



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of Francis Gaetani d/b/a Simmons Brook Construction

Case Nos. 2023-97, 2023-210, 2023-417, 2025-67, and 2025-77

Credential No.: HIC.618769 (denied renewal 11/29/2017), HIC.654994 (denied renewal 8/30/2023)

229 Montgomery Road

Westfield, MA 01085

simmonsbrookconstruction@gmail.com

FINAL DECISION and ORDER

I. INTRODUCTION

This matter was commenced by an administrative complaint issued by the Department of Consumer Protection (“Department” or “DCP”) on June 3, 2025, alleging Francis Gaetani d/b/a Simmons Brook Construction (“Respondent”) violated the Home Improvement Contractors Act, Chapter 400 of Connecticut General Statutes (“Conn. Gen. Stat.”) §§ 20-334, 20-426(a)(1), (3), (4), and (5), 20-427(b)(2), (3), (5) and (8), 20-427(c), 20-427(i), 20-429(a)(1)(A)(iii), (iv), (v), (vi), (vii), and (viii), Conn. Gen. Stat. Ch. 740, §§ 42-135a (1), (2), (3), (5), and (6) 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 at 9:08 a.m. on June 24, 2025, with Zachary Alexander designated as hearing officer by the Commissioner of Consumer Protection. Respondent failed to appear at the hearing.

On June 3, 2025, the Department sent notice of the hearing and the complaint to the Respondent by USPS certified mail. Department Exhibits (“Ex.”) 1, 1A, and 3. The certified mailing was unable to be delivered because the Respondent had intentionally provided a nonexistent address in his second HIC license application and mail sent to Respondent’s previously provided addresses were also undeliverable. DCP Exs. 3, 6, 6A-F, 7, 7D, 7E, 8, 8A, 8B. This Hearing Officer found that the Department exhausted all reasonable attempts to serve Respondent via certified mail. On that same day, the Department also sent copy of the notice to Respondent by email, which was electronically confirmed as a completed delivery. DCP Exs. 2 and 2A. On June 12, 2025, the Department posted notice of the hearing on the Secretary of State’s public meetings calendar. DCP Ex. 4. Following the Department’s oral motion, an Order of Default entered against the Respondent.

II. FINDINGS OF FACT

The Department presented 53 Exhibits and had three witnesses, Angela Thorpe and Gwendolyn Holt, both consumers, as well as Special Investigator Brian Ferguson, available for testimony. All exhibits were allowed unopposed. The below findings of fact, as alleged in the

complaint, are deemed true based on the default ruling against the Respondent and review of the record evidence.

1. The Department issued notice of the June 24, 2025 hearing to Respondent on June 3, 2025. DCP Exs. 1–3.
2. Respondent was first licensed on October 24, 2007, doing business as Valley Home Solutions. DCP Ex. 8A. That license expired on November 30, 2016. *Id.*
3. Respondent received his second license on April 18, 2019, and that license was denied renewal on August 30, 2023. *Id.* There were, however, periods during that timeframe during which Respondent’s license had lapsed. DCP Exs. 1, 8, 8A, 8B.
4. At all times relevant, Respondent did business as Simmons Brook Construction. DCP Exs. 8 and 8B.
5. On or about February 16, 2022, Respondent entered into a contract (“Wyrostek Contract”) with Lorraine Wyrostek (“Complainant Wyrostek” or “Ms. Wyrostek”) to install new vinyl siding at Ms. Wyrostek’s property located at 36 Winton Road, East Windsor, CT. DCP Exs. 22, 23, and 24. The total cost of the Wyrostek Contract was \$10,800.
6. Respondent was not licensed at the time he entered into the Wyrostek Contract. Nor did Respondent obtain the required building permits. DCP Ex. 23.
7. Respondent collected a total of \$8,300 from Ms. Wyrostek but did not complete the project. Ms. Wyrostek subsequently paid another contractor \$8,300 to complete the project. DCP Ex. 1 and 24.
8. On or about April 4, 2023, Ms. Wyrostek filed a complaint with the Department. DCP Exs. 22, 23.
9. On or about September 12, 2022, Respondent entered into a contract (“Pikul Contract”) with Beverly Pikul (“Complainant Pikul” or “Ms. Pikul”) to install new siding at Ms. Pikul’s property located at 37 Winton Road, East Windsor, CT. DCP Exs. 1, 25 and 26. The total cost of the Contract was \$2,500. Respondent was not licensed at the time of the contract offer. *Id.*
10. On September 12, 2022, Complainant Pikul paid respondent \$1,750 by personal check. DCP Ex. 26. The check was made payable to Simmons Brook Construction and was endorsed by the Respondent. *Id.* Respondent never performed any work at Ms. Pikul’s residence. DCP Ex. 1,
11. On February 10, 2023, Complainant Pikul’s daughter sent a demand letter to Respondent via certified mail requesting a refund of Complainant Pikul’s deposit. Respondent never responded or returned the deposit. DCP Exs. 1, 25, 26.

12. On April 23, 2023, the East Windsor Police Department initiated a formal complaint against the Respondent regarding the Pikul Contract. *Id.*
13. On or about August 6, 2022, Respondent entered into a contract (“Thorpe Contract”) with Angela Thorpe (“Complainant Thorpe” or “Ms. Thorpe”) to install a new deck, patio, and lighting fixtures at Ms. Thorpe’s property located at 45 Pease Farm Road, Ellington, CT. DCP Exs. 9 & 9A. The total cost of the Contract was \$43,250. Respondent was not licensed at the time of the contract offer. DCP Exs. 1, 9.
14. On August 6, 2022, Complainant Thorpe paid Respondent \$5,000 by personal check. The check was made payable to Simmons Brook Construction and was endorsed by the Respondent. DCP Ex. 9.
15. Respondent began work around September 8, 2022. Respondent failed to obtain the proper permits prior to commencing work. DCP Ex. 1, 9.
16. Around September 12, 2022, following the request of Respondent Complainant Thorpe issued Respondent a \$10,000 check to purchase materials. The check was payable to Simmons Brook Construction and endorsed by the Respondent. DCP Ex. 9.
17. Around September 23, 2022, following the request of Respondent, Complainant Thorpe issued Respondent a \$10,000 check to purchase materials. The check was payable to Simmons Brook Construction and endorsed by the Respondent. *Id.*
18. Around October 21, 2022, following the request of Respondent, Complainant Thorpe issued Respondent a \$10,000 check to purchase materials. The check was payable to Simmons Brook Construction and endorsed by the Respondent. *Id.*
19. Around November 5, 2022, following the request of Respondent, Complainant Thorpe issued Respondent a \$10,000 check to purchase materials. The check was payable to Simmons Brook Construction and endorsed by the Respondent. *Id.*
20. Around November 5, 2022, following the request of Respondent, Complainant Thorpe issued Respondent a \$10,000 check to purchase materials. The check was payable to Simmons Brook Construction and endorsed by the Respondent. *Id.*
21. Complainant Thorpe paid Respondent a total of \$41,000 of the \$43,250 contract amount. *Id.*
22. Around December 6, 2022, Respondent abandoned the work at Complainant Thorpe’s home. DCP Exs. 1 and 9.
23. Respondent performed electrical work at Complainant Thorpe’s residence without being licensed to do so. Complainant Thorpe had to hire a licensed electrician to bring the work up to code. DCP Exs. 1, 9, and 9D.

24. Complainant Thorpe paid a total of \$10,941.39 in materials and labor costs to third-party contractors to bring the project up to code and complete the work Respondent left unfinished. DCP Exs. 9J.
25. Around January 30, 2023, Respondent entered into a contract (“Rocky Hill Contract”) with Gwendolyn Holt (née Mowell) (“Complainant Holt” or “Ms. Holt”) to finish the basement area, add a second story bedroom and bathroom, along with other minor repairs at Ms. Holt’s property located at 8 Hillside Avenue, Rocky Hill, CT. DCP Exs. 10 and 11. The total cost of the Contract was \$30,500. Respondent was licensed at the time of the contract offer. DCP Ex. 1.
26. Around January 30, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. DCP Ex. 12.
27. Respondent began work on the Rocky Hill Contract around February 22, 2023. DCP Ex. 1,
28. Around August 8, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. DCP Ex. 12.
29. Around August 11, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. *Id.*
30. Around August 23, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. *Id.*
31. Around August 29, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. The memo in this check reads “For Post Plumbing and Electric.” *Id.*
32. Around August 14, 2023, the Holts issued a \$5,000 check to Simmons Brook Construction. *Id.*
33. The Holts paid a total of \$30,000 to Respondent for this project. *Id.*
34. Respondent performed work on the Rocky Hill property after his credential had expired. DCP Ex. 1.
35. Respondent performed electrical work without possessing the required occupational license. DCP Ex. 1. This work had to be redone by a licensed electrician at an additional cost of \$2,286.53. DCP Ex. 14.
36. Respondent failed to obtain applicable building and construction permits prior to commencing work on the Rocky Hill property, which Complainant Holt had to later procure at an additional cost of \$125.30. DCP Exs. 1 and 13.

37. Respondent failed to properly install a required egress window in the basement of the Rocky Hill Home. Ms. Holt hired another contractor to install the proper window at a cost of \$3,130.00. DCP Ex 16, Trans. 2:43 – 2:46.
38. On March 28, 2024, Ms. Holt filed a complaint with the Department. DCP Ex. 10.
39. Around January 30, 2023, Respondent entered into a contract (“Holt Contract”) with Joshua and Gwendolyn Holt (née Mowell) (collectively, “the Holts”) to install a new roof and flooring, upgrade plumbing and electrical work, finish the basement area, and replace and upgrade plumbing and HVAC components at the Holt’s property located at 914 Saybrook Road, Middletown, CT (“Middletown Property”). DCP Exs. 1, 17, 18. The total cost of the Contract was \$31,200. Respondent was licensed at the time of the contract offer. DCP Ex. 1.
40. Around January 30, 2023, Joshua Holt applied for and received a loan from Homebridge Financial for \$31,200; a check was issued by Homebridge Financial and given to the Respondent. DCP Exs. 1, 18.
41. Respondent failed to complete all of the agreed-upon work, including failing to install code-compliant windows in the basement of the Middletown property. DCP Exs. 1, 17, 21.
42. Respondent performed electrical work by running wires from the first floor to the basement. Respondent did not possess the required occupational license to perform this work. This work did not meet code requirements. DCP Ex. 1, 15, 17.
43. The Holts paid a third-party contractor \$829.53 to correct the electrical work. DCP Ex. 21A.
44. Around May 9, 2023, the Holts issued Respondent a \$3,000 check addressed to the business name of Simmons Brook Construction. DCP Ex. 19. This was for work outside of the original contract, including the replacement of the front door and rotten material surrounding the door. Trans. 3:04 – 3:07. The rotten material was not removed, and the replacement door was not properly installed and was not in compliance with local building code. DCP Ex. 21B. The estimated cost to repair the rotten wood and install the correct sized door exceeds the \$3,000 paid to Respondent. DCP Ex. 21B.
45. Simmons Brook Construction was owned by Respondent. DCP. Ex. 1. The HIC registration associated with Simmons Brook Construction was denied renewal on November 29, 2017, due to outstanding Guaranty Fund claims. *Id.* Around August 30, 2023, Respondent’s HIC credential HIC.654994, was denied renewal due to outstanding Guaranty Fund claims. Respondent continued to perform work on the after his credential had expired. *Id.*, DCP Ex. 8B.

46. The Holts paid a total of \$34,200 to Respondent for this project. DCP Exs. 1, 17, 18, 19.
47. Respondent failed to obtain applicable building and construction permits prior to commencing work on the Holts' property. DCP Exs. 1 and 20.
48. The Holts paid \$400.28 to obtain the necessary building permits. DCP Ex. 20.
49. On January 22, 2025, Joshua Holt filed a complaint with the Department. DCP Ex. 17.
50. In all five cases, Respondent failed to furnish the complainants with a fully completed receipt or copy of all contracts and documents pertaining to such sale at the time of its execution; failed to furnish each buyer with a notice of cancellation; failed to, before furnishing copies of the "Notice of Cancellation" to the buyer, complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation; failed to inform each buyer, orally, at the time such buyer signs the contract or purchases the goods or services, of such buyer's right to cancel; and misrepresented the buyer's right to cancel. DCP Exs. 1, 9, 10, 17, 26, 28
51. Respondent made the following false statements in his April 17, 2019 HIC license application.
 - a. He applied with an incorrect spelling of his last name, Gaetanii, rather than the correct Gaetani.
 - b. He listed a nonexistent business address of 229 Montgomery Road, Enfield, CT 06082. Respondent's actual address was 229 Montgomery Road, Westfield, MA 01085.
 - c. He incorrectly listed his date of birth as 1/10/1985.
 - d. He falsely answered "no" to having any felony convictions or prior violations of the Home Improvement Act.
 - e. He falsely answered "no" to having previously held a Connecticut home improvement contractor or salesperson registration.
52. As of April 21, 2025, Respondent owed \$25,118.01 to the Guaranty Fund.
53. On August 15, 2023, the Department sent notice to Respondent of a compliance meeting scheduled for September 11, 2023 to discuss both the Wrostek, Thorpe and Pikul cases. DCP Ex. 6. The compliance meeting notice was sent to Respondent by USPS certified and first-class mail, as well as by email. DCP Exs. 6A-6F.
54. On April 22, 2025, the Department sent notice to Respondent of an additional compliance meeting scheduled for May 8, 2025, to discuss the Holts' cases and Respondents alleged falsification of his application. DCP Ex. 7. The compliance

meeting notice was sent to Respondent by USPS certified and first-class mail, as well as by email. DCP Exs. 7A-7E.

55. Respondent did not attend either of the scheduled compliance meetings.

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. The Department served Respondent with proper notice of the June 24, 2025 hearing.
2. Respondent engaged in work as a home improvement contractor, as defined under Conn. Gen. Stat. §§ 20-419, 20-420, 20-427 at all times relevant to this matter.
3. The Respondent violated the following provisions of the Home Improvement Contractor, Home Solicitation Sales Acts, and the Unfair Trade Practices Act:
 - a. Five counts under Conn. Gen. Stat. § 20-426(a)(1) (engaging in Conduct of a character likely to mislead, deceive or defraud the public or the commissioner);¹
 - b. Five counts under Conn. Gen. Stat. § 20-426(a)(4) (engaging in unfair or deceptive business practices);²
 - c. Five counts under Conn. Gen. Stat. §20-426(a)(5) (violating provisions of the general statutes relating to home improvements or any regulation adopted pursuant to any of such provisions.);³
 - d. One count under Conn. Gen. Stat. § 20-427(b)(8) (failing to refund Complaint's payment in full after not completing any work);⁴
 - e. Four counts under Conn. Gen. Stat. § 20-427 (i) (commencing work without obtaining each applicable building or construction permit);⁵
 - f. Five counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(vi) (failing to provide a contract with notice of the owner's cancellation rights in accordance with the provisions of chapter 740);⁶
 - g. Five counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(vii) (failing to provide a contract with a starting date and completion date);⁷

¹ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Paras. 6, 7, 10, 15, 22, 35, 36, 41, 47, and 50.

² Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Paras. 6, 7, 10, 15, 22, 35, 36, 41, 47, and 50.

³ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Para. 50.

⁴ Pikul Complaint. See Findings of Fact Paras. 10, 11.

⁵ Wyrostek, Thorpe, and Holt Complaints. See Findings of Fact Paras. 6, 15, 36, and 47.

⁶ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Para. 50.

⁷ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Para. 50.

- h. Five counts under Conn. Gen. Stat. §42-135a(2) (failing to provide the buyer at the time of contracting a notice of cancellation);⁸
- i. Five counts under Conn. Gen. Stat. §42-135a(3) (Failing to complete a notice of cancellation for the particular contract entered into);⁹
- j. Five counts under Conn. Gen. Stat. § 42-110b(a) (engaging in unfair or deceptive acts or practices in the conduct of trade or commerce.).¹⁰

V. ORDERS

Based on the record evidence and the Department's Prayer for Relief, 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 pursuant to Conn. Gen. Stat. § 21a-7(a)(2)(B) the Respondent shall pay the four Complainants by **no later than thirty (30) days** of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders as follows:
 - a. **\$6,300 by certified check or money order payable to Lorraine Wyrostek, sent to 36 Winton Road, East Windsor, CT 06088; and**
 - b. **\$1,750 by certified check or money order payable to Beverly Pikul, sent to 37 Winton Road, East Windsor, CT.**
 - c. **\$8,691.39 by certified check or money order payable to Angela Thorpe, sent to 45 Pease Farm Road, Ellington, CT 06029.**
 - d. **\$9,271.64 by certified check or money order payable to Gwendolyn and Joshua Holt, sent to 914 Saybrook Road, Middletown, CT 06457.**

These amounts represent restitution for damages incurred from the Respondent's actions as cited above. **Proof of payment and mailing shall be sent to Attorney Vicki Bullock at vicky.bullock@ct.gov within three days of each payment's mailing.**

3. IT IS HEREBY ORDERED that Respondent shall be assessed a civil penalty in the amount of **\$10,500 (ten thousand five hundred dollars)** for violations listed in section IV a-o, above. **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

⁸ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Para. 50.

⁹ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Para. 50.

¹⁰ Wyrostek, Pikul, Thorpe and Holt Complaints. See Findings of Fact Paras. 6, 7, 10, 15, 22, 35, 36, 41, 47, and 50.

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.

4. 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).
5. 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 and the Guarantee Fund has been repaid in full.

Dated this 12th day of September 2025

/s/ Zachary Alexander

Zachary Alexander
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 18th day of Sept, 2025.


Bryan Cafferelli
Commissioner