

IN THE MATTER OF THE CLAIM	*	BEFORE TRACEY JOHNS DELP,
OF JANETTE BROWN,	*	AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	*	OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	*	OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF CLAUDELL	*	
BARNES,	*	OAH No.: DLR-HIC-02-19-01171
T/A M & C HOME IMPROVEMENT	*	MHIC No.: 18 (75) 632
CONSTRUCTION SERVICES LLC,	*	
RESPONDENT	*	

* * * * *

PROPOSED DECISION

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

STATEMENT OF THE CASE

On November 8, 2018, the Claimant filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$33,607.00 in actual losses allegedly suffered as a result of a home improvement contract with Claudell Barnes, trading as M & C Home Improvement Construction Services LLC (Respondent). Md. Code Ann., Bus. Reg.

§§ 8-401 through 8-411 (2015).¹ On January 9, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on July 29, 2019 at the OAH in Hunt Valley, Maryland. Bus. Reg. § 8-407(e).² Andrew J. Brouwer, Assistant Attorney General, Department of Labor (Department), represented the Fund. The Claimant represented herself. William N. Butler, Esquire represented the Respondent.

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. 2018); 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 the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

Clmt. Ex. 1 - Contract³

Clmt. Ex. 2 - Not admitted

Clmt. Ex. 3a - Photograph of deck railing and floorboards

¹ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

² An earlier hearing date of May 24, 2019 was postponed at the request of Respondent's counsel due to a scheduling conflict.

³ Despite moving to admit Claimant Exhibit 1 into evidence as the contract between her and the Respondent, during cross-examination by the Fund, the Claimant stated Claimant Exhibit 1 did not represent the entire written contract because a page is missing.

Clmt. Exs. 3b – 3j - Not admitted

Clmt. Exs. 4 – 10 - Not admitted

The Respondent did not offer any documents for admission into evidence.

I admitted the following exhibits on behalf of the Fund:

Fund Ex. 1 - Hearing Order, January 4, 2019

Fund Ex. 2 - Notice of Hearing, Rescheduled, issued May 24, 2019

Fund Ex. 3 - Notice of Hearing, issued March 1, 2019

Fund Ex. 4 - Letter from MHIC to Respondent, with claim enclosed, November 15, 2018

Fund Ex. 5 - Respondent's MHIC Licensure Information, printed July 25, 2019

Testimony

The Claimant testified and presented the testimony of Damien Cameron, Mark Barnes, and Latoya Brown.

The Respondent and the Fund did not present the testimony of any witnesses.

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 numbers 01- 113053 and 05-134832. (Fund Ex. 5.)

2. The Claimant is not related to the Respondent or any of her employees, by blood or marriage.

3. At all times relevant, the Claimant was the owner of a home in Laurel, Maryland. The Claimant intended to make renovations to the home before selling the residence to her daughter, Latoya Brown. The Claimant, her daughter, and her grandchildren reside in the home.

4. On or about August 20, 2017, the Claimant contracted with the Respondent to perform renovations in three bathrooms; replace windows, two sliding doors, and a garage door; make deck repairs; and install a fence divider in the backyard (Contract).

5. After the Respondent installed a heater in the basement bathroom, the Claimant experienced electrical problems in the basement.

6. After the Respondent performed renovations in the two upstairs bathrooms, the “jacuzzi”⁴ tubs in the bathrooms no longer functioned properly and shower heads leaked. A bathroom mirror was re-hung crooked and there were areas of the walls which required patchwork and touch-ups. Also, caps which had been on the toilet before the work began were not replaced when the toilet was re-installed.

7. The Claimant requested Anderson® 200 series windows, but received windows from Survivor, a different manufacturer.

8. The Claimant was dissatisfied with the deck materials used and the manner in which the deck repairs were made.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1); 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)).

⁴ The Claimant used the word “jacuzzi” to describe the tubs. No testimony was offered regarding whether the term was used generically or whether the whirlpool tubs are Jacuzzi® products.

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Md. Code Ann., 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”). “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has not proven eligibility for compensation.

The Claimant’s Case

The Claimant first presented the testimony of her masseuse, Damien Cameron. Mr. Cameron testified that when the Claimant was searching for a home improvement contractor, he informed her that the Respondent had performed home improvement in his residence.

The Claimant next called Mark Barnes as a witness. Mr. Barnes is the Respondent’s husband. He explained that he has worked in the construction industry for approximately twenty years and holds a commercial construction license. He stated that his wife, the Respondent, holds a home improvement license. Mr. Barnes advised he is part owner of M & C Home Improvement Construction Services LLC. Mr. Barnes testified that he met with the Claimant to discuss repairs she wanted to her deck, two upper bathrooms, and basement bathroom. Mr. Barnes stated he and the Claimant also discussed replacement of a garage door, windows and two sliding doors, and the installation of a fence divider in the backyard. Mr. Barnes testified that he inquired with the Claimant whether the property was subject to a homeowners’ association. He said the Claimant replied there was a homeowners’ association, but that she had an issue with the association in the past and did not want to inform the homeowners’ association of any projects. Mr. Barnes further testified that the topic of permits was raised and the Claimant

specifically did not want to involve the county permitting offices because permits would raise the project costs. Mr. Barnes testified that he was wrong to proceed with the Claimant's projects without securing the appropriate permits, and regrets his decision to agree to perform work without them. Mr. Barnes explained that his wife, the Respondent, prepared the Contract and both he and Claimant signed the Contract. (Clmt. Ex. 1.)

Mr. Barnes stated that after the decking and privacy fence work were completed, the Claimant told him she was pleased with the work. Days later, the Claimant contacted Mr. Barnes to complain that the replacement wood used in the project contained too many knots and appeared to be "decayed." The Claimant wanted the entire deck replaced. Mr. Barnes testified the wood was not decayed; it was treated lumber, as specified in the Contract, and its color was the result of the treatment, not "decay." In addition, 84 Lumber was the wood supplier and 84 Lumber sent two representatives to the Claimant's home to inspect the wood. Mr. Barnes explained that 84 Lumber offered to replace several decking boards because of the number of knots on the boards, and that he conveyed their offer to the Claimant but the Claimant took no action with regard to replacing the boards. The Claimant informed the Respondent that she wanted the entire deck replaced. During testimony, the Claimant asked Mr. Barnes whether he knew if a permit was required for the deck project, and he responded that he was uncertain if a permit would have been necessary since he was only replacing wood boards on the deck.

With regard to replacement windows, Mr. Barnes agreed that the Contract called for Anderson® 200 series windows but, instead, Survivor brand windows were installed. When asked by the Claimant about Contract payments, Mr. Barnes could not recall how much she had paid, and he believed one of her checks had bounced.

The Claimant next called her daughter, Latoya Brown, as a witness. Ms. Brown has since purchased the home from her mother. Ms. Brown was present when Mr. Barnes met with her mother in the home to discuss performing bathroom renovations, replacing a window, and installing a new front and garage door. She testified the Respondent offered the best quote. Although she lived in the home during the renovations, she did not speak with Mr. Barnes and his crew often. She advised Mr. Barnes was present to oversee the project less than fifty percent of the time. She recalled on one occasion discussing ventilation concerns, and Mr. Barnes moved a dresser and checked the attic for her. She explained that when work began on the basement bathroom, the Respondent placed plastic sheets on the floors and hung a plastic drape from the ceiling to contain dust. After the work was completed, Mr. Barnes met with an electrician to install a heater in the bathroom. Ms. Brown testified that when the heater was in use, plugs would stop working, the lights would go out, and the freezer (also in the basement) would turn off.

Ms. Brown also recalled speaking with one crew member regarding areas which needed to be repainted and patched, a mirror which had not been rehung properly, and toilet caps which had not been re-installed. Ms. Brown testified that she discovered a flyer for the Survivor brand windows and also removed a Survivor label from one of the newly-installed windows. She alerted her mother to this information and observed her mother call the Respondent to complain about the installation of the incorrect brand of windows. Ms. Brown stated she was present when the window issue was discussed by her mother and Mr. Barnes. Ms. Brown heard Mr. Barnes apologize to the Claimant and tell her it had "slipped [his] mind" that the Contract specifically called for Anderson® windows.

The Claimant testified she intended to relocate to Texas and sell the home to her daughter, Ms. Brown, who was living with her. The Claimant wanted to complete several home improvement projects for the benefit of her daughter and grandchildren. The Claimant was adamant that she never told Mr. Barnes that she wanted to avoid her homeowners' association or the permitting process. The Claimant testified that she wanted the projects completed "the right way." She testified that she never bounced a check. The Claimant explained that Mr. Barnes told her a check had bounced but she confirmed through her online banking system that her check had cleared her account. The Claimant stated that she called the Respondent's bank and learned that her check did not bounce, but the bank was not allowing the Respondent access to the funds due to an unrelated reason. Due to these circumstances, the Claimant said she loaned the Respondent \$2,000.00, which was repaid. In total, the Claimant testified she paid the Respondent \$18,000.00 and she believed the agreed upon contract price was \$21,833.00; however, the Claimant did not submit any documentation of payment into evidence.

The Claimant testified that after work began in the basement bathroom, Mr. Barnes informed her that the room lacked heating and ventilation. She spoke about an addendum which supposedly addressed these issues, but an addendum was never entered in evidence. The Claimant also alleged that she received the addendum after the Respondent "abandoned" the Contract.

The Claimant testified that as work began, she would call Mr. Barnes to discuss her concerns. He then gave her a roll of blue tape and asked that she tape areas of concern. The Claimant stated that as problems arose, she saw less and less of Mr. Barnes. The Claimant expressed dissatisfaction with the lower deck railing abutting the floor and her concern with draining issues. She stated the Respondent addressed this concern and elevated the railing. The

Claimant also complained the deck handrail corners are split, cement was placed in cracks, and the spacing between the flooring boards is improper.

The Claimant agreed with Mr. Barnes that she complained about the wood used for the deck project. The Claimant acknowledged that she told Mr. Barnes the deck had to come down. She acknowledged 84 Lumber did inspect the wood, but it took a long time for them to come out. The Claimant complained that the deck is “shaky” and the railings “shake” as well.

The Claimant explained she told the Respondent she would make no further payments under the Contract because the incorrect window brand had been installed. She stated the Survivor brand has caused her BGE bills to increase and the windows are not good quality. The Claimant testified that her two upstairs bathrooms each contain “jacuzzi” tubs, but after the renovations and the Respondent re-installed them, the two tubs no longer work properly. She testified the shower heads now leak water. She said the Respondent satisfactorily installed a new garage door, but the garage door opener was not properly re-installed – its bracketing system now shakes. The Claimant complained that there is caulking missing around the two newly installed sliding glass doors and water enters adjacent aluminum siding when it rains. She said the sliding door screens are uneven and never lock properly.

The Claimant claimed Mr. Barnes met with Champion® at her home regarding the front entry door and he represented himself to be the homeowner, but she never received a new front entry door because the Respondent “walked off the job” and never responded to her calls. The Claimant stated the last day the Respondent performed work at her residence was September 27, 2017 – she recalls this date specifically because it is a grandchild’s birthday. She claimed Howard County was going to fine her for not having the appropriate permits, but chose not to do

so. As a result of all of these problems, the Claimant testified that she continues to reside with her daughter in the home, and has been unable to relocate to Texas.

Analysis

The Fund established that the Respondent was a licensed home improvement contractor at the time the Claimant entered into the Contract. (Fund Ex. 5.) However, the Claimant was unable to establish that the Respondent performed unworkmanlike, inadequate, and incomplete home improvements or the value of her actual loss. The only two Claimant exhibits in evidence are 1 (an incomplete copy of the Contract) and 3A (a photo). Claimant Exhibit 1 is problematic. It was not until the final moments of her testimony, under cross-examination, that the Claimant acknowledged that Claimant Exhibit 1 is missing a page and does not represent the entire contract with the Respondent. Page one of Claimant Exhibit 1 states that the scope of work includes: basement bathroom renovations, upper floor bathrooms renovations, window replacement, deck wood replacement, and sliding doors replacement for a total of \$19,883.00. (Clmt. Ex. 1.) However, the next page of the exhibit contains a draw schedule for the sum of \$20,233.00. (*Id.*) The Claimant testified that she agreed to a contract with the Respondent which totaled \$21,833.00. I cannot harmonize these inconsistencies. Moreover, garage door and front door replacement is not contained within the scope of work in Claimant Exhibit 1.

Bathroom Renovations

The Claimant and her daughter, Ms. Brown, testified regarding a heater installation in the basement bathroom which resulted in electrical problems, but the scope of work for the basement bathroom identified in Claimant Exhibit 1 does not contain any mention of a heater. While Mr. Barnes was on the witness stand, the Claimant did not ask him about the heater. Instead, the Claimant asked Mr. Barnes to describe the scope of work in the basement bathroom. Mr. Barnes

replied that no fixtures were to be replaced, tiles were removed and replaced, and baseboards and walls were repainted – the renovation was essentially cosmetic. The Claimant stated the agreement regarding the basement bathroom heater is contained in an addendum, but the addendum was not entered in evidence. As such, I do not have the terms of any agreement before me to review and consider. Furthermore, I have no testimony in evidence regarding the value of the heater or the cost to repair the purported faulty installation. For these reasons, even if I were to conclude the heater installation was unworkmanlike, inadequate and incomplete, I find the Claimant failed to establish an actual loss.

Ms. Brown testified that a bathroom mirror was re-hung crooked and there were areas of the walls which required patch-work and touch-ups. Also, caps which had been on the toilet before the work began were not replaced when the toilet was re-installed. The Claimant said after the Respondent performed renovations in the two upstairs bathrooms, the “jacuzzi” tubs in the bathrooms no longer functioned properly and the shower heads leak. The Claimant testified that the Respondent “walked off the job” and never responded to her emails and calls. Ms. Brown testified that she alerted a crew member to the painting, drywall, mirror, and toilet caps issues. These issues appear to represent unworkmanlike, inadequate, and incomplete home improvements; therefore, the Claimant would be entitled to compensation from the Fund with regard to the crooked bathroom mirror, patch-work and paint touch-ups, missing toilet caps, shower heads, and necessary repairs to the “jacuzzi” tubs. However, no costs of repair are in evidence and I have no way to approximate a reasonable amount the Claimant would be required to pay to correct and finish the work. Accordingly, the Claimant did not meet her burden and failed to demonstrate an actual loss with regard to all bathroom renovations.

Window Replacement

The Claimant is dissatisfied with the Survivor brand windows, which are not the Anderson® 200 series specified in the Contract. While I certainly understand the Claimant's upset with the installation of a different brand name window product, I do not conclude the Claimant's windows are unworkmanlike, inadequate, or incomplete simply because the wrong brand was used. The Claimant testified her BGE bill has increased since the installation of the Survivor brand windows. Testimony regarding BGE billing is insufficient evidence for a conclusion that the Respondent's window replacement was unworkmanlike, inadequate, or incomplete.

Deck Wood Replacement

The Claimant complained that her deck floor and handrails are shaky. The Contract set forth that the Respondent was to replace deck floors with new 1 x 6 treated lumber, and replace deck handrails with new treated lumber handrails. Claimant Exhibit 3A is a photo of the deck, which depicts what appears to be replaced deck flooring and railing. The Claimant offered no explanation in testimony how simply replacing wood boards would result in shakiness. The Claimant complained about the bracing underneath the floorboards but there is no evidence these braces were within the Respondent's scope of work. The Claimant testified regarding the improper spacing of deck flooring, but this is not observed in Claimant Exhibit 3A. Thus, I find the Claimant has failed to prove that Respondent's wood replacement work was inadequate, unworkmanlike, or incomplete.

Furthermore, when the Claimant complained about the number of knots in the wood boards, 84 Lumber was prepared to replace several boards. The Claimant called Mr. Barnes to the stand as her witness, and Mr. Barnes testified he conveyed 84 Lumber's offer to the Claimant, but the Claimant took no action because she wanted an entirely new deck. The Claimant failed to establish the reasonableness of her requested remedy. Moreover, after the Respondent agreed to some board replacement with 84 Lumber's assistance, the Claimant refused to permit the Respondent to do any further work because of their disagreements. I conclude that the Claimant unreasonably rejected good faith efforts by the Respondent to resolve the claim. Md. Code Ann., Bus. Reg. § 8-405(d).

Sliding Glass Doors

The Claimant complained that there is caulking missing around the two newly installed sliding glass doors and water enters adjacent aluminum siding when it rains. She said the sliding door screens are uneven and never lock properly. The Claimant did not submit any photographs in evidence to corroborate the alleged caulking, water, and lock issues. Likewise, the Claimant offered no evidence regarding the cost of repair. Thus, I find the Claimant has failed to prove that Respondent's sliding glass doors replacement work was inadequate, unworkmanlike, or incomplete, and even if she had satisfied this burden, I have no way to approximate a reasonable amount the Claimant will be required to pay to correct and finish the work. Accordingly, the Claimant did not meet her burden and failed to demonstrate an actual loss with regard to the replacement sliding glass doors.

Garage Door Replacement

Replacement of the Claimant's garage door is not mentioned within the scope of work in Claimant Exhibit 1; however, Mr. Barnes acknowledged during his testimony that he agreed to replace the Claimant's garage door. The agreed upon contract price is unknown and whether payment was made is unknown. The Claimant testified that the Respondent installed the new garage door, but the bracketing system which connects her garage door opener now shakes. Without a written contract, I am unable to discern whether re-installation of a garage door opener was part of the scope of work. Thus, even if I were to conclude the door opener re-installation was within the Respondent's scope of work, and the work the Respondent performed was inadequate, unworkmanlike, or incomplete, the Claimant failed to provide any estimated cost of repair and failed to demonstrate an actual loss.

Front Door Replacement

Although replacement of the Claimant's front door is not contained within the scope of work in Claimant Exhibit 1, the Claimant and her daughter testified that the Respondent agreed to perform this work. The agreed upon contract price is unknown and whether payment was made is unknown. The Claimant claimed Mr. Barnes met with a Champion® salesperson at her home regarding the front entry door and he represented himself to be the homeowner, but she never received a new front entry door because the Respondent "walked off the job" and never responded to her calls. When asked how she knew that Mr. Barnes held himself out to be the homeowner, the Claimant claimed Champion® will only meet with homeowners. With regard to the front door replacement, the Claimant failed to prove she paid any money to the Respondent for the job and failed to demonstrate an actual loss.

Cost to Repair

Even if I were to conclude that some of the Respondent's work performance in the bathroom renovation and sliding glass door projects was inadequate, unworkmanlike, or incomplete, the Claimant must still prove the cost of any repairs that would be necessary to correct the defective work. The Claimant has failed to prove on this record the cost of any repairs she seeks for the bathroom renovations and sliding glass doors.

If I were to find the Claimant eligible for compensation from the Fund, I must still determine the amount of the Claimant's actual loss and the amount, if any, the Claimant would be entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1).

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. In this case, the Claimant has not claimed that the Respondent abandoned the contract without doing any work. Therefore the formula that measures the Claimant's actual loss if the Respondent had abandoned the contract is not applicable. COMAR 09.08.03.03B(3)(a).

If the Respondent performed some work under the contract and the Claimant was not seeking other contractors to complete or remedy that work, then the following formula would be used to appropriately measure the Claimant's actual loss:

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.

COMAR 09.08.03.03B(3)(b). The Claimant did not testify whether she would seek another contractor to perform the work. The Claimant was seeking reimbursement of \$33,607.00;

however, she failed to prove the value of the work performed by the Respondent or explain how she arrived at the \$33,607.00 amount requested.

If the Respondent performed some work under the contract, and the Claimant had retained or intended to retain other contractors to complete or remedy that work, then the following formula would be used to appropriately measure 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).

Under any of the formulas, the Claimant must provide some evidence to demonstrate the value of the work that was performed by the Respondent and/or how much it would cost to make any needed repairs. In this case, the Claimant has not provided any evidence of money paid to the Respondent, any evidence to demonstrate the value of the work the Respondent did perform, or any evidence of the cost of making any repairs the Claimant believes are necessary. She certainly did not prove the Respondent's work had no value. Moreover, it is unknown whether the Claimant solicited any other contractors to make repairs. Therefore, even if I had found that some of the Respondent's work performed was inadequate, unworkmanlike, or incomplete, I would still have to deny reimbursement because the Claimant has failed to provide sufficient evidence by which to calculate the value of work performed by the Respondent, or the cost to repair any purported defective work.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has not sustained an actual and compensable loss as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405, 8-407 (2015); COMAR 09.08.03.03B(3). For the reasons addressed above, I conclude that the Claimant has failed to prove on this record that the Respondent performed home improvement work in an inadequate, unworkmanlike, or incomplete manner. Even if the Claimant had proven that some of the Respondent's work was defective, the Claimant failed to provide sufficient evidence to calculate the value of the work performed by the Respondent, or the cost of any needed repairs.

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund deny the Claimant's Claim; and

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

Signature on File

October 4, 2019
Date Decision Issued

TJD/sw
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Tracey Johns Delp
Administrative Law Judge

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THE UNIVERSITY OF CHICAGO

PROPOSED ORDER

WHEREFORE, this 18th day of November, 2019, 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.

J Jean White

*I Jean White
Panel B*

MARYLAND HOME IMPROVEMENT COMMISSION

RECEIVED
JAN 13 2020
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