

IN THE MATTER OF THE CLAIM	* BEFORE JOY L. PHILLIPS,
OF RYAN POLLY,	* 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 SARATH	*
PUTHUSSERY JEROME,	* OAH No.: LABOR-HIC-02-22-13720
T/A OLD BAY REMODELING,	* MHIC No.: 22 (75) 630
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 February 24, 2022, Ryan Polly (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 \$10,301.25 for actual losses allegedly suffered as a result of a home improvement contract with Sarath Puthussery Jerome, trading as Old Bay Remodeling (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to 411 (2015).¹ On

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

STATEMENT OF THE PARTIES
OF THE MATTER
OF ADJUDICATION
FOR THE ALLIED ALLY OR
ORGANIZATION OF PARTIES
IN THIS MATTER
A COURT REMOVED
ASSIGNMENT

PROPOSED DECISION

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

PROPOSED ORDER

On January 24, 2007, the Court heard the oral arguments of the parties. The Court has reviewed the written submissions of the parties and the evidence presented at the hearing. The Court finds that the evidence supports the proposed findings of fact and conclusions of law. The Court therefore recommends the proposed order.

June 8, 2022, the MHIC issued a Hearing Order on the Claim. On June 13, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On September 20, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Andrew Brouwer, Assistant Attorney General, Department, represented the Fund. The Claimant represented himself. The Respondent represented himself.

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); Code of Maryland Regulations (COMAR) 09.01.03; and 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 offered by the Claimant:

- Clmt. Ex. 1 - One page proposal from Old Bay Remodeling, signed August 11, 2021
- Clmt. Ex. 2 - Four-page proposal from Old Bay Remodeling, date of order, August 10, 2021
- Clmt. Ex. 3 - Home Improvement Claim Form, signed February 2, 2022
- Clmt. Ex. 4 - Arbitration page, signed, undated
- Clmt. Ex. 5 - Complaint Activity Report, Better Business Bureau of Greater Maryland, entries dated between February 24, 2022 and May 23, 2022
- Clmt. Ex. 6 - Receipt of deposit to Respondent, August 12, 2021
- Clmt. Ex. 7 - Better Business Bureau complaint details, February 24, 2022
- Clmt. Ex. 8 - Letter from MHIC to Respondent, March 30, 2022
- Clmt. Ex. 9 - Not admitted, but retained in the file
- Clmt. Ex. 10 - Not admitted, but retained in the file
- Clmt. Ex. 11 - Not admitted, but retained in the file
- Clmt. Ex. 12 - Email from Respondent to Claimant, November 15, 2021

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CONTENTS

Table of Contents listing items such as: 1. Introduction, 2. Objectives, 3. Scope, 4. Methodology, 5. Results, 6. Discussion, 7. Conclusion, 8. References, 9. Appendix, 10. Glossary, 11. Bibliography, 12. Index.

I admitted the following exhibits offered by the Respondent:

- Resp. Ex. 1 - Letter from Respondent to MHIC, December 22, 2021
- Resp. Ex. 2 - Letter from MHIC to Respondent, with attachments, December 9, 2021
- Resp. Ex. 3 - Three-page proposal from Old Bay Remodeling, signed August 11, 2021

I admitted the following exhibits offered by the Fund:

- Fund Ex. 1 - Hearing Order, June 8, 2022
- Fund Ex. 2 - Notice of Hearing, June 22, 2022
- Fund Ex. 3 - Letter from MHIC to Respondent, March 7, 2022, with Home Improvement Claim Form, signed February 7, 2022
- Fund Ex. 4 - Letter from MHIC to Respondent, March 30, 2022
- Fund Ex. 5 - MHIC Licensing Information, printed August 9, 2022

Testimony

The Claimant testified and did not present other witnesses.

The Respondent testified and did not present other witnesses.

The Fund presented no 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 01-119037. His business was called both Old Bay Handyman, LLC, and Old Bay Remodeling.
2. In or about August 2021, the Claimant obtained three estimates from contractors to have a new kitchen and mudroom built in his residence.
3. The Respondent's contractual salesperson at that time, Larry Lundberg, met with the Claimant and obtained the Claimant's agreement to have the Respondent perform the work.
4. On August 11, 2021, the Claimant and the Respondent entered into a contract to install a new kitchen and mudroom, install a washer/dryer box, and install a new exterior door (Contract).
5. The original agreed-upon Contract price was \$41,205.00.

I submitted the following report to the Commission on August 11, 1954:

On August 11, 1954, the Commission and the Department of Justice received a report from the FBI regarding the activities of the Communist Party in the United States.

I advised the following information to the Commission:

- 1. The Communist Party is a subversive organization.
- 2. The Communist Party is a threat to the national security.
- 3. The Communist Party is a threat to the peace of the world.
- 4. The Communist Party is a threat to the lives of our citizens.
- 5. The Communist Party is a threat to the property of our citizens.

(Signed)

The following information was furnished to the Commission:

The report of the FBI is a threat to the national security.

The report of the FBI is a threat to the peace of the world.

REPORT OF THE FBI TO THE COMMISSION

I had the following information furnished to the Commission:

All information received from the FBI is a threat to the national security.

The report of the FBI is a threat to the lives of our citizens.

On August 11, 1954, the Commission and the Department of Justice received a report from the FBI regarding the activities of the Communist Party in the United States.

I advised the following information to the Commission:

The report of the FBI is a threat to the national security.

(Signed)

The report of the FBI is a threat to the peace of the world.

6. The estimated start date was October 25, 2021.

7. On August 19, 2021, the Claimant paid the Respondent \$10,301.45 as a down payment via PayPal, which charged a transaction fee of \$298.20 in addition to the down payment amount.

8. The Contract does not contain a cancellation clause.

9. Soon after the Contract was signed, the Respondent sent another employee, Sarah Fritz, to the Claimant's house to gather precise measurements and produce a 3-D drawing of the project and the final design.

10. The Claimant never approved the final design and did not make certain product selections that needed to be made before the project could begin.

11. Mr. Lundberg was either fired or retired² in October or November 2021 and he provided the Claimant with the name of Christina Williams as an office contact.

12. Once Mr. Lundberg was no longer working for the Respondent, the Claimant lost faith in the Respondent. He believed the Respondent was doing nothing to get the project moving. The Claimant's mother read some negative reviews online about the Respondent.

13. On October 27, 2021, the Claimant sent an email to the Respondent in which he listed numerous reasons why he did not believe the Contract was valid. He fired the Respondent from the project and demanded reimbursement of his \$10,301.25 down payment.

14. Prior to October 27, 2021, the Respondent had expended the following amounts on the Claimant's project:

- Office staff time, including trips to the Claimant's property, designing the plans, and preparing permit applications: \$1,600.00

² Contradictory evidence was submitted, but the reason he no longer works for the Respondent is irrelevant to this decision.

The attached copy of the report of the Commission on the activities of the Communist Party, U.S.A., during the period from 1945 to 1950, and the report of the Committee on Un-American Activities, U.S. House of Representatives, during the period from 1950 to 1952, are hereby referred to you for information.

The Commission's report states that the Communist Party, U.S.A., was organized in 1919 and that it has since that time been engaged in a program of subversion and espionage. The report also states that the Communist Party, U.S.A., is a dangerous and powerful organization and that it is a threat to the national security of the United States.

In view of the Commission's findings, it is recommended that the Communist Party, U.S.A., be declared a subversive organization and that all its assets be seized. It is also recommended that the Communist Party, U.S.A., be prohibited from participating in the political process of the United States.

The Committee's report also states that the Communist Party, U.S.A., is a dangerous and powerful organization and that it is a threat to the national security of the United States. The Committee also states that the Communist Party, U.S.A., is engaged in a program of subversion and espionage and that it is a threat to the national security of the United States.

Very truly yours,
[Signature]

- Design and sales consultation fee for Mr. Lundberg: \$2,060.25
- PayPal transaction fee: \$298.20

15. The Respondent replied to the Claimant via email on October 28, 2021 that he was stopping work on the project. He responded to each of the Claimant's assertions regarding whether the contract was legal and binding.

16. The Respondent agreed to reimburse the Claimant, minus the funds he had expended toward the project, but the Claimant rejected his offer.

17. The Claimant waived the arbitration process included in the Contract.

18. There is no legal bar to the Claimant being reimbursed by the Fund.

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. For the following reasons, I find that the Claimant has proven eligibility for compensation.

By statute, certain claimants are excluded from recovering from the Fund altogether. In this case, there are no such statutory impediments to the Claimant's recovery. The claim was

DISCUSSION

The Commission has the honor to inform you that the Commission has received your letter of the 15th day of August, 1954, regarding the proposed merger of the American Telephone and Telegraph Company and the Western Union Telegraph Company. The Commission has held public hearings on this matter on August 18, 1954, and August 25, 1954, and has received numerous suggestions and proposals from interested parties. The Commission has also received a report from the Federal Trade Commission dated August 11, 1954, regarding this matter. The Commission has considered all the evidence and proposals received and has concluded that the proposed merger would result in a substantial lessening of competition in the long distance telephone service. The Commission therefore declines to approve the proposed merger.

timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg. §§ 8-405(g), 8-408(b)(1). The Claimant resides in the home that is the subject of the claim or does not own more than three dwellings. *Id.* § 8-405(f)(2). The Claimant waived arbitration. *Id.* §§ 8-405(c), 8-408(b)(3). The Claimant is not a relative, employee, officer, or partner of the Respondent, and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1).

The Claimant entered into a binding Contract to have the Respondent perform a substantial home improvement in his residence. The Claimant apparently liked Mr. Lundberg, who worked as a contractual salesperson for the Respondent. At some point, the Claimant learned that Mr. Lundberg had been “fired,” although the Respondent took issue with this description because he was a contractual employee and therefore, could not be fired. The project did not move as quickly as the Claimant would have liked, although plans had been drawn up prior to the estimated start date of October 25, 2021. The Claimant testified that his mother learned from doing an online search that the Respondent was not approved by the Better Business Bureau and he became suspicious the Respondent was not even licensed, which is simply not true. Despite the fact that a design had been created for the Claimant’s project, the Claimant believed the Respondent had done no work by October 27, 2021, when he emailed the Respondent to fire him and terminate the Contract. He demanded reimbursement of his entire down payment, \$10,301.45, without regard to whether the Respondent had done work on the project. The Claimant testified he hired another company to do the work, but he submitted no evidence of a contract with the replacement contractor.

The Respondent testified that he tried his best to placate the Claimant when the project was not moving along quickly and when the Claimant began accusing him of not being licensed and asserting they did not have a binding Contract. He said he expended money on the project

On 11/11/11, the Respondent advised that the Respondent was not aware of any other employees who had been terminated for cause. The Respondent advised that the Respondent was not aware of any other employees who had been terminated for cause.

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by paying his salesperson, his office staff, and his design staff. He testified he expended a great deal of time communicating with the Claimant in an effort to fulfill the Contract, but offered no evidence to corroborate that testimony. He could not say when he could have begun the actual renovations, even had the Claimant made the design selections he needed to make, because his start date depended on many factors over which he had no control, including the permit office, the weather, the electrical company, and the COVID-19 pandemic. He was surprised when the Claimant simply terminated the Contract and after speaking and emailing with him, the Respondent agreed to reimburse the Claimant his down payment minus the funds he had expended on the job. The Claimant rejected this offer.

In his October 28, 2021 email replying to the Claimant, the Respondent wrote that he was stopping all work on the project. There followed more emails and one conversation in November 2021 during which the Respondent offered to complete the Contract, but the Claimant rejected his offer. Although normally I would conclude this was unreasonable on the Claimant's part, Bus. Reg. § 8-405(d), the Respondent's first email indicating he was immediately stopping work mitigates the credibility of his later offer to complete the project. Other than the designs that were created once the Contract was signed, no work had been done at the residence between August 11, 2021 and October 27, 2021. The Respondent offered no concrete evidence to explain the length of the delay other than he could not control the permit office and the Claimant had failed to make design selections. I do not know what efforts were made to ensure the Claimant had made the selections needed to move forward with the project. I also have no information why it took so long for the permit office to issue a permit. Thus, I am skeptical of whether the Respondent's offer to complete the Contract was made in good faith. Considering all of these factors, I do not find that the Claimant unreasonably rejected good faith efforts by the Respondent to resolve the claim.

The first part of the report is a general introduction to the project. It describes the background of the project and the objectives of the study. The second part of the report is a literature review. It discusses the current state of research on the topic and identifies the gaps in the knowledge. The third part of the report is a methodology section. It describes the research design, the data collection methods, and the data analysis techniques. The fourth part of the report is a results section. It presents the findings of the study and discusses their implications. The fifth part of the report is a conclusion section. It summarizes the main findings of the study and provides recommendations for future research.

The Respondent had performed some work toward completing the Contract, but the project was not completed. I thus 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. 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. I do not find the Respondent abandoned the Contract without doing any work. Thus COMAR 09.08.03.03B(3)(a) does not apply. The Claimant found another contractor to complete the work but offered no evidence of that. Thus COMAR 09.08.03.03B(3)(b), which is used where no other contractor is retained, does not apply, and COMAR 09.08.03.03B(3)(c), which is used where evidence of a replacement contractor is submitted, does not apply.

Thus, none of the three standard regulatory formulas is appropriate in this case. The Fund suggested that I apply a unique formula to measure the Claimant's actual loss. COMAR 09.08.03.03B (authorizing the fund to use a "unique measurement" if a particular claim requires it.)

The Fund argued that it was not entirely unreasonable for the Claimant to be concerned about the status of the project when he saw no work being done from August 11, 2021 to October 27, 2021, even though the estimated start date was not until October 25, 2021. Even though the Respondent offered no proof of the cause of the delay, I do not find it unreasonable for a project of this scale to be delayed beyond the estimated start date, particularly given the difficulties imposed on the home improvement business as a result of the COVID-19 pandemic.

The first paragraph of the report states that the Commission has received information from various sources regarding the activities of the Communist Party in the United States. The Commission is particularly concerned with the activities of the Party in the field of labor relations and the activities of the Party in the field of education. The Commission is also concerned with the activities of the Party in the field of public relations and the activities of the Party in the field of propaganda.

The Commission has conducted a thorough investigation of the activities of the Communist Party in the United States. The Commission has found that the Communist Party is engaged in a systematic and organized effort to subvert the Government of the United States and to establish a Communist regime in the United States. The Commission has also found that the Communist Party is engaged in a systematic and organized effort to subvert the Government of the United States and to establish a Communist regime in the United States.

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The Fund noted that there is no cancellation clause in the Contract, although the Respondent and the Claimant apparently discussed that the Claimant terminated the Contract outside of the cancellation period, referring to the standard period used by the MHIC. The Fund argued the Contract language should be construed against the Respondent, as the drafter of the Contract.

The Fund asserted that the Respondent reasonably offered to reimburse the Claimant some of the down payment, minus the funds he expended, but the Claimant rejected that offer. Regarding the amount the Respondent was claiming as reasonable business expenses, the Fund suggested that the fee paid to the salesperson be deducted, as paying that amount was a business decision by the Respondent. Regarding the PayPal fee, the Fund argued that the Respondent should not be permitted to claim it because it was his choice to accept the down payment via PayPal. I disagree on these two points. Although the salesperson's fee was determined to be a percentage of the Contract price, it was still payment for services rendered by the Respondent and was part of his normal business expenses. The Claimant is the one who wanted to pay via PayPal because his mother had an account with PayPal. Thus, I do not conclude acceptance of payment via PayPal with the resulting transaction fee is the Respondent's responsibility.

The Claimant's presentation of evidence was scattered and replete with exaggerations and speculation. He became disillusioned with the Respondent soon after entering into the Contract and erroneously believed he could simply terminate the Contract at will. The Respondent was a more credible witness and provided more specifics on the history of this case. However, as I have noted, he willingly accepted the Claimant's desire to terminate the Contract and agreed to reimburse the Claimant, minus his outlay. For reasons I do not understand, the Claimant rejected that offer.

The first question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

The second question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

The third question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

The fourth question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

The fifth question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

The sixth question is whether the defendant is liable for the negligence of the driver. The court has held that a driver is liable for negligence if the driver is negligent at the time of the accident. The court has also held that a driver is liable for negligence if the driver is negligent at the time of the accident.

Although the applicable statutes and regulations require some misconduct on the part of the Respondent before the Claimant can show an actual loss, given the special circumstances of this case, I will propose the Claimant be awarded partial compensation. The parties agree that some reimbursement is appropriate, but only disagree on the amount. To deny the claim outright would result in the Respondent being unfairly enriched by the Claimant's cancellation of the Contract, something that was quickly accepted by the Respondent.

Considering all of these factors -- the Respondent's quick acceptance of the Claimant's termination of the Contract, the funds he expended in obtaining the Contract and beginning work on the project, and the Respondent's willingness to reimburse the Claimant the amount of the down payment minus those funds -- I find the Claimant's actual loss to be as follows: \$10,301.45 (the down payment) minus \$3,958.45 (the Respondent's outlay) equals \$6,343.00 (the Claimant's actual loss).

Effective July 1, 2022, a claimant's recovery is capped at \$30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.³ In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$30,000.00. Therefore, the Claimant is entitled to recover his actual loss of \$6,343.00.

³ H.D. 917, 2022 Leg., 444th Sess. (Md. 2022) (to be codified in section 8-405(e)(1) of the Business Regulation Article). See also Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4), D(2)(a). On or after July 1, 2022, the increased cap is applicable to any claim regardless of when the home improvement contract was executed, the claim was filed, or the hearing was held. See *Landsman v. MHIC*, 154 Md. App. 241, 255 (2002) (explaining that the right to compensation from the Fund is a "creature of statute," these rights are subject to change at the "whim of the legislature," and "[a]mendments to such rights are not bound by the usual presumption against retrospective application").

The Commission has received information from the public concerning the proposed project. The Commission is currently reviewing the information and will hold a public hearing on the project in the near future. The Commission is committed to ensuring that the project meets the needs of the community and is in compliance with applicable laws and regulations.

On this date, the Commission held a public hearing on the proposed project. The Commission received input from the public and the project sponsor. The Commission is currently reviewing the information and will hold a public hearing on the project in the near future. The Commission is committed to ensuring that the project meets the needs of the community and is in compliance with applicable laws and regulations.

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PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$6,343.00 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(3). I further conclude that the Claimant is entitled to recover that amount from the Fund.

RECOMMENDED ORDER

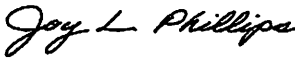
I **RECOMMEND** that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$6,343.00 and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;⁴ and

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

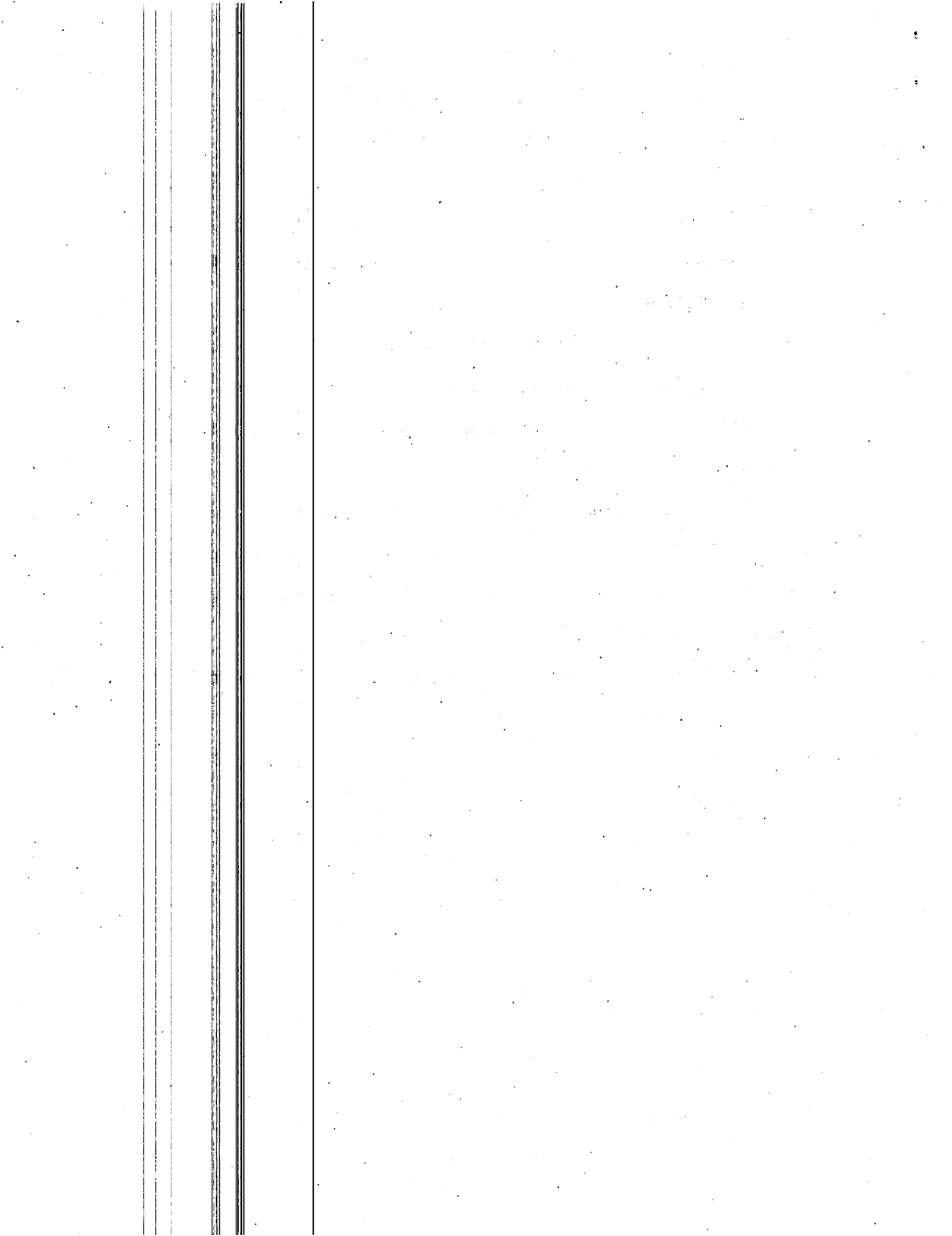
November 18, 2022
Date Decision Issued



Joy L. Phillips
Administrative Law Judge

JLP/ds
#201111

⁴ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



PROPOSED ORDER

WHEREFORE, this 9th day of January, 2023, 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

Chairman

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***

REVISED ORDER

WHEREAS, the Board of Directors of the [Company Name] has determined that it is in the best interests of the Company to [action being taken];

AND WHEREAS, the Board of Directors has authorized the [action being taken];

IT IS HEREBY ORDERED that the [action being taken];

IN WITNESS WHEREOF, the Board of Directors has caused this Revised Order to be signed and attested by its Secretary and Clerk on this [date] day of [month], [year].

[Signature]
Secretary

[Signature]
Clerk