

IN THE MATTER OF THE CLAIM OF * BEFORE JANA CORN BURCH,
JERET B. ROGERS * AN ADMINISTRATIVE LAW JUDGE
AGAINST THE * OF THE MARYLAND OFFICE
MARYLAND HOME IMPROVEMENT * OF ADMINISTRATIVE HEARINGS
GUARANTY FUND ON ACCOUNT OF * OAH NO.: DLR-HIC-02-10-13075
HOME IMPROVEMENT WORK * MHIC NO.: 09 (90) 1802
UNDERTAKEN BY *
ROBERT H. DEESE, T/A *
DEESE HOME IMPROVEMENTS *

* * * * *

RECOMMENDED DECISION

STATEMENT OF THE CASE
 ISSUES
 SUMMARY OF THE EVIDENCE
 FINDINGS OF FACT
 DISCUSSION
 CONCLUSIONS OF LAW
 RECOMMENDED ORDER

STATEMENT OF THE CASE

This case arose because of a complaint filed by Jeret B. Rogers (Claimant) with the Maryland Home Improvement Commission (MHIC) against Robert H. Deese, t/a Deese Home Improvements (Respondent). The complaint asserts that the Claimant entered into a contract with the Respondent for the performance of home improvement work at his residence and that the performance of the work was unworkmanlike or inadequate.

On November 9, 2009, the Claimant filed a claim with the MHIC seeking to recover \$19,160.41 from the MHIC Guaranty Fund (Fund). On March 16, 2010, the Claimant filed an amended claim with the MHIC seeking to recover \$42,895.41 from the Fund. On April 8, 2010, the MHIC issued an order for a hearing on the claim against the Fund.

I conducted a hearing on June 17, 2010 at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a) and 8-407(c)(2) (2010). Eric B. London, Assistant Attorney General, Department of Labor, Licensing and Regulation (DLLR), represented the MHIC Fund. The Claimant was present and represented himself. The Respondent failed to appear for the hearing.

The contested case provisions of the Administrative Procedure Act, OAH's Rules of Procedure, and DLLR's procedural regulations govern procedure in this matter. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02, and 09.08.03; COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the acts or omissions of the Respondent; and if so,
2. What is the amount of that loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits into evidence on behalf of the Fund:

- 1 - OAH Notice of Hearing, dated April 16, 2010, with two attached United States Postal Service (USPS) return receipt green cards. The Claimant's wife's signature was on one green card and the signature R. Deese was on the other green card.

- 2 - MHIC's April 10, 2010 Hearing Order sent to the Respondent
- 3 - Licensing information for the Respondent, dated May 11, 2010
- 4 - Claimant's Home Improvement Claim Form, filed on November 9, 2009 (Initial Claim)
- 5 - Letter from the MHIC to the Respondent, dated December 1, 2009, noting that the Respondent had lodged a complaint against him
- 6 - Claimant's Home Improvement Claim Form, filed March 16, 2010 (Amended Claim)
- 7 - March 18, 2010 letter from John Borz, MHIC Chairman, to the Respondent advising him that the Claimant had filed an amended claim against him
- 8 - Claimant's Payment Record to Respondent with copies of checks
- 9 - Photographs of the Respondent's work at the Claimant's residence

I admitted the following exhibits into evidence on behalf of the Claimant at the hearing. I also held the record open for one week to allow the Claimant to submit additional documentation of payment:

- 1 - Contract between the Respondent and the Claimant, dated October 22, 2008, with attached document entitled "Contract Entailments" for the cost of \$34,000.00
- 2 - Completion Letter, dated December 10, 2008, signed by the Respondent and the Claimant acknowledging Claimant's payment in full and noting a three-year warranty on Respondent's work
- 3 - Listing of Claimant's cellular telephone calls made to the Respondent during the period of January 7 through February 6, 2009 and April 7 through May 6, 2009
- 4 - Claimant's Complaint Form, dated June 23, 2009, with attached explanation
- 5 - Tide Water Home Inspections LLC August 5, 2009 home inspection summary assessing Respondent's workmanship
- 6 - Claimant's Itemized Receipts with attached contractors' proposals
- 7 - Boise Cascade Engineered Wood Products Specifier Guide
- 8 - Amended Claim Form with attached estimates from Henderson Services and an updated list of Itemized Receipts
- 9 - Payment Schedule to Henderson Services and other subcontractors, with copies of checks, dated June 23, 2010

B. Testimony

The Claimant testified in his own behalf. No other witnesses were called to testify.

FINDINGS OF FACT

I find the following by a preponderance of the evidence:

1. At all times relevant to this matter, the Claimant owned and lived at his residence located at 7811 Fairgreen Road in Dundalk, Maryland with his wife and family. (T. of Claimant)

2. At all times relevant to this matter, the Respondent was a licensed home improvement contractor under license number 01-17072 until it was emergency suspended on March 3, 2010. (Fund Exhibit No. 3)

3. On October 22, 2008, the Claimant entered into a contract for the cost of \$34,000.00 with the Respondent to do, among other things, the following:

- Construct a second story addition (shell only) over the existing structure matching the existing siding as closely as possible;
- Install a Boise Cascade Engineered Wood Products (BC) flooring system; install eight windows;
- Cover roof of addition with felt only (no shingles);
- Construct a patio deck on the second floor;
- Construct a new stairwell with railings;
- Construct a new furnace closet where chimney and stairwell were located;
- Install furnace, air conditioning and exhaust; and
- Remove a wall in the living room and repair damaged walls with new drywall.

(Claimant Exhibit No. 1)

4. The Respondent began work on the Claimant's residence approximately one week after they signed the contract. (T. of Claimant)

5. The Respondent and the Claimant signed a Completion Letter on December 10, 2008. The Completion Letter noted, among other things, that the Claimant had paid the Respondent in full and noted additional items, which mainly involved the air conditioning system and the electrical service, and would be completed no later than

December 16, 2008. It further noted that there was a three-year warranty on the Respondent's work. (Claimant Exhibit No. 2 and Fund Exhibit No. 8)

6. The Claimant made payments to the Respondent for home improvements to his residence from October 25, 2008 through December 14, 2008 in the amount of \$35,310.00. (Fund Exhibit No. 8)

7. Because the Respondent failed to return to the Claimant's residence to complete the work noted in the Completion letter, the Claimant began to call him on his cellular telephone number in early January 2009. On occasion, the Respondent would answer the Claimant's call and state that he would send someone over to complete the job, but no one ever came. The Claimant continued to attempt to reach the Respondent through mid April 2009. (Claimant Exhibit No. 3)

8. The Respondent never returned to the Claimant's residence to complete the work as agreed. (T. of Claimant)

9. On June 24, 2009, the Claimant filed a Complaint Form with MHIC and noted all of the Respondent's incomplete work, which he detailed in the Complaint Form and which totaled \$685.00, which included the cost of a \$150.00 golf club which the Claimant indicated was broken by one of the Respondent's workers. In addition, the Complaint Form requested a penalty of \$50.00 per day from December 16, 2009 until July 1, 2009 for "incomplete work" which, according to the Claimant, amounted to \$11,350.00. (Claimant Exhibit No. 4)

10. At some point, after the Claimant filed the complaint with MHIC, the Respondent called him and threatened him using profanity. (T. of Claimant)

11. Because the furnace leaked and was not performing in an efficient manner, the Claimant obtained an estimate from Modern Air Conditioning and Heating, Inc. (Modern) on July 29, 2009. Modern inspected the Respondent's work and submitted a contract proposal to the Claimant, which included the proper reinstallation of the furnace pursuant to the manufacturer's specifications, for \$1,765.00. (Claimant Exhibit No. 6)

12. On August 5, 2009, Eric Ciesia, an inspector with Tide Water Home Inspections LLC (Tide Water), conducted an inspection of the Claimant's residence and provided the Claimant with a summary of work that he found to be "missing, not installed correctly, and/or poor workmanship." His inspection was limited to what he could view without removing drywall and he noted the following:

- Condensate drain needs to be caulked at siding;
- Caulk/Seal 2 PVC vents protruding through the wall at siding;
- Repair top right side of 2nd floor window one piece of siding is loose;
- Caulk electric service lines and AC line entering house at siding;
- Install joist hangars which are missing on deck where joists meet with end plate;
- Install railing on open side of steps of stairwell to second floor and install a hand rail on wall side of steps;
- Fasten stair stringers to the existing floor joist;
- Repair closet wall under steps where the bottom 2" x 4" plate was nailed in place over carpet and padding, which can weaken in the future. Remove carpet and refasten the plate;
- Repair light switch at the bottom of steps which is not operable and install a 3-way switch that activates the light at the top of the stairs and wire it to activate light at top of steps;
- Vent closet door for 2nd floor AC unit;
- Repair four six-panel doors which are not closing;
- Repair breaker in bedroom #2 which keeps tripping under normal use and the receptacles and ceiling light are on the same breaker;
- Install master bathroom and hallway bathroom exhaust vent piping, which are just laying in the attic, and must be vented through soffit, wall, or roof;
- Repair master bathroom switch for exhaust fan which only works when light switch next to it is on;

- Repair bedroom #2 floor in closet, which is springing and it appears that underlayment is not nailed to joist; and
- Remove romex wire running which blocks access to attic

(Claimant Exhibit No. 5)

13. On September 16, 2009, Boyer Electric (Boyer) inspected the Respondent's work and determined that a ground wire was not properly spliced, which caused a breaker to trip on a consistent basis. Boyer properly spliced the ground wire. In addition, Boyer found that three switch systems were incorrectly wired and a new wire was run and spliced. The cost of Boyer's labor was \$220.00, which the Claimant paid with a check on the date the work was completed. (Claimant Exhibit No. 6)

14. On October 2, 2009, J & J Home Improvements, Inc. (J & J) submitted a proposal to the Claimant to perform the following work:

- Repair 394 square feet of his residence's existing siding due to the Respondent's improper installation for \$862.41;
- Plane down four existing interior doors due to rubbing carpet for \$202.00; and
- Seal four first floor windows and six second floor windows due to improper installation for \$141.00.

(Claimant Exhibit No. 6)

15. On October 12, 2009, Steve's Building and Maintenance, LLC submitted a proposal to the Claimant to build a custom oak railing system with a custom banister for \$3,000.00. (Claimant Exhibit No. 6)

16. On October 29, 2009, David J. Kehler Drywall Service, Inc. submitted a proposal to the Claimant to repair the gutters on the exterior of his residence and to replace the living room ceiling damaged by the furnace leak for \$800.00. (Claimant No. 6)

17. On November 9, 2009, the Claimant filed the Initial Claim with the MHIC seeking \$19,160.41. (Fund Exhibit No. 4)

18. On December 1, 2009, the MHIC notified the Respondent that the Claimant had filed a claim against him. (Fund Exhibit No. 5)

19. In addition to all of the above-noted issues with the Respondent's work, the Claimant began noticing cracks in the dry wall and that the floors were "spongy and springy." Because the Claimant was concerned that the Respondent had not properly installed the BC flooring system he had Henderson Services (Henderson) conduct an inspection of the Respondent's work and submit a proposal, as Tom Maher, the MHIC investigator assigned to the Claimant's case, had suggested. (Claimant Exhibit No. 8 and T. of Claimant)

20. On February 9, 2010, Henderson submitted a detailed estimate for renovations to the first floor mud room/utility room wall due to the installation of an undersized load bearing wall, which Henderson estimated would cost \$7,331.00 for labor and materials. (Claimant Exhibit No. 8)

21. After inspecting the Respondent's home improvements to the Claimant's residence, Henderson submitted a proposal and estimate for work on March 14, 2010. Henderson found the Respondent's work, specifically the installation of the BC flooring system, was not according to specifications. As a result, Henderson found that the second floor addition was not structurally safe and that the cost to make it structurally sound would be \$27,754.00. Henderson pointed out that the only way to repair the BC flooring system according to specifications would be to perform the following work:

- Remove drywall ceilings on the first floor. Remove the drywall on the partition walls of the first floor. Remove the 2" by 4" studding from the partition walls, so the new 2" by 4" partition walls can extend to the bottom of the I-joists at later step of the project. Remove kitchen cabinets and counter top, interior doors, sinks, stove, refrigerator, and tile on the bathroom walls;

- Install 14" I-joist in between the I-joists above the exterior wall to support the cantilever of the second floor. Bracing was never installed by the previous contractor. BCI engineers require bracing for the proper support of the floor joists;
- Install a second 14" I-joist along side of the I-joist at the stairway. I-joist will extend the whole width of the house. Removal of the ribbon board on the outside of the house will be required to slide the new I-joist in place. Siding in the same area will have to be removed and reinstalled. Rental of a shooting fork lift boom will be required to lift the I-joist up from the outside to slide it in place;
- Install second 14" I-joists at the top of the steps along the width. Install I-joist hangers on the joists that hang off this particular I-joist. Install proper blocking on the I-joists that were cut at the top and bottom cord of the joist;
- Install pressure treated lumber along the cantilever balcony on the second floor for proper support of the balcony. Lumber will be lag bolted into the I-joists;
- Insulate all of the ends of the I-joists with R-13 insulation;
- Build new wall constructed out of 2" by 4" lumber 16" on center that will extend from the floor to the bottom of the floor joists;
- Relocate all electric, plumbing, HVAC and gas lines into the I-joists;
- Install drywall on the ceiling and new walls of the first floor renovation;
- Block and sand drywall;
- Install colonial base molding on the first floor walls. Install colonial casements on the door frames. Install three new interior doors on the rooms of the first floor;
- Install tile on the wall around the tub area. Reinstall sink and toilets;
- Install all the old cabinets and counter top in the kitchen. Reinstall the stove, sink, refrigerator, and microwave in the kitchen; and
- Paint the new walls and ceiling of the first floor.

(Claimant Exhibit No. 8)

22. On March 16, 2010, based on the Henderson proposals, the Claimant submitted the Amended Claim with the MHIC seeking \$42,895.41. (Claimant Exhibit No. 8 and Fund Exhibit No. 6)

23. On March 18, 2010, the MHIC sent a letter to the Respondent informing him that the Claimant had filed an amended claim against him. (Fund Exhibit No. 7)

24. On April 8, 2010, the MHIC issued a Hearing Order to the Respondent and advised him that the Claimant had filed a claim for reimbursement for losses allegedly

incurred as a result of his conduct. The MHIC Hearing Order further advised the Respondent that it had determined that a hearing at OAH was warranted. (Fund Exhibit No. 2)

25. On April 17, 2010, the Respondent signed for receipt of a copy of the Hearing Order and the Notice of Hearing for June 17, 2010 at OAH. (Fund Exhibit Nos. 1 and 2)

26. Henderson completed the work, except the electric and HVAC work, outlined in its March 14, 2010 proposal in April 2010. In order to fix the second floor BC flooring system, Henderson had to tear out the first floor supporting walls and ceiling, as well as the kitchen cabinets, in order to install BC hangers, rimboard, rim joist and blocking panels for the required lateral support of the BC flooring system. (Claimant Exhibit Nos. 7 and 9 and T. of Claimant)

27. In addition, Modern had to relocate all electric, plumbing, HVAC and gas lines into the I-joists. (Claimant Exhibit Nos. 7 and 9 and T. of Claimant)

28. The Claimant paid the following workers and contractors to assist him with the repair and completion of the Respondent's second floor renovations to his residence:

Modern Air Conditioning & Heating, Inc. – Repair to HVAC in 2009	\$1,765.00
Boyer Electric – Rewiring in 2009	\$220.00
J & J Home Improvements, Inc. – Repairs to exterior siding, interior doors and sealing of windows in 2009	\$1,205.41
Henderson Services – Reinstallation of BC flooring system on second floor in 2010	\$19,600.00
Modern Air Conditioning & Heating, Inc. – Repair to HVAC in 2010	\$5,000.00

(Claimant Exhibit Nos. 6, 8 and 9 and T. of Claimant)

29. The Claimant made purchases in the following amounts from the following vendors to complete the work to the second floor addition:

Home Depot in 2010	\$2,223.77
WBT, Inc. Roll-Off Service – Rental, hauling and disposal of dumpster in 2010	\$465.00

(Claimant Exhibit No. 9 and T. of Claimant)

30. The Claimant spent \$30,479.18 to complete the flooring system of the second-floor addition, according to the manufacturer's specifications, in order to render it structurally safe after the Respondent failed to return to the project. (T. of Claimant)

DISCUSSION

Respondent's failure to appear

Under the hearing provisions applicable to MHIC Guaranty Fund hearings, "[i]f, after due notice, the person against whom the action is contemplated does not appear, nevertheless the Commission may hear and determine the matter." Md. Code Ann., Business Regulation, § 8-312(h) (2010) and State Gov't § 10-209 (2009). The Respondent did not appear on the scheduled date of hearing, June 17, 2010, and I find that he failed to appear on that date after due notice on April 16, 2010.

The Merits

An owner may recover compensation from the MHIC Fund "for an actual loss that results from an act or omission by a licensed contractor...." Md. Code Ann., Bus. Reg. § 8-405(a) (2010), COMAR 09.08.03.03B(2). The maximum amount an aggrieved homeowner may recover from the MHIC Fund is limited to \$20,000.00 for the actions or

omissions of any one contractor. Md. Code Ann., Bus. Reg. § 8-405(e)(1) (2010).¹ Actual loss “means the costs of restoration, repair, improvement.” Md. Code Ann., Bus. Reg. § 8-401 (2010). “By employing the word ‘means,’ as opposed to ‘includes,’ the legislature intended to limit the scope of ‘actual loss’ to the items listed in section 8-401.” *Brzowski v. Md. Home Improvement Comm’n*, 114 Md. App. 615, 629, 691 A.2d 699, 706 (1997). “The Commission may deny a claim if the Commission finds that the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim.” Md. Code Ann., Bus. Reg. § 8-405(d) (2010).

The Respondent was a licensed home improvement contractor on October 22, 2008 the date of the contract at issue. Information the Fund submitted substantiated that the Respondent was licensed, effective July 1, 1982, under MHIC license number 01-17072, until there was an emergency suspension of his license on March 3, 2010. If not for this action, the Respondent’s contractor’s license was set to expire in October 2011.

The Claimant contracted with the Respondent to construct, among other things, a second story “shell only” addition to his existing residence, to match the exterior siding and to install a BC flooring system for \$34,000.00 on October 22, 2008. Approximately one week later, the Respondent began work on the Claimant’s residence. The Claimant and the Respondent signed a Completion Letter on December 10, 2008 and noted that the Claimant had paid the Respondent for the contract amount and that

¹ Effective October 1, 2008, section 8-405(e)(1) of the Business Regulation Article was amended raising the limit of recovery from the Fund from \$15,000.00 to \$20,000.00. Section 2 in Chapter 272 of House Bill 409 that raised the recovery limit reads, “[t]his Act shall be construed to apply to any claim pending before the Maryland Home Improvement Commission for which the Commission has not issued a final decision prior to the effective date of this Act.”

some additional work, mostly electrical and HVAC, needed to be completed by mid December, 2008 and that there would be a three-year warranty on the Respondent's work.

Despite the Claimant's attempts to reach the Respondent to complete the work, he did not return to the project. In June 2009, the Claimant filed a Complaint Form with the MHIC and detailed extensive problems with the Respondent's work, which included that the floors in the upstairs addition squeaked badly.² The Claimant had Tide Water conduct a home inspection in August 2009. Tide Water noted, among other things, that the floor in the closet on the second floor was "springing." In addition, Tide Water recommended that a licensed electrician inspect all of the electrical work. In order to fix many the noted problems with the Respondent's work, the Claimant contracted with the following contractors: J & J to repair the exterior siding and interior doors and windows; Boyer to properly wire the electric work in the addition; and, Modern to reinstall HVAC equipment.

Because the Claimant continued to notice that the floors on the second floor addition and balcony were "spongy and springy," he had Henderson inspect the Respondent's work in early 2010. On March 14, 2010, Henderson submitted a detailed proposal to the Claimant to properly install the BC flooring system. The proposal included all of the work which would have to occur after the proper installation of the flooring system including, but not limited to, the repair of the drywall torn out, the reinstallation of kitchen cabinets and appliances, and the relocation of the electric,

² At the hearing, the Claimant noted that he was no longer seeking penalties noted in the contract and the MHIC Complaint, the cost of inspection or the cost to replace a broken golf club. (Claimant Exhibit No. 4)

plumbing, HVAC and gas lines into the newly installed I-joists at the cost of \$27,754.00. Henderson completed the work in late April 2010. Modern completed the relocation of the electric, plumbing, and HVAC that was required when the flooring joists were installed.

Clearly, the circumstances of the instant matter were not straightforward. At first blush in December 2008, the evidence showed that the Claimant believed there to be only minor outstanding issues with the completion and quality of the Respondent's work. In fact, he documented those concerns in the Completion Letter, which the Respondent and the Claimant signed. The Respondent never returned to the project to address those issues and in the interim other issues surfaced resulting in the Initial Claim.

The evidence demonstrated, however, that, after filing the Initial Claim, it was not until early 2010 when the Claimant discovered the improper installation of the BC flooring system that he recognized that the Respondent's work was not structurally sound. Upon realizing this, the Claimant then had to contract for extensive repairs to the Respondent's work to make the second-floor addition structurally safe. The evidence is undisputed that the Claimant and his family then endured their home being dismantled while Henderson and Modern accomplished the necessary repairs, which resulted in the Claimant's submission of the Amended Claim.

The Guaranty Fund submitted photographs of the Respondent's inadequate and unworkmanlike work, as well as documentation of the Claimant's payments to the Respondent for that work. The Claimant offered copies of receipts for many of the

expenses he incurred in completing the repairs to the second-story addition to remedy the problems in the Respondent's unworkmanlike and inadequate home improvements.³

I find that the Claimant has submitted sufficient evidence to meet his burden of proving that the Respondent failed to complete the second-floor addition project for which he contracted with the Claimant on October 22, 2008. Additionally, I find that the Respondent completed the aforementioned items in an unworkmanlike and inadequate manner. Accordingly, the Claimant is entitled to reimbursement from the MHIC Guaranty Fund.

Having found that the Claimant is entitled to compensation for the above-stated reasons, the question becomes, what amount constitutes the cost to repair and complete the Claimant's second-floor addition in a workmanlike and adequate fashion? The total amount the Claimant expended to complete the project in a workmanlike fashion, in 2009 and 2010, was \$30,479.18.⁴

Applying the statutory formula found in COMAR 09.08.03.03B(3)(c), I calculate the actual loss as follows:

Amount paid to the contractor:	\$34,000.00
Amount required to complete the contract:	<u>+30,479.18</u> \$64,479.18
Less the original contract price:	<u>-34,000.00</u>
Actual loss:	\$30,479.18

³ As Mr. London correctly noted, on behalf of the Fund, COMAR 09.08.03.03B(3)(c) does not require a claimant to submit receipts in order to receive payment from the Fund.

⁴ It should be noted that the Claimant submitted documentation of additional costs incurred for the project. Those included the installation of a custom oak railing system, the repair of the exterior gutters, the replacement of the living room ceiling damaged by the furnace leak, and repairs to the first floor mud room. The Fund, however, did not support all of those costs as it found them to be either inconsequential or not covered by the terms of the original contract. Because I found that the Claimant incurred costs far in excess of the amount allowable for reimbursement from the Fund, I did not find it necessary to address those costs.

Based upon this calculation, the Claimant has proven that he is entitled to \$20,000.00 in reimbursement from the MHIC Fund, the maximum amount allowed by law.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Claimant has proven that the Respondent's "acts or omissions" resulted in "an unworkmanlike, inadequate, or incomplete home improvement" to the extent that he is entitled to reimbursement in the amount of \$20,000.00 for the costs incurred to repair or complete the home improvement from the MHIC Fund. Md. Code Ann., Bus. Reg. §§ 8-401 and 8-405 (2010).

RECOMMENDED ORDER


I **PROPOSE** that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$20,000.00; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order plus annual interest of at least ten percent as set by the Maryland Home Improvement Commission. Md. Code Ann., Bus. Reg. § 8-411(a) (2010); and

ORDER that the records and publications of the Maryland Home Improvement Commission reflect this decision.

September 14, 2010
Date Decision Mailed


Jana Corn Burch
Administrative Law Judge

#114725

IN THE MATTER OF THE CLAIM OF * BEFORE JANA CORN BURCH,
JERET B. ROGERS * AN ADMINISTRATIVE LAW JUDGE
AGAINST THE * OF THE MARYLAND OFFICE
MARYLAND HOME IMPROVEMENT * OF ADMINISTRATIVE HEARINGS
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UNDERTAKEN BY *
ROBERT H. DEESE, T/A *
DEESE HOME IMPROVEMENTS *

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EXHIBIT LIST

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PROPOSED ORDER

WHEREFORE, this 27th day of October 2010 Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Rossana Marsh

Rossana Marsh

Panel B

MARYLAND HOME IMPROVEMENT COMMISSION