

IN THE MATTER OF THE CLAIM
OF ANDREA ZULUETA ,
CLAIMANT
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF TYRONE ANDERSON,
T/A DECK RENOVATIONS,
RESPONDENT

* BEFORE NANCY E. PAIGE,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
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* OAH No.: LABOR-HIC-02-19-25048
* MHIC No.: 18 (05) 789
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PROPOSED DECISION

STATEMENT OF THE CASE
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STATEMENT OF THE CASE

On January 29, 2019, Andrea Zulueta (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$33,237.16 in actual losses allegedly suffered as a result of a home improvement contract with Tyrone Anderson, trading as Deck Renovations (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).¹ On August 9, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

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

I held a hearing on January 13, 2020 at the OAH office in Rockville, Maryland. Bus. Reg. § 8-407(e). Shara Hendler, Assistant Attorney General, Department of Labor (Department),² represented the Fund. The Claimant represented herself. 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 in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2019); COMAR 09.01.03; COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

- Cl. #1. Undated Estimate
- Cl. #2. March 18, 2017 Invoice with attachments
- Cl. #3. April 7, 2019 Invoice with attachments
- Cl. #4. Undated construction drawing approved by Montgomery County
- Cl. #5. Undated sketch of enclosed porch
- Cl. #6. Montgomery County Department of Permitting Services (DPS) inspection records
- Cl. #7. May 10, 2017 Estimate with attachment
- Cl. #8. May 15 – June 2, 2017 emails between Claimant and PG Builders with attachment

² On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the Department of Labor.

- Cl. #9. May 24, 2017 Leon Pro Services Estimate
- Cl. #10. Not admitted (withdrawn)
- Cl. #11. June 19, 2017 Montgomery County DPS approval sticker: footing and low framing
- Cl. #12. July 7, 2017 Montgomery County DPS final approval sticker
- Cl. #13. June 6, 2017 Proposal, Elvis Baltazar³
- Cl. #14. June 7 – July 6, 2017 Discover More Card transaction record, with attachments
- Cl. #15. A-M. Photographs
- Cl. #16. Photograph

I admitted the following exhibits on behalf of the Respondent:

- Resp. #1. Construction drawing, approved February 27, 2017
- Resp. #2. Undated drawing, "Existing Outdoor Deck"
- Resp. #3. March 8, 2017 Inspection Disapproval, Montgomery County DPS

I admitted the following exhibits on behalf of the Fund:

- Fund #1. August 28, 2019 Notice of Hearing with attachment
- Fund #2. October 2, 2019 letter addressed to "To Whom It May Concern" from MHIC
- Fund #3. July 10, 2019 Hearing Order
- Fund #4. October 29, 2018 Home Improvement Claim Form
- Fund #5. October 29, 2018 letter from MHIC to Respondent

Testimony

The Claimant testified and called Earl Reed Garland as a witness.

The Respondent testified.

³ I admitted this exhibit over objection of the Fund for the sole purpose of establishing the actual cost of completing the Respondent's work.

PROPOSED FINDINGS OF FACT

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

1. The Respondent was licensed as a home improvement contractor under MHIC license number 01-113379, effective March 12, 2017.
2. On or about February 14, 2017, the Respondent entered into a contract with the Claimant to construct an extension to an existing deck on her home and to add a staircase from the deck to the ground. The original contract price was \$27,000.00.
3. The contract provided for cable rails. The Respondent had the cable in stock from another job which he could not use and therefore included cable rails in the contract at a substantially reduced price.
4. The Respondent secured a permit for the construction on February 27, 2017 and commenced work.
5. In estimating the job and preparing the construction drawings, the Respondent relied upon a drawing on file with Montgomery County purporting to show the existing deck. It was later determined that the drawing did not reflect the existing deck which had not been constructed in accordance with code.
6. On March 8, 2017, the project failed a footer inspection.
7. The project passed a footer inspection on March 16, 2017, but on March 17, 2017, it again failed a footer inspection.
8. During one of the footer inspections, the Montgomery Country inspector advised the Respondent that the ledger board (through which the existing deck was attached to the house)⁴ was attached to brick veneer, which was a code violation. The

⁴ As explained by the Respondent, the ledger board is part of the frame of the deck and is the beam through which the frame may be attached to a house to provide structural support.

Respondent was not aware of the improper attachment of the ledger board until the Montgomery County inspector brought it to his attention.

9. The improper attachment of the ledger board required a structural modification to allow the deck to be free-standing.

10. At some time after the footer inspections, but prior to a framing inspection, the Respondent submitted a drawing of the existing deck and his proposed modifications to DPS. He prepared the drawing based upon his field measurements and observations. The modifications include addition of two 6"x6" posts with concrete footings and two 2"x12" beams. Resp. Ex. #2. A copy of the drawing is stamped, "General Structural Arrangement Approved Subject to Further Approval of Construction." Resp. Ex. #3.⁵ Neither copy of the drawing is dated.

11. The Respondent offered to make the necessary structural modifications to the deck at an additional cost of \$4,700.00. The Claimant rejected his offer.

12. On March 18, 2017, the Claimant paid the Respondent a total of \$18,580.92 (two checks for \$9,000.00 each; \$35.00 by credit card; and \$545.92 in cash). Between March 20 and April 19, 2017, the Claimant made additional cash payments totaling \$2,856.24, bringing her total payment to the Respondent to \$21,437.16.

13. On or about April 6, 2017, the parties entered into a second contract to build a screened porch on top of the deck and to install deck lighting. The contract price for this work was \$9,800.00. The Claimant paid the Respondent \$3,266.00 on April 7, 2017 on the porch contract. Prior to execution of the porch contract, the Respondent had performed some work anticipating the construction of the porch. No work was done on

⁵ The stamped copy of the drawing includes two additional dimensions and a change in the dimensions of a typical existing footing, but no change in the proposed modifications.

the porch itself or the deck lighting. The Respondent has denied the Claimant's request to refund the \$3,266.00 paid on the porch contract.

14. On April 13, 2017, the deck framing failed inspection because of the improper attachment of the ledger board to brick veneer. In addition, the inspector noted that the Respondent's use of carriage bolts was improper, and that the stair stringers were not the required distance on center.⁶

15. On April 24, 2017, the Claimant secured a proposal from Elvis Baltazar, who is not licensed by MHIC, to complete the deck at a cost of \$9,275.00 for labor only; materials to be supplied by owner. The Claimant subsequently secured proposals from two licensed contractors, Leon Pro and PG Builders. The Leon Pro proposal was to complete the project for \$15,800.00, using Trex⁷ railings. The PG Builders proposal, including cable rails, was for \$43,500.00. If Trex railings were used, the price would be \$29,950.00.

16. The Claimant ultimately retained Elvis Baltazar. She paid him \$9,275.00 for labor only. She expended an additional \$15,784.84 for materials, for a total cost of \$25,059.84 to complete the deck and stairs, using Trex railings.

17. Elvis Baltazar began work on or about June 1, 2017. The framing and footings passed inspection on June 19, 2017. Two posts were added to provide structural support for the deck. The work passed final inspection on July 7, 2017.

18. The deck was completed pursuant to the Respondent's permit. No drawings, other than those prepared by the Respondent, were submitted to DPS.

⁶ The Respondent identified the stair stringers as the structural beams which support the steps in a staircase. They are notched at intervals to receive the steps. The number of supporting stringers is determined by the width of the staircase.

⁷ Trex is the tradename for the composite material used for the decking and stair treads. See www.trex.com.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1); Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3).⁸ “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Md. Code Ann., Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation for a portion of her Claim.

The Respondent was not licensed as a home improvement contractor at the time he entered into the contract with the Claimant. His license was issued, however, on March 12, 2019, about two weeks after the Respondent started work. The regulations provide:

The hearing board may dismiss a claim as legally insufficient if the contractor was unlicensed when the contract was entered into but licensed during the performance of the contract unless:

(i) The claimant establishes by a preponderance of the evidence that the claimant did not know that the contractor was unlicensed at the time the contract was entered into; and

(ii) A substantial portion of the contractor's alleged misconduct occurred after the contractor became licensed.

⁸ As noted above, “COMAR” refers to the Code of Maryland Regulations.

COMAR 09.08.03.02D(3). The Claimant testified that she did not know that the Respondent was not licensed when she engaged him. She said she subsequently learned that a license was required and when she asked, the Respondent produced documentation of his license. The parties were generally vague about the chronology of this controversy, but the evidence shows that work began on or about February 27, 2017 and the first footer inspection occurred on March 8, 2017, four days before the license was effective. Work apparently continued into April, so it is reasonable to infer that a substantial portion of the Respondent's alleged misconduct occurred after he became licensed. The Fund did not challenge recovery from the Fund based upon the delay in licensure, and I will not find the claim invalid on this basis.

The major conflict in this case involves the structural support for the deck. The contract called for extension of an existing deck and the addition of stairs. The Respondent testified that during a footer inspection, the inspector removed a portion of the ledger board and revealed that the ledger board was attached to brick veneer, rather than to a structural member, which was a code violation. According to the Respondent, it appeared that there had been a prior deck that was attached to a structural member of the house, but that structural member had been cut off when the currently existing deck was built. The deck could not, therefore, be supported by attachment to the house and would have to be supported as a free-standing structure. The proposed extension of the deck would not be approved until the existing deck was structurally sound.

The Respondent continued to work after this problem was identified, constructing portions of the project which he contended were not impacted by the structural problem. The Respondent claims he suggested three possible ways to resolve the problem: Secure an engineer's opinion to override the DPS opinion and secure approval from DPS; add additional structural posts to support the existing deck; or install an LVL beam (which he described as an

architectural beam which was expensive but would reduce the number of additional posts needed). The Respondent said the Claimant secured an engineer's opinion, but it did not provide a basis to override the DPS decision. He testified that the Claimant did not like the proposal for additional posts and never agreed to a remedy. He stopped work when he could no longer proceed without resolving the structural issue.

The Claimant refused to pay anything further for a structural modification. Ultimately, the parties were unable to resolve their differences and the Claimant testified that she and her husband lost faith in the Respondent. There is a dispute as to which party cancelled the contract, but the Claimant read into the record an email from the Respondent acknowledging that by May 10, 2017, the same day the Respondent submitted an invoice for \$4,700.00 for "[a]dding support structure to existing deck. Meeting Montgomery [C]ounty [C]odes," (Cl. #7), the contract was cancelled.⁹

By May 10, 2017, the Claimant had already received a bid from Elvis Baltazar to charge \$9,275.00 for labor only to complete the deck, all material to be supplied by the Claimant. She subsequently secured a proposal from PG Builders, whose initially proposed price was \$43,500.00, including cable rails which were included in the Respondent's contract. If Trex railings were substituted, the price would be adjusted to \$29,950.00. The Claimant also received a proposal from Leon Pro to complete the entire project for \$15,800.00, with Trex railings. She ultimately chose Elvis Balthazar, despite the fact that he was unlicensed. She testified that she paid Balthazar \$9,275.00 and paid \$15,784.84 for materials, for a total cost of \$25,059.84 to complete the deck, with Trex railings.

It is clear that some of the work completed by the Respondent was inadequate because it failed inspection. The footers failed inspection on March 8, 2017. The notation by the inspector

⁹ The Claimant did not offer the email in evidence, but the Respondent did not dispute its content.

says, "1. Dig new 3rd footer; 2. Landing footer must be 30" below grade; 3. Expose at least 2 existing footers." Resp. #3. The Respondent admitted that the landing footer was his responsibility and the County record reflects that the footers passed inspection on March 16, 2017. Another footer inspection on March 17, 2017 failed, however, with the comment, "No plans; muck out footers; all footers to be 30" deep." Cl. #6. It is not clear from the record whether this failure refers to footers constructed by the Respondent or to the existing footers supporting the deck (although it is unlikely that he would have covered up footers that he constructed prior to inspection, which would then require "mucking out" for purpose of inspection). The Respondent's testimony was that he could not resolve the footer issue until he had a decision on how to resolve the structural issue. There is no conflicting evidence and the explanation is not facially unreasonable, since there were apparently no plans for the structural modification as of the March 17, 2017 inspection and the type of structural modification would presumably affect the number and placement of new footers.

The ledger issue was not documented until an April 13, 2017 framing inspection. A note was added on that date to the March 8, 2017 footer Inspection Disapproval notice.¹⁰ The note states, "004 – ledger attached to brick veneer; carriage bolts; stair stringers to be 12" [on center]." Resp. #3.¹¹ The Respondent contended that changing the carriage bolts to the required type of bolts was a minor correction and adding a stringer to the stairs to resolve the spacing issue was also a minor correction. He testified that he was more than willing to do both. There is no contrary evidence and his contention is facially persuasive. As discussed, the structural solution to the problem with the existing deck was never agreed upon by the parties.

¹⁰ The date coincides with the County record which reflects a framing failure on April 13, 2017. There is no other inspection notice for that date.

¹¹ The inspector who signed the April 13 note also signed the March 16 footer approval, which references "001." I understand from the Respondent's testimony that "004" and "001" refer to code sections, and I infer that 001 deals with footings and 004 deals with framing.

The Respondent produced a drawing of the existing deck (Resp. Ex. #2) which he submitted to the County after the structural problem was revealed. He testified that he prepared the drawing based upon his field measurements and observations. He explained that arrows on the drawing point to his proposed modifications, including two additional 6"x6" posts with footings and two additional 2"x 12" beams. A copy of the drawing (Resp. Ex. #3), with two additional dimensions and a change in the dimensions of a typical existing concrete footing, is stamped approved, subject to construction approval, but neither the drawing nor the approval is dated.¹²

The Claimant testified that she and her husband lost faith in the Respondent because of the inspection violations, delays in construction and, ultimately, the request for more money to complete the project. She testified that there had been significant delays, that she and her husband had made substantial payments, and when the Respondent asked for additional funds to resolve the structural problem, they feared that he would continue to ask for more money but would not be able to complete the deck. She said if they had known at the beginning that his price would be higher than the contract price, they might have considered another contractor.

The Claimant, however, not only continued to pay the Respondent through April 19, 2017, after all the inspection failures, and a full month after the footer inspection failures. She also entered into a new contract for the porch and paid an additional \$3,266.00 on April 7, 2017, before the framing failure notice, but a month after the ledger problem came to light. She was clearly not dissatisfied with the Respondent's work at that point. Although the Respondent's invoice for the structural modifications is dated May 10, 2017, it is likely that there were discussions of additional cost related to the structural problem before that date. Based upon the

¹² The March 8, 2017 footer Inspection Disapproval notice, with the April 13, 2017 addendum, and the March 16, 2017 footer Approval notice are both pasted to the back of Resp. Ex. #3. The April 13, 2017 note runs off the notice on to the back of the drawing, which indicates that the drawing was made before April 13, 2017.

Claimant's testimony, the fact that there would be additional cost, rather than concern about the Respondent's competency, was the trigger that caused the Claimant and her husband to seek advice from other contractors sometime after April 7.

The first proposal from Baltazar is dated April 24, 2017. The Claimant and her husband testified that they had consulted several other contractors, and all pointed to deficiencies in the Respondent's work, which caused them to lose faith in his ability to complete the contract. None of those contractors testified or provided a written report.

The regulations provide that "[t]he hearing board may dismiss a claim as legally insufficient if the claimant has unreasonably rejected good faith efforts by the contractor to resolve the claim." *See* COMAR 09.08.03.02D(3)(c). Both parties referred to email correspondence between them (the Respondent said there were "hundreds" of emails), but neither offered any in evidence. The Respondent has cogently explained the inspection failures and vehemently insisted that he remained willing to correct all cited errors. There is no evidence to the contrary, but I do not fault the Claimant, who has no expertise in construction, for seeking further consultation before allowing the Respondent to proceed further. Additionally, after considering the testimony and other evidence, I am unable to discern what the Respondent told the Claimant about finishing the deck or what the Claimant responded. For these reasons, I am unable to find, based upon a preponderance of the evidence, that the Claimant rejected the Respondent's good faith efforts to resolve the claim.

It is clear that the Claimant suffered a significant financial penalty for not having the deck completed in accordance with the Respondent's contract. By regulation, however, "[t]he Fund may only compensate claimants for actual losses they incurred as a result of misconduct by a licensed contractor." COMAR 09.08.03.03B(2). There is a serious question as to whether the Claimant's loss was the result of any misconduct by the Respondent.

There is no contention and no evidence to suggest that the failure to account for the structural issue in the original contract was due to any fault on the part of the Respondent. It is also undisputable that the structural problem added a cost to the job, and the Respondent's contract provided for a charge of \$85.00 per hour for additional work.¹³ The Respondent pointed out that one of the photographs taken after the new contractor had done some work showed additional supporting posts. Thus, it would appear (and the Claimant, in fact, suggested) that she ultimately accepted one of the Respondent's proposed solutions to the structural problem. The Respondent attempted to elicit from the Claimant and her husband what specific changes in the work were made by the new contractor and they were unable to do so. The new contractor demolished and replaced the stairs, but there was no expert evidence as to why that was necessary, or why an additional stringer could not have been added to correct the deficiency in spacing cited by the inspector. The Claimant suggested that the Respondent used four-inch posts where six-inch posts were required and that he used the wrong size beams. The Claimant offered no expert opinion to that effect and there is no reference to beams in the inspection reports other than the need for an additional stair stringer. The evidence is that the deck was finished under the Respondent's permit and that no drawings were submitted or required by the County other than those submitted by the Respondent. Thus, there is no evidence of any deficiency in the Respondent's work other than the problem with the stair stringers and the carriage bolts, and possibly one footer for a stair landing, which the Respondent offered to correct (as noted, footers passed inspection on March 16, 2017, and it may be that this footer was corrected).

The Claimant rejected the Respondent's offer to complete the deck for \$4,700.00 above the contract price. She received an offer from a licensed contractor to complete the deck for \$15,800.00 but accepted a proposal from an unlicensed contractor (even though, by her own

¹³ Neither party was able to produce the original contract. There is, however, a document entitled, "Terms and Agreement," attached to the Respondent's invoices that includes this provision.

testimony, she had earlier learned the importance of a license) that ultimately cost her almost double that amount. There is no explanation in the record as to why the Claimant rejected the lower estimate and there is no basis in the record for explaining the very substantial difference between the Respondent's proposal and the ultimate cost. Some amount may be attributable to the code deficiencies unrelated to the ledger, but there is no way to quantify that cost. It may be that the structural reinforcement constructed by Baltazar was more costly than the modification proposed by the Respondent, in which case, the Claimant received a betterment. Since there are no drawings other than those submitted by the Respondent and accepted by the County, and the work was completed under the Respondent's permit, there is no reason to believe that the Respondent's proposed remedy was unacceptable.

I am mindful that the Claimant actually paid a total of \$25,095.00, including \$15,784.84 for additional materials, after the Respondent left the job. At that time, the unpaid balance of the Respondent's contract, including the structural change, was only \$10,262.84, for labor and materials. There is no explanation for why the cost of completion was so high. The Claimant did lose the cable rails that the Respondent agreed to provide. The estimates of the value of those rails were between \$13,500.00 (PG Builders) and \$20,000.00 (Respondent), but without proof that the Respondent was responsible for the cancellation of the contract, he cannot be charged with that loss.

Based upon the foregoing analysis, I am unable to find that the Complainant suffered a loss on the deck contract as a result of the Respondent's misconduct.

The Claimant also seeks refund of the \$3,266.00 she paid for the porch, which she characterized as a deposit. The Respondent claims it covered the cost of preparatory work he had done in anticipation of constructing the porch. The Claimant contended that the Respondent refused to refund her deposit on the porch unless she let him proceed without passing inspection.

The Respondent vehemently denies that contention and I do not find it persuasive. The Respondent was newly licensed and testified that he had underpriced this job in the hope that it would become a showcase for future work. The evidence is that he was in frequent contact with the County in attempts to resolve the structural issue. I think it unlikely that he would have risked his license and his nascent reputation by seeking to complete a job in violation of the law. I do believe he refused to return the porch deposit because he felt entitled to cover the losses he suffered as a result of cancellation of the deck contract.

The fact is that the porch was not constructed, and could not be constructed, until the structural problem was resolved and no work was done on deck lighting, which was a part of the porch contract. The Respondent has not quantified the work he performed in anticipation of the porch construction. The regulations provide, "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." COMAR 09.08.03.03B(3)(a). In this case, the Respondent did not voluntarily abandon the porch contract, but there is no evidence that he did substantial work. The amount paid by the Claimant, which was one third of the price on the porch contract, was not intended to cover the Respondent's losses, if any, as a result of cancellation of the deck contract. She was entitled to return of the deposit on the porch contract. Therefore, the Claimant sustained an actual compensable loss of \$3,266.00 on the porch contract. Since this is below the statutory cap of \$20,000.00 and was actually paid by the Claimant to the Respondent, the Claimant is entitled to recover this amount from the Fund. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(3)(a).

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has not sustained an actual and compensable loss a result of the Respondent's misconduct with respect to the contract to extend the deck on her home and install a staircase. COMAR 09.08.03.03B(2).

I further conclude that the Claimant has sustained an actual and compensable loss of \$3,266.00 on the contract to construct a porch on her deck and is entitled to recover that amount from the Fund. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(a), (B)(4), and D(3)(a).

RECOMMENDED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$3,266.00; 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;¹⁴ and

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

March 31, 2020
Date Decision Issued

CONFIDENTIAL

Nancy E. Paige
Administrative Law Judge

NEP/da
184033

¹⁴ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 8th day of May, 2020, 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.

Jim Berndt

Jim Berndt

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***

