

<p>IN THE MATTER OF THE CLAIM</p> <p>OF JARON SHAUL,</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 STEVEN</p> <p>ZYVOLOSKI,</p> <p>T/A MERIT MANAGEMENT AND</p> <p>ASSOCIATES LLC,</p> <p>RESPONDENT</p>	<p>* BEFORE JENNIFER M. CARTER JONES,</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-02-24-03759</p> <p>* MHIC No.: 24 (75) 166</p> <p>*</p> <p>*</p>
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STATEMENT OF THE CASE

On September 28, 2023, Jaron Shaul (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)¹ Guaranty Fund (Fund) for reimbursement of \$26,500.00 for actual losses allegedly suffered as a result of a home improvement contract with Stephen Zyvoloski, trading as Merit Management and Associates LLC (Respondent).² On

¹ The MHIC is under the jurisdiction of the Department of Labor (Department).
² Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2023). Unless otherwise noted, all references to the Business Regulation Article are to the 2015 Volume of the Maryland Annotated Code.

January 16, 2024, the MHIC issued a Hearing Order on the Claim. On January 17, 2024, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On May 9, 2024, I held a hearing at the OAH in Hunt Valley, Maryland.³ Kris King, Assistant Attorney General, Department, represented the Fund. Mandy L. Miliman, Esquire, represented the Claimant. Neither the Respondent nor anyone authorized to represent the Respondent appeared for the hearing.

After waiting twenty 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.⁴ On February 14, 2024, the OAH sent a Notice of Hearing (Notice) to the Respondent by United States first class and certified mail to the Respondent's home address on Mountaindale Road in Thurmont, Maryland and to business addresses on record with the MHIC and the OAH, 6818 Kellys Stone Road, in Frederick, Maryland.⁵ The Notice stated that a hearing was scheduled for May 9, 2024, at 9:30 a.m., at the OAH in Hunt Valley, Maryland.⁶ The Notice further advised the Respondent that failure to attend the hearing might result in "a decision against you."

On April 16, 2024, the Notice the OAH sent to the Respondent's home address by certified mail was returned to the OAH with the following notation: "Unclaimed. Unable to forward." On May 31, 2024, the certified mail copy of the Notice the OAH sent to the Respondent's work address was returned to the OAH with the following "Not deliverable as addressed. Unable to forward." The United States Postal Service did not return the copies of the Notice the OAH sent to the Respondent's business and home addresses by first class mail. The

³ Bus. Reg. §§ 8-407(a), 8-312.

⁴ COMAR 28.02.01.23A.

⁵ COMAR 28.02.01.05C(1).

⁶ COMAR 09.08.03.03A(2).

Mountindale Road address is on file with the Maryland Motor Vehicle Administration as the Respondent's home mailing address.⁷

The Respondent made no request for postponement prior to the date of the hearing.⁸ I concluded that the Respondent was properly served and failed to attend the hearing and the hearing proceeded in his absence.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure.⁹

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 - Contract between the Claimant and the Respondent, March 16, 2022
- Clmt. Ex. 2 - Copy of a negotiated personal check # 204 for \$13,250.00, September 16, 2022; copy of the Claimant's bank account summary with Capital One for dates including June 2, 2022 through June 19, 2022
- Clmt. Ex. 3 - Videos (3), February 17, 2023, June 26, 2023 and July 7, 2023
- Clmt. Ex. 4 - Text messages between the Claimant, the Respondent, and Alex Torres, October 1, 2022 through August 8, 2023
- Clmt. Ex. 5 - Charm City Roofing Roof Inspection Report, May 19, 2023
- Clmt. Ex. 6 - American Home Contractors Inspection Report, May 26, 2023

⁷ See Fund Ex. 3, below. According to documentation obtained by the Fund from the Maryland Department of Assessments and Taxation, the Respondent sold the property located on Kellys Store Road in October 2021; though it remained his address of record with the MHIC as of May 6, 2024. See Fund Exs. 3 and 4.

⁸ COMAR 28.02.01.16.

⁹ Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2023); COMAR 09.01.03; COMAR 28.02.01.

- Clmt. Ex. 7 - Charm City Roofing Estimate, May 19, 2023
- Clmt. Ex. 8 - Letter from Nick Zavala, Director of Operations, American Home Contractors, to the Claimant, undated, with attached Freedom Package Project Description, undated
- Clmt. Ex. 9 - Photographs (15) of the roof installed by the Respondent taken in May 2023
- Clmt. Ex. 10 - American Home Contractors Invoice, October 2, 2023
- Clmt. Ex. 11 - Transaction Details of payment from the Claimant's bank account to American Home Contractors, December 1, 2023

I admitted the following exhibits offered by the Fund:

- Fund Ex. 1 - Memorandum from the OAH to Legal Services, April 10, 2024, with attached OAH Notice of Hearing sent to the Respondent by first class mail, February 14, 2024; MHIC Hearing Order, January 16, 2024; and envelope, returned by the United States Postal Service April 8, 2024
- Fund Ex. 2 - Memorandum from the OAH to Legal Services, April 21, 2024, with attached Notice of Hearing sent to the Respondent by certified mail, February 14, 2024; MHIC Hearing Order, January 16, 2024; and envelope, returned by the United States Postal Service with green return receipt attached, May 9, 2024
- Fund Ex. 3 - Affidavit of David Finneran, Executive Director of the MHIC, May 6, 2024; the Respondent's Driving Record Information with the Maryland Motor Vehicle Administration, with a report date of May 6, 2024; Certification of Custodian of Records or other Qualified Individual signed by David Finneran, May 6, 2024; Licensing information for the Respondent, printed on May 6, 2024; Respondent's Licensing History, printed March 18, 2024
- Fund Ex. 4 - Real Property Data Search for 6818 Kellys Store Road, Thurmont, MD 21788, with a most recent property transfer date of October 12, 2021
- Fund Ex. 5 - Home Improvement Claim form completed by the Claimant, received by the MHIC on September 28, 2023
- Fund Ex. 6 - Letter from Joseph Tunney, Chairman, MHIC to the Respondent, October 12, 2023

The Respondent failed to appear and did not offer any exhibits.

Testimony

The Claimant testified and did not present other witnesses.

The Fund did not present any witnesses.

The Respondent did not appear.

PROPOSED FINDINGS OF FACT

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

1. At all relevant times, the Respondent was a licensed home improvement contractor under MHIC license number 01-119574.
2. The Claimant owns a home in Baltimore, Maryland, with his family (the Property).
3. The Claimant intended to have solar panels installed on the roof of the Claimant's the Property (dwelling roof) by Lumina Solar (Lumina). In anticipation of the solar panel installation, the Claimant sought to have the dwelling roof replaced so it could support the solar panels.
4. Lumina referred the Claimant to the Respondent to replace the dwelling roof.
5. On March 16, 2022, the Claimant signed a contract with the Respondent to replace the dwelling roof and to install a flat roof over the walkway that leads to the Property front door (portico roof).¹⁰
6. The Claimant advised the Respondent that he intended to have solar panels installed on the dwelling roof.

¹⁰ The Respondent also installed a new roof on the Claimant's garage, but the garage roof is not included in the Contract and the Claimant is not seeking compensation from the Fund for that roof.

7. The Respondent assured the Claimant that the portico roof would be constructed before the replacement of the dwelling roof to ensure that the house shingles overlapped the sides of the portico roof.

8. The Contract price was \$26,500.00; \$13,250.00 to be paid as a deposit, and \$13,250.00 to be paid upon completion of the roof installation.

9. The Contract noted that the Respondent would “remove and replace the first three sheets of plywood where needed. Any additional sheet/board will be an additional \$65.00 per sheet that will be agreed upon by both parties moving forward.”¹¹

10. The Claimant paid the Respondent the full amount of the Contract.

11. Alex Torres was employed by the Respondent and was the project manager for the Claimant’s roof installation.

12. The Respondent began the installation of the dwelling roof on August 3, 2022 and completed both the dwelling roof and the portico roof by September 15, 2022.

13. Once the Respondent began the installation of the roofs, he did not consult with the Claimant about the amount of plywood the Respondent intended to install or any other aspect of the project.

14. The Respondent installed the dwelling roof before installing the portico roof. The Respondent then installed the portico roof by nailing wood on top of the house shingles along the area where the portico was to be placed and affixing the portico roof to the top of the shingles and the wood.

15. On September 30 or October 1, 2022, the first day it rained after the Respondent installed the dwelling and portico roofs, the portico roof leaked significantly, causing a great amount of water to fall from the portico roof onto the Claimant’s front walkway.

¹¹ Clmt. Ex. 1.

16. By text message dated October 1, 2022, the Claimant advised the Respondent that the portico roof was leaking and he asked the Respondent to schedule a time to fix the leaks. The Respondent replied by text that he would come fix the leaks "for sure!"¹²

17. The Respondent did not immediately send anyone to fix the portico. By text message dated November 10, 2022, the Respondent informed the Claimant that the portico leaks had been fixed.

18. On November 11, 2022, the portico roof leaked again while it was raining. The Claimant advised the Respondent of the leaks by text message and expressed his dissatisfaction with how the Respondent installed the portico on top of the dwelling roof shingles.

19. In his November 11, 2022 text message, the Claimant requested that the Respondent reinstall the portico roof properly or refund his money.

20. On that same date, the Respondent advised the Claimant that he would return to the Claimant's house in approximately one week and he would take care of the portico leaks at that time.

21. Between November 11, 2022 and February 17, 2023, on at least two more occasions, the portico leaked during a rain event and the Respondent advised the Claimant that he had repaired the leaks.

22. On February 17, 2023, the portico leaked again while it was raining. The Claimant sent a video to Alex Torres via text and asked him to take responsibility for the workmanship of the portico.

23. On February 23, 2023, Mr. Torres advised the Claimant by text that he believed the leaking must have resulted from "wind driven rain."¹³

¹² Clmt. Ex. 4.

¹³ Clmt. Ex. 4.

24. One of the pieces on the underside of the portico became detached and on March 18, 2023, the Claimant sent a photograph of the detached piece to Mr. Torres.

25. As of May 2023, the following issues existed with the dwelling roof:

- Shingles were not properly attached and were easily peeled away throughout the roof;
- Plywood used to support to roof was damaged and rotted;
- Insulation was improperly fastened to the interior of the roof; and
- There was an unsealed roof vent.¹⁴

26. On August 23, 2023, the Claimant created a text group including the Respondent and Mr. Torres because he was unable to reach them individually.

27. On August 23, 2023, the Claimant advised the Respondent that because he had not heard from either of them regarding the problems with the roof, he contacted another company for an estimate to repair or replace the roof.

28. On or about May 19, 2023, a representative of Charm City Roofing (Charm City) (MHIC number 96547) inspected the dwelling roof.

29. The Charm City representative reported that the Respondent's installation of the dwelling roof was "abysmal."¹⁵ Specifically, the Charm City representative reported that:

- Water penetrated several areas of the roof;
- The flashing was installed poorly;
- The ridge vent had been poorly installed with some areas misaligned;
- The boots and vents along the roof appeared to have been reused and caulk had been used instead of flashing; and
- The portico was improperly installed by screwing the framing through the siding.

¹⁴ Clmt. Ex. 9.

¹⁵ Clmt. Ex. 5.

30. The Charm City representative advised the Appellant that he should replace the entire dwelling roof and portico roof because the one installed by the Respondent would not support solar panels.

31. Charm City advised the Respondent that it could replace the dwelling roof for between \$18,450.00 and \$21,530.00, depending on the warranty the Respondent selected. The Charm City estimate included replacing rotted deck sheathing (plywood) on the dwelling roof for \$4.00 per square foot.

32. Charm City estimated that it could replace the portico roof for \$6,800.00.

33. On or about May 26, 2023, a representative of American Home Contractors (AHC) inspected the dwelling roof and the portico roof and issued an Inspection Report.

34. During the inspection, the AHC representative discovered that the dwelling roof plywood over the attic was cracking, the flashing was loose due to rotting wood, wrong nails were used, spots around the pipe gaskets were missing sealing, and the dwelling roof shingles had been poorly installed.

35. ACH recommended that the Respondent have the dwelling roof and portico roof fully replaced.

36. AHC estimated that it could replace the dwelling roof and the portico roof for \$22,806.87.

37. The AHC estimate included \$2,300.00 to replace twenty-three square feet of plywood at \$100.00 per square foot.

38. A third roofing company, Park Heights Roofing, inspected the dwelling roof and the portico roof and recommended a full replacement of both.

39. On July 23, 2023, water entered the Claimant's basement while it was raining. This water was attributable to the Respondent's installation of the dwelling roof.

40. The Claimant contracted with AHC to replace the roof installed by the Respondent. The Claimant paid AHC \$22,806.87 to complete the work.

DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence.¹⁶ 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.¹⁷

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor."¹⁸ "[A]ctual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement."¹⁹ For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Claimant presented ample evidence that the Respondent installed the dwelling roof and the portico in an unworkmanlike fashion. Among that evidence is a series of text messages between the Claimant and the Respondent or the Respondent's project manager, Alex Torres.²⁰ Those text messages show that as of October 1, 2022, which the Claimant testified was the first day of substantial rainfall after the Respondent installed the dwelling roof and the portico roof, the portico began leaking onto the portico walkway. According to those text messages, the Claimant requested that the Respondent repair the portico roof to prevent further leaking, but the

¹⁶ Bus. Reg. § 8-407(e)(1); State Gov't § 10-217 (2021); COMAR 09.08.03.03A(3).

¹⁷ *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

¹⁸ Bus. Reg. § 8-405(a) (Supp. 2023); *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.").

¹⁹ Bus. Reg. § 8-401.

²⁰ Clmt. Ex. 4.

Respondent failed to do so despite the Claimant's multiple requests between October 2022 and August 2023.

In addition to the text messages, the Claimant also submitted videos taken on June 26, 2023, and July 7, 2023, showing the portico roof leaking a significant amount of water onto the portico walkway. The water in each of these videos enters through areas where portions of the portico roof panels join and along the edges of the portico roof panels. The center of the panels on the underside of the portico appear to remain dry. I conclude that this indicates that the water leaking from the portico originates from the top of the portico roof, not from rain being swept into the portico by wind. If the latter were true, common sense dictates that the center of the portico panels facing the walkway would be wet.

The Claimant also submitted a video of water leaking into the basement through a wall. The Claimant testified that no water leaked into the basement before the Respondent replaced the roofs. The Claimant further testified that he checked all of the plumbing in the property and he found no leaks that would have resulted in water entering the basement.

The Claimant also presented multiple photographs depicting rotting plywood supporting the dwelling roof installed by the Respondent, gaps around vents where water could penetrate the roof, shingles affixed to the roof in such a manner that they are easily lifted away from the structural material of the dwelling roof, nails penetrating the plywood into the interior of the house/attic, and plywood installed that is not flush with other pieces of plywood.

During this period, the Claimant obtained estimates from three different roofing contractors, including Charm City, AHC, and Park Heights Roofing, and all recommended replacing the dwelling roof and the portico roof. According to the Claimant, he relied upon these contractors' unanimous recommendation that the house and portico roofs be replaced, and he opted to have AHC replace the house and portico roofs. The Claimant presented proof that he

paid AHC \$22,806.87 for that work.²¹ To that end, the Claimant testified that he paid AHC to replace the roofs because it was imperative that the dwelling roof be structurally sound to support the weight of the solar panels installed by Lumina. I find this reliance on the contractors' recommendation to replace the roof installed by the Respondent reasonable because the Claimant did not observe any leaks in the basement prior to the Respondent's roof installation, video evidence the Claimant submitted clearly shows that the portico roof was leaking significantly, and the photographs of the dwelling roof depict significantly poor workmanship throughout.

The Claimant presented evidence that he paid the Respondent \$26,500.00 to install the dwelling and portico roofs. As the Claimant proved that the dwelling and portico roofs were installed in an unworkmanlike manner and must be replaced, I conclude that he sustained an actual loss.

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 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.²² The Claimant resides in the home that is the subject of the claim or does not own more than three dwellings.²³ The parties did not enter into a valid agreement to submit their disputes to arbitration.²⁴ 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.²⁵

²¹ Clmt. Ex. 11.

²² Bus. Reg §§ 8-405(g), 8-408(b)(1) (2015 & Supp. 2023).

²³ *Id.* § 8-405(f)(2) (Supp. 2023).

²⁴ *Id.* §§ 8-405(c), 8-408(b)(3) (2015 & Supp. 2023).

²⁵ *Id.* § 8-405(f)(1) (Supp. 2023).

The Claimant did not unreasonably reject good faith efforts by the Respondent to resolve the claim.²⁶

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.²⁷ MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

The formulas for measuring of an award for a claimant's compensable actual loss as the result of the misconduct of a licensed contractor is provided at COMAR 09.08.03.03B(3).

The Respondent performed work under the Contract, and the Claimant retained another contractor to remedy that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.²⁸

As is stated above, the Claimant paid the Respondent \$26,500.00 for the installation of the portico and the dwelling roofs. The Claimant paid AHC \$22,806.87 to replace the roofs the

²⁶ *Id.* § 8-405(d) (Supp. 2023).

²⁷ Bus. Reg. § 8-405(e)(3) (Supp. 2023); COMAR 09.08.03.03B(1).

²⁸ COMAR 09.08.03.03B(3)(c).

Respondent installed in an unworkmanlike manner. Accordingly, the measure of the Claimant's actual loss is calculated as follows:

Amount the Claimant paid to the Respondent	\$ 26,500.00
Amount the Claimant paid to repair/complete the work	<u>+ \$ 22,806.87</u>
	\$ 49,306.87
Minus Contract price	<u>-\$ 26,500.00</u>
Actual loss	\$ 22,806.87

The Fund argued that the amount of the actual loss should be reduced by \$1,300.00 because the Claimant's contract with the Respondent included a provision that stated the Respondent would "remove and replace the first three sheets of plywood where needed. Any additional sheet/board will be an additional \$65.00 per sheet that will be agreed upon by both parties moving forward."²⁹ The Claimant's contract with AHC included the replacement of thirty-two square feet of plywood at \$100.00 per square foot, which is twenty more sheets of plywood than the Respondent agreed to replace without additional charge under the original contract. Multiplying that number by the cost for each additional plywood sheet greater than three sheets (\$65.00) as provided in the contract between the Claimant and the Respondent, the Fund asserts that the Claimant would have had to pay the Respondent an additional \$1,300.00 for the amount of plywood AHC installed. I disagree.

First, though the AHC contract specifies that it would replace/install twenty-three sheets of plywood for a total of twenty-three square feet, the contract between the Claimant and the Respondent does not specify the square footage of plywood the Respondent would install. Furthermore, the Claimant's contract with the Respondent did not specify the size of the plywood sheets the Respondent would use to replace any damaged plywood. Accordingly, it is

²⁹ Clmt. Ex. 1.

unclear if the Claimant would have been responsible for paying the Respondent an additional amount for the amount of plywood installed by AHC.³⁰

Furthermore, the contract between the Claimant and the Respondent stated that the parties would come to an agreement about the installation of any plywood greater than three sheets; however, the Claimant testified that the Respondent completed the installation of the dwelling roof without ever consulting with the Claimant about the need to install additional plywood. Or any other aspect of the roof installation. Accordingly, the Claimant was never given an opportunity to discuss, negotiate, and agree upon the cost of the installation of any additional plywood as is provided in the contract. I conclude that to reduce the amount of loss based, in part, on the Respondent's failure to abide by the terms of the contract with the Claimant would be inequitable and improper.

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.³¹ Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4). 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 \$ 22,806.87.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$22,806.87 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405

³⁰ It is conceivable that the Respondent intended to use plywood larger than the plywood used by AHC, potentially resulting in no additional charge.

³¹ 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").

(2015 & Supp. 2023); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund. Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4).

RECOMMENDED ORDER


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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$22,806.87; 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;³² and

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

July 29, 2024
Date Decision Issued



Jennifer M. Carter Jones
Administrative Law Judge

JCJ/at
#213154

³² See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 23rd day of December, 2024, 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.

Wm Bruce

Quackenbush

Wm Bruce Quackenbush

Chairman

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***