

<p>IN THE MATTER OF THE CLAIM</p> <p>OF MICHAEL RUTH,</p> <p>CLAIMANT</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF JAMES REXRODE,</p> <p>T/A REXRODE REMODELING,</p> <p>RESPONDENT</p>	<p>* BEFORE TRACEY JOHNS DELP,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>*</p> <p>*</p> <p>* OAH No.: DLR-HIC-02-17-28250</p> <p>* MHIC No.: 17 (75) 392</p>
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PROPOSED DECISION

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STATEMENT OF THE CASE

On December 13, 2016, Michael Ruth (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$24,218.49¹ in actual losses allegedly suffered as a result of a home improvement contract with James Rexrode, trading as Rexrode Remodeling (Respondent).

¹ The original claim amount of \$26,000.00 was amended by the Claimant on April 24, 2017. Code of Maryland Regulations (COMAR) 09.08.03.02C. (Fund Ex. 5.)

I held a hearing on January 17, 2018 at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e) (2015).² The Claimant represented himself. Andrew Brouwer, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. The Respondent failed to appear for the hearing. After waiting more than fifteen minutes, without the Respondent or anyone authorized to represent him appearing, I proceeded with the hearing.³

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2017); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
2. If so, what is the amount of that loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimant's behalf:

- Cl. Ex. 1 - Contract, dated January 10, 2016 and signed by the parties on March 28, 2016
- Cl. Ex. 2 - Contract, dated March 22, 2015 and signed by the parties on March 28, 2016⁴

² Unless otherwise noted, all references to the Business Regulation Article hereinafter cite the 2015 volume of the Maryland Annotated Code.

³ After review of Fund Exhibits 2, 3, 4, 6, and 7, as well as taking Official Notice of the OAH Notice File Copy dated December 15, 2017 with stapled U.S. Postal Service® Certified Mail® receipt, I determined proper hearing notice was provided to the Respondent. Bus. Reg. § 8-312(h) ("If, after due notice, the person against whom the action is contemplated does not appear, nevertheless the Commission may hear and determine the matter."); COMAR 28.02.01.21F (Official Notice).

⁴ The Claimant testified the Respondent misplaced his copy of the Contract and provided this Contract dated March 22, 2015 to the Claimant. The Claimant testified the March 22, 2015 date is incorrect and has no relation to any event that transpired in this case.

- Cl. Ex. 3 - Architect plans for rear addition
- Cl. Ex. 4 - Alban Rents Invoices, June 7, 2016 (\$312.40) and June 8, 2016 (\$237.42)
- Cl. Ex. 5 - Claimant statement to MHIC, undated
- Cl. Ex. 6 - Photograph, taken by Claimant on August 29, 2016, basement addition flooding
- Cl. Ex. 7 - Photograph, taken by Claimant on August 28, 2016, plywood placed in basement entry way by Claimant to protect the interior from impending rain
- Cl. Ex. 8 - Email exchange between Claimant and Respondent, September 17 - 19, 2016
- Cl. Ex. 9 - Text message screen shots between Claimant and Respondent, August 5, 2016 through September 19, 2016
- Cl. Ex. 10 - Photograph, taken by Claimant on September 21, 2016, siding alignment issue
- Cl. Ex. 11 - Claimant \$270.00 payment to Shaun Smedley, plumber, August 31, 2016
- Cl. Ex. 12 - Claimant payments to Respondent:
 - March 29, 2016 \$18,000.00
 - June 20, 2016 \$18,000.00
 - August 1, 2016 \$5,000.00
 - August 2, 2016 \$2,500.00
 - August 5, 2016 \$4,500.00
- Cl. Ex. 13 - Timber Ridge Home Improvement Estimate, December 1, 2016 (\$29,310.00)
- Cl. Ex. 14 - Photograph, taken by Claimant on September 21, 2016, temporary door used to secure residence after Respondent left project
- Cl. Ex. 15 - Photograph, taken by Claimant on September 21, 2016, temporary wall and incomplete basement level of project
- Cl. Ex. 16 - Photograph, taken by Claimant on September 21, 2016, alternative view of temporary wall and incomplete basement level of project
- Cl. Ex. 17 - Photograph, taken by Claimant on September 21, 2016, project left in unfinished condition
- Cl. Ex. 18 - Photograph, taken by Claimant on September 21, 2016, incorrect ceiling fan bracket in upstairs portion of addition
- Cl. Ex. 19 - Photograph, taken by Claimant on September 21, 2016, unfinished edge on block wall

- Cl. Ex. 20 - Photograph, taken by Claimant on September 21, 2016, electrical wires hanging and incomplete
- Cl. Ex. 21 - Photograph, taken by Claimant on September 21, 2016, shadow on wall showing gap and inadequate framing
- Cl. Ex. 22 - Photograph, taken by Claimant on September 21, 2016, temporary wall and hanging, incomplete electrical work
- Cl. Ex. 23 - Photograph, taken by Claimant on September 21, 2016, incomplete window installation
- Cl. Ex. 24 - Photograph, taken by Claimant on September 21, 2016, incomplete shower
- Cl. Ex. 25 - Photograph, taken by Claimant on September 21, 2016, uneven second floor transition
- Cl. Ex. 26 - Photograph, taken by Claimant on September 21, 2016, ruler showing use of 2x4 lumber
- Cl. Ex. 27 - Photograph, taken by Claimant on September 21, 2016, 2x4 framing
- Cl. Ex. 28 - Photograph, taken by Claimant on September 21, 2016, temporary wall
- Cl. Ex. 29 - Photograph, taken by Claimant on September 21, 2016, uneven basement floor transition
- Cl. Ex. 30 - Photograph, taken by Claimant on September 21, 2016, alternative view of uneven basement floor transition
- Cl. Ex. 31 - Photograph, taken by Claimant on September 21, 2016, incomplete removal of exterior basement wall
- Cl. Ex. 32 - Photograph, taken by Claimant on September 21, 2016, incomplete bathroom
- Cl. Ex. 33 - Photograph, taken by Claimant on September 21, 2016, project as left by Respondent on second floor
- Cl. Ex. 34 - Photograph, taken by Claimant on September 21, 2016, corner of project as left by Respondent on second floor
- Cl. Ex. 35 - Photograph, taken by Claimant on September 21, 2016, alternate view of project as left by Respondent on second floor
- Cl. Ex. 36 - Photograph, taken by Claimant on September 21, 2016, incomplete exterior
- Cl. Ex. 37 - Photograph, taken by Claimant on September 21, 2016, Baltimore County Building Inspection disapproval dated August 17, 2016 fastened to window

- Cl. Ex. 38 - Claimant \$1,287.51 payment to The Roof Center, September 26, 2016
- Cl. Ex. 39 - Claimant \$68.44 payment to The Roof Center, September 26, 2016
- Cl. Ex. 40 - DeVere Insulation Company Proposal, October 12, 2016 (\$2,753.79)

No evidence was offered on the Respondent's behalf.

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 - Hearing Order, August 30, 2017
- GF Ex. 2 - Notice of January 17, 2018 Hearing, dated November 7, 2017
- GF Ex. 3 - Memorandum from Andrew Brouwer, Assistant Attorney General, to the OAH, December 13, 2017
- GF Ex. 4 - Notice of January 17, 2018 Hearing, dated December 15, 2017
- GF Ex. 5- Letter to Respondent from the MHIC, May 3, 2017, with December 5, 2016 Home Improvement Claim Form, April 24, 2017 Claimant letter, and April 15, 2017 Home Improvement Claim Form attached
- GF Ex. 6 - Respondent's MHIC Licensure Information, printed December 13, 2017 (3 pages)
- GF Ex. 7 - Affidavit of Keyonna Penick, January 16, 2018, with Maryland Department of Transportation Motor Vehicle Administration Driving Record Information

Testimony

The Claimant testified and presented the testimony of William Casey of Timber Ridge Home Improvement.

The Fund did not present the testimony of any witnesses.

There was no testimony presented on the Respondent's behalf.

PROPOSED FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01- 91999.

2. At all times relevant, the Claimant was the owner of a home in Baltimore County, Maryland.

3. In 2016, the Claimant wanted to construct a 20x16 foot two-story addition to his home, in order to create a theatre room on the basement level and a master bedroom suite with bathroom and walk-in-closet on the upstairs level. After reviewing various contractor proposals and performing a MHIC licensure check, the Claimant elected to contract with the Respondent.

4. The home addition contract (Contract) was signed by the parties on March 28, 2016. The Contract price was \$55,000.00 and specified a six-to-eight-week time frame for project completion. According to the Contract, the payment schedule was as follows:

Payment Number	Payment Amount	When Payment Due
1	\$18,000.00	Upon signing of Contract
2	\$18,000.00	Upon completion of foundation
3	\$9,500.00	Upon completion of drywall installation
4	\$9,500.00	Upon project completion

5. The Claimant approved plans for the project which were created by an architect.

6. The Claimant made the following installment payments to the Respondent: \$18,000.00 on March 29, 2016; \$18,000.00 on June 20, 2016; \$5,000.00 on August 1, 2016; and \$4,500.00 on August 5, 2016. These payments total \$45,500.00, leaving a \$9,500.00 balance due under the Contract.

7. On May 17, 2016, the Respondent advised the Claimant that permits were in order and work would commence the following week.⁵

8. After making excuses such as other projects being delayed and staffing issues, the Respondent arrived to begin project work on June 7, 2016 without the proper construction equipment. The Respondent was aware the Claimant owns a landscaping business and has

⁵ The Monday of the following week was May 23, 2016. Pursuant to the Contract, eight weeks thereafter would have made the project completion date Friday, July 15, 2016.

access to construction equipment. After a discussion between the Claimant, who was eager to begin the project, and the Respondent, the Claimant agreed to rent the proper equipment from Alban Rents, and the Respondent agreed to deduct the rental expenses from the Contract price.

9. On June 7, 2016, the Claimant paid \$312.40 to Alban Rents for rental construction equipment used by the Respondent.

10. On June 8, 2016, the Claimant paid \$237.42 to Alban Rents for rental construction equipment used by the Respondent.

11. After the basement block wall work was finished, the Claimant noticed that the entry way through the original basement wall into the newly created space was not as wide as indicated in the architect's plans. When the Claimant brought this fact to the Respondent's attention, the Respondent advised that it would cost the Claimant an additional \$1,500.00 to widen the entry way pursuant to the plans. The Claimant agreed to the additional payment, hoping to get the work completed, and address the issue of why he was being charged the additional sum at a later time. On July 28, 2016, the Respondent raised the price to \$2,500.00. On August 2, 2016, the Claimant paid the Respondent \$2,500.00 to widen the basement entry way. The space was widened, but still not in accordance with the architect's blueprints.

12. Pursuant to the Contract, the third payment was due after drywall installation. The drywall was not hung, but the Respondent requested the payment and in exchange, promised that workers would be paid, more workers would be assigned to the project, and work would take place daily. The Claimant made the third payment, \$9,500.00, ahead of schedule.

13. Pursuant to the Contract, the project should have been completed in July 2016. The Claimant kept detailed notes on a calendar regarding the slow progress. One or two men worked on the project occasionally, but never for a full day. As a result, the Claimant repeatedly

requested a meeting with the Respondent. The Respondent did not respond, except on occasion to say that a meeting was unnecessary.

14. The Respondent's brother, Dan Rexrode, was the project leader. When the Claimant texted the Respondent on August 31, 2016 to advise him that Dan Rexrode was not on-site for a full day, the Respondent texted: "[i]f you rat him out and piss him off it will be bad for alllllllllllllllllllllll[.]" (Cl. Ex. 9.)

15. On August 31, 2016, the plumber, Shaun Smedley, expressed concern to the Claimant that the Respondent was not going to pay him. In order to have the plumbing work done, the Claimant paid Mr. Smedley \$270.00.

16. Despite requests for doors, the Respondent never installed them which left the home unsecure for months.

17. Insulation was not installed, and the Claimant's electric bills were exorbitant.

18. Despite the drywall still not having been hung (condition precedent for the third payment) and the project continuing to move slowly, on or about August 31, 2016, the Respondent began to request the fourth and final payment of \$9,500.00. According to the Contract, the fourth payment is "due upon completion of work and acceptance of owner[.]" (Cl. Ex. 1.) The Claimant refused to tender the final payment.

19. On September 8, 2016, the Respondent texted the Claimant that failure to make the final payment (ahead of schedule) would result in the Respondent "hav[ing] to keep other clients happy." (Cl. Ex. 9.)

20. On September 14, 2016, Dan Rexrode arrived at the project, did not perform any work, retrieved his tools, and left.

21. In an email exchange September 17 through September 19, 2016 between the Claimant and Respondent, in an effort to continue to work with the Respondent to have the job

finished, the Claimant proposed a new timeline for project completion that would not involve any payment upfront by the Claimant. The Respondent wrote that he needed to let the email "sink in" and would "be in touch." (Cl. Ex. 8.)

22. On September 21, 2016, the Claimant submitted a complaint against the Respondent with the MHIC. The Claimant did not have any further contact with the Respondent.

23. Thereafter, Dan Rexrode came to the project and attempted to take materials. The Claimant ordered him to stay away and threatened to call the police.

24. Timber Ridge Home Improvement provided an estimate of \$29,310.00 for repair, replacement, and completion of the project.

25. The Claimant paid Timber Ridge Home Improvement \$2,180.00 to complete framing (\$1,900.00) and siding (\$280.00) the addition.

26. The Claimant paid \$1,287.51 to retrieve project doors from the supplier who had not been paid by the Respondent.

27. The Claimant paid \$68.44 to purchase a gable vent for the project.

28. The Claimant paid De Vere Insulation Company \$2,753.79 to insulate the addition.

29. It would cost an additional \$26,080.00 for repairs and project completion to meet the requirements of the Contract.

DISCUSSION

Positions of the Parties

The Claimant alleged the Respondent performed unworkmanlike, inadequate, and incomplete work. The Respondent failed to appear after proper notice; his position is unknown.

The Fund suggested application of the formula set forth in COMAR 09.08.03.03B(3)(c) would appear appropriate.

Applicable Law

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401.

As owner, the Claimant has the burden of proving the validity of his claim by a preponderance of the evidence. Md. Code Ann., State Gov’t §10-217 (2014); COMAR 09.08.03.03A(3). “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Civil Pattern Jury Instructions* 1:7 (3d ed. 2000)). Under this standard, if the supporting and opposing evidence is evenly balanced on an issue, the finding on that issue must be against the party who bears the burden of proof. *Id.* For the following reasons, I find that the Claimant has met this burden and has proven eligibility for compensation.

Witness Credibility

The Claimant and his witness presented credibly. The Claimant explained that he took detailed notes as problems in the project arose and his relationship with the Respondent deteriorated. He photographed his concerns and presented his case in an organized manner. His testimony was thorough, logical, and supported by the evidence. The Claimant’s witness, William Casey, has worked in the construction industry since he was fourteen years of age. He

testified that he is properly licensed and has owned his own construction business for fifteen years. Mr. Casey was a matter-of-fact and knowledgeable witness. Mr. Casey reviewed a multitude of photographs and provided detailed testimony regarding problems with the Respondent's work as well as the work necessary to repair and complete the project.

Unworkmanlike, Inadequate, or Incomplete Home Improvement

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Respondent did not follow the time for performance set forth in the Contract. According to the Contract, the project should have been completed in July 2016. Despite delay and concerns with workmanship, the Claimant attempted to continue working with the Respondent. The Respondent disregarded the Claimant's requests to meet and discuss the project. The Respondent demanded payments ahead of schedule, and ultimately abandoned the project, without justification, in September 2016 when the Claimant refused to continue making payments ahead of schedule. Bus. Reg. § 8-605(1). The Respondent's project leader removed his tools from the Claimant's home and even attempted to remove materials. The Respondent left the project in an unworkmanlike, inadequate, and incomplete state.

Despite requests for doors, the Respondent never installed them, so the home was left unsecure for months. Insulation was never installed, and the Claimant's electric bills were exorbitant. After the Respondent's abandonment, the Claimant testified that his first priorities were to get the home secured and insulated. He paid \$1,287.51 to retrieve the doors from the supplier who had not been paid by the Respondent, and he paid \$2,753.79 for insulating the addition. The Claimant also paid \$68.44 to purchase a gable vent for the project, and he paid \$2,180.00 for framing (\$1,900.00) and siding (\$280.00) to Mr. Casey's company, Timber Ridge Home Improvement. The Claimant did not have proof of payment to Timber Ridge Home Improvement, but his testimony was corroborated by Mr. Casey. The Timber Ridge Home

Improvement estimate provides an itemized break down, which explains that the framing expense included door insulation, repair of a fan bulkhead, and removal of incorrect steel hangers, as well as correction of ceiling areas and studs which were not flush against the wall. The siding expense was to correct an improperly installed area of siding, address a lack of J-channel siding around the doorway, and attempt to address siding alignment issues created by the Respondent which left the siding on the new addition not aligning properly with siding on the original home.

Mr. Casey testified that he surveyed the Contract and work completed by the Respondent. He discovered code violations and poor workmanship. In his construction experience, he estimated that an additional \$26,080.00 is necessary to perform remaining repairs and complete the project as agreed in the Contract. Mr. Casey explained the project requires heating, ventilation, and air conditioning supply ducts; electrical work; complete outfitting of the bathroom; demolition of poorly prepped and non-level areas of concrete flooring; gypsum board installation; painting; flooring; and closet shelving system installation. He examined numerous photographs and explained deficiencies, needed corrections, and what work is necessary to complete the project. Mr. Casey has some familiarity with his competitors' estimates and testified to his belief that his estimate would neither be the highest nor the lowest estimate for the Claimant's project. With Mr. Casey's experience, I find his Timber Ridge Home Improvement estimate to be a reasonable estimate of the cost to remedy deficiencies and complete the Contract's scope of work.

Accordingly, I find that the Claimant is eligible for compensation from the Fund. Having found eligibility for compensation, I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover.

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. COMAR 09.08.03.03B(3). In this case, the Respondent performed some work under the Contract, and the Claimant retained and intends to retain other contractors to complete and remedy that work. Therefore, as the Fund suggested in summation, the following formula appropriately measures the Claimant's actual loss:

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 under the original contract 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)(c).

Three numbers are required for this calculation. The first number is the amount the Claimant paid under the Contract. The testimony and evidence offered by the Claimant established that this amount is \$48,819.82. The second is "any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work under the contract." The Claimant established the amount is \$32,372.46. The final number is the Contract price, \$55,000.00. Thus, the Claimant's actual loss is \$26,192.28.⁶ ($\$48,819.82 + \$32,372.46 - \$55,000.00 = \$26,192.28$)

Payment to Respondent, \$48,819.82 ⁷ Payment to Timber Ridge Home Improvement, \$2,180.00 - framing (\$1,900.00) and siding (\$280.00) Payment to The Roof Center, \$1,358.67 - gable vent (\$68.44) and doors (\$1,287.51) Payment to DeVere Insulation Company, \$2,753.79 (insulation)	
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⁶ During closing argument, the Fund calculated the identical actual loss amount.

⁷ This sum represents the following: 1.) installment payments of \$18,000.00 on March 29, 2016, \$18,000.00 on June 20, 2016, \$5,000.00 on August 1, 2016, and \$4,500.00 on August 5, 2016; 2.) payment of \$2,500.00 on August 2, 2016 demanded by the Respondent to comply with plans; 3.) payment of \$549.82 to Alban Rents; and 4.) payment of \$270.00 to plumber, Shaun Smedley.

Cost per Timber Ridge Home Improvement estimate for repairs and project completion, \$26,080.00 ⁸	\$81,192.28
Subtract original contract price	- \$55,000.00
Claimant's actual loss	\$26,192.28

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor, and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss of \$26,192.28 exceeds \$20,000.00. Therefore, the Claimant's recovery is limited to \$20,000.00. Bus. Reg. § 8-405(e)(1); COMAR 09.08.03.03D(2)(a). The Fund agrees the Claimant is entitled to \$20,000.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$26,192.28 as a result of the Respondent's acts and omissions. Bus. Reg. §§ 8-401, 8-405; COMAR 09.08.03.03B(1); COMAR 09.08.03.03B(3). I further conclude that the Claimant is entitled to recover \$20,000.00 from the Fund. Bus. Reg. § 8-405(e)(1); COMAR 09.08.03.03D(2)(a).

RECOMMENDED ORDER

I RECOMMEND 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

⁸ I subtracted \$1,900.00 (framing) and \$280.00 (siding) already paid to Timber Ridge Home Improvement from its estimate, as well as \$1,050.00 estimated for insulation because the Claimant paid DeVere Insulation Company for insulation of the addition. (\$29,310.00 - \$1,900.00 - \$280.00 - \$1,050.00 = \$26,080.00)

under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;⁹ and

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

Signature on File

February 13, 2018
Date Decision Issued

Tracey Johns Delp
Administrative Law Judge

TJD/dlm
#171847

⁹ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 9th day of March, 2018, 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.

Joseph Tunney

***Joseph Tunney
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION