



STATE OF CONNECTICUT

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of

Next Level Building Services, LLC
40 Clubhouse Drive
Cromwell, CT 06416-2562
HIC.661704
Email: william.freiheitjr@gmail.com

Case Nos. 2024-693, 2024-1296, 2025-298

April 22, 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 Next Level Building Services, 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), (iii), (iv), (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 was held on January 13, 2026, with Julie Datres designated as hearing officer by the Commissioner of Consumer Protection. Respondent did not appear at the hearing and following the Department's oral motion and receipt of evidence related to notice, an Order of Default entered against the Respondent. The hearing proceeded as to evidence on damages.

On February 3, 2026, this hearing officer issued an interim order reopening the record and requesting additional information to supplement the investigative report for one of the homeowners. The record remained open through March 4, 2026 for that submission, which was timely received.

II. FINDINGS OF FACT

The Department presented 45 Exhibits and had 4 witnesses who testified: Supervising Special Investigator Robert Pero, and Homeowners Mark Moriarity, Anthony Distasio, and Frank Bogden. 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 January 13, 2026 hearing to Respondent on December 22, 2025. DCP Exhibits (“Ex.”) 1, 2, 2A, 2B, 2C, 3, 3A. On January 8, 2026, the Department posted notice of the January 13, 2026 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 3 cases included in the Department’s Complaint. DCP Exs. 1, 8.
3. As of the date of hearing, there were at least eight (8) guaranty fund claims pending against Respondent. Tr. 2 – 1:45:15 – 1:47:44. Respondent failed to appear at any compliance meeting for any cases received by the Department. *Id.*
4. All three homeowners suspect Respondent was impaired while working at their homes and/or has substance use disorder based on his erratic, volatile, and verbally abusive behavior. DCP Ex. 10L; Tr. 1:16:27 – 1:17:22,

The Bogdan Contract

5. Respondent entered into a contract with Frank J. Bogdan of 18 Oxford Lane, Cromwell, CT, around March 19, 2024. DCP Ex. 9A. The contract (“Bogdan Contract”) was to demolish a deck and build a new two-level deck. DCP Ex. 9A.
6. The total price of the Bogdan Contract was \$46,866.17 after a ten percent discount of \$5,207.35. DCP Ex. 9A. The Bogdan Contract did not include the owner’s signature or start and end dates for the project, but did include Respondent’s name, address, and date, and cancellation clause. *Id.*
7. On March 19, 2024, Mr. Bogdan paid Respondent \$26,866.17 toward the balance of the Bogdan Contract. *Id.*
8. On April 3, 2024, Mr. Bogdan paid Respondent \$5,315 toward the balance of the Bogdan Contract. *Id.*
9. On May 22, 2024, Mr. Bogdan paid Respondent \$4,500 toward the balance of the Bogdan Contract. *Id.*
10. On May 31, 2024, Mr. Bogdan paid Respondent \$5,000 toward the balance of the Bogdan Contract. *Id.*
11. On June 1, 2024, Mr. Bogdan paid Respondent \$5,000 toward the balance of the Bogdan Contract. *Id.*
12. On June 3, 2024, Mr. Bogdan paid Respondent \$5,000 toward the balance of the Bogdan Contract. *Id.*

13. On June 4, 2025, On May 31, 2024, Mr. Bogdan paid William Freiheit, Jr. \$3,357 toward the balance of the Bogdan Contract. *Id.*
14. Mr. Bogden paid Respondent a total of 55,038.17, \$8,172 in excess of the written contract amount. DCP Ex. 9A.
15. Respondent completed the demolition and most of the framework for the upper and lower decks. DCP Ex. 9A, Tr. 2 – 58:31 – 59:39. The uncompleted work left Mr. Bogdan no form of egress from his kitchen. DCP Ex. 9A.
16. Around the end of May or beginning of June 2024, after Respondent had repeatedly represented he would do certain things that he did not and made untrue statements, Mr. Bogdan fired Respondent. Tr. 2 – 1:01:22 – 1:04:54, *see also* DCP Ex. 9C.
17. The value of the completed work based on the Bogdan Contract was \$11,750. DCP Ex. 9A.
18. Mr. Bogdan filed a complaint with the Department on June 27, 2024. *Id.*
19. Mr. Bogdan sent Respondent a demand letter on June 28, 2024. DCP Ex. 9C.
20. The Department sent Respondent a 10-day letter on July 24, 2024. DCP Ex. 9A.
21. The Department held a compliance meeting for this matter on October 27, 2025. DCP Ex. 6. The original notice of that meeting was issued to Respondent on October 10, 2025. DCP Exs. 6A and 6B.

The Moriarty Contract

22. Respondent entered into a contract with Mark Moriarty of 145 Long Lane, Bristol, CT, on November 29, 2024. DCP Ex. 11. 11A. The contract (“Moriarty Contract”) was to demolish a deck and build a new deck. *Id.*
23. The total price of the Moriarty Contract was \$28,985. DCP Exs. 11 and 11A. The Moriarty Contract was signed by both parties, included Respondent’s name, address, and HIC registration number. *Id.* The Moriarty Contract did not include a cancellation clause. *Id.*
24. On November 29, 2024, Ms. Moriarty paid Respondent \$4,985.50 toward the balance of the Moriarty Contract. DCP Ex. 11A.
25. On December 5, 2024, Ms. Moriarty paid Respondent \$8,000 toward the balance of the Moriarty Contract. DCP Ex. 11A.
26. On December 7, 2024, Mr. Moriarty paid Respondent \$5,000 toward the balance of the Moriarty Contract. DCP Ex. 11A.

27. On December 7, 2024. Mr. Moriarty paid Respondent another \$5,000 toward the balance of the Moriarty Contract at the Respondent's request to split the payment in two. DCP Ex. 11A, Tr. 34:31 – 35:28 (Jan. 13, 2026).
28. On December 10, 2024, On December 7, 2024. Mr. Moriarty paid Respondent \$1,000 toward the balance of the Moriarty Contract. DCP Ex. 11A.
29. On December 11, 2024. Mr. Moriarty paid Respondent \$400 toward the balance of the Moriarty Contract. DCP Ex. 11A.
30. On December 9, 2024, Respondent began minimal work on the project including removing pavers, installing new paver foundation and deck joists. DCP Ex. 11. Respondent never returned to complete work at the Moriarty residence. DCP Ex.11.
31. While Respondent was at the Moriarty residence doing excavation work, they cut the power cord for the electric dog fence. Tr. 59:28 – 1:02:41. Respondent offered to fix or call to have the fence fixed but never followed through. *Id.* Eventually, Mr. Moriarty paid to have the dog fence repaired. *Id.* The dog fence repair cost \$313.73. DCP. Ex. 11C.
32. Mr. Moriarty filed a complaint with the Department at some point before April 16, 2025. DCP Ex. 11A.
33. The Department sent Respondent a 10-day letter on April 16, 2025. DCP Ex. 11A.
34. The Department held a compliance meeting for this matter on October 27, 2025. DCP Ex. 6. The original notice of that meeting was issued to Respondent on October 10, 2025. DCP Exs. 6A and 6B.

The Distasio Contract

35. Respondent entered into a contract with Anthony Distasio of 14 Pilots Point Drive, Westbrook, CT, on November 18, 2023. DCP Ex. 10, 10A. The contract ("Distasio Contract") was to remodel the kitchen. *Id.*
36. The total price of the Distasio Contract was \$30,982.50. DCP Ex.10 and 10A. The Distasio Contract was signed by both parties, included Respondent's name, address, and HIC registration number. *Id.* The Distasio Contract did not include a cancellation clause or a start and end date. *Id.*
37. After Respondent began work, he offered Mr. Distasio a second contract to replace drywall and other work for an additional \$9,813. DCP Ex. 10, 10A. Respondent only provided a quote but did not provide a second written contract to Mr. Distasio for the expanded scope of work. *Id.*

38. Ms. Distasio paid Respondent \$13,982.50 on November 30, 2023 toward the Distasio Contract balance. DCP Ex. 10A.
39. Ms. Distasio paid Respondent \$1,750 on June 17, 2024 toward the Distasio Contract balance. DCP Ex. 10A.
40. Ms. Distasio paid Respondent \$7,000 on October 3, 2024 toward the Distasio Contract balance. DCP Ex. 10A.
41. Ms. Distasio paid Respondent \$2,300 on October 15, 2024 toward the Distasio Contract balance. DCP Ex. 10A.
42. Ms. Distasio paid Respondent \$5,000 on October 29, 2024 toward the Distasio Contract balance. DCP Ex. 10A.
43. Respondent did not begin work on the Distasio Contract until October 3, 2024, almost a year after first contracting for the job. DCP Ex. 10. Respondent came once more a few weeks later to begin the cabinet installation but never returned after that. *Id.*
44. Respondent completed some work at the Distasio residence, but work had to be redone due to substandard and non-code compliant work. DCP Exs. 10A, 10K, Tr. 1 – 2:34:07 - 2:50:54.
45. The work that Respondent completed at the Distasio home was valued at \$995. DCP Ex. 10A.
46. At the beginning of November 2024, Mr. Distasio fired Respondent after Respondent's behavior became erratic and threatening; Mr. Distasio was concerned for his family's safety and did not want Respondent at his home anymore. Tr. 1 – 2:16:07 - 2:21:01.
47. Mr. Distasio hired another contractor to complete and correct Respondent's work. DCP Ex. 10.
48. Mr. Distasio filed a complaint with the Department at some point in late 2024. *Id.*
49. The Department sent Respondent a 10-day letter on January 2, 2025. DCP Ex. 10A.
50. The Department held a compliance meeting for this matter on October 27, 2025. DCP Ex. 6. The original notice of that meeting was issued to Respondent on October 10, 2025. DCP Exs. 6A and 6B.

III. CONCLUSIONS OF LAW

Based on the allegations from the Department's complaint and the evidence in support thereof and in response to this hearing officer's Interim Order of February 3, 2026, this hearing officer makes the following conclusions of law.

1. The Department served Respondent with proper notice of the January 13, 2026 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. Three counts 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. Three counts under Conn. Gen. Stat. § 20-426(a)(4) (engaging in home improvement work without the required provisions being included in contract);
 - c. Three counts under Conn. Gen. Stat. § 20-426(a)(5) (unfair and deceptive business practices);
 - d. Three counts under 20-427(i) (failure to obtain requisite municipal permitting for the work);
 - e. Two counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(ii)(failure to have the Bogdan and Distasio Contracts signed by both parties);
 - f. Two counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(iii)(failure of the Bogdan and Distasio Contracts to be the entire agreement between the parties);
 - g. One count under Conn. Gen. Stat. § 20-429(a)(1)(A)(iv)(failure to include the transaction date on the Moriarty Contract);
 - h. Two counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(vi) (failing to provide notice of the Distasio and Moriarty cancellation rights in accordance with chapter 740);
 - i. Three counts under Conn. Gen. Stat. § 20-429(a)(1)(A)(vii)(failure to include start and completion date in the contract);
 - j. Two counts under Conn. Gen. Stat. § 42-135a(1)(failure to supply Bogdan and Distasio with a completed receipt and copy of contract at the time of execution);
 - k. Two counts under Conn. Gen. Stat. § 42-135a(2)(failure to provide a notice of cancellation at the time of execution of the contract by Distasio and Moriarty);
 - l. One count under Conn. Gen. Stat. § 42-135a(3)(failure to include transaction date for Moriarty Contract);

- m. Three counts under Conn. Gen. Stat. § 42-135a(5)(failure to provide an oral notice of cancellation); and
 - n. Three counts under Conn. Gen. Stat. § 42-110b(a) (engaging in unfair or deceptive acts or practices in the conduct of trade or commerce.)
4. And electric dog fence is covered by the Home Improvement Contractor's Act as an "improvement." Conn. Gen. Stat. § 20-419 (5)(A).

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 homeowners by **no later than thirty (30) days** from the date the Commissioner of the Department of Consumer Protection issues his Final Decision and Orders:
 - a. **Mark Moriarity: \$24,699.23 (twenty-four thousand six hundred ninety nine dollars and twenty three cents) by certified check or money order** payable to Mark Moriarity, 145 Long Lane, Bristol, CT 06010.
 - b. **Frank J. Bogdan \$43,288.17 (forty-three thousand two hundred eighty eight dollars and seventeen cents) by certified check or money order** payable to Frank J. Bogdan, 18 Oxford Lane, Cromwell, CT 06498.
 - c. **Anthony Distasio \$29,037.50 (twenty nine thousand and thirty seven dollars and fifty cents) by certified check or money order** payable to Anthony Distasio, 14 Pilots Point Drive, Westbrook, CT 06498.

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

3. IT IS HEREBY ORDERED that Respondent shall be assessed a civil penalty in the amount of **\$16,500 (Sixteen thousand and five hundred dollars)** for **33** violations listed in section III 3 a-n, 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 **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.**

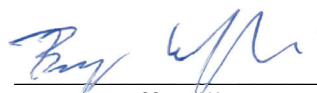
4. IT IS HEREBY ORDERED that the Respondent cease and desist from any further unfair and deceptive business practices that have been established by this decision to be violations of law pursuant to Conn. Gen. Stat. § 42-110d (d).
5. IT IS HEREBY ORDERED pursuant to Conn. Gen. Stat. §§ 20-426(1), (2), (3) and (5) that **the Department shall not issue any credential to Respondent** until such time as this Order has been fully satisfied by the Respondent and the Guaranty Fund has been repaid in full.

Dated this 22nd day of April 2026

/s/ Julie Datres

Julie Datres
Staff Attorney
Designated Hearing Officer

Approved, Adopted and so Ordered at Hartford, Connecticut, this 23rd day of April, 2026.



Bryan Cafferelli
Commissioner