



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

In the Matter of
Justin Lanno
dba CT Heat Pros
dba CT Permit Pros
124 Westcott Road
Danielson, CT 06239

Case Nos. 2019-64, 2019-1619, 2019-1677,
2020-102, 2020-103, 2020-198, 2020-237,
2020-373, 2021-15, 2021-33, 2021-73, 2021-
79, 2021-87, 2021-142, 2021-202, 2021-205,
2021-211, 2021-214, 2021-218, 2021-243,
2021-248, 2021-254, 2021-258, 2021-259,
2021-276, 2021-297, 2021-301, 2021-306,
2021-357, 2021-383, 2022-58

COMPLAINT

Pursuant to the provisions of 4-166 et seq., 20-334, 20-341, 20-426, 20-427, 42-110d, 42-141 and 21a-11 of the Connecticut General Statutes, the Department of Consumer Protection (“Department”), having reason to believe that Justin Lanno, doing business as CT Permit Pros and CT Heat Pros (“Respondent”), has violated the provisions of Chapter 393, Chapter 400, Chapter 735a, and Chapter 740 of the Connecticut General Statutes, hereby issues this Complaint stating charges as follows:

1. At all times relevant herein, the Respondent engaged in the business of providing home improvement contracting services within the State of Connecticut.
2. On September 18, 2019, the Respondent became registered by the Department as a home improvement contractor under registration number HIC.0656347, with an expiration date of November 30, 2021.
3. Justin Lanno, at all relevant times herein, was the sole member of CT Permit Pros and CT Heat Pros.

4. Upon information and belief, Respondent conducted business as CT Permit Pros, 26 Phillips Road, Lisbon, CT, in or around 2018 until in or around 2019. There is no business name or record for CT Permit Pros with the Connecticut Secretary of State's business registry.
5. Upon information and belief, beginning in or around 2019 through April 29, 2020, Respondent conducted business as CT Heat Pros, 124 Westcott Road, Danielson, CT 06239. Prior to April 29, 2020, there is no business name or record for CT Heat Pros with the Connecticut Secretary of State's business registry.
6. On April 29, 2020, CT Heat Pros was registered as an LLC with the Connecticut Secretary of State. Respondent is the only individual listed as a member of the LLC.
7. On July 23, 2020, CT Heat Pros LLC obtained an operator of weighing and measuring devices license with the State of Connecticut, number DEV.0013227.
8. On November 13, 2020, CT Heat Pros LLC obtained a license for home heating fuel dealer with the State of Connecticut, number HOD.0001251.
9. At all relevant times herein, Respondent entered into a series of contracts with consumers to perform occupational work, such as electrical work, plumbing and piping work, heating, piping and cooling work, and sheet metal work.
10. At all relevant times herein, Respondent did not apply for, obtain, or otherwise possess an occupational license or registration with the State of Connecticut under Chapter 393 of the Connecticut General Statutes.
11. In connection with this matter, after attending a compliance meeting on September 28, 2021, Respondent voluntarily surrendered his registration on October 21, 2021. On October 28, 2021, the Department sent Respondent a second amended notice of hearing with a hearing scheduled for November 30, 2021.
12. The Department further alleges and pleads as follows:

Case No. 2019-64 Donnie Meeks

13. On December 17, 2018, Donnie Meeks ("Meeks") received an invoice from Respondent, dba CT Permit Pros, for \$6,500 for, among other things, the installation of a gas furnace, duct work, piping, and the removal of existing equipment at 68 Boswell Avenue, Norwich, CT.
14. The invoice provided by Respondent to Meeks does not contain Respondent's registration number, Meek's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work. The quote advertises CT Permit Pros as being "HVAC Professionals" and is signed by Respondent.
15. As of February 19, 2019, Respondent did not complete the work, did not obtain permits, and was not answering Meeks' calls.

16. On February 19, 2019, Meeks filed the complaint herein with the Department against Respondent.
17. On March 14, 2019, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On March 20, 2019, the Respondent and Department inspector Jack Korduner (“Investigator Korduner”) spoke telephonically.
18. On April 25, 2019, Respondent provided a written response, stating he completed the ductwork and installed two gas furnaces for Meeks. Respondent represented that his partner, Dennis Dupuis (“Dupuis”), worked with him on the project.
19. At all relevant times, Dupuis held a Heating, Piping & Cooling Unlimited Contractor, license with the Department, number HTG.0394636-S1. At all relevant times, Dupuis was not an employee of Respondent.
20. On September 24, 2019, Dupuis provided a sworn voluntary statement to the Department stating that he discussed doing a job with the Respondent but it “was just talk and I didn’t think he followed through with the job.” Dupuis stated he would not be working with the Respondent in the future.
21. On October 18, 2019, Respondent provided a voluntary statement to the Department stating he met with Meeks to size the house for ductwork. Respondent stated he built the ductwork and contracted with Dupuis to install the furnaces.
22. On June 17, 2021, Investigator Korduner contacted the building department in Norwich and found that Gregory Collock (“Collock”), dba One Way Plumbing & Heating, Inc., had been issued a permit for plumbing and heating work on or around March 12, 2019 for Meeks’ property. No other permits were issued.
23. At all relevant times, Collock held a Plumbing & Piping Unlimited Contractor license with the Department, number PLM.0279521-P1, and a Heating, Piping & Cooling Limited contractor license, number HTG.0390653-S7. At all relevant times, Collock was not an employee of the Respondent.
24. On June 25, 2021, the inspector assigned to this case, Inspector Korduner, wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) commenced work prior to obtaining a permit; (iii) made false, misleading or deceptive representations regarding his work; (iv) engaged in unethical conduct; and (v) violated the Connecticut Unfair Trade Practices Act.
25. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.

26. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
27. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
28. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
29. The Department alleges the following violations:
 - a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license, including offering to perform such work in an advertisement;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
30. Prayer for Relief:
 - a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$1,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$500.00.

- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 30.a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-218 Erika Kelly

- 31. Erika Kelly ("Kelly") and her husband contracted with Respondent, dba CT Heat Pros, on three occasions for, among other things, the installation of a gas furnace and air conditioning unit in 2019, and to relocate the furnace in 2020.
- 32. On September 24, 2020, Respondent personally began performing work at Kelly's home to relocate the gas furnace.
- 33. On September 27, 2020, Kelly and her husband discovered that the Respondent had disconnected the gas line, leaving them without hot water. Kelly called Respondent requesting that he reconnect the gas. Respondent declined to reconnect the gas.
- 34. During the week of January 18, 2021, Respondent personally went to Kelly's home to perform work on the furnace.
- 35. On January 25, 2021, CT Heat Pros came to Kelly's home for around two hours but left without fixing the furnace because they had to go to another job.
- 36. In February 2021, the lines outside froze causing a flood in Kelly's utility room, downstairs playroom, and first floor.
- 37. On February 26, 2021, Respondent and other individuals went to Kelly's home to redo the ductwork and work on the zoning. Respondent went to Kelly's home again on March 19, 2021 to complete the zoning.
- 38. On May 21, 2021, Respondent went to Kelly's home to complete the air conditioning work. The furnace was not working at this time.
- 39. On June 9, 2021, the condensate pump flooded.
- 40. On July 22, 2021, the pipes to the air conditioning unit repeatedly froze four times.
- 41. During the relevant period discussed above, Kelly frequently could not reach Respondent, Respondent did not show on the dates he was scheduled to go to her home, and Respondent would arrive at her home for a brief period but leave before completing the job. Respondent did not show up for scheduled appointments on September 29, 2020, November 27, 2020, January 19, 2021, January 22, 2021, February 24, 2021, April 26, 2021, and May 5, 2021.

42. Respondent went to Kelly's home to perform the work as well as individuals named Ed, Evan, Victor, and Jeff Wilson.
43. The Respondent wanted to send someone named Jermaine to Kelly's home. Kelly requested Jermaine's license number from Respondent but Respondent did not provide Kelly with his license number.
44. No permits were applied for or obtained for the work contracted for and performed by Respondent.
45. On August 1, 2021, Kelly filed the complaint herein with the Department against Respondent.
46. Subsequent to filing her complaint, on August 7, 2021 and August 22, 2021, the system installed by Respondent leaked, resulting in damage to Kelly's home. Kelly did not have a working air conditioning unit or furnace as installed by Respondent.
47. On August 12, 2021, Kelly received an estimate from HDL Company for the installation of proper equipment and duct work for \$10,800.00. The estimate from HDL Company identifies the equipment installed by Respondent as being oversized.
48. On August 25, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
49. On September 20, 2021, the Department mailed the Respondent, through his attorney John A. Ferranti, a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
50. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
51. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
52. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
53. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

54. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

55. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$1,500.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$750.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$10,800.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty and restitution ordered in paragraphs 55.a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2019-1677 Stephen Shuell

56. On or around May 13, 2019, Stephen Shuell ("Shuell") received an estimate from Respondent, dba CT Heat Pros, for \$7,379.70 for the installation of a gas furnace, air conditioning coil, and condenser at 7 Harland Road, Norwich, CT. Respondent quoted Shuell an additional \$400.00 for the removal of an old boiler, steam pipes, and oil tank.

57. The estimate provided by Respondent to Shuell does not contain Respondent's registration number, Shuell's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
58. Shuell paid Respondent \$4,900.00 on or around May 14, 2019 and \$2,379.70 on or around May 30, 2019, for a total of \$7,279.70.
59. Respondent delivered a different furnace than the one contracted for, which resulted in delays while they waited for the correct furnace to arrive.
60. On May 30, 2019, the city of Norwich notified Shuell that no permit was issued and that the Historic Society had to approve the location of the condenser before work commenced.
61. After Respondent installed the furnace and air conditioner the heat and air conditioning did not work.
62. During the relevant period above, Respondent frequently did not show on the dates he was scheduled to be at Shuell's home, including on July 17, 2019 and July 22, 2019.
63. On July 22, 2019, Shuell filed the complaint herein with the Office of the Attorney General against Respondent, which was forwarded to the Department.
64. On September 5, 2019, Shuell paid \$175.91 to obtain a permit, despite the fact that Respondent's invoice stated the cost of the permit was included in the \$7,379.70 estimate.
65. On September 17, 2019, an inspection of M1-Mechanical Rough In at 7 Harland Road was completed by Daniel Coley, Assistant Building Official. After such inspection, Mr. Coley notified Respondent that the work was not in compliance with applicable standards and issued a notice of inspection failure.
66. On October 21, 2019, Shuell received an invoice for work performed by Broad Brook Heating & Cooling Inc. for \$1,597.27. The invoice stated the problem was "no heat."
67. On or around October 29, 2019, Shuell received a letter of compliance from the city of Norwich stating the gas furnace and condenser were in substantial compliance.
68. On or around November 21, 2019, Shuell received an invoice for work performed by Broad Brook Heating & Cooling Inc. for \$430.72. The invoice stated the problem reported was duct problems and the company installed return air filters, ran new return duct and connected all ducts.
69. On March 25, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On April 15, 2020, Respondent responded to Department inspector Matthew Sargeant ("Investigator Sargeant") stating he would provide a response in the next week or two. Sargeant responded to

Respondent that same day requesting, among other things, a contractor of record incense, employee licenses, W2 of all employees, 1099's of all sub-contractors, permit applications, and passed permit inspections. To date, Respondent has failed to respond to this notice.

70. On May 30, 2020, Investigator Sargeant received a copy of a permit application dated May 30, 2019 from the City of Norwich Building Department. The permit was filed under Dupuis's license number HTG.0394636-S1 by Kyle Tursiello, as agent for Dupuis.
71. At all relevant times, Dupuis held a Heating, Piping & Cooling Unlimited Contractor, license with the Department, number HTG.0394636-S1. At all relevant times, Dupuis was not an employee of Respondent. On June 4, 2021, Sargeant performed a Secretary of State search for CBS Contractors, Inc. and found Dupuis was listed as the Vice President.
72. Previously, on September 24, 2019, Dupuis provided a sworn voluntary statement to the Department stating that he and the Respondent discussed doing a job together but it "was just talk and I didn't think he followed through with the job." Dupuis stated he provided Respondent with a copy of a permit permission letter that was unsigned. Dupuis stated he would not be working with the Respondent in the future.
73. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
74. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
75. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
76. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
77. The Department alleges the following violations:
 - a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration

number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;

- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

78. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$2,203.90.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty and restitution ordered in paragraph 78.a-c above.
- e. Taking such other and further action as deemed necessary and proper

Case No. 2020-102 Kassondra Casiano

79. On June 12, 2019, Kassondra Casiano ("Casiano") received an estimate from Respondent, dba CT Heat Pros, for \$6,008.78 for, among other things, the installation of a gas furnace, ductwork and venting at 102 Baldwin Brook Road, Canterbury, CT.

80. The estimate provided by Respondent to Casiano does not contain Respondent's registration number, Casiano's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.

81. On November 22, 2019, Casiano paid a deposit to Respondent in the amount of \$3,000.00. Casiano continued to make payments to Respondent, including \$650.00 on January 31, 2020, \$875.00 on February 6, 2020, and \$587.00 on February 14, 2020, for a total of \$5,112.00.

82. On December 5, 2019, Respondent, dba CT Heat Pros, went to Casiano's home and provided an invoice to Casiano for \$9,419.42 for the same items provided in the June 12, 2019 estimate as well as the installation of a gas hot water heater, zone damper, zone panel, and thermostat.
83. The invoice provided by Respondent to Casiano does not contain Respondent's registration number, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
84. On December 23, 2019, Respondent brought the new furnace to Casiano's home but did not install it at that time.
85. On or around January 7, 2020, a building and zoning permit was filed with the town of Canterbury by Respondent and Enrique Herazo for the installation of a gas furnace with duct work using license and registration numbers HIC.0656344 and HTG.0406859-S9. The permit was issued on January 8, 2020.
86. Home Improvement Contractor License number HIC.0656344 belongs to Armando Marchione. Upon information and belief, Armando Marchione was not a full-time employee of Respondent.
87. Heating, Piping & Cooling Limited Contractor License number HTG. 0406859-S9 belongs to Enrique Herazo. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
88. On January 13, 2020, Casiano contacted Respondent and requested that he pick up the furnace and refund her \$3,000.00 deposit so that Casiano could find a new contractor. At this time, no further steps had been taken to install the furnace since December 23, 2019.
89. Respondent refused to refund Casiano, stating it would be a complex situation. The Respondent promised Casiano that he would personally complete the job in three days.
90. Casiano and her three children did not have heat or hot water for four days and had to rely on her pellet stove for heat.
91. During the relevant period above, Respondent frequently did not show up to her home on the dates he was scheduled to perform work.
92. On January 22, 2020, an inspection by the Town of Canterbury Office of the Building Official approved the gas piping test and new boiler.
93. On February 26, 2020, an inspection by the Town of Canterbury Office of the Building Official was approved with conditions and called for a reinspection.
94. Casiano fired Respondent on March 4, 2020.

95. On March 16, 2020, Casiano received an estimate from Riley's Heating Service, Inc. to correct and install the duct work installed by Respondent due to improper sizing, including the replacement of one kitchen faucet and two shower valves for \$8,026.00.
96. On March 18, 2020, Casiano bought a kitchen faucet for \$101.44.
97. On March 18, 2020, Casiano received an invoice for \$1,542.08 from Riley's Heating Service, Inc. for the replacement of shower valves on the first and second floor bathrooms, new valve piping, shower on lower and second floor, and the installation of a kitchen faucet.
98. On March 25, 2020, Casiano filed the complaint herein with the Department against Respondent.
99. On March 25, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On April 1, 2020, the Respondent and Sargeant spoke telephonically. Respondent represented he would provide a response with occupational licenses and permits. On April 15, 2020, Sargeant sent an email to Respondent confirming the documents requested from Respondent, including, among other things, contractor of record license, employee licenses, W2 of all employees, 1099's of all sub-contractors, permit applications, and passed permit inspections.
100. On April 30, 2020, Respondent provided a written response stating, among other things, that a permit was pulled but there were delays in getting a load calculation to the town to start the job. Respondent stated Henry worked on the job as a subcontractor and he was not on the books. Upon information and belief, Henry refers to Enrique Herazo.
101. On April 30, 2020, Respondent sent an email to Investigator Sargeant stating Henry was now on the books as an employee.
102. On November 25, 2022, Casiano received an invoice for \$8,026.00 from Riley's Heating Service, Inc. for repairing the heating system with all new duct work, fitted gas piping, and a new exhaust and air intake system.
103. To date, Respondent has failed to provide copies of his and his employees occupational licenses or apprenticeship cards as requested.
104. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
105. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
106. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add

to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

107. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

108. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work;
- f. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
- g. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
- h. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(i), 20-427(b), and 42-135a(7).

109. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$5,362.07.

- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 109a-c above.
- e. Taking such other and further action as deemed necessary and proper

Case No. 2021-205 Bryan and Lauren Herlihy

- 110. Lauren and Bryan Herlihy (the "Herlihy's") received an invoice from Respondent, dba CT Heat Pros, on July 3, 2019 for \$6,267.21 for the installation and replacement of an air handler and condenser at 38 Ojala Road, Woodstock, CT. On or around July 3, 2019, the Herlihy's paid Respondent \$6,267.21.
- 111. The invoice provided by Respondent to the Herlihy's does not contain Respondent's registration number, the Herlihy's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
- 112. The Respondent installed smaller units that did not cool, left wires exposed, and incorrectly installed the unit pan in the attic. As a result of multiple leaks, the Herlihy's ceiling collapsed, which Respondent later paid to repair.
- 113. The Herlihy's provided the Department with photos of leaks caused by Respondent's installation, including the following:
 - a. Water mark around a vent on the kitchen ceiling on the first floor of the home;
 - b. Water mark on the ceiling of another first floor room;
 - c. Water marks in a bedroom on the second floor of the home;
 - d. Water marks in a second bedroom on the second floor of the home;
 - e. Damage to the attic door.
- 114. During the relevant period discussed herein, the Herlihy's frequently could not reach Respondent and the Respondent did not show up on the dates he was scheduled to go to their home.
- 115. On July 23, 2021, Lauren Herlihy filed a complaint herein with the Department against Respondent. On July 23, 2021, Bryan Herlihy also filed a complaint herein with the Department against Respondent.
- 116. On August 2, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
- 117. On September 9, 2021, the Department mailed Respondent a second 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.

118. On December 1, 2021, the Herlihy's received an estimate to correct Respondent's work from JV Mechanical Contractors, Inc. for, among other things, the replacement of the lineset and condensate pump, mount TXV valve, repair wiring outside the condenser, installation of supply lines, and the recharging and balancing of the system for \$13,079.00 or \$11,678.00 for cash/check.
119. On May 14, 2022, the Herlihy's turned on their air conditioning due to the high temperatures outside which caused a leak to a second floor bedroom. The Herlihy's provided the Department with photos of the water marks on the ceiling.
120. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
121. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
122. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
123. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
124. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work and

- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
125. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$13,079.00.
 - d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 125a-c above.
 - e. Taking such other and further action as deemed necessary and proper.

Case No. 2019-1619 Christopher Vendola

126. On August 21, 2019, Christopher Vendola ("Vendola") received an estimate from Respondent, dba CT Heat Pros, for \$7,601.90 for, among other things, the installation of a gas furnace, condenser, and duct work at 614 Laurel Hill Road, Norwich, CT. Vendola paid a \$4,250.00 deposit in cash on or around August 23, 2019.
127. The estimate provided by Respondent to Vendola does not contain Respondent's registration number, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
128. Respondent did not obtain a permit for the work performed, was not licensed to perform such work, did not perform the agreed-upon work, and the air conditioning did not work after installation. Respondent also did not show up when Respondent was scheduled to go to Vendola's home.
129. According to a letter sent from Respondent to the Department on April 23, 2020, Respondent stated that he went to Vendola's home to look at the project and take measurements.
130. On March 24, 2019, Vendola filed the complaint herein with the Department against Respondent.

131. On November 21, 2019, Respondent filed and signed an application for a building & use permit with the City of Norwich for the installation of a furnace and air conditioning system using license number HTG.0406859-S9, belonging to Enrique Herazo. Attached to the application was a permission letter signed by Enrique Herazo. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
132. On February 7, 2020, an inspection by the City of Norwich found substantial compliance with the furnace installation.
133. On March 25, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On April 15, 2020, Respondent and Investigator Sargeant spoke telephonically. On April 15, 2020, Investigator Sargeant sent Respondent an email requesting, among other things, a contractor of record incense, employee licenses, W2 of all employees, 1099's of all sub-contractors, permit applications, and passed permit inspections. On April 23, 2020, Respondent provided a written response stating Enrique completed the work contracted for but there was a disagreement as to the number of supply holes that were installed.
134. On May 12, 2021, Investigator Sargeant performed a credential search for Enrique Herazo and did not find a contractor of record letter for CT Heat Pros attached to his credential.
135. On May 13, 2021, Investigator Sargeant wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) commenced work prior to obtaining a permit; (iii) obtained permits for a person while not the contractor of record; (iv) failed to cause work to be performed by licensed person after applying for a permit; (v) engaged in unethical conduct; and (v) violated the Connecticut Unfair Trade Practices Act.
136. On September 22, 2022, Vendola received an estimate from All-Star Plumbing, Heating & Cooling, Inc., for duct work, removal of oversized HVAC equipment installed by Respondent, and installation of appropriately sized system with condenser, and installation of a furnace for between \$3,000 and \$20,000.
137. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
138. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
139. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

140. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

141. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement with a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

142. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$17,102.00.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 142a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2020-103 Christy Bransfield

143. On or around September 12, 2019, Christy Bransfield (“Bransfield”) received an estimate from CT Heat Pros for the installation of an oil furnace and duct work at 136 Mechanic Street, Danielson, CT which was signed by Respondent.
144. The estimate provided by Respondent to Bransfield does not contain Respondent’s registration number, Bransfield’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
145. The estimate contains a business card for CT Heat Pros that advertises services such as gas furnaces, boilers, mini splits, air conditioning, oil tanks, and hot water heaters.
146. Bransfield received a different make of the furnace than the one contracted for, the furnace was installed incorrectly and had multiple issues, there was little airflow and multiple leaks in the duct work, and he was left without heat.
147. On or around February 24, 2020, Bransfield received an invoice for \$304.05 from Fox Heating Services, Inc. for diagnosing and fixing the heating system, which was not working. According the invoice, the company found the emergency switch was not connected and the circuit board was wired incorrectly, among other things.
148. On March 6, 2020, Bransfield filed the complaint herein with the Department against Respondent.
149. On March 25, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On May 20, 2020, Respondent provided a written response stating, among other things, that the furnace and duct work were performed by Henry. Upon information and belief, Henry refers to Enrique Herazo.
150. Respondent further stated that there was a dispute over the brand furnace to be installed and Respondent had since replaced the furnace and it passed inspection.
151. On March 31, 2020, the Town of Killingly Office of Building Safety & Inspections advised the Department that they had no record of a permit being pulled for any heating work at 136 Mechanic Street by any contractor.
152. Respondent provided an inspection report from the Town of Killingly dated May 14, 2020 approving the furnace and duct work.
153. Respondent also provided a signed statement from Bransfield and Enrique Herazo on behalf of CT Heat Pros stating that all agreed upon items in the original agreement had been delivered and no issues remained.

154. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
155. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
156. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
157. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
158. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license, including offering to perform such work in an advertisement;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
159. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.

- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 159a-b above.
- d. Taking such other and further action as deemed necessary and proper

Case No. 2021-259 Julie Porazzo

- 160. Julie Porazzo ("Porazzo") stated she hired Respondent in 2020 to install an air conditioning system at 453 Valley View Road, Sterling, CT.
- 161. Upon information and belief, Porazzo was never provided with an agreement containing Respondent's registration number, Porazzo's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
- 162. During the installation, CT Heat Pros made holes in Porazzo's wood floor and ceiling, pieces of equipment were hanging off from the ceiling, and the duct work was held together by zip ties.
- 163. The air conditioning broke down within a week of the installation and was freezing up daily. Porazzo repeatedly asked Respondent to repair the work, but it took multiple calls before he would.
- 164. A permit was never obtained by Respondent for the work performed.
- 165. Porazzo never received an air conditioning cover which she had been promised to receive.
- 166. On or around August 31, 2021, Porazzo filed the complaint herein with the Department against Respondent.
- 167. On September 13, 2021, Respondent and his counsel were mailed a 10-day respondent letter which informed Respondent of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
- 168. On September 30, 2021, Porazzo emailed Department inspector Todd Belcourt ("Investigator Belcourt") stating that Respondent personally sold her the job and there were at least five different people who went to her home to perform the work, including someone named Josh and Vic.
- 169. On October 22, 2021, Investigator Belcourt spoke telephonically with Porazzo. Porazzo stated the air conditioning cover she never received cost approximately \$125.00.

170. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
171. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
172. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
173. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
174. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
175. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.

- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$125.00.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 175a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-254 Ken Sabourin

176. Ken Sabourin ("Sabourin") hired CT Heat Pros for approximately \$400.00 in 2020 to perform plumbing work to his kitchen sink and to service his oil furnace.
177. Almost immediately after the work was performed to Sabourin's home, his kitchen sink would no longer drain and a plunger had to be used for drainage. Sabourin tried to contact Respondent numerous times, but Respondent did not respond.
178. Sabourin contracted with a new plumber to fix the problems for approximately \$200.00.
179. On August 25, 2021, Sabourin filed the complaint herein with the Department against Respondent.
180. On September 13, 2021, Respondent and his counsel were mailed a 10-day respondent letter which informed Respondent of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
181. On October 5, 2021, Sabourin emailed Investigator Belcourt with further information concerning his complaint.
182. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
183. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
184. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add

to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

185. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

186. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i)..

187. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$200.00.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 187a-c above.

- e. Taking such other and further action as deemed necessary and proper

Case No. 2021-297 Annette Martel

- 188. Laurie Gosselin stated that her mother qualified for a boiler replacement through the CT weatherization program for her property located at 190 Old Turnpike Road, Woodstock Valley, CT. CT Heat Pros was awarded the bid through ACCESS to replace the boiler and tank.
- 189. CT Heat Pros installed the boiler and tank on March 19, 2020.
- 190. On March 19, 2020, Annette Martel signed a Connecticut Energy Assistance Program installation form, stating the oil tank and heating system were installed. Also signing the form was Enrique Herazo under his Heating, Piping & Cooling Limited Contractor License, number HTG. 0406859-S9. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
- 191. On March 20, 2020, one day after the installation, the gauge did not work and one of the valves was leaking. Gosselin called Respondent to fix these issues, but Respondent stated he would not go to her home.
- 192. On August 27, 2020, Gosselin left a message for Respondent requesting that he fix the gauge and leak, as well as remove the old boiler and tank. Respondent did not return Gosselin's call.
- 193. Gosselin continued to make multiple requests for Respondent to correct the gauge and leaks.
- 194. On October 6, 2020, Respondent had someone remove the old oil tank from Annette Martel's property.
- 195. There was no heat in January of 2021. A plumber determined the pipes were air bound and the tank gauge had been installed backwards.
- 196. Gosselin contacted the Woodstock Building Office on January 25, 2021 and was informed that no permits had been obtained for the installation.
- 197. On February 16, 2021, Respondent sent someone to install a new gauge and oil line. The old boiler was removed on February 26, 2021.
- 198. During the relevant period discussed above, Gosselin frequently could not reach Respondent and the Respondent did not show on the dates he was scheduled to go to her mother's home, including on September 23, 2020.
- 199. On September 27, 2021, Gosselin, on behalf of her mother Annette Martel, filed the complaint herein with the Department against Respondent.

200. On October 6, 2021, Department mailed Respondent a 10-day respondent letter which informed Respondent of this complaint and requested a response to the allegations. To date, Respondent has failed to respond to this notice.
201. On May 20, 2022, Gosselin received an estimate for \$1,422.55 from B Thomas Plumbing for, among other things, permit fees and to install new back flow preventer, ball valve below circulator, temperature/pressure relief valve on boiler, replace oil line with coated oil line.
202. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
203. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
204. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
205. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
206. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - c. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a) and 20-427(i).
207. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.

- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$1,422.55.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 207a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-79 Lois DaSilva-Knapton and Ashley Bradicich

- 208. Lois DaSilva-Knapton ("Knapton") first heard about CT Heat Pros from her daughter, who found the company on Facebook.
- 209. On or around April 20, 2020, Knapton received an invoice from CT Heat Pros for \$12,097.51 for, among other things, the installation of a cooling system, gas furnace, water heater, and duct work at 20 Penobscot, Norwich, CT.
- 210. On or around May 14, 2020, the invoice was revised to add the installation of another gas hot water heater for a total of \$15,787.85. Knapton believes the invoice was provided to her and signed by Victor A. Jorge, HTG.0406290-G1.
- 211. The estimate provided by CT Heat Pros to Knapton does not contain Respondent's registration number, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work. Respondent signed the invoice dated April 20, 2020.
- 212. On or around April 20, 2020, and on or around May 14, 2020, Knapton paid two deposits to Respondent in the amounts of \$7,346.12 and \$2,172.56, respectively.
- 213. On April 28, 2020, a building permit application was filed with the City of Norwich using Heating, Piping & Cooling Unlimited Contractor license number HTG.0408874-S1, belonging to Enrique Herazo. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
- 214. On May 7, 2020, the City of Norwich issued a building permit to CT Heat Pros using contractor license number 0406859, belonging to Donald Silberman ("Silberman"). On April 3, 2021, Silberman contacted the Department stating he is not associated with CT Heat Pros. Silberman stated that the Respondent had contacted him about Energize CT work and Silberman met Respondent at his office where Respondent photocopied Silberman's license. Silberman stated that Respondent represented he was photocopying the license to show the state that Silberman was licensed. Silberman stated he did not hear from Respondent after that and did not give Respondent permission to apply for a permit using his license number.
- 215. After Respondent repeatedly did not show up to perform the job, Knapton sent Respondent a text message on October 9, 2020 requesting a full refund.

216. On October 10, 2020, Respondent replied to the request, denying Knapton's request. On October 11, 2020 Knapton again requested a full refund to which Respondent replied he was not willing to negotiate any refunds.
217. On or around January 24, 2021, Knapton mailed Respondent a letter via certified mail to 124 Westcott Road, Danielson, CT. The letter requested a full refund of the deposit Knapton paid. At the time of this request, Respondent had not begun any work for the job.
218. As of March 25, 2021, no work had been completed and Knapton did not receive the refund she requested.
219. On March 26, 2021, Knapton filed the complaint herein with the Department against Respondent.
220. On April 1, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On April 1, 2021, Respondent provided a written response stating the job was delayed but denying the allegations.
221. On April 5, 2021, Belcourt sent an email to Respondent stating Knapton was requesting a full refund and the Department was requesting certain information and documentation, including the names of all individuals employed by CT Heat Pros, photographs of all occupational licenses and apprentice cards, the contractor of records, and copies of invoices, proposals, estimates, contracts and advertisements used by CT Heat Pros.
222. On April 10, 2021, Respondent and Knapton signed an agreement whereby Respondent issued a full refund in five pre-dated checks.
223. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
224. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
225. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
226. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

227. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license, including offering to perform such work in an advertisement;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work;
 - f. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
 - g. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
 - h. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Chapters Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(i), 20-427(b) and 42-135a(7).
228. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 228a-b above.
 - d. Taking such other and further action as deemed necessary and proper

Case No. 2020-198 Barbara Burke

229. On or around May 7, 2020, Barbara Burke (“Burke”) received an estimate from Respondent for \$10,000.00 to install a gas furnace, cooling system, duct work, and electrical at 6 Sullivan Drive, Central Village, CT.
230. Respondent also provided Burke with a business card for CT Heat Pros that identifies Respondent as the owner/operator and advertises the company as being “Licensed & Insured” and providing services such as gas furnaces, boilers, mini splits, air conditioning, oil tanks, and hot water heaters.
231. The estimate provided by Respondent to Burke does not contain Respondent’s registration number, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
232. Respondent was paid \$10,000.00 in full through Core Plus Credit Union.
233. On July 3, 2020, the air conditioning was connected. Later that same day, the air conditioning began to leak from the attic into the bedroom below the attic, and into the finished basement below the bedroom. The leak resulted in water damage.
234. Respondent went to Burke’s home the day following the leak to address the leak. That same day, after Respondent left, more water leaked from the air conditioning unit. The Respondent stated he would send someone to look at the damage, but he never did.
235. Burke’s dining room light did not work after CT Heat Pros left her home.
236. On July 7, 2020, Burke called her insurance company, Plymouth Rock Insurance, who provided her with a replacement cost value of \$3,955.55 for the damage.
237. As of July 15, 2020, Respondent had not connected the furnace or completed the agreed upon work to Burke’s home despite having men at her home on at least four occasions.
238. On July 15, 2020, Burke filed the complaint herein with the Department against Respondent.
239. On July 22, 2020, after Respondent had performed work to Burke’s home, a permit was applied for by Enrique Herrazo [sic] on behalf of CT Heat Pros for the installation of a furnace, venting, drainage, electrical, cooling system with ductwork and electrical sub panel. The permit was filed using Enrique Herazo’s Heating, Piping & Cooling Unlimited Contractor license number HTG.0408974-S1. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
240. The permit was issued that same day, July 22, 2020.
241. On July 30, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On July

30, 2020, Respondent replied stating, in part, that Henry was working on the job and Respondent had proper permits and licensed contractors on the job. Upon information and belief, Henry refers to Enrique Herazo. Respondent failed to provide documentation requested in the 10-day respondent letter, including occupation licenses and apprentice registrations.

242. On or around August 7 and August 17, 2020, Burke paid \$2,000.00 and \$900.00, respectively, to Steven Bastien from Bastien and Sons Home Improvements, to repair the water damage to her ceilings.
243. On August 17, 2020, an inspection was completed by the Town of Plainfield Office of the Building Official for the furnace and duct work. The inspection for the furnace and duct were approved but stated a pressure test on gas lines was needed.
244. On August 19, 2020, an inspection was completed by the Town of Plainfield Office of the Building Official for the HVAC and subpanel. The inspection was not approved and stated the electrician needs blank in, and service panel is missing.
245. On August 21, 2020, an inspection was completed by the Town of Plainfield Office of the Building Official for a gas pressure test, which passed inspection.
246. On or around August 7, 2021, Burke contacted the Department stating her system froze and CT Heat Pros added freon to it. Burke stated that the men who came to her home informed her that there was no filter on the system. Burke stated the gas line was never hooked up.
247. Burke received an estimate from Affordable Air for the installation of an air conditioning system for \$19,143.00.
248. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
249. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
250. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
251. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

252. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license, including offering to perform such work in an advertisement;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

253. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$22,043.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 253a-c above.
- e. Taking such other and further action as deemed necessary and proper

Case No. 2021-87 Devan Casey

254. On June 17, 2020, Devan Casey ("Casey") received an estimate from Respondent for \$16,678.19 for, among other things, the installation of a gas furnace, propane line, cooling system, ductless system, and duct work at 307 Newport Road, Sterling, CT.

255. The estimate provided by Respondent to Casey does not contain Respondent's registration number, the contractor's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
256. On June 17, 2020, Casey received a second estimate from CT Heat Pros for \$18,727.08 for the same items identified in the first estimate above, but with an additional cost for a carpenter to build walls to encase the piping.
257. The second estimate provided by CT Heat Pros to Casey does not contain Respondent's registration number, the contractor's or Casey's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
258. On July 8, 2020, Casey received an invoice from CT Heat Pros for an additional \$1,276.54 for a zoning system and thermostat.
259. The invoice provided by CT Heat Pros to Casey does not contain Respondent's registration number, the contractor's or Casey's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
260. The full amount of \$20,003.62 was dispersed to Respondent by CorePlus Credit Union.
261. By late July or early August, Casey was informed that the installation was complete.
262. Despite having been told the installation was complete, the system did not work properly. The system leaked condensation into Casey's house, the pipes and condenser froze, and the house did not properly cool. Casey informed Respondent of these problems and Respondent stated he would remedy the problem. Respondent failed to remedy the problem which persisted for several months.
263. On September 3, 2020, after Respondent had performed work on Casey's home, a permit was applied for with the Town of Sterling by Respondent for the installation of a gas furnace, LP kit, propane line, cooling system, ductless system, and duct work. The permit was filed using Enrique Herazo's Heating, Piping & Cooling Unlimited Contractor license number HTG.0408974-S1 and was signed by Respondent. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
264. On November 18, 2020, an inspection by the Town of Sterling Office of the Building Official did not approve the work performed by CT Heat Pros and called for a re-inspection. Casey stated that the town inspected the work by Respondent in November of 2020, but due to the holidays and COVID-19 a report was not issued until March of 2021.
265. On February 27, 2021, Casey received an estimate from HDL Company for a new central heating and air conditioning system for \$11,000. On July 22, 2021 and August 5, 2021,

Casey paid HDL \$5,000.00 and \$6,208.00, respectively, to perform the work outlined in the estimate.

266. On or around March 18, 2021, an inspection report concerning the HVAC unit at 307 Newport Road, Sterling, CT was completed by Kyle Collins Jr from the Town of Sterling. The inspection found the installation by Respondent did not meet building code requirements and identified numerous deficiencies attributable to the Respondent.
267. On April 5, 2021, Casey filed the complaint herein with the Department against Respondent.
268. On April 13, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond.
269. On May 5, 2021, Casey received an estimate from Christian Brothers Hardwood Floors for \$2,562.50 to repair and fill vent holes and refinish the floors.
270. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
271. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
272. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
273. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
274. The Department alleges the following violations:
 - a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;

- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

275. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the June 17, 2020 invoice.
- b. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the July 8, 2020 invoice;
- c. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for the work offered and performed under the June 17, 2020 invoice.
- d. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for the work offered and performed under the July 8, 2020 invoice.
- e. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$13,770.50.00.
- f. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 275a-e above.
- g. Taking such other and further action as deemed necessary and proper.

Case No. 2020-237 Tracy Pentalow

276. Tracy Pentalow ("Pentalow") posted an ad on Facebook looking for an HVAC company to install a new zone in her condo which Respondent responded to. Respondent

agreed to perform the work for no more than \$1,500 and that he would go to Pentalow's property on June 25, 2020 to complete the job.

277. On June 22, 2020, Pentalow received an invoice from CT Heat Pros for \$1,445.25 for the installation of two zone dampers with zone board and two separate thermostats at 119 Buckland Street, Unit 10, Plantsville, CT.
278. The estimate provided by Respondent to Pentalow does not contain Respondent's registration number, the contractor's or Pentalow's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
279. On June 23, 2020, Pentalow paid Respondent a deposit in the amount of \$896.40.
280. According to text messages provided by Pentalow to the Department, on June 25, 2020, Respondent did not show up to perform the installation.
281. Between June 25, 2020 and July 6, 2020, Pentalow communicated with Respondent who repeatedly stated he would be over to perform the installation but failed to show up at her property.
282. Pentalow provided the Department with text messages sent to Respondent on July 8, 2020 requesting a refund. At the time of Pentalow's request, no work had been performed by Respondent.
283. According to the text messages provided by Pentalow, Respondent responded that Pentalow had to pay a 35.5% restocking fee if she cancelled. Pentalow stated she was never told that there was a restocking fee. The Respondent said he would perform the work "tomorrow" if Pentalow did not cancel.
284. Two men from CT Heat Pros arrived the next day, albeit late, and partially installed two thermostats and measured for ductwork. The men failed to fully hook up the thermostats because they did not have the correct parts.
285. The men represented that they would return on July 13, 2020 or July 14, 2020, but they did not show up on either of those days.
286. After Pentalow sent a text message to Respondent on July 15, 2020 and July 16, 2020, Respondent responded that they would be there on Wednesday to complete the installation. Respondent did not show on Wednesday.
287. According to text messages provided to the Department by Pentalow, Pentalow texted Respondent on July 21, 22, and 24 asking when Respondent would return to complete the job but Respondent did not respond.
288. No permits were obtained by CT Heat Pros for work at Pentalow's home.

289. On July 16, 2022, Pentalow received an invoice for \$1,397.00 from R R Sheet Metal Services LLC for the installation of zone dampers, zone panel, wiring, and supplies to the upstairs bedroom.
290. On August 27, 2020, Pentalow filed the complaint herein with the Department against Respondent.
291. On August 28, 2020, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has failed to respond.
292. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
293. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
294. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
295. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
296. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the contractor and Pentalow, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work;

- f. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
 - g. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
 - h. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(i), 20-427(b), and 42-135a(7).
297. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$848.15.
 - d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 297a-c above.
 - e. Taking such other and further action as deemed necessary and proper

Case No. 2021-33 Joshua Brown

298. Joshua Brown ("Brown") contacted CT Heat Pros in July of 2020 to diagnose and repair his air conditioning system. Brown spoke with Respondent who scheduled a technician to go to Brown's home.
299. On July 20, 2020, CT Heat Pros arrived at Brown's home in an unmarked utility truck. CT Heat Pros inspected Brown's air conditioning system and added coolant to see if that would fix the problem.
300. On July 20, 2020, Brown received a payment receipt from CT Heat Pros for \$732.72 for the diagnosis and repair of Brown's air conditioning system.
301. The air conditioning was still not working properly on July 20, 2022 so Brown called Respondent. Respondent personally went to Brown's home on July 22, 2020 and visually inspected the condenser outside and the basement, but did not go in the attic where the air

handler or duct work was. Respondent recommended that Brown replace the unit because it was undersized.

302. On or around July 21, 2020, Brown received an invoice from Respondent for \$8,700.00 for the installation of a cooling system at 6 Meadowbrook Circle, Lisbon, CT. Respondent agreed to start the work on July 25, 2020. On July 22, 2020, Brown paid Respondent the full balance of \$8,700.00.
303. The invoice provided by Respondent to Brown does not contain Respondent's registration number, the contractor's or Brown's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
304. Respondent failed to show up for multiple appointments and gave Brown the run around for months.
305. On August 13, 2020, an individual by the name of Joe arrived at Brown's home in an unmarked vehicle and not wearing CT Heat Pros attire. Joe left after a few hours.
306. After Respondent did not appear for scheduled appointments, Brown asked Respondent to provide him the names and trade license numbers for the technicians working at his home. Respondent did not provide Brown with the requested information.
307. When Respondent refused to provide the license numbers, Brown demanded a full refund. Respondent refused to issue a refund.
308. On August 20, 2020, Brown and Respondent entered into an agreement to revise the prior work agreed upon in the July 21, 2020 invoice. The revised agreement was signed by Brown and Respondent and stated, among other things, that CT Heat Pros would begin work on August 26, 2020 at 9a.m. and the work would be completed by August 30, 2020. The agreement stated that all work would be performed by individuals appropriately licensed with the State of Connecticut for HVAC service and would be the responsibility of Respondent under license registration number HIC.0656347 and Enrique Herazo under license registration number HTG.0408974-S1.
309. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
310. Enrique Herazo and another individual arrived at Brown's home on August 26, 2020 but did not complete the installation.
311. After several missed appointments, on September 20, 2020, an individual named Ricki and three other individuals arrived at Brown's home. The four individuals came in an unmarked vehicle and one person was wearing a hat that said Riki-HVAC. Brown was informed that the job was completed.

312. Brown's system did not function properly, iced up, and was noisy. Brown contacted Respondent regarding these issues from September 24, 2020 to October 23, 2020 but no one from CT Heat Pros went to Brown's residence to correct the problems.
313. On February 5, 2021, Brown filed the complaint herein with the Department against Respondent.
314. On February 10, 2021, Brown hired HDL Company to inspect his air conditioning system. HDL determined that the existing duct system was too small for the larger 3 ton system installed by Respondent. HDL quoted Brown \$3,200.00 plus \$100.00 for a permit to correct the work performed by Respondent.
315. On February 11, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations.
316. On April 22, 2021, Respondent was sent an email requesting certain documentation, including a response to the February 11, 2021 letter, the names of all employees who performed work at Brown's home, all employee occupational licenses and apprenticeship cards, a copy of any permits, and a copy of the passed inspection report from the building department.
317. On April 26, 2021, Carl Brown, Building Official with the Town of Lisbon, sent Investigator Belcourt an email stating "The file of 6 Meadowbrook Circle in the town of Lisbon, CT in the building office contains no HVAC permits for AC work."
318. On April 30, 2021, Investigator Belcourt met with Brown and obtained his written statement.
319. On May 3, 2021, the Department sent an additional email to Respondent following up on the April 22, 2021 and February 11, 2021 communications. On May 3, 2021, Respondent responded stating he was working on responding to all cases against him. On May 6, 2021, Respondent sent the Department an email requesting confirmation that the Department received the information it requested. On May 10, 2021, the Department responded with a list of documents it requested but had not received. Communications between the Department and Respondent continued, with the Respondent failing to provide the requested documentation.
320. On May 6, 2021, after Respondent had performed work to Brown's home, a heating/air conditioning permit was applied for with the Town of Lisbon by Tasha Gaudreau on behalf of CT Heat Pros. The permit was filed using Laura Dandridge's Heating, Piping & Cooling Unlimited Contractor license number HTG.0391426-S1. At all relevant times, Laura Dandridge was not a full-time employee of Respondent.
321. On June 15, 2021, after multiple attempts to schedule an inspection with the Town of Lisbon failed, Brown hired HDL correct the air conditioning system so that he could have an operating air conditioning system.

322. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
323. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
324. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
325. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
326. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;

Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work;
 - e. Connecticut General Statutes Section 20-427(a)(1) for failing to exhibit a certificate of registration upon request by the complainant; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(i) and 20-427(a)(1).
327. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$4,032.72.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 327a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-15 David Freeman

328. David Freeman ("Freeman") hired the Respondent in September of 2020 to diagnose his oil burning furnace which was not igniting. Respondent personally informed Freeman at that time that he should replace his oil furnace and water heater with a propane system.
329. On September 10, 2020, Freeman received an estimate from Respondent for \$5,000.00 for the installation of a condenser and the demo and removal of existing equipment at 100 Flat Rock Road, Plainfield, CT.
330. The estimate provided by Respondent to Freeman does not contain Respondent's registration number, the contractor's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
331. On September 24, 2020, Freeman received an estimate from CT Heat Pros for \$6,717.08 for the installation of a gas hot water heater, piping, and thermostat at 100 Flat Rock Road, Plainfield, CT.
332. The estimate provided by CT Heat Pros to Freeman does not contain Respondent's registration number, the contractor's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
333. On October 8, 2020, a permit was approved for the installation of a hot water heater and furnace at 100 Flat Rock Road, Plainfield, CT. The permit was filed under Enrique Herazo's Heating, Piping & Cooling Unlimited Contractor license number HTG.0408974-S1 and was signed by Tasha Gaudrew on behalf of CT Heat Pros. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
334. Enrique Herazo never went to Freeman's home.

335. On October 9, 2020, Freeman paid Respondent a deposit of \$1,194.60. Respondent was paid the full balance from CorePlus Credit Union.
336. Respondent represented the agreed-upon work would be completed in two weeks.
337. On November 5, 2020, Freeman received an invoice from CT Heat Pros for \$1,695.70 for the installation of a four zone system and duct work at 100 Flat Rock Road, Plainfield, CT.
338. The estimate provided by Respondent to Freeman does not contain Respondent's registration number, the contractor's or Freeman's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
339. The installation of the furnace, water heater and supporting systems was never completed, nor was the installation of the four dampers with zoning board. The hot water heater was connected on December 15, 2020, but within two weeks the water heater was leaking propane in Freeman's basement and emitting a noticeable odor. Freeman paid \$200.00 in fuel costs due to the leak.
340. The original zoning controls in Freeman's home were never reconnected, causing the system to run inefficiently and that areas of his home could not be heated above fifty-five degrees.
341. Freeman provided the Department with text messages between Freeman and Respondent from September 8, 2020 through January 13, 2021 reflecting repeated delays caused by Respondent and Respondent's refusal to return to the job.
342. Freeman also recalled several instances where unlicensed apprentice workers were at his property without supervision.
343. On or around January 5, 2021, Building Official Richard Martel from the Town of Plainfield performed an inspection of Respondent's work. The inspection report identified numerous deficiencies attributable to Respondent.
344. On January 10, 2021, Freeman received an estimate from HDL Company to fix the air furnace and hot water heater that were installed by Respondent for \$10,200.00.
345. On January 14, 2021, Freeman filed the complaint herein with the Department against Respondent.
346. On January 15, 2021 the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On February 5, 2021, a second 10-day respondent letter was sent to Respondent. On April 22, 2021, the Department sent a third request for information to Respondent. To date, the Respondent has failed to respond to this notice.

347. On January 21, 2021, HDL Company corrected certain safety issues for \$400.00. This included fixing venting on the hot water heater and furnace, sealing the exhaust venting on the furnace, pitching the exhaust venting, and correctly installing the hot water heater venting.
348. On March 10, 2021, HDL Company completed the installation to the HVAC system for \$9,000.00.
349. On April 1, 2021, HDL Company replaced the hot water heater for \$1,514.52. According to the invoice provided by HDL, the prior water heater was not sized correctly which led to showers and baths running out of hot water.
350. In total, Freeman paid \$10,914.52 to HDL Company to correct, repair, and complete the work performed by Respondent. According to the invoice provided by HDL Company, the previous ductwork was insufficiently small in size and would cause damage to the furnace and air conditioning system.
351. On September 3, 2021, Investigator Sargeant wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) made false, misleading or deceptive representations regarding his work; (iii) engaged in unethical conduct; and (iv) violated the Connecticut Unfair Trade Practices Act.
352. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
353. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
354. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
355. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
356. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;

- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

357. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for the work offered and performed under the September 10, 2020 estimate.
- b. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the September 24, 2020 estimate.
- c. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for the work offered and performed under the November 5, 2020 invoice.
- d. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for the work offered and performed under the September 10, 2020 estimate.
- e. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the September 24, 2020 estimate.
- f. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for the work offered and performed under the November 5, 2020 invoice.
- g. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$10,914.52.

- h. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 357a-g above.
- i. Taking such other and further action as deemed necessary and proper.

Case No. 2020-373 Erin Achenbach

358. Erin Achenbach ("Achenbach") paid Respondent \$6,100.00 on September 26, 2020 for the installation of a gas furnace and air conditioning with duct work at 151 Geer Road, Danielson, CT. Respondent represented the agreed-upon work would be completed within two weeks of the first deposit.
359. As of December 29, 2020, the job was not completed, the work that was performed was not lacking in quality, and there were electrical wires dangling from the exterior of Achenbach's home.
360. Respondent lied about obtaining a permit for the work performed.
361. On December 29, 2020, Achenbach filed a complaint with the Department against Respondent.
362. On April 22, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. That same day, Respondent replied that the job passed inspection and was completed and that Enrique was present for the job. That same day, Investigator Sargeant contacted respondent requesting the permit, license, apprentice registration, contact information for all employees working on the job, and a copy of passed inspection report. To date, Respondent has failed to provide the requested information.
363. On September 1, 2021, Investigator Sargeant wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) made false, misleading or deceptive representations regarding his work; (iii) engaged in unethical conduct; and (iv) violated the Connecticut Unfair Trade Practices Act.
364. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
365. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
366. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add

to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

367. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

368. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

369. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 369a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-306 David Haberfield

370. David Haberfield (“Haberfield”) hired Respondent to install three gas boilers in a three-family home.
371. On November 19, 2020, Haberfield received an estimate from CT Heat Pros for \$190.37 for diagnostics and a one-hour service fee.
372. The estimate provided by CT Heat Pros to Haberfield does not contain Respondent’s registration number, the contractor’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
373. On November 19, 2020, Haberfield received an estimate from CT Heat Pros for the \$7,596.08 for the installation of a gas boiler, plumbing, gas piping, and piping and controls for the third floor at 50 Westbourne Parkway, Hartford, CT.
374. The estimate provided by CT Heat Pros to Haberfield does not contain Respondent’s registration number, the contractor’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
375. On November 19, 2020, Haberfield received an estimate from CT Heat Pros for \$1,595.25 for plumbing work for the second floor at 50 Westbourne Parkway, Hartford, CT.
376. The estimate provided by CT Heat Pros to Haberfield does not contain Respondent’s registration number, the contractor’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
377. On November 19, 2020, Haberfield received an estimate from CT Heat Pros for \$4,573.05 for the installation of a gas boiler at 50 Westbourne Parkway, Hartford, CT.
378. The estimate provided by CT Heat Pros to Haberfield does not contain Respondent’s registration number, the contractor’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
379. On November 25, 2020, Haberfield paid Respondent a deposit in the amount of \$7,250.00. Haberfield’s payment is reflected on a November 30, 2020 receipt signed by Respondent.
380. On December 21, 2020, Haberfield received an invoice from CT Heat Pros for \$6,078.58 for the installation of a gas boiler and the demo and removal of existing equipment for the first floor at 50 Westbourne Parkway, Hartford, CT. Haberfield paid Respondent the invoice amount in full on January 1, 2021.
381. The estimate provided by CT Heat Pros to Haberfield does not contain Respondent’s registration number, the contractor’s or Haberfield’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.

382. On December 21, 2020, Haberfield received a second invoice from CT Heat Pros for the installation of a gas boiler and the demo and removal of existing equipment for \$6,518.88.
383. The invoice provided by CT Heat Pros to Haberfield does not contain Respondent's registration number, the contractor's or Haberfield's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
384. During the relevant period above, Respondent frequently did not show on the dates he was scheduled to go to Haberfield's home.
385. Respondent installed two of three boilers but did it incorrectly, lied about pulling permits, and the pipes froze causing Haberfield significant damage.
386. No permits were obtained by Respondent for the work described above.
387. On October 12, 2021, Haberfield filed the complaint herein with the Department against Respondent.
388. On April 4, 2022, Haberfield received an invoice from R&E Heating and A.C. LLC for the replacement of a boiler due to the boiler freezing and leaking, pressure test of the gas line, permit cost, piping of all three boilers to code, correctly splitting the floors to boilers, and switching the radiators for \$15,489.88. Haberfield paid the invoice in full on May 24, 2022.
389. On November 16, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations.
390. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
391. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
392. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
393. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
394. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

395. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the November 19, 2020 diagnostics and service fee estimate.
- b. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the November 19, 2020 third floor estimate.
- c. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the November 19, 2020 estimate for the second floor.
- d. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the November 19, 2020 estimate for the gas boiler installation.
- e. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the December 21, 2020 invoice for the first floor.

- f. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the December 21, 2020 invoice for the gas boiler and demo and removal.
- g. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the November 19, 2020 diagnostics and service fee estimate.
- h. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the November 19, 2020 third floor estimate.
- i. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the November 19, 2020 second floor estimate.
- j. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the November 19, 2020 gas boiler installation estimate.
- k. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the December 21, 2020 first floor invoice.
- l. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the December 21, 2020 gas boiler and demo and removal invoice.
- m. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$2,269.25.
- n. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 395a-m above.
- o. Taking such other and further action as deemed necessary and proper.

Case No. 2021-73 Michelle Pracukowski

- 396. Michelle Pracukowski ("Pracukowski") called CT Heat Pros to 46 Keech Street, Putnam, CT to fix her oil furnace which was not running.
- 397. CT Heat Pros went to Pracukowski's home on March 11, 2021 and changed a flame sensor, reset the furnace, and left. Pracukowski was charged \$219.41 for the visit which she paid in full that same day.

398. After CT Heat Pros' visit, the furnace shut down and did not work.
399. Pracukowski called Respondent multiple times and was told it would cost \$279 for the company to go back to her home and that Pracukowski needed a new furnace.
400. Pracukowski called Respondent and requested a receipt for the work performed but never received a return call or a receipt.
401. On March 13, 2021, Pracukowski paid Justin Charles \$200.00 to repair her furnace. According to the receipt, there was a problem with the transformer and the pump had to be reset.
402. On March 24, 2022, Pracukowski filed the complaint herein with the Department against Respondent.
403. On April 21, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. On April 22, 2021 a second 10-day respondent letter was sent to Respondent. That same day, Respondent replied stating Eric Lebeau was dispatched to Pracukowski's home and that Eric Lebeau was a full time employee of Respondent. Eric Lebeau is licensed with the Department as a Heating, Piping & Cooling Limited Journeyperson license number HTG.0408194-B2. To date, Respondent has failed to provide the information requested by the Department.
404. On September 3, 2021, Investigator Sargeant wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) made false, misleading or deceptive representations regarding his work; (iii) engaged in unethical conduct; and (iv) violated the Connecticut Unfair Trade Practices Act.
405. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
406. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
407. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
408. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
409. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer; and
- e. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), and 42-135a.

410. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$200.00.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 410a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-357 Norman Livernoche

411. Normal Livernoche ("Livernoche") hired CT Heat Pros to install a new furnace but it was not installed to code and Livernoche had to pay a second company to fix the furnace.

412. On or around April 1, 2021, Livernoche received a work order receipt from CT Heat Pros identifying a total cost of \$7,318.45 for, among other things, plumbing work and the installation of an oil burner, tank, and hot water heater for a home in Moosup, CT. The work order identified the technician as being Bryan.

413. The work order provided by CT Heat Pros to Livernoche does not contain Respondent's registration number, the contractor's or Livernoche's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
414. On April 5, 2021, Livernoche received a work order from CT Heat Pros stating the technicians were to remove all old equipment and collect the balance due. The work order identifies the technicians as Eric Lebeau and Brandon Eudrico. Eric Lebeau is licensed with the Department as a Heating, Piping & Cooling Limited Journeyperson license number HTG.0408194-B2. Upon information and believe, Eric Lebeau was not a full time employee of Respondent. There is no record of Brandon Eudrico holding a license with the State of Connecticut.
415. Livernoche paid Respondent the remaining balance due on the work order.
416. On November 2, 2021, Livernoche received an invoice from Campbell Plumbing & Heating for \$2,561.00 to cut out and reinstall the boiler and piping due to incorrect piping and the boiler not working. Livernoche paid the invoice in full.
417. On November 16, 2021, Livernoche filed the complaint herein with the Department against Respondent.
418. On December 7, 2021, the Town of Plainfield Office of the Building Office inspected and approved the furnace.
419. On December 16, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
420. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
421. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
422. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
423. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law

regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

424. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
425. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$2,561.00.
 - d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 425a-c above.
 - e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-243 Jay van den Berg

426. Jay van den Berg (“van den Berg”) hired Respondent to install central air conditioning on the main floor of his home.
427. On April 1, 2021, van den Berg received an estimate from CT Heat Pros for the installation of a condenser with duct work, electrical, and a thermostat for \$8,817.25.
428. On April 14, 2021, van den Berg received an invoice from CT Heat Pros for \$8,817.25 for the installation of a condenser with duct work, electrical, and a thermostat at 136 Thompson Pike, Killingly, CT. According to van den Berg, the agreed-upon work was to be completed by May 18, 2021.
429. The invoice provided by CT Heat Pros to van den Berg does not contain Respondent’s registration number, the contractor’s signature, a notice of the consumer’s cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
430. van den Berg paid Respondent \$1,340.19 and \$4,000.00 on April 14, 2021. Listed on the two receipts provided by Respondent to van den Berg was CT Heat Pros’ license number HTG0408974-S1, which belongs to Enrique Herazo. At all relevant times, Enrique Herazo was a member of 4U Heating & Cooling Services and was not a full-time employee of Respondent.
431. van den Berg proceeded to make payments to Respondent throughout the relevant time period totaling \$9,067.30.
432. On April 19, 2021, Enrique Herazo contacted the Department requesting to be removed as CT Heat Pros’ contractor of record.
433. By June 3, 2021, Respondent still had not begun the agreed-upon work and van den Berg called Respondent stating if it was not completed by the next day he would cancel and request a refund. Respondent stated he would send someone to van den Berg’s home.
434. Someone by the name of Josh went to van den Berg’s home that day but did not finish the installation.
435. On June 10, 2021, the air conditioning was installed but the outside work was not complete.
436. After the installation, van den Berg reported problems with his air conditioning, including on June 19, 2021 when water leaked from the condenser resulting in water damage to the ceiling, duct work, and van den Berg’s clothing.
437. After the unit continued to leak, Respondent personally went to van den Berg’s home on June 24, 2021 with another individual to get the unit working. van den Berg stated that Respondent stated the condenser was installed incorrectly at that time.

438. van den Berg's unit continued to freeze and cause water damage from leaks after Respondent's visit, including on July 4, 2021 and July 5, 2021. The system was installed with issues, it froze over three times, struggled to lower the temperature in the house, and did not operate correctly.
439. On July 3, 2021, van den Berg sent Respondent an itemized list of costs associated with cleaning the water damage due to Respondent's installation of the air conditioning. This included receipts amounting to \$703.60 in dry cleaning, \$122.61 in materials to repair the ceiling, and \$10.00 worth of trash bags.
440. On July 9, 2021, after van den Berg made multiple attempts to contact Respondent, Respondent contacted van den Berg and stated he addressed every problem and threatened to call the police if van den Berg did not provide the final payment to Respondent.
441. On July 13, 2021, a representative from CT Heat Pros by the name of Eric went to the van den Berg's house but did not do any work and left.
442. On July 19, 2021, someone named Josh went to van den Berg's home and informed him there was no filter. The air conditioning continued to experience problems and did not operate correctly as of the date of van den Berg's complaint with the Department.
443. During the relevant period above, Respondent frequently did not show on the dates he was scheduled to go to van den Berg's home, including on May 19, 2021, June 3, 2021, July 15, 2021, and July 20, 2021.
444. On August 13, 2021, individuals named Victor and Jeff checked the freon levels.
445. No permits were pulled by Respondent. On August 17, 2021, after Respondent had performed work to van den Berg's home, van den Berg applied for a permit with the Town of Killingly and paid \$123.00. The permit was issued on August 25, 2021.
446. On August 18, 2021, van den Berg filed the complaint herein with the Department against Respondent.
447. On August 31, 2021, an inspection by the Town of Killingly Building Safety & Inspection Office did not approve the air conditioning system installed by Respondent, noting there were "multiple code violations."
448. On September 8, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
449. On September 28, 2021, van den Berg received an invoice from Quiet Corners Mechanical Services LLC for the diagnosis of the air conditioning system for \$319.05. That diagnosis found multiple deficiencies attributable to the Respondent.

450. On October 8, 2021, van den Berg received an estimate and compliance report from Fox Heating Service Inc., which recommended to replace the air conditioning system for \$12,220.00. The compliance report noted numerous deficiencies attributable to the Respondent.
451. On October 9, 2021, van den Berg received an invoice from Eric Sabo Plumbing Heating & Cooling, LLC recommending replacing the air conditioning system installed by Respondent for \$16,000.00. The invoice found multiple deficiencies attributable to Respondent.
452. On April 22, 2022, van den Berg received a quote from Petro Home Services for the installation of air conditioning system and removal of existing equipment for \$14,429.00.
453. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
454. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
455. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
456. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
457. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;

- e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
458. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$17,278.71.
 - d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 458a-c above.
 - e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-276 Sara and Tia Russo

459. Tia Russo and her partner Sara Russo (collectively, "Russo") hired Respondent to transition their heating to propane, air conditioning, and a tankless water heater for \$13,654.13.
460. On November 25, 2020, Russo received an invoice from Respondent for \$5,671.48 for the installation of an oil boiler and the removal the existing boiler at 100 Dixon Road, Sterling, CT. That same day, Russo paid Respondent a deposit in the amount of \$3,000.00.
461. The invoice provided by Respondent to Russo was signed by Respondent but does not contain Respondent's registration number, Russo's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
462. On April 15, 2021, Russo received an estimate from Respondent for \$13,654.31 for, among other things, the installation of a gas furnace, condenser, and water heater with electrical work, gas piping, and duct work
463. The estimate provided by Respondent to Russo does not contain Respondent's registration number, the contractor's or Russo's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work

464. On April 21, 2021, Russo paid Respondent \$7,334.93, and the remaining balance of \$6,319.38 was paid to Respondent through CorePlus Credit Union.
465. The installation was scheduled for May 24, 2021 through May 27, 2021 but CT Heat Pros did not show.
466. The installation was rescheduled for June 1, 2021 through June 4, 2021 but CT Heat Pros again cancelled. It was rescheduled for June 9, 2021. On June 9, 2021, someone came to Russo's home for ten minutes then left. Russo requested a refund from Respondent at this time but was told a refund would not be possible.
467. On June 28, 2021, after Respondent had performed work to Russo's home, a permit was applied for by CT Heat Pros with the Town of Brooklyn using Heating, Piping & Cooling Unlimited Contractor license number HTG.0391426-S1, which belongs to Laura Dandridge. The application was signed by CT Heat Pros. At all relevant times, Laura Dandridge was not a full-time employee of Respondent. The permit was issued on July 12, 2021.
468. As of July 14, 2021, no gas lines were run, the water heater was not installed, the old oil tank was not removed, and the ducts were not complete.
469. On September 13, 2021, Tia Russo filed a complaint on behalf of herself and Sara Russo with the Department against Respondent.
470. On September 26, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
471. On October 14, 2021, Russo received a proposal from Hometown Heating to install a water heater for \$4,104.60.
472. According to text message provided to the Department by Russo, Respondent stated he had a contractor available to go to Russo's home. On December 20, 2021, Russo asked Respondent to produce all licenses of contractors going to their home. Respondent stated he would produce licenses at point of arrival and refused to produce them prior to arrival.
473. On May 17, 2022, Russo received an estimate from Hometown Heating to pressure and fix an existing leak, fix the condensate line and suction line insulation for \$1,079.46. On May 24, 2022, Hometown Heating provided an invoice to Russo for \$1,079.46 for the completion of the aforementioned work.
474. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.

475. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
476. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
477. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
478. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
 - f. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice;
 - g. Connecticut General Statutes Section 20-427(a)(1) for failing to exhibit a certificate of registration upon request by the complainant;
 - h. Connecticut General Statutes 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - i. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(b), 42-135a(7), 20-427(a)(1), and 20-427(i).

479. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the November 25, 2020 invoice.
 - b. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00 for work offered and performed under the April 15, 2021 estimate.
 - c. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the November 25, 2020 invoice.
 - d. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00 for work offered and performed under the April 15, 2021 estimate.
 - e. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$5,184.00.
 - f. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 479a-e above.
 - g. Taking such other and further action as deemed necessary and proper.

Case No. 2021-301 Lee and Denise Oppert

480. Lee Oppert ("Oppert") and his wife, Denise, hired CT Heat Pros on May 6, 2021 to convert an oil heating system to a propane fueled tankless hot water system with a mini split system.
481. Respondent was paid in full by Oppert and CorePlus Credit Union.
482. Near the end of June 2021, CT Heat Pros began work on Oppert's home, including mounting a condenser to the house and installing two of the four mini heads.
483. On or around July 23, 2021, Oppert went to the East Lyme Town Hall and inquired about any permits pulled for his property. Oppert was informed that no permits had been applied for or obtained concerning his property.
484. Respondent called Oppert on July 23, 2021 stating he would come to Oppert's home to complete the installation. Oppert requested that Respondent show him a license and permit

before he came. Respondent did not appear at Oppert's home as originally stated and did not produce a license or permit.

485. Oppert received a copy of permit filed with the East Lyme Town Hall dated August 5, 2021 and a letter from a building inspector requesting additional information before issuing the permit. As of October 4, 2021, the additional information request had not been responded to.
486. An individual named Victor went to Oppert's home to take measurements on August 24, 2021.
487. On August 30, 2021, Oppert informed Respondent telephonically that he no longer wanted Respondent to install the tankless hot water system but that he wanted Respondent to complete the mini split system. This was the last time Oppert heard from Respondent.
488. On October 4, 2021, Oppert filed the complaint herein with the Department against Respondent.
489. On October 6, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
490. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
491. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
492. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
493. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
494. The Department alleges the following violations:
 - a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;

- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- e. Connecticut General Statutes Section 20-427(a)(1) for failing to exhibit a certificate of registration upon request by the complainant;
- f. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- g. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(a)(1), and 20-427(i).

495. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 495a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2022-58 Kati Lynne Shaw

496. Kati-Lynne Shaw ("Shaw") hired Respondent in May of 2020 for the installation of a central air system.

497. Respondent never provided Shaw with documentation or copies of the agreed-upon work. Shaw e-signed the contract and while Respondent stated Shaw would receive a paper copy, Shaw never received one.

498. In the summer of 2021, Shaw had someone come to service her system and was informed that there was a list of problems, including that there was no filtration system.

499. On August 26, 2021, the Plainfield Town Hall Building Official, Richard Martel, wrote a “quick review of the system” installed by Respondent and stated “more time needs [t]o be spent to go over entire system.” The review noted that no permit was pulled as well as numerous deficiencies attributable to Respondent.
500. On December 17, 2021, Shaw received an inspection report from Timothy Faille, the owner of Air Pro Services LLC, and Don Sanborn, from S&S Sheetmetal. The report noted numerous deficiencies attributable to Respondent.
501. The report estimated that it would cost \$6,500.00 to fix the duct work system and \$600.00 to fix the condensate drain, for a total of \$7,100.00 plus tax.
502. On February 23, 2022, Shaw filed the complaint herein with the Department against Respondent.
503. On February 25, 2022, the Respondent and his attorney were mailed 10-day respondent letter which informed them of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
504. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
505. On November 10, 2022, the Department and Respondent, through Respondent’s attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
506. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
507. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
508. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor’s registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor’s registration

number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;

- d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i)..
509. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$7,500.
 - d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 509a-c above.
 - e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-142 Kevin Hurley

510. Kevin Hurley ("Hurley") first heard of CT Heat Pros was when he saw a CT Heat Pros' advertisement for \$99 AC servicing special.
511. According to the advertisement, CT Heat Pros offered to clean indoor and outdoor coils, change indoor filters, and check refrigerant levels for \$99. The advertisement listed Heating, Piping & Cooling Unlimited Contractor license number HTG.0391426-S1 on it, which belongs to Laura Dandridge. At all relevant times, Laura Dandridge was not a full-time employee of Respondent.
512. On May 18, 2021, Hurley hired CT Heat Pros to perform a yearly cleaning of his air conditioning system. During the cleaning, Hurley was informed by CT Heat Pros that his system was low on refrigerant. Hurley agreed to have CT Heat Pros fill the refrigerant.

513. Respondent charged Hurley \$99 for the cleaning and approximately \$343.50 for 1.5 pounds of R22 freon, for a total of \$465.90. Hurley paid \$465.90 to Respondent in full but was never provided a copy of the receipt.
514. After CT Heat Pros left, the air conditioning was blowing warm air, so Hurley called Respondent to look at the system again. Hurley was informed that the system was empty of refrigerant and that this indicated a leak. CT Heat Pros told Hurley he would need an entirely new system installed.
515. CT Heat Pros proceeded to pressure Hurley into buying a new system. According to a May 24, 2021 text message provided by Hurley to the Department, Jeff Wilson from CT Heat Pros told Hurley to “move quick” if he wanted to replace the system because “equipment keeps going up in price and we are booking out to July.”
516. On May 26, 2021, Saveway Petroleum Inc. went to Hurley’s home to inspect his system. Saveway Petroleum Inc. confirmed there was no refrigerant in the system. Saveway Petroleum Inc. pressured the condenser and after six days it did not lose pressure, indicating there was no leak. On May 26, 2021, Saveway Petroleum Inc. sent Hurley an invoice for \$171.87 for its work.
517. On June 3, 2021, Hurley filed the complaint herein with the Department against Respondent.
518. On June 8, 2021, Saveway Petroleum Inc. refilled Hurley’s refrigerant for \$325.00.
519. On June 22, 2021, the Department mailed Respondent 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
520. On September 14, 2021, Investigator Sargeant, wrote an investigation report in which he determined that Respondent (i) was engaging in, practicing, and offering unlicensed work; (ii) commenced work prior to obtaining a permit; (iii) made false, misleading or deceptive representations regarding his work; (iv) engaged in unethical conduct; and (v) violated the Connecticut Unfair Trade Practices Act.
521. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
522. On November 10, 2022, the Department and Respondent, through Respondent’s attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
523. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

524. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

525. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- c. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer; and
- d. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-429(a)(1)(A), and 42-135a.

526. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$30.99.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 526a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-214 Matthew Goddu

527. On June 8, 2021, Matthew Goddu ("Goddu") received an estimate from CT Heat Pros for \$11,000.00 for the installation of a new central air conditioning system, including ductwork and electrical at 86 Eager Road, Franklin, CT. The work was scheduled to be

completed on July 21, 2021 and July 22, 2021 and it was represented to Goddu that the Respondent would personally perform the installation.

528. The estimate provided by Respondent to Goddu does not contain Respondent's registration number, the contractor's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
529. A few days after receiving the estimate, Respondent and an individual named Jeff went to Goddu's home to collect \$7,200.00 in cash.
530. When Respondent was asked for the model numbers of the equipment being installed Respondent would not provide the model numbers.
531. On July 20, 2021, the day before the scheduled installation, Jeff from CT Heat Pros called Goddu and stated CT Heat Pros could not perform the installation until August 11, 2021. Goddu requested the model numbers from Jeff but was not provided with them. After calling Jeff a second time, Jeff provided the model numbers to Goddu's wife. The model numbers provided were for the lowest end model made by RunTru, not the agreed-upon Trane models that were in the estimate.
532. On July 21, 2021, Goddu's wife called CT Heat Pros and spoke to Respondent, Respondent stated the models Goddu was getting were the same thing as Trane.
533. While speaking with Respondent on July 21, 2021, Goddu and his wife requested a refund. Respondent laughed and stated Goddu would have to pay a hefty restocking fee and shipping.
534. On July 29, 2021, Goddu filed the complaint herein with the Department against Respondent.
535. On August 24, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
536. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
537. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
538. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

539. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

540. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- c. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- d. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
- e. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
- f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(b), and 42-135a(7).

541. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 541a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-258 James O'Brien

542. James O'Brien ("O'Brien") hired CT Heat Pros to replace his boiler at 22 Hillside Drive, Plainfield, CT for \$6,225.11.
543. On May 2, 2021, O'Brien paid Respondent a deposit in the amount of 3,600.00.
544. Respondent continuously delayed appointments to perform the installation, including appointments scheduled in May, June, July, and August of 2021.
545. On June 8, 2021, O'Brien received a work order for the installation of the boiler. The work order identified the technicians as Justin and Joshua T. CT Heat Pros did not show for the scheduled appointment. Upon information and belief, Justin refers to Respondent.
546. On July 1, 2021, O'Brien received a work order for the installation of the boiler. The work order identified the technicians as Justin, Jeffrey Wilson, and Joshua T. Upon information and belief, Justin refers to Respondent.
547. O'Brien contacted the building department and was informed that no permits were applied for.
548. On August 30, 2021, O'Brien filed a complaint with the Department against Respondent.
549. At some point prior to September 29, 2021, Respondent attempted to install a boiler at O'Brien's home that was not the agreed-upon boiler. Respondent was told not to install the boiler since it was the incorrect boiler. The boiler remained unconnected at O'Brien's home.
550. According to photos submitted to the Department, the boiler left by Respondent was dented and scratched with the name New Yorker on it.
551. On September 13, 2021, Respondent and his attorney, John A. Ferranti, was mailed a 10-day respondent letter which informed them of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
552. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
553. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
554. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.

555. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

556. The Department alleges the following violations:

- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
- b. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- c. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
- d. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- e. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

557. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 557a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-211 Jennifer and Jeff Durand

558. Jennifer Durand, on behalf of herself and her husband Jeffrey Durand (collectively, "Durand"), first heard of CT Heat Pros from a Facebook advertisement, which stated that CT Heat Pros was licensed and insured.

559. On June 9, 2021, Respondent and Jeff Wilson went to the Durand's home to give a free estimate.
560. Durand agreed to an estimate for \$15,489.13 from Respondent for the installation of central air conditioning with heat and hot water. The work was to be performed at 124 Margaret Henry Road, Danielson, CT.
561. Durand paid Respondent the amount in full on June 28, 2021.
562. CT Heat Pros did not show up for four or five scheduled appointments, including on June 29, 2021 and July 13, 2021.
563. On July 26, 2021, Durand filed the complaint herein with the Department against Respondent.
564. On July 28, 2021, Durand contacted Respondent and Jeff Wilson via text and requested a full refund. Durand was not provided with the requested refund.
565. On August 3, 2021, Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded with the requested information.
566. On August 9, 2021, Durand contacted the building department and was informed that a permit had never been applied for.
567. Durand stated that when they requested Respondent provide them with a copy of the contract with CT Heat Pros, Respondent declined to provide the contract.
568. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
569. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
570. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
571. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.

572. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - c. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - d. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
 - e. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-429(a)(1)(A), 42-135a, 20-427(b), and 42-135a(7).

573. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 573a-b above.
- d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-383 Dori Baril

574. On June 14, 2021, Joseph Baril ("Baril") received an estimate from CT Heat Pros for \$8,668.09 for the installation of a gas furnace, cooling system, condensate pump, venting, and the removal of existing equipment at 13 Woodstock Hills Dr., Woodstock, CT.

575. The estimate provided by Respondent to Baril did not contain Respondent's registration number, the contractor's signature, a notice of the consumer's cancellation rights, a completed form in duplicate, or a starting and ending date for the work.
576. CT Heat Pros subsequently performed the agreed-upon work but upon completion the furnace did not work.
577. Baril contacted a new contractor who informed him that the installation was incomplete, including that the system lacked a required LP gas conversion kit and was not vented to the outside.
578. On October 10, 2021, Baril received a paid invoice in the amount of \$620.00 from Sharpco Home Services for the installation of a propane conversion kit and exhaust vent pip. The invoice stated "Due to improper installation of new heating system done by CT heat pro. Customer was unaware job was never done correctly. If system ever started up . . . would have filled the house with carbon monoxide."
579. On November 4, 2021, Baril filed the complaint herein with the Office of the Attorney General against Respondent, which was forwarded to the Department.
580. On December 17, 2021, the Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded to the request.
581. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
582. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
583. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
584. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
585. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;

- b. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
- c. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;
- d. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
- e. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).

586. Prayer for Relief:

- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
- b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
- c. Pursuant to Connecticut General Statutes Section 42-110b, restitution in the amount of \$620.00.
- d. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 586a-c above.
- e. Taking such other and further action as deemed necessary and proper.

Case No. 2021-202 Pam Hiti

587. Pam Hiti ("Hiti") had CT Heat Pros at her home, located at 14 Cross Creek Road, Plainfield, CT, on June 29, 2021 after her air conditioning was not cooling her home.

588. CT Heat Pros put coolant in Hiti's unit, but it still did not work. CT Heat Pros recommended replacing the unit entirely and Respondent told Hiti he would personally start the next night. Hiti gave Respondent a check for \$3,720.00.

589. Respondent did not show on June 30, 2021 as scheduled.

590. When Hiti called Respondent, Respondent stated he would be there on July 1, 2021. Respondent once again did not show on July 1, 2021. An apprentice went to Hiti's home on July 1, 2021 and removed the old compressor.

591. When Hiti called Respondent, he stated he would be there on July 2, 2021 at 11:00 a.m. Respondent once again did not show as scheduled. At that point Hiti stopped payment on her check to Respondent.
592. When Hiti cancelled the check Respondent called and accused her of breaking the contract. Hiti stated she had never signed a contract with Respondent.
593. Hiti paid Respondent \$629.00 for his removal of the old compressor.
594. Hiti requested a copy of the contract from Respondent on three occasions but never received it.
595. No permits were obtained by Respondent.
596. On July 25, 2021, Hiti filed the complaint herein with the Department against Respondent.
597. On August 2, 2021, Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded.
598. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
599. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
600. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
601. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
602. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;

- c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the owner and contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide an agreement that was signed and dated by the buyer and providing a notice of cancellation to the consumer;
 - e. Connecticut General Statutes Section 20-427(i) for failing to obtain applicable building or construction permits prior to commencing work; and
 - f. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, and 20-427(i).
603. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 603a-b above.
 - d. Taking such other and further action as deemed necessary and proper.

Case No. 2021-248 Beth Barrette

604. On July 15, 2021, Beth Barrette ("Barrette") received an estimate from CT Heat Pros for \$2,553.45 for the installation of an oil tank and removal of old equipment at 214 Coomer Hill Road, Dayville, CT.
605. The work was agreed to be performed on August 17, 2021. On August 16, 2021, Barrette received a text message from CT Heat Pros confirming the appointment the next day. CT Heat Pros did not show up for the scheduled appointment on August 17, 2021.
606. Barrette attempted to call CT Heat Pros but no one answered or returned her phone calls. Barrette went to the office of CT Heat Pros on August 18, 2021. Barrette was told by two technicians in the office that the Respondent would call her back.

607. Barrette subsequently received a call from someone named Jeff, who described himself as a friend of Respondent's. Barrette requested a refund from Jeff.
608. Barrette also sent an email to the address that she received the estimate from and requested a refund.
609. On August 21, 2021, Barrette filed the complaint herein with the Department against Respondent.
610. On August 25, 2021, Department mailed Respondent a 10-day respondent letter which informed him of this complaint and requested a response to the allegations. To date, Respondent has not responded.
611. On October 27, 2022, the Department issued a notice scheduling a compliance meeting for November 10, 2022 at 10:00 a.m. On November 9, 2022, Respondent requested a continuance of the compliance meeting, which the Department granted.
612. On November 10, 2022, the Department and Respondent, through Respondent's attorney John A. Ferranti, agreed to continue the compliance meeting to November 18, 2022 at 12:00 p.m.
613. On November 18, 2022 at 11:30 a.m., Attorney Ferranti contacted the Department and stated the Respondent was not attending the meeting and Respondent had nothing to add to the matters at this time. The Department informed Attorney Ferranti that a continuance of the compliance meeting would not be granted.
614. The Department held a Compliance Meeting on Microsoft Teams to provide the Respondent with an opportunity to demonstrate that he was in compliance with the law regarding the facts of this complaint. After ten minutes, neither Respondent nor his attorney attended the meeting and the meeting was adjourned.
615. The Department alleges the following violations:
- a. Connecticut General Statutes Section 20-334(a) for engaging, practicing, and offering to perform the work of any occupation without first obtaining the appropriate license;
 - b. Connecticut General Statutes Section 20-427(a) for failing to include the contractor's registration number in an advertisement;
 - c. Connecticut General Statutes Section 20-429(a)(1)(A) for failing to provide a contract in writing, signed by the contractor, containing the contractor's registration number, a notice of the consumer's cancellation rights, completed form in duplicate, and a starting and ending date;
 - d. Connecticut General Statutes Section 42-135a for failing to provide a notice of cancellation to the consumer;

- e. Connecticut General Statutes, Section 20-427(b) for failing to refund the amount paid within 10 days of a written request;
 - f. Connecticut General Statutes Section 42-135a(7) for failing or refusing to honor a valid notice of cancellation by the buyer within 10 business days after the receipt of such notice; and
 - g. Per se violation of Connecticut General Statutes Section 42-110b, the Connecticut Unfair Trade Practices Act, for violations of Sections 20-334(a), 20-427(a), 20-429(a)(1)(A), 42-135a, 20-427(i), and 42-135a(7).
616. Prayer for Relief:
- a. Pursuant to Connecticut General Statutes Section 20-341(b), the imposition of a civil penalty in the amount of \$3,000.00.
 - b. Pursuant to Connecticut General Statutes Section 20-427(d), the imposition of a civil penalty in the amount of \$1,500.00.
 - c. Pursuant to Connecticut General Statutes Section 20-426, the revocation or refusal to issue or renew the Respondent's license if Respondent fails to pay the civil penalty ordered in paragraph 616a-b above.
 - d. Taking such other and further action as deemed necessary and proper.

NOTICE OF HEARING

Notice is hereby given to you, Justin Lanno dba CT Heat Pros LLC and CT Permit Pros, in accordance with Connecticut General Statutes §4-177, **the day of January 5, 2022 at 10:00 a.m. and January 6, 2022 at 10:00 a.m.**, is hereby fixed as the time when, **remotely via the Microsoft Teams video meeting platform (Teams)** the hearing will be held before hearing officer Cat Arsenault on the charges set forth in the Complaint at which time and place you will have the right to appear and answer to these charges being brought against you under Chapters 393, 400, 735a, and 740 of the Connecticut General Statutes. The hearing will be conducted in accordance with Chapter 54 of the Connecticut General Statutes.

You are hereby notified that you have the right to file a written answer to the Complaint and charges therein stated and appear at the time and place so fixed for such hearing via Teams, or otherwise, with or without counsel, and submit testimony and be fully heard. At the hearing you will also have an opportunity to cross-examine witnesses and present evidence, testimony and argument on all issues involved and inspect and copy all relevant and material records, papers or documents.

Please note that pursuant to §4-177c(b) of the General Statutes, persons who are not parties or intervenors may be given an opportunity to present oral or written statements, at the discretion of the presiding officer(s), and such statements may be required to be given under oath or affirmation.

If you fail to appear at the hearing, upon proof that due notice was served upon you to appear, the hearing officer(s) may proceed in the same manner as though you were present in person.

WHEREFORE, the Department of Consumer Protection on this 26th day of November, 2022, issues its Complaint against said Respondent.

FOR THE DEPARTMENT,



Stephanie Bartone
Staff Attorney