



STATE OF CONNECTICUT
BEFORE THE COMMISSIONER OF CONSUMER
PROTECTION

In the Matter of Mengke Tang
d/b/a J&C Kitchen and Bath, LLC
246 Naugatuck Avenue, Suite A
Milford, CT 06460

Case No. 2021-624

NOTICE OF DECISION

I. INTRODUCTION

This matter was commenced by an administrative complaint issued by the Department of Consumer Protection ("Department" or "DCP") on May 5, 2025 ("Complaint"), alleging Mengke Tang, doing business as J&C Kitchen and Bath, LLC, ("Respondent") violated the Home Improvement Act, Chapter 400, Chapter 416, and Chapter 740 of the Connecticut General Statutes Connecticut ("Conn. Gen. Stat.") and section 42-110b of the Connecticut General Statutes.

A formal administrative hearing opened at 09:11 a.m. on May 27, 2025, with Patricia Marealle designated as hearing officer by the Commissioner of Consumer Protection. Respondent failed to appear at the hearing. The record was kept open until end of day May 28, 2025.

On May 6, 2025, the Department sent notice of the hearing, including the complaint, hearing instructions and a cover letter by USPS certified mail and USPS first class mail to the Respondent and Respondent's registered agent at address 246 Naugatuck Ave, Suite A, Milford, CT 06460. Department of Consumer Protection Exhibits ("DCP Ex.") 3B and 3C. The certified mailings to the Respondent and the registered agent were both returned to the Department on May 21, 2025, as "Not deliverable as addressed, unable to forward." DCP Ex. 3D. In addition to the physical mailings, the Department also emailed a copy of the notice of hearing, including the complaint, hearing instructions and a cover letter to Respondent's email on file with the Department. DCP Ex. 3. The Department provided documents that the emailed notice was delivered to Respondent's email address. DCP Ex. 3A. On May 22, 2025, the Department emailed Respondent an amended complaint and hearing instructions and email delivery was confirmed. DCP Ex. 2, 2A and 2B. The Department provided further evidence that the email and address used for Respondent was information Respondent used for his credential application as well as communication with the Department in the past. DCP Ex. 8 and 8A. Lastly, a notice of the hearing was posted on the Connecticut Secretary of State's website on May 22, 2025, a public domain that anyone can access freely, giving public notice of the upcoming Department hearing. DCP Ex. 4.

After presenting exhibits establishing notice and service, the Department moved for a default judgement on liability. Given the extensive efforts by the Department to provide notice to the Respondent, this hearing officer found that notice of the hearing was proper and timely and that the Department made more than sufficient attempts to communicate with and provide notice to the Respondent. Following the Department's oral motion, an Order of Default was entered against the Respondent and the hearing proceeded on the question of damages and remedies. (Tr. 18:38–52:38 (default discussion and ruling); DCP Ex. 1 -8A.

II. FINDINGS OF FACT

The Department was represented by Attorney Vicky Bullock and introduced 26 exhibits that were admitted into evidence and had two (2) witnesses testify: Special Investigator Jesus Yllescas and Complainant Damara O'Neill. The findings of fact below are based on facts, as alleged in the complaint, that are deemed true based on the default ruling against the Respondent and other record evidence.

1. The Respondent previously held Home Improvement Contractor registration credential No. HIC.0656399, issued by the Department, which expired effective March 31, 2025.

2. The Respondent has been engaged in home improvement activities from at least 2019 as defined by Sec. 20-419; 20-420; and 20-427 of the General Statutes.

3. The Respondent was the sole owner of J&C Kitchen and Bath LLC ("J&C LLC"), with a business address at 246 Naugatuck Avenue, Suite A, Milford, CT 06460. The registered agent for service is listed as Bei J. Li at the same address. J&C Kitchen and Bath, LLC was dissolved effective May 28, 2021.

4. At all times relevant herein, Respondent engaged in home improvement activities and entered numerous contracts to do home improvement work, including, but not limited to a contract to perform home improvement work for Connecticut consumer Damara O'Neill ("Complainant O'Neill") residing at 10 Frate Court, Darien, CT 06820.

5. On or about June 26, 2021, Complainant O'Neill went to Respondent's physical storefront location to inquire about kitchen cabinet work to be done at the Complainant's single-family home.

6. Complainant O'Neill had found Respondent's business through an internet Google search and had picked Respondent's business because they advertised that masks were required in their store, and that all staff wore masks.

7. At Respondent's store, staff appeared to follow strict COVID-19 prevention protocols such as mask wearing, using plexiglass barriers between customers and consumers at the checkout counter and limiting the number of customers in the store at one time.

8. That same day, while Complainant O'Neill was at the Respondent's store, the Respondent emailed Complainant O'Neill a written contract under the name J&C Kitchen and Bath, LLC to perform the removal and installation of kitchen cabinets and countertops for a total of \$13,964.00, including materials and labor.

9. The emailed contract omitted a start and end date, a HIC registration number, address information for both the Respondent and Complainant O'Neill, and failed to clearly explain Complainant O'Neill's cancellation rights under Connecticut law.

10. Furthermore, at the time of the contract offer to Complainant O'Neill, Respondent falsely represented itself as a registered home improvement entity, namely J&C LLC, when in fact, J&C LLC was not registered and no certificate of registration for the entity existed with the Department.

11. While Respondent personally held credential No. HIC.0656399, J&C LLC did not hold any Home Improvement Contractor credential with the Department at that time.

12. It was not until on or about March 30, 2025, that the Department issued Home Improvement Contractor registration credential HIC.701403 for the entity J&C Kitchen and Bath Supplies, Inc.

13. On or about June 26, 2021, Complainant O'Neill accepted the contract via electronic mail and issued to the Respondent a check for \$6,000 as a deposit for the cabinet renovations.

14. No physical signature was collected by Respondent at the time of acceptance, and Respondent did not provide a verbal notification of Complainant O'Neill's cancellation rights.

15. On or about August 13, 2021, Complainant O'Neill issued an additional check for \$1,197.74 as further payment toward the project.

16. In total, Complainant O'Neill paid the Respondent \$7,197.74, which was comprised of a \$4,887.74 materials fee, a \$1,880 installation fee and a \$430 assembly fee.

17. On or about August 13, 2021, Respondent's employee arrived at Complainant O'Neill's residence to begin work on the home improvement project. Respondent's employee was not wearing a mask.

18. Complainant O'Neill informed Respondent's employee that he was required to wear a face mask inside the home to protect her immune-compromised children from potential COVID-19 exposure.

19. Despite Complainant O'Neill's request, the Respondent's employee insisted on entering the home without wearing a mask.

20. Complainant O'Neill immediately contacted Respondent and requested that it require its employee wear a mask before commencing work, however Respondent refused to require the employee to do so.

21. Respondent stated that it could not force its employee to wear a mask for medical reasons and that it would have been extremely uncomfortable performing his duties with a mask on due to

an on-going heat wave moving through the state, especially considering the nature of the physically intensive work its employees was about to undertake.

22. Complainant O'Neill therein informed the Respondent of her decision to cancel the contract.

23. After the cancellation, Respondent's employee left the unassembled cabinets in the driveway of the Complainant's home and left the premises.

24. Despite repeated requests following the events of August 13, 2021, Respondent has failed to fully reimburse Complainant O'Neill for the monies paid toward the project for the installation and assembly fees, or to return to complete the project per the terms of the original contract.

25. The Respondent maintains that Complainant O'Neill was the one to breach the contract when she denied Respondent and his employees access to the home to perform their obligations under the contract therefore Complainant O'Neill should not be entitled to a refund.

26. To date, Complainant O'Neill remains in possession of all materials she paid for under the contract and Respondent issued a partial refund in the amount of \$1,000 towards the fees for labor not performed.

III. CONCLUSIONS OF LAW

A. Liability

Based on the allegations contained in the Department's complaint, the evidence it entered in support thereof, and the default judgement, this hearing officer makes the following conclusions of law regarding Respondent's liability:

1. Respondent has been engaged in home improvement as defined under Conn. Gen. Stat. §§ 20-419 and 20-420 since at least 2019.

2. Respondent's business practices as demonstrated in this matter by the Department are of a misleading, deceptive, or defrauding nature to the public or the Commissioner pursuant to Conn. Gen. Stat. § 20-426(a)(1).

3. Respondent failed to comply with Sec. 20-426(a)(4) of the General Statutes in that Respondent's conduct herein constitutes unfair or deceptive business practices.

4. Respondent failed to comply with Sec. 20-426(a)(5) in that Respondent's actions constitute a violation of the provisions of the general statutes relating to home improvements and regulations adopted pursuant to such provisions.

5. Respondent failed to comply with Sec. 20-429(a)(1)(A) of the General Statutes in that Respondent's home improvement contracts were invalid or unenforceable against an owner unless the contract: (ii) is signed by the owner and the contractor; (iv) contains the date of the transaction, (v) contains the name and address of the contractor and the contractor's registration number, (vi) contains a notice of the owner's cancellation rights

in accordance with the provisions of chapter 740, (vii) contains a starting date and completion date and (viii) is entered into by a registered salesman or registered contractor.

6. Respondent failed to comply with Sec. 42-135a(1) in that Respondent failed to provide a fully completed copy of the contract at the time the contract was executed.

7. Respondent failed to comply with Sec. 42-135a(2) in that Respondent failed to provide duplicate notice.

8. Respondent failed to comply with Sec. 42-135a(3) in that Respondent failed to, before furnishing copies of the "Notice of Cancellation" to the buyer, complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation.

9. Respondent failed to comply with Sec. 42-135a(5) in that Respondent failed to inform each buyer, orally, at the time such buyer signs the contract or purchases the goods or services, of such buyer's right to cancel.

10. Finally, regarding liability, this Hearing officer concludes that all of the above violations of Title 20, Chapter 400 of the Connecticut General Statutes are per se violations of the Connecticut Unfair Trade Practices Act (CUTPA), Conn. Gen. Stat. § 42-110b (a), pursuant to Conn. Gen. Stat. § 20-427(c).

B. Restitution

The Department requested one thousand, three hundred and ten dollars (\$1,310) in restitution for Complainant O'Neill pursuant to C.G.S. § 20-432(h). This restitution encompassed the remainder of the labor costs for installation and assembly that Respondent did not perform due to the premature termination of the contract. The Complainant maintained that Respondent's actions for refusing to wear a mask in her home during the home improvement activities necessitated her decision to terminate the contract. Complainant O'Neill further asserts that had Respondent not misleadingly portrayed itself as a "COVID conscious" contractor, she would have never hired Respondent for the home improvement project. Respondent meanwhile maintained that Complainant O'Neill was the one who breached the contract when she asked Respondent's employees to leave her home because they would not wear masks. This is especially so since the contract duties could have been performed without such a requirement.

Connecticut contract law requires mutual assent to definite terms. Where an alleged condition is not made explicit, the law does not treat the contract as incorporating that unstated condition. *Bridgeport Pipe Eng'g Co. v. DeMatteo Constr. Co.*, 159 Conn. 242, 248 (1970) ("To constitute an offer and acceptance sufficient to create an enforceable contract, each must be found to have been based on an identical understanding by the parties."). Restitution under § 20-432(h) and § 42-110d(d) is flexible and aimed at fairness. *See Naples v. Keystone Bldg. & Dev., LLC*, 295 Conn. 214, 223–24 (2010) (contract remedies are to place the injured party in as good a position as full performance, subject to equitable considerations and mitigation); *West Haven*

Sound Dev. Corp. v. City of West Haven, 201 Conn. 305, 319 (1986) (parties have a duty to act reasonably to avoid or reduce loss).

The record establishes that Respondent's storefront did implement COVID-19 precautions as presented in his Google advertisement. When Complainant O'Neill patroned the store she testified to observing numerous actions by the Respondent and his staff to follow recommended COVID-19 precautions, including masking, plexiglass barriers, and limited traffic. Complainant O'Neill therefore assumed that similar precautions would be taken during the execution of the in-home renovations, or at the very least Respondent and his employees would wear masks in her home. There is nothing in the record that supports that the Complainant and the Respondent discussed this particular requirement. In fact, to the contrary, Complainant O'Neill actually testified that an express condition for Respondent or its employees to wear a mask in her home was never brought up or discussed, it was implied on her end given what she observed at Respondent's store. Nonetheless, Complainant O'Neill maintained that Respondent was deceptive in his advertising regarding COVID-19 precautions, and therefore he breached the contract first by not requiring his employees to wear a mask in her home.

To support a finding of liability under a breach of contract claim, however, Respondent would have needed to be aware that Complaint O'Neill particularly chose to enter into a contract with Respondent in large due to the COVID precautions displayed at the store rather than Respondent's abilities to perform the work contracted for. Therefore, Complainant O'Neill bore a responsibility to make clear to Respondent of any in-home masking requirements as a condition precedent to performance. This is especially so since wearing a mask was not an inherently essential component of any of the work enumerated in the contract between Respondent and Complainant O'Neill. Furthermore, while Respondent may have advertised and held itself out as taking COVID-19 precautions seriously at its store, the evidence in the record does not support Respondent made any representations of adhering to these same strict standards outside the store. Lastly, the record contains some evidence that Respondent incurred some costs to have an employee available August 21, 2021, to begin work at Complainant O'Neill's home. Nonetheless, since Respondent did not appear at the hearing, no testimony or records are available regarding what these costs may have been, or what actions Respondent may have taken to mitigate or reduce loss.

Considering all the above, this Hearing Officer therefore finds that on this record the cause of the breakdown in the contract was a shared failure by both parties. Complainant O'Neill for not expressing her explicit masking terms for the contract performance and Respondent for not taking any action after discovering such terms to mitigate loss. Accordingly, the Department's restitution request is partially granted, and equity favors that Complainant O'Neill should be allowed to recover most but not all of the labor cost fees paid to the Respondent. Complainant O'Neill paid two thousand-three hundred ten dollars (\$2,310) to the Respondent for installation and assembly fees. The record shows that Respondent has already returned one thousand dollars (\$1,000) to Complainant O'Neill, therefore, one thousand three hundred and ten dollars (\$1,310), the requested amount, remains outstanding. Complainant O'Neill should be allowed to recover six hundred and fifty-five dollars (\$655), which would represent half of the requested amount. The remaining six hundred and fifty-five dollars (\$655) is assumed to cover any costs Respondent may have incurred due to Complainant O'Neill cancelling the contract.

IV. ORDERS

Based on the record evidence and the Department's Prayer for Relief, this hearing officer finds that there is sufficient cause to issue the following orders:

1. IT IS HEREBY ORDERED that the Respondent ceases and desists from any further unfair and deceptive business practices that have been deemed by this decision to be violations of law pursuant to Conn. Gen. Stat. Sec. 42-110d (d).
2. IT IS HEREBY ORDERED that, the Respondent shall pay a total of three thousand dollars (\$3,000) in civil penalties as follows:
 - i. Pursuant to Conn. Gen. Stat. Sec. 20-427(d), Respondent shall pay a civil penalty of five hundred dollars (\$500), for representing itself falsely as a home improvement contractor in violation of Conn. Gen. Stat. Sec. 20-427(b)(3).
 - ii. For violation of Conn. Gen. Stat. Sec. 20-427(b)(5), for offering to make or making any home improvement without having a current certificate of registration under Chapter 400, Respondent shall pay a civil penalty of five hundred dollars (\$500).
 - iii. For violation of Conn. Gen. Stat. Sec. 42-135a(l), for failing to provide a fully completed copy of the contract at the time the contract was executed, the Respondent shall pay a civil penalty of five hundred dollars (\$500).
 - iv. For violation of Conn. Gen. Stat. Sec. 42-135a(2), for failing to provide duplicate notice, the Respondent shall pay a civil penalty of five hundred dollars (\$500).
 - v. For violation of Conn. Gen. Stat. Sec. 42- 135a(3), for failing to, before furnishing copies of the "Notice of Cancellation" to the buyer, complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation, the Respondent shall pay a civil penalty of five hundred dollars (\$500).
 - vi. For violation of Conn. Gen. Stat. Sec. 42-135a(5), for failing to inform the buyer orally, at the time such buyer signs the contract or purchases the goods or services, of such buyer's right to cancel, the Respondent shall pay a civil penalty of five hundred dollars (\$500).
 - vii. Respondent shall make all civil penalties payments under this Order no later than thirty (30) days after the date the Commissioner of the Department of Consumer Protection issues his final Decision and Orders.

All payments shall be paid online at <https://elicense.ct.gov> by logging into the existing account using Respondent's personal login information, then clicking on "pay outstanding fees."

All payments received from the Respondent for civil penalties shall be deposited into the Department's Consumer Protection Enforcement Fund Account (35125).

- V. IT IS HEREBY ORDERED that, Respondent shall pay restitution in the amount of six hundred and fifty-five dollars (\$655), arising from loss or damages sustained by Complainant O'Neill as a result of Respondent's actions while offering to perform home improvement in accordance with Sec. 20-432(h). Payment shall be made directly to Damara O'Neill, 10 Frate Court, Darien, CT 06820 no later than forty-five (45) days after the date the Commissioner of the Department of Consumer Protection issues his final Decision and Orders. Once payment is complete, Respondent shall provide proof of such payment by email to vicky.bullock@ct.gov.
- VI. IT IS HEREBY ORDERED that, pursuant to Conn. Gen. Stat. § 20-426, any credential held by Respondent or its affiliates shall be suspended until such time as restitution and any civil penalties imposed under this order have been paid in full or otherwise resolved to the satisfaction of the Department.

This Order shall be effective on the date a copy of this final decision is sent, by certified mail or email, to the Respondent's address or email of record with the Department.

Dated this 26th day of August 2025.

/s/ Patricia Marealle

Patricia F. Marealle
Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 11th day of Sept, 2025.

Bryan Cafferelli
Bryan Cafferelli
Commissioner