



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of

Stone & Mason, LLC
274 Church St, Apt Unit D
Guilford, CT 06437-2433
HIC.0668649
Email: rapuanojim@gmail.com

Case No. 2024-737

October 8, 2025

FINAL DECISION and ORDER

I. INTRODUCTION

This matter was commenced by an administrative complaint issued by the Department of Consumer Protection (“Department” or “DCP”) alleging Stone & Mason, LLC (“Respondent”) violated the Home Improvement Contractors Act, Chapter 400 of Connecticut General Statutes (“Conn. Gen. Stat.”) §§ 20-426(a)(1), (3), (4), and (5), 20-429(a)(1)(A)(ii), (iii), (vi) and (vii), Conn. Gen. Stat. Ch. 740, §§ 42-135a (1), (2), (3) and (5) of the Home Solicitation Sales Act, and Conn. Gen. Stat. Ch. 735a, § 42-110b, the Connecticut Unfair Trade Practices Act.

A formal administrative hearing opened at 9:11 a.m. on July 29, 2025, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Respondent did not appear at the hearing.

On July 8, 2025, the Department sent notice of the hearing and the complaint to the Respondent by email. DCP Exhibits (“Ex.”) 1, 2, 3, 3A. The Department also sent notice of the hearing and complaint to the Respondent by USPS First Class and Certified Mail. DCP Ex. 3C. The First Class mailing was not returned but the certified mailing was not picked up by the Respondent and was returned to the Department. DCP Ex. 3C. On July 24, 2025, the Department posted notice of the hearing on the Secretary of State’s public meetings calendar. DCP Ex. 4. Following the Department’s oral motion and receipt of evidence related to notice, an Order of Default entered against the Respondent. The hearing proceeded as to evidence on damages.

II. FINDINGS OF FACT

The Department presented 16 Exhibits and had two witnesses testify, Special Investigator Cheryl Bradley and Homeowner Greg Wells. All exhibits were allowed. The below findings of

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

1. The Department issued a notice of the July 29, 2025 hearing to Respondent on July 8, 2025. DCP Exs. 1 – 3C.
2. Respondent's home improvement contractor registration is currently inactive due to non-renewal but was active at all times relevant to this case. DCP Exs. 9, 10.
3. By way of a document dated April 10, 2024, Respondent entered into a contract with Greg Wells ("Mr. Wells") to build a retaining wall at Mr. Wells' home located at 192 Green Hill Road, Madison, CT. DCP Exs. 9 and 9A. The total cost of the contract was \$16,893.75. *Id.*
4. Mr. Wells' contract did not include a proper cancellation clause and was not fully executed. *Id.*
5. Mr. Wells paid Respondent a deposit of \$1,689.38 toward the contract total on April 11, 2024. DCP Exs. 9, 9A.
6. On May 23, 2025, Mr. Wells paid Respondent an additional \$7,602.18 toward the balance of the contract total. *Id.*
7. Respondent completed minimal work at Mr. Wells' home, primarily digging a trench and leaving it in a state that was unsafe for the Wells family. DCP Exs. 9 and 9a: Tr. 1:16:29 – 1:17:16.
8. Respondent did not return to Mr. Wells' home to complete the job after June 28, 2024 nor did he respond to Complainant's repeated requests for a refund. DCP Exs. 9 and 9A.
9. On July 1, 2024, Mr. Wells sent Respondent a cancellation of contract email and demanded a refund and delivery of the stone for the job. DCP Exs. 9 and 9A. Mr. Wells reduced the amount he was owed by the Respondent for labor expended the one day workers were at his home and restocking fee for the stones. *Id.*, Tr. 1:07:41 – 1:09:55.
10. The Department received Mr. Wells' complaint in early July 2024. DCP Exs. 9 and 9A.
11. The Department issued a 10-day response letter to Respondent on July 17, 2025 to which it received no response. DCP Exs. 9 and 9A.
12. Respondent did respond to the Department's attempt to communicate with him in August 2024. DCP Ex. 9. Respondent was going to send in documentation in support of his position but never did. *Id.*
13. The Department held a compliance meeting on December 2, 2024. DCP Exs. 6, 7, 7A.

14. Respondent never refunded any money to Mr. Wells or provided Mr. Wells the stones that he purchased for the job. *Id.*

III. CONCLUSIONS OF LAW

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

1. The Department served Respondent with proper notice of the July 29, 2025 hearing.
2. Respondent engaged in work as a home improvement contractor, as defined under Conn. Gen. Stat. §§ 20-419, 20-420, and 20-427 at all times relevant to this matter.
3. The Respondent violated the following provisions of the Home Improvement Contractor, Home Solicitation Sales, and the Unfair Trade Practices Acts:
 - a. One count under Conn. Gen. Stat. § 20-426(a)(1) (engaging in conduct of a character likely to mislead, deceive or defraud the public or the commissioner);
 - b. One count under Conn. Gen. Stat. § 20-426(a)(4) (engaging in home improvement work without the required provisions being included in contract);
 - c. One count under Conn. Gen. Stat. §20-426(a)(5) (unfair and deceptive business practices);
 - d. One count under Conn. Gen. Stat. § 20-429(a)(1)(A)(ii) (failing to provide a contract signed by both parties);
 - e. One count under Conn. Gen. Stat. § 20-429(a)(1)(A)(vi) (failing to provide notice of the owner's cancellation rights in accordance with the provisions of chapter 740);
 - f. One count under Conn. Gen. Stat. § 20-429(a)(1)(A)(vii) (failing to provide a contract with a start and completion date);
 - g. Two counts under Conn. Gen. Stat. § 42-135a(5)(failing to provide an oral notice of cancellation); and
 - h. Three counts under Conn. Gen. Stat. § 42-110b(a) (engaging in unfair or deceptive acts or practices in the conduct of trade or commerce.)

IV. ORDERS

Based on the record evidence and the Department's Prayer for Relief this hearing officer issues the following orders:

1. IT IS HEREBY ORDERED that a default judgment shall enter against the Respondent.
2. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 21a-7(a)(2)(B) the Respondent shall pay **Greg Wells** by **no later than thirty (30) days** from the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders as follows: **\$8,500** (eight thousand five hundred dollars) by **certified check or money order payable to Greg Wells, 192 Green Hill Road. Madison, CT 06437.**

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

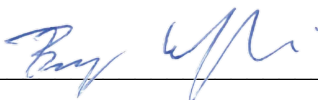
3. IT IS HEREBY ORDERED that Respondent shall be assessed a civil penalty in the amount of **\$4,000 (four thousand dollars)** for **8** violations listed in section III 3 a-h, above. **By no later than thirty (30) days** of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the **Respondent shall make a payment online at <https://elicense.ct.gov> by logging in to Respondent's existing account using Respondent's personal login information, then clicking on "pay outstanding fees."** No cash or checks will be accepted. **The Department shall** deposit the payment into the consumer protection enforcement account established in Conn. Gen. Stat. § 21a-8a.
4. IT IS HEREBY ORDERED that the Respondent cease and desist from any further unfair and deceptive business practices that have been deemed by this decision to be violations of law pursuant to Conn. Gen. Stat. § 42-110d (d).
5. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 20-432(o) that any application by Respondent for a certificate of registration as a home improvement contractor or any other licensure over which the Department has jurisdiction shall be denied until such time as this Order has been fully satisfied by the Respondent and the Guarantee Fund has been repaid in full.

Dated this 8th day of October 2025

/s/ Julie Datres

Julie Datres
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 19th day of December, 2025.



Bryan Cafferelli
Commissioner