



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

September 3, 2024

SENT BY CERTIFIED, FIRST-CLASS, AND ELECTRONIC MAIL

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Alan Soucy
d/b/a Alan Soucy Home Improvement
P.O. Box 836
Glastonbury, CT 06033

Alan Soucy
d/b/a Alan Soucy Home Improvement
27 Canterbury Street
East Hartford, CT 06118

Email: alan_soucy@yahoo.com

RE. In the Matter of Alan Soucy Home Improvement
d/b/a Alan Soucy Home Improvement
Case Nos. 2023-1117, 2023-1007 and 2023-59

Dear Mr. Soucy:

Enclosed is the Final Decision and Order resulting from the administrative hearing held on May 30, 2024, before Hearing Officer, Patricia Marealle, Esq. designated as hearing officer by the Commissioner of Consumer Protection.

You may request that the Department reconsider its decision¹. **The reconsideration request must be in writing and received by the Department within fifteen (15) calendar days from the date of this letter. Late requests will not be reconsidered.** Reconsideration requests must be sent to: Legal Director, Department of Consumer Protection 450 Columbus Boulevard, Suite 901, Hartford, Connecticut 06103-1840 **or emailed to DGP.Legal@ct.gov.**

The request should state the specific reasons for reconsideration. The Commissioner may reconsider the decision if:

- 1) An error of fact or law should be corrected;
- 2) New evidence has been discovered which materially affects the merits of the case and which, for good reasons, was not presented in the agency proceeding; or
- 3) Other good cause for reconsideration has been shown.

If you do not request reconsideration, you may appeal the decision to the Superior Court of the State of Connecticut. Any appeal must strictly comply with all the applicable statutory procedures, requirements, and time frames.

Sincerely,

Julianne Avallone

Legal Director

DCP.Legal@ct.gov

Encl.

¹ See, Connecticut General Statutes § 4-181a



STATE OF CONNECTICUT
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STATE OF CONNECTICUT
BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of Alan Soucy d/b/a Alan Soucy Home Improvement
Case Nos. 2023-1117, 2023-1007 and 2023-59
Credential No.: HIC. 0622777

Alan Soucy
d/b/a Ala Soucy Home Improvement
P.O. Box 836
Glastonbury, CT 06033

Alan Soucy
d/b/a Alan Soucy Home Improvement
27 Canterbury Street
East Hartford, CT 06118

FINAL DECISION and ORDER

I. INTRODUCTION

This matter was commenced by an administrative complaint issued by the Department of Consumer Protection on May 7, 2024 (“Complaint”), alleging Alan Soucy Home Improvement, (“Respondent”) violated the Home Improvement Act, Connecticut General Statutes (“Conn. Gen. Stat.”) §20-427 (b)(5), 21a-9 (c)(5), 21a-9 (c) (7) and the Regulations of Connecticut State Agencies § 42-110d.

A formal administrative hearing opened at 9:04 a.m. on May 30, 2024, with Patricia Marealle designated as hearing officer by the Commissioner of Consumer Protection. Respondent failed to appear at the hearing.

On May 7, 2024, the Department sent notice of the hearing and the complaint to the Respondent by USPS certified mail at two different addresses, the one in East Hartford and one in Glastonbury that Respondent listed in its registration applications with the Department. Department of Consumer Protection (“DCP” or “Department”) Exhibit (“Ex.”) 1; The mailing to East Hartford was returned to the Department as unclaimed and the mailing to Glastonbury was returned due to the recipient moving and leaving no forwarding address. DCP Ex. 3 and 3A. On May 7, 2024, the Department also sent notice of the hearing by email, and received confirmation that the email was delivered. DCP Ex. 2. This result was similar to the notices sent regarding the Compliance meeting on February 21, 2024, in which all mailed notices were returned to the Department, however the email notice was delivered. DCP Ex. 7, 7A, 7B, and 7C. Regarding the addresses used for notice of hearing, both the email and the East Hartford mailing addresses are the addresses on file associated with the Respondent’s applications for



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credential with DCP, the most recent renewal application submitted in 2023. DCP Ex. 4. A notice of the hearing was also posted on the Connecticut Secretary of State's website, a public domain that anyone can access freely. DCP Ex.5. As such, I find that the Department made more than sufficient attempts to communicate with and provide notice to the Respondent. Following the Department's oral motion, an Order of Default entered against the Respondent.

II. FINDINGS OF FACT

The Department admitted 12 Exhibits into evidence, which were allowed due to the lack of opposition and the issuance of a default judgment. The below findings of fact, as alleged in the complaint, are deemed true due to the finding of a default against the Respondent

1. Respondent, Alan Soucy d/b/a Alan Soucy Home Improvement, was previously registered with the Department as a Home Improvement Contractor and held Contractor Registration Credential No. HIC.0622777 ("Credential") since February 26, 2009 and which was denied renewal on October 26, 2023.
2. Alan Soucy is the sole owner, and agent for service of Alan Soucy d/b/a Alan Soucy Home Improvement located at 27 Canterbury Street, East Hartford, CT 06118.
3. Respondent has been engaged in home improvement activities from at least 2009, and at all times relevant herein, including the period of 2021 to 2023, Respondent engaged in home improvement activities and entered into numerous contracts to do home improvement work.

Bastura Matter, Case No. 2023-1007

4. Kenneth Bastura ("Complainant Bastura") of 47 Jaffe Terrace, Colchester, CT entered into an initial contract with Respondent on or about July 6, 2021, for home improvement work.
5. The initial contract was presented to and signed by Complainant Bastura at his residence.
6. Respondent failed in this instance to include the name, address, or registration number of the contractor, but the contract was fulfilled in a satisfactory manner and paid in full.
7. On or about August 2, 2021, a second home improvement contract was presented to and signed by Complainant Bastura with work to include removal of a deck, construction of a brick patio, resurfacing and painting of a cement pad, and composite stairs with vinyl rails of Complainant Bastura's home.



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8. On or about November 15, 2021, the contractual work detailed in the second contract was completed and paid in full.
9. Complainant Bastura paid a total of \$10,480.00 for the second contract.
10. On or about June 27, 2022, Complainant Bastura contacted the Respondent concerning the patio work Respondent had done, stating that whenever it rained Complainant Bastura's basement would flood and that this did not happen prior to the contractual home improvement work done by Respondent.
11. A meeting was scheduled for July 1, 2022, between Respondent and Complainant Bastura, however, Respondent did not show up.
12. On or about July 8, 2022, Complainant Bastura contacted the Respondent again via text message, providing photos of the patio and Respondent agreed to redo the patio after this communication.
13. On or about August 24, 2022, Respondent's employees and/or representatives arrived at Complainant Bastura's home and performed the work meant to correct the patio issue.
14. Respondent's employees and/or representatives relocated all the pavers, stacking them on the cement porch. Minimal excavation work was conducted, and insufficient preparation took place before laying the pavers on uneven ground causing the patio to lack proper leveling and slope to facilitate water drainage.
15. Complainant Bastura maintained communication with the project manager, Sonny, in attempts to have the patio redone up until approximately October 24, 2022, however no further work was performed, and both the Respondent and Sonny became unresponsive despite numerous contact attempts.
16. Additionally, the cement patio, which the Respondent was contracted to resurface and paint, returned to its original deteriorated state, peeling and crumbling.
17. On or about March 15, 2023, Complainant Bastura contacted the Respondent initially requesting a full refund and Respondent did not respond.
18. On or about August 29, 2023, Complainant Bastura initiated an email correspondence with the Respondent requesting a refund of half the amount paid, \$5,240.00, and expressing intentions of filing a complaint with DCP.
19. On or about August 31, 2023, the Respondent replied to the email communication and agreed to provide a refund payment schedule of 5 monthly payments of \$1,080.00 or weekly payments of \$270.00 beginning on September 18, 2023.



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20. Complainant Bastura agreed to the weekly payment schedule stating that if Respondent missed a payment, he would file a complaint with DCP.
21. Respondent then failed to respond to Complainant Bastura.
22. On or about September 28, 2023, Complainant Bastura filed a formal complaint with the DCP, alleging violations of the Home Improvement and Home Solicitation Sales Act.
23. Respondent failed to include signatures from both the owner and contractor on the contract with Complainant Bastura.
24. Respondent failed to provide the date of transaction, provide notice of cancellation, and provide start/completion dates in the contract with Complainant Bastura.
25. Respondent omitted the contractor's name, address, and registration number on the contract with Complainant Bastura.
26. Respondent failed to memorialize in writing the entire agreement and scope of work to be done for Complainant Bastura.
27. The work completed by Respondent on the contract with Complainant Bastura was not performed in a workmanlike manner.
28. Complainant Bastura has suffered an ascertainable financial loss of \$10,480.00.
29. Respondent has not refunded Complainant Bastura.

Renee Rix, Case No. 2023-59

30. Renee Rix ("Complainant Rix") of 6 Rondaly Road, Amston, CT entered into a contract with Respondent on or about July 25, 2022, for home improvement work.
31. Prior to contracting with the Respondent, Complainant Rix had paid another company \$6,000.00 to remove moldy insulation and clean mold from the home's wood beams and joists.
32. At the time Respondent and Complainant Rix entered into the contract the mold issue had been addressed by the previous contractor.
33. Complainant Rix's primary objective in hiring the Respondent was to have new insulation installed and to mitigate moisture to prevent mold reoccurrence.
34. Work in the contract between Respondent and Complainant Rix encompassed structural restoration of the house's main support system, repairs to flooring, changing out bathtub and surround to implement repairs to subflooring, the installation of new laminate flooring, removal of chimney, wall restoration with new



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underlayment and cedar siding, subfloor repairs under the tub and surround, installation of a new tub and surround, placement of plastic over dirt crawlspace, creation of footings for two separate casing beams, relocation of heat ducts, and creation of new entry door for crawl space, structure restoration for the rear outside deck, removing some decking, installation a new section of the rim joist, replacement of plywood façade with concrete board, installation of plywood with Luan under joists.

35. On or about April 2022, Respondent arrived at Complainant Rix's residence to commence the contractual work. Respondent had informed Complainant Rix that the work would take no longer than 6 weeks, however, the work took all summer
36. Respondent only worked occasionally at the residence and several of the Respondent's employees and/or representatives arrived sporadically to perform some of the home improvement work, but none of them stayed a full day and workers were not on-site daily.
37. The work performed by Respondent and his employees and/or representatives included adding air circulation vents, covering newly installed insulation with plywood and Luan, installing a sump pump in the back corner, and sealing the dirt floor with heavy-duty plastic sheathing.
38. Complainant Rix paid a total of \$25,500.00 towards the home improvement project.
39. Several issues resulted from Respondent's work on the project: the sump pump was placed on uneven ground with an outside drainage hose, requiring Complainant Rix to manually adjust it during rainfall for proper functioning; the Respondent excavated ground for a vent installation but left it uncovered, leading to mold reappearance from rain accumulation after heavy downpours; fiberglass insulation installed under the house flooring was covered unevenly with Luan plywood, resulting in cracks and openings that permit moisture infiltration; and the Respondent replaced wood siding with cement board unsuitable for outdoor use, which began to buckle.
40. In September 2022, Respondent stopped responding to Complainant Rix.
41. From about November 2022 through January 2023, Complainant Rix attempted on numerous occasions to contact the Respondent and its business manager Sonny via text, voicemail and certified mail, without success.
42. On or about September 28, 2023, Complainant Rix filed a formal complaint with the DCP alleging violations of the Home Improvement and Home Solicitation Sales Act.
43. After filing her complaint, Sonny called Complainant Rix to try resolve the issues with the bathroom flooring separating, and the problems with the installation of the



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Luan in the basement. The parties were unable to reach an agreement as to the scope of repair work to be done.

44. Complainant Rix has since obtained three estimates, \$5,900.00, \$405.00, and \$1,842.00 respectively, from other companies to correct all the work deficiencies. The total for all repairs is stated at \$8,147.00.
45. Respondent has failed to complete all contracted work with Complainant Rix.
46. Any work completed by Respondent was not completed timely as promised in the contract with Complainant Rix.
47. Respondent failed to include signatures from both the owner and contractor on the contract with Complainant Rix.
48. Respondent failed to provide the date of transaction, provide notice of cancellation, and provide start/completion dates in the contract with Complainant Rix.
49. Respondent failed to include the contractor's name, address, and registration number on the contract with Complainant Rix.
50. The work completed by Respondent on the contract with Complainant Rix was not performed in a workmanlike manner.
51. Complainant Rix has suffered an ascertainable financial loss of \$8,147.00
52. Respondent has not refunded Complainant Rix.

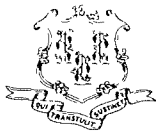
Kavanaugh, Case No. 2023-1117 30.

53. Alison Kavanaugh ("Complainant Kavanaugh") of 533 Ridge Road, Wethersfield, CT entered into a contract with Respondent on or about July 25, 2023, for home improvement work to be performed on her outside porch.
54. The scope of work included sheet rocking, taping, and painting the porch ceiling, as well as washing the house and garage, repairing the roof, and addressing nail pops.
55. The total project cost was stated as \$2,890.00.
56. On or about August 14, 2023, the Respondent arrived at Complainant Kavanaugh's residence to commence the contracted work.
57. Only the first floor of the home was power washed, and a section of the home's siding was damaged from improper use of the power washer.



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58. On or about August 25, 2023, Complainant Kavanaugh was presented with and signed a second written contract outlining additional work. This work involved installing two boot stacks on the back of the house and repairing the left-center roof.
59. The total cost of the project is stated as \$995.00.
60. During the transaction, the parties verbally agreed that Respondent would install aluminum doors for a price of \$3500.
61. On or about August 30, 2023, two of Respondent's employees and/or representatives began work installing sheet rock over the existing ceiling in one of the second-floor rooms.
62. By the end of the day however, numerous issues were observed by Complainant Kavanaugh, indicating that the work did not meet industry standards.
63. Respondent's employees scratched the hardwood floors while moving furniture, failed to secure the sheetrock on two sides of the room, did not properly align the sheetrock with the molding, and left protruding screws.
64. On or about August 31, 2023, Respondent's employee and/or representative Dave Milroy (herein "Mr. Milroy") arrived at Complainant Kavanaugh's residence to tape the sheetrock and correct what was done incorrectly by the previous workers.
65. From about August 31, 2023, through September 17, 2023, Mr. Milroy arrived at Complainant Kavanaugh's residence to continue work on the ceiling at the Kavanaugh residence, however, the work remained incomplete by the termination of the contract on or about October 9, 2023.
66. Complainant Kavanaugh made numerous attempts at communicating with the Respondent up to the date of the contract termination on or about October 9, 2023, however, Respondent was largely unresponsive.
67. No work was performed on the roof, more than half of the power washing was not completed, and the ceiling remained unfinished.
68. On or about September 27, 2023, Complainant Kavanaugh filed a formal complaint with the DCP alleging violations of the Home Improvement and Home Solicitation Sales Act.
69. Respondent has failed to complete all contracted work with Complainant Kavanaugh.
70. Respondent failed to provide the date of transaction, provide notice of cancellation, and provide start/completion dates in the contract with Complainant Kavanaugh.



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71. Respondent failed to memorialize in writing the entire agreement and scope of work to be done for Complainant Kavanaugh.
72. Respondent failed to include the contractor's name, address, and registration number on the contract with Complainant Kavanaugh.
73. Any work completed by Respondent was not completed timely as promised in the contract with Complainant Kavanaugh.
74. Any work that was completed by Respondent on the contract with Complainant Kavanaugh was not performed in a workmanlike manner.
75. Complainant Kavanaugh has suffered an ascertainable financial loss of \$5,029.62
76. Respondent has not refunded Complainant Kavanaugh.
77. On or about February 21, 2024 the Department notified the Respondent of a compliance meeting scheduled for March 11, 2024, to which the Department received no response from the Respondent.
78. On March 11, 2024, the Department held its compliance meeting per Conn. Gen. Stat. § 4-182(c) to allow Respondent the opportunity to show compliance with all legal requirements to retain its registration. Respondent did not attend the meeting.
79. Additionally, on or about February 23, 2023, Respondent submitted an application for renewal of his credential and knowingly provided false information by attesting to untruthful answers on the online application.
80. Question #14 in the application specifically asks, "Have any court judgments or administrative orders been issued against you as a result of your home improvement activities in any state?". Despite having an Assurance of Voluntary Compliance issued, a Stipulated Agreement, three guaranty fund payouts against him, and three civil suits where the judge ruled in favor of the plaintiffs, Respondent inaccurately answered "No" to question #14.
81. As of April 25, 2024, Respondent failed to reimburse the Home Improvement Guaranty Fund with an outstanding balance of \$6,845.84.

IV. CONCLUSIONS OF LAW

Based on the allegations from the Department's complaint and the evidence it entered in support thereof, this Hearing Officer makes the following conclusions of law.

1. Respondent has been engaged in home improvement defined under Conn. Gen. Stat. §§ 20-419 and 20-420 since at least 2009.



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2. Respondent failed to comply with the following Home Improvement Act contracting requirements in violation of Conn. Gen. Stat. § 20-429(a)(1)(A) subsections (i), (ii), (iii), (iv), (v), (vi), and (vii).
3. Respondent also failed to comply with the following Home Solicitation Sales Act contracting requirements in violation of Conn. Gen. Stat. § 42-135a(1), (2), (3), and (5).
4. Respondent failed to reimburse the guaranty fund established pursuant to section 20-432 in violation of Conn. Gen. Stat. § 20-426(a)(3).
5. Respondent knowingly gave false evidence of a material nature to the commissioner for the purpose of procuring a certificate in violation of Conn. Gen. Stat. § 20-427(b)(2).
6. I further conclude that Respondent's business practices as demonstrated in this matter by the Department are of a misleading, deceptive, or defrauding nature to the public or the Commissioner pursuant to Conn. Gen. Stat. § 20-426(a)(1).
7. Respondent's actions in this matter, as demonstrated by the Department, constitute unfair and deceptive business practices pursuant to Conn. Gen. Stat. § 20-426(a)(4).
8. Finally, I conclude that all of the above violations of Title 20, Chapter 400 of the Connecticut General Statutes are per se violations of the Connecticut Unfair Trade Practices Act (CUTPA), Conn. Gen. Stat. § 42-110b (a), pursuant to Conn. Gen. Stat. § 20-427(c).

V. ORDERS

Based on the record concerning this matter, including refinements to the Prayer for Relief made at hearing, this Hearing Officer issues the following orders:

1. IT IS HEREBY ORDERED that a default judgment shall enter against the Respondent.
2. IT IS HEREBY ORDERED that a civil penalty in the amount of **\$1500** be assessed the Respondent for violations of Conn. Gen. Stat. §20-426(a)(4) By no later than thirty (30) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the Respondent shall make a payment online at <https://elicense.ct.gov> by logging in to Respondent's existing account using Respondent's personal login information, then clicking on "pay outstanding fees." No cash or checks will be accepted.
3. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 20-432(h), the Complainant **Kenneth Bastura** of **47 Jaffe Terrace, Colchester, CT**, be paid



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restitution by the Respondent in the amount of **\$10,480** by no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders. That amount represents restitution for damages incurred as a result of an unlawful contract entered into with the Respondent. By no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the Respondent shall email Attorney Vicky Bullock, at vicky.bullock@ct.gov, documentation showing that such restitution has been made to the Complainant.

4. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 20-432(h), the Complainant **Renne Rix** of **6 Rondaly Road, Amston, CT**, be paid restitution by the Respondent in the amount of **\$8,100** by no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders. That amount represents restitution for damages incurred as a result of an unlawful contract entered into with the Respondent. By no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the Respondent shall email Attorney Vicky Bullock, at vicky.bullock@ct.gov, documentation showing that such restitution has been made to the Complainant.
5. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 20-432(h), the Complainant **Alison Kavanaugh** of **533 Ridge Road, Wethersfield, CT**, be paid restitution by the Respondent in the amount of **\$5,029.62** by no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders. That amount represents restitution for damages incurred as a result of an unlawful contract entered into with the Respondent. By no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the Respondent shall email Attorney Vicky Bullock, at vicky.bullock@ct.gov, documentation showing that such restitution has been made to the Complainant.
6. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. §20-432, Respondent pay **\$6,845.84** to the Home Improvement Guaranty Fund by no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders. That amount represents an outstanding balance owed to the fund by Respondent. By no later than forty-five (45) days of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the Respondent shall email Attorney Vicky Bullock, at vicky.bullock@ct.gov, documentation showing that such payment has been made to the fund.
7. IT IS HEREBY ORDERED that the Respondent cease and desist from any further unfair and deceptive business practices that have been deemed by this decision to be violations of law pursuant to Conn. Gen. Stat. § 42-110d (d).



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8. IT IS HEREBY ORDERED that, pursuant to Conn. Gen. Stat. § 20-432(o), the Respondent's Registration Number HIC.0622777 shall be immediately revoked and not renewed until such time as the Guarantee Fund has been repaid in full by the Respondent.



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Dated this 9th day of August 2024.

/s/ Patricia Marealle

Patricia Marealle
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 30th day of August, 2024.

Bryan Cafferelli
Bryan Cafferelli
Commissioner