STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: July 24, 2017)

LABONTE'S AUTO SCHOOL, LLC,	:	
	:	
Plaintiff,	:	
	:	
v.	:	**C.A. No. PC-2017-1130**
	:	
SAFETY EDUCATORS, INC.,	:	
	:	
Defendant.	:	

DECISION

SILVERSTEIN, J. Before the Court is Defendant Safety Educators, Inc.'s (Defendant) Super. R. Civ. P. 12(b)(6) Motion to Dismiss Plaintiff Labonte's Auto School, LLC's (Plaintiff) Complaint. Whether Defendant will prevail on its Motion to Dismiss depends on the interpretation of the word "program" in G.L. 1956 § 31-10-20(b).[1] The Court exercises jurisdiction pursuant to G.L. 1956 § 9-30-1.

I

Facts and Travel

According to the allegations set forth in Plaintiff's Complaint, Plaintiff—a Massachusetts limited liability company whose principal place of business is in the Commonwealth of Massachusetts—and Defendant—a Rhode Island corporation whose principal place of business

[1] The Court also solicited and received an amicus brief from the Rhode Island Commissioner of Postsecondary Education and the Rhode Island Office of the Postsecondary Commissioner. See Brief of Amici Curiae Rhode Island Commissioner of Postsecondary Education and Rhode Island Office of the Postsecondary Commissioner (hereinafter "Amicus Brief"). Although the amici did not take a position in favor of either Plaintiff or Defendant, as discussed below, they did weigh in on how they interpret the word "program." The Court thanks the amici for their brief.

is similarly located in Massachusetts—are in the driver's education business. Compl. ¶¶ 1-4. As a prerequisite to obtaining limited instruction drivers' permits or drivers' licenses, Rhode Islanders must complete a driver's education course of instruction that meets certain statutory requirements. Prospective drivers under the age of eighteen can fulfill their statutorily-prescribed thirty-three hours of classroom education in two ways: either they successfully complete the course offered by the Community College of Rhode Island (CCRI) as outlined in § 31-10-19—or one similar to it, see § 31-10-20(a)—or they successfully complete "a similar course of instruction in another state recognized by the [Rhode Island Board of Education][2] as equivalent to it." Sec. 31-10-20(b). To qualify as a "similar course of instruction" that is offered in another state, the course must satisfy four minimum requirements, the fourth of which is at the center of the present dispute—i.e., "that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." Sec. 31-10-20(b).

In this case, both Plaintiff and Defendant offer such courses of instruction to Rhode Island's prospective drivers. However, Defendant's sister company, AAA Driver Training School, which is located at the same location as Defendant, also offers "on the road" driving lessons. Compl. ¶¶ 5-6. Plaintiff alleges that, at the same location, Defendant and AAA Driver Training School separately offer both the in-class course of instruction mandated by § 31-10-

[2] Though § 31-10-20(b) states that the similar course of instruction must be "recognized by the board of governors for higher education," the General Assembly has recently stated that "the term 'Rhode Island Board of Education' shall be used in lieu of any then existing law reference made to . . . the board of governors for higher education." G.L. 1956 § 16-97-4. Accordingly, when quoting § 31-10-20(b) throughout this Decision, the Court will substitute "Rhode Island Board of Education" in place of any reference to the now-outdated reference to the board of governors for higher education. See id. Moreover, the powers and privileges once delegated to the board of governors for higher education have been passed on to the Council on Postsecondary Education. Sec. 16-59-1(b). Thus, the Council on Postsecondary Education—ostensibly acting on behalf of the Rhode Island Board of Education—acts through the Rhode Island Commissioner of Postsecondary Education (one of the amici in this case) to determine whether courses of instruction satisfy § 31-10-20(b)'s mandates.

20(b) and "on the road" driving lessons. According to Plaintiff, Defendant and AAA Driver Training School share more than a location: they purportedly share the same president and treasurer as well as another corporate officer. Comp. ¶¶ 7-8, 10.

In March of 2017, Plaintiff filed its Complaint alleging the foregoing facts. Plaintiff charges that while Defendant and AAA Driver Training School may be distinct in form, they exist as separate entities for the principal purpose of evading § 31-10-20(b)'s requirement "that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." In support of this position, Plaintiff reads § 31-10-20(b)'s language as preventing a driving school—or "program"—from offering both in-class instruction and outside the classroom instruction. In other words, as Plaintiff puts it, Defendant and AAA Driver Training School—through the use of a corporate fiction—offer a "one stop shop" for Rhode Island's prospective drivers in violation of § 31-10-20(b).

In its Complaint, Plaintiff seeks two forms of relief from this Court: (1) a declaratory judgment that Defendant is a corporate fiction set up to evade what Plaintiff purports is § 31-10-20(b)'s requirement that Defendant not offer on-road instruction or driving lessons to Rhode Island students; and (2) injunctive relief prohibiting Defendant from providing classroom driver education courses going forward. In early April 2017, Defendant moved to dismiss Plaintiff's two-count Complaint pursuant to Rule 12(b)(6) of our Superior Court Rules of Civil Procedure. Defendant denies that it is a corporate fiction set up to allow AAA Driver Training School to essentially offer both in-class and on-road driving instructions. In moving to dismiss, Defendant assumes arguendo—but continues to deny as a matter of fact—that it and AAA Driver Training School are a single entity. Defendant maintains that even if it and AAA Driver Training School

are treated as one, § 31-10-20(b) does not prevent a single entity from offering both in-class and on-road instruction.

II

Standard of Review

"'[T]he sole function of a motion to dismiss is to test the sufficiency of the complaint[.]'" Audette v. Poulin, 127 A.3d 908, 911 (R.I. 2015) (quoting Ho-Rath v. R.I. Hosp., 115 A.3d 938, 942 (R.I. 2015)). In testing the complaint's sufficiency, the Court's "review is confined to the four corners of that pleading," id. (citation omitted), and the Court "'assumes the allegations contained in the complaint to be true and views the facts in the light most favorable to the plaintiff[].'" R.I. Emp't Sec. All., Local 401 v. State, Dep't of Emp't & Training, 788 A.2d 465, 467 (R.I. 2002) (hereinafter R.I. Emp't) (per curiam) (quoting St. James Condo. Ass'n v. Lokey, 676 A.2d 1343, 1346 (R.I. 1996)). Phrased another way, "'[w]hen ruling on a Rule 12(b)(6) motion, the [Court] must look no further than the complaint, assume that all allegations in the complaint are true, and resolve any doubts in a plaintiff's favor.'" Pellegrino v. R.I. Ethics Comm'n, 788 A.2d 1119, 1123 (R.I. 2002) (quoting R.I. Affiliate, ACLU v. Bernasconi, 557 A.2d 1232, 1232 (R.I. 1989)); see also Palazzo v. Alves, 944 A.2d 144, 149 (R.I. 2008). Accordingly, a motion to dismiss "should not be granted 'unless it appears to a certainty that the plaintiff[] will not be entitled to relief under any set of facts which might be proved in support of [its] claim.'" R.I. Emp't, 788 A.2d at 467 (internal alterations omitted) (quoting St. James Condo Ass'n, 676 A.2d at 1346).

III

Discussion

The outcome of Defendant's motion to dismiss hinges on the meaning of the word "program" in § 31-10-20(b) of our General Laws. Plaintiff seeks a declaratory judgment that § 31-10-20(b) prohibits a driving school—such as Defendant and/or its sister corporation AAA Driver Training School—from offering both inside the classroom driving instruction and outside the classroom driving instruction.[3] Of note, the word "program" is not a defined term in chapter 10 of Title 31 of the Rhode Island General Laws. To provide full context, § 31-10-20(b)—the heading to which is entitled "Driver education course requirement before licensing"—begins with the mandate that:

> "no limited instruction permit or license shall be issued to any person not more than eighteen (18) years of age unless that person shall have successfully completed a course of instruction as provided in § 31-10-19, or a similar course of instruction in another state recognized by the [Rhode Island Board of Education] as equivalent to it."

The statute continues:

> "In determining whether a course is equivalent, the [Rhode Island Board of Education] shall at a minimum require: (1) that the course consist of at least thirty-three (33) instructional hours which substantially conform with the current curriculum utilized by the instructor(s) at the Community College of Rhode Island, including a minimum of three (3) hours of instruction focusing upon specific Rhode Island traffic laws, the specific requirements of the Rhode Island graduated licensing statute in § 31-10-6 and eight (8) hours specifically for instruction on the effects of alcohol and drugs on a driver. All driver's education programs shall include information concerning the Anatomical Gift Act chapter 18.6 of title 23, and information on donor cards pursuant to the applicable provisions of

[3] Under Rhode Island's Uniform Declaratory Judgments Act, "[a]ny person . . . whose rights, status, or other legal relations are affected by a statute . . . may have determined any question of construction or validity arising under the . . . statute . . . and obtain a declaration of rights, status, or other legal relations thereunder." Sec. 9-30-2.

> chapter 18.6 of title 23; (2) that the instructor holds a valid teacher's certificate; (3) that the instructor satisfactorily completes at least a three (3) credit course in traffic safety education at an accredited institution of higher education; and (4) that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." Sec. 31-10-20(b) (emphasis added).

Section 31-10-20(b)'s concluding sentence then provides an exception for those individuals over the age of eighteen who are seeking a license. Id. For purposes of the dispute before the Court, the focus is on the term "program" in the fourth course requirement listed above.

Plaintiff asserts that the term "program" is directed at the entity which offers the course of instruction, meaning the entity—i.e., the program—cannot offer both classroom instruction and outside the classroom instruction. Defendant counters that "program" is directed not at the entity which offers a course of instruction, but at the course materials themselves. In other words, Defendant argues that the terms "program" and "course" are basically synonymous. According to Defendant's reading of § 31-10-20(b), so long as the in-class course of instruction is separate and apart from any outside the classroom instruction, the corporate structure of the entity offering those courses or programs is irrelevant.

Our Supreme Court has emphasized time and again that the "'ultimate goal'" of statutory interpretation "'is to give effect to the General Assembly's intent.'" In re Proposed Town of New Shoreham Project, 25 A.3d 482, 504 (R.I. 2011) (quoting State v. Graff, 17 A.3d 1005, 1010 (R.I. 2011)). In determining the General Assembly's intent, this Court's statutory interpretation analysis is guided down one of two roads. On one hand, if the "Court determines that 'the language of a statute is clear and unambiguous,'" then the Court must "'interpret the statute literally' and 'give the words of the statute their plain and ordinary meanings.'" Id. at 505 (quoting In re Narragansett Bay Comm'n Gen. Rate Filing, 808 A.2d 631, 636 (R.I. 2002)). In

that instance, the plain meaning of the words controls—a meaning that "'is presumed to be the one intended by the Legislature[.]'" McGuirl v. Anjou Int'l Co., 713 A.2d 194, 197 (R.I. 1998) (quoting Wayne Distrib. Co. v. R.I. Comm'n for Human Rights, 673 A.2d 457, 460 (R.I. 1996)).

If, however, the Court "ascertain[s] an actual ambiguity in the statute, not one styled by skilled attorneys,[] then [it] will 'employ our well-established maxims of statutory construction in an effort to glean the intent of the Legislature.'" In re Proposed Town of New Shoreham Project, 25 A.3d at 505 (footnote omitted) (quoting Town of Burrillville v. Pascoag Apartment Assocs., LLC, 950 A.2d 435, 445 (R.I. 2008)). Actual "[a]mbiguity exists only when a word or phrase in a statute is susceptible of more than one reasonable meaning." Drs. Pass & Bertherman, Inc. v. Neighborhood Health Plan of R.I., 31 A.3d 1263, 1269 (R.I. 2011). As our Supreme Court has instructed:

> "'Because ambiguity lurks in every word, sentence, and paragraph in the eyes of a skilled advocate . . . the question is not whether there is an ambiguity in the metaphysical sense, but whether the language has only one reasonable meaning when construed, not in a hypertechnical fashion, but in an ordinary, common sense manner.'" In re Proposed Town of New Shoreham Project, 25 A.3d at 505 n.30 (quoting Lazarus v. Sherman, 10 A.3d 456, 464 (R.I. 2011)).

Here, the Court finds that the term "program" in § 31-10-20(b) is ambiguous. Indeed, Plaintiff and Defendant's respective positions on the interpretation of that word illustrate that § 31-10-20(b) "is susceptible of more than one reasonable meaning." See Drs. Pass & Bertherman, Inc., 31 A.3d at 1269. At perhaps its broadest interpretation, "program" could plausibly mean what Plaintiff contends it means: a driving school. A common use of the term "program" could imply something broader than a "course." Still, another reasonable interpretation of "program" is consistent with Defendant's position that "program" and "course" mean essentially the same thing. It is Defendant's positing that reading "program" and "course"

as synonymous comports with what Defendant asserts was the General Assembly's policy rationale in enacting § 31-10-20(b)—that is, Defendant avers, students who have yet to take in-class driver's education should not get behind the wheel of a car. Therefore, with dueling interpretations of the word "program," the Court is presented with a bona fide ambiguity in § 31-10-20(b).

Confronted with such an ambiguity, this Court "'must apply the rules of statutory construction and examine the statute in its entirety to determine the intent and purpose of the Legislature.'" 5750 Post Rd. Med. Offices, LLC v. E. Greenwich Fire Dist., 138 A.3d 163, 167 (R.I. 2016) (quoting In re Tetreault, 11 A.3d 635, 639 (R.I. 2011)). Of course, "under no circumstances" should a court "construe a statute to reach an absurd result." Mancini v. City of Providence, 155 A.3d 159, 163 (R.I. 2017) (internal quotation marks omitted) (citation omitted); see also Long v. Dell, Inc., 984 A.2d 1074, 1081 (R.I. 2009). In other words, context is critical. See Mancini, 155 A.3d at 163. Looking to § 31-10-20 in its entirety, the word "program" is used only twice, but both times within the four requirements listed in subsection (b). The first use of "program" appears in its plural form: "All driver's education programs shall include information concerning the Anatomical Gift Act chapter 18.6 of title 23, and information on donor cards pursuant to the applicable provisions of chapter 18.6 of title 23." Sec. 31-10-20(b) (emphasis added). The second time "program" appears is in the phrase at issue in this case—i.e., "that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." Id. (emphasis added). Again, that word is not used in a vacuum, it follows the General Assembly's direction that "[i]n determining whether a course is equivalent, the [Rhode Island Board of Education] shall at a minimum require" certain things—such as ensuring that all driver's education programs "include information concerning the Anatomical Gift Act . . . and

information on donor cards" as well as ensuring "that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." Sec. 31-10-20(b).

Reading those sentences together, the Court concludes that the word "program" as used in § 31-10-20(b) is directed not at the entity or driving school offering a driver's education course, but instead is directed at the course itself. For the reasons discussed below, the Court finds that the General Assembly intended to ensure that Rhode Island's prospective drivers received the same baseline driver's instruction and that such instruction would be separated from on-road driving lessons. Uniformity of instruction and separation of in-class and on-road instruction are at the core of § 31-10-20(b)'s requirements. In codifying § 31-10-20(b), the General Assembly did not intend to bar a single entity from offering both in-class and on-road instruction, only that the courses or programs themselves would be distinct. Construing "program" and "course" as effectively synonymous here best carries out that intent. See 5750 Post Rd. Med. Offices, LLC., 138 A.3d at 167; In re Proposed Town of New Shoreham Project, 25 A.3d at 505.

The Court's conclusion here is buttressed by several factors. Turning first to the text, the immediate context of the word "program" implies that, in using "program" rather than "course" in § 31-10-20(b), the General Assembly was not focusing on the entity that offers prospective drivers the requisite "similar course of instruction." See § 31-10-20(b). Indeed, the first use of program in § 31-10-20(b)—referring to the requirement of all driver's education programs regarding anatomical gifts and donor cards—expresses the General Assembly's intention to refer to the course itself, and not the entity offering the course. Still, Plaintiff has maintained that if the General Assembly intended for "program" and "course" to be read as one, then the General Assembly would simply have just used the same word twice. Put another way, Plaintiff argues

that by choosing two different words—program and course—the General Assembly chose to convey two different meanings.

Citing several cases from other jurisdictions that stand for the proposition that different words are intended to convey different meanings, Plaintiff argues that the General Assembly could not possibly have intended "program" and "course" to mean the same thing. The Court is certainly mindful that our Supreme Court has recognized that "'[i]t is generally presumed that the General Assembly intended every word of a statute to have a useful purpose and to have some force and effect[.]'" 5750 Post Rd. Med. Offices, LLC., 138 A.3d at 167 (quoting Peloquin v. Haven Health Ctr. of Greenville, LLC, 61 A.3d 419, 425 (R.I. 2013)). Such a rule against surplusage is sensible. However, based on the context of "program" in § 31-10-20(b), in addition to the reasons stated below, the Court finds that "program" and "course" are not sufficiently different words as to convey materially different meanings.

Looking next to the dictionary, as our Supreme Court often does,[4] it becomes even clearer that "program" was not intended to convey the meaning Plaintiff urges this Court to adopt. Though the dictionary alone does not resolve the present dispute, it proves useful to show that "program" and "course" are similar words without markedly different meanings, especially in light of the clarifying context discussed above. For example, The American Heritage Dictionary of the English Language defines "course" as "[a] complete body of prescribed studies constituting a curriculum[.]" The Am. Heritage Dictionary of the English Language 419 (4th ed. 2006). American Heritage defines "program" as "[a] course of academic study; a curriculum." Id. at 1401. Similarly, Webster's Third New International Dictionary defines "course" as "an educational unit usu[ally] at the high school, college, or university level consisting of a series of

[4] See, e.g., Mut. Dev. Corp. v. Ward Fisher & Co., LLP, 47 A.3d 319, 328-29 (R.I. 2012) (collecting cases).

instruction periods[.]" Webster's Third New Int'l Dictionary of the English Language 522 (1971). Webster's also offers two relevant definitions of "program": "(1) a plan determining the offerings of an educational institution: curriculum; (2) a plan of study for an individual student over a given period." Id. at 1812. The Oxford English Dictionary also provides definitions in line with those provided above.[5] As that litany of definitions indicates, "program" and "course" have similar meanings—none of which imply that Plaintiff's suggested definition of "program" ought to control.

Moreover, though our General Assembly does not produce any legislative history,[6] a look back to prior versions of § 31-10-20(b) reveals that "program" was not intended to aim at driving schools, but at the course itself. In 2004, the General Assembly amended § 31-10-20(b), adding two sections that are of import to the Court's present analysis. First, the General Assembly introduced the requirement that all driver's education programs include information regarding the Anatomical Gift Act and donor cards. See P.L. 2004, ch. 327, § 1 & ch. 372, § 1. In adding that sentence, the General Assembly, for what appears to be the first time, used the word "program" in § 31-10-20(b). Compare P.L. 2004, ch. 327, § 1 & ch. 372, § 1 with P.L. 2003, ch. 218, § 1 & ch. 329, § 1. Likewise, the General Assembly also altered § 31-10-20(b)'s fourth requirement for "determining whether a course is equivalent" to that offered at CCRI. Prior to 2004, the relevant subsection of § 31-10-20(b) read as follows: "[i]n determining whether a course is equivalent, the board of regents for elementary and secondary education shall at a

[5] See The Compact Edition of the Oxford English Dictionary 582, 1439 (1989) (defining "course" as "[a] planned or prescribed series of actions or proceedings: as of medicine, diet, study, lectures, etc." and defining "program" as "[a] descriptive notice, issued beforehand, of any formal series of proceedings, as a festive celebration, a course of study, etc.; a prospectus, syllabus").

[6] "'There is no recorded legislative history in Rhode Island from which to ascertain legislative intent.'" Such v. State, 950 A.2d 1150, 1158 (R.I. 2008) (quoting Laird v. Chrysler Corp., 460 A.2d 425, 428 (R.I. 1983)).

minimum require: . . . (4) that the instructor is not associated in any way with a commercial driving school." See P.L. 2003, ch. 218, § 1 & ch. 329, § 1. However, in 2004, that section was changed to provide, in pertinent part, "(4) that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students." See P.L. 2004, ch. 327, § 1 & ch. 372, § 1. Neither that language nor § 31-10-20(b) has since been changed by our Legislature.

The General Assembly's 2004 change illuminates for the Court the actual focus of § 31-10-20(b)'s fourth requirement. While the prior version of § 31-10-20(b) may have been directed at the course's instructor, the 2004 amendment—which reflects the current language of the law—shifted the focus to the "program," not the person or entity offering the course of instruction. That shift, as reflected by the change in language, cuts against Plaintiff's interpretation of "program" and further supports the conclusion that "program" and "course" should be construed as interchangeable terms in the context of § 31-10-20(b).

However, that interpretation of § 31-10-20(b) is supported by more than the plain language of the statute, dictionary definitions, and past versions of the law. As our Supreme Court has explained, another tool of statutory construction at a court's disposal is the "well-settled principle that 'statutes relating to the same subject matter should be considered together so that they will harmonize with each other and be consistent' with their general objective scope." Such, 950 A.2d at 1156 (quoting State ex rel. Webb v. Cianci, 591 A.2d 1193, 1203 (R.I. 1991)). "Such statutes are considered to be in pari materia, which stands for the simple proposition that 'statutes on the same subject . . . are, when enacted by the same jurisdiction, to be read in relation to each other.'" Id. (quoting Horn v. S. Union Co., 927 A.2d 292, 294 n. 5 (R.I. 2007)). Here, reading § 31-10-20—a statute relating to driver's education course requirements—in conjunction with § 31-10-19—a statute that is not only cited in § 31-10-20, but

also relates to driver's education—it becomes abundantly clear that the word "program" is meant to be used interchangeably with "course." One example is particularly prescient. In § 31-10-19(c), the General Assembly mandated that, in addition to requiring CCRI to provide thirty-three hours of classroom instruction, "the state shall also provide a separate program of instruction, as previously set forth in this section . . . ." Furthermore, in § 31-10.1-1.2(a)—a statute entitled "Approved motorcycle rider education program"—our Legislature provides that:

> "The [Rhode Island Board of Education] and/or the Community College of Rhode Island may certify motorcycle dealers engaged in selling motorcycles or an association engaged in motorcycle safety to provide motorcycle driver education courses in the state if the curriculum used during the course of instruction is certified by the Motorcycle Safety Foundation, or other programs approved by the board and/or the Community College of Rhode Island." (Emphasis added).

Reading each of those related statutes in harmony, the Court is compelled to hold that "program" and "course" are interchangeable terms for purposes of § 31-10-20(b). See Such, 950 A.2d at 1156.

Therefore, after engaging with the aforementioned tools of statutory construction, the Court finds that "program" and "course" were meant to convey the same meaning in § 31-10-20(b). After considering the arguments presented in this case, it is abundantly clear to the Court that the General Assembly—in requiring as one criterion for approval of a similar course of instruction "that the program does not offer outside the classroom road test instruction or driving lessons to Rhode Island students"—intended for inside the classroom instruction and outside the classroom instruction to be separate. See § 31-10-20(b). Presumably, this is in the interest of public safety as it ensures that prospective driving students have learned the rules of the road prior to getting on the road. Moreover, as the amici point out, reading "program" and "course" as one furthers another of the General Assembly's purposes: "to ensure that all classroom driver

education courses offered to those students applying for their Rhode Island learner's permit and driver's license provide the same basic instruction . . . whether they are offered at CCRI or at any other private (or public) school or entity." Amicus Brief at 6.[7]

The consequence of that interpretation is that, even assuming—as Plaintiff has alleged—that Defendant and AAA Driver Training School are a single entity, § 31-10-20(b) does not require a driver's education course or program be offered by separate entities. Rather, § 31-10-20(b) requires, among other things, that for the Rhode Island Board of Education to approve an entity's driver's education course, the classroom instruction and any on-road driving lessons must be offered separately. Based on the Court's holding that "program" and "course" are effectively synonymous, § 31-10-20(b) does not bar Defendant from offering both inside the classroom and outside the classroom driver's education instruction, even as a single corporate entity, so long as they are separate courses.[8]

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[7] In their brief, the amici state that when determining "whether a driver's education course submitted for review is equivalent to that offered by CCRI, the [Rhode Island Council on Postsecondary Education], the Commissioner, the Office, and the Director [of CCRI] have interpreted and used the term 'program' as synonymous with 'course' and 'course of instruction' . . . ." Amicus Brief at 4. According to the amici, their "review does not include an investigation regarding the ownership or corporate structure of the entity requesting it." Id. at 5. While the Court took this view into consideration in its analysis of § 31-10-20(b), the Court did not afford the Rhode Island Commissioner of Postsecondary Education the typical deference that our courts employ when confronted with an ambiguous statute. See, e.g., In re Proposed Town of New Shoreham Project, 25 A.3d at 505-06; Auto Body Ass'n of R.I. v. State Dep't of Bus. Regulation, 996 A.2d 91, 97 (R.I. 2010). This Court finds that such deference should be afforded when the interpretation of a statute under an agency's purview has undergone some form of regular procedure, such as formal rulemaking. An amicus brief, while serving as a helpful guide for the Court, does not carry such weight.

[8] Plaintiff points to a decision letter it received in December 2009 from the then-named Rhode Island Board of Governors for Higher Education that Plaintiff claims contains an interpretation of § 31-10-20(b) to which it urges the Court to defer. See Pl.'s Mem. in Opp'n. to Def.'s Mot. to Dismiss, Ex. A. However, even if the Court found it appropriate to consider that letter on this Super. R. Civ. P. 12(b)(6) motion to dismiss, the interpretation contained therein does not go as far as Plaintiff asserts. In light of the reasons set forth in this Decision, the Court is not persuaded that Plaintiff's decision letter is entitled to deference or that the interpretation

IV

Conclusion

With the aid of the familiar tools of statutory construction—the text, context, dictionaries, previous versions of the statute, and the maxim "in pari materia"—the Court holds that the terms "program" and "course" are effectively synonymous in § 31-10-20(b). Such a construction is in line with the Court's dual goals of statutory interpretation: carrying out the intent of the General Assembly and avoiding an absurd result. See Mancini, 155 A.3d at 163; 5750 Post Rd. Med. Offices, LLC, 138 A.3d at 167. Accordingly, because "'it appears to a certainty that [Plaintiff] will not be entitled to relief under any set of facts which might be proved in support of [its] claim,'" Defendant's Motion to Dismiss is granted. See R.I. Emp't, 788 A.2d at 467 (quoting St. James Condo Ass'n, 676 A.2d at 1346). Because Plaintiff's declaratory judgment action is dismissed, so too is Plaintiff's claim for injunctive relief. See Long v. Dell, Inc., 93 A.3d 988, 1004 (R.I. 2014). Prevailing counsel shall present an appropriate order consistent herewith which shall be settled after due notice to counsel of record.

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provided therein actually supports the position that "program" refers to a driving school. Moreover, assuming the agency interpreted § 31-10-20(b) in the manner Plaintiff avers, the Court, not the agency, is the ultimate arbiter of statutory interpretation. See Town of Warren v. Bristol Warren Reg'l Sch. Dist., 159 A.3d 1029, 1039 (R.I. 2017) (distinguishing between legislative rules and interpretive rules and explaining that "'a court considering enforcement of . . . a[n interpretive] rule may substitute its own judgment for that of the administrative agency's judgment'") (quoting Great Am. Nursing Ctrs., Inc. v. Norberg, 567 A.2d 354, 356 (R.I. 1989)).

RHODE ISLAND SUPERIOR COURT
Decision Addendum Sheet

TITLE OF CASE:	**Labonte's Auto School, LLC v. Safety Educators, Inc.**
CASE NO:	**PC-2017-1130**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**July 24, 2017**
JUSTICE/MAGISTRATE:	**Silverstein, J.**
ATTORNEYS:	
For Plaintiff:	**John B. Harwood, Esq.** **David S. Francazio, Esq.**
For Defendant:	**William R. Grimm, Esq.**