



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of

MBH Home Improvement, LLC
122 Weber Avenue
Bridgeport, CT 06610
HIC.651029
Email: stullamark1@gmail.com

Case No. 2023-33

January 16, 2026

FINAL DECISION and ORDER

I. INTRODUCTION

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

A formal administrative hearing was held on December 23, 2025, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Respondent did not appear at the hearing and following the Department's oral motion and receipt of evidence related to notice, an Order of Default entered against the Respondent. The hearing proceeded as to evidence on damages.

II. FINDINGS OF FACT

The Department presented 17 Exhibits and had 2 witnesses who testified: Supervising Special Investigator Robert Pero and Homeowner Marie Oge-Nerette. All exhibits were allowed. The below findings of fact, as alleged in the complaint, are deemed true based on the default ruling against the Respondent and review of the record evidence.

1. The Department issued notice of the December 23, 2025 hearing to Respondent on December 1, 2025. DCP Exhibits ("Ex.") 1, 2, 3, 3A. On December 10, 2025, the Department posted notice of the December 23, 2025 hearing on the Secretary of State's public meetings calendar. DCP Ex. 4.

2. Respondent's home improvement contractor registration expired on March 31, 2023 but was active at all times relevant to the case at hand. DCP Ex. 7. Marco B. Hutchinson is the only contractor of record registered to Respondent's credential. *Id.*
3. Respondent entered into a contract with Marie Oge-Nerette of 15 Cranston Avenue, Shelton, CT, on June 5, 2022. DCP Ex. 8A, Tr. 23:37 – 23:46. The contract ("Contract") was to remove old kitchen cabinets and countertops and install new kitchen cabinets and countertops, install new flooring in the kitchen and dining room, paint the kitchen, and install back and front storm doors. DCP Ex. 8A, Tr. 22:48 – 23:21.
4. The total price of the Contract was \$8,500. DCP Ex. 8A. The Contract did not include the Respondent's registration number or a cancellation clause, but did include Respondent's name, address, and date. *Id.*, Tr. 29:27 – 29:32. The Contract was only signed by the homeowner. DCP Ex. 8A.
5. On June 7, 2022, Ms. Oge-Nerette paid Respondent \$4,500 toward the balance of the Contract. *Id.*
6. On June 16, 2022, Ms. Oge-Nerette paid Respondent \$4,000 toward the balance of the Contract. *Id.*, Tr. 31:13 – 32:03.
7. Respondent completed much of the work at Ms. Oge-Nerette's home, but did not purchase the countertops or install them or install the doors. DCP Ex. 8, 8A, Tr. 32:55 – 35:36;
8. On June 19, 2022, Ms. Oge-Nerette paid Respondent \$2,500 for Respondent to purchase the countertop because he told her that the contract amount was not enough. *Id.*, Tr. 32:55 – 34:07.
9. Because Respondent did not timely purchase a countertop, on August 1, 2022, Ms. Oge-Nerette purchased a countertop and paid for installation from Lowe's for 3,114.49. *Id.* Tr. 34:02 – 35:36. Ms. Ode-Nerette also paid for the countertop to be installed because Respondent was non-committal and unresponsive regarding a timetable to install it himself. *Id.* The cost of installation from Lowe's was \$35.
10. Ms. Oge-Nerette requested the \$2500 back from Respondent that she gave him to purchase the countertop, but the Respondent never reimbursed her. Tr. 38:11 – 41:09.
11. Ms. Oge-Nerette filed a complaint with the Department on December 13, 2022. *Id.*
12. The Department sent Respondent a 10-day letter on January 30, 2023. DCP Ex. 8A.
13. The Department held a compliance meeting for this matter on October 20, 2025. DCP Ex. 6. Notice of that meeting was issued to Respondent on October 6, 2025. DCP Exs. 6, 6A-6B.

14. In June 2025, Respondent applied for a registration under MBH Home Improvement, LLC, since his had lapsed; the Department issued Respondent a new registration number HIC.702437. Tr. 51:21 – 53:14. Respondent completed the registration with the same email as the one from the previous registration. *Id.* The new registration also used the same mailing address as the previous one. DCP Ex. 9.
15. Respondent also updated its registration with the Secretary of State on June 18, 2025. DCP Ex. 11. The mailing and email addresses on that registration are the same as the home improvement contractor registration. DCP Exs. 9 and 11.
16. Respondent had a judgment from the small claims division of the Fairfield Superior Court at Bridgeport against it for \$9,155 dated March 13, 2023. DCP Ex, 10.
17. On MBH’s most recent registration for credential number HIC.702437 he responded “no” to the question “Have you received any judgments previously?” and also attested the information supplied in his application was true. Tr. 1:17:43 – 1:18:44.

III. CONCLUSIONS OF LAW

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

1. The Department served Respondent with proper notice of the December 23, 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. 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)(failure to have 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)(failure to include start and completion date in the contract);
- g. One count under Conn. Gen. Stat. § 42-135a(1)(failure to supply buyer with a completed receipt of copy of contract at the time of execution);
- h. One count under Conn. Gen. Stat. § 42-135a(2)(failure to provide a notice of cancellation at the time of execution of the contract by the buyer);
- i. One count under Conn. Gen. Stat. § 42-135a(5)(failing to provide an oral notice of cancellation); and
- j. One count under Conn. Gen. Stat. § 42-110b(a) (engaging in unfair or deceptive acts or practices in the conduct of trade or commerce.)

IV. ORDERS

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

1. IT IS HEREBY ORDERED that a default judgment shall enter against the Respondent.
2. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. § 21a-7(a)(2)(B) the Respondent shall pay the below-listed homeowner by **no later than thirty (30) days** from the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders: **Marie Oge-Nerette: \$2,500** (Two thousand five hundred dollars) by **certified check or money order** payable to Marie Oge-Nerette, 15 Cranston Avenue, Shelton, CT 06484.

This amount represent 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 **\$5,000 (five-thousand dollars)** for 10 violations listed in section III 3 a-j, above. **By no later than sixty (60) days** of the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders, the **Respondents shall make a payment online at <https://elicense.ct.gov> by logging in to Respondent's existing account using Respondent's personal login information, then clicking on "pay outstanding fees."** No cash or checks will be accepted. **The Department shall** deposit the payment into the consumer protection enforcement account established in Conn. Gen. Stat. § 21a-8a.

4. IT IS HEREBY ORDERED that the Respondent cease and desist from any further unfair and deceptive business practices that have been established by this decision to be violations of law pursuant to Conn. Gen. Stat. § 42-110d (d).
5. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. §§ 20-426(1), (2), (3) and (5) that **Respondent's current registration shall be suspended** until such time as this Order has been fully satisfied by the Respondent and the Guaranty Fund has been repaid in full.

Dated this 16th day of January 2026

/s/ Julie Datres

Julie Datres
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 17th day of Feb, 2026.



Bryan Cafferelli
Commissioner