



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of

Brett Lefevre
Sunlight Construction, Inc.
PO Box 748
Avon, CT 06001
NHC.76
Email: amy@sunlightconstruction.com

Case No. 2024-406

June 26, 2026

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 Sunlight Construction, Inc. (“Respondent”) violated the New Home Construction Contractors Act, Chapter 399a of Connecticut General Statutes (“Conn. Gen. Stat.”) and Conn. Gen. Stat. Ch. 735a, § 42-110b, the Connecticut Unfair Trade Practices Act.

A formal administrative hearing was held on May 5, 2026, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Respondent did not appear at the hearing and 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. Following the close of hearing, this hearing officer issued two briefing requests to the Department, both of which the Department timely complied. Following the Department’s second submission on May 27, 2026, the record closed.

II. FINDINGS OF FACT

The Department presented 17 Exhibits and had 3 witnesses who testified: Supervising Special Investigator Robert Pero and Consumers Elizabeth Krispien and Timothy LaCroix. 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. On March 24, 2026, the Department issued notice of a compliance meeting scheduled for April 9, 2026. DCP Ex. 10.
2. The Department sent the compliance meeting notice to the email address supplied by the Respondent in the Department's e-license system. DCP Exs. 10, 12. The email notice was returned as not able to be delivered. DCP Ex. 10.
3. The Department issued notice of the May 5, 2026 hearing to Respondent on April 13, 2026. DCP Ex. 13. On April 22, 2026, the Department posted notice of the May 5, 2026 hearing on the Secretary of State's public meetings calendar. DCP Ex. 17.
4. The Department sent the hearing notice to the email and physical addresses supplied by the Respondent in the Department's e-license system. DCP Exs. 12, 13. The email was undeliverable and the certified mailing was returned not deliverable as addressed and unable to forward. DCP Ex. 13.
5. William A. Ferrigno was the president of Sunlight Construction, Inc. DCP Exs. 2, 5, 11, 16.
6. Brett Lefevre was a principal member of Sunlight Construction, Inc., but was removed in August 2023. DCP Exs. 16, 11.
7. Respondent's new home construction contractor registration expired on September 30, 2023, but that was active at all times relevant for this case. DCP Exs. 12, 16.
8. On July 14, 2025, the Secretary of State issued Respondent a notice of dissolution for failure to file an annual report. DCP Ex. 14.
9. Multiple complaints have been filed with the Department against this Respondent. Tr. 16:59 - 19:47, DCP Ex. 16. The Department referred cases against this Respondent to the Office of the Attorney General, and he was arrested by the state and several municipal police departments. Tr. 19:47 – 20:56.
10. Respondent entered into a contract (the "Land Only Purchase and Sale Agreement") with Timothy J. Lacroix and Elizabeth Anne LaCroix of 204 Strickland Street, Glastonbury, Connecticut 06033 for a property known as Lot 5310110 Windsor Court, Avon, Connecticut on June 11, 2022. DCP Ex. 2, Tr. 30:43 – 36:22. Respondent entered into a second contract (the "Construction Contract") with Timothy J. Lacroix and Elizabeth Anne LaCroix on June 11, 2022. *Id.*
11. The total cost of the Land Only Purchase and Sale Agreement was \$200,000. DCP Ex. 2. The total cost of the Construction Contract was \$499,700. *Id.*
12. Timothy J. Lacroix and Elizabeth Anne LaCroix each paid Respondent \$50,000 toward the balance of the Land Only Purchase and Sale Agreement. DCP Exs. 2, 3, Tr. 36:20 – 38:43; 50:03 -52:50.

13. By email dated October 17, 2022, Respondent communicated to the LaCroixs' that the project was significantly delayed and offered a refund, among other options. DCP Ex. 15.
14. On March 3, 2023, Timothy J. Lacroix and Elizabeth Anne LaCroix entered into a settlement agreement with Respondent. DCP Ex. 5. Respondent refunded only \$10,000 to the LaCroixs', which they accepted in payments of \$5000 each. DCP Ex. 9, Tr. 41:37 – 42:22; 45:55 – 47:27.
15. At the time of contracting with the Respondent, Timothy J. Lacroix and Elizabeth Anne LaCroix were married. Tr. 30:43 – 32:40. At the time of hearing, Timothy J. Lacroix and Elizabeth Anne LaCroix were divorced and former Ms. LaCroix now goes by Elizabeth Krispien. *Id.*
16. On May 17, 2024, the Department sent Respondent a 10-day letter with the LaCroixs' complaint. DCP Ex. 8.
17. On May 22, 2024, Elizabeth Krispien and Timothy LaCroix sent Respondent a demand letter for the remaining \$90,000 owed to them. DCP Ex. 6.
18. Respondent died on February 6, 2026. Tr. 20:22 – 21:05, DCP Ex. 7.
19. Respondent never fully refunded Ms. Krispien's and Mr. LaCroix's deposit. Tr. 45:31 - 46:57.

III. DISCUSSION AND CONCLUSIONS OF LAW

This case is quite troubling with allegations against the Respondent that rose to the level of criminal prosecution by the Attorney General. Additionally, it is clear to see the frustration of the consumers left with few options as the principal agent of the Respondent died earlier this year and the business itself had essentially evaporated. Also, the matter presented unusual issues regarding whether the contract fell under the definition of “contract” in Conn. Gen. Stat. § 20-417a (3),¹ which in turn resulted in this hearing officer issuing briefing prompts to the Department. The consumers contemporaneously executed the Land Only Purchase and Sale Agreement and the Construction Contract, but had paid only a deposit on the Land Only Purchase and Sale Agreement. Following closer review of the Departments filings and the contracts, this hearing officer concurs with the Department's analysis that the manner in which the contracts were drafted demonstrates intent that the contracts were to be construed in tandem and that each instrument is contingent upon the other. It is impossible to satisfy one contract without satisfying the other and in turn breach of one contract results in breach of the other.

¹ “‘Contract’ means any agreement between a new home construction contractor and a consumer for the construction or sale of a new home or any portion of a new home prior to occupancy[.]”

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

1. The Department served Respondent with proper notice of the May 5, 2026 hearing.
2. Respondent engaged in work as a new home construction contractor, as defined under Conn. Gen. Stat. § 20-417a (5) at all times relevant to this matter.
3. Respondent violated the following provisions of the New Home Construction Contractors, and the Unfair Trade Practices Acts:
 - a. One count under Conn. Gen. Stat. § 20-417c(1) (failure to comply with any provision of 20-417a-20-417j);
 - b. One count under Conn. Gen. Stat. § 20-417c(3) (engaging in conduct of a character likely to mislead, deceive or defraud the public or the commissioner);
 - c. One count under Conn. Gen. Stat. § 20-417c(6)(engaged in unfair or deceptive business practices under section (a) of section 42-110b);
 - d. One count under Conn. Gen. Stat. § 20-417c(7)(failure to timely complete any task, as specified in a written contract of sale);
 - e. One count 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 Respondent.
2. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. §§ 20-417g, 42-110d, and 20-417i, the Respondent shall pay the below-listed consumers by **no later than forty five (45) days** from the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders:
 - a. **Elizabeth Krispien: \$45,000** (Forty-five thousand dollars) by **certified check or money order** payable to Elizabeth Krispien, PO Box 619, Sturbridge, MA 01566, and
 - b. **Timothy LaCroix: \$45,000** (Forty-five thousand dollars) by **certified check or money order** payable to Timothy LaCroix, 204 Strickland St., Glastonbury, CT 06033.

This amount represents restitution for damages incurred from the Respondent's actions as cited above. **Proof of payment and mailing shall be sent to Cynthia Fernandez at cynthia.fernandez@ct.gov within three days of each payment's mailing.**

3. IT IS HEREBY ORDERED that the Respondent cease and desist from any further unfair and deceptive business practices that have been established by this decision to be violations of law pursuant to Conn. Gen. Stat. § 42-110d (d).
4. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. §§ 20-417c that **Respondent's registration shall not be renewed or reissued** until such time as this Order has been fully satisfied by the Respondent and the Guaranty Fund has been repaid in full.

Dated this 26th day of June 2026

/s/ Julie Datres

Julie Datres
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 26th day of June, 2026.



Bryan Cafferelli
Commissioner