STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

WASHINGTON, SC. **SUPERIOR COURT**

(FILED: April 11, 2017)

STATE OF RHODE ISLAND	:	
	:	
v.	:	**C.A. No. W1-2013-0193A**
	:	
DANIEL E. DOYLE, JR.	:	

DECISION

I

Facts and Travel

The Leadership Building & the Board of Directors of the Institute for International Sport

THUNBERG, J. Many years ago, philanthropist Alan Shawn Feinstein created the Feinstein Foundation with the objective of empowering "youngsters to do good deeds for others and hopefully make a positive difference in the world."[1] A very important initiative of the Feinstein Foundation was the "Feinstein Hunger Challenge," a coordinated fundraising effort among nonprofit agencies "in an attempt to alleviate hunger throughout the country." The Institute for International Sport (IIS or the Institute) was brought to Mr. Feinstein's attention by Alan Hassenfeld, and Mr. Feinstein assessed that "it had a great deal of promise, and

[1] Due to the voluminous nature of the transcript (estimated to be over 6000 pages when completed), quoted portions of witnesses' testimony have been taken from the Court's trial notebooks and confirmed by the stenographer's notes.

they were going to bring youngsters from many foreign countries and enable them to . . . have sports activities and . . . react positively on the world themselves."

In May of 1996, Mr. Feinstein and the Defendant Daniel E. Doyle, Jr. (Defendant) entered into a "Memorandum of Agreement" (Ex. 1) in which Mr. Feinstein pledged one million dollars for the construction of the "International Scholar-Athlete Hall of Fame" building, to be referenced to and identified as "The Feinstein Building." (Ex. 2.)

Mr. Feinstein pledged additional monies in October 2005 for a second building, the still incomplete Leadership Building, according to the following payment schedule: $42,000 upon the signing of the contract; $43,000 on December 3, 2005; and $83,000 on June 30 of each of the following five years (building and signage to be completed prior to the first payment) "upon presentation of the reports every year from all Games' attendees those years, showing what they and their schools did in the Feinstein Hunger [Challenge] that past March and April, what was raised and what agencies were the recipients of it with instructions to apply it toward the Feinstein [Hunger] Challenge." (Ex. 3.) Mr. Feinstein did make two payments on his pledge, in October and December of 2005, for a total expenditure of $85,000. Mr. Feinstein halted his pledge payments after receiving the "Feinstein Hunger Program" letter falsely attributed to Mr. Hassenfeld and bearing the latter's forged signature. (Ex. 6.) According to Mr. Feinstein's pledge

terms set forth in the Memorandum of Agreement (Ex. 1), all participants in the World Scholar-Athlete Games were required to complete and document all anti-hunger community service projects in their respective countries. Mr. Feinstein testified that the letter (Ex. 6) "was quite a blow to us because we had given funds with the understanding that all these students would do something that warranted their attendance at the game, not to come to the games with the understanding they could do it once they got here." Mr. Feinstein, rightfully so, explained that "this was completely contrary to our agreement and the trigger to us saying we would not make any further donations."

On December 15, 2005, sixteen days before Mr. Feinstein made his last donation, the Defendant, on behalf of the IIS, entered into a contract with Alfred Amore's building corporation to construct the Leadership Building for $466,500. (Ex. 8.) Mr. Amore acknowledged the receipt of three payments as follows: $26,000 in January of 2006 (Ex. 9); $70,000 on June 5, 2007 (Ex. 10); and $30,000 on June 28, 2007 (Ex. 12). Mr. Amore's company never completed the building due to "lack of payment." He was told by the Defendant that he, the Defendant, "was waiting for funding."

Marissa White, formerly a member of the Joint Committee on Legislative Services (JCLS), personally observed—initially in late 2007—that the building was unfinished and "reported her concerns to the Speaker's Office." She

emphasized that the $575,000 legislative grant was to be utilized exclusively for the construction of the Leadership Building. See also Ex. 18, Letter from Speaker Murphy to Defendant. Ms. White's reportage of the condition of the building ultimately triggered an investigation by the Auditor General, Dennis Hoyle.

In early August of 2011, Thomas Falcone, the Executive Director of JCLS, requested that Mr. Hoyle review the grants provided to the IIS in 2007. Mr. Falcone specified that the "grants . . .were provided with the intention construction [sic] of a new building . . . [which was] still not complete as of August 2011." (Ex. 26.) Mr. Hoyle recalled telephoning the Defendant on September 2, 2011, and the Defendant representing to him that construction had to stop due to a "land lease issue" and that $425,000 of the $575,000 had been expended. (Ex. 29.) The Defendant also indicated that there would be a "reconfiguring [of the] board" and the establishment of an audit committee. Id.

On October 3, 2011, Mr. Hoyle formally requested that the Defendant provide him with a list of expenditures for construction, contracts, purchase orders, invoices, cancelled checks, estimates for completion of the building, audited financial statements of the Institute and recent 990's.

The Defendant hand-delivered to Mr. Hoyle a Construction Report on October 5, 2011. Payments on construction were identified as follows: JJO, Inc. (Builder): $19,400; Armore Bldg. Corp. $126,000; Richard Cardarelli, AIA

$21, 477; Construction Advisor, Clerk of the Works and Attorneys' Fees $34,460, for a total of $201, 337. (Ex. 36.)

The Construction Report contained an assurance that a forthcoming updated audit was "being overseen by the Board's Finance Committee, along with three distinguished individuals who are volunteering their time, all of whom have extensive background [sic] in finance and audit." Id. The projected cost of completion of the building project was stated as $435,000. Id.

In an e-mail to Mr. Hoyle, dated October 24, 2011, purportedly from Laurie DeRuosi, the head of the above-referenced financial team was Jack Hines. (Ex. 41.) A subsequent e-mail dated November 3, 2011, purportedly from Jack Hines to Mr. Hoyle, states that the "[team] ha[d] held two meetings [that] week" and assured Mr. Hoyle that the team was working "as expeditiously as possible to bring the books up-to-date and get the audit finished." (Ex. 46.)

Mr. Hines testified that he was never a member of any "team" or Board and that "none of this [was] true as it relates to [him]." He never dictated any documents or sent any messages nor authorized anyone to do so on his behalf.

Mr. Hines is further referenced in a so-called Board of Directors Report provided to Mr. Hoyle via e-mail on November 7, 2011. (Ex. 47.) The e-mail purports to memorialize a November 4, 2011 Board of Directors "meeting" at which Mr. Hines, "Chair of the Finance Team that Dan Doyle has put together,

[was instructed by the Board] to proceed with the audit requested by the State of Rhode Island, and to finish the audit by no later than December 15, 2011." Id. In fact, on the day of the "meeting" Mr. Hines was cruising in the Caribbean with his wife. Once again, he testified that "none of this as it relates to me is true."

Two additional sham e-mails directed to the IIS Board of Directors, with counterfeit attribution to Mr. Hines, discussed, in part, the Defendant's "contractual" rights and tuition remission. (Exs. 68, 69.) Mr. Hines, who saw these documents (dated late Fall 2011) for the first time during the trial, testified that he did not author these documents nor direct anyone to prepare them on his behalf.

In February of 2012, Mr. Hoyle completed his grant review report, and it is this report (Ex. 62) which triggered the Rhode Island State Police investigation which culminated in the Grand Jury indictment of eighteen charges against the Defendant.

The Office of the Auditor General concluded, in material part, that, "[a]s of January 2012, [IIS] owed the University of Rhode Island [URI] [approximately $380,000] for unreimbursed payroll costs and other services provided to the Institute. Most of this [debt] was incurred during fiscal years 2007 to 2009 and represents (1) salary and benefits paid to the Executive Director through the State's

payroll system and (2) dining, lodging and other services provided by the University to the Institute during the World Scholar-Athlete games.'" Id. at 8.

The formal organization of the Institute, a nonprofit corporation, took place at its first Board of Directors meeting on May 26, 1987 at Trump Tower in Manhattan. (Ex. 107.) In addition to the Defendant, the following individuals were in attendance: Dr. Edward D. Eddy, Dr. Americo W. Petrocelli, Mr. Russell E. Hogg, Courtney F. Jones, Nicholas R. Tomassetti, Dr. J. Richard Polidero, Dr. Thomas R. Pezzullo, Ambassador Thomas Estes, and the incorporating attorney, John J. Partridge. Attorney Partridge, after a unanimous vote, was appointed "Secretary pro tem" for the purpose of the taking of minutes at that meeting. The following officers of the Institute were unanimously elected "to serve until their death, resignation or removal, or until their successors are duly elected and qualified, whichever shall first occur: Chairman: Russell E. Hogg; Vice Chairman: Dr. Edward D. Eddy; Secretary: Courtney F. Jones; Treasurer: Dr. Americo W. Petrocelli." Id. An additional unanimous vote resulted in the appointment of the Defendant as the "Executive Director of the Institute to serve until his death, resignation or removal or until his successor is duly appointed . . ." Id. In tandem with this appointment was a provision designating Dr. Eddy to be "authorized, empowered and directed, in the name of and on behalf of the Institute, to negotiate, execute and deliver an employment contract with Mr. Doyle on such terms and

conditions as he, in his sole discretion, deems necessary, advisable and convenient, and further that this resolution shall not be deemed to grant any additional employment rights than those to be the subject of the employment contract." Id.

The Board of Directors, pursuant to Article IV of the adopted by-laws, had the power and responsibility to "establish the duties of and have general control over the Executive Director." (Ex. 106, Art. IV § 1(ii).)

Article IV further provided that the directors of the corporation could consist of up to "fifteen (15) persons,[2] two (2) of whom shall be the President of the University of Rhode Island and the Vice President For Business and Finance of said University of Rhode Island. (The President and Vice President for Business and Finance of the University of Rhode Island from time to time shall be referred to as 'ex-officio directors' who shall have the same voting rights as the other directors.)" Id. at § 2. The directors' terms limited their service to three years, except for the ex-officio members who were authorized to serve two consecutive terms.

The by-laws mandated that "[d]irectors . . . be elected from among the Trustees at the annual meeting of the Trustees." Id. at § 3; see also Art. III § 2.

[2] Exhibit 106 states that the directors "shall consist of fifteen (15) persons . . . ." Attorney Partridge explained that the omission of "up to" was a typographical error.

Attorney Partridge testified that an Executive Director who "runs day-to-day operations" has no power to appoint individuals to the Board of Directors.

A final pertinent provision of the by-laws adopted in 1987 provided that "[n]o loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors." (Ex. 106, Art. VI § 2.)

Courtney F. Jones, the original Secretary of the Board of Directors, testified that he first met the Defendant through his daughter's volleyball coach at URI. At this time, around 1985, Mr. Jones was working full-time as a Vice President at Merrill Lynch. Mr. Jones was very experienced in corporate governance and recognized that he, or his designee, would have had the responsibility of taking notes and preparing the minutes of any Board of Directors meeting. He testified that he "never prepared any agendas, took any minutes or sent out any notices." Mr. Jones was completely unaware that he had been identified as the Treasurer of the Institute for the years 1990 through 1999 in the Secretary of State annual filings. (Ex. 273.) He had no recollection of voting for any bonus for the Defendant and stated that he "absolutely did not remember any tuition [reimbursement] discussion, it would be highly improper."

Mr. Nicholas Tomassetti, who had been in attendance at the Trump Tower incorporation meeting explained that no "official board meetings" were conducted;

there was "no roll call . . . no quorum . . . no minutes were kept . . . The record was your memory." Mr. Tomassetti had no knowledge that he "became" Vice-President of the Institute's Board of Directors from 1990 to 2009 until the prosecutor displayed the annual filings to him. He also testified that he never participated in any discussion where the Board of Directors unanimously approved the purchase of Bald Head Island.

When Mr. Tomassetti was shown, at the trial, the "Minutes of Meeting, Institute for International Sport Board of Directors, June 26, 2006," purportedly submitted by him as "Acting Secretary for the Board," he said he had never seen them before. (Ex. 127.)

He also was not aware, until the trial, that he was listed as a member of an oversight committee which was to "monitor all construction costs" of the building on URI's campus. (Ex. 15.) The Defendant submitted this "Budget Report" in October 2006 at the JCLS's request for supplemental information regarding the $575,000 grant application. Id.

Lastly, Mr. Tomassetti denied being aware of an ostensible Board of Directors meeting on November 4, 2011, the report of which references the completion of the state audit by December 15, 2011. (Ex. 47.)

Mr. David Esty, in his "85th year," as he would say, travelled here from Seattle to speak about his involvement with the Institute. Mr. Esty is truly an

extraordinary gentleman; he, a combat veteran and cancer survivor, offers counseling to brave people of similar experiences. Mr. Esty met the Defendant in 1999 through an Amherst College classmate and accepted the Defendant's invitation to be on "the Board," finding the Defendant to be "a mesmerizing presence." When asked about "sitting down with his fellow members for a Board meeting," he responded, ". . . we never had a Board meeting. We had some working lunches." He did meet and was in the company of Mr. Hogg about ten times during the years of his service from 1999 to 2005. These contacts with Mr. Hogg included "some of the events, the scholar athlete events and Hall of Fame induction ceremonies." When asked if at any time while in Mr. Hogg's company there was a formal Board of Directors meeting, Mr. Esty replied, "[w]e never had one of those." Mr. Esty never discussed finances with either Mr. Hogg or the Defendant and never discussed or negotiated an employment contract for the Defendant with Mr. Hogg or any other members of the Board of Directors.

When asked if to his knowledge he ever held an executive position on the Board of Directors, the forthright witness answered: "No, not that I was ever told other than it was to me, it came to me like a latrine rumor." He was then shown the 2002 corporate filing (Ex. F) identifying him as the Secretary and Treasurer of the Institute. His reaction, in part, was: "I am astonished . . . [w]ow . . . [t]hat's

me? . . . I never knew . . . I never performed any secretarial or bean counting . . . in the operation . . . I'll be damned."

Despite the fact that Mr. Esty told the Defendant that "maybe we ought to have a meeting," he was "never invited to anything resembl[ing] a Board meeting" over the six-year period.

Mr. Esty described as "absurd" the document (Ex. 121) professing the "Board's" unanimous approval of the purchase of the Bald Head Island property to create an endowment.

By July of 2005, Mr. Esty's concerns regarding the operation of the Institute and its lack of a functioning Board of Directors had escalated to the point that he felt compelled to tender a resignation letter. (Ex. 124.) In his July 4, 2005 letter to the Defendant, he expresses these concerns, in part, as follows: "Secondly,[3] because of some issues which have not been resolved, it is time for me to resign from the IIS board. At top of the list, and the only one to which I will refer, is the fact that IIS does not have a functioning board. I have been a director for a long time and, to my knowledge, we have never had a board meeting during that period. Under the 501c3 law [sic], as provided by the IRS, this has been a serious mistake. I only am accustomed to operating organizationally and otherwise in the sunshine. Some other things have concerned me but it is the board matter which is the most

[3] The first part of the letter addresses Mr. Esty's pledge of a half-million dollars to the Institute which he ultimately withdrew.

compelling reason for me to resign from it, effective immediately." Id. In closing, Mr. Esty writes: "I wish you nothing but the greatest imaginable success, Dan. Please stay in touch." Id.

Unlike Mr. Esty, other putative Board of Directors' "members," such as Rose Styron and Robert Fiondella, did not even know they were on this imaginary "Board of Directors."

Rose Styron, a writer, poet and human rights activist, widow of novelist William Styron, testified that she met the Defendant "years ago." He telephoned her to ask if she would like to participate in an Irish American writers' conference, "which would mean a week in Ireland with writers who were friends of [hers], Frank McCourt, William Kennedy, Joyce Carol Oates." Sometime between 2002 and 2005, she met the Defendant at a sports event at URI and never saw him again. Ms. Styron "absolutely" did not know she was named as a member of the IIS Board of Directors. She never received minutes of any meetings nor "any sort of documentation from the Institute." When the Rhode Island State Police called her to inquire about her status she was "totally baffled" and "had no idea what they were talking about." Nonetheless, she was identified as being a Board of Directors member in the Institute's 990 filings in the years 2003, 2004, 2005, 2006, and 2008. (Exs. 141, 142, 143, 144, 146.)

Mr. Robert W. Fiondella, retired Chairman of the Board and CEO of Phoenix Home Life, had also served as a Board of Directors member for nonprofit organizations such as Special Olympics International and University of Hartford's St. Frances Hospital. Also, Mr. Fiondella knew the Defendant and was familiar with the World Scholar-Athlete Games and had sponsored a student participant. He was never asked to serve on the Board of Directors. He never received any agendas or minutes and never attended any meetings with his named fellow Board of Directors members; he did not even know them. He first learned that he was listed as a Board of Directors member from a reporter "years ago." Yet, he was identified as such on the 990 filings of the Institute for the years 2003-2008. (Exs. 141-146.)

Mr. Rodney Steier, who has known the Defendant since 1994, did agree to serve on the Board of Directors sometime in 2004 and testified that "theoretically [he] is still on the Board." Over the course of twelve years, he recalled participating in five meetings, three held in person and two conducted by teleconference. During his tenure, he never served as Secretary or Treasurer. For the first time, at trial, he was shown a number of documents identifying him as Secretary of the Institute and purporting to bear his signature. He signed none of them. The signatures were counterfeit on the following: (1) a corporate authorization resolution for Port City Capital Bank in North Carolina, certifying

Mr. Steier as secretary of the Institute, dated September 29, 2004 (Ex. 203); (2) a promissory note in the amount of $382,500, obligating the Institute to Central Carolina Bank, dated October 29, 2004 (Ex. 204); (3) a guaranty of payment of the foregoing, same date (Ex. 205); (4) an accompanying Deed of Trust (Ex. 206); (5) a corporate resolution authorizing "Dan Doyle to sign on behalf of the Institute for International Sport for a financing loan for the purchase of a van and Saab automobile," dated June 18, 2005 (Ex. 208); (6) "Loan from Doermann Family Trust to Institute for International Sport" stating that in October 2005 the Trust loaned the Institute $25,000 and confirming that the loan was repaid with 6% interest, dated June 30, 2005—note that this date predates the referenced loan, id.; (7) a document stating that the "Institute for International Sport does not owe Mr. Halas any further payroll," dated June 30, 2005, id.; (8) "Investment Policy of the Institute" declaring that said policy "is to stay strictly with land in Bald Head Island, North Carolina for the foreseeable future. The Institute's policy does not encompass any other investments, including stocks, bonds or other real estate. This is due to the extremely high rate of return the Institute has already received on its investment portfolio in Bald Head, North Carolina," dated June 30, 200(uncertain of last digit), id.; (9) "Vehicles Owned/Leased by the Institute for International Sport as of December 31, 2004" stating the IIS owns a 1996 Maxima without a loan and had leased a 2002 Saab with lease ended in May 2005, dated

June 30, 2005, id.; (10) "Regarding Documentation for State Grant," noting that the IIS received $550,000 in state grants in 2004 and that "[b]ecause these grants are taken from the State's Grant Appropriation account, the Institute simply submits an invoice, and receives payment," dated June 30, 2005, id.; (11) "Loan from Walter Halas to Institute for International Sport" indicating that a loan from Mr. Halas in October 2005 for $25,000 had been repaid with 6% interest, dated June 30, 200(last digit could be 4 or 7), id.; and (12) "Corporate Authorization Resolution" stating that the resolutions in said document were "adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on January 28, 2010." (Ex. 209.)

There is also an unsigned Board Resolution (Ex. 207) which was not authorized by Mr. Steier which lists him as Secretary/Treasurer. The document states that the Board of Directors authorized the Institute in April of 2005 to "purchase a lot on Bald Head Island, North Carolina, as part of the Institute's endowment portfolio." Id. Other unsigned documents falsely attributed to Mr. Steier include: (1) Minutes of a Board of Trustees Conference Call Meeting, March 18, 2005 "authoriz[ing]" the Defendant to purchase three to four more properties on Bald Head Island, listing Mr. Steier as "Secretary, Board of Trustees." (Ex. 123); and (2) "Minutes of . . . Board Meeting, July 18, 2005" pretending that the "Board" unanimously approved the purchase of "up to six more building lots on

Bald Head Island in 2005." (Ex. 126.) Said minutes purported to have been submitted by Mr. Steier, Secretary.

Curiously, Mr. Steier is not designated as the Secretary of the Institute in the annual filings with the Secretary of State (which commenced in 1988) but for the years 2012 and 2013. In 2004 and 2005, Mr. Esty was listed as Secretary, with Mr. Cleary succeeding him for the years 2006 through 2009. During the years that Mr. Cleary was designated as Secretary, Mr. Steier was listed as the Treasurer, and also in the years 2012, 2013, and 2014. (Exs. 125, 273.) In the 990 filings for the years 2005, 2006, 2007, and 2008, Mr. Steier is identified as a "Board Member" but with his first name as "Ronald" and his surname misspelled as "Stier." (Exs. 143-146.) In the 2007 and 2008 filings (Exs. 145, 146), Vice Admiral William P. Lawrence is designated as a "Board Member" even though he had passed away in December of 2005.

Philanthropist Alan Hassenfeld, who was "passionate" about what he perceived the Defendant's "vision" to be, testified that he never joined the Board of Directors of the Institute nor attended any meetings. Nonetheless, he appears as President of the Institute and its "Chair" on the 2009 and 2010 annual reports. (Exs. 75, 125.) Mr. Hassenfeld testified that the documents do not bear his signature or printing, and he did not authorize their production. Nor did he author the "Feinstein Hunger Program" letter which refers to him as "Chair, Hasbro,

(Toys) Inc." and "Chair, World Scholar-Athlete Games." (Ex. 6.) Mr. Hassenfeld explained that he never uses the term "Chair," only Chairman. He also refers to his company as "Hasbro, Inc." not Hasbro Toys. Once again, the attribution of authorship and the signature on the letters were spurious.

The conclusion is inescapable, beyond any doubt, based on the documentary and credible testimonial evidence, that the "Board of Directors" was a chimerical product of the Defendant's incessant and far-flung chicanery.

Earnest believers in the Institute's mission, supporters of the Defendant, routinely shared organizational suggestions with him to enhance the function, finances and future of the Institute. The Defendant's consideration and implementation of their ideas was a complete masquerade. The Defendant's solitary, unrestricted course of conduct and the manufacture of fictionalized and forged documents were essential to the insulation of his perfidy.

II

Standard of Review

When this Court rules on a motion for a new trial, the Court "'acts as a thirteenth juror and exercises independent judgment on the credibility of witnesses and on the weight of the evidence.'" State v. Guerra, 12 A.3d 759, 765 (R.I. 2011) (quoting State v. DiCarlo, 987 A.2d 867, 870 (R.I. 2010)). The Court considers "'the evidence in light of the jury charge'" and assesses witnesses' credibility and

"'the weight of the evidence.'" Id. (quoting State v. Morales, 895 A.2d 114, 121 (R.I. 2006)). Then, if the Court finds that it "would have reached the same result as the jury did or that reasonable minds could differ as to the result, the motion for a new trial must be denied." State v. Imbruglia, 913 A.2d 1022, 1028 (R.I. 2007).

III

Analysis

A

Motion for New Trial

1

Count 1: Embezzlement – Unauthorized Second Salary from the Institute for International Sport

The Defendant repeatedly stated to the bookkeepers and accountants in his employ and under his direction that certain sums of money—whether designated as salary, bonuses, tuition remissions, loan repayments, etc.—were properly due him pursuant to the terms of his "Board-authorized contract." The "Board" was a nihility, the "contract" was a fiction. From an illusory body, no authority sanctioning any act can issue.

Detective Courtney Elliott, a member of the Rhode Island State Police Financial Crimes Unit and also a Certified Fraud Inspector, conducted a scrupulous examination of the Defendant's earnings record and pertinent associated documents. She concluded as follows: in 2005, the Defendant's authorized URI

salary was $60,127.54; in 2006—$59,706.27; in 2007—$59,563.63; in 2008—$59,180.40; in 2009—$58,728.82; in 2010—$58,630.55; in 2011—$53,984.45. In each of the years 2005 through 2009, and in 2011, the Defendant collected additional unauthorized IIS salary of $72,000. In 2010, that sum was $69,538.52; for a fraud total—in unauthorized salary—of $501,538.52. This testimony stands unimpeached, uncontradicted, and irrefutable establishing, beyond any doubt, that Count 1 has been proven.

2

Count 2: Embezzlement – Unauthorized Loan Repayments and Bonuses

Laurie DeRuosi, an Institute employee for eight years, described in detail various checks she was instructed to prepare for the Defendant, at the Defendant's direction. Ms. DeRuosi verified that each of the checks contained in Ex. 196 were paid to the order of Dan Doyle, signed by him, and endorsed by him. There are six such checks drawn on the Cape Fear Bank and designated as loans or partial loan repayment to the Defendant for a total amount of $27,000. There are six such additional checks drawn on Bank of America, totaling $40,000.

Paul Kelley, during his tenure at the Institute, was similarly instructed to categorize certain checks as loan repayments. The "Dan Doyle 2007 Loan" document (Ex. 196; Ex. 252), stated that: "On _____ $100,000 was loaned to the Institute for International Sport by Dan Doyle and deposited into the Cape Fear

Money Market account # _____." Mr. Kelley wrote "look for this," noting that there was no record in the applicable account. He testified that "he looked all over the place for it and he couldn't find it." Mr. Kelley also testified about the 2010 checks contained in Ex. 256, some bearing the designation of loan repayments. The checks which bore no designation were posted by Mr. Kelley on a schedule of loan repayments. He created such a schedule because he was aware that the Defendant had, in fact, loaned funds to the Institute. His conclusion, however, was that "he [Defendant] took out more than he put in." After working at the Institute diligently for four years, Mr. Kelley, in 2011, was told by the Defendant to "look for another job" and one week later the Defendant announced that it was his (Mr. Kelley's) "last day."

Detective Courtney Elliott traced every single deposit and withdrawal from each of the various accounts covering the time frame of March 28, 2005 through February 27, 2012. Once again, her testimony is incontrovertible and, based upon the documentary evidence, led her to the logical and correct conclusion that the Defendant pilfered $251,157.92 in unauthorized loan repayments and bonuses. Thus, the motion for a new trial on Count 2 is denied.

3

Count 3: Embezzlement – Unauthorized Summer Camp Payments

There is abundant, credible evidence that Institute employees were involved in spring mailings to advertise the for-profit camps and by their creation of website pages for the camps and in the administration of the camps during their operation.

Heather Cabral, an Institute employee, testified that she would commence camp-related tasks in April by updating the website and creating a brochure. Specifically, she assisted in the preparation of Ex. 152, "Dan Doyle's 2011 Summer Programs," an advertisement for the various programs available and an application for registration.

Lorna Prout described the extensive amount of time that she and fellow employee, Laurie DeRuosi, were directed by the Defendant to dedicate to "camp work." In December of 2001, the Defendant, in a memo to the two women, indicated that he "would like to have the two camp letters mailed" and that it would "perhaps be a good idea to . . . prepare the envelopes." (Ex. 171.) Subsequent memoranda addressed to Ms. Prout in 2002 reference, in part, her involvement in a letter "sent to parents and campers about K-O Basketball Skills"; the preparation of a "preliminary camp budget"; "doing Certificates" for the participants; informing "basketball campers/confirm[ing] with them which session

they are attending"; and processing "basketball registrations" after the "Renaissance work" has been completed. Id.

Paul Kelley confirmed that Ms. DeRuosi worked on camp-related business during "Institute work hours" while on the Institute payroll. He also discussed his refusal to authorize payment by the Institute to Budget Printers and Office Supplies for camp brochures, envelopes, autograph cards and aluminum signs. (Ex. 248.)

Detective Elliott explained in detail, with the supporting documentary evidence contained in Exs. 274-277, that, with Institute funds, the Defendant paid Budget Printers and Office Supplies $9079.63. Additional Institute funds were utilized to pay invoices for Elmwood Sports and the Hartford Courant—all of the foregoing expenditures incurred by the Defendant's operation of his "for-profit camps."

This conclusive evidence supports the jury's verdict. The motion for a new trial on Count 3 is denied.

4

Count 4: Embezzlement – Unauthorized Hall of Fame Press Payments

In July of 2007, Attorney William Lynch filed Articles of Organization for the Hall of Fame Press (HOFP), a limited liability company. (Ex. 111.) This occurred after a meeting the attorney had with the Defendant and Deborah Burch who were collaborating on a book. Attorney Lynch testified that he explained to

the Defendant that he could not set up the HOFP "through the Institute" because it was to be a "for-profit" venture.

Ms. DeRuosi testified that while she was being paid by the Institute, she worked on dictation for both the Defendant and Ms. Burch with reference to the Encyclopedia of Sports Parenting. This practice, according to Ms. DeRuosi, continued "pretty much every day during work hours" for eight years. In July of 2006 she prepared an Institute check at Defendant's direction to pay $17,500 to Warner Books. (Ex. 177.) The Defendant instructed her to "fill out" additional IIS checks for his signature as follows: $2000 to Spencer Berger for the layout of the book, Our Game; $2500 to Bill Reynolds for HOF Press – Our Game; $2500 to Versa Press, Inc. for the printing of Our Game; $3465.80 to Versa Press, Inc. for Our Game; and $1450 to Me & You Design Associates for HOF Press. (Ex. 178.) She noted that "none of these funds were reimbursed to the Institute."

Lorna (Prout) Wright testified that she worked on the Defendant's books "pretty early on . . . during the 80's and 90's to 2003 . . . straight through." She recalled working on promotional materials for Are You Watching, Adolph Rupp? and transcribing dictation for other books, including the Encyclopedia of Sports Parenting. Ms. Wright and Ms. DeRuosi also transcribed book-related dictation from Deborah Burch, all three women so testified.

Mr. Robert Stiepock was also paid by the Institute for "[e]diting, revision and research related to [a] novel manuscript" for "services rendered in support of the Hall of [F]ame Press." (Ex. 233.) This income is further reflected in Mr. Stiepock's "Employee Earnings Record" from the Institute. (Ex. 315.)

Each of the aforementioned reimbursements, as well as others, have been tracked and identified by Detective Elliott. Her analysis, displayed in Ex. 316, demonstrates that the Defendant unlawfully utilized Institute monies to fund his for-profit HOFP in the amount of $108,194.78.

Therefore, the motion for a new trial as to Count 4 is denied.

5

Count 5: Embezzlement – Unauthorized American Express Payments

Detective Elliott conducted an exhaustive analysis of approximately 6500 of the Defendant's American Express transactions covering the time period of August 2006 through February of 2012. (Exs. 317-322.) She searched for transactions that appeared "unnecessary, unreasonable or suspicious" and "outside the realm" of Institute business. No expense reports created by the Defendant were ever located. Therefore, if she had any doubt as to whether a particular charge was a legitimate business expense, she accorded the benefit of that doubt to the Defendant and omitted it from the personal expense category.

The detective's analysis and resultant spreadsheets reflect hundreds of charges for the Defendant's personal expenses to numerous vendors, including but not limited to: American Apparel, Amazon, Ann Taylor, Anthropologie, Banana Republic, Barnes & Noble, Bertucci's Pizza, Big Y Grocery, Boston Ballet, Brooks Brothers, Cheesecake Factory, Crown Supermarket, CVS, D'Angelo's, Doggie Day Trippers, Domino's, Food Mart, Ghirardelli Chocolates, Harvey's Wine & Spirits, J. Crew, Jimmie's Pizza, Jos. A. Banks, Lake Champlain Chocolates, L.L. Bean, Lord & Taylor, Marshall's, Max's Oyster Bar, Nordstrom, New York Sports Club, Panera Bread, Rite Aid, Samurai Boston, Shaw's, Starbucks, Stop & Shop, Target, Trader Joe's, Urban Outfitters, Wakefield Liquors, Wal-Greens, West Side Wines, Whole Foods, Wild Oats Grocery, Wildwood Liquors, and Wolf Rock Wine & Spirits. (Ex. 344.)

The Defendant also charged thousands of dollars to the American Express card to pay invoices from the Duke University Private Diagnostic Clinic and the Duke Aesthetic Center for "revision of upper and lower eyelids" and laser resurfacing. (Exs. 335, 336.) Detective Elliott concluded that using her "very conservative" approach and giving the Defendant "the benefit of the doubt," the Defendant embezzled from the Institute, for his personal benefit, the sum of $145,332.36. (Ex. 346.)

As Detective Elliott remarked in her testimony: "I don't know of a job on the planet that pays for your entire life . . . The Institute was paying for his mortgages. It was paying for his car. It was paying for car repairs. It was paying for gas. It was paying for meals. It was paying for clothing. It was paying for expenses relating to his children. It was paying for flowers. It was paying for his whole life." The motion for a new trial on Count 5 is denied.

6

Count 6: Embezzlement – Unauthorized Kingswood-Oxford/Oberlin College Payments

Mr. Dennis Stark, former Vice-President of Business and Finance at URI, who incidentally had no knowledge of his ex-officio Board of Directors member status, thoroughly explained the university's tuition remission program. He testified that "tuition remission is a benefit available to all full-time employees not only of the University of Rhode Island, but the other two state colleges which would be Rhode Island College and the Community College of Rhode Island." The children of employees of any of the three schools could choose to attend any one of the three schools and receive the benefit of tuition remission. Mr. Stark stated that he also understood that if an eligible child wished to pursue a program not offered by URI, that student could choose "any other state school in New England and have tuition remission for that program as well." It is inconceivable that any reasonable person could conclude that URI's tuition remission program

could be properly utilized at Kingswood-Oxford, a private high school in Connecticut, or at Oberlin, a private college in Ohio.

In July of 2002, the Defendant instructed Lorna (Prout) Wright to prepare and sign his name to three Institute checks to Kingswood-Oxford School in the amounts of $2124, $2500, and a second one for $2500. (Ex. 174.) From March of 2005 to March of 2007, Laurie DeRuosi prepared twenty Institute checks, at Defendant's direction, to Kingswood-Oxford. (Ex. 185.) She also prepared over fifteen checks to Oberlin College at the behest of the Defendant. (Exs. 186, 187.) Paul Kelley, as well, was ordered by Defendant to issue checks to Oberlin College and to the Wells Fargo student loan account for Julia Doyle. (Exs. 246, 247.)

Over the time span of March 2005 through December of 2010, according to the testimony of Detective Elliott and the documentary evidence, the Defendant unlawfully diverted Institute funds in the amount of $98,947.97 in the form of payments to Kingswood-Oxford School, Oberlin College, and Wells Fargo. (Ex. 303.)

Neither a functioning Board of Directors nor an employment contract existed. Moreover, these payments could not and would not have been authorized by any Board of Directors cognizant of its fiduciary responsibilities. Accordingly, proof of the criminal culpability of the Defendant as to Count 6 has been sustained and the motion is denied.

7

Count 7: Embezzlement – Unauthorized Bates College Donations

From December 21, 2005 to December 15, 2007, when she was "handling the Institute's bookkeeping," Laurie DeRuosi was directed by the Defendant to issue numerous Institute checks which represented charitable gifts to Bates College.

Accompanying the first check dated December 21, 2005 was a letter from the Defendant to Mr. William Hiss, Vice President for External and Alumni Affairs, stating that the $3500 was to be applied to the Bates Scholarship-Athlete Society. Superimposed on the letter was a Post-It note from Ms. DeRuosi requesting that Mr. Hiss list the "donation under the name of Daniel E. Doyle, Jr." (Ex. 190.) The similarly prepared subsequent checks to Bates College included the following: $6500 and $200, June 22, 2006; $1500 (memo: donation), December 28, 2006; $1000, March 12, 2007 (accompanied by Ms. DeRuosi's letter stating that it was "another installment of Dan Doyle's pledge"); and $1000 for the months June through December 2007, all with the memo "Doyle family donation." Id.

Detective Elliott calculated that from the years 2005 and 2008, the "Doyle sanctioned" checks to Bates College, drawn on Institute accounts at the Bank of America and Cape Fear Bank, totaled $22,300. The unauthorized expenditure of these funds constitutes an embezzlement of said funds by the Defendant to satisfy

his personal pledge to his alma mater. The motion for a new trial as to Count 7 is denied.

8

Count 8: Obtaining Money under False Pretenses from Alan Hassenfeld and The Hassenfeld Foundation

Mr. Alan Hassenfeld became affiliated with the Institute when, in 1994, he "accepted the Chairmanship of the World Scholar-Athlete Games." He was "absolutely intrigued" by the Defendant's "vision" of the games and remained an ardent supporter of that vision until 2011. During his tenure, Mr. Hassenfeld never became a member of the Board of Directors or attended any Board of Directors meetings.

In 2011, Mr. Hassenfeld learned that he had been identified as President and Chair of the Institute in its 2009 annual nonprofit filing which contained his forged attestation. He had never met his ostensible "fellow Board members" as listed in the document, namely, Nicholas Tomassetti, Anita DeFrantz and Joe Paterno. (Ex. 75.)

After Mr. Feinstein withdrew his financial support for the construction of the Leadership Building, Mr. Hassenfeld assured the Defendant that he would "figure out how to fund the building." Mr. Hassenfeld was unaware of the $575,000 grant from the State, funds dedicated to the construction of the Leadership Building.

The Defendant never informed Mr. Hassenfeld of the grant nor of the Armore Construction contract for $466,000.

In the fall of 2006, in response to an inquiry from the JCLS, the Defendant prepared a Budget Report for the Leadership Building bearing Russell Hogg's name as "Chair" of the Institute. The document stated that Mr. Hogg would appoint an oversight committee composed of individuals with a "working knowledge" of the Institute who would "monitor all construction costs of the building." (Ex. 15.) Included in this group was "Mr. Alan Hassenfeld, Chair of the Institute Scholar-Athlete Games programs & Chair of Hasbro, Inc." Id.

Although Mr. Hassenfeld knew Mr. Hogg—they had each promised to "put up" half a million dollars for the Leadership Building—the latter had never invited Mr. Hassenfeld to join an oversight committee.

The Defendant specifically confirms that the Hassenfeld-Hogg donations are to be applied to the construction of the Leadership Building in a letter to Mr. Hassenfeld dated January 31, 2007. The letter opens as follows: "Dear Alan: We are honored that you are willing to lend your great name to what is one of the most important initiatives in the history of the Institute for International Sport—the construction of the Center for Sports Leadership Building on the URI campus." (Ex. 77.) Mr. Hassenfeld is further "assured" that he will be kept "posted on the construction progress." Id. Subsequent communications reiterate that the

Hassenfeld "gift[s]" are to be "applied against pledges . . . made to the Hassenfeld-Hogg Center for Sports Leadership Building." (Ex. 80; see also Exs. 81, 82, 83.)

Investigator Ratigan carefully traced the money redeemed from Hassenfeld Foundation stock certificates coming in from Mr. Hassenfeld being deposited into certain accounts. (Exs. 271-272.)

In chronological order, the Hassenfeld Foundation gifts were deposited into the Institute's accounts as follows: $93,588.21 to the Cape Fear Money Market Account on June 14, 2007; $6374.00 to the Bank of America Checking Account on September 19, 2007; $129,241.98 to the Cape Fear Checking Account on May 1, 2008; $199,026.52 to the Cape Fear Checking Account on August 20, 2008; $62,927.83 to the Cape Fear Checking Account on April 22, 2009; and $245,614.14 to the Bank of America Checking Account, $58,753.14 of which was to be applied towards the Leadership Building. Investigator Ratigan then followed the succeeding outgoing financial transactions (Ex. 272) sourced by each of the deposits, the compilation of evidence supporting the conclusion that the Defendant diverted almost $550,000 of the pledged Hassenfeld funds for his personal benefit.

The ever-altruistic Mr. Hassenfeld, unsparing in his financial and moral support of the Defendant's vision, had been betrayed. The motion for a new trial on this count is denied.

9

Counts 9 & 10: Forgery and Filing False Documents to a Public Official – Signature of Alan Hassenfeld

As referenced in the foregoing discussion on Count 8, Mr. Hassenfeld was not the President or Chair of the Institute at any time. His signature in the attestation portion of the 2009 nonprofit annual report is a forgery. (Ex. 75.) His designation on the document as serving in these two positions is a falsity. This document was filed with the Secretary of State's Office on December 14, 2009. Therefore, these counts have been proven and the motion for a new trial is denied.

10

Counts 11 through 18: Forgery and Filing False Documents to a Public Official – Signature of Russell Hogg

Laurie DeRuosi, who was employed at the Institute from 2000 to 2011, testified that she routinely prepared the nonprofit corporation annual reports under the Defendant's direction. Attorney William Lynch's office would customarily remind the Institute personnel when it was time to prepare the documents. It was Ms. DeRuosi's practice to utilize the report from the previous year, insert the same names listed and then submit it to the Defendant for his approval.

In 2005, she copied the names from the 2004 report: Messrs. Hogg (President), Tomassetti (Vice President), Paterno (Director), and Ms. de Frantz (Director). Ms. DeRuosi then presented the document to the Defendant for him to

verify its accuracy. The Defendant instructed her to insert Mr. Hogg's name in the attestation section and to sign his name. She did so because she was instructed to do so by the Defendant and had no personal knowledge as to whether Mr. Hogg had authorized anyone to sign his name. The 2005 report, "signed" on September 21, 2005, was filed with the Secretary of State's Office on September 23, 2005. (Ex. 125.)

The same practice was followed for the years 2006, 2007, and 2008. Ms. DeRuosi affixed Mr. Hogg's name as President of the Institute and signed his name at the Defendant's direction. The 2006 annual report was purportedly signed by Mr. Hogg on April 13, 2007 and submitted with the Secretary of State's office on April 16, 2007. The similarly processed 2007 and 2008 reports also contained the forged signatures of Mr. Hogg, signed on June 6, 2007 and June 12, 2008, respectively and filed with the Secretary of State's office on June 14, 2007 and June 13, 2008. (Ex. 125.)

The credible testimonial evidence and the documents presented establish unequivocally that Counts 11 through 18 have been sustained beyond a reasonable doubt. The motion for a new trial is denied.

11

Improperly Admitted Evidence

The Court stands by each of its rulings made during the trial, evidentiary and otherwise, and does not regard them as erroneous or as any basis for the granting of a motion for a new trial. The Defendant has failed to articulate with specificity what evidence was improperly admitted.

Defense counsel did, during the trial and at argument on the motion for a new trial, object to evidence "concerning the alleged misuse of a State building grant fund by Mr. Doyle." The Court overruled the Defendant's 404(b) objection at trial as the Leadership Building's condition and subsequent grant audit were the precipitant events for the Rhode Island State Police investigation and the Grand Jury proceedings which resulted in the indictment.

12

"Wow" Utterance by Prosecutor – Court Erred in Failing to Grant Mistrial

At the conclusion of the direct examination of witness, Deborah Burch, defense counsel, after being invited to commence his cross-examination, declined. Counsel stated that he was "all set," had "no questions of [the] witness" and would "address [her] testimony . . . at a later time" with "other witnesses." Whereupon, one of the prosecutors uttered "wow." The Defendant argues that the "remark . . .

was plainly intentional, especially given the volume[4] and tone of the comment, and its proximity to the jury. Even if it was not uttered on purpose, coming from a prosecutor on the heels of the Burch testimony in particular, it was inflammatory and highly prejudicial, and could not be cured." (Def.'s Mot. in Supp. of New Trial 39.)

Ms. Burch was the forty-eighth of sixty-five witnesses who testified at the trial. Each of the preceding forty-seven witnesses was assiduously, thoroughly, and competently cross-examined by defense counsel. Anyone who was a daily participant in this lengthy trial might naturally be surprised that the defense had no questions of a particular witness. In this case, the prosecutor registered his reaction, the Court believes involuntarily, with his one-word exclamation.

In the absence of the jury, defense counsel, Mr. Blanchard, later stated that "as part of a trial strategy and speaking to my client, it was decided that no cross-examination of Ms. Burch would be tendered."

Ms. Burch had been a former classmate of the Defendant's at Bates College, and they had occasion to encounter one another at their twenty-fifth reunion in 1997. Much of the content of her testimony was already in evidence by the testimony of previous witnesses and documentary evidence already marked as full exhibits and those exhibits admitted through her regarding the partnership and the

[4] The Court itself, not in proximity to the prosecution table, did not hear the prosecutor, but it was agreed upon by the parties that the "wow" was spoken.

loans from the witness and Doermann Family Trust. (Exs. 235-239.) The authenticity of the documents was not challenged and they were certainly no fodder for cross-examination.

Ms. Burch also furnished the damning testimony that she accompanied the Defendant to Duke Medical Center for his cosmetic surgery and saw him pay for it with the American Express card.

It is certainly understandable why defense counsel would make the strategic choice to decline cross-examination of this witness.

Defense counsel did not request the Court to determine, by independent examination, whether the jurors heard the remark, and, if so, whether they were prejudicially impacted by it.

The arguments of defense counsel at trial regarding an actual preserved motion for a mistrial could be regarded as equivocal.

However, even assuming that an articulated, concrete motion for a mistrial was advanced, there were no grounds for the same and no grounds upon which the within motion can be granted.

13

The Testimony of Detective Courtney Elliott

The Defendant contends that Detective Elliott was not qualified to testify as an "expert" and that her testimony contained "multiple" objectionable hearsay statements.

Detective Elliott is a member of the Rhode Island State Police Financial Crimes Unit and also a Certified Fraud Inspector. She received her Bachelor of Arts in Accounting from Fairfield University, thereafter practicing for five years as an executive accountant in Chicago. She has experience, among other things, in profit and loss analyses, balance reconciliations, and what she referred to as "T & E's," time and expense reports for "consultants on the road," i.e. allocation of business versus personal expenses for reimbursement approval.

The Defendant contends that Detective Elliott "testified concerning technical financial matters on which she was neither 'expert' nor qualified as such by the court". . . and "[h]er testimony . . . should have been stricken." (Def.'s Mot. in Supp. of New Trial 39.)

These "technical financial matters" have not been identified to the Court nor have any specifics been put forth as to what items Detective Elliott was unqualified to discuss. Id.

As to the "multiple hearsay" objections, also non-specified, the Court will stand by its rulings during the trial. The Court does recall an objectionable statement made by the witness that a $4589.38 food and liquor bill from the Columbus Park Trattoria in Stamford, CT (Ex. 333), paid for with the American Express card, was for the Defendant's son's rehearsal dinner. The latter comment was stricken from the record, and the jury was contemporaneously instructed to disregard it as it did not constitute evidence.

In the Court's opinion, Detective Elliott's testimony was properly received and does not constitute grounds for the granting of a motion for new trial.

B

Motion in Arrest of Judgment

The Defendant in this matter has moved the Court, pursuant to Super. R. Crim. P. 34, "to arrest judgment in this case, as the Court was without jurisdiction of the offenses charged." (Def.'s Mot. in Arrest of J. 1.) He asserts that "[e]vents that occurred prior to and during the Grant Jury proceedings substantially and illegally influenced the decision to indict the Defendant, thereby denying him due process as guaranteed by both the United States and Rhode Island Constitutions." Id.

The Defendant contends that the following grounds entitle him to an arrest of judgment:

"1. Defendant's Fourth Amendment rights were violated by the State's failure to take reasonable steps to minimize its exposure to attorney-client communications discovered during its searches and seizures

"2. The State Police and the Office of the Attorney General abused the grand jury process and engaged in a conspiracy to commit prosecutorial misconduct constituting extreme circumstances that require dismissal.

"3. The State exceeded the scope of the initial search warrant(s) and should have obtained additional warrants before searching and seizing the IIS property in the possession of witness DeRuosi, witness Prout, and witness McCullough.

"4. The State's willful intrusion into Defendant's attorney-client privileged material was a violation of substantive due process warranting dismissal as the only available remedy in this case.

"5. The subsequent searches all were tainted by the prior illegal seizure (voluntary surrender) of Defendant's privileged information from witness 2.

"6. Attorney (witness 4) engaged in professional misconduct by conspiring with the State to circumvent the Defendant's Fourth Amendment rights and to facilitate the illegal seizure of attorney-client privileged information material to the indictment.

"7. The State's misconduct effectively thwarted the Grand Jury's performance of its proper function under the law thereby rendering the indictment null and void." Id. at 1-2.

On September 14, 2016, prior to the commencement of the trial, this Court conducted an evidentiary hearing on the Defendant's motion to dismiss and the State's motion to quash. Investigator Gerard Ratigan and Lieutenant Robert A. Craemer of the Rhode Island State Police testified, as did Attorney William J. Lynch. At the conclusion of the hearing, this Court (which reread Attorney Lynch's Grand Jury testimony prior to the hearing) concluded that there was nothing in Attorney Lynch's testimony that day, or in his prior testimony before the Grand Jury, which indicated that an attorney-client privilege was in existence "at any time" between Attorney Lynch and the Defendant. The Court thus denied the motion to dismiss, finding "no evidence of the existence of a professional relationship and no evidence that any confidentiality was breached by him." This ruling is dispositive of the Defendant's claim in Paragraph 4.

1

Draft E-mail

As stated in the State's supporting memorandum accompanying its objection to the motion "neither a 'draft e-mail' nor any emailed communication between the defendant and Attorney [Peter] DiBiase was presented or used as evidence before

the Grand Jury." (State's Answer to Def.'s Mot. in Arrest of J. 2.) This e-mail/privileged communication issue cannot form any basis for Defendant's motion.

2

Prosecutorial Misconduct – Conspiracy – Search and Seizure Subpoenas

After consideration of all of the testimony and evidence presented at the September 14, 2016 hearing, as well as a complete reading of the entire transcript of the Grand Jury proceedings, this Court ruled as follows:

> "The Court finds based on the evidence and also based on its reading of the Grand Jury transcripts in this matter, that there is not even a hint of any prosecutorial misconduct in this case.
>
> "The State Police, in collaboration with the prosecutors of the Attorney General's Department, did their investigation thoroughly, capably, compellingly, and with integrity. There is no evidence in this record to support any allegations of any misconduct by any of these individuals who are cited.
>
> "Clearly, the subpoena authority of the Grand Jury was not contorted or misused or abused in any way. The State Police agents have testified that the subpoenas were properly issued by the Grand Jury, the records were returned to the Grand Jury, and if they were returned to the State Police, they promptly turned them over to the Grand Jury.
>
> "The State Police honored their duty not to be in the room when the Grand Jury was deliberating about the subpoenas and voting on whether to issue said subpoenas.

> "The material that was provided by the two women, Ms. DeRuosi and Ms. Prout, they are private parties who voluntarily turned over material in their possession. They were not subject to the restrictions of the Fourth Amendment, no warrant was required. This material was voluntarily produced by individuals who are not agents of the State; and, therefore, no State action in that regard occurred. Therefore, the Court makes its finding that the procedure was perfectly proper, no consent was required because the material was produced, material, by the way, that the State Police did not even know existed until they met in person with the women." (Bench Decision, Sept. 14, 2016.)

This ruling is dispositive of the Defendant's groundless assertion that the function of the Grand Jury was "thwarted" and that the indictment is defective. (Def.'s Mot. in Arrest of J. 2.)

Super. R. Crim. P. 34 allows the Court to "arrest judgment if the indictment . . . does not charge an offense or if the court was without jurisdiction of the offense charged."

The Rhode Island Supreme Court has made it clear that Super. R. Crim. P. 34 "provides two separate and independent bases upon which a motion to arrest judgment may be predicated. First, such a motion is appropriate if the indictment . . . does not charge an offense. Second, the motion is proper if the court was without jurisdiction of the offense charged." State v. Texieira, 944 A.2d 132, 138 (R.I. 2008) (internal quotation marks omitted).

In this case, there are neither infirmities in the indictment nor defects in jurisdiction. Therefore, the Defendant's motion for arrest in judgment is denied.

IV

Conclusion

The jurors who agreed to participate in this trial were truly exceptional individuals. They made an enormous sacrifice of their time and endured a disruption of their personal daily routines without complaint from September 12, 2016 to December 5, 2016. They were an acutely attentive, conscientious and dedicated group, cognizant of their oath to "well and truly try case and true deliverance make between the State of Rhode Island and the Defendant at the bar according to law and the evidence given [them]."

This jury, in discharging its duties, was required to assess the testimony of sixty-five witnesses and to review the content of 437 exhibits.

It must be noted that during this trial, the Court did not observe any witness exhibit any personal animus or ill will towards the Defendant. In fact, many of the witnesses, as they exited the courtroom, paused to acknowledge the Defendant and wish him well. Some individuals, Mr. Hassenfeld included, graciously extended a hand to the Defendant.

The witnesses in this trial were upstanding, hardworking, honorable citizens. The Court did not detect any evasiveness or guile in their deportment.

Additionally, their testimony, in large measure, was reinforced by the irrefutable documentary evidence. This Court concludes that no reasonable mind considering the evidence in light of the jury charge and independently assessing "the credibility of witnesses and . . . the weight of the evidence" would have reached a verdict other than the one this jury returned. See Imbruglia, 913 A.2d at 1028.

Therefore, the Court ratifies the jury's decision as to each count and denies the Defendant's motion for a new trial.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**State of Rhode Island v. Daniel E. Doyle, Jr.**
CASE NO:	**W1-2013-0193A**
COURT:	**Washington County Superior Court**
DATE DECISION FILED:	**April 11, 2017**
JUSTICE/MAGISTRATE:	**Thunberg, J.**
ATTORNEYS:	
For Plaintiff:	**Mark J. Trovato, Esq.; Ryan D. Stys, Esq.; J. Patrick Youngs, III, Esq.**
For Defendant:	**Chip Muller, Esq.; Kevin J. Bristow, Esq.; David A. Levy, Esq.; Gary G. Pelletier, Esq.**