



## STATE OF CONNECTICUT

### BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

#### In the Matter of

4 Aces Home Improvement, LLC  
71 Doman Drive  
Torrington, CT 06790 - 3417  
HIC.0658623  
Email: 4aceshome@gmail.com

Case Nos. 2021-367, 2021-985, 2022-779, 2022-283

November 6, 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 4 Aces Home Improvement, LLC (“Respondent”) violated the Home Improvement Contractors Act, Chapter 400 of Connecticut General Statutes (“Conn. Gen. Stat.”) §§ 20-426(a)(1), (3), (4), and (5), 20-427(b)(3), (5), (7), and (8), 20-427(i), 20-429(a)(1)(A)(ii), (iii), (iv), (v), (vi), (vii), and (viii), 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 was held over two days, July 30 and August 6, 2025, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Respondent did not appear at the hearing on either date. On July 30, 2025, following the Department’s oral motion and receipt of evidence related to notice, an Order of Default entered against the Respondent. The hearing proceeded as to evidence on damages.

On October 9, 2025, after reviewing record evidence not raised at hearing, this hearing officer reopened the record and issued a briefing prompt related to the property from Case Number 2022-779 and whether it, as an “assisted living facility,” qualified for relief under the Home Improvement Contractor Act § 20-419 (5) and (9). The Department timely filed its response. Respondent did not respond to the prompt. This is discussed below in the findings of fact and conclusions of law.

#### **II. FINDINGS OF FACT**

The Department presented 41 Exhibits and had 6 witnesses available to testify: Special Investigator Mark Allen, Supervising Special Investigator Robert Pero, Homeowner Marianne

Arrigone Russo, Homeowner Bryan Grant, Homeowner Emily Slattery, and Homeowner Sherihan Sedrak. All exhibits were allowed. 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 July 30, 2025 hearing to Respondent on July 7, 2025. DCP Exhibits (“Ex.”) 1, 2, 3, 3A. On July 14, 2025, the Department posted notice of the July 30, 2025 hearing on the Secretary of State’s public meetings calendar. DCP Ex. 4.
2. The Department issued notice of the August 6, 2025 hearing to Respondent on July 31, 2025. DCP Ex. 17A. On August 1, 2025, the Department posted notice of the August 6, 2025 hearing on the Secretary of State’s public meetings calendar. DCP Ex. 17.
3. Respondent’s home improvement contractor registration is currently inactive but was active at all times relevant to the four cases covered in the hearing and complaint. DCP Ex. 8.
4. There were two agents of Respondent active at various points throughout all four complaints: Alissa Bateman, who was principal member of 4 Aces Home Improvement, LLC from its inception on May 27, 2020 through her removal on April 2, 2022. DCP Ex. 9. Joseph Smith became the principal member of 4 Aces Home Improvement, LLC on April 2, 2022. *Id.* Mr. Smith never has held a home improvement contractor or salesperson credential. *Id.*

#### **The Russo-Arrigone contracts**

5. Respondent entered into two contracts with Marianne Russo-Arrigone and her spouse of 1459 Dunbar Hill Road, Hamden, CT, on April 26, 2021 and May 3, 2021. DCP Ex. 9. The first contract (“Russo-Arrigone Contract 1”) was to remove and replace clapboards on the exterior of the home. *Id.* The second contract (“Change Order”), was for the same scope of work as the original contract but added additional materials. *Id.*
6. The total price of the Russo-Arrigone Contract 1 was \$3,891.50. *Id.* The Russo-Arrigone Contract 1 was executed by Alissa Bateman. *Id.* The Russo-Arrigone Contract 1 did not include the registration number, a cancellation clause, or Respondent’s address
7. The total cost of the Change Order was \$5,057.50, adding \$1,166 to the Russo-Arrigone Contract 1. *Id.* Joseph Smith executed the Change Order on behalf of the Respondent. *Id.* The Contract and Change Order did not include Respondent’s registration number, address, or a cancellation clause. *Id.*
8. On April 26, 2021, Ms. Russo-Arrigone paid respondent \$1,851.50 toward the balance of the Russo Contract 1. *Id.*

9. On May 3, 2021, Ms. Russo-Arrigone paid Respondent \$1,000 toward the balance of the Change Order. *Id.*
10. Respondent had a contractor begin work on the Russo-Arrigone project, but the contractor quit. *Id.* The next contractor to work on the Russo-Arrigone under the Change Order did not complete the contracted work and performed work incorrectly; siding was installed upside down, among other issues. *Id.*; Tr. 1 – 43:10 – 45:26 (July 30, 2025) Ms. Russo-Arrigone had to hire another contractor for an additional \$3,054 to correct the work that Respondent did not complete or completed incorrectly. DCP Ex. 9.
11. Ms. Russo-Arrigone and her spouse sent Respondent a demand letter dated September 7, 2023. *Id.* Respondent never responded to or reimbursed Ms. Russo-Arrigone. *Id.*
12. Ms. Russo-Arrigone and her spouse filed a complaint with the Department on June 8, 2021. *Id.*
13. The Department sent Respondent a 10-day letter on September 7, 2023. *Id.*
14. The Department held a compliance meeting for the Russo-Arrigone matter on December 2, 2024. *Id.*, DCP Ex. 6. Notice of that meeting was issued to Respondent on November 12, 2024. DCP Exs. 6, 6A-6D.

#### **The Grant contract**

15. Respondent entered into a contract with Bryan Grant of 28 Beacon Steet, Beacon Falls, CT, on September 17, 2021. DCP Ex. 10. The contract (“Grant Contract”) was to remove and replace a door and to renovate the kitchen. *Id.*
16. The total price of the Grant Contract was \$11,537.56. *Id.* The Grant Contract was executed by Alissa Bateman. *Id.*
17. Mr. Grant paid Respondent \$4,899 by two Venmo transactions dated September 17, 2021. DCP Ex. 10.
18. Respondents performed some work at Mr. Grant’s home but the slider door that Respondents installed did not function properly and a window Respondents framed was done with the wrong material. DCP Ex. 10. Respondents also failed to appear for 6 of the 9 days they were scheduled to be on the job. *Id.* Due to the combination of the two factors, Mr. Grant lost confidence in Respondents and terminated the contract. *Id.*
19. Respondent did not reimburse or attempt to rectify work at Mr. Grant’s home. *Id.*
20. Mr. Grant has requested reimbursement of \$2,970.43, which is the amount he agreed upon with Respondents but they never reimbursed him. Tr. 1 – 1:53:33 – 1:54:55.

21. Mr. Grant filed a complaint with the Department on December 8, 2021. DCP Ex. 10.
22. The Department sent Respondent a 10-day letter on August 24, 2023. *Id.* Respondent has not communicated with the Department regarding Mr. Grant's case. *Id.*
23. The Department held a compliance meeting for the Grant matter on December 2, 2024. *Id.*, DCP Ex. 6. Notice was issued on November 12, 2024 to Respondent. DCP Exs. 6, 6A-6D.

### **The Slattery contract**

24. On April 24, 2022, Respondent entered into a contract with Emily Slattery for a property at 211 Woodbury Road, Watertown, CT. DCP Ex. 11.
25. The property at 211 Woodbury Road in Watertown is a 6-occupant assisted elderly living home and adult day center. DCP Ex. 11, DCP Late Filed Exhibits (LFE) B and G. The property is known as "Old Glory Days." DCP LFE Ex. D
26. In June of 2022 the Town of Watertown approved rezoning of the property by special permit at Old Glory Days to senior home and adult day center. DCP LFE B and G.
27. The Department of Public Health issued a license to Old Glory Days as an assisted living service facility. DCP LFE D.
28. I find Old Glory Days to be a mixed used property; it is not solely an assisted living facility comprising private residences pursuant to Conn. Gen. Stat. § 20-419 (5) and (9) but also an adult day center, which is a non-residential use. DCP LFE B and G.
29. The contract ("Slattery Contract") was to install a stand-up shower insert and a wooden deck with aluminum railings. DCP Ex. 11. The Slattery Contract was not itemized. *Id.*
30. The total price of the Slattery Contract was \$29,446.33. DCP Ex. 11. The Slattery Contract was executed by Joseph Smith. *Id.*
31. On April 27, 2022, Ms. Slattery paid respondent \$12,091.33 toward the balance of the Slattery Contract.
32. Respondent completed minimal work toward the completion of the contracted work. DCP Ex. 11. Prior to the completion of the contracted work, Respondent informed Ms. Slattery that he would not be returning to complete the project. *Id.*
33. Respondent failed to reimburse Ms. Slattery any of her deposit. DCP Ex. 11.
34. Ms. Slattery received an estimate of \$6,000 for the completion of the bathroom work from another contractor. DCP Ex. 11D., Tr. 1 – 2:24:19 – 2:26:49 (July 30, 2025).

35. Ms. Slattery complained about Respondent to Watertown Police Department on June 2, 2022. DCP Ex. 11. Watertown Police Department issued an arrest warrant for the agent of Respondent who entered into contract with Ms. Slattery, Joseph Smith. *Id.* On August 23, 2022, Joseph Smith turned himself into Watertown Police Department and was charged with violating Conn. Gen. Stat. § 53a-123; larceny in the second degree. *Id.*
36. Ms. Slattery filed a complaint with the Department on August 24, 2022. DCP Ex. 11.
37. On March 7, 2023, the Department sent Respondent a 10-day letter to which it received no response. DCP Ex. 11.
38. The Department held a compliance meeting for the Slattery matter on December 2, 2024. *Id.*, DCP Ex. 6. Notice was issued to Respondent of that meeting on November 12, 2024. DCP Exs. 6, 6A-6D.

#### **The Sedrak contract**

39. Respondent entered into a contract with Sherihan Sedrak (“Sedrak Contract”) of 1789 Fence Row Drive, Fairfield, CT, on January 3, 2022. DCP Ex. 12.<sup>1</sup> The scope of work that Respondents’ contracted to do was extensive, including work on the kitchen, dining room, pantry, living room, mudroom, in-law suite, bedrooms, bathrooms, basement, and deck. *Id.*, Tr. 9:30 - 14:13 (Aug. 6, 2025).
40. The total price of the Sedrak Contract was \$342,659.98. DCP Ex. 12, Tr. 9:30 - 14:13 (Aug. 6, 2025).
41. Respondents entered into a second contract (“Basement Contract”) with the Sedraks for basement renovations around January 13, 2022. DCP Ex. 13, Tr. 7:03 - 9:14 (Aug. 6, 2025). The total cost of the Basement Contract was \$15,315.20. DCP Ex. 13.
42. Between January 1, 2022 and February 28, 2022, Ms. Sedrak made 4 payments to respondents totaling \$137,880 toward the balance of the Sedrak and Basement Contracts. DCP Exs. 12 & 13.
43. Respondents performed minimal work on the Sedrak and Basement Contracts in comparison to the scope of work in the contracts. *Id.* Respondents or their workers only came to the Sedrak residence a few hours a day for approximately 20 days. *Id.*
44. Respondents completed demolition of certain areas of the Sedrak’s home that the Sedraks did not authorize and were not included in any contract. Tr. 2 –19:20 - 21:21
45. Respondents continued to ask the Sedraks for more money toward the contract balance despite not having completed the work already paid for or providing a timeline for

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<sup>1</sup> There is a different, incomplete, and unsigned version of this contract also in evidence as DCP Ex. 14 Tr. 9:30 - 14:13 (Aug. 6, 2025)

completion. *Id.* Finally, the Sedraks stopped responding to the Respondents' demands for additional payment and lost confidence in Respondents' ability to complete the scope of work contracted for. *Id.*

46. Respondents failed to reimburse any of the money paid toward the Sedrak and Basement Contracts.
47. Ms. Sedrak filed a complaint with the Department some time prior to August 24, 2023. DCP Ex. 12.
48. The Department issued a 10 day letter to Respondents on August 24, 2023 to which Respondents did not reply. DCP Ex. 12.
49. The Department held a compliance meeting for the Sedrak matter on June 27, 2025. DCP Ex. 7. Notice was issued to Respondent of that meeting on June 12, 2025. DCP Exs. 7, 7A-7C.

### III. CONCLUSIONS OF LAW

Based on the allegations from the Department's complaint and the evidence in support thereof and in response to the Briefing Prompt, this hearing officer makes the following conclusions of law.

1. The Department served Respondents with proper notice of the July 30 and August 6, 2025 hearings.
2. Respondents engaged in work as a home improvement contractor, as defined under Conn. Gen. Stat. §§ 20-419, 20-420, and 20-427 at all times relevant to this matter.
3. Regarding Case Number 2022 – 799 only (the Slattery Contract), I find the contracted work on the bathroom shower insert is work falls under the jurisdiction of the Home Improvement Contractor Act as part of a private residence area of Old Glory Days.
4. Regarding Case Number 2022 – 799 only (the Slattery Contract), I find the work on the deck is not work on a private residence area of Old Glory Days is beyond the jurisdiction of the Home Improvement Contractor Act. The deck can be used by Ms. Slattery's clients beyond residents, such as those coming to the property for adult day care purposes.
5. Regarding Case Number 2022 – 799 only (the Slattery Contract), due to conclusions 3 and 4, above, the restitution award for that case is \$6,000. As the Slattery Contract did not independently value the two separate scopes of work for the deck and bathroom, I relied on the second contractor's estimate to arrive at a fair value for the bathroom work.

6. Respondents violated the following provisions of the Home Improvement Contractor, Home Solicitation Sales, and the Unfair Trade Practices Acts:

- a. Four 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);
- b. One count under Conn. Gen. Stat. § 20-426(a)(3)(failure to reimburse guaranty fund);
- c. Three counts under Conn. Gen. Stat. § 20-426(a)(4) (engaging in home improvement work without the required provisions being included in contract for all contracts other than Grant);
- d. Four counts under Conn. Gen. Stat. § 20-426(a)(5) (unfair and deceptive business practices);
- e. Four counts under Conn. Gen. Stat. § 20-427(b)(3)(Joseph Smith falsely representing himself as a registered contractor);
- f. Two counts under Conn. Gen. Stat. § 20-427(b)(5)(Joseph Smith offering to make home improvements for Slattery and Sedrak without being registered);
- g. One count under Conn. Gen. Stat. § 20-427(b)(8)(Failure to refund following a written demand pursuant to this section for Russo-Arrigone);
- h. Three counts under Conn. Gen. Stat. § 20-427(i)(Failing to obtain a building permit for all contracts other than Sedrak);
- i. Three counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(v)(failure to include the name and address of the contractor for the Russo-Arrigone, Slattery, and Sedrak contracts);
- j. Three counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(vi) (failing to provide notice of the owner's cancellation rights in accordance with the provisions of chapter 740 for all contracts other than Grant);
- k. Two counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(viii)(lack of a registered contractor or salesperson entering into contracts with Slattery and Sedrak);
- l. Four counts under Conn. Gen. Stat. § 42-135a(5)(failing to provide an oral notice of cancellation); and
- m. Four counts under Conn. Gen. Stat. § 42-110b(a) (engaging in unfair or deceptive acts or practices in the conduct of trade or commerce.)

#### IV. 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 Respondents.
2. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 21a-7(a)(2)(B) the Respondents shall pay the below-listed homeowners by **no later than thirty (30) days** from the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders:
  - a. **Marianne Russo-Arrigone: \$2,851.50** (Two thousand eight hundred fifty one dollars and fifty cents) by **certified check or money order** payable to Marianne Russo-Arrigone, 1459 Dunbar Hill Road, Hamden, CT 06514.
  - b. **Bryan Grant: \$2,970.43** (Two thousand nine hundred seventy dollars and forty three cents) by **certified check or money order** payable to Bryan Grant, 28 Beacon Street, Beacon Falls, CT 06403.
  - c. **Emily Slattery: \$6,000 (six thousand dollars)** by **certified check or money order** payable to Emily Slattery, 211 Woodbury Road, Watertown, CT 06795.
  - d. **Sherihan Sedrak \$137,880<sup>2</sup> (one hundred thirty seven thousand eight hundred eighty dollars)** by **certified check or money order** payable to Sherihan Sedrak, 1789 Fence Row Drive, Fairfield, CT 06824.

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

3. IT IS HEREBY ORDERED that Respondent shall be assessed a civil penalty in the amount of **\$19,000 (nineteen thousand dollars)** for **38** violations listed in section III 3 a-m, 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 **Respondents 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.**

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<sup>2</sup> As stated on the Department's complaint form, should Respondent not satisfy the restitution order, Conn Gen Stat § 20-432 (l) limits recovery under the guaranty fund ("In no event shall any payment out of said guaranty fund be in excess of twenty-five thousand dollars for any single claim by an owner ")

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 Respondents 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 Respondents and the Guarantee Fund has been repaid in full.

Dated this 7th day of November 2025

/s/ Julie Datres

Julie Datres  
Staff Attorney  
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 19<sup>th</sup> day of Nov, 2025.

Bryan Cafferelli  
Bryan Cafferelli  
Commissioner