



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of:

Michael Roberts dba
Alpha Omega Construction/Builders
50 Myrtle Road
Jewett City, CT 06351-3527
HIC.0629962
Email: Rackem5859@gmail.com

Counsel for Respondent:
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Case No. 2022-1204

October 10, 2025

FINAL DECISION and ORDER

I. INTRODUCTION

This matter was commenced by an administrative complaint issued by the Department of Consumer Protection (“Department” or “DCP”) alleging Michael Roberts, D/B/A Alpha-Omega Construction/Builders (“Respondent”) violated the Home Improvement Contractors Act, Chapter 400 of Connecticut General Statutes (“Conn. Gen. Stat.”) §§ 20- 426(a)(1), (2), (4), and (5), 20-427(i), 20-429(a)(1)(A)(iii), (v), (vi), and (vii), Conn. Gen. Stat. Ch. 740, §§ 42-135a (1), (2), (3) and (5) of the Home Solicitation Sales Act, and Conn. Gen. Stat. Ch. 735a, § 42-110b, the Connecticut Unfair Trade Practices Act.

A formal administrative hearing opened on January 22, 2025, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Hearings continued for a total of five (5) days. Additional hearing dates were: March 13, 2025, May 7, 2025, May 21, 2025, and July 23, 2025. Respondent appeared self-represented in the first hearing but in the March 13, 2025 hearing, Respondent failed to appear. In the March 13, 2025 hearing, the Department made an oral motion for default, which was allowed after the Department provided satisfactory evidence of notice to Respondent of that hearing. On March 24, 2025, newly appointed counsel for Respondent filed a motion to vacate the default. On March 31, 2025, the Department filed its opposition thereto. On April 2, 2025, this hearing officer issued an interim decision allowing Respondent’s motion to

vacate, but limited it in time and scope. All evidence received in the January 22, 2025 hearing in which Respondent represented himself would not be re-heard or reconsidered, but Respondent could cross examine on anything from the March 13, 2025 hearing.

The Department presented 49 exhibits that were allowed into evidence and had 3 witnesses testify: Supervising Investigator Robert Pero, Special Investigator Brian Ferguson, and homeowner Joyce Lord - Jakobsen (“Lord – Jakobsen” or “Complainant”). Respondent testified on his own behalf and presented 6 exhibits that were allowed into evidence.

II. FINDINGS OF FACT

The below findings of fact are based on this hearing officer’s review of the record evidence.

1. The Department held a compliance meeting on June 3, 2024 for which notice was issued on May 7, 2024. DCP Exs. 6, 7, 7A.
2. Respondent appeared at the January 22, 2025 hearing¹ and participated in his own defense. *See* Teams recordings 1 – 3; 20250122_091254 (Jan. 22, 2025).
3. The Department issued notice of the March 13, 2025 hearing to Respondent on March 3, 2025. DCP Ex. 27, 27A, 27B.
4. Respondent failed to appear in the March 13, 2025 hearing. Tr. 1 & 2 (Mar. 13, 2025.)
5. The Department issued notice of the May 7, 2025 hearing on April 30, 2025. DCP Ex. 31.
6. The Department issued notice of the May 21, 2025 hearing on May 14, 2025. DCP Ex. 34.
7. The Department issued notice of the July 23, 2025 hearing on July 14, 2025. DCP Ex. 39.
8. At the time of hearing, Respondent Michael Roberts’ credential HIC.629962, which was first issued on March 9, 2011, was inactive due to non-renewal. DCP Ex. 8.
9. At some time at the end of 2022, Homeowner Joyce Lord - Jakobsen of 692 Beach Pond Road in Voluntown filed a complaint with the Department alleging, among other things, that Respondent performed incorrect work at her home on roof repairs and other work related to insurance claims from 2019. DCP Ex. 9A, Tr. 1 – 2:50:54 – 2:52:16.
10. The Department sent Respondent a 10-day response letter with Lord - Jakobsen’s complaint on December 16, 2025. DCP Ex. 9A.

¹ On January 22, 2025 there were technical issues with the Teams platform and no AI transcript was produced.

11. Problems with the roof/ceiling at Lord - Jakobsen's home have existed since at least 2013 when a kitchen refrigerator waterline that was run through the ceiling leaked. DCP Exs. 38, 42. Respondent remediated issues the insurance company identified, repaired the sunroom roof, and advised there would be future issues due to the low slope of the roof. DCP Ex. 38, 42.
12. On March 1, 2015, Lord - Jakobsen made an insurance claim and received a letter from SafeCo Insurance on March 20, 2015 in which the company evaluated damages to be \$17,533.82. Resp. Ex. A. The damages were related to excessive snow load and water damage. DCP Ex. 38, Resp. Ex. A.
13. Respondent was hired to remediate the damages related to the 2015 claim. Resp. Ex. A, DCP Ex. 38, 42. In March 2015, payment was issued to Respondent by SafeCo for the repairs from the March 1, 2015 storm pursuant to Lord - Jakobsen's direction to pay. Resp. Ex. A. At the same time Respondent also removed skylights, installed sheetrock on the ceiling, remediated mold, replaced windows and floors. *Id.*
14. Lord - Jakobsen experienced another loss on March 22, 2019, following a windstorm for which she made a claim to her insurance company. DCP Exs. 9, 9A, 11A, 42.
15. Following the March 22, 2019 storm, Lord - Jakobsen had an insurance adjuster evaluate the storm damage to her home on March 27, 2019; the loss was evaluated at \$29,851.65. Lord - Jakobsen was issued 3 payments from her insurance company between April 23, 2019 and July 24, 2019 totaling \$28,851.65 for roof and interior repairs. DCP Ex. 11A, 42, 9, 9A, Tr. 1 - 2:22:06 - 2:24:43 (Mar. 13, 2025). Of the \$28,851.65, one check dated March 9, 2019 in the amount of \$22,346.21 was issued in Michael Roberts' name "for payment of restricted escrow." DCP Ex. 9A. Other than the one check of March 9, 2019, the insurance company would issue payments to Lord - Jakobsen and she would pay Respondent. Tr. 1 - 2:22:06 - 2:24:43 (Mar. 13, 2025).
16. By email of April 23, 2019, Lord - Jakobsen authorized Respondent to speak with her insurance agent directly about her claim. DCP Ex. 37.
17. Respondent provided Lord - Jakobsen a contract agreement/proposal dated May 1, 2019 for storm damage roof replacement and interior repairs. DCP Ex. 9A, Resp. Ex. D. The scope of the work included installation work for shingles, a new roof vent boot, new drip edge, ice and water, ridge cap and cobra venting, debris removal, removing and replacing damaged ceiling in the rear bedroom, installing new sheetrock, and repainting ceiling and walls as needed. DCP Ex. 9A, Resp. Ex. D. The contract was executed on May 1, 2019 and its cost was \$29,851.65. DCP Ex. 9A.
18. Each party entered into evidence a different version of the May 1, 2019 contract. DCP Ex. 9A, Resp. Ex. D. The Department's entered into evidence Complainant's version, which is signed and dated but does not include a cancellation clause. The Respondent's version is neither signed nor dated and does include a cancellation clause. Resp. Ex. D. The cancellation clause in Respondent's version of the contract does not include

instructions on the process to cancel the contract. *Id.*, see also Conn. Gen. Stat. § 42-135a(2).

19. In the version of the May 1, 2019 contract with the cancellation clause, start and end dates are more specifically outlined, albeit without specific dates, than the version supplied without the cancellation clause. DCP Ex. 9A, Resp. Ex. D. Neither version of the May 1, 2019 contract lists specific dates for start and end of the project. *Id.*
20. By change order dated July 3, 2019, Respondent used the balance of funds remaining from the 2019 windstorm insurance claim to complete repairs on Lord - Jakobsen's bathroom. Tr. 1 - 34:02 – 1:08:43 (July 23, 2025), Resp. Ex. E, DCP Ex. 15.
21. Lord - Jakobsen paid \$1000 out of pocket for the deductible on the 2019 insurance claim. DCP Ex. 38, DCP Ex. 37, Tr. 1 – 2:26:45 – 2:27:05 (Mar. 13, 2025).
22. By the end of July 2019, all work was completed related to the 2019 claim and inspected by Anderson Adjusting, LLC. DCP Ex. 42.
23. Respondent did not obtain a building permit for the work he completed on Lord - Jakobsen's home in 2019. DCP Exs. 9, 9A.
24. Industry standard for workmanship warranty on a roof repair is one year. Tr. 1 - 37:34-38:03 (Mar. 13, 2025).
25. The Department's investigators visited Lord - Jakobsen's home on April 20, 2023 and March 2025. DCP Ex. 9, Tr. 1 – 1:53:25 – 1:55:02 (Mar. 13, 2025).
26. Lord – Jakobsen had other contractors replace her roof in 2023. Tr. 1 – 56:21 – 1:00:01 (March 13, 2023). The cost of the replacement was \$26,584. DCP Ex. 10A.
27. Lord - Jakobsen and Respondent had a friendship that existed beyond Respondent's role as a contractor at her home. Resp. Ex. G, DCP Ex. 38 At some point in 2022, that relationship broke down. DCP Ex. 41.

III. DISCUSSION AND CONCLUSIONS OF LAW

The Department issued proper notice of hearing for all five dates.

This lengthy proceeding included allegations and evidence of multiple repairs by the Respondent to the Complainant's home beginning more than a decade prior to when the matter came before me. After an extensive review of the evidence in the record, I find evidence of a friendship that has soured between the Respondent and Complainant. However, I find no evidence of conduct of Respondent's character being likely to mislead, defraud, or deceive the public or the commissioner, Respondent engaging in untruthful or misleading advertising, or Respondent's unfair or deceptive practices pursuant to Conn. Gen. Stat. § 20-426(a)(1), (2), or (5) as alleged by the Department.

On its face, Conn. Gen. Stat. § 20-427(c) states that a violation of the Home Improvement Contractor's Act is a per se violation of Conn. Gen. Stat. § 42-110b(a) (CUTPA); this has also been interpreted as such by the Connecticut Supreme Court. *See A. Segundo & Son, Inc. v. LoRicco*, 215 Conn. 336, 343 (1990). However, I found Respondent's argument persuasive that violations of the Home Improvement Contractor Act must link to the damages claimed to support a CUTPA violation. *See Abrahams v. Young & Rubicam*, 240 Conn. 300, 304 - 309 (finding a causal relationship is required to be established supporting that the violation was a substantial factor in the harm asserted; "but for" causation not sufficient to support a CUTPA claim.) To that end, regarding the violations I found below, I do not find permitting and contractual violations of Conn. Gen. Stat. §§ 20-426(a)(4), 20-427(i), 20-429(vi), and 20-429(a)(1)(a)(vii) have the requisite intersection with the damages claimed for a roof replacement and other interior repairs. There is no evidence demonstrating how having a permit for the roof repair would have impacted the damages alleged to have stemmed from the roof repair. Similarly, there is no evidence connecting any damages claimed to the contract's lack of a start and finish date or complete cancellation clause. As such, I have made no award for restitution.

Moreover, the record contains evidence of repeated issues from various causes with the roof beginning in at least 2013, and I am unable to isolate damages claimed related to the roof to any actions or inactions of the Respondent, as opposed to other intervening circumstances. Finally, I would echo Respondent's suggestion that Complainant's allegations, if proven, may have more properly been made under theories of breach of contract and negligence in the appropriate court of law as opposed to in an administrative hearing limited to the jurisdiction of the Department.

I therefore find the following violations of the Home Improvement Contractor and Home Solicitation Sales Acts for which Respondent is liable:

- a. Conn. Gen. Stat. § 20-426(a)(4) – engaging in home improvement work without a contract that fully complies with Conn. Gen. Stat. §20-429;
- b. Conn. Gen. Stat. § 20-427(i) – failure to obtain the applicable building permit prior to commencing work;
- c. Conn. Gen. Stat. § 20-429(vi) – failure of contract to contain a notice of the owner's cancellation rights in accordance with ch. 740; and
- d. Conn. Gen. Stat. § 20-429(a)(1)(a)(vii) – failure of contract to include start and completion date.

IV. ORDERS

Based on the record evidence, this hearing officer issues the following orders:

1. IT IS HEREBY ORDERED that Respondent shall be assessed a civil penalty in the amount of **\$2,000 (two thousand dollars)** for 4 violations listed in section III 3 a-d, above. **By no later than thirty (30) days** from 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. The

Department shall deposit the payment into the consumer protection enforcement account established in Conn. Gen. Stat. § 21a-8a.

2. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 20-432(o) that any application by Respondent for a certificate of registration as a home improvement contractor or any other licensure over which the Department has jurisdiction shall be denied until such time as this Order has been fully satisfied by the Respondent.

Dated this 10th day of October 2025

/s/ Julie Datres

Julie Datres
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 14th day of October, 2025.


Bryan Cafferelli

Commissioner