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HM CONSTRUCTION & PAINTING, LLC *v.*  
32 WILMOT PLACE, LLC

HM CONSTRUCTION & PAINTING, LLC *v.*  
203 CMO ZONE FUND, LP

HM CONSTRUCTION & PAINTING, LLC *v.*  
66 BELL STREET, LLC

HM CONSTRUCTION & PAINTING, LLC *v.*  
421 LOGAN STREET, LLC

HM CONSTRUCTION & PAINTING, LLC *v.*  
203 CMO ZONE FUND, LP  
(AC 45606)

Bright, C. J., and Prescott and Elgo, Js.\*

*Syllabus*

In five separate actions, the plaintiff sought to recover damages from the defendants for, inter alia, breach of contract in connection with work it had performed on the defendants' respective real properties. Each of the defendants alleged, as a special defense, that the plaintiff was not a licensed home improvement contractor. Thereafter, the defendants filed motions for summary judgment, claiming that the contracts between the parties were unenforceable and that the plaintiff could not recover on its claims because it was not in compliance with the Home Improvement Act (§ 20-418 et seq.). The defendants' motions were supported by affidavits from O, an individual who was a member or agent of each of the defendants, which stated that the plaintiff was not a licensed home improvement contractor when it started work on the properties or when it filed mechanic's liens on the properties related to that work. In their motions, the defendants indicated that they would be relying on the plaintiff's forthcoming answers to requests for admissions that the defendants had served on the plaintiff. These included a request for admission that the plaintiff was not a licensed home improvement contractor on certain dates. The trial court heard arguments on the motions for summary judgment, ordered the plaintiff to respond to the defendants' answers and special defenses, and indicated that it would hold a status conference after the plaintiff had done so. Thereafter, the defendants filed notices, pursuant to the applicable rule of practice (§ 13-23), indicating that, because the plaintiff had not responded to the defendants' requests for admission within thirty days, it was deemed to have admitted the facts therein. At a subsequent hearing, the trial court indicated that it was prepared to rule on the motions for summary judgment even though the pleadings had not been closed and it had not yet held a status conference. Thereafter, the plaintiff filed replies to the defendants' special defenses, in which it admitted that it was not a licensed or registered home improvement contractor but indicated that the special defense alleging the same should fail because the defendants had asserted it in bad faith. The trial court granted the defendants' motions for summary judgment on the ground that the contracts were unenforceable because the plaintiff was not a licensed or registered home improvement contractor, as required by the act. On the plaintiff's appeal to this court, *held*:

1. The plaintiff's claim that the defendants' motions for summary judgment were not supported by admissible evidence was without merit: pursuant to Practice Book § 13-23 (a), by failing to reply to the defendants' requests for admission within thirty days, the plaintiff admitted that it was not a licensed or registered home improvement contractor, and, after the thirty day period had elapsed, the defendants filed notices with the trial court indicating that their requests were deemed admitted; moreover, the plaintiff admitted that it was not a registered or licensed home improvement contractor in its responses to the defendants' special defenses; furthermore, contrary to the plaintiff's assertion, in granting

the defendants' motions for summary judgment, the trial court did not indicate that it was relying on O's affidavits, which the plaintiff claimed were inadmissible hearsay, but, instead, stated that the plaintiff's failure to respond to the defendants' requests for admission that the plaintiff was not a licensed or registered home improvement contractor resulted in that fact being admitted; accordingly, the defendants provided the trial court with undisputed evidence from which it properly could conclude that there was no genuine issue of material fact that the plaintiff was not properly licensed or registered under the act, and the defendants were entitled to judgment as a matter of law.

2. The plaintiff's claim that judgment for the defendants was improper because the trial court failed to consider the plaintiff's assertion that the defendants had acted in bad faith in raising the special defense that the contracts were unenforceable due to the plaintiff's noncompliance with the act was unavailing: the record did not contain any affidavits or proof offered by the plaintiff to support its allegations that the defendants had acted in bad faith and, in its motions opposing the defendants' motions for summary judgment, the plaintiff failed to brief or support with admissible evidence its allegations of bad faith; moreover, because the plaintiff failed to present any evidence of the defendants' alleged bad faith, it failed to establish the factual predicate needed to raise a genuine issue of material fact on that issue, and the plaintiff's claim in its motion to reargue that the trial court failed to consider the defendants' bad faith avoidance of the act was insufficient to cure that evidentiary deficiency.
3. The trial court did not abuse its discretion when it ruled on the defendants' motions for summary judgment without first holding a status conference: even without a status conference, the plaintiff had adequate time to raise a genuine issue of material fact by providing the trial court with evidentiary support for its bad faith allegations, as approximately six months had passed between the filing of the defendants' special defenses and notice of the court's determination that it was prepared to render judgment on the motions, and, instead of providing such evidence, the plaintiff filed replies to the special defenses in which it admitted that it was not licensed or registered under the act; moreover, the plaintiff did not object when the trial court indicated that it intended to rule on the motions without holding a status conference nor did it file evidentiary support for its allegations of bad faith in its oppositions to the pending motions for summary judgment or file motions for extensions of time so that it could provide the trial court with supplemental briefs regarding its bad faith defense.

Argued May 16—officially released November 7, 2023

#### *Procedural History*

Actions to recover damages for, inter alia, breach of contract, and for other relief, brought to the Superior Court in the judicial district of Fairfield, where, in the second case, the court, *Stevens, J.*, granted the plaintiff's motion to cite in *Guerre Property, Inc.*, as a party defendant; thereafter, in each case, the court, *Stevens, J.*, granted the named defendant's motion for summary judgment and rendered judgment thereon, from which the plaintiff appealed to this court. *Affirmed.*

*Christopher Parkin*, with whom, on the brief, was *Andrew J. Buzzzi, Jr.*, for the appellant (plaintiff).

*Houston Putnam Lowry*, with whom, on the brief, was *Elizabeth M. Cristofaro*, for the appellees (named defendants).

*Opinion*

ELGO, J. The plaintiff, HM Construction & Painting, LLC, appeals from the judgments rendered by the trial court in favor of the defendants<sup>1</sup> in these related actions sounding in breach of contract, quantum meruit, unjust enrichment, and foreclosure of mechanic's liens. On appeal, the plaintiff claims that (1) the court improperly rendered judgments for the defendants because the defendants' motions for summary judgment were not supported by admissible evidence, (2) the court failed to consider the defendants' alleged bad faith in asserting a special defense, and (3) the court abused its discretion by rendering its decision on the motions for summary judgment on April 11, 2022, despite having indicated that it intended to hold a status conference prior to ruling on the motions, which it did not do. We affirm the judgments of the trial court.

The following facts, "viewed in the light most favorable to the nonmoving plaintiff"; *Martinelli v. Fusi*, 290 Conn. 347, 350, 963 A.2d 640 (2009); and procedural history are relevant to our resolution of this appeal. In June, 2021, the plaintiff commenced five related actions against the defendants, alleging similar counts of breach of contract, quantum meruit, unjust enrichment, and foreclosure of mechanic's liens. The complaints similarly allege that the plaintiff "furnished materials and rendered labor in the construction of improvements to [the various properties] under an agreement by or with the consent of the [named defendants]," that mechanic's liens were filed on the properties, and that the full amounts due for the labor and materials were not paid. Each of the defendants filed answers and, inter alia, alleged as a special defense that the plaintiff was not a licensed home improvement contractor.

On September 3, 2021, the defendants filed motions for summary judgment, arguing that the contracts were unenforceable and the plaintiff could not recover on any of the claims because the plaintiff was not in compliance with the Home Improvement Act (act), General Statutes § 20-418 et seq.<sup>2</sup> In connection with their motions for summary judgment, the defendants provided memoranda of law that were supported by affidavits from Kyle O'Hehir.<sup>3</sup> Significantly, the defendants, at that time, also informed the court that they would be relying on the plaintiff's forthcoming answers to requests for admission that they previously had served on the plaintiff. On November 1, 2021, the court heard arguments from the parties on the motions for summary judgment and ordered the plaintiff to advance the pleadings by responding to the defendants' answers and special defenses by November 17, 2021. The court stated that it intended to hold a status conference after that deadline.

The plaintiff did not file its responses to the defen-

dants' answers and special defenses by November 17, 2021. Instead, the plaintiff filed requests to revise the defendants' answers and special defenses. The defendants thereafter filed objections to the requests to revise.<sup>4</sup> In October and December, 2021, the defendants filed notices indicating that, because the plaintiff did not respond to the defendants' requests for admission within thirty days, it was deemed to have admitted them, including that it "was not a licensed home improvement contractor" on certain specified dates. See Practice Book § 13-23 (a); see also *JPMorgan Chase Bank, N.A. v. Eldon*, 144 Conn. App. 260, 267, 73 A.3d 757 ("a requested admission is deemed admitted after thirty days if no response is given"), cert. denied, 310 Conn. 935, 79 A.3d 889 (2013).

When the parties next appeared before the court at a hearing on February 22, 2022, the court inquired as to the status of the pleadings. The court at that time sustained the defendants' objections to the plaintiff's requests to revise and granted the plaintiff an additional fifteen days to file responses to the defendants' special defenses. The court also stated that, although it previously had indicated that it wanted the pleadings closed prior to ruling on the motions for summary judgment, it now was prepared to rule on them.<sup>5</sup> The plaintiff did not raise any objection at that time. On March 29, 2022, the plaintiff filed replies to the defendants' special defenses, in which it admitted that it was not a licensed or registered home improvement contractor. The plaintiff nonetheless argued that this special defense should fail because the defendants asserted it in "bad faith . . . ." <sup>6</sup> The plaintiff, however, filed no further memorandum or evidence in opposition to the summary judgment motions.

On April 11, 2022, the court granted the defendants' motions for summary judgment on the ground that the contracts at issue were unenforceable because the plaintiff was not a licensed or registered home improvement contractor, as is required by the act, which precluded not only recovery for breach of contract but also the remaining alternative theories of recovery advanced by the plaintiff. From those judgments, the plaintiff now appeals.

## I

On appeal, the plaintiff claims that the court improperly rendered judgment on the defendants' motions for summary judgment because they were not supported by admissible evidence. Although the plaintiff admitted in its replies to the defendants' special defenses and by its failure to respond to the defendants' requests for admissions that it was not a licensed or registered contractor, the plaintiff argues that it was the defendants' burden to produce other admissible evidence in their initial filings to demonstrate that no material fact was at issue. We disagree.

The following legal principles guide our review. Practice Book § 17-49 provides that “[t]he judgment sought shall be rendered forthwith if the *pleadings*, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” (Emphasis added.) “Although the party seeking summary judgment has the burden of showing the nonexistence of any material fact . . . it [is] incumbent upon the party opposing summary judgment to establish a factual predicate from which it can be determined, as a matter of law, that a genuine issue of material fact exists.” (Citations omitted; internal quotation marks omitted.) *Wadia Enterprises, Inc. v. Hirschfeld*, 224 Conn. 240, 247, 618 A.2d 506 (1992).

It has long been held that “[f]actual allegations contained in pleadings upon which the case is tried are considered judicial admissions and hence irrefutable as long as they remain in the case. . . . An admission in pleading dispenses with proof, and is equivalent to proof.” (Internal quotation marks omitted.) *Provencher v. Enfield*, 284 Conn. 772, 792, 936 A.2d 625 (2007). “A judicial admission dispenses with the production of evidence by the opposing party as to the fact admitted, and is conclusive upon the party making it. . . . [The] admission in a plea or answer is binding on the party making it, and may be viewed as a conclusive or judicial admission. . . . It is axiomatic that the parties are bound by their pleadings.” (Internal quotation marks omitted.) *Industrial Mold & Tool, Inc. v. Zaleski*, 146 Conn. App. 609, 614, 78 A.3d 218 (2013); see also *State v. Rodriguez*, 180 Conn. 382, 396, 429 A.2d 919 (1980) (“[t]he vital feature of a judicial admission is universally conceded to be its conclusiveness upon the party making it, i.e. the prohibition of any further dispute of the fact by him, and any use of evidence to disprove or contradict it” (emphasis omitted; internal quotation marks omitted)). Similarly, “[a] party’s response to a request for admissions is binding as a judicial admission unless the judicial authority permits withdrawal or amendment. . . . [A] failure to respond timely to a request for admissions means that the matters sought to be answered were conclusively admitted.” (Citations omitted; internal quotation marks omitted.) *East Haven Builders Supply, Inc. v. Fanton*, 80 Conn. App. 734, 744, 837 A.2d 866 (2004); see also Practice Book § 13-24.

“In ruling on a motion for summary judgment, the court’s function is not to decide issues of material fact, but rather to determine whether any such issues exist. . . . Because [l]itigants have a constitutional right to have factual issues resolved by the jury . . . motion[s] for summary judgment [are] designed to eliminate the delay and expense of litigating an issue when there is no real issue to be tried.” (Citations omitted; internal quotation marks omitted.) *Maltas v. Maltas*, 298 Conn.

354, 365–66, 2 A.3d 902 (2010). “Appellate review of the trial court’s decision to grant summary judgment is plenary. . . . [W]e must [therefore] decide whether [the trial court’s] conclusions are legally and logically correct and find support in the facts that appear in the record.” (Internal quotation marks omitted.) *Puente v. Progressive Northwestern Ins. Co.*, 181 Conn. App. 852, 857, 188 A.3d 773, cert. denied, 329 Conn. 913, 186 A.3d 1170 (2018).

In support of their motions for summary judgment, the defendants submitted memoranda of law and affidavits from O’Hehir. In his affidavits, O’Hehir averred that the plaintiff was not a licensed home improvement contractor when it commenced the work that was the subject of the plaintiff’s claims or when it filed mechanic’s liens relating to that work. The defendants further apprised the court that they would rely on the plaintiff’s pending answers to their requests for admission, which specifically asked the plaintiff to admit that it was not a licensed home improvement contractor. When the plaintiff did not reply to those requests, the defendants filed notices indicating that they were deemed admitted pursuant to Practice Book § 13-23 (a). After a hearing on February 22, 2022, the court ordered the plaintiff to advance the pleadings and file responses to the defendants’ special defenses, which asserted, inter alia, that the plaintiff was not a licensed contractor.<sup>7</sup> On March 29, 2022, the plaintiff filed its answers to the amended special defenses, in which it admitted to not being a registered or licensed home improvement contractor. On the basis of the undisputed evidence that the plaintiff was neither registered nor licensed as a home improvement contractor, the court granted the defendants’ motions for summary judgment.

The plaintiff argues that O’Hehir’s affidavits constituted inadmissible hearsay, and, therefore, the court improperly relied on them to conclude that the plaintiff was not a registered home improvement contractor at all relevant times. We are not persuaded.

The court’s memorandum of decision makes no mention of O’Hehir and merely notes that the defendants’ motions were “accompanied by supporting memoranda and affidavits.” Nowhere did the court say that it was relying on those affidavits in rendering judgment for the defendants. To the contrary, the court specifically noted the plaintiff’s failure to respond to the defendants’ requests for admission that the plaintiff was not a licensed home improvement contractor and noted that the plaintiff’s failure to respond resulted in that fact being deemed admitted. Furthermore, the plaintiff admitted in its replies to the defendants’ special defenses that it was not a registered or licensed home improvement contractor at all relevant times. Consequently, whatever the merits of the plaintiff’s claim regarding O’Hehir’s affidavits, it nevertheless remains

that the defendants provided the court with other undisputed evidence from which it properly could conclude that there was no genuine issue of material fact that the plaintiff was not properly registered, and, thus, the defendants were entitled to judgment as a matter of law.

The plaintiff's judicial admissions that it was not a licensed or registered contractor rendered the contracts at issue unenforceable as a matter of law, as the act clearly provides in relevant part that "[n]o home improvement contract shall be valid or enforceable against an owner unless it . . . is entered into by a registered salesman or registered contractor . . . ." General Statutes § 20-429 (a) (1) (A). Furthermore, "[a]bsent proof of bad faith on the part of the homeowner . . . § 20-429 permits no recovery by a home improvement contractor under theories of quantum meruit or unjust enrichment if the home improvement contract fails to comply with the statutory requirements of the act." *Dinnis v. Roberts*, 35 Conn. App. 253, 257, 644 A.2d 971, cert. denied, 231 Conn. 924, 648 A.2d 162 (1994).<sup>8</sup> Because a judicial admission is the equivalent of proof, the plaintiff's claim that the motions for summary judgment were not supported by admissible evidence is without merit.

## II

The plaintiff also claims that granting the motions for summary judgment was improper because the court failed to consider the plaintiff's assertion that the defendants acted in bad faith by raising the special defense that the contracts were unenforceable as a result of the plaintiff's noncompliance with the act. The plaintiff argues that, once the plaintiff had alleged bad faith, (1) the court should have required the defendants, as movants, to show that there was no material fact at issue regarding a potential bad faith avoidance of the contract, and (2) it was incumbent on the court to request the parties to brief the impact of the bad faith allegation on the pleadings before rendering judgment. We disagree.

In responding to a motion for summary judgment, "[o]nce the moving party has presented evidence in support of the motion for summary judgment, the opposing party must present evidence that demonstrates the existence of some disputed factual issue. . . . It is not enough, however, for the opposing party merely to assert the existence of such a disputed issue. Mere assertions of fact . . . are insufficient to establish the existence of a material fact and . . . the evidence thus presented, if otherwise sufficient, is not rebutted by the bald statement that an issue of fact does exist. . . . To oppose a motion for summary judgment successfully, the nonmovant must recite specific facts . . . which contradict [the evidence previously presented]." (Internal quotation marks omitted.) *U.S. Bank, N.A. v. Foote*, 151 Conn. App. 620, 631, 94 A.3d



1267, cert. denied, 314 Conn. 930, 101 A.3d 952 (2014).

As our Supreme Court has explained in the context of the act and allegations of bad faith, although “[p]roof of bad faith . . . [will] preclude the homeowner from hiding behind the protection of the act”; *Habetz v. Condon*, 224 Conn. 231, 237, 618 A.2d 501 (1992); it is still “the burden of the party asserting the lack of good faith to establish its existence . . . .” *Id.*, 237 n.11. In *Habetz*, the court indicated that “bad faith” involves “actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation . . . prompted by . . . some interested or sinister motive. . . . Bad faith means more than mere negligence; it involves a dishonest purpose.” (Citation omitted; internal quotation marks omitted.) *Id.*, 237. At the same time, our Supreme Court also has held that “[t]here is nothing dishonest or sinister about [property owners] proceeding on the assumption that there is a valid contract, enforcing its provisions, and later, in defense to a suit by the contractor, upon learning that the contract is invalid, then exercising their right to repudiate it.” *Wadia Enterprises, Inc. v. Hirschfeld*, *supra*, 224 Conn. 249.

Here, the record does not contain any affidavits or other proof offered by the plaintiff to support the allegation that the defendants acted in bad faith by raising the requirements of the act as a special defense. Notably, in opposing the defendants’ motions for summary judgment, the plaintiff failed to brief, much less support with admissible evidence, its allegations of bad faith that it raised in its replies to the defendants’ special defenses. “[E]ven with respect to questions of motive, intent and good faith, the party opposing summary judgment must present a factual predicate for his argument in order to raise a genuine issue of fact.” *Id.*, 250. Here, the plaintiff failed to present any evidence of the defendants’ alleged bad faith and, therefore, failed to establish the necessary factual predicate to raise a genuine issue of material fact on that issue. Moreover, the plaintiff’s motion to reargue, claiming simply that the court “failed to consider the bad faith avoidance” of the act, does not cure that evidentiary deficiency.

Contrary to the plaintiff’s assertions, once sufficient evidence is put forth by a movant to show there is no genuine issue as to any material fact, it becomes the burden of the nonmoving party to submit evidence to establish the existence of a disputed material fact. “The presence . . . of an alleged adverse claim is not sufficient to defeat a motion for summary judgment.” (Internal quotation marks omitted.) *Wadia Enterprises, Inc. v. Hirschfeld*, *supra*, 224 Conn. 247. For that reason, we reject the plaintiff’s contention that the court failed to consider its bald assertion that the defendants acted in bad faith by raising a special defense regarding non-compliance with the act.

### III

Finally, the plaintiff asserts a claim of procedural error with respect to the court's decision to rule on the motions for summary judgment despite previously indicating that it would hold a status conference prior to doing so. The plaintiff argues that the court's inconsistency "was clearly prejudicial in that the judgment was entered against the plaintiff without giving any regard to the issues raised by the replies to the [act] defense" and denied "the parties . . . an opportunity to brief its merits." We disagree.

The plaintiff's claim implicates the trial court's case management authority. "We review case management decisions for abuse of discretion, giving [trial] courts wide latitude. . . . A party adversely affected by a [trial] court's case management decision thus bears a formidable burden in seeking reversal. . . . A trial court has the authority to manage cases before it as is necessary. . . . Deference is afforded to the trial court in making case management decisions because it is in a much better position to determine the effect that a particular procedure will have on both parties." (Citations omitted; internal quotation marks omitted.) *Krevis v. Bridgeport*, 262 Conn. 813, 818–19, 817 A.2d 628 (2003); see also *Vertex, Inc. v. Waterbury*, 278 Conn. 557, 567, 898 A.2d 178 (2006) (noting "the trial court's discretion under its case management authority").

Our rules of practice permit a party to move for summary judgment "as a matter of right at any time if no scheduling order exists and the case has not been assigned for trial. . . ." Practice Book § 17-44. Our rules further provide the timing and procedure by which opposition materials are to be filed in response to a motion for summary judgment unless otherwise ordered by the court. See Practice Book §§ 10-8 and 17-44 et seq. Within that framework, the trial court shall render a judgment "forthwith if . . . there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." Practice Book § 17-49.

The record reveals that the plaintiff had adequate time to present the court with evidentiary support for its bad faith allegations. Here, the defendants filed their motions for summary judgment on September 3, 2021, within days of filing their answers and special defenses as well as their first and second sets of requests for admission. Pursuant to our rules of practice, the plaintiff sought and was granted multiple extensions of time to respond to the defendants' answers and special defenses and to answer the requests for admission. After granting the plaintiff's motions for extensions of time, the court initially told the parties that it would hold a status conference after the plaintiff responded to the answers and special defenses, which the court

ordered to be filed by November 17, 2021. The plaintiff filed requests to revise on that date instead. When the defendants' objections to the requests to revise were sustained and the plaintiff failed to respond substantively to the defendants' special defenses and failed to answer the requests for admission, the court advised the parties during the February 22, 2022 hearing that it intended to rule on the summary judgment motions.<sup>9</sup> The plaintiff at that time did not object. On March 29, 2022, the plaintiff filed its replies to the special defenses alleging bad faith but did not simultaneously file evidentiary support for the assertion in opposition to the pending motions for summary judgment. The plaintiff also failed to file motions for extension of time so that it could provide the court with supplemental briefs regarding the defense. The pleadings were closed on April 5, 2022, and the court issued its memorandum of decision granting the motions for summary judgment on April 11, 2022.

The plaintiff filed a motion to reargue on May 2, 2022, and alleged, *inter alia*, that it did not have "an appropriate opportunity to plead and present evidence in support of [the defendants'] avoidance . . . ." On May 18, 2022, the court heard oral arguments from both parties on the motion to reargue. The court noted that the plaintiff was never "precluded from arguing anything . . . [it] wanted to argue" and failed to articulate the bad faith exception "on the basis of existing case law either factually or legally." In light of the foregoing, the court denied the motion to reargue.

Given this record, we cannot conclude that the court abused its discretion when it rendered its decision on the motions for summary judgment on April 11, 2022, after giving the parties notice on February 22, 2022, that it intended to do so. By February 22, 2022, the pleadings before the court demonstrated that the plaintiff had notice of the defendants' special defenses since August, 2021, and that the plaintiff's failure to respond to the defendants' requests to admit resulted in judicial admissions that it was not a licensed home improvement contractor. Moreover, between February 22 and April 11, 2022, the plaintiff failed to act on the opportunity to raise a genuine issue of material fact by providing the court with evidentiary support of its bad faith allegations. On the contrary, the plaintiff finally filed its replies to the special defenses on March 29, 2022, and formally admitted that it was not licensed or registered under the act. In light of the foregoing, we conclude the court did not abuse its discretion in deciding the motions for summary judgment on April 11, 2022.

The judgments are affirmed.

In this opinion the other judges concurred.

\* The listing of judges reflects their seniority status on this court as of the date of oral argument.

<sup>1</sup> This appeal involves four named defendants against whom the plaintiff commenced five separate but related actions pertaining to real property

owned by the defendants. The plaintiff filed one complaint each against the defendants 32 Wilmot Place, LLC, 66 Bell Street, LLC, and 421 Logan Street, LLC. See *HM Construction & Painting, LLC v. 32 Wilmot Place, LLC*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107431-S; *HM Construction & Painting, LLC v. 66 Bell Street, LLC*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107433-S; *HM Construction & Painting, LLC v. 421 Logan Street, LLC*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107434-S. The plaintiff filed two complaints against the defendant 203 CMO Zone Fund, LP, regarding two properties it owned, one of which subsequently was transferred to an entity known as Guerre Property, Inc. See *HM Construction & Painting, LLC v. 203 CMO Zone Fund, LP*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107432-S; *HM Construction & Painting, LLC v. 203 CMO Zone Fund, LP*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107435-S. Guerre Property, Inc., is not a party to this appeal, and, during oral argument before this court, the plaintiff conceded that it had asserted no claim against Guerre Property, Inc. In this opinion, we refer to 32 Wilmot Place, LLC, 66 Bell Street, LLC, 421 Logan Street, LLC, and 203 CMO Zone Fund, LP, collectively as the defendants. The parties agree that the primary issues presented in this appeal are common to all of the aforementioned actions.

<sup>2</sup> The act provides in relevant part: “No person shall hold himself or herself out to be a contractor or salesperson without first obtaining a certificate of registration from the commissioner as provided in this chapter”; General Statutes § 20-420 (a); and “[n]o home improvement contract shall be valid or enforceable against an owner unless it . . . is entered into by a registered salesman or registered contractor . . . .” General Statutes § 20-429 (a) (1). Although § 20-420 was the subject of a technical amendment in 2021; see Public Acts 2021, No. 21-197, § 10; that amendment has no bearing on the merits of this appeal. In the interest of simplicity, we refer to the current revision of the statute.

<sup>3</sup> Although O’Hehir’s affidavits do not describe his affiliation with the defendants, the plaintiff, in its principal appellate brief, describes O’Hehir as “a member and/or agent of each of the [defendants].” The defendants do not dispute this characterization in their appellate brief.

<sup>4</sup> The defendants filed objections to the requests to revise in all cases except *HM Construction & Painting, LLC v. 203 CMO Zone Fund, LP*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107432-S.

<sup>5</sup> At the conclusion of the February 22, 2022 hearing, the court stated: “[W]e can formally, technically, for the record state that I’m taking it on the papers . . . [for] all the motions for summary judgment . . . in this file, I’m taking [them] . . . under advisement as of today.”

<sup>6</sup> The plaintiff asserted the defense of bad faith only in its replies filed in *HM Construction & Painting, LLC v. 66 Bell Street, LLC*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107433-S, and *HM Construction & Painting, LLC v. 421 Logan Street, LLC*, Superior Court, judicial district of Fairfield, Docket No. CV-21-6107434-S.

<sup>7</sup> During the February 22, 2022 hearing, the plaintiff argued that there was a distinction between being “licensed” as opposed to “regist[ered],” noting that the act specifies only a registration requirement. We fail to see the import of any such distinction in the present case given that the plaintiff conceded in the pleadings and at oral argument before this court that it was neither licensed nor registered.

<sup>8</sup> “In *Barrett Builders v. Miller*, 215 Conn. 316, 328, 576 A.2d 455 (1990), [our Supreme Court] held that a contractor who did not comply with the written contract requirement of the act could not recover in restitution. This result was subsequently modified by one common-law and one statutory exception. First, in *Habetz v. Condon*, [224 Conn. 231, 240, 618 A.2d 501 (1992)], [our Supreme Court] held that contractors may recover in restitution despite noncompliance with § 20-429 (a), when homeowners invoke the protections of the act in bad faith. Subsequently, the legislature enacted No. 93-215, § 1, of the 1993 Public Acts, codified at § 20-429 (f), which allows recovery of payment for work performed ‘based on the reasonable value of services which were requested by the owner’ for partial noncompliance with certain requirements of the act when ‘the court determines that it would be inequitable to deny such recovery.’ Thus, both *Habetz* and § 20-429 (f) provide for recovery in quantum meruit despite a contractor’s non-compliance with certain statutory requirements.” (Footnote omitted.) *Walpole Woodworkers, Inc. v. Manning*, 307 Conn. 582, 586–87, 57 A.3d 730 (2012).

Notably, subsection (f) of § 20-429 requires that the contractor comply with subparagraph (A) (viii) of subdivision (1) of subsection (a) of § 20-429, which requires that the contract “is entered into by a registered salesman or registered contractor . . . .” Consequently, the plaintiff cannot take advantage of the statutory exception. We discuss the bad faith exception in part II of this opinion.

<sup>9</sup> During the final remarks of the February 22, 2022 hearing, the court stated: “Now, as to the motion[s] for summary judgment . . . I know I’ve said different things about them so let me say something else, but this is going to be definitive . . . . [U]nless you hear from me to the contrary, I’m going to proceed to rule on the pending motions for summary judgment.” See also footnote 5 of this opinion.

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