

IN THE MATTER OF THE CLAIM OF
WILLIAM H KLUMPP, SR.
AGAINST THE
MARYLAND HOME IMPROVEMENT
GUARANTY FUND ON ACCOUNT OF
HOME IMPROVEMENT WORK
UNDERTAKEN BY
DANIEL J. CLARK T/A DANIEL CLARK

* BEFORE STEPHEN J. NICHOLS,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
* OAH NO.: DLR-HIC-02-13-08862
* MHIC NO.: 11 (90) 1129
*
*

* * * * *

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 William H Klumpp, Sr. (Claimant) with the Maryland Home Improvement Commission (MHIC) against Daniel J. Clark t/a Daniel Clark (Respondent). The complaint asserts that the Claimant entered into contracts with the Respondent for the performance of home improvement work at the residence owned by the Claimant and his spouse. The complaint alleges that the Respondent's performance of the contracted work was inadequate, incomplete, and unworkmanlike.

On February 23, 2012, the Claimant filed a claim with the MHIC seeking to recover \$12,000.00 from the Home Improvement Guaranty Fund (Fund). On January 30, 2013, the MHIC issued an order for a hearing on the claim against the Fund.

On August 13, 2013, the above-captioned case was heard before Stephen J. Nichols, Administrative Law Judge (ALJ), on behalf of the MHIC. Md. Code Ann., Bus. Reg. §§ 8-312(a) and 8-407(c)(2)(i) (2010 & Supp. 2012). The hearing was conducted at the Administrative Law Building located in Hunt Valley, Maryland.

Bill Klumpp, Esquire, represented the Claimant. Kris Michael King, Assistant Attorney General, Office of the Attorney General, Department of Labor, Licensing and Regulation, represented the Fund. The Respondent failed to appear at the hearing.

On March 20, 2013, the Office of Administrative Hearings (OAH) had mailed notice of the hearing to the Respondent by certified and regular mail to his last business address on file with the MHIC. "The hearing notice to be given to the person shall be sent at least 10 days before the hearing by certified mail to the business address of the licensee on record with the Commission." Md. Code Ann., Bus. Reg. § 8-312(d) (Supp. 2012). The notice advised the Respondent of the time, place, and date of the hearing. The U.S. Postal Service returned the certified mail to the OAH marked "Return to Sender – Not Deliverable as Addressed — Unable to Forward." The U.S. Postal Service also returned the regular mail to the OAH marked "Return to Sender - Not Deliverable as Addressed - Unable to Forward." The Respondent's license with the MHIC expired on January 12, 2011. On April 9, 2013, and on August 12, 2013, two different investigators, acting for the MHIC, obtained information from the Motor Vehicle Administration (MVA) that the Respondent had been a driver in this State, but, at the time of

their investigation, his driving privilege status was marked “eligible.” The Respondent’s address according to MVA records is the same as his last known business address on file with the MHIC.

“If, 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., Bus. Reg. § 8-312(h) (Supp. 2012). Since all reasonable notification efforts had been exhausted, the ALJ directed the hearing to proceed in the Respondent’s absence.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation, and the OAH Rules of Procedure govern the procedure in this case. Md. Code Ann., State Gov’t §§ 10-201 through 10-226 (2009 & Supp. 2012); Code of Maryland Regulations (COMAR) 09.01.03, COMAR 09.08.02.01, COMAR 09.08.03.03; COMAR 28.02.01.

ISSUES

The issues are whether the Claimant sustained an “actual loss” compensable by the Fund as the result of an act or omission of the Respondent under a home improvement contract(s) within the meaning of section 8-401 of the Business Regulation Article of the Annotated Code of Maryland; and if so, the amount of the award.

SUMMARY OF THE EVIDENCE

A. Exhibits

The following items were admitted into the record:

Fund Exhibit #1 – April 1, 2013 memorandum; March 20, 2013 Notice of Hearing sent to the Respondent via certified mail; January 30, 2013 Hearing Order (six pages & envelope)

Fund Exhibit #2 – April 1, 2013 memorandum; March 20, 2013 Notice of Hearing sent to the Respondent via regular mail; January 30, 2013 Hearing Order (six pages & envelope)

Fund Exhibit #3 – Dept. of Labor, Licensing & Regulation I.D. Registration Inquiry on the Respondent, dated August 9, 2013 (eight pages)

Fund Exhibit #4 – Affidavit of David L. Brown, dated August 12, 2013

Fund Exhibit #5 – Affidavit of Thomas Marr, IV, dated April 16, 2013

Fund Exhibit #6 – February 23, 2012 Home Improvement Claim Form

Fund Exhibit #7– Copy of a February 27, 2012 letter from John Borz, Chairman, MHIC
Claimant Exhibit #1 – September 30, 2010 proposal and Acceptance of Proposal; October 6, 2010 proposal and Acceptance of Proposal; October 25, 2010 proposal and Acceptance of Proposal; November 9, 2010 proposal and Acceptance of Proposal; November 20, 2010 proposal and Acceptance of Proposal; and reduced copies of five checks (#453, #456, #461, #448, #450) drawn on the Patapsco Bank (five pages & checks)

Claimant Exhibit #2 – *Curriculum vitae* of Joseph L. Berk (two pages)

Claimant Exhibit #3 – Twenty-six photographs (thirteen pages)

No other exhibits were offered into evidence.

B. Testimony

The Claimant testified on his own behalf and presented Joseph L. Berk as his witness.

Mr. Berk testified as an expert witness in the field of home inspection, home construction, and sufficiency of home improvement repair. No other witnesses were called to testify.

FINDINGS OF FACT

After considering all of the testimony and exhibits, the ALJ finds, by a preponderance of the evidence, the following to be fact:

1. At all times relevant, the Respondent was a home improvement contractor licensed with the MHIC under contractor license number 01-89364.

2. At all times relevant, the Claimant and his spouse owned and lived at the residence located at 2400 Windsor Road, Baltimore, Maryland 21234 (the property). The property is a single-family home.

3. The Claimant first met the Respondent when he solicited home improvement work by knocking on the Claimant's door at the property. After the Claimant opened his door, the Respondent told the Claimant there appeared to be loose shingles on his roof and asked about the age of his roof. Upon learning that the roof at the property was thirty-five years old and was due for replacement, the Respondent told the Claimant that he had a coating that he could apply to the roof that would extend the service life of the roof for an additional ten years.

4. On September 30, 2010, the Claimant and the Respondent entered into a contract for the Respondent to "reseal vents and flashings with new rubber cement . . . and seal coat all of the roof with aluminum asphalt roof coating." (Claimant Ex. #1, p. 1)

5. On October 1, 2010, the Respondent and/or his two workers (his sons) sprayed the Claimant's roof with a silver-colored roof coating that is designed to reflect sunlight as a heat insulator. The silver-colored roof coating that the Respondent applied had no properties that would act as a preservative, seal the roof shingles, or extend the service life of the roof. In addition, the application was unworkmanlike in that the silver-colored roof coating was applied in a swishy, non-uniform manner.

6. The agreed upon contract price for the October 1, 2010 home improvement work was \$1,500.00. On October 1, 2010, the Claimant paid the Respondent \$1,500.00 by giving him a check for the work. The Respondent negotiated and cashed this check.

7. About a week later, the Respondent returned to the property and again solicited home improvement work from the Claimant.

8. On October 6, 2010, the Claimant and the Respondent entered into a contract for the Respondent to "[replace] gutters and downspouts . . . and [install] new gutter helmets." (Claimant Ex. #1, p. 2)

9. On October 6, 2010, the Respondent and/or his workers installed new gutters at the property. When the new gutters were installed, the Respondent used numerous short pieces of gutter tubing that he connected together, instead of longer gutter tubes, and did not make the connections in a workmanlike manner resulting in an unprofessional appearance. The Respondent failed to replace the existing downspouts and instead reused them. The Respondent did not install “gutter helmets” as that product is known in the construction trade, but instead installed cheaper gutter covers made of vinyl. In addition, the top flanges of the gutter covers were improperly nailed on top of the roof shingles, instead of installed underneath the roof shingles; thereby, creating a ribbon of holes in the roof shingles that would permit water to penetrate the roof.

10. The agreed upon contract price for the October 6, 2010 home improvement work was \$3,000.00. On October 6, 2010, the Claimant paid the Respondent \$3,000.00 by giving him a check for the work. The Respondent negotiated and cashed this check.

11. Several weeks later, the Respondent returned to the property and again solicited home improvement work from the Claimant. The Respondent indicated to the Claimant that if problems with the property’s foundation were not corrected, all of the work he had performed to-date would be wasted.

12. On October 25, 2010, the Claimant and the Respondent entered into a contract for the Respondent to “[recaulk] around window frames . . . [fill] holes and cracks between bricks [in the above-ground exterior of the house] with clear rubberized caulking . . . [and seal] entire house with clear acrylic waterproof sealer, and [patch] around broken areas on foundation with new cement.” (Claimant Ex. #1, p. 3)

13. On October 25, 2010, the Respondent and/or his workers added new caulking to the doorway and some of the window frames. However, the new caulking was simply smeared onto the

existing caulking and the old caulking was not removed. The Respondent sprayed a clear, silicon sealant onto the exterior surface of the house, but that application had no effect as it was the wrong sealing material to apply to masonry. The property had numerous settlement cracks between the bricks in the exterior, but the Respondent failed to fix ninety percent of those cracks or to fix broken foundation areas with new cement.

14. The agreed upon contract price for the October 25, 2010 home improvement work was \$3,200.00. On October 25, 2010, the Claimant paid the Respondent \$3,200.00 by giving him a check for the work. The Respondent negotiated and cashed this check.

15. Several weeks later, the Respondent returned to the property and again solicited home improvement work from the Claimant. The Respondent inspected the basement at the property and indicated to the Claimant that he detected evidence of water seepage. The Claimant questioned the Respondent about his report as he had never see evidence of water in his basement, but the Respondent assured him that he could tell because he was a “professional.”

16. On November 9, 2010, the Claimant and the Respondent entered into a contract for the Respondent to “[coat] entire foundation with gray waterproofing foundation sealer finish coat.” (Claimant Ex. #1, p. 4)

17. On November 9, 2010, the Respondent and/or his workers sprayed gray paint onto the exterior of the concrete foundation that was visible above the level of the ground at the property. Only the concrete foundation exposed above ground received the application. The gray paint that was used was not thick and had no properties that would have sealed the concrete. In addition, the application had no effect in protecting most of the foundation from water penetration as it did not extend below ground level.

18. The agreed upon contract price for the November 9, 2010 home improvement work was \$2,900.00. On November 9, 2010, the Claimant paid the Respondent \$2,900.00 by giving him a check for the work. The Respondent negotiated and cashed this check.

19. Several weeks later, the Respondent returned to the property and again solicited home improvement work from the Claimant. The Respondent indicated to the Claimant that the aluminum asphalt roof coating that he had applied on September 30, 2010 was not "taking" and the roof had to be retreated. When the Claimant complained that he had already spent \$1,500.00 to extend the service life of his roof, the Respondent stated that he would allow a \$1,500.00 credit against the normal cost for the work he would perform.

20. On November 20, 2010, the Claimant and the Respondent entered into a contract for the Respondent to "reseal roof with rubber coating." (Claimant Ex. #1, p. 5)

21. On November 20, 2010, the Respondent and/or his workers thinly applied a spray-on, tar-colored material to the roof at the property. The application was unworkmanlike in that the completed work looked uneven and patchy (with heavy and light areas of application). The material that was applied was water-based rather than a "rubber coating" and had no effect on the roof other than to make the roof look cosmetically unattractive.

22. The agreed upon contract price for the November 20, 2010 home improvement work was \$1,400.00. On November 20, 2010, the Claimant paid the Respondent \$1,400.00 by giving him a check for the work. The Respondent negotiated and cashed this check.

23. After the Respondent finished working on November 20, 2010, he never returned to the property.

24. Whenever the work involved spraying a substance at the property, the Respondent would tell the Claimant that he should go into his house while the work was in progress as the

substance being sprayed would contaminate his lungs. The Claimant would do as advised; he would go inside of his home and not be in a position to observe the work being performed. Although he warned the Claimant about possible health risks, the Respondent and/or his workers never wore masks while they were spraying any substance at the property.

25. During the performance of one of the home improvement contracts, one of the Respondent's workers accidentally damaged the top and the front facing of a structure covering the basement steps at the property. When the damage was brought to his attention, the Respondent promised the Claimant that he would return to the property and repair the damage. The Respondent did not keep his promise to repair this damage.

26. After November 20, 2010, the Claimant telephoned the Respondent's business office number and/or his cell phone number approximately thirty times over a period of a month and a half in an attempt to have him return to the property and fix the damage to the structure covering the basement steps at the property. The Respondent did not answer any of the telephone calls that the Claimant made. The Claimant left numerous voicemail messages, but none of his calls were returned.

27. After the Respondent failed to return his telephone calls, the Claimant discussed the work performed at the property with his son, an attorney.¹ Subsequently, the Claimant filed a complaint with the Consumer Protection Division, Office of the Attorney General. The Consumer Protection Division referred the Claimant's complaint to the MHIC. On February 23, 2012, the Claimant filed a claim against the Fund.

28. The fair market value of all of the work that the Respondent performed at the property is zero.

¹ The Claimant's son represented him as his attorney during the hearing.

DISCUSSION

In 1985, the Maryland General Assembly enacted legislation that first established the Fund. By this means, the legislature sought to create a readily available pool of money from which homeowners could seek relief for losses sustained at the hands of incompetent or unscrupulous home improvement contractors. Md. Code Ann., Bus. Reg. §§ 8-401 to 8-411 (2010 & Supp. 2012).² Under this statutory scheme, licensed contractors are assessed for the monies that subsidize the Fund. Homeowners who are victimized by the actions of licensed contractors may recover their “actual losses” from this pool of money, subject to a \$20,000.00 limitation on the claim of any one aggrieved homeowner because of the work of any one contractor. Md. Code Ann., Bus. Reg. § 8-405(e)(1) (Supp. 2012). A homeowner is authorized to recover from the Fund when he or she sustains an actual loss that results from an act or omission by a licensed contractor. Md. Code Ann., Bus. Reg. § 8-405(a) (Supp. 2012). When the Fund pays money to a homeowner as a result of the faulty performance of a home improvement contractor, the responsible contractor is obligated to reimburse the Fund. Md. Code Ann., Bus. Reg. § 8-410. The MHIC may suspend the license of any such contractor until he or she fully effectuates reimbursement. Md. Code Ann., Bus. Reg. § 8-411.

Recovery against the Fund is based on “actual loss” as defined by statute and regulation. “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401. “The Fund may only compensate for actual losses claimant incurred as a result of misconduct by a licensed contractor.” COMAR 09.08.03.03B(2). “At a hearing on a claim, the claimant has the burden of proof.” Md. Code Ann., Bus. Reg. § 8-407(e)(1).

² Unless otherwise noted, all references to the Annotated Code of Maryland, Business Regulation Article are to the version published in the 2010 Replacement Volume.

The Claimant is an elderly, retired gentleman. He had no employment in, or relevant experience with, the construction or home improvement trades. The Respondent solicited home improvement work from the Claimant on five separate occasions over a course of approximately two months. As a result of five home improvement contracts, the Claimant paid \$12,000.00 to the Respondent for work at the property. Preying upon his susceptibility to health concerns, the Respondent advised the Claimant to stay indoors while spraying was taking place so that the Claimant could not be in a position to observe the work as it was being performed. The record reflects that the Claimant was victimized and cheated by an unscrupulous home improvement contractor who performed a series of unworkmanlike, inadequate, and incomplete home improvements.

Joseph Berk testified as an expert witness on behalf of the Claimant. Mr. Berk's experience, credentials, and qualifications in the field of home inspection, home construction, and sufficiency of home improvement repair is extensive, impressive, and his testimony was not contradicted. After he filed a complaint with the MHIC, the Claimant was advised to contact Mr. Berk. At the Claimant's request, Mr. Berk inspected the Respondent's work at the property and, during the hearing, he reported on what his inspection revealed.

Mr. Berk testified there is no product that could be applied to extend the service life of a thirty-five-year-old roof for an additional ten years, as the Respondent had promised the Claimant in order to get him to agree to the first home improvement contract. The silver-colored roof coating that the Respondent applied to the roof is designed to reflect sunlight as a heat insulator and has no properties that would act as a preservative, seal the roof shingles, or extend the service life of the roof. The only work that should have been done on the roof at the property in September 2010 was to replace the roof. (In 2012, after Mr. Berk inspected the Respondent's

work at the property, the Claimant paid \$9,200.00 to a local home improvement contractor to replace the roof and put new leaf guards on the gutters.) According to Mr. Berk, the value of the labor and materials that the Respondent performed at the property in the first home improvement contract was zero as that work would do nothing to extend the service life of the roof and the application of the silver-colored roof coating was unworkmanlike and worthless in that it was applied in a swishy, non-uniform manner.

Mr. Berk testified that “gutter helmets,” as that product is known in the construction trade, is a product that is only sold and installed by authorized “gutter helmet” dealers. Although the Respondent promised to install “gutter helmets” in the second home improvement contract, he was not an authorized “gutter helmet” dealer. The Respondent did not install “gutter helmets,” a relatively expensive product, as required by the contract; instead, the Respondent installed cheaper gutter covers made of vinyl. However, the gutter covers used by the Respondent were improperly installed. The top flanges of the gutter covers were nailed on top of the roof shingles, instead of installed underneath the roof shingles, thereby creating a ribbon of holes in the roof shingles that would permit water to penetrate the roof. Mr. Berk indicated that the Respondent’s improper installation of the vinyl gutter covers actually damaged the roof and impaired its function to protect from the effects of inclement weather. Ideally, a gutter should consist of a single long piece of gutter tubing. The Respondent replaced the existing gutters, but he used numerous short pieces of gutter tubing that he connected together, instead of longer gutter tubes, and he did not make the connections between the pieces in a workmanlike manner resulting in an unprofessional appearance. Although the contract called for replacing the downspouts, the Respondent failed to replace the existing downspouts and instead reused them. According to Mr. Berk, the value of the labor and

materials that the Respondent performed at the property in the second home improvement contract was zero.

With respect to the third home improvement contract, Mr. Berk referred to photographs that he took at the time of his inspection and pointed out numerous areas in the brick and masonry walls of the property where settlement cracks do appear and areas at door frames and windows where the caulking has started to peel away. Given the age of the house, such settlement cracks and peeling caulking would be expected as normal wear and tear. However, the Respondent's repair efforts left much to be desired. The new caulking the Respondent applied was simply smeared onto the existing caulking and the old caulking was not removed. Such an unworkmanlike application allows the old caulking to continue to peel away, taking the new caulking with it. The Respondent sprayed a clear, silicon sealant onto the exterior surface of the house, but that application had no effect as it was the wrong sealing material to apply to masonry. In addition, the Respondent failed to fix cracks between bricks or to fix broken foundation areas with new cement before the application of the clear, silicon sealant. According to Mr. Berk, the value of the labor and materials that the Respondent performed at the property in the third home improvement contract was zero.

The fourth home improvement contract was preceded by the Respondent's inspection of the basement at the property during which he indicated to the Claimant that he detected evidence of water seepage. During his visit to the property, Mr. Berk also inspected the basement and he testified that he found no such evidence. The fourth contract required the Respondent to "[coat] **entire** foundation with gray **waterproofing** foundation **sealer** finish coat." (Claimant Ex. #1, p. 4, emphasis added) Mr. Berk indicated that what the Respondent sprayed onto the exterior of the concrete foundation was simply gray paint and if there had been any defect in the foundation it

would not have sealed the concrete. Only the concrete foundation exposed above ground received the application. The application did not cover the entire foundation and would have absolutely no effect in protecting most of the foundation that is below the ground level from water penetration. According to Mr. Berk, the value of the labor and materials that the Respondent performed at the property in the fourth home improvement contract was zero.

For the fifth and last home improvement contract, the Respondent thinly sprayed a tar-colored material onto the roof at the property. In this contract, basically the Respondent contracted to redo the work he had been obligated to perform in the first contract with a “rubber coating” instead of an “aluminum asphalt” coating. (Claimant Ex. #1, p. 1, 5) The fact that the Respondent was able to get the Claimant to pay him to redo the work with a different material from the one he had initially “guaranteed” illustrates the unfair advantage the Respondent enjoyed in the negotiations. The application was, once again, unworkmanlike in that the completed work looked uneven and patchy (with heavy and light areas of application). Mr. Berk further testified that the material that was applied was water-based rather than a “rubber coating” and had no effect other than to make the roof look cosmetically unattractive. According to Mr. Berk, the value of the labor and materials that the Respondent performed at the property in the final home improvement contract was, true to form, zero.

Because of the Respondent’s “misconduct” described above, the Claimant has established an entitlement to reimbursement on his claim against the Fund. COMAR 09.08.03.03B(2); Md. Code Ann., Bus. Reg. § 8-401. COMAR 09.08.03.03B(3) sets forth the following formulas for determining an “actual loss:”

(3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:

(a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.

(b) If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.

(c) If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(a) does not apply to the facts as found. There is no reason to repair or complete the work specified in the five contracts as other home improvement work should have been done instead of the work proposed by the Respondent or the work as proposed was unnecessary. Therefore, the ALJ will not calculate the Claimant's "actual loss" in accordance with COMAR 09.08.03.03B(3)(c). The ALJ will calculate the Claimant's "actual loss" in accordance with COMAR 09.08.03.03B(3)(b). The calculations follow:

\$ 12,000.00	Paid to Respondent by the Claimant
- \$ <u>0.00</u>	Less the Value of Materials or Services provided by the Respondent
\$ 12,000.00	Actual Loss

Pursuant to COMAR 09.08.03.03B(3)(b), the Claimant has demonstrated an "actual loss" of \$12,000.00. Md. Code Ann., Bus. Reg. § 8-401.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, the ALJ concludes as a matter of law that the Claimant has sustained a \$12,000.00 “actual loss” as a result of the Respondent’s acts and omissions. Md. Code Ann., Bus. Reg. § 8-401; COMAR 09.08.03.03B(3)(b).

RECOMMENDED ORDER

On the basis of the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Maryland Home Improvement Commission:

ORDER, that the Claimant be awarded \$12,000.00 from the Maryland Home Improvement Guaranty Fund to compensate him for “actual losses” sustained by the “acts and omissions” of the Respondent under section 8-409 of the Business Regulation Article of the Annotated Code of Maryland; and further,

ORDER, that the Respondent be ineligible for any MHIC license until the Respondent reimburses the Maryland Home Improvement Guaranty Fund for all monies disbursed under this Order plus annual interest of ten percent (10%), pursuant to section 8-411 of the Business Regulation Article of the Annotated Code of Maryland; and further,

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

Signature on File

September 17, 2013
Date Decision Mailed
#144483v1

Stephen J. Nichols (_____
Administrative Law Judge

PROPOSED ORDER

WHEREFORE, this 23rd day of October 2013, Panel B of the Maryland Home Improvement Commission approves the Recommended Decision 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.

Joseph Tunney

*Joseph Tunney, Chairman
Panel B*

MARYLAND HOME IMPROVEMENT COMMISSION