

E. Notice of Hearing to be held in this matter at the Department on January 18, 2024, at 11:00 AM;

(all of the foregoing being hereinafter collectively referred to as the “Order” or “Emergency Order”).

This Order is issued pursuant to the CRLB Act, R.I. Gen. Laws § 5-65-1 *et seq.*, including but not limited to R.I. Gen. Laws §§ 5-65-10(b), 5-65-10(f), 440-RICR-10-00-1 (“CRLB Regulations”), and the Administrative Procedures Act (“APA”), R.I. Gen. Laws § 42-35-1 *et seq.*, specifically including R.I. Gen. Laws § 42-35-14(c). This Emergency Order is issued pursuant to the Director’s emergency authority found in R.I. Gen. Laws § 5-65-10(f) and § 42-35-14(c), having determined that the Respondents, including Respondents Christopher Goddard and Ann-Marie Goddard, are acting to the detriment of the health, welfare and safety of the general public and would continue to so threaten the public if Respondent Christopher Goddard were to remain registered and any of the Respondents were to continue undertaking or offering to undertake work or provide services as a contractor in the State of Rhode Island.

This Order requires that all Respondents, including Respondent Christopher Goddard and Respondent Ann-Marie Goddard, appear at an Administrative Hearing before a Hearing Officer within thirty (30) days to show cause why the Hearing Officer should not issue an order permanently suspending and/or revoking Respondent Christopher Goddard’s contractor Registration, imposing fines, ordering the return and refund of deposits, and ordering that all Respondents cease and desist from further actions and omissions in violation of the CRLB Act, R.I. Gen. Laws § 5-65-1 *et seq.* and the CRLB Regulations. THIS ORDER OF SUSPENSION IS EFFECTIVE UPON ISSUANCE.

The Hearing will be held on January 18, 2024, at 11:00 AM at the Department of Business Regulation, at 1511 Pontiac Avenue, Building 68, Cranston, Rhode Island 02920, in conference room 68-1.

The Director issues this Order based on the following:

STATEMENT OF LAW

1. In an emergency situation, where a registrant’s actions present an immediate and ongoing “detriment [to] the health, welfare, and safety of the general public,” R.I. Gen. Laws § 5-65-10(f)(1) empowers the Director of the Department, or the Director’s designee, to revoke or suspend a contractor’s registration *without a hearing* for just cause for a period of thirty (30) days.¹
2. R.I. Gen. Laws § 5-65-10(f)(2), allows an emergency revocation/suspension to be extended beyond the initial thirty (30) days, following notice to the respondent and an opportunity for hearing.
3. R.I. Gen. Laws § 5-65-10(a), subsections (1), (3), (4), (5), (6), (9), (11), (12), and (14) authorize the Department’s State Building Office (“Office” or “SBO”), which includes the Contractors’ Registration and Licensing Board (“CRLB” or “Board”), to revoke, suspend, or refuse to issue, reinstate, or reissue a contractor’s² certificate of registration if it determines, after notice to the respondent and opportunity for a hearing:

¹ See also R.I. Gen. Laws § 42-35-14(c), which provides: “[i]f the agency finds that public health, safety, or welfare imperatively requires emergency action, and incorporates a finding to that effect in its order, summary suspension of license may be ordered pending proceedings for revocation or other action. These proceedings shall be promptly instituted and determined.”

² For the purposes of § 5-65-3 and the other provisions of Chapter 5-65 of the Rhode Island General Laws: “ ‘Contractor’ means a person who, in the pursuit of an independent business, undertakes or offers to undertake or submits a bid, or for compensation and with or without the intent to sell the structure constructs, alters, repairs, improves, moves over public highways, roads, or streets or demolishes a structure or to perform any work in connection with the construction, alteration, repair, improvement, moving over public highways, roads, or streets or

- a. That the registrant or applicant has violated § 5-65-3 or any other provision of this chapter or the regulations promulgated thereunder;
- b. That the registrant, licensee, or applicant has engaged in conduct as a contractor that is dishonest or fraudulent and that the board or office finds injurious to the welfare of the public;
- c. Has violated a rule or order of the board;
- d. That the registrant has knowingly assisted an unregistered person to act in violation of chapter 65 of title 5 or the regulations promulgated thereunder;
- e. That a lien was filed on a structure under chapter 28 of title 34 because the registrant or applicant wrongfully failed to perform a contractual duty to pay money to the person claiming the lien;
- f. That the registrant has engaged in repeated acts in violation of chapter 65 of title 5 and the board's rules and regulations inclusive of substandard workmanship and any misuse of registration;
- g. That the registrant has breached a contract;
- h. That the registrant performed negligent and/or improper work; and/or
- i. That the registrant has failed to complete a project(s) for construction or willfully failed to comply with the terms of a contract or written warranty.

demolition of a structure, and the appurtenances thereto. For the purposes of this chapter, 'appurtenances' includes, but is not limited to, the installation, alteration, or repair of wells connected to a structure consistent with chapter 13.2 of title 46, garage, carport, porch, patio, decks, docks, sheds, tents, gazebos, walkways, fencing, driveways, retaining walls, swimming pools, sidewalks, stone/masonry walls, and parking lots. 'Contractor' includes, but is not limited to, any person who purchases or owns property and constructs, or for compensation arranges for the construction of, one or more structures." R.I. Gen. Laws § 5-65-1(7)(i) and (ii), including amendments pursuant to P.L. 2022, ch. 251 & 252 effective June 28, 2022.

4. Section 1.9.2(F)(2)(b) of Regulation 440-RICR-10-00-1 provides, “If the Hearing Officer determines that a violation of R.I. Gen. Laws Chapter 5-65 . . . and/or Parts 1-6 of this Subchapter has occurred, the Hearing Officer may . . . [order the Respondent to] [r]eturn a deposit if no work has commenced.”
5. Pursuant to R.I. Gen. Laws § 5-65-10(b), subject to providing notice to a respondent and an opportunity for a hearing, in addition to other remedies, when the Office has reason to believe that a person has engaged in or is engaging in any act, practice or transaction that violates Chapter 5-65 or the Regulations, the Office may order such person to cease and desist from such violation.
6. According to R.I. Gen. Laws § 5-65-10(c), subject to providing notice to a respondent and an opportunity for a hearing, if a contractor violates any provision of § 5-65-3 of the Rhode Island General Laws or the Regulations, the Board may impose a fine of up to \$5,000, for a first violation and a fine of up to \$10,000, for each subsequent violation.
7. According to R.I. Gen. Laws § 5-65-10(h), “[a]ny person or contractor, registered or not, who or that uses another contractor’s registration or allows another person to use their contractor’s registration fraudulently in any way, will be subject to a fine not exceeding ten thousand dollars (\$10,000).”
8. R.I. Gen. Laws § 5-65-10(k) provides, “[w]hen upon investigation a complaint reveals: serious code infractions; unsatisfied mechanic’s liens; abandonment of a job for a substantial period of time without apparent cause; *or any other conduct detrimental to the public*, the board can double the fines.” [Emphasis added].

9. R.I. Gen Laws § 5-65-16(a) provides, “[t]he board may investigate the activities of any person engaged in the building and construction industry to determine compliance with this chapter.”
10. According to R.I. Gen. Laws § 5-65-16(f), “[i]n addition to all powers granted to the board and office under this chapter, the board and office, and their designees, shall have the power and authority to: (1) [a]ssess fines as provided by this chapter; . . . [and] (3) [p]rovide any other relief and/or remedy provided by this chapter and the board’s rules and regulations.”

STATEMENT OF FACTS

11. Respondent Christopher Goddard is a contractor registered with the Board holding Registration GC-3064, which is current and has an expiration date of June 2, 2024.
12. The Registration application for GC-3064 filed with the Board attests that Respondent Christopher Goddard conducts contractor business under the business name of Exodus Construction, LLC (“ECL”).
13. Based upon information set forth herein, the Department has cause to believe that Respondent Christopher Goddard has also undertaken contractor work in the name of Exodus Design Group LLC (“EDGL”) and/or Exodus Design and Construction (“EDC” and, together with ECL and EDGL, collectively, the “Respondent Companies”) and has allowed Respondent Ann-Marie Goddard, who is not registered, to use the Registration to offer and undertake contractor work in the name of the Respondent Companies.
14. Also based upon information set forth herein, the Department has cause to believe that Respondent Ann-Marie Goddard, who is not registered, has used the Registration to offer and undertake contractor work in the name of the Respondent Companies.

15. The Registration application includes the mailing address for Respondent Christopher Goddard as 91 Point Judith Rd., Suite 375, Narragansett, Rhode Island 02882 and the company address for ECL as 351 Liberty Lane, Suite 16, West Kingston, Rhode Island 02892.
16. The “Certificate of Liability Insurance” appended to the 2023 Registration renewal application designates the insured entity as both “Exodus Construction, LLC and Exodus Design Group LLC” and the address listed for the entities is 91 Point Judith Road, Suite 375, Narragansett, Rhode Island.
17. According to the Rhode Island Secretary of State’s Business Search Portal (“Business Search Portal”), Respondent ECL is a foreign (Delaware) limited liability company that is registered with the Rhode Island Secretary of State to transact business in Rhode Island (ID No. 000542020).
18. According to its 2023 Annual Report filed with the R.I. Secretary of State, Respondent Christopher Goddard is the Authorized Person and Registered Agent and Respondent Ann-Marie Goddard is the Manager of Respondent ECL, which has a principal office address of 351 Liberty Lane, Suite 16, West Kingston, Rhode Island 02892.
19. According to the Business Search Portal, Respondent EDGL is a domestic (Rhode Island) limited liability company that is registered with the Rhode Island Secretary of State (ID No. 001336166).
20. According to its 2023 Annual Report filed with the R.I. Secretary of State, Respondent EDGL’s principal office address is 4 Timber Ridge Rd., 16 [sic], Charlestown, Rhode Island 02813; Ann-Marie Goddard is the Authorized Person and Manager of EDGL, and her address as Manager is 351 Liberty Lane, Suite 16, West Kingston, Rhode Island 02892;

and Respondent ECL is EDGL's Registered Agent and the Registered Agent mailing address is 91 Point Judith Road, Suite 375, Narragansett, Rhode Island 02882.

**SEVEN (7) CIVIL ACTIONS FILED IN THE LAST FIVE (5) MONTHS, AND
TWO (2) RECENT CONSUMER COMPLAINTS RECEIVED BY THE CRLB,
ALL RELATED TO RESPONDENTS' WORK AS A CONTRACTOR**

21. During the five (5) month period beginning July 11, 2023, through December 20, 2023, Respondents and/or Respondents' business entities have been sued in seven (7) separate civil actions filed in Rhode Island Superior Courts involving numerous breaches of construction related contracts and Respondents' failure to apply funds they received from consumer property owners to pay for materials and/or labor provided by building materials suppliers and/or subcontractors, which has resulted in mechanic's liens being filed and enforcement sought against Respondents and also against the consumers and the consumers' properties.

a. The BFS Ferrucci Mechanic's Lien Action

22. On July 11, 2023, BFS Group, LLC, a lumber and building materials supplier, filed a complaint against Respondents Exodus Construction, LLC and Christopher Goddard and homeowners David Ferrucci, Lisa Ferrucci³ in BFS Group, LLC v. Exodus Construction, LLC et al., WM-2023-0302 (R.I. Super Ct.) (hereinafter, the "BFS Ferrucci Case"), alleging breach of contract and breach of personal guaranty by ECL/Goddard, and seeking to enforce a mechanic's lien against the Ferruccis' condominium property in Narragansett, Rhode Island.

³ On August 8, 2023, the plaintiff in the Ferrucci Case, voluntarily dismissed the homeowners, David and Lisa Ferrucci, from the mechanic's lien action, while the case continued against Exodus Construction LLC and Christopher Goddard.

23. The complaint in the BFS Ferrucci Case, filed on July 11, 2023, avers that, at the time of filing the “amount or sum due or owing is \$41,568.17, plus interest and attorney’s fees and costs for work done and materials furnished[.]”
24. The complaint in the BFS Ferrucci Case also states, “[s]aid amount or sum due and owing [is] for building materials delivered to and for improvements of the Property by the Plaintiff from January 12, 2023 to April 6, 2023.”
25. Neither Exodus Construction, LLC nor Christopher Goddard filed an answer or any defenses to the complaint filed in the BFS Ferrucci Case.
26. On November 29, 2023, plaintiff in the BFS Ferrucci Case filed an affidavit and request for entry of default against Exodus Construction, LLC and Christopher Goddard.
27. On November 30, 2023, a default judgment for a sum certain was entered in the BFS Ferrucci Case against Exodus Construction, LLC and Christopher Goddard in the amount of \$3,459.87, due and owing as of October 31, 2023, noting that \$38,882.96 of the claimed \$41,719.31, had been received on August 8, 2023 (the same day plaintiff filed a voluntary dismissal as against the Ferruccis).
28. Upon information and belief, even though they had already paid Respondents ECL and Christopher Goddard for the building materials and labor for work on their home, because Respondents failed to pay BFS for the materials provided, homeowners David and Lisa Ferrucci had to pay an additional \$38,882.96 to BFS in order to stop the mechanic’s lien action against their home.

b. The BFS Steiger Mechanic’s Lien Action

29. On July 18, 2023, BFS Group, LLC filed a complaint against Respondents Exodus Construction, LLC and Christopher Goddard and homeowners Kennan and Anna Steiger

in BFS Group, LLC f/k/a National Lumber Company v. Exodus Construction, LLC, Christopher Goddard, Anna M. Steiger, and Kennan L. Steiger, WM-2023-0310, (R.I. Super. Ct.) (hereinafter, the “BFS Steiger Case”), alleging breach of contract and breach of personal guaranty by ECL/Goddard, and seeking to enforce a mechanic’s lien against the Steigers’ Charlestown, Rhode Island residence.

30. The complaint in the BFS Steiger Case, filed on July 18, 2023, avers that, at the time of filing, “the amount or sum due or owing is \$21,038.39, plus interest and attorney’s fees and costs for work done and materials furnished[.]”
31. The complaint in the BFS Steiger Case also states, “[s]aid amount or sum due and owing [is] for building materials delivered to and for improvements of the property by the Plaintiff from January 31, 2023 to April 6, 2023.”
32. Neither Exodus Construction, LLC, nor Christopher Goddard filed an answer or any defenses to the complaint filed in the BFS Steiger Case.
33. On August 8, 2023, Kennan Steiger and Anna Steiger (collectively, the “Steigers”) filed an answer to the complaint filed in the BFS Steiger Case, asserting their defenses, specifically stating “[a]ny money due and owing Plaintiff is the debt of another person or entity.”
34. On November 29, 2023, plaintiff in the BFS Steiger Case filed a request for entry of default against both Exodus Construction, LLC and Christopher Goddard.
35. On November 30, 2023, a default judgment for a sum certain was entered in the BFS Steiger Case against Exodus Construction, LLC, and Christopher Goddard in the amount of \$21,038.39, plus \$1,290.99 in interest charges, totaling \$22,329.38.

c. The M&K Robenhymer Action

36. On August 22, 2023, Matthew and Kara Robenhymer, owners of property in South Kingstown, Rhode Island, filed a complaint against Respondents Exodus Construction, LLC, Exodus Design Group LLC, Ann-Marie Goddard, and Christopher Goddard in Matthew Robenhymer et al. v. Exodus Construction, LLC et al., WC-2023-0363 (R.I. Super. Ct.) (hereinafter, the “M&K Robenhymer Case”), asserting numerous claims including breach of contract, negligence, conversion of funds, and unjust enrichment with respect to a residential construction project at their property.

37. The complaint in the M&K Robenhymer Case made the following averments:

- a. “On June 10, 2021, the parties entered into a Design Build Contract Agreement . . . wherein Plaintiffs agreed to pay Exodus Design to design and Exodus Construction to construct a single-family home[.]”
- b. “On March 3, 2022, the parties entered into and executed the Amendment to Design Build Contract Agreement . . . which superseded and replaced in all terms the 2021 Contract.”
- c. “On November 23, 2022, the parties executed a Second Amendment to Design Contract . . . which established a maximum guaranteed price and amended Articles 3, 4, and 6 of the 2022 Contract.”
- d. “That with the exception of the maximum guaranteed price and the amendments to Articles 3, 4, and 6 of the 2022 Contract, the remaining terms of the 2022 Contract remained binding upon the parties.”

38. The complaint in the M&K Robenhymer Case avers, “Exodus Construction agreed to complete the construction of the single-family home at the Property by May 3, 2023.”

39. The complaint in the M&K Robenhymer Case states, “[t]hat Exodus Construction has breached the terms of the 2022 Contract and Second Amendment by failing to complete the construction of the single-family home at the Property by May 3, 2023, and has abandoned the project.”
40. The complaint in the M&K Robenhymer Case further asserts:
- a. “That in accordance with the terms of the 2022 Contract, Exodus Construction and Exodus Design agreed to pay their subcontractors and material suppliers for labor and materials needed to complete the construction of the single-family home at the Property with funds provided by Plaintiffs.”⁴
 - b. “Plaintiffs paid Exodus Construction and Exodus Design in accordance with the terms of the 2022 Contract and Second Amendment for all subcontractors’ work and material costs billed to them by Defendants.”
 - c. “Exodus Construction and Exodus Design breached the terms of the 2022 Contract by failing to complete the construction in accordance with the terms of the contract documents.”
 - d. “Plaintiffs have been required to hire a new contractor to repair and complete the work.”
 - e. “As a result of the breach of contract by Exodus Construction and Exodus Design, Plaintiffs have had to pay increased labor and material costs to complete the construction of the single-family home at the Property.”

⁴ Exhibit A appended to the M&K Robenhymer Complaint is a contract dated March 3, 2022, between ECL and EDGL and the plaintiffs entitled, “Amendment to Design Build Contract Agreement Between Owner and Contractor” which provides in Section 3.1 that “Contractor shall provide all labor, materials, tools, and equipment necessary to complete the Scope of Work identified in the Contract Documents under Article 1.” Also, in Section 14.2, the Contractor agrees to indemnify the plaintiffs for any mechanic’s lien filing.

- f. “Plaintiffs have paid significant sums of money to Mrs. Goddard and Mr. Goddard for material costs related to the construction of the single-family home at the Property.”⁵
- g. “That rather than apply these funds to pay for specific items billed to Plaintiffs for materials related to the construction of the single-family home on the Property as required by the contract documents, Mrs. Goddard and Mr. Goddard have converted these funds to their own personal use.”
- h. The[] Defendants refuse to return these [converted] fund to Plaintiffs.”

41. Exhibit A appended to the complaint in the M&K Robenhymer Case, reflects that Respondent Ann-Marie Goddard signed and initialed each page of a contract dated March 3, 2022, entitled “Amendment to Design Build Contract Agreement Between Owner and Contractor” on behalf of “CONTRACTOR, Exodus Construction” with “Contractor” being expressly defined in the contract as “Exodus Construction LLC and Exodus Design Group, LLC.”

42. Likewise, Exhibit B appended to the complaint in the M&K Robenhymer Case, reflects that Respondent Ann-Marie Goddard signed and initialed each page of a contract dated November 23, 2022, entitled “Second Amendment to Design Build Contract Between Owner and Contractor” on behalf of both “Exodus Construction LLC” and “Exodus Design Group LLC.”

⁵ Exhibit A appended to the M&K Robenhymer Complaint, the contract dated March 3, 2022, between ECL and EDGL and the plaintiffs entitled, “Amendment to Design Build Contract Agreement Between Owner and Contractor” provides in Section 5.1 Contractor’s confirmation of receipt from plaintiffs of \$69,498.80 as of such date. Exhibit B appended to the M&K Robenhymer Complaint is a contract dated November 23, 2022, between ECL and EDGL and the plaintiffs entitled, “Second Amendment to Design Build Contract Agreement Between Owner and Contractor” wherein the Contractor acknowledges and confirms in Section 5.2 that the plaintiffs have paid to date \$459,765.10 in cash and checks towards the completion of the project.

43. On September 8, 2023, plaintiff in the M&K Robenhymer Case filed a motion for alternative service, which was granted by an Associate Justice of the Washington County Superior Court on September 27, 2023. The September 6, 2023, constable's affidavit regarding attempts to serve the defendants provided in support of the motion states that the defendants "are clearly evading service" and that "continued attempts may be unsafe due to the loose dog and threatening signs" at the defendants' residence.
44. No answer was filed by Exodus Construction, LLC, Exodus Design, LLC, Ann-Marie Goddard, or Christopher Goddard, nor any defenses asserted in response to the complaint filed in the M&K Robenhymer Case.
45. On November 1, 2023, plaintiffs in the M&K Robenhymer Case filed an application for entry of default judgment against Exodus Construction, LLC, Exodus Design Group, LLC, Ann-Marie Goddard, and Christopher Goddard.
46. On November 3, 2023, default judgments were entered against Exodus Construction, LLC, Exodus Design Group, LLC, Ann-Marie Goddard, and Christopher Goddard in the M&K Robenhymer Case.

d. The N&G Robenhymer Action

47. On August 22, 2023, Nicholas and Gianna Robenhymer, owners of property in South Kingstown, Rhode Island, filed a complaint against Respondents Exodus Construction, LLC, Exodus Design Group, LLC, Ann-Marie Goddard, and Christopher Goddard in Nicholas Robenhymer et al. v. Exodus Construction, LLC et al., WC-2023-0364 (R.I. Super. Ct.) (hereinafter, the "N&G Robenhymer Case"), asserting numerous claims including breach of contract, negligence, conversion of funds, and unjust enrichment with respect to a residential construction project at their property.

48. The complaint in the N&G Robenhymer Case made the following averments:
- a. “On June 9, 2021, the parties entered into a Design Build Contract Agreement . . . wherein Plaintiffs agreed to pay Exodus Design to design and Exodus Construction to construct a single-family home on the Property.”
 - b. “On April 1, 2022, the parties entered into and executed the Amendment to Design Build Contract Agreement . . . which superseded and replaced in all terms the 2021 Contract.”
 - c. “On October 3, 2022, the parties executed a Second Amendment to Design Build Contract . . . which established a maximum guaranteed price and amended Articles 3, 4, and 6 of the 2022 Contract.”
 - d. “That with the exception of the maximum guaranteed price and the amendments to Articles 3, 4, and 6 of the 2022 Contract, the remaining terms of the 2022 Contract remained binding on the parties.”
49. The complaint in the N&G Robenhymer Case avers, “Exodus Construction agreed to complete the construction of the single-family home at the Property by June 1, 2023.”
50. The complaint in the N&G Robenhymer Case states, “Exodus Construction has breached the terms of the 2022 Contract and Second Amendment by failing to complete the construction of the single-family home at the Property by June 1, 2023, and has abandoned the project.”
51. The complaint in the N&G Robenhymer Case further asserts:
- a. “That in accordance with the terms of the 2022 Contract, Exodus Construction and Exodus Design agreed to pay their subcontractors and material suppliers for

labor and materials needed to complete the construction of the single-family home at the Property with fund provided by Plaintiffs.”⁶

- b. “Plaintiffs paid Exodus Construction and Exodus Design in accordance with the terms of the 2022 Contract and Second Amendment for all subcontractors’ work and material costs billed to them by Defendants[,]” and
- c. “Exodus Construction and Exodus Design breached the terms of the 2022 Contract by failing to complete the construction in accordance with the terms of the contract documents.”
- d. “Plaintiffs have been required to hire a new contractor to repair and complete the work.”
- e. “As a result of the breach of contract by Exodus Construction and Exodus Design, Plaintiffs have had to pay increased labor and material costs to complete the construction of the single-family home at the Property.”
- f. “Plaintiffs have paid significant sums of money to Mrs. Goddard and Mr. Goddard for material costs related to the construction of the single-family home at the Property.”⁷
- g. “That rather than apply these funds to pay for specific items billed to Plaintiffs for materials related to the construction of the single-family home on the

⁶ Exhibit A appended to the N&G Robenhymer Complaint is a contract dated March 22, 2022, between ECL and EDGL and the plaintiffs entitled, “Amendment to Design Build Contract Agreement Between Owner and Contractor” which provides in Section 3.1 that “Contractor shall provide all labor, materials, tools, and equipment necessary to complete the Scope of Work identified in the Contract Documents under Article 1.” Also, in Section 14.2, the Contractor agrees to indemnify the plaintiffs for any mechanic’s lien filing.

⁷ Exhibit A appended to the N&G Robenhymer Complaint, the contract dated March 22, 2022, between ECL and EDGL and the plaintiffs entitled, “Amendment to Design Build Contract Agreement Between Owner and Contractor” provides in Section 5.1 Contractor’s confirmation of receipt from plaintiffs of \$50,707.00 as of such date.

Property as required by the contract documents, Mrs. Goddard and Mr. Goddard have converted these funds to their own personal use.”

52. Exhibit A appended to the complaint filed in the N&G Robenhymer Case reflects that Respondent Ann-Marie Goddard signed and initialed each page of a contract dated March 22, 2022, entitled “Amendment to Design Build Contract Agreement Between Owner and Contractor” on behalf of “CONTRACTOR, Exodus Construction” with “Contractor” being expressly defined in the contract as “Exodus Construction LLC and Exodus Design Group, LLC.”
53. Likewise, Exhibit B appended to the complaint filed in the N&G Robenhymer Case reflects that Respondent Ann-Marie Goddard signed a contract dated September 9, 2022, entitled “Second Amendment to Design Build Contract Between Owner and Contractor” on behalf of both “Exodus Construction LLC” and “Exodus Design Group LLC.”
54. On September 8, 2023, plaintiff in the N&G Robenhymer Case filed a motion for alternative service, which was granted by an Associate Justice of the Washington County Superior Court on September 27, 2023. The September 6, 2023, constable’s affidavit regarding attempts to serve the defendants provided in support of the motion states that the defendants “are clearly evading service” and that “continued attempts may be unsafe due to the loose dog and threatening signs” at the defendants’ residence.
55. No answer was filed by Exodus Construction, LLC, Exodus Design, LLC, Ann-Marie Goddard, or Christopher Goddard, nor were any defenses asserted in response to the complaint filed in the N&G Robenhymer Case.

56. On November 1, 2023, plaintiff in the N&G Robenhymer Case filed an application for entry of default judgment against Exodus Construction, LLC, Exodus Design Group, LLC, Ann-Marie Goddard, and Christopher Goddard.

57. On November 3, 2023, default judgments were entered against Exodus Construction, LLC, Exodus Design Group, LLC, Ann-Marie Goddard, and Christopher Goddard in the N&G Robenhymer Case.

e. The VHC Steiger Mechanic's Lien Action

58. On or about August 23, 2023, Valley Heating & Cooling, Inc. ("VHC") filed a complaint against Respondent Exodus Construction, LLC and homeowners Kennan and Anna Steiger in Valley Heating and Cooling, Inc. v. Kennan Steiger and Anna Steiger, WM-2023-0371 (R.I. Super. Ct.) (hereinafter, the "VHC Steiger Case"), alleging breach of contract by ECL and seeking to enforce a mechanic's lien against the Steigers' Charlestown, Rhode Island residence.

59. According to the complaint filed in the VHC Steiger Case, "[t]he Steigers hired Exodus as a general contractor to perform certain work on the Property and Exodus hired Valley as a subcontractor."

60. According to the complaint filed in the VHC Steiger Case, "[a]s of the date of filing this complaint, \$10,292.77 remains due and owing to Valley."

61. The complaint filed in the VHC Steiger Case also provides, "Valley formed a contract with Exodus for the completion of work and furnishing of labor, supplies and materials on the Property . . . Exodus has failed to pay Valley the amount of \$10,292.77 as required by said contract."

62. On November 16, 2023, the Steigers filed an answer to the complaint filed in the VHC Steiger Case, asserting their defenses, specifically stating “[a]ny money due and owing Plaintiff is the debt of another person or entity.”

63. As of the date of this Order, Respondent Exodus Construction, LLC has not filed an answer or any defenses in response to the complaint filed in the VHC Steiger Case. There has been no judgment entered in that matter.

f. The Riverhead Ferrucci Mechanic’s Lien Action

64. On December 4, 2023, Riverhead Building Supply Corp. (“Riverhead”) filed a complaint against Respondents Exodus Construction, LLC and Christopher Goddard in Riverhead Building Supply Corp. v. Exodus Construction, LLC et al., WC-2023-0596 (R.I. Super. Ct.) (hereinafter, the “Riverhead Building Supply Case”), alleging breach of contract, goods sold, book account, unjust enrichment, and breach of personal guaranty with respect to goods and materials delivered to a residential construction project at a property in Narragansett, Rhode Island. Upon information and belief, the residential construction project and property are the same project and condominium property owned by David and Lisa Ferrucci, which are the subject of the above-described BFS Ferrucci Case.

65. According to the complaint filed in the Riverhead Building Supply Case:

- a. “On or about March 10, 2021, Exodus entered into a Credit Agreement with Plaintiff . . . was personally guaranteed by Defendant Christopher A. Goddard.”
- b. “Between the dates of May 12, 2023, and June 15, 2023, Exodus used the Credit Agreement to purchase goods and materials totaling \$16,996.37 from Plaintiff. At said Exodus’ direction, . . . materials were delivered by Plaintiff to . . .

Narragansett, Rhode Island, where Exodus was engaged in a residential construction project.”

- c. “Despite repeated requests, Exodus has failed and refused to make any payments to Plaintiff of the balance due for said goods and materials, in breach of the terms of the Credit Agreement.”
- d. “Due to Exodus’ breach as aforesaid, Plaintiff filed a Mechanic’s Lien [] against the [Narragansett Property] and received payment in the amount of \$5,000.00 from the owners thereof, leaving a balance due from Exodus to Plaintiff in the amount of \$11,966.37, plus interest.”

66. As of the date of this Notice of Hearing, neither Exodus Construction, LLC nor Christopher Goddard have filed an answer or any defenses to the complaint filed in the Riverhead Building Supply Case.

67. Upon information and belief, even though they had already paid Respondents ECL and Christopher Goddard for the building materials and labor for work on their home, because Respondents failed to pay VHC for the materials and labor it provided, homeowners David and Lisa Ferrucci had to pay an additional \$5,000.00 to VHC in to resolve a mechanic’s lien action against their home.

g. The MJF DeSisto Mechanic’s Lien Action

68. On December 12, 2023, a complaint was filed against Respondent Exodus Construction, LLC and property fee owners, the Trustees of the Nicholas DeSisto, Jr. and Gail M. DeSisto Irrevocable Real Estate Trust, and life estate holders Nicholas DeSisto, Jr. and Gail M. DeSisto (collectively, the “DeSistos”) in MJF Plumbing & Heating, LLC v. Christi DeSisto Fragale, as Trustee et al., NM-2023-0430 (R.I. Super. Ct.) (hereinafter, the “MJF DeSisto

Case”), alleging breach of contract and unjust enrichment against Exodus Construction, LLC and unjust enrichment and quantum meruit against the DeSistos, and also seeking to enforce a mechanic’s lien against the DeSistos’ Portsmouth, Rhode Island residential property.

69. According to the complaint filed in MJF DeSisto Case,

[T]he amount or sum due or owing is \$18,531.00, plus interest and attorney’s fees and costs for carpentry and renovation work done and furnished to Exodus Construction, LLC, and used in the construction, erection, alteration and reparation on the property . . . Said amount or sum due and owing includes labor and materials in relation to the renovation and hearing/air conditioning work performed by Plaintiff from June 1, 2023, through July 5, 2023, and utilized in the construction of the property.

70. The complaint in the MJF DeSisto Case also avers,

- a. “Plaintiff entered into a contract with Exodus through which Plaintiff was to furnish labor and materials in relation to the project[.]”
- b. “Plaintiff furnished the labor and materials pursuant to the contract with Exodus.”
- c. “Despite repeated demands for payment, Exodus has refused or is unable to pay the balance due Plaintiff of \$18,532.00 and is in breach of contract.”

71. No responsive pleadings have been filed by Exodus Construction or the DeSistos in the MJF DeSisto Case, as of the date of this Order, and no judgment has entered in that matter.

RECENT COMPLAINTS TO THE CRLB

a. Graves Complaint 2023-379

72. On or about October 18, 2023, the Board received Complaint No. 2023-379 from property owners Adam and Rebecca Graves alleging that on or about October 5, 2022, Respondents

agreed to perform and arranged to perform contractor services to design and build a new residential home at the Graves' property in North Kingstown, Rhode Island, for the total cost of \$988,958.00 (inclusive of design costs).

73. According to the Graves' Complaint, they "signed a contract with Exodus Design and Construction on October 5, 2022, for a new home build and paid a total [of] \$101,075" to the Respondents.

74. According to the Graves' Complaint, they delivered to Respondent Ann-Marie Goddard a monetary deposit in the amount of \$98,075.00 for the construction work and a deposit in the amount of \$3,000.00 for the design work for a total of \$101,075.00.

75. According to the Graves' Complaint and check stubs appended thereto, Respondent Ann-Marie Goddard accepted the two (2) monetary deposits from complainant totaling \$101,075.00, which were comprised of three (3) checks as follows:

- a. One payment in the amount of \$53,075.00 via personal check, dated October 5, 2022 (check no. 1077), made payable to Exodus Construction;
- b. A second payment via Santander Bank Check (no. 3333082), in the amount of \$45,000, dated October 4, 2023, and made payable to Exodus Construction; and
- c. A third payment in the amount of \$3,000.00 via personal check, dated October 5, 2022 (check no. 1078), made payable to Exodus Design Group.

76. According to the Graves' Complaint, "no work [was] done on the site" by Respondents.

77. According to the Graves' Complaint, on or about August 22, 2023, Respondent Christopher Goddard "told [complainants] that Exodus can not move forward with our project."

78. Complainant Graves informed the Department that, notwithstanding the substantial deposit paid to Respondents, after Respondents failed to respond to Fontaine Land Surveying

LLC's multiple requests for payment for survey and site plan work Respondents had contracted the surveyor to perform in June 2023, the Graves paid the surveyor \$3,335.00 to resolve the matter.

79. In their complaint, the Graves state that Respondents have failed to refund any portion of the \$101,075.00 deposit paid by the complainant.

80. According to the complaint and a contract appended thereto, Ann-Marie Goddard signed a document entitled "Design Build Contract Agreement Between Owner and Contractor" on behalf of "CONTRACTOR, Exodus Construction" with "Contractor" being expressly defined in the contract as "Exodus Construction & Exodus Design Group, 351 Liberty Lane, Suite 15 & 16, West Kingston, R.I. 02892."

81. An investigation conducted by an inspector for the Board between October 18, 2023, and December 20, 2023 confirmed the following:

- a. Respondents did agree to perform contractor services for complainant to design and build a new residential home at complainant's property in North Kingstown, Rhode Island;
- b. Respondents accepted a monetary payment from Complainant Graves totaling \$101,075.00 as a deposit towards services to be performed by Respondents;
- c. Respondents failed to start, conduct and/or finish any part of the construction work as agreed to in the contract; and
- d. Respondents have failed to refund any of the monetary deposit paid by complainant.

b. Stukus Complaint 2023-484

82. On or about December 12, 2023, the Board received Complaint No. 2023-484 from property owners Dave and Maggie Stukus, stating that on or about May 29, 2023, they entered into a contract with Respondents entitled “Design Build Contract Agreement Between Owner and Contractor” and Respondents thereby agreed to perform and arranged to perform contractor services to design and build a new residential home at complainant’s property in West Greenwich, Rhode Island, for the total cost of \$840,187 (inclusive of design costs).
83. A copy of the Respondents’ contract provided with the Stukus Complainant reflects that Respondent Ann-Marie Goddard signed the contract entitled, “Design Build Contract Agreement Between Owner and Contractor” on behalf of “CONTRACTOR, Exodus Construction” with “Contractor” being expressly defined in the contract as “Exodus Construction & Exodus Design Group.”
84. According to the Stukus Complaint, on May 29 2023, complainants paid Respondent ECL a monetary deposit of \$10,000 via personal check (check no. 338) towards the build of a new residential home.
85. According to the Stukus Complaint, to date Respondents have failed to perform any of the work that was agreed to in the contract to design and construct a new residential home at complainant’s property in West Greenwich, and Respondent has withheld the complainant’s deposit.
86. An investigation conducted by an inspector for the Board between December 12, 2023 and December 20, 2023 confirmed the following:

- a. Respondents did agree to perform contractor services for complainant to design and build a new residential home at complainant's property in West Greenwich, Rhode Island;
- b. Respondents accepted a monetary payment from Complainant Stukus in the amount of \$10,000 as a deposit towards services to be performed by Respondents; and
- c. Respondents failed to start, conduct and/or finish any part of the work as agreed to in the contract; and
- d. Respondents have failed to refund any of the monetary deposit paid by complainant.

NOTICE OF VIOLATIONS

Based upon the foregoing, it is the position of the Department that Respondents have committed the following violations of the CRLB Act, R.I. Gen. Laws § 5-65-1 *et seq.*:

1. In at least five (5) instances, Respondents Christopher Goddard and ECL has engaged in repeated violations of §§ 5-65-10(a)(6), (a)(9) and (a)(11), by failing to properly pay subcontractors and materialmen for work performed and/or materials provided for residential construction projects Respondents had contracted to perform, resulting in five (5) separate mechanic's liens actions being filed against Respondents and the consumer homeowners in less than a six (6) month period; adverse default judgments have already been entered against Respondents Christopher Goddard and ECL in two (2) of those actions;
2. Respondents have taken deposits and additional monetary payments from two (2) consumers (M&K Robenhymer and N&G Robenhymer) in exchange for work

Respondents agreed to perform in accordance with two separate construction contracts, and thereafter breached said contracts, been sued in a court of competent jurisdiction for recovery on said breaches, failed to answer or assert defenses, and been found civilly liable by default orders issued in both civil actions, all in violation of R.I. Gen. Laws §§ 5-65-10(a)(9), (a)(11) and (a)(14);

3. Respondents have taken deposits from two consumers (C-2023-379 and C-2023-484) in exchange for work Respondents agreed to perform in accordance with two separate construction contracts, and thereafter failed to start, conduct and/or complete any work for those two construction projects, in violation of R.I. Gen. Laws §§ 5-65-10(a)(9), (a)(11) and (a)(14);
4. Each of Respondents has repeatedly engaged in conduct that is dishonest and/or fraudulent, and in a way that is injurious to the public welfare, by obtaining and retaining monetary payments from consumers in exchange for agreements to perform contractor work and services, then failing to use said monies as required under contracts and for the intended purpose of buying materials, paying subcontractors and performing work to complete the projects contracted for, and converting said monies to personal use and thereafter refusing to return said monies and admitting to consumers that Respondents do not have any money to refund the consumer payments, all in violation of R.I. Gen. Laws §§ 5-65-10(a)(3) and (a)(9);
5. Respondent Christopher Goddard has knowingly assisted and allowed an unregistered person, Respondent Ann-Marie Goddard, to use his Registration to act in violation of Chapter 65 of Title 5 and in a fraudulent manner in violation of R.I. Gen. Laws § 5-65-10(a)(5) and R.I. Gen. Laws § 5-65-10(h);

6. Respondent Ann-Marie Goddard, an unregistered person, has used another person's Registration (i.e. Respondent Christopher Goddard's Registration) in a fraudulent manner in violation of R.I. Gen. Laws § 5-65-10(h);
7. Respondents have, over the course of six (6) months, engaged in numerous instances of conduct that violates the CRLB Act and is injurious to consumers, subcontractors and materialmen, which has caused serious detriment to the health, safety and welfare of the general public in violation of R.I. Gen. Laws § 5-65-10(k), and there is good cause to believe that without immediate agency action, Respondents will continue to engage on this path of egregious, dishonest and predatory behavior further harming Rhode Islanders.

CONCLUSION AND BASIS FOR EMERGENCY ACTION

At this time, the Director has good cause to reasonably conclude that in its transactions with the above-referenced consumer property owners and subcontractors providing labor and/or materials for construction projects, Respondents committed numerous and multiple violations of the CRLB Act and the Regulations, including violations of R.I. Gen. Laws §§ 5-65-10(a), subsections (1), (3), (4), (5), (6), (9), (11), and (14), and R.I. Gen. Laws §§ 5-65-10(h) and (k). The totality of the information and circumstances described herein demonstrates that each of Respondents, individually and in concert with one another, have and are "acting in the detriment of the health, welfare, and safety of the general public," making it imperative that a summary suspension be imposed to prevent further harm to the public welfare. For these reasons, the Director finds that there is a serious threat to Rhode Island consumers and other parties with whom Respondents engage which requires that Respondent Christopher Goddard's Registration be immediately suspended pursuant to R.I. Gen. Laws § 5-65-10(f) and § 42-35-14(c).

ORDER

Accordingly, it is hereby **ORDERED**:

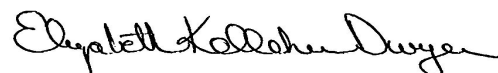
1. That, pursuant to R.I Gen. Laws § 5-65-10(f), Respondent Christopher Goddard's Contractor Registration No. GC-3064 is immediately suspended for a period of thirty (30) days.
2. In accordance with §§ 5-65-3 and 5-65-10, during the period of such suspension Respondent Christopher Goddard cannot undertake, offer to undertake, submit a bid, perform or arrange to perform work as a contractor. All Respondents, including Respondents Christopher Goddard and Ann-Marie Goddard, are prohibited from using the Registration and/or from offering to undertake, undertaking and performing any work requiring registration under the CRLB Act.
3. Each of the Respondents shall immediately notify all parties for whom such Respondent has outstanding proposals, contracts or other contractor related obligations that Registration No. GC-3064 has been suspended and that all Respondents are prohibited from offering to undertake, undertaking and performing any work pursuant to this Order.
4. **All Respondents, including Christopher Goddard and Ann-Marie Goddard, shall appear before a Hearing Officer of the Department for an administrative hearing on January 18, 2024 at 11:00 AM** (which is within thirty (30) days of this Order) to show cause why Respondent Christopher Goddard's contractor registration should not be revoked, and Respondents fined, deposits ordered returned, and Respondents ordered to cease and desist from further violations of the CRLB Act,

R.I. Gen. Laws § 5-65-1 *et seq.* and the CRLB Regulations, and/or other appropriate administrative action taken.

The **Hearing shall be held on January 18, 2024 at 11:00 AM** at the Department of Business Regulation, at 1511 Pontiac Avenue, Building 68, Cranston, Rhode Island 02920, in conference room 68-1.

Pursuant to R.I. Gen. Laws §§ 5-65-20 and 42-6-8, the undersigned hereby appoints Catherine Warren, Esq., as Hearing Officer for the purpose of conducting the hearing and rendering a decision in this matter. The proceedings shall be conducted in accordance with the APA and the Rules of Procedure. It shall be the sole responsibility of each Respondent, or such Respondent's representative, to present such Respondent's defense to the Hearing Officer. Pursuant to 440-RICR-10-00-1, Respondents may be represented by legal counsel admitted in the State of Rhode Island. If any Respondent fails to appear at the Hearing and has not otherwise notified the Hearing Officer of such Respondent's inability to attend, the Hearing Officer may enter a default judgment against such Respondent pursuant to 440-RICR-10-00-1.17.

Entered: December 20, 2023



Elizabeth K. Dwyer, Director

All interested parties with questions regarding this Notice should contact Joshua W. Nault, Esq. via email at joshua.nault@dbr.ri.gov or by telephone at (401) 259-2670. Please reference the case name and number.

All are welcome at the Rhode Island Department of Business Regulation (“DBR”). If any reasonable accommodation is needed to ensure equal access, service or participation, please contact DBR at (401) 462-9500, RI Relay at 7-1-1, or email DBR.dirofficeinq@dbr.ri.gov at least three (3) business days prior to the hearing. To request sign language and/or CART services for the deaf and hard of hearing, please contact the Department via email at DBR.dirofficeinq@dbr.ri.gov or via telephone at (401) 462-9500. We strongly encourage you to do this at least five (5) business days before the date of the scheduled hearing to allow adequate time to process your request.

CERTIFICATION OF SERVICE

I hereby certify that on this 20th day of December 2023, a true copy of the within Emergency Order, Order to Show Cause, Notice of Violations, Notice of Hearing, and Appointment of Hearing Officer was sent by first class mail and certified mail, return receipt requested, and email to:

Exodus Construction, LLC 351 Liberty Lane Suite 16 West Kingston, Rhode Island 02892	Exodus Design Group LLC 351 Liberty Lane Suite 16 West Kingston, Rhode Island 02892
Exodus Construction, LLC c/o Registered Agent Christopher Goddard 351 Liberty Lane, Suite 16 West Kingston, Rhode Island 02892	Exodus Design Group LLC 4 Timber Ridge Road Charlestown, Rhode Island 02813
Christopher Goddard 91 Point Judith Rd., Suite 375 Narragansett, Rhode Island 02882	Exodus Design Group LLC c/o Registered Agent Exodus Construction, LLC 91 Point Judith Rd., Suite 375 Narragansett, Rhode Island 02882
Christopher Goddard 4 Timber Ridge Road Charlestown, Rhode Island 02813	Ann-Marie Goddard 4 Timber Ridge Road Charlestown, Rhode Island 02813

And by email to:

1. Christopher Goddard, Respondent: (customerservice@exodusri.com and chrisg@exodusri.com; goddardc34@gmail.com);
2. Respondents ECL and EDGL: (customerservice@exodusri.com, chrisg@exodusri.com and jennp@exodusri.com);
3. Ann-Marie Goddard, Respondent: (customerservice@exodusri.com and annmarie@exodus.ri.com);
4. Catherine Warren, Esq., Hearing Officer (Catherine.warren@doa.ri.gov);
5. Joshua W. Nault, Esq., DBR Senior Legal Counsel (joshua.nault@dbr.ri.gov);
6. Pamela J. Toro, Esq., DBR Legal Administrator (pamela.toro@dbr.ri.gov);
7. Donna Costantino, DBR Associate Director (donna.costantino@dbr.ri.gov);
8. Matthew Lambert, Principal Investigator, Contractors' Registration and Licensing Board, DBR (matthew.lambert@dbr.ri.gov); and
9. Anthony Whitfield, Investigator, Contractors' Registration and Licensing Board (Anthony.whitfield@dbr.ri.gov).



Print Name: **Meredith Cotta**