credible testimony that Ms. Andoscia did not sign it and would not have utilized only her initials if she had. (Trial Tr. 188:3-17, Apr. 1, 2026.) Similarly, reference to a single e-mail, Trial Exhibit 17, in which Mr. Caduto purports that Ms. Andoscia referred to him as a "partner" is entirely insufficient to establish that the parties entered into a partnership. *See* Trial Exhibit 17. This Court heard credible testimony that Ms. Andoscia meant this as a romantic partner, and this Court has not been convinced by a preponderance of the evidence that it was meant in any other way. (Trial Tr. 72:14-73:8, Mar. 31, 2026.)

Similarly, Plaintiff's theory that he was prevented from performing his end of the bargain does not hold water. This Court heard credible testimony that it was Plaintiff who ceased to work for Rosewood upon his own volition, and therefore Plaintiff has failed to establish that Defendants somehow frustrated his ability to perform the work he was paid for in connection with Rosewood. *Id*. at 57:4-23. The closest Plaintiff came to providing any evidence of a partnership was Rosewood's dealings with CyberRay, in which Plaintiff received at least 50 percent of the retainer, but this one-time arrangement is insufficient, when viewed alongside the countervailing credible evidence presented as to the parties' working relationship with respect to Liberty, for Plaintiff to meet his burden of proof under Count I. *Id*. at 12:4-16:3. In sum, Plaintiff has not met his burden to establish the existence of a partnership, and, under the totality of the circumstances, this Court finds no such partnership was formed between Plaintiff and Defendants. Accordingly, this Court

finds for Defendants under Count I. Furthermore, given that Count IV and Count V hinge upon the existence of a partnership, and having found no such partnership was formed, this Court also finds for Defendants on Count IV and Count V.

C

Promissory Estoppel

As to Count II for promissory estoppel, this doctrine exists "to provide a much needed remedy to alleviate the plight of those who suffer a serious injustice as a result of their good-faith reliance on the unfulfilled promises of others." *East Providence Credit Union v. Geremia*, 103 R.I. 597, 603, 239 A.2d 725, 728 (1968). Our Supreme Court articulated the following three-element approach to a promissory estoppel claim, stating "there must be: 1. A clear and unambiguous promise; 2. Reasonable and justifiable reliance upon the promise; and 3. Detriment to the promissee, caused by his or her reliance[.]" *Filippi v. Filippi*, 818 A.2d 608, 626 (R.I. 2003) (internal citation omitted).

This Court finds that Plaintiff's claim for promissory estoppel fails on the first element. Simply put, Plaintiff did not present any competent or credible evidence to establish any sort of clear and unambiguous promise with respect to Mr. Caduto receiving the 50 percent he believed he was entitled to. On the contrary, this Court heard credible testimony that Ms. Andoscia was aware of Mr. Caduto's desire to receive this compensation, and that she consistently rebuffed his efforts to obtain it. (Trial Tr. 76:16-19, 77:17-78:4, 79:1-83:20, Mar. 31, 2026.) Accordingly, Plaintiff has failed to meet his burden of proof with respect to demonstrating a clear and unambiguous promise, and therefore this Court enters judgment in favor of Defendants for Count II.

D

Unjust Enrichment

Finally, Plaintiff seeks compensation under the theory of unjust enrichment, which is a quasi-contractual theory. *See Process Engineers & Constructors, Inc. v. DiGregorio, Inc*., 93 A.3d 1047, 1053 (R.I. 2014) (citing *Multi-State Restoration, Inc. v. DWS Properties, LLC*, 61 A.3d 414, 418 (R.I. 2013)). "To recover in quasi-contract, a plaintiff must prove that '(1) the plaintiff conferred a benefit on the defendant, (2) the defendant appreciated the benefit, and (3) under the circumstances it would be inequitable for the defendant to retain such benefit without payment of the value thereof.'" *Id*. (quoting *Fondedile, S.A. v. C.E. Maguire, Inc*., 610 A.2d 87, 97 (R.I. 1992)).

This Court heard credible testimony that Plaintiff conferred some sort of benefit to Defendants through the work he performed for Rosewood and further that Defendants appreciated the benefit of his services on some level. (Trial Tr. 37:13-15, 76:16-19, Mar. 31, 2026.) With respect to the third element, however, this Court does not see how the circumstances of this case could be seen as inequitable given that Mr. Caduto himself testified that he was paid $2,000 a month for the work he performed for Rosewood. *Id*. at 122:5-123:9, 125:16-22. While Mr. Caduto may believe his work was more valuable than what he was ultimately compensated with, this Court is at a loss to see how Plaintiff could meet the third element for an unjust enrichment claim given that he was explicitly compensated for the work he performed. *See id*. at 122:5-123:12, 125:16-22. Simply put, Defendants paid Plaintiff the value of the benefit he conferred upon Defendants in the form of $2,000 each month for approximately one year, and therefore Plaintiff's claim for unjust enrichment also fails. Accordingly, this Court shall enter for Defendants on Count III as well.

V

Conclusion

Based on the foregoing, this Court finds for Defendants on all Counts. Counsel for the Defendants shall file an order and separate judgment.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**Thomas Caduto v. Lisa Andoscia and Rosewood Consulting, Inc.**
CASE NO:	**PC-2021-1507**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**September 17, 2026**
JUSTICE/MAGISTRATE:	**Stern, J.**
ATTORNEYS:	
For Plaintiff:	**Michael A. Kelly, Esq.** **Scott D. Levesque, Esq.** **Michael Resnick, Esq.**
For Defendant:	**Timothy M. Bliss, Esq.**