

<p>IN THE MATTER OF THE CLAIM</p> <p>OF THOMAS MARUCCI,</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 RONALD BOWEN,</p> <p>T/A THE PAINT DOCTOR LLC, AKA,</p> <p>MR. POWERWASH,</p> <p>RESPONDENT</p>	<p>* BEFORE TRACEE N. HACKETT,</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.: LABOR-HIC-02-22-01049</p> <p>* MHIC No.: 21 (75) 922</p>
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PROPOSED DECISION

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STATEMENT OF THE CASE

On or around October 20, 2021,¹ Thomas Marucci (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department), for reimbursement of \$4,950.68² for actual losses allegedly suffered as a result of a home improvement contract with Ronald Bowen, trading as The Paint Doctor, L.L.C, aka Mr. Powerwash (Respondent). Md. Code Ann., Bus. Reg.

¹ The Hearing Order reflected this date was October 20, 2021, but the Home Improvement Claim Form is signed and dated for October 25, 2021.
² The Claimant listed the price of two estimates (\$4,950.68 and \$5,696.87) on his Claim Form but during the hearing requested recovery for the lesser of the two estimates.

§§ 8-401 to -411 (2015).³ On December 28, 2021, the MHIC issued a Hearing Order on the Claim and forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On March 21, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Hilary A. Baker, Assistant Attorney General, Department, represented the Fund. The Claimant represented himself. The Respondent failed to appear.

After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. Code of Maryland Regulations (COMAR) 28.02.01.23A. On January 26, 2022, the OAH provided a Notice of Hearing (Notice) to the Respondent by United States mail to the Respondent's address on record with the OAH. COMAR 09.08.03.03A(2); COMAR 28.02.01.05C(1). The Notice stated that a hearing was scheduled for March 21, 2022 at 9:30 a.m. at the OAH. The Notice further advised the Respondent that failure to attend the hearing might result in "a decision against you."

The United States Postal Service did not return the Notice to the OAH. The Respondent did not notify the OAH of any change of mailing address. COMAR 28.02.01.03E. The Respondent made no request for postponement prior to the date of the hearing. COMAR 28.02.01.16. I determined that the Respondent received proper notice, and I proceeded to hear the captioned matter. COMAR 28.02.01.05A, C.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 09.01.03; and COMAR 28.02.01.

³ Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

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 offered by the Claimant:⁴

- Clmt. Ex. 1- Invoice #10672 for \$2,000.00 issued by the Respondent to the Claimant, undated
- Clmt. Ex. 2- Invoice #10672 for \$1,333.00 issued by the Respondent to the Claimant, undated
- Clmt. Ex. 3- Claimant's Chase Credit Card dispute follow-up letter, January 19, 2021; Claimant's Chase Credit Card dispute acknowledgement letter, December 28, 2020; Claimant's Chase Credit Card account credited letter, February 18, 2021
- Clmt. Ex. 4- Email from the Better Business Bureau of Greater Maryland (BBB) to the Claimant, November 10, 2020
- Clmt. Ex. 5- Emails from the Claimant to the Respondent, December 2, 2020 and December 4, 2020
- Clmt. Ex. 6⁵- Response to MHIC Complaint by Respondent, May 18, 2021
- Clmt. Ex 7- Email exchange between the Claimant and PSA⁶ Insurance and Financial Services (PSA), July 14, 2021

⁴ I requested that the Claimant send an email to the Fund and to me including colored copies of the photographs that he offered as exhibits by 5:00 p.m. on March 25, 2022. Clmt. Exs. 17 – 29 were the black and white copies of the photographs received on the date of the hearing with a total of twenty-five pictures, which were entered into the record. The Claimant showed the hard copy-colored photographs during the hearing. On March 21, 2022, the Claimant sent four emails to the Fund and to me with a total of thirty-six unlabeled pictures: the first email contained thirteen photographs; the second email contained eight photographs; the third email contained seven photographs; and the last email contained eight photographs. As the pictures were not labeled, there is no way for me to reconcile them and exchange them with the black and white counterparts. As such, I cannot enter them as exhibits into the record, but a compact disc containing all of the picture photographs has been retained for the record. COMAR 28.02.01.22B(3), C. For purposes of my decision, I have relied upon my notes regarding the colored copies, as well as the black and white photographs entered into the record.

⁵ There is an email exchange between the Claimant and Roberto Rodriguez, Site Supervisor, between November 22, 2020 and December 4, 2020, which was premarked as "Ex. #6" but was not offered into evidence and not admitted. I have retained a copy for the record. COMAR 28.02.01.22B(3), C.

⁶ The parties did not provide any explanation of this abbreviation.

- Clmt. Ex. 8- Email exchange between the Claimant and the Respondent, August 9, 2021 through September 15, 2021
- Clmt. Ex. 9- Email exchange between the Claimant and Charles Corbin, Investigator, MHIC, September 20, 2021 through September 28, 2021
- Clmt. Ex. 10- Maryland Insurance Administration (MIA) Consumer Complaint filed by Claimant against Respondent, October 1, 2021 (print date)
- Clmt. Ex. 11- Insurance Restoration Consultants (IRC) inspection and quote, October 18, 2021
- Clmt. Ex. 12- Email exchange between the Claimant and Selective Insurance Company of America (Selective), August 4, 2021 through August 16, 2021
- Clmt. Ex. 13- Email exchange between the Claimant and Selective Insurance Company of America, October 19, 2021
- Clmt. Ex. 14- Email exchange between the Claimant and Selective Insurance Company of America, October 20, 2021
- Clmt. Ex. 15- Estimate from Kaizen Associates, Inc., dba, Kaizen Painters, September 22, 2021
- Clmt. Ex. 16- Estimate from Susquehanna Services, September 22, 2021
- Clmt. Ex. 17⁷- Two pictures of the foyer walls
- Clmt. Ex. 18- Two pictures of the foyer walls (near ceiling)
- Clmt. Ex. 19- Two pictures of drywall issues
- Clmt. Ex. 20- Two pictures of uneven paint
- Clmt. Ex. 21- Two pictures of uneven paint near light switch
- Clmt. Ex. 22 - Two pictures of paint runs
- Clmt. Ex. 23- Three pictures of drywall issues
- Clmt. Ex. 24- Two pictures of sanding/finishing issues
- Clmt. Ex. 25- One picture of sanding issues
- Clmt. Ex. 26- Four pictures of foyer walls after drywall work and paint
- Clmt. Ex. 27- One picture of drywall repair after paint

⁷ All pictures (Clmt. Ex. 17-29) were taken by the Claimant on or around October 13, 2020; the Claimant testified that he took them close in time to when the second crew left his home.

Clmt. Ex. 28- One picture of drywall work after paint

Clmt. Ex. 29- One picture of drywall work after paint

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Notice of Hearing, January 26, 2022

Fund Ex. 2 - Hearing Order, December 28, 2021

Fund Ex. 3 - Maryland Department of Labor, I.D. Registration Inquiry, February 23, 2022

Fund Ex. 4 - Letter from MHIC to the Respondent, November 4, 2021 with copy of Home Improvement Claim Form, October 25, 2021

Testimony

The Claimant testified and did not present other witnesses. The Fund did not present 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 number 01-103648 and a MHIC corporation license number of 05-134494.
2. On September 24, 2020, the Respondent provided the Claimant with an estimate to paint: the walls, trim, and doors of the foyer and upstairs hallway; the walls, trim, and crown molding in the living room; and the walls, trim, and crown molding in the kitchen; as well as, to caulk and repair where needed in those same areas. The estimate included the cost of labor, paint, and paint materials.
3. On September 26, 2020, the Claimant approved the estimate, thereby entering into a Contract with the Respondent (Clmt. Ex. 6, p. 3).
4. The original agreed-upon Contract price was \$2,000.00.

5. The Claimant paid one-third of the cost (\$667.00) via a credit card issued by Chase Bank (Chase) on September 28, 2020.

6. The Contract did not provide a start date; however, the Respondent began the work on October 5, 2020.

7. On October 6, 2020, the Claimant noticed roller marks, brush strokes, patched areas, incorrect sanding, and holes, as well as paint on the living room carpet, area rugs, door hardware, quartz countertops, kitchen cabinets, receptacles, light switches, and handrails throughout his home.

8. The Claimant reported the issues to Roberto Rodriguez, Site Supervisor for the Respondent, on October 6, 2020, and Mr. Rodriguez instructed the workers to leave the Claimant's home on the same date.

9. On October 12, 2020, the Respondent sent a different group of workers to address the issues, but only the drywall issues in the foyer were fixed. The workers did not use any scaffolding.

10. On October 13, 2020, the Claimant noticed that there were roller marks and smudges.⁸

11. Also on October 13, 2020, the Claimant spoke to Jim Van Horn, Vice President for the Respondent, who told the Claimant that someone would address his concerns.

12. On or around November 10, 2020, the Claimant filed a BBB complaint against the Respondent.

13. On November 10, 2020, the Respondent called the Claimant and told the Claimant that he thought the problems had already been addressed.

⁸ The Claimant did not specify where.

14. On November 14, 2020, Mr. Rodriguez walked through the property, noted the Claimant's concerns, and took pictures.
15. On November 16, 2020, Mr. Van Horn called the Claimant and explained that the issues were not a simple fix.
16. At some point in November 2020, the Respondent cleaned some paint off the living room carpets and replaced light switches and receptacles.
17. On December 2, 2020, the Claimant emailed the Respondent regarding outstanding issues with paint on kitchen cabinets, wood railings, door hardware, kitchen countertops, the unacceptable paint job on the walls, and the poor installation of drywall.
18. On December 4, 2020, the Claimant emailed the Respondent to inform him of two quotes for paint, a quote for removal and installation of cabinets, and a quote for removal and installation of kitchen countertops.
19. On or around December 28, 2020, the Claimant initiated a formal dispute with Chase regarding the \$667.00 payment to the Respondent and requested a credit of the \$667.00 payment.
20. On February 18, 2021, Chase granted the Claimant's dispute over the deposit paid to the Respondent and credited the Claimant's credit card in the amount of \$667.00.
21. At some point between February 2021 and July 2021, the Claimant contacted PSA regarding his concerns with the Respondent and to seek a remedy through the Respondent's insurance.
22. On July 14, 2021, the Claimant contacted PSA via email regarding his concerns with the Respondent, and PSA instructed him that it had not heard back from their customer (Respondent) and to file an insurance claim directly with the Respondent's insurance company, Selective.

23. On August 19, 2021, the Respondent, through its employee, Tanya Meeke, offered to reimburse the Claimant based upon receipts that he submitted for \$62.81.⁹

24. On September 15, 2021, the Claimant emailed the Respondent regarding his efforts to resolve the repairs amicably. The Claimant outlined his previous agreements to allow repairs and cleaning of many affected areas if the Respondent would reimburse him for materials based upon receipts he supplied to the Respondent. Additionally, the Respondent requested reimbursement of the cost to fix inadequate electrical work.

25. On September 22, 2021, the Claimant obtained an estimate from Kaizen Associates, Inc., dba, Kaizen Painters, in the amount of \$4,532.00 to repair the paint work previously completed by the Respondent.

26. Also, on September 22, 2021, the Claimant obtained an estimate from Susquehanna Services, in the amount of \$5,696.87 to repair the paint work previously completed by the Respondent.

27. On or around September 28, 2021, the Respondent's business closed.

28. On or around October 1, 2021, the Claimant filed a consumer complaint with the MIA against Selective, after the Claimant's unsuccessful attempts to resolve the claim directly with Selective.

29. On October 5, 2021, IRC completed an inspection of the Claimant's home and determined that there was \$9,414.41 worth of damages resulting from the Respondent's work, which included: repair and replace door hinges and knobs throughout the home; replace, rehang, stain and finish handrail; repair and replace carpet and carpet pads in the first and second floor

⁹ It is unclear what receipts were submitted (Clmt. Ex. 8); however, based upon the references to receipts in another email communication (Clmt. Ex. 9), I infer that the "receipts" refers to the "\$62.81" in receipts for "handrail brackets, door hinges, and strike plates" (*Id.*). The Claimant did not offer actual copies of the receipts referred to in the email communications as evidence.

hallways, living room, and dining room; restore kitchen cabinets and clean countertops; and remove debris.

30. At some point after October 5, 2021, the Claimant received payment from Selective in the amount of \$9,414.41, which did not cover any corrections to the Respondent's paint work or the costs to complete any incomplete work.

DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2021); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

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) ("The Fund may only compensate claimants for 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. 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. Maryland Home Imp. Comm'n*, 114 Md. App. 615, 629 (1997).

For the following reasons, I find that the Claimant has not proven eligibility for compensation.

Positions of the Parties

The Claimant's position is that he is entitled to recovery from the Fund because the Respondent performed unworkmanlike and incomplete paint work at his home. The Claimant

argued that the Respondent not only improperly painted but also made the condition of his home worse by damaging various areas with paint. It was the Claimant's position that the Respondent had numerous opportunities to fix the paint quality issues and failed to do so. The Claimant disagreed with the accuracy of the Respondent's May 18, 2021 written response to the Claim. The Claimant requested recovery from the Fund for the lesser of the two quotes he obtained to fix the Respondent's unworkmanlike and incomplete paint work.

In his May 18, 2021 written response (Clmt. Ex. 6), the Respondent claimed that the "imperfections with the walls" had been repaired and that he was willing to resolve the issues with the Claimant. Specifically, the Respondent claimed that he was willing to offer a full refund,¹⁰ repair, paint or stain the kitchen cabinets, clean the quartz countertops, sand, and refinish the wood railings, and replace door hardware. Additionally, the Respondent indicated that the original crew was removed and replaced with a new crew, and the new crew cleaned paint from various areas including the carpet, hardwood, area rug, door hardware, countertops, a chair, and wood railings. Lastly, the Respondent offered to finish any incomplete work.¹¹

Conversely, the Fund opposes recovery on the basis that the Claimant has not proven actual loss. The Fund argued that the Claimant is precluded from recovery of an amount in excess of the amount paid to the contractor under section 8-405 of the Business Regulation Article. Furthermore, the Fund also argued that any consequential damages incurred by the Claimant are prohibited as well.

¹⁰ Based upon the dated of the Respondent's letter, I infer that the Claimant's credit card company had either not yet notified the Respondent that it intends to recoup the \$667.00 refunded to the Claimant or that the credit card company does not intend to do so.

¹¹ There was no argument made that the Claimant should be prohibited from recovery based upon any unreasonable rejection of good faith efforts by the contractor to resolve the claim. COMAR 09.08.03.02D(3)(c). Therefore, I need not address this issue in my decision.

Unworkmanlike, incompleteness or inadequacy

The Claimant presented sufficient photographic evidence that the Respondent performed completed unworkmanlike and incomplete work. The pictures taken by the Claimant after the second crew completed work on October 12, 2020, reflect incomplete drywall in the foyer area, roller marks, uneven paint on the lower and upper half of the kitchen wall, different coloring on the kitchen walls, areas where paint ran down, incomplete drywall seams, and improper sanding/finishing (Clmt. Exs. 17-29). The photographs speak for themselves, and the average person can discern the faulty work by just looking at them.

Furthermore, the Respondent's own written statement to offer repairs acknowledged unworkmanlike and incomplete work (Clmt. Ex. 6). Also, the Contract indicated that "if a customer stands [six] feet away under normal lighting and sees blemishes they will be repaired. Structural repairs such as visible seams would be considered major repairs and would [sic] costs would be added for those repairs" (Clmt. Ex. 1). Based upon the Claimant's numerous efforts to resolve these workmanship and incomplete issues with the Respondent directly, and through various agencies such as the BBB, the insurance advisor company (PSA), the Respondent's insurance company, and the MIA, it is clear that the Respondent did not at a minimum, address the "blemishes" that are clear from black and white photographs.

As such, I find that the Respondent did perform unworkmanlike and incomplete work.

Recovery from the Fund

I now must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is 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:

(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 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)(a)-(c). However, none of these three regulatory formulas are appropriate in this case.

There was no abandonment because the Respondent did complete some work on the project. Additionally, the Claimant has solicited other contractors. On these bases, the first and second formulas are not applicable.

Under the third formula, it states: "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." COMAR 09.08.03.03B(3)(c) (emphasis added). The Claimant has established that he paid the Respondent \$667.00 on September 28, 2020 via his Chase credit card (Clmt. Ex. 2) but was subsequently reimbursed by his credit card company on February 18, 2021 (Clmt. Ex. 3). Additionally, the Claimant's out-of-pocket expenses of \$62.81 for purchase of parts for the

repairs resulting from the Respondent unworkmanlike work, do not constitute amounts *paid to or behalf of* the Respondent.

Based upon the Respondent's May 18, 2021 letter (Clmt. Ex. 6), offering to reimburse the \$667.00, I infer that the Claimant's credit card company had either not yet notified the Respondent that it intended to recoup the \$667.00 refunded to the Claimant or that the credit card company does not intend to recoup the costs. Either way, I have no evidence to suggest there is an ongoing dispute regarding this money between the Respondent and the Claimant's credit card company. Even if such a dispute exists, it does not count as the Claimant paying an amount *on behalf of* the Respondent because he was credited for the funds he paid to the Respondent.

Therefore, the Claimant has failed to prove that he paid any amount to the Respondent for the work. Based upon the evidence, the third formula is not appropriate.

In such circumstances, use of a unique formula is applied to measure the Claimant's actual loss; however, I find that a unique formula is also not appropriate. "The Fund was established to provide an additional remedy for homeowners who suffered **actual loss** due to unsatisfactory work performed by a home improvement contractor." *Brzowski v. Maryland Home Imp. Comm'n*, 114 Md. App. 615, 628 (1997) (emphasis added). The payment of claims from the Fund is limited to "only those claims that establish that a homeowner has suffered '**actual loss**' due to the act or omission of a licensed contractor." *Id* (emphasis added). The Commission is presumed to be "aware of the Fund's limited purpose, to compensate for actual loss," and to act within the scope of its authority when making such an award. *Id.* at 631.

On the record before me, there is no evidence that there was an actual loss as defined under Maryland law. The Claimant is ineligible for recovery from the Fund because the Claimant was reimbursed by his credit card company for the monetary funds paid directly to the Respondent. The Claimant was also awarded money from the Respondent's insurance company

to cover the consequential damages to his property caused by the Respondent's work. 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) (emphasis added). In this case, the Claimant's actual loss is \$0.00, as the \$667.00 payment made directly to the Respondent (contractor) was reimbursed by the credit card company. Therefore, the Claimant is not entitled to recover any money from the Fund as there is no actual loss as defined in Bus. Reg. § 8-401.

Allowing any claimant to recover from the Fund, without regard to that claimant's own financial loss, has the potential to result in a windfall¹² to a claimant. This is contrary to the purpose of the Fund, and as such, a unique formal is not appropriate. *Brzowski* at 628, 631.

The Claimant may be rightfully upset that the Respondent's work was unworkmanlike and incomplete. I am sympathetic to the amount of damage that the Respondent's work caused to the Claimant's home. I also applaud the Claimant for his efforts to resolve these issues with the Respondent through several different avenues, one of which resulted in the payment of \$9,414.41 from Selective for the consequential damages caused by the Respondent. However, I am required to follow the regulations when calculating an actual loss and the Respondent's work, and although that work was defective, it was completed by the Respondent at no charge to the Claimant. The Claimant did not present sufficient evidence to demonstrate he incurred an actual loss and, therefore, has failed to prove that he is entitled to recovery from the Fund.

¹² Windfall is "an unanticipated benefit, [usually] in the form of a profit and not caused by the recipient." *Black's Law Dictionary* (11th ed. 2019).

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 (2015); COMAR 09.08.03.03B(2), (3), (4).

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.

June 7, 2022
Date Decision Issued

TNH/at
#198298

Tracee N. Hackett

Tracee N. Hackett
Administrative Law Judge

PROPOSED ORDER

WHEREFORE, this 20th day of July, 2022, 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**