STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: April 30, 2026)

ECOGEN SERVICES, INC., ***Appellant,***	:	
v.	:	**C.A. No. PC-2025-00010**
DEPARTMENT OF LABOR AND TRAINING, **BOARD OF EXAMINERS** **OF ELECTRICIANS,** ***Appellee.***	:	

DECISION

M. DARIGAN, J. Before the Court is an appeal of administrative penalties assessed by the Rhode Island Department of Labor and Training (the DLT) against Appellant, Ecogen Services, Inc., for seven violations of licensing and permitting statutes regarding electrical work. The Court's jurisdiction is pursuant to G.L. 1956 § 42-35-15. For the reasons expressed herein, the DLT's decision to assess these penalties is AFFIRMED.

I

Facts and Travel

On December 7, 2023, Chief Electrical Investigator James Lewis received an anonymous call that electrical work was being performed by unlicensed workers at 725 Hopkins Hill Road, West Greenwich, Rhode Island. *See* Certified R. at 9, December 4, 2024 Decision (Decision), Findings of Fact. Later that day, he and another investigator made a site visit and personally observed several workers in the process of installing solar panels. *See id.* Upon questioning, five of those workers admitted that they did not hold a Rhode Island electrician's license, and Investigator Lewis confirmed this lack of licensure through the DLT database. *Id.* The workers

also informed Investigator Lewis that they were working for the Appellant, Ecogen Services, Inc. (hereinafter, Ecogen).

Ultimately, Ecogen was determined to be liable for seven separate violations of Rhode Island's licensing and permitting statutes: to wit, five violations of G.L. 1956 § 5-6-2, one for each of the workers engaged in unlicensed electrical work; one violation of § 5-6-25, for failure to comply with West Greenwich permitting requirements; and one violation of § 5-6-28, for being a business engaged in electrical work without an electrical contractor's license. *See id.* Pursuant to § 5-6-32, each of these violations carried with it an administrative penalty of $1,500, resulting in total penalties of $10,500. *Id.*

Ecogen appealed, and on November 20, 2024, a hearing was held by the Board of Examiners of Electricians of the Rhode Island Department of Labor and Training (the Board).[1] *See* Certified R. at 14, Hr'g Tr., Nov. 20, 2024. Ecogen did not dispute the lack of permits or licensure; instead, Ecogen maintained that the unlicensed workers were not Ecogen's employees, but were employees of a staffing agency, Tradesmen International. *See* Certified R. at 17–18, Hr'g Tr. 15–19, Nov. 20, 2024. Ecogen argued that because it had requested qualified electricians, any penalties for unlicensed electrical work should be assessed against Tradesmen International. *See* Certified R. at 18–19, Hr'g Tr. 18:2–19:22, 22:22–23:2, Nov. 20, 2024.

[1] A DLT hearing was initially scheduled for July 17, 2024, but Ecogen's principal, Mr. Daniel Mascroft, was subject to an emergency and unable to attend. *See* Certified R. at 39, Approved Meeting Minutes (July 17, 2024). The Board heard the matter in Mr. Mascroft's absence and unanimously upheld the fines, issuing a final decision on August 6, 2024. *See id.*; *see also* Certified R. at 14, Hr'g Tr. 2:3-4, Nov. 20, 2024. Ecogen appealed, and at the November 20, 2024 hearing, Mr. Mascroft motioned for reconsideration; in the interests of due process the Board voted to reconsider the fines and permit oral argument. *See id.* at 15, Hr'g Tr. 5:16-24, 7:4-24, Nov. 20, 2024. Ultimately unpersuaded, the Board again upheld the fines, leading to the present appeal.

Under Board questioning, however, Ecogen was unable to affirmatively attest that it had, in fact, requested licensed electricians, and was unable to explain why it did not confirm that the workers provided by Tradesmen International were appropriately licensed in Rhode Island. *See* Certified R. at 18, 22, Hr'g Tr. 18:4–22, 33:1–11, Nov. 20, 2024. The Board accepted the contract between Ecogen and Tradesmen International into the record, and then voted unanimously to uphold each of the penalties. *See* Certified R. at 22-23, Hr'g Tr. 34–39, Nov. 20, 2024; *see also* DLT's Mem. in Opp'n Ex. C, Tradesmen International Client Services Agreement. The Board issued a written recommendation on December 4, 2024, and, on that same day, the DLT issued the Decision on appeal. *See* Certified R. at 9–11, Decision.

Ecogen initiated the present appeal on December 31, 2024. (Appeal) Ecogen's arguments on appeal are substantially the same as those it made before the Board; in essence, that the Board was in error because the unlicensed workers were not Ecogen employees, but employees of Tradesmen International. *See* Ecogen's Br. in Supp. of Appeal 3–8. In turn, the DLT rebuts that the unlicensed workers' status as Ecogen "employees" *vel non* is immaterial because (1) the relevant statutes impose liability on the contractor *hiring* unlicensed workers; (2) Ecogen had a nondelegable duty to ensure that all workers on its project were properly licensed; and (3) even if Ecogen's statutory obligations were delegable to independent contractors, under Rhode Island precedent and the language of the Tradesmen International Client Services Agreement, Ecogen exercised sufficient supervision and control over the unlicensed workers that liability should attach. *See* DLT's Mem. in Opp'n 7–12.

II

Standard of Review

The Superior Court's review of an administrative decision is governed by § 42-35-15 of the Administrative Procedures Act. Section 42-35-15; *see also Department of Corrections v. Rhode Island State Labor Relations Board*, 333 A.3d 83, 86 (R.I. 2025). That section provides that

> "[t]he court may affirm the decision of the agency or remand the case for further proceedings, or it may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:
>
> "(1) In violation of constitutional or statutory provisions;
>
> "(2) In excess of the statutory authority of the agency;
>
> "(3) Made upon unlawful procedure;
>
> "(4) Affected by other error of law;
>
> "(5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
>
> "(6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." Section 42-35-15(g).

This review is "conducted by the court without a jury and shall be confined to the record." Section 42-35-15(f). "The court, upon request, shall hear oral argument and receive written briefs," but the court "shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact." Sections 42-35-15(f)–(g).

"'The law in Rhode Island is well settled that an administrative agency will be accorded great deference in interpreting a statute whose administration and enforcement have been entrusted to the agency.'" *Murray v. McWalters*, 868 A.2d 659, 662 (R.I. 2005) (quoting *In re Lallo*, 768 A.2d 921, 926 (R.I. 2001)). Such deference is appropriate "'even when the agency's interpretation

is not the only permissible interpretation that could be applied.'" *Id.* (quoting *Pawtucket Power Associates Limited Partnership v. City of Pawtucket*, 622 A.2d 452, 456-57 (R.I. 1993)). However, "[w]hen a statute is clear and unambiguous," "[the Court is] not required to give any deference to the agency's reading of the statute" but instead is "bound to ascribe the plain and ordinary meaning of the words . . . and [the] inquiry is at an end." *See Unistrut Corp. v. State Department of Labor and Training*, 922 A.2d 93, 98–99 (R.I. 2007).

III

Analysis

A

Violation of Statute

As an initial matter, Ecogen does not dispute that the violations occurred; Ecogen's argument focuses only on the nature of the employment relationship between itself and the unlicensed workers and the appropriateness of penalizing Ecogen instead of Tradesmen International. *See generally* Ecogen's Br. in Supp. of Appeal. Not only did Ecogen expressly concede that the workers were unlicensed, that it had no corporate license, and that it had begun work without a permit, but the Board's findings of fact regarding the violations are beyond this Court's appellate authority to disturb. *See* § 42-35-15(g); *see also* Certified R. at 11, Findings of Fact; *see also* Certified R. at 18-19, Hr'g Tr. 17:11-16, 22:5-8, 23:21–23, Nov. 20, 2024.

Accordingly, the Court need not address the penalties assessed under § 5-6-28 (for Ecogen's operation of business without corporate license) or § 5-6-25 (for failure to comply with the West Greenwich regulations requiring a permit); the Court need only determine whether the five violations of § 5-6-2 for unlicensed workers were properly attributed to Ecogen.

Section 5-6-2(a)(1) concerns electrical work for which an electrician's license is required, and provides, in relevant part, that

> "[n]o person, firm, or corporation shall enter into, engage in, solicit, advertise, bid for, or work at the business of installing, maintaining, [or] servicing . . . electrical equipment, devices, apparatus, and similar items . . . and other appliances for carrying or using or generating electricity for light, heat, fire alarms, . . . or power purposes . . . unless that person, firm, or corporation shall have received a license and a certificate for the business, issued by the state board of examiners of electricians of the division of professional regulation of the department of labor and training in accordance with the provisions set forth in this chapter." Section 5-6-2(a)(1).

Furthermore, § 5-6-2(b) expressly provides that when work is performed for which an electrical permit is required, the entity required to apply for that permit "shall cause" the work to be performed by a licensed electrician. To wit:

> "(b) Any *person, firm, or corporation that is required to apply for a permit from a local building official for any work required to be performed by a person licensed under the provisions of this chapter shall cause the work to be performed by a person licensed under the provisions of this chapter*; provided, that the provisions of this section, except the provision regarding removing and reattaching existing electrical meters, shall not apply to owner-occupied, single-family homes." Section 5-6-2(b) (emphasis added).

Here, the plain language of these statutes makes clear that the Board's decision to assess penalties against Ecogen was not clear error as Ecogen contends. *See* Appeal ¶ 9(f). The Board found, and Ecogen does not dispute, that unlicensed workers were engaged in the installation of solar panels in violation of § 5-6-2(a)(1). Nor does Ecogen dispute that it was a corporation required to apply for a permit from the Town of West Greenwich for this work as required by § 5-6-2(b). As such, § 5-6-2(b) imposed a mandatory imperative that Ecogen "shall cause the work to be performed" by persons licensed under chapter 6 of title 5, and it is undisputed that Ecogen did not cause the work to be performed by persons so licensed.

The authority to assess administrative penalties for violations of these sections is provided by § 5-6-32, which states, in pertinent part:

> "(a) The director *may assess an administrative penalty on any person, firm, or corporation for any violation of the provisions of this chapter*, after notice and a hearing, before and upon the recommendation of the board of examiners of electricians in the amount of one thousand five hundred dollars ($1,500) for the first violation and two thousand dollars ($2,000) for a subsequent violation. *Each individual person acting in violation of the provisions of this chapter shall constitute a separate offense to any person, firm, or corporation assessed a penalty under this section*. . . . This section is in addition to any other action provided by law for violations of this chapter.
>
> "(b) The chief of the section shall act as an investigator with respect to the enforcement of all the provisions of law relative to the licensing of electricians and, to this effect, whenever a complaint is made by the chief of the section to the director of the department of labor and training, or his or her designee, that the provisions of this chapter are being violated, the director of the department of labor and training, or his or her designee, may issue an order to cease and desist from that violation and *may impose the above penalties against the violator and against the contractor*." *See* § 5-6-32(a)–(b) (emphasis added).

Because Ecogen *itself* was in direct violation of the provisions of chapter 6 of title 5—for its failure to maintain a corporate license, for its failure to obtain a permit, and for its failure to "cause" the work to be performed by licensed electricians—it is properly a "person, firm, or corporation assessed a penalty" under § 5-6-32(a). Further, as § 5-6-32(b) makes clear, where a corporation or individual is in violation of the provisions of chapter 6 of title 5, administrative penalties may be assessed "against the violator *and* against the contractor." Section 5-6-32(b) (emphasis added). Therefore, not only is Ecogen a *primary* violator of these sections—making penalties against it appropriate in the first instance—being a "corporation assessed a penalty under this section" pursuant to those violations, Ecogen became subject to penalization for the five unlicensed workers, each of which "shall constitute a separate offense to any person, firm, or

corporation assessed a penalty under [§ 5-6-32(a)]." *See* § 5-6-32. Ecogen is thus *both* a "violator" in its own right *as well as* a "contractor" against which penalties may be imposed for the separate offenses of individual persons which it caused to perform the unlicensed work.

Accordingly, although the DLT is entitled to "great deference" regarding its interpretation of how these sections should be applied, this Court need show no deference because the language of the statutes is clear and unambiguous. *Murray*, 868 A.2d at 662; *see also Unistrut Corp.*, 922 A.2d at 99. Here, the result would be the same either way: not only did the DLT interpret § 5-6-32(b) as subjecting Ecogen to penalties for each of the five individual violations, but the plain language of the chapter requires that conclusion. *See* §§ 5-6-2(b), 5-6-32(b).

B

Employees and Independent Contractors

Regarding Ecogen's arguments about the employment status of the unlicensed workers, those arguments are without merit. First, although Ecogen dedicates its memorandum to showing that the unlicensed workers were not its "employees," it cites to no authority—and the Court can locate none—that provides that § 5-6-32 penalties must or may only be assessed against an unlicensed worker's "employer." *See generally* Ecogen's Br. in Supp. of Appeal 3–8. Although not explicitly framed as such, Ecogen's position is an extrapolation of the "independent contractor defense" to vicarious liability in negligence—a doctrine which has no application in the present circumstances because Ecogen was penalized for violation of statute, not found vicariously liable in tort for the negligence of its employees.

Nonetheless, in brief, "'one who employs an independent contractor is not liable for the negligent acts of that contractor.'" *Cayer v. Cox Rhode Island Telecom, LLC* 85 A.3d 1140, 1144 (R.I. 2014) (quoting *Bromaghim v. Furney*, 808 A.2d 615, 617 (R.I. 2002)). "'The test as to

whether a person is an independent contractor is based on the employer's right or power to exercise control over the method and means of performing the work and not merely the exercise of actual control.'" *Id.* (quoting *Absi v. State Department of Administration*, 785 A.2d 554, 556 (R.I. 2001)) (alterations omitted); *see also Sigui v. M + M Communications*, *Inc.*, 484 F. Supp. 3d 29, 37 (D.R.I 2020) (same).[2]

Notwithstanding that the independent contractor doctrine is simply irrelevant to the statutory fines at issue, even if it were not, Ecogen would have possessed sufficient "right or power to exercise control over the method and means" of the unlicensed work that liability should attach. *See Cayer*, 85 A.3d at 1144 (internal quotation omitted). To wit, the Client Services Agreement executed by Ecogen and Tradesmen International provides, in part, the following:

> "[2]a. Tradesmen [International] will guarantee that the worker sent to the Client's job site will be of the quality and have the knowledge the Client requested. If, in the Client's opinion, this is not the case, the Client agrees that its exclusive remedy is to send the worker back to Tradesmen within the first four (4) hours of the first day at no charge to the Client. *Client is solely responsible for directing, supervising and controlling Tradesmen employees as well as their work and Tradesmen does not warrant or insure the work.*" *See* Client Services Agreement, DLT's Mem. in Opp'n Ex. C (emphasis added).

First, dispositively, the Client Services Agreement expressly provides that the Client, Ecogen, was "solely responsible for directing, supervising and controlling [the unlicensed workers] as well as their work and Tradesmen does not warrant or insure the work." *See id.* Thus,

[2] Ecogen cites to *Labor and Employment in Rhode Island* § 9.02 (2025) for a general list of factors that courts have considered for determining whether a worker is an employee or independent contractor. *See* Ecogen's Br. in Supp. of Appeal 6–7. This list, however, cites to no Rhode Island authority. The test for independent contractors, as set forth by the Rhode Island Supreme Court, remains "based on the employer's right or power to exercise control over the method and means of performing the work[.]" *See Cayer v. Cox Rhode Island Telecom, LLC,* 85 A.3d 1140, 1144 (R.I. 2014).

as the Board correctly observed, "but for Ecogen, these five people would not have been on site doing unlicensed work[.]" *See* Certified R. at 17, Hr'g Tr. 14:21–23, Nov. 20, 2024. More important than this *actual* control, however, is that Ecogen had the *express contractual right and power* to control the unlicensed workers, and the method and means by which they performed their work. *See Sebren v. Harrison*, 552 F. Supp. 3d 249, 257 (D.R.I. 2021) ("Rather than look to actual control, [Rhode Island's test to determine whether a person is an employee] focuses on 'the employer's right or power to exercise control over the method and means of performing the work.'") (quoting *Cayer,* 85 A.3d at 1144). Because the Client Services Agreement does not discuss the *type* of work the workers would do, and expressly disclaimed Tradesmen International's responsibility for the *quality* of that work, the right and power to control the work and its quality without needing to "employ" the workers is *precisely* what Ecogen bargained for in the Client Services Agreement.

Further, despite Ecogen's suggestion that it had requested "electricians," the Client Services Agreement makes no mention of the worker's qualifications except that they would be "of the quality and have the knowledge the Client requested," and provides that Ecogen's sole remedy was to dismiss the workers if this was not the case. *See* Client Services Agreement § 2.a, DLT's Mem. in Opp'n, Ex. C. Ecogen indisputably did not dismiss the unqualified workers, and whether Ecogen was *aware* they were unqualified is irrelevant. Section 5-6-2(b) provides that a corporation engaged in work requiring a permit affirmatively "*shall cause*" that work to be performed by licensed electricians, except in the narrow and inapplicable circumstance of attaching an electrical meter to an owner-occupied, single-family home, and carves out no exception for a corporation unaware that its hired workers were unlicensed. *See* § 5-6-2(b) (emphasis added).

Additionally, at the hearing before the Board, Ecogen raised an argument regarding the multiple levels of subcontractors involved in the solar project (but did not raise this argument in its appellate memoranda). *See* Certified R. at 18, 21, Hr'g Tr. 19:13–22, 30:2–20, Nov. 20, 2024. Although undeveloped, the gravamen of the argument is that the DLT's penalization of Ecogen is improper where multiple levels of contractors are in play.

This argument is unavailing for several reasons. First, regardless of how many contractors might be involved in the project, the Client Services Agreement with Tradesmen International was signed by Ecogen. *See* Client Services Agreement, DLT's Mem. in Opp'n Ex. C. Ecogen is thus the only contractor with any verifiable connection to the unlicensed work, and nowhere does the record demonstrate that any other contractor should be liable for its violations.

Second, Ecogen's multiple-subcontractors argument is legally unsound. Recall that § 5-6-32(b) authorizes the DLT to impose penalties "against the violator and against the contractor." *See* § 5-6-32(b). Although this section is drafted in the singular, G.L. 1956 § 43-3-4 directs that § 5-6-32—and all other statutes drafted in the singular—may be *applied* in the plural. To wit:

> "Every word importing the singular number only may be construed to extend to and to include the plural number also, and every word importing the plural number only may be construed to extend to and to embrace the singular number also." Section 43-3-4.

The plain language of this section allows the DLT to impose penalties "against the violators and against the contractors," *plural*, and so here, penalties are properly imposed against any or all contractors found to be in violation. This conclusion is supported by *Brogno v. W & J Associates, Ltd.*, 698 A.2d 191 (R.I. 1997), a case in which our Supreme Court analyzed the statutory responsibilities of multiple subcontractors through the lens of § 43-3-4.

Our Supreme Court wrote:

> "In G.L. 1956 § 43-3-4 of our General Laws, the General Assembly provided that the use of the plural and the use of the singular in our statutes are indistinguishable. . . . Thus, even though [the statute] uses the term 'subcontractor,' we can, in a manner consistent with § 43-3-4, construe that term to mean 'subcontractors.' In the plural that term can clearly and unambiguously be interpreted as including *all* subcontractors hired by the general contractors and construction managers to perform work on the project." *Brogno*, 698 A.2d at 193 (emphasis added).

Although *Brogno* concerned subcontractors' statutory obligations to provide workers' compensation, the reasoning and language of *Brogno* map neatly to the case at bar. In *Brogno*, our Supreme Court held that a certain subcontractor was obligated to provide statutory workers' compensation benefits because it "was in charge of supervising and controlling all aspects of the project construction work and also of engaging the necessary trade contractors[,]" *even though* the injured worker so engaged was not one of that subcontractor's "employees." *See id.* at 194. Our Supreme Court held that "since [the subcontractor in violation] failed to obtain written proof of workers' compensation insurance coverage from [the worker's "employer"], it is responsible for [the worker's] injuries as a *statutory* employer." *Id.* (emphasis added). The Court concluded that "[t]o hold otherwise would be to permit general contractors and construction managers to be relieved of responsibility merely by ensuring that the project is sub-subcontracted out." *Id.*

Here, like in *Brogno*, Ecogen is a contractor exercising supervision and control over construction work and was obligated by statute to ensure that certain documentation was in place; where in *Brogno* that documentation was proof of workers' compensation insurance, here, that documentation is proof of professional licensure. *See* § 5-6-2(b). Ecogen failed to ensure that the workers it engaged *were* licensed electricians, and so, *ipso facto*, failed to "cause" the work to be

done *by* licensed electricians. This put it in direct violation of § 5-6-2(b) as well as §§ 5-6-25 and 5-6-28.

Also like in *Brogno*, Ecogen now argues that it should not be liable for its violation of § 5-6-2 because another company has a closer employment relationship to the individual unlicensed workers, but as our Supreme Court observed, to be persuaded by this argument would relieve contractors like Ecogen of their statutory responsibilities "merely by ensuring that the project is sub-subcontracted out." *Brogno*, 698 A.2d at 194.

In sum, Ecogen argues that penalties *for hiring* unlicensed contractors should be imposed against the *contractor* that was hired, but not the company that did the hiring. This interpretation of the law would allow, as *Brogno* warns, a company that builds an unpermitted project with unlicensed workers—just as Ecogen did here—to be shielded from liability for doing so by virtue of the fact *that* the workers were unlicensed. Said another way, Ecogen attempts to shift its obligation "to cause" licensed electricians to perform the work onto the unlicensed workers that it did, in fact, *cause* to do the work—workers, it must be noted, which the DLT could have, but did not, determine were the proper parties to be penalized for wrongdoing in this situation. *See* § 5-6-2(a)(1).

IV

Conclusion

Pursuant to the foregoing analysis, the Board's decision is **AFFIRMED**.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**Ecogen Services, Inc. v. Department of Labor and Training, Board of Examiners of Electricians**
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DATE DECISION FILED:	**April 30, 2026**
JUSTICE/MAGISTRATE:	**M. Darigan, J.**
ATTORNEYS:	
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