CLAIM OF TIMOTHY F. FARRELL	*	BEFORE MARLEEN B. MILLER,
AGAINST THE MARYLAND HOME	*	AN ADMINISTRATIVE LAW JUDGE
IMPROVEMENT GUARANTY FUND,	*	OF THE MARYLAND OFFICE
REGARDING THE ALLEGED ACTS	*	OF ADMINISTRATIVE HEARINGS
AND OMISSIONS OF PAUL JOSEPH T/A	*	
MARYLAND CURBSCAPE,	*	OAH NO.: DLR-HIC-02-13-17656
THE RESPONDENT	*	MHIC NO.: 11 (90)-~~37~~ 41

* * * * * * * * * * * * *

RECOMMENDED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
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RECOMMENDED ORDER

STATEMENT OF THE CASE

On February 14, 2011, Timothy F. Farrell (the Claimant) filed a claim with the Maryland Home Improvement Commission (the MHIC or the Commission) Guaranty Fund (the Fund), for reimbursement of the actual losses he allegedly suffered as a result of the acts and omissions of Paul Joseph t/a Maryland Curbscape (the Respondent). After investigation, the Commission issued a May 3, 2013 Hearing Order and forwarded the case to the Office of Administrative Hearings (OAH) on May 7, 2013.

On January 29, 2014, I conducted a hearing at the Department of Agriculture in Annapolis, Maryland, pursuant to section 8-407(a) (incorporating the hearing provisions of § 8-312) of the Maryland Annotated Code's Business Regulation Article (the Business Regulation Article). Assistant Attorney General Eric B. London appeared on the Fund's behalf, and the

Claimant represented himself. The Respondent was present and represented by Christopher Staiti, Esquire.

The contested case provisions of the Administrative Procedure Act, Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2013); the Commission's Hearing Regulations, COMAR 09.01.03, 09.08.02.01, and 09.08.03; and OAH's Rules of Procedure, COMAR 28.02.01, govern procedure in this case.

ISSUES

Did the Claimant sustain an actual loss as a result of the Respondent's acts or omissions and, if so, what amount is the Claimant entitled to recover from the Fund?

SUMMARY OF THE EVIDENCE

Exhibits

The Claimant submitted the following documents, which I admitted into evidence as the exhibits numbered below:

1. April 5, 2008 contract between the Respondent and the Claimant
2. 5 photographs
3. September 16, 2010 letter to the Claimant from the Commission

The Respondent submitted the following documents, which I admitted into evidence as the exhibits numbered below:

1. April 5, 2008 contract between the Respondent and the Claimant, with hand-noted price change
2. The Respondent's receipts in connection with work performed for the Claimant
3. 9 photographs

The Fund submitted the following documents, which I admitted into evidence as the exhibits numbered below:

1. October 24, 2013 Notice of Hearing

2. Hearing Order, dated May 3, 2013

3. The Respondent's licensing history

4. The Claimant's February 14, 2011 Claim

5. March 3, 2011 letter to the Respondent from the Commission

6. March 16, 2012 email from the Claimant to the Commission

7. April 3, 2012 letter to the Respondent from the Commission

Testimony

The Claimant and his wife testified on the Claimant's behalf. The Respondent testified on his own behalf. The Fund presented no witnesses.

FINDINGS OF FACT

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

1. At all relevant times, the Respondent has been a licensed home improvement contractor, License # 01-92310.

2. At all relevant times, the Claimant owned and resided in property at 7811 Cedrela Drive in Pasadena, Maryland (the Property).

3. After the Claimant installed a roof on the Respondent's residence, the Claimant and the Respondent discussed the possibility of the Respondent resurfacing the Claimant's pool deck and surrounding patio area (collectively the "patio") with an epoxy material.[1]

4. On or about April 5, 2008, the Claimant entered into a contract (the Contract) with the Respondent to resurface the patio on the Property (the Work) at a cost of $5,250.00.[2]

5. Sometime after execution of the Contract and the Claimant's $1,000.00 cash down payment, the Respondent started and then promptly completed the Work.

[1] The patio was in good shape, but the Claimant agreed to the resurfacing for purely aesthetic reasons.
[2] The original Contract price was $5,500.00, but the Respondent agreed to a $250.00 discount if the Claimant paid for the Work in cash

6. Upon completion of the Work, the Claimant paid the Respondent the $4,250.00 balance due under the Contract.

7. A number of months after the Respondent completed the Work, the Claimant began to notice that the resurfacing material was cracking and peeling.

8. Upon request, the Respondent returned several times to make patch repairs, which were inadequate to correct the deficiencies.

9. In or around the spring of 2010, the Respondent volunteered (at no additional cost to the Claimant) to jackhammer out all of the existing concrete and rebuild the patio.[3]

10. The Respondent staked out and framed the patio and employed a subcontractor to pour and stamp the concrete.

11. The concrete was improperly pitched and no drain was provided, so water accumulated in numerous puddles all over the patio.[4]

12. When the Claimant called to complain and his complaints were communicated by the Respondent to his subcontractor, workers were sent out by the subcontractor (without the Claimant's permission) to saw-cut the patio to allow for draining. The cuts were unevenly made, resulted in chipping of the concrete around the cuts and an overall unsightly appearance.

13. When the Respondent came by to see the condition of the patio, he acknowledged the pitch/drainage problems but told the Claimant that he could not afford to do anything else and abandoned the Work.

14. Because the only reasonable way to properly repair the deficiencies is to dig out the Claimant's patio and rebuild it; the Respondent's Work has no value.

15. On February 14, 2011, the Claimant filed his claim against the Fund.

[3] While it would have cost the Respondent around the same amount of money to return the Claimant's $5,250.00 payment for the Work, the Respondent wanted to impress the Claimant, who was in the roofing/construction business and could, he hoped, send future business to the Respondent.

[4] There were many small puddles and approximately three large puddles, the biggest of which was about fifteen feet by three feet.

DISCUSSION

Pursuant to Business Regulation Article §§ 8-405(a) and 8-407(e)(1), to recover compensation from the Fund, the Claimant must prove, by a preponderance of the evidence, that he incurred an actual loss, which resulted from a licensed contractor's acts or omissions. Business Regulation Article § 8-401 defines an "actual loss" as "the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." For the reasons set forth below, I conclude that the Claimant has met this burden, by proving that the Respondent failed to properly perform the Work required under the Contract and that the Claimant incurred an actual loss entitling him to an award of $5,250.00.

The Fund presented unrefuted evidence that the Respondent was at all relevant times a licensed home improvement contractor. The Claimant testified and presented documentation establishing the Contract terms, the payments made to the Respondent, and the Respondent's unsuccessful efforts to correct the deficiencies in the Work, resulting in the Respondent eventually abandoning the Work. The Claimant's and the Respondent's photographs of the Work clearly show its deficiencies to any laymen, so no expert was required to testify.

The Respondent acknowledged deficiencies in his original resurfacing Work, in his attempted patching of that Work and in the rebuilt patio that he voluntarily agreed to construct in an effort to satisfy the Claimant. Nevertheless, he presented extensive receipts for costs he incurred in his unsuccessful efforts to repair or replace the deficient Work, hoping to convince me that he has paid more than enough in his attempts to satisfy the Claimant. The Respondent essentially argues that since the Contract did not provide for the construction of a patio, he should not be punished for doing something above and beyond what he was obligated to do under the Contract.

While I applaud the Respondent's extensive efforts to satisfy the Claimant, he nonetheless remains responsible for deficiencies in both the Work required under the Contract *and* any work he or his subcontractor performed in an effort to make up for those deficiencies.

The Fund's representative acknowledged, and I agree, that the evidence undoubtedly establishes the Claimant's entitlement to an award from the Fund under the following formula set forth in COMAR 09.08.03.03B(3)(b):

> B. Measure of Awards from Guaranty Fund.
>
> . . . .
>
> (3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:
>
> . . . .
>
> (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. .
>
> . .

The Fund's representative properly pointed out in closing that because any contractor attempting to fix the deficiencies would have to start from scratch, no value can be given to the Respondent's deficient performance of the Work and his voluntary rebuilding of the poorly constructed patio. Accordingly, the Claimant's actual loss is the amount he paid to the Respondent under the Contract, $5,250.00. Consequently, I conclude that the Claimant has proven his entitlement to an award in that amount from the Fund.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Claimant has met his burden of proving that he incurred an actual loss as a result of the Respondent's inadequate home improvement work. Business Regulation Article §§ 8-405(a) and 8-407(e)(1). I further conclude that the total amount of that loss is $5,250.00, which the Claimant should be awarded from the Fund. *Id.* at § 8-405(e)(1); COMAR 09.08.03.03B(3)(b).

RECOMMENDED ORDER

Upon due consideration, I **RECOMMEND** as follows:

1. The MHIC **ORDER** that the Claimant, Timothy F. Farrell, be awarded $5,250.00 from the MHIC Fund, for the actual losses he sustained as a result of the Respondent's inadequate and unworkmanlike performance of agreed-upon home improvement work;

2. The Respondent, Paul Joseph t/a Maryland Curbscape, be ineligible for an MHIC license, under Business Regulation Article § 8-411(a), until the Fund is reimbursed for the full amount of the award paid pursuant to its Order, plus annual interest of at least ten percent; and

3. The records and publications of the MHIC reflect this decision.

Signature on File

February 24, 2014
Date Issued

Marleen B. Miller (Alle)
Administrative Law Judge

MBM/dmt
#147766

4. The Claimant's February 14, 2011 Claim

5. March 3, 2011 letter to the Respondent from the Commission

6. March 16, 2012 email from the Claimant to the Commission

7. April 3, 2012 letter to the Respondent from the Commission

STATE OF MARYLAND
DLLR
DEPARTMENT OF LABOR, LICENSING AND REGULATION

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
MARYLAND HOME IMPROVEMENT COMMISSION
500 N. Calvert Street, Room 306
Baltimore, MD 21202-3651

PROPOSED ORDER

WHEREFORE, this 25th of March 2014, Panel B of the Maryland Home Improvement Commission approves the Recommended Decision of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Jeffrey Ross
Jeffry Ross
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PAUL JOSEPH t/a MARYLAND CURBSCAPE *Petitioner*	*	
v.	*	
MARYLAND HOME IMPROVEMENT COMMISSION	*	Case No. 02-C-14-191171
and	*	
TIM F. FARRELL *Respondents*	*	

* * * * * * * * * * * *

OPINION

This matter was called for a hearing on May 26, 2015, as to the petition for judicial review of Paul Joseph, t/a Maryland Curbscape ("Petitioner"), seeking judicial review of a decision by the Maryland Home Improvement Commission ("MHIC") on September 3, 2014, that affirmed the Proposed Order, Findings of Fact and Conclusions of Law set forth in the Recommended Decision and Order dated March 25, 2014 of MHIC in favor of Respondent, Timothy Farrell ("Farrell"). Present were Christopher T. Staiti for petitioner Paul Joseph, and Joel Jacobson for the Maryland Home Improvement Commission.

Facts

Respondent Farrell and Petitioner entered into a contract in 2008 for resurfacing the patio around the Farrell's pool for $5,250.00 that was paid in cash. After a couple of months, Farrell noticed the resurfacing material cracking and peeling. (ALJ Tr. At p. 22). Petitioner made several unsuccessful attempts to repair the problem by "grinding" the damages areas and reapplying the resurfacing material. (ALJ Tr. At p. 22-23).

In 2010, Petitioner attempted a different repair strategy with removal and replacement of the Farrell's patio concrete for which no additional money was charged. (T. pg. 63, L17- pg. 64, L12). Most of the removal and replacement work was subcontracted to Artistic Concrete, another MHIC licensed contractor. (T. pg. 64, L16-18).

But, after the installation of this replacement, Farrell observed water draining toward the pool and "puddling" in several large areas of the patio. Farrell estimated the largest puddle was about 15 feet by 3 feet. (ALJ Tr. at pp. 24-25). Farrell also reported many other small "puddling" areas that he believed caused by overly "aggressive stamping of the concrete" by some of Petitioner's subcontractors. (ALR Tr. at pp. 25-26).

Petitioner's subcontractors, attempted to correct these new drainage problems on the patio by using a concrete saw to cut a hole through the patio. Petitioner characterized this action by the subcontractor as going "nuclear" and acknowledged this was not agreed between Farrell and Petitioner. (ALJ Tr. at p. 67).

On March 25, 2014, Administrative Law Judge Maureen B. Miller ("ALJ") wrote a Recommended Decision and Order based on the January 29, 2014, hearing regarding Farrell's claim that was that there were numerous small (1-2 inch by 1-2 inch) "puddles" and that was evidence of an improper slope. (T. pg. 48, L3-5). At the January 29, 2014 hearing Farrell submitted evidence of the improper slope and "puddling" in a series of photographs taken in January, 2014. The ALJ's Findings of Facts treated the numerous puddles as evidence of an improper pitch. The ALJ's Findings of Fact found that saw cuts were unevenly made, and the ALJ recommended that Farrell be awarded compensation of $5,250.00 from the Guaranty Fund.

Petitioner appealed the ALJ's decision to the MHIC. The hearing on Maryland Curbscape's exceptions occurred on August 21, 2014. MHIC affirmed the decision of the ALJ. Petitioner filed a Petition for Judicial Review to the Circuit Court for Anne Arundel County, on October 6, 2014.

Standard of Review

"A court's role in reviewing an administrative agency adjudicatory decision is narrow." *Board of Physician Quality Assurance v. Banks*, 354 Md. 59, 67 (1999)(citing *United Parcel Service, Inc. v. People's Counsel*, 336 Md. 569, 576 (1994)). The court is "limited to determining if there is substantial evidence in the record as a whole to support the agency's findings and conclusions, and to determine if the administrative decision is premised upon an erroneous conclusion of law." *United Parcel Service, Inc.*, 336 Md. at 557; see also MD. CODE ANN., STATE GOV'T ART. §10-222(h).[1]

"In applying the substantial evidence test, a reviewing court decides 'whether a reasoning mind could have reached the factual conclusion the agency reached.'" *Banks*, 354 Md. at 68 (quoting *Bulluck v. Pelham Wood Apts.*, 283 Md. 505, 512 (1978)). The court "must review the agency's decision in the light most favorable to it; the agency's decision is prima facie correct and presumed valid..." *CBS v. Comptroller*, 319 Md. 687, 698 (1990)(quoting *Ramsey, Scarlett & Co. v. Comptroller*, 302, Md. 825, 834-35 (1985)). The court needs to defer to the fact-finding of the agency and the inferences drawn by the agency, as long as those inferences are supported

[1] MD. ANN. CODE, STATE GOV'T §10-222(h)(3) states: A reviewing court may reverse or modify the decision if any substantial right of the petitioner may have been prejudiced because a finding, conclusion, or decision:

(i) is unconstitutional;
(ii) exceeds the statutory authority of the final decision maker;
(iii) results from an unlawful procedure;
(iv) is affected by any other error of law;
(v) is unsupported by competent, material, and substantial evidence in light of the entire record as submitted; or
(vi) is arbitrary or capricious.

by the record. *CBS*, 319 Md. at 698. A reviewing court must not "substitute its own judgment for the expertise of those persons who constitute the administrative agency." *United Parcel Service, Inc.*, 336 Md. at 576-77 (quoting *Bulluck*, 283 Md. at 513). When the agency's decision is based solely on an error of law, however, the reviewing court may substitute its judgment for that of the agency. *Maryland State Police v. Lindsey*, 318 Md. 325, 334 (1990).

Discussion

Petitioner argues that MHIC should have denied Farrell's claim due to three reasons: (1) the ALJ erring in her acceptance of photographs taken four (4) years after the work was performed as evidence of the actual site conditions at the time the work was performed; (2) that MHIC erred by failing to consider Petitioner's good faith efforts to resolve the contract dispute and Farrell's "unreasonable" rejections as a bar to a claim; and (3) that MHIC erred by finding that Farrell suffered an actual loss in the amount of $5,250.00 because Petitioner alleges the cost of the work performed to Farrell was $0.00. The Court will consider each argument individually.

I. ALJ's acceptance of photographs taken four (4) years after the work was performed as evidence of actual site conditions at the time the work was performed.

A hearing before MHIC is subject to procedure governed by Business Regulation §8-313. In a hearing before MHIC evidence is governed by State Government Article, §10-213, and ordinarily are not bound by the strict rules of evidence as a court of law is. *Cecil Co. Dept. of Social Services v. Russell*, 159 Md.App. 594 (2004). However, administrative agencies are prevented from ruling on evidence in an arbitrary or oppressive manner that would deprive a party of their right to a fair hearing. *Commission on Medical Discipline v. Stillman*, 291 Md. 390 (1981). According to State Gov. Article §10-213(d), the presiding officer in a hearing may

exclude evidence if it is: incompetent, irrelevant, immaterial, or unduly repetitious. A court reviewing an agency decision in a petition for judicial review does not disturb an ALJ's exclusion of evidence as incompetent, irrelevant, immaterial, or unduly repetitious, absent an abuse of the ALJ's discretion. *Solomon v. State Bd. Of Physician Quality Assur.*, 155 Md.App. 687 (2003).

Petitioner argues that the ALJ erred by accepting the photographs into evidence, and that the photographs are irrelevant because Farrell acknowledged at the January 29, 2014 hearing that the photographs were taken four years after the services. Petitioner also argues that the photographs were immaterial because the argument of improper slope was never raised until the January 29, 2015 hearing. Petitioner also argues that "acceptance, consideration and reliance upon photographs taken four years after" the work is contrary to procedural and due process safeguards of State Government Article §10-201 *et seq.* and Business Regulation §8-312.

Respondents argue that Petitioner has failed to establish that the ALJ abused her discretion by admitting Farrell's photographs, and the fact that the photographs were taken four years after the work does not establish that the ALJ abused her discretion by admitting them. Respondents also argue that Petitioner is incorrect that the photographs should not be admitted because they do not depict Petitioner's original work. Respondents allege that because Petitioner was responsible for both the original work and repairs, the photographs are relevant evidence.

This Court finds that there is no evidence or proof that the ALJ acted in an abuse of discretion is admitting the photographs into evidence, and therefore the admittance of the photographs by the ALJ is upheld.

II. MHIC's lack of consideration of Petitioner's good faith options to resolve the contract dispute.

Maryland State Government Article §10-201 *et seq.* govern how administrative hearings, including MHIC hearings, are conducted. *Mehrling v. Nationwide Ins. Co.*, held that evidence offered in exceptions to an ALJ's recommended decision may become part of the administrative record unless properly rejected. 371 Md. 40 (2002). Procedurally, COMAR 09.01.03.09K provides that "additional evidence may not be introduced [at an exceptions hearing] unless the party seeking to introduce it demonstrates to the satisfaction of the administrative unit that the new evidence: (1) is relevant and material; (2) was not discoverable before the ALJ hearing; and (3) could not have been discovered before the ALJ hearing with the exercise of due diligence."

Further, the MHIC "may deny a claim if the Commission finds that the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim." Md. Code ann., Bus. Reg. §8-405(d). Petitioner claims he made four good faith efforts to resolve Farrell's complaint as to the single large puddle. Petitioner claims they offered to: 1. installed a drainage grate; 2. perform a partial cut and re-pour of improperly sloped area with finish designed to match the existing pour and finish; 3. perform a partial cut and re-pour of improperly sloped area finished with a medallion of another pattern; and 4. perform additional saw cuts to drain the improperly sloped area. MHIC did not find that any of these alleged good faith efforts were effective in resolving the complaint. Petitioner argues that this was improper because there was no reason to disregard any statements acknowledging that Petitioner had offered four good faith efforts to resolve the complaint and that Farrell unreasonably rejected all of them.

Petitioner also argues that Farrell lied during the January 29, 2014 hearing by stating that no good faith offers were made. (T. pg. 38, L2-10). However, at the exceptions hearing Farrell

testified that he denied Petitioner's four good faith efforts because he did not want a medallion and did not think the drain would work (components of the final repair effort), but did not state any additional grounds to support his refusal of prior repair efforts.

Respondents argue that Petitioner failed to establish reversible error in this regards as to the alleged good faith efforts. Respondents state that Petitioner did not introduce additional evidence under COMAR 09.01.03.09K and that the MHIC did not have an obligation to consider evidence, unlike the ALJ judge. Additionally, Respondents point out that the ALJ found that, "the only reasonable way to properly repair the deficiencies is [again] to dig out the [Farrell's] patio and rebuild it..." (ALJ Finding of Fact No. 14). Finally, Respondent argues because Business Regulation Article §8-405(d) states they *may* deny, if the good faith efforts are *unreasonably* rejected, due to the ALJ's finding the rejections by Farrell were not unreasonable.

This Court finds there is substantial evidence to uphold the decision of MHIC and the ALJ. Under the substantial evidence test, the Court must give deference to an ALJ's witness credibility findings. *Dept. of Health and Mental Hygiene v. Shrieves*, 100 Md.App. 283 (1994). The Court finds that the ALJ believed Farrell that no good faith efforts were given and that any his repair rejections were reasonable as the only way to properly repair the deficiencies after the defective concrete work involved in Petitioner's final, unsuccessful repair attempt was to properly rebuild it. Therefore this Court affirms the ruling of MHIC in regards to the consideration of good faith efforts.

III. MHIC's finding that Farrell suffered an actual loss and that such loss was accurately quantified.

COMAR 09.08.03.03B governs the measure of award from guaranty fund. COMAR 09.08.03.03B(3)(b) states, "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."

Petitioner argues that Farrell failed to present an actual amount of damages because Petitioner did not charge them anything for all his repair and replacement work.

Respondent argues that the ALJ properly applied the formula under COMAR 09.08.03.03B(3)(b) because Farrell's actual loss was the amount that Farrell paid to Petitioner less the value of the materials and services provided by Petitioner.[2] The ALJ found that, "no value can be given to [Petitioner's] deficient performance of the work and his voluntary rebuilding of the poorly constructed patio. Accordingly, the Claimant's actual loss is the amount he paid to [Petitioner] under the Contract, $5,250.00." (ALJ Decision pg. 6).

Given the finding that a complete rebuilding of the patio again was needed, this Court finds substantial evidence to affirm the decision of the MHIC that Farrell's actual loss is $5,250.00[3] and, therefore, the decision of MHIC is affirmed.

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[2] Mr. Farrell's original claim was for $25,600.00 total. Record at 53. Mr. Farrell indicated that $20,100.00 was the "amount paid or payable to restore, repair, replace or complete work done by the original contractor, which is poor or unworkmanlike or otherwise inadequate or incomplete." *Id.* Mr. Farrell then sent an e-mail to Investigator Michelle Escobar indicating Mr. Farrell understood he could only recoup the original contract amount. *Id.* at 55. Mr. London, Assistant Attorney General for the Commission wished to enter this into evidence as an "amended claim." *Id.* at 67. The ALJ did not consider the e-mail an amended claim, but did admit it, because she believed the statement was inaccurate and there is no need to amend the claim for a reduced amount because she could also find less than the amount claimed. *Id.* at 69. When the ALJ questioned Mr. Farrell regarding the claim amount, Mr. Farrell responded "Fifty-Five," as the claim. *Id.* at 70. The ALJ then questioned Mr. Farrell regarding the initial claim being $25,600, and Mr. Farrell indicated "that was one of two estimates." *Id.* at 70-71.

[3] The original contract price was $5,500.00, but Petitioner agreed to a $250.00 discount if Mr. Farrell paid for the work in cash, which he did. (ALJ Decision pg. 3).

Conclusion

For the reasons stated herein, the Court will deny the petition herein. An order consistent with this Opinion is attached.

P. Caroom

JUDGE PAMELA A. CAROOM

Signed: 6/9/2015 12:38 PM

DATE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PAUL JOSPEH t/a MARYLAND CURBSCAPE *Petitioner*	*	
v.	*	
MARYLAND HOME IMPROVEMENT COMMISSION	*	Case No. 02-C-14-191171
and	*	
TIM F. FARRELL *Respondents*	*	

* * * * * * * * * * * *

ORDER

Upon consideration of Petitioner's request for judicial review of the decision of the Maryland Home Improvement Commission, ("MHIC"), it is this ___th day of June, 2015, by the Circuit Court for Anne Arundel County, **ORDERED**:

Signed: 6/8/2015 05:13 PM

1. That Paul Joseph's Petition is **DENIED**; and
2. The decision of the MHIC shall be **AFFIRMED**.

P. Cardom

OM

Filed 06-09-15 JB

The Maryland Home Improvement Commission	*	**BEFORE THE**
	*	**MARYLAND HOME IMPROVEMENT**
	*	**COMMISSION**
	*	
v Paul Joseph	*	**MHIC No.: 11 (90) 41**
t/a Maryland Curbscape, LLC		
(Contractor)	*	
and the Claim of		
Tim F. Farrell	*	
(Claimant)		

****

FINAL ORDER

WHEREFORE, this September 3, 2014, Panel B of the Maryland Home Improvement Commission ORDERS that:

1. **The Findings of Fact set forth in the Proposed Order dated March 25, 2014 are AFFIRMED.**

2. **The Conclusions of Law set forth in the Proposed Order dated March 25, 2014 are AFFIRMED.**

3. **The Proposed Order dated March 25, 2014 is AFFIRMED.**

4. **This Final Order shall become effective thirty (30) days from this date. During the thirty (30) day period, any party may file an appeal of this decision to Circuit Court.**

Joseph Tunney
Joseph Tunney, Chairperson
PANEL B

MARYLAND HOME IMPROVEMENT COMMISSION