

**STATE OF RHODE ISLAND  
DEPARTMENT OF BUSINESS REGULATION  
CONTRACTORS' REGISTRATION AND LICENSING BOARD  
560 JEFFERSON BLVD., SUITE 100  
WARWICK, RI 02889**

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**IN THE MATTER OF:**

**PAUL ST. PIERRE, d/b/a  
ST. PIERRE COMPANY,**

*Respondent.*

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**COMPLAINT NO. C-24-77;  
24-125; 24-124; 24-216  
[NRB]**

**NOTICE OF HEARING**

The Department of Business Regulation (“Department”)<sup>1</sup> and Paul St. Pierre, d/b/a St. Pierre Company (“Respondent”)(collectively, the “Parties”) hereby consent and agree that:

**STATEMENT OF FACTS**

1. Respondent does not hold a Contractors’ Registration and Licensing Board (“CRLB”) registration (“Registration”); a search of the CRLB database containing information relative to all contractor registrations reveals no information for Respondent.
2. Respondent operates as a business named “St. Pierre Company,” 21 Fuller Ave., Warwick, RI 02886; St. Pierre Company is not an entity that is registered with the Rhode Island Secretary of State.

**COMPLAINT NO. C-24-77**

3. On or about March 14, 2024, a complaint was filed with the Board (“Complaint No. 1”) regarding a retaining wall project at [REDACTED] Warwick, RI 02888 (“Site No. 1”).
4. According to the Complaint, the Complainant hired David Aurelio (“Aurelio”) and his “partner” Paul St. Pierre (“Respondent”) on August 22, 2023, engaging them to replace an existing retaining wall to repair the outdoor back deck and stairs at Site No. 1; the same day, the Complainant also gave Aurelio a check representing the deposit on the project in the amount of fifteen hundred dollars (\$1,500.00).

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<sup>1</sup> Within the jurisdiction of the Department of Business Regulation (“Department”) there is the Division of Building, Design and Fire Professionals (“Division”) that includes the State Building Office (“Office” or “SBO”), which includes several professional boards including the Contractors’ Registration and Licensing Board (“Board”). See R.I. Gen. Laws §§ 42-14-1, 5-65-1, 5-84-2, and 5-84-3.1.

5. The Complainants, Aurelio and Mr. St. Pierre signed a hand-written document describing the work to be completed at Site No. 1, including but not limited to the following: "Retaining Wall Excavate + remove failing timber wall + replace w/ stone landscaping blocks...client shall provide all materials" (the "Contract"), the cost of labor (\$5,500) and materials (\$2,830), the deposit and progress payment timetable; the Contract is undated.
6. Two invoices dated September 12, 2023, and October 4, 2023, for materials including retaining wall blocks, copies of which were provided by the Complainants, reference the Customer Information as "Paul St. Pierre, St. Pierre Company, 21 Fuller Avenue, Warwick, RI 02886" and the Delivery Address as "[REDACTED] Warwick, RI 02888."
7. On or about September 18, 2023, Aurelio and Respondent began the retaining wall project at Site No. 1 ("Project No. 1"), which was completed on or about October 16, 2023.
8. Complaint No. 1 states that during Aurelio and Respondent's performance of Project No. 1, Aurelio and Respondent disregarded the Complainants' exhortations to be careful with the lawn, resulting in their need to repair and/or replace their lawn upon the completion of Project No. 1.
9. The Complainants paid a total of twelve thousand one hundred and fifty dollars and six cents (\$12,150.06) for the retaining wall project at Site No. 1. Seven thousand dollars (\$7,000.00) of the total amount was paid via five checks to Aurelio, including a one-thousand-dollar (\$1,000) payment resulting from a dispute between Aurelio and Complainants where Aurelio and Respondent walked off the job and threatened not to return until the Spring of 2024. The remaining five thousand one hundred and fifty dollars and six cents (\$5,150.06) was paid by Complainant for materials that Aurelio and Respondent instructed were necessary for the project's completion, including without limitation the blocks for the wall, caps for the blocks, treads for the stairs in the wall, and a Sunbelt rental.
10. On or about March 12 and 13, 2024, the Complainants arranged for at least two landscaping companies to visit Site No. 1 and submit bids for the repair and replacement of the Complainants' lawn. Each landscaping company was of the independent opinion that the retaining wall just completed by Aurelio and Respondent was about to fail because of negligent work in its construction, including but not limited to: inappropriate blocks being used for the construction of the wall itself, the wall not being of the necessary height, and the installation of little to no appropriate drainage resulting in erosion and runoff.
11. On or about May 23, 2024, the retaining wall collapsed.

#### **COMPLAINT NO. C-24-125**

12. On April 22, 2024, the Warwick Building Inspector (the "Inspector") visited Site No. 1 to review the work done by Respondent for the retaining wall. While there, the Inspector asked to see the other part of the project completed by Aurelio and Respondent; replacing the risers on the outdoor staircase and flooring on the Complainants' deck.

13. The Inspector found that there were cracks in the risers that Aurelio and Respondent glued, and found that the risers were not properly attached to the deck, being cut too short, and were therefore structurally unsound.
14. On April 23, 2024, the homeowner filed a second complaint with the SBO relating to the deck and stair project at Site No.1.
15. According to this second complaint, Complainants and the Respondent (and Mr. St. Pierre) signed a hand-written document describing the deck and stair work to be completed, including but not limited to the following: "Remove Decking and Replace with 5/4" x 4" Doug fir tongue + Groove[.] Replace 3 stair joist and steps .... client shall provide all materials" (the "Contract"), the cost of labor (\$2,800) and materials (\$2,462), the deposit and progress payment timetable; the Contract is undated.
16. According to a November 15, 2024 Board Investigation Memo, "No permit was applied for or issued for the work."
17. The Complainants paid Aurelio three thousand and eight hundred dollars (\$3,800.00) for the labor involved in the deck and stairs project at Site No. 1, and five hundred and seventy-two dollars and sixty-eight cents (\$572.68) for the stair and deck project's materials that Aurelio and Respondent indicated were necessary for the completion of the project, including wood, nails, screws, stair treads, and wood glue.
18. Neither Respondent nor any other individual was listed as a subcontractor on the November 15, 2024 list provided by Aurelio; Aurelio stated by e-mail that "I have no employees only ever had a helper and that's very rare. I have no employees have never paid anyone by check or hourly."
19. The Complaint states that Respondent participated in completing the various parts of the stair/deck and retaining wall projects at Site No. 1.
20. Aurelio admitted that he hired one person for the projects at Site No. 1.
21. Respondent is listed on the Contract for the projects at Site No. 1.

#### **COMPLAINT NO. C-24-124**

22. On April 22, 2024, the SBO received a complaint regarding the removal of a bathtub and installation of a shower ("Complaint No. 2") at [REDACTED] Warwick, RI ("Site No. 2").
23. A contract between Complainant No. 2 and Aurelio was handwritten and dated February 1, 2024 ("Contract No. 2") and stated that the "Job Labor Total: \$6500.00 Deposit: \$2000.00 Small bathroom progress payment: \$2000.00 Final payment: \$2500.00."

24. Complainant No. 2 paid Aurelio a total of seven thousand and fifty-seven dollars (\$7,057.00) via four checks dated between February 1, 2024 and March 25, 2024.
25. Complainant No. 2 stated that Aurelio and “his partner Paul” completed the bathroom project at Site No. 2.
26. The Complainant stated that: “[Aurelio and Respondent] provided us measurements of how much material we needed to order. There was a significant discrepancy, there was a lot of extra material we paid for, did not need, and most of which we could not return because the boxes were opened.”
27. Regarding the actual work on the bathroom, Complaint No. 2 stated: “We drew a picture and explained where we wanted the shelves installed and the space between shelves in the shower. [Aurelio and Respondent] did not follow our instructions and installed the shelves at all different levels. They installed a seat in the shower without asking the height we wanted and it is too high.”
28. Regarding the shower, Complaint No. 2 continues: “The shower does not drain correctly, the floor is not accurately sloped the grout is a mess and peeling off. There is a section of the wall outside of the shower that was not completed, the shower handle was not installed properly, it is loose and not installed correctly, it is crooked and you can see the netting sticking out.”
29. Regarding the sink, Complaint No. 2 states: “When [Aurelio and Respondent] put the si[n]k back in, the backsplash on the vanity was replaced crooked with excessive silicone. The job is not finished, the work that has been done has to be removed and done correctly and will cost us additional money to have it done right.”
30. On May 1, 2024, and May 8, 2024, the Aurelio sent two e-mail responses to Complaint No. 2 to the Board, in which the Respondent generally stated that the shower floor was not level because part of the shower floor sunk due to the Complainants not waiting the recommended forty-eight (48) hours for the floor to dry before using the shower.
31. Complainant No. 2 states that the substance of Aurelio’s May 2024 e-mails referenced in paragraph 31 is incorrect in that they waited “...more than enough time before we used the shower...The floor sunk because it was not put in correctly, the pitch was wrong and the grout and materials used were not the right kind. We hired another contractor, who had to tear up the entire floor. He felt bad for us and only charged us \$800.00.”
32. Complainants No. 2 also state that: “Additionally, [Aurelio and Respondent] put in new floors in 2 bathrooms and did not use the correct material. One of the floors is not right but we did not have it redone due to the cost. The second contractor told us to call him when the tile on the bathroom eventually cracks because it was not installed properly and we were also told that we should expect that the tile in the shower will fall off the walls because

of the wrong grout that was used. We expect to have additional costs to fix this mess over time unfortunately.”

### STATEMENT OF LAW

33. Pursuant to R.I. Gen. Laws § 5-65-3(a):

A person shall not undertake, offer to undertake, or submit a bid to do work as a contractor on a structure unless that person has a current, valid certificate of registration for all construction work issued by the board...

34. Pursuant to R.I. Gen. Laws § 5-65-3(j): A contractor including, but not limited to, a general contractor, shall not hire any subcontractor or other contractor to work on a structure unless the contractor is registered under this chapter or exempt from registration under the provisions of § 5-65-2.

35. Pursuant to R.I. Gen. Laws § 5-65-10, “[t]he board<sup>2</sup> or office may revoke, suspend, or refuse to issue, reinstate or reissue a registration if the board or office determines, after notice and an 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.

...

(12) That the registrant performed negligent and/or improper work.

### CONDITIONS

36. In an effort to affect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Parties enter into this Consent Agreement solely for the purposes of avoiding the burdens and expenses of litigation, and pursuant to the following terms and conditions:

a. Respondent admits, consents and agrees that he violated R.I. Gen. Laws § 5-65-3(a) in that he was unregistered at the time he performed construction work at Sites 1, 2 and 3, and also that he violated § 5-65-10(12) in that he performed some negligent and unsatisfactory work at Sites 1 and 2<sup>3</sup>.

b. On or before **July 31, 2025**, Respondent shall deliver to the Department an administrative penalty in the amount of seven hundred and fifty (\$750.00), made payable to the “Rhode Island General Treasurer.” However, if by the same date

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<sup>2</sup> The “office” and the “board” mean and refer to the “SBO” and the “Board” within the jurisdiction of the Department of Business Regulation’s Division of Building, Design and Fire Professionals. See R.I. Gen. Laws §§ 42-14-1, 5-65-1, 5-84-2, and 5-84-3.1.

<sup>3</sup> C-24-26 was initially part of the Order to Show Cause filed in this matter, but has since been removed for purposes of this Consent Agreement as the central components of the Complaint are most appropriately addressed by a separate Consent Agreement.

Respondent properly and satisfactorily registers as a contractor pursuant to R.I. Gen. Laws § 5-65-1, *et seq.* and 440-RICR-10-00-1, *General Administration, Registration, Licensing, And Filing Claims, Part I – General Rules and Regulations for Applications, Registration, Licensing, Claims, Violations and Administrative Hearings* (“Regulation”), the administrative penalty shall be reduced to five-hundred dollars (\$500.00).

- c. For Respondent to be registered in accordance with paragraph 36(b) of this Consent Agreement, in addition to the pre-registration classes that are required for all registrations, Respondent must also complete twenty (20) additional hours of continuing education that shall cover the following topics:
  - i. Deck Construction;
  - ii. Deck Codes;
  - iii. Managing cash flow;
  - iv. Stair Codes; and
  - v. Soil Stabilization.
- d. Respondent enters into this Consent Agreement knowingly, voluntarily and of his own free will.

37. *Final Determination.* The Parties agree that this Consent Agreement and its terms represent the final determination of this matter.

38. *Referral of Debt.* Respondent agrees, understands and acknowledges that pursuant to R.I. Gen. Laws § 42-142-8, they are hereby on notice that if the above payment(s) is not made in full within thirty (30 days) of the payment deadline referenced above, the Department shall refer the debt to the Central Collections Unit (“CCU”) within the Department of Revenue (“DOR”) for that agency to collect the debt. Debts referred to the CCU accrue an annual interest rate of thirteen percent (13%) until the amount due is paid in full.

39. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Board and the Superior Court under Chapter 5-65 and the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*

40. *Public Record.* Once executed, this Consent Agreement shall be a public record under the Access to Public Records Act, R.I. Gen. Laws Chapter 38-2, and § 1.5(C) of 440-RICR-10-00-1, and it shall be published on the Department’s website under “Enforcement Actions.”

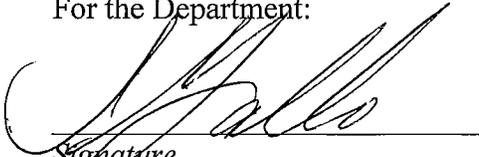
41. *Enforcement.* If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

42. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department, including the Division, the SBO and the Board, or any other governmental agency.

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**SIGNATURE PAGE**

For the Department:



*Signature*

James Gallo

Chief, Contractors' Registration  
And Licensing Board

Date: 5/12/25

Respondent:



*Signature*

By: Mr. Paul St. Pierre

Date: 5/12/25