

**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
CONTRACTORS' REGISTRATION AND LICENSING BOARD
560 JEFFERSON BOULEVARD, SUITE 200
WARWICK, R.I. 02886**

_____ :
In the Matter of: :

**Christopher Goddard, Anne-Marie Goddard,
Exodus Construction LLC, and Exodus Design
Group LLC, and including any of the foregoing
d/b/a Exodus Design & Construction,** :

Respondents. :
_____ :

Registration No. GC 3064

**Complaints:
2023-379; 2023-484**

DECISION

I. INTRODUCTION

This matter arose from an Emergency Order Summarily Suspending Registration; Order to Show Cause why Registration Should not be Revoked or Otherwise Sanctioned and Respondents Fined and Ordered to Cease and Desist; Notice of Violations; Notice of Hearing and Appointment of Hearing Officer (“Emergency Order and Show Cause”) that was issued on December 20, 2023 by the Department of Business Regulation (“Department”) to the above captioned respondents (“Respondents”). After a hearing on January 18, 2024, an order was entered on January 19, 2024 extending the summary suspension of Respondent Christopher Goddard’s contractor registration held pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* and the cease and desist orders against all Respondents to February 20, 2024 and scheduling the full hearing for February 19, 2024. Pursuant to § 1.15.1 of 440-RICR-10-00-1, *General Rules and Regulations for Applications, Registration, Licensing, Claims, Violations, and Administrative Hearings* (“Regulation”), service may be made by hand-delivery or first-class mail and is complete upon mailing

when sent to the last known address of the party. Pursuant to R.I. Gen. Laws § 5-65-6, notice is made by certified mail to the last known address on record. On February 19, 2024, a full hearing was held at which time none of the Respondents appeared despite being adequately noticed.¹ Additionally, § 1.17 of the Regulation provides a default judgment may be entered based on pleadings and/or evidence submitted at hearing by a non-defaulting party. The Department was represented by counsel who rested on the record.²

II. JURISDICTION

The administrative hearing was held pursuant to R.I. Gen. Laws § 42-14-1 *et seq.*, R.I. Gen. Laws § 5-65-1 *et seq.*, R.I. Gen. Laws § 42-35-1 *et seq.*, the Regulation.

III. ISSUE

Whether the Respondents violated R.I. Gen. Laws § 5-65-10.

IV. MATERIAL FACTS

Based on the pleadings and undisputed evidence, the following is a recitation of the material facts in this matter.

Christopher Goddard (“Christopher”)³ holds a registration as a contractor pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*; though, it is currently suspended. While his registration

¹ All Respondents, including Respondents Christopher Goddard and Ann-Marie Goddard, were sent copies of the January 19, 2024 order which provided notice of the February 19, 2024 hearing. Said order was sent by first class mail, certified mail return receipt requested to their last known addresses and by email. Department’s Exhibits Two (2) (January 19, 2024 order); and Three (3) (certified mail receipts for addresses on record for the Respondents to which the order was forwarded and print outs of the tracking of the various certified mail deliveries from the United States Post Office website).

² An Interim Order was issued on February 20, 2024 extending the summary suspension of Christopher Goddard’s registration and the cease and desist orders against all Respondents pending the issuance of the final decision. This is the final decision.

On February 28, 2024, in response to the email forwarding the February 20, 2024 Interim Order, Christopher Goddard emailed the Department’s attorney and the undersigned asking about the status of this matter. The undersigned explained that a hearing had been held in the Respondents’ absence and that they could file a motion to reopen the hearing, and/or contact the Department about the matter. To date, no motion to reopen the hearing has been forthcoming.

³ Christopher Goddard shall be referred to by his first name to differentiate him from Ann-Marie Goddard who shall also be referred to by her first name. No disrespect is intended.

lists him as “of Exodus Construction LLC,” the certificate of insurance filed with his registration application covers Exodus Construction LLC and Exodus Design Group LLC. Thus, Christopher acted as a contractor through both companies. Christopher’s application in 2022 was filed and signed by Ann-Marie Goddard (“Ann-Marie”) on June 10, 2022, and his current registration was issued on June 2, 2023 and expires on June 2, 2024. Ann-Marie held a contractor registration in 2005 as Ann-Marie Appleton but is currently not registered. Department’s Exhibits One (1) (Emergency Order and Show Cause); Two (2) (January 19, 2024 order); Four (4) (June 10, 2022 application for Christopher filed by Ann-Marie); Five (5) (copy of Christopher’s current registration expiring June 2, 2024); Six (6) (certificate of liability for 2022 to 2023 for Exodus Construction LLC and Exodus Design Group LLC); Seven (7) (Secretary of State's record for Exodus Design Group LLC indicating its business is home remodeling); Eight (8) (Secretary of State’s record for Exodus Construction LLC indicating its business is home construction and remodeling); 19 (Ann-Marie’s application as contractor in 2005); and 21 (mortgage discharge showing Ann-Marie was f/k/a Ann-Marie Appleton). See February 20, 2024 Interim Order.

Exodus Construction LLC – in other words Christopher - entered into a contract on October 5, 2022 with North Kingstown homeowners to construct a new home. Ann-Marie signed the contract on behalf of Exodus Construction. Christopher received a deposit of \$101,075 to construct said new home. No work was ever performed on the construction of the new house, and the homeowners filed a complaint with the Contractors Registration and Licensing Board (“Board”) on September 18, 2023. Department’s Exhibit Nine (9) (Board inspection report, copy of contract between the homeowners and Respondents).

Exodus Construction – in other words Christopher - entered into a contract on May 29, 2023 with West Greenwich homeowners to construct a new home. The contract was

signed by Ann-Marie on behalf of Exodus Construction. Christopher received a \$10,000 deposit to perform this work. No work was ever performed on the construction of the new house, and the homeowners filed a complaint with the Board on December 12, 2023. Department's Exhibit Ten (10) (Board inspection report, copy of contract between homeowners and said Respondents, copy of deposit check).

On July 11, 2023, BFS Group LLC ("BFS"), a vendor for Exodus Construction LLC, filed suit against Exodus Construction LLC, Christopher, and homeowners located in Narragansett. BFS filed suit to enforce its mechanic's lien under R.I. Gen. Laws § 34-28-1 *et seq.* due to nonpayment by Exodus Construction LLC and Christopher on materials provided for work that Exodus Construction and Christopher were to perform for said homeowners. The lawsuit also alleged breach of contract and breach of warranty. A default judgment was entered on November 30, 2023 against Christopher and Exodus Construction LLC. Thus, a final judgment was entered against Christopher and Exodus Construction LLC to enforce a mechanic's lien and finding a breach of warranty and breach of contract. Department's Exhibit 11 (print out of Court records for said lawsuit).

On July 18, 2023, BFS filed suit against Exodus Construction LLC and Christopher and homeowners in Charlestown. BFS filed suit to enforce its mechanic's lien under R.I. Gen. Laws § 34-28-1 *et seq.* due to nonpayment by Exodus Construction LLC and Christopher on materials provided for work that Exodus Construction and Christopher were to perform for said homeowners. The lawsuit also alleged breach of contract and of warranty. A default judgment was entered on November 30, 2023 against Christopher and Exodus Construction LLC. Thus, a final judgment was entered against Christopher and Exodus Construction LLC to enforce the mechanic's lien and finding a breach of warranty and breach of contract. Department's Exhibit 12 (print out of Court records).

On August 22, 2023, Kara and Matthew Robenhymer filed suit against Exodus Construction LLC, Exodus Design Group LLC, Christopher, and Ann-Marie alleging breach of contract by Exodus Construction – Christopher – and Exodus Design Group LLC in relation to building a single family resident (“Case One”). (The lawsuit also contained allegations of negligence and conversion). A default judgment against all parties was entered on November 1, 2023. Thus, a final judgment finding the Respondents breached a contract was entered. Department’s Exhibit 13 (print out of Court records).

On August 22, 2023, Gianna and Nicholas Robenhymer filed suit against Exodus Construction, LLC, Exodus Design Group LLC, Christopher, and Ann-Marie alleging breach of contract by Exodus Construction – Christopher – and Exodus Design Group LLC in relation to building a single family resident (“Case Two”). (The lawsuit also contained allegations of negligence and conversion). A default judgment against all parties was entered on November 1, 2023. Thus, a final judgment finding the Respondents breached a contract was entered. Department’s Exhibit 14 (print out of Court records for said lawsuit).

Christopher has prior discipline as a contractor in the form of administrative penalties in 2018 for violations including assisting an unregistered contractor and making misleading statements on an application. Department’s Exhibit 18 (Christopher’s registration history).

Matthew Lambert, Principal State Building Code Official, testified on behalf of the Department. He testified that Ann-Marie filed the registration application on behalf of Christopher, and the insurance coverage showed the two (2) Exodus company names. He testified that for the two (2) complaints filed with the Board, Christopher took deposits for construction of new residences and did not perform any work on either project. He testified the Board considers the Superior Court default judgments against the Respondents to be

violations of R.I. Gen Laws § 5-65-10(6); (11); and (14) since the Court found against the Respondents on claims for breach of contract, breach of warranty, and mechanic's liens. He testified there was a previous Board decision against Christopher. Department's Exhibits Four (4); Five (5); Six (6); Nine (9); Ten (10); 11, 12, 13, 14, and 18.

V. DISCUSSION

A. **Legislative Intent**

The Rhode Island Supreme Court has consistently held that it effectuates legislative intent by examining a statute in its entirety and giving words their plain and ordinary meaning. *In re Falstaff Brewing Corp.*, 637 A.2d 1047 (R.I. 1994). If a statute is clear and unambiguous, "the Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings." *Oliveira v. Lombardi*, 794 A.2d 453, 457 (R.I. 2002) (citation omitted). The Supreme Court has also established that it will not interpret legislative enactments in a manner that renders them nugatory or that would produce an unreasonable result. See *Defenders of Animals v. DEM*, 553 A.2d 541 (R.I. 1989) (citation omitted). In cases where a statute may contain ambiguous language, the Rhode Island Supreme Court has consistently held that the legislative intent must be considered. *Providence Journal Co. v. Rodgers*, 711 A.2d 1131, 1134 (R.I. 1998). The statutory provisions must be examined in their entirety and the meaning most consistent with the policies and purposes of the legislature must be effectuated. *Id.*

B. **Standard of Review for an Administrative Hearing**

It is well settled that in formal or informal adjudications modeled on the Federal Administrative Procedures Act, the initial burdens of production and persuasion rest with the moving party. 2 Richard J. Pierce, *Administrative Law Treatise* § 10.7 (2002). Unless otherwise specified, a preponderance of the evidence is generally required in order to

prevail. *Id.* See *Lyons v. Rhode Island Pub. Employees Council 94*, 559 A.2d 130, 134 (R.I. 1989) (preponderance standard is the “normal” standard in civil cases). This means that for each element to be proven, the fact-finder must believe that the facts asserted by the proponent are more probably true than false. *Id.* When there is no direct evidence on a particular issue, a fair preponderance of the evidence may be supported by circumstantial evidence. *Narragansett Electric Co. v. Carbone*, 898 A.2d 87 (R.I. 2006).

C. Relevant Statutes and Regulation

R.I. Gen. Laws § 5-65-10 provides in part as follows:

Grounds for discipline — Injunctions. (a) The board or office may revoke, suspend, or refuse to issue, reinstate, or reissue a registration if the board or office determines, after notice and opportunity for a hearing:

(1) That the registrant or applicant has violated § 5-65-3 or any other provision of this chapter or the regulations promulgated thereunder.

(3) That the registrant, licensee, or applicant has engaged in conduct as a contractor that is dishonest or fraudulent that the board or office finds injurious to the welfare of the public.

(5) That the registrant has knowingly assisted an unregistered person to act in violation of this chapter or the regulations promulgated thereunder.

(6) 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.

(9) That a registrant has engaged in repeated acts in violation of this chapter and the board’s rules and regulations inclusive of substandard workmanship and any misuse of registration.

(10) The board or office may take disciplinary action against a contractor who performed work, or arranged to perform work, while the registration was suspended, invalidated, or revoked. Deposits received by a contractor and ordered returned are not considered a monetary award when no services or supplies have been received.

(11) That the registrant breached a contract.

(14) 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.

(b) Subject to providing notice and an opportunity for a hearing, in addition to all other remedies, when the board or office has reason to believe that a person has engaged in, or is engaging in, any act, practice, or transaction that violates the provisions of this chapter or the regulations promulgated thereunder, the board or office may order such person to cease and desist from the violation or request the attorney general to apply to the court for an injunction restraining the person from violating the provisions of this chapter. An injunction shall not be issued for failure to maintain the list provided for in § 5-65-3(h) unless the court determines that the failure is intentional.

(c) Subject to providing notice and an opportunity for a hearing:

(1) For each first violation of a particular section of this chapter or any rule or regulation promulgated by the board, a fine not to exceed five thousand dollars (\$5,000) may be imposed. *** Fines for violations may be imposed against registered contractors, as well as those persons required to be registered, by the board.

(2) For each subsequent violation of a particular subsection of this chapter or of a rule or regulation promulgated by the board, a fine not to exceed ten thousand dollars (\$10,000) may be imposed. ***

(h) Any 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).

(k) When 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.

D. Whether the Respondents Violated R.I. Gen. Laws § 5-65-10

Based on the pleadings and undisputed evidence, it is found as follows:

1. North Kingstown Complaint (23-379)

Christopher and Exodus Construction LLC entered into a contract in 2022 with the homeowners to build a single family residence. Christopher took a \$101,075.00 deposit to perform said contract but performed no work. He did not return the deposit to the homeowners. Department's Exhibit Nine (9).

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (10) (failed to return deposit); (11) (breached contract); and 14 (failed to complete project and to comply with contract).

2. West Greenwich Complaint (23-484)

Christopher and Exodus Construction LLC entered into a contract in 2023 with the homeowners to build a single family residence. Christopher took a \$10,000.00 deposit to perform said contract but performed no work. He did not return the deposit to the homeowners. Department's Exhibit Ten (10).

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (10) (failed to return deposit); (11) (breached contract); and 14 (failed to complete project and to comply with contract).

3. July 11, 2023 Lawsuit

In this Superior Court action, a final judgment was entered against Christopher and Exodus Construction LLC to enforce a mechanic's lien and finding a breach of warranty and breach of contract. These two (2) Respondents entered into a contract with the vendor to provide materials for contracting work to be performed by said Respondents for homeowners. These Respondents breached that contract and their warranty. The vendor filed suit to enforce its mechanic's lien under R.I. Gen. Laws § 34-28-1 *et seq.* due to nonpayment by these two (2) Respondents. Department's Exhibit 11.

The testimony was the Board considers these to be violations of the contractor statute as said Respondents breached a contract and warranty to their vendor and the vendor was enforcing a mechanic's lien. Said Respondents had a chance to defend themselves in Court and failed to do so. As a result, a final Court judgment was entered against these Respondents. The respondents in Court are the same as said Respondents as in this matter,

and the final judgment relates to actions the Respondents took as contractors. Thus, the Court's findings against these two (2) Respondents fall under the contractor statute.

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (6) (lien filed on a structure under R.I. Gen Laws § 34-28 because he wrongfully failed to perform a contractual duty to pay money to the person claiming the lien); (11) (breached contract); and 14 (failed to complete warranty).

4. July 18, 2023 Lawsuit

In this Superior Court action, a final judgment was entered against Christopher and Exodus Construction LLC to enforce a mechanic's lien and finding a breach of warranty and breach of contract. These two (2) Respondents entered into a contract with the vendor to provide materials for contracting work to be performed by Respondents for homeowners. Said Respondents breached that contract and their warranty. The vendor filed suit to enforce its mechanic's lien under R.I. Gen. Laws § 34-28-1 *et seq.* due to nonpayment by these two (2) Respondents. Department's Exhibit 12.

The Board considers these to be violations of the contractor statute as said Respondents breached a contract and warranty to their vendor and the vendor was enforcing a mechanic's lien. These Respondents had a chance to defend themselves in Court and failed to do so. As a result, a final Court judgment was entered against said Respondents. The respondents in Court are the same two (2) Respondents as in this matter, and the final judgment relates to actions said Respondents took as contractors. Thus, the Court's findings against these two (2) Respondents fall under the contractor statute.

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest); (6) (lien filed on a structure under R.I. Gen Laws § 34-28 because he wrongfully failed to perform a contractual duty to pay money to the person claiming the

lien); (11) (breached contract); and 14 (failed to complete warranty).

5. August 22, 2023 Lawsuit (Case One)

In this Superior Court action, a final judgment was entered against Christopher, Anne-Goddard, Exodus Construction LLC, and Exodus Design Group LLC for breach a contract in that the Respondents failed to complete their contract to build a single family home. Department's Exhibit 13.

The Board considers this a violation of the contractor statute as the Respondents breached a contract to build a home. Said Respondents had a chance to defend themselves in Court and failed to do so. As a result, a final Court judgment was entered against said Respondents. The respondents in Court are the same Respondents as in this matter, and the final judgment relates to actions said Respondents took as contractors. Thus, the Court's finding against these Respondents fall under the contractor statute.

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest) and (11) (breached contract).

6. August 22, 2023 Lawsuit (Case Two)

In this Superior Court action, a final judgment was entered against Christopher, Anne-Marie, Exodus Construction LLC, and Exodus Design Group LLC for breach a contract in that the Respondents failed to complete their contract to build a single family home. Department's Exhibit 14.

The Board considers this to be a violation of the contractor statute as the Respondents breached a contract to build a home. Said Respondents had a chance to defend themselves in Court and failed to do so. As a result, a final Court judgment was entered against said Respondents. The respondents in Court are the same Respondents as in this matter, and the final judgment relates to actions these Respondents took as contractors.

Thus, the Court's finding against said Respondents fall under the contractor statute.

Based on the foregoing, Christopher violated R.I. Gen. Laws § 5-65-10(a)(3) (dishonest) and (11) (breached contract).

7. Misuse of Registration

Ann-Marie signed and initialed the first and second amended contracts in 2022 on behalf of the contractor, Christopher, for both Case One and Case Two. She also signed the contracts on behalf of the contractor, Christopher, in the North Kingstown and West Greenwich complaints. Department's Exhibits Nine (9); Ten (10); 13; and 14.

Based on the foregoing, Christopher and Ann-Marie violated R.I. Gen. Laws § 5-65-10(h) since Christopher allowed Ann-Marie who is not registered to use his registration and she used his registration. Christopher also violated R.I. Gen. Laws § 5-65-10(a)(5) by allowing Ann-Marie to use his registration.

8. Conclusion

Based on the foregoing, Christopher Goddard's violations are as follows:

- 1) R.I. Gen. Laws § 5-65-10(a)(3) (dishonest) - six (6) times;
- 2) R.I. Gen. Laws § 5-65-10(a)(6) (lien) – twice;
- 3) R.I. Gen. Laws § 5-65-10(a)(10) (failure to return deposit) - twice;
- 4) R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract) - six (6) times; and
- 5) R.I. Gen. Laws § 5-65-10(a)(15) (failure to complete project; failure to complete warranty) - four (4) times.

In addition, Christopher violated R.I. Gen. Laws § 5-65-10(a)(9) by engaging in repeated acts in violation of this chapter. These violations came to attention of the Board

within a period of six (6) months with the Respondents entering into the contracts in 2022 and 2023.⁴

In addition, Christopher violated R.I. Gen. Laws § 5-65-10(a)(5) in relation to allowing Ann-Marie to use his registration and they both violated R.I. Gen. Laws § 5-65-10(h) through that misuse.

E. Sanctions

The Department requested the imposition of the maximum penalties and the revocation of Christopher's registration and the issuance of cease and desist orders against the Respondents and a permanent ban on Ann-Marie and Christopher from holding contractor registrations and a return of the homeowners' deposits.

R.I. Gen. Laws § 5-65-10(c) provides for penalties up to \$5,000 for first offences and for penalties up to \$10,000 for subsequent violations. The above violations were not Christopher's first offenses as he was previously penalized in 2018. *Supra*. He also committed the above violations against numerous consumers showing a pattern of dishonesty and incompetency. R.I. Gen. Laws § 5-65-10(k) allow penalties to be doubled for conduct detrimental to the public.

Thus, Christopher shall pay the maximum administrative penalty of \$10,000 for second offenses for his breach of contract and for engaging in repeated acts of violation. He shall pay \$5,000 penalties for his failure to complete project and dishonest violations. He shall pay a \$2,000 penalty for each mechanic's lien violation and misuse of registration violations. He shall return the deposits to the homeowners for whom he performed no work. Further, the many violations show that he failed to satisfy mechanic's liens and

⁴ The initial contracts in Case One and Case Two were signed in 2021 but the first and second amended contracts at issue are from 2022.

abandoned jobs without cause and engaged in conduct detrimental to public in that in the space of less than two (2) years, he failed complete at least five (5) projects, retained two (2) deposits when he performed no work, and breached many contractor contracts. Thus, his actions justify the doubling of the administrative penalties.

As detailed above, Anne-Marie Goddard violated R.I. Gen. Laws § 5-65-10(h) so she shall pay a \$2,000 penalty as provided for by that statute.

Pursuant to R.I. Gen. Laws § 5-65-10(c), the following administrative penalties are imposed against Christopher Goddard for the following violations:

- 1) \$30,000 for six (6) violations of R.I. Gen. Laws § 5-65-10(a)(3) (dishonest) at \$5,000 each
- 2) \$4,000 for two (2) violations R.I. Gen. Laws § 5-65-10(a)(6) (lien) at \$2,000 each
- 3) \$60,000 for six (6) violations of R.I. Gen. Laws § 5-65-10(a)(11) (breach of contract) at \$10,000 each;
- 4) \$20,000 for four (4) violations of R.I. Gen. Laws § 5-65-10(a)(15) (failure to complete project; failure to complete warranty) at \$5,000 each; and
- 5) \$10,000 for violating R.I. Gen. Laws § 5-65-10(a)(9) (engaging in repeated acts in violation of this chapter).
- 6) \$4,000 for violating R.I. Gen. Laws § 5-65-10(a)(5) and R.I. Gen. Laws § 5-65-10(h) through that misuse at \$2,000 each (misuse of registration; the latter statute allows penalties up to \$10,000 for that violation).

Pursuant to R.I. Gen. Laws § 5-65-10(k), these penalties are doubled for conduct detrimental to the public. Therefore, Christopher Goddard shall pay an administrative penalty of \$256,000 (\$128,000 multiplied by two (2)).

Pursuant to R.I. Gen. Laws § 5-65-10(a)(10), Christopher Goddard shall return the deposit of \$101,075.00 to the North Kingstown homeowners.

Pursuant to R.I. Gen. Laws § 5-65-10(a)(10), Christopher Goddard shall return the deposit of \$10,000.00 to the West Greenwich homeowners.

Pursuant to R.I. Gen. § 5-65-10(a), Christopher Goddard's registration is revoked. His registration cannot be reinstated or reissued due to his numerous and egregious violations of R.I. Gen. Laws § 5-65-10(a).

Additionally, pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*, Christopher Goddard and Ann-Marie Goddard and all Respondents shall be permanently enjoined from obtaining and/or holding a contractor registration and/or engaging in any work that requires registration as a contractor pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* both individually and through any business activity.

VI. FINDINGS OF FACT

1. The Emergency Order and Show Case was issued on December 20, 2023 to the Respondents.

2. After a hearing on January 18, 2024, an order was entered on January 19, 2024 extending the summary suspension of Christopher's contractor registration held pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* and the cease and desist orders against all Respondents to February 20, 2024.

3. An Interim Order was issued on February 20, 2024 extending the summary suspension of Christopher's contractor registration held pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* and the cease and desist orders against all Respondents pending the issuance of a final decision.

4. A hearing was scheduled for February 19, 2024, at which time none of the

Respondents appeared. As the Respondents all had adequate notice of hearing, the undersigned held the hearing that day.

4. The facts contained in Section IV and V are reincorporated by reference herein.

VII. CONCLUSIONS OF LAW

Based on the foregoing, pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$256,000 is imposed against Christopher Goddard for the violations as detailed above.

Based on the foregoing, pursuant to R.I. Gen. Laws § 5-65-10(c), an administrative penalty of \$2,000 is imposed against Ann-Marie Goddard for the violation as detailed above.

Pursuant to R.I. Gen. Laws § 5-65-10(a)(10), Christopher Goddard shall return the deposit of \$101,075.00 to the North Kingstown homeowners and confirm the same with the Board within 20 days of the date of this decision.

Pursuant to R.I. Gen. Laws § 5-65-10(a)(10), Christopher Goddard shall return the deposit of \$10,000.00 to the West Greenwich homeowners and confirm the same with the Board within 20 days of the date of this decision.

Pursuant to R.I. Gen. § 5-65-10(a), Christopher Goddard's registration is revoked effective immediately. His registration cannot be reinstated or reissued due to his numerous and egregious violations of R.I. Gen. Laws § 5-65-10(a). He is **permanently barred** from applying for and/or being registered as a contractor.

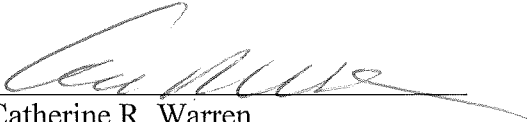
Pursuant to R.I. Gen. Laws § 5-65-1 *et seq.*, Christopher Goddard and Ann-Marie Goddard and all Respondents shall be **permanently** enjoined from engaging in any work that requires registration as a contractor pursuant to R.I. Gen. Laws § 5-65-1 *et seq.* both

individually and through any business activity. Furthermore, Ann-Marie Goddard is **permanently barred** from applying for and/or being registered as a contractor.

The administrative penalty is due 20 days from the execution of this decision.⁵

Issued by R.I. Contractors' Registration and Licensing Board.

Entered: March 26, 2024


Catherine R. Warren
Hearing Officer

NOTICE OF APPELLATE RIGHTS

Pursuant to R.I. Gen. Laws § 5-65-20 and § 1.13.2 of the Regulation, this decision may be appealed to the full Board by requesting an appeal in writing to the Board within twenty (20) days of the date of mailing or issuance of this decision.

Any appeal shall give the specific reasons why a party believes that the findings of the hearing officer are incorrect, based on testimony or evidence received at the hearing. No new testimony or evidence will be accepted. The Board does not rehear any issues but can only accept argument as to why a wrong decision may have been reached in this case. If an appeal is filed, the parties will be notified of the date, time, and location of the Board's meeting. Either party may appear before the Board to give oral argument. Failure of either party to appear before the Board may result in an adverse decision against the party. If no appeal is filed, payment of the administrative penalties is due within 20 days as stated above.

⁵ Payment should be made to Contractors' Registration and Licensing Board at 560 Jefferson Boulevard, Warwick, R.I. 02886.

CERTIFICATION

I hereby certify that on this 26th day of March, 2024, a true copy of the within Interim Order Extending Summary Suspension and Cease and Desist 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; chrisg@exodusri.com; goddardc34@gmail.com; goddardc39@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; annmarie@exodus.ri.com);
4. Joshua W. Nault, Esq., DBR Senior Legal Counsel (joshua.nault@dbr.ri.gov);
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6. Donna Costantino, DBR Associate Director(donna.costantino@dbr.ri.gov);
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