

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF BUSINESS REGULATION  
1511 PONTIAC AVENUE  
CRANSTON, RHODE ISLAND 02920**

IN THE MATTER OF :  
: ASPEN AUTO BODY INC. :  
: RESPONDENT :

**CONSENT AGREEMENT GRANTING CONDITIONAL LICENSE**

The Rhode Island Department of Business Regulation ("Department") and Aspen Auto Body Inc. ("Respondent") agree as follows:

**HISTORICAL BACKGROUND**

1. Upon information and belief, in the 1970's, Ralph Ferra ("Mr. Ferra") acquired, owned and operated J&R Auto Body, a licensed automobile body repair shop located in Manville, Rhode Island ("J&R").
2. Upon information and belief, in the late 1980's, Mr. Ferra changed the name of J&R to Aspen Auto Body.
3. Respondent has held an automobile body repair shop license issued pursuant to the terms and provisions of R.I. Gen. Laws § 5-38-1et seq. since at least March 3, 1989 ("License").
4. Upon information and belief, Aspen Auto Body is the fictitious business name of Aspen Auto Sales Co., an entity incorporated in September, 1970 ("Aspen Auto").
5. Upon information and belief, through a typographical error, the License issued in the name of Aspen Auto Body, Inc.
6. In 2005, Mr. Ferra sold Aspen Auto to Eric Noury and the Department thereafter

duly renewed the automobile body repair shop License to Respondent, owned and operated by Mr. Noury.

7. In connection with the sale of Aspen Auto to Mr. Noury, Mr. Noury executed a Promissory Note and Mortgage in favor of Mr. Ferra.

8. As a result of Mr. Noury's default under the terms of the Promissory Note and Mortgage and by agreement of the parties, in May, 2010, Mr. Noury conveyed by Warranty Deed the property in Manville, Rhode Island, where Respondent is located, to Mr. Ferra. In addition to ownership of the Manville property, Mr. Ferra intends to re-acquire the automobile body repair shop business from Mr. Noury and once again own and operate Respondent.

#### PRESENT TRAVEL

9. Respondent failed to submit a sufficient renewal application pursuant to R.I. Gen. Laws § 5-38-7 upon the expiration of the License on December 31, 2009.

10. Bruce A. Vanasse Enterprises, Inc. d/b/a Aspen Auto Body submitted a renewal application and the requisite fee for renewal on March 5, 2010.

11. At that time, the Department discovered that Respondent had transferred its License, without authorization from the Department to Mr. Vanasse.

12. Upon notification from the Department that the Respondent was engaging in unlicensed automobile body repair work, Respondent's owner, Eric Noury, agreed to reinstate his ownership and revert to the pre-transfer of License management of the Respondent.

13. Respondent has also agreed to bar Mr. Vanasse from any activity requiring Licensure until such time that Mr. Vanasse is able to be independently licensed as an automobile body repair shop.

14. The Respondent failed to timely submit a renewal and transfer request at the time of transfer on November 3, 2009.

15. The Respondent has been operating said body shop from November 3, 2009 until April 8, 2010, without prior approval of transfer from the Department per the Regulation, Sections 4 (A) and 7(B) which state:

4A: License Required No person may engage in the business of motor vehicle body work without first obtaining a motor vehicle body license from the Department. ... 7 (B) License. A Motor Vehicle Body License shall be granted only to the Applicant. The Motor Vehicle Body License is not subject to transfer, assignment or leasing to another Person without prior application to, and approval from the Department.

16. Respondent provided a separate renewal application on May 13, 2010 and provided sufficient documentation to the Department that it will be in compliance with all licensing requirements.

17. Mr. Noury and Mr. Ferra have agreed, subject to Department approval, that Mr. Noury will transfer his ownership interest in Respondent including the License to Mr. Ferra immediately after the Department's renewal of the License and approval of the transfer application identified in paragraph 19 below.

18. On August 4, 2010, Ralph Ferra incorporated Aspen Auto Body, Inc. with the Rhode Island Secretary of State to ensure that the License is issued to a Rhode Island corporation rather than a fictitious business name.

19. Upon execution of this agreement, Ralph Ferra and Aspen Auto Body, Inc. will file a transfer application for auto body repair shop with the Department seeking approval for the

transfer of the License to a corporation owned and operated by Mr. Noury to a corporation owned and operated by Mr. Ferra.

20. In light of Respondent's efforts to comply with statutory requirements and desire to remedy the violations, the Respondent: waives its right to complete the administrative hearing process, waives its right to appeal this Consent Agreement as a final order of the Department, admits that the allegations in paragraphs 1 through and including 20 are true, is willing to remedy the violation and is willing to take all necessary action as delineated in this paragraph and the following paragraphs of this Consent Agreement to allow Respondent to maintain the License in good-standing.

21. Respondent is being issued a conditional License subject to the terms and conditions of this Consent Agreement.

22. Respondent shall:

- a. comply with all statutory and regulatory requirements regarding licensure;
- b. prevent Bruce Vanasse and/or any individual under Mr. Vanasse's direction or control and/or any other third-party from engaging in any activity requiring a License under Respondent's License unless a transfer of said License is authorized in writing by the Department.
- c. not allow Bruce Vanasse to: (i) have any ownership, financial or other remuneration interest in Respondent or its License; (ii) have any contact with customers; (iii) have any interaction with insurers; (iv) serve in any capacity as an employee or agent of Respondent; and, (v) have any managerial or oversight responsibility over Respondent;

- d. perform criminal background checks on all employees and managers and report any issues to the Department;
- e. pay application fees of \$1,800 representing the renewal application fee in the amount of \$900.00 and the transfer application fee in the amount of \$900.00; and
- f. pay an administrative penalty of \$500.00.

23. Respondent acknowledges and agrees that any failure by Respondent to maintain compliance with any statutory or regulatory requirements as determined by the Division of Commercial Licensing and Regulation of the Department will result in the immediate revocation of Respondent's License, after notice of violation of this Agreement and hearing thereon.

24. In the event that Respondent fails to maintain compliance with all statutory and regulatory requirements, Respondent must notify the Department.

25. Respondent hereby represents and warrants that the execution, delivery and performance of this Consent Agreement have been duly authorized by all necessary corporate action of Respondent.

Department of Business Regulation:

By: Maria D'Alessandro  
Maria D'Alessandro, Esq.

Date: 9/16/10

Respondent (By Authorized Representative):

By: Eric Noury  
Eric Noury

Date: 9-14-10