

<p>IN THE MATTER OF THE CLAIM</p> <p>OF DOUGLAS CARLSON,</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 ROBERT SPERO,</p> <p>T/A MARYLAND POOLS, INC.,</p> <p>RESPONDENT</p>	<p>* BEFORE JENNIFER A. NAPPIER,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>* OAH No.: DLR-HIC-02-16-37285</p> <p>* MHIC No.: 16 (05) 553</p> <p>*</p> <p>*</p> <p>*</p>
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PROPOSED DECISION

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STATEMENT OF THE CASE

On March 22, 2016, Douglas Carlson (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC or Commission) Guaranty Fund (Fund) for reimbursement of \$13,088.00 in alleged actual losses suffered as a result of a home improvement contract with Maryland Pools, Inc. (Respondent).¹ After an investigation, the Commission issued a Hearing Order on October 17, 2016 and forwarded the case to the Office of Administrative Hearings (OAH).

¹ The holder of the Respondent's MHIC license is Robert Spero. Therefore, the case name reflects Robert Spero, t/a Maryland Pools, Inc., as the Respondent.

On January 20, 2017, the Respondent's attorney, Robert M. Stahl, Esquire, filed a letter which stated that the Respondent filed bankruptcy on July 6, 2015. Mr. Stahl requested that the OAH stay this case on the basis that a bankruptcy trustee had been appointed by the United States Bankruptcy Court for the District of Maryland to administer the Respondent's bankruptcy estate.^{2,3}

I held a hearing on April 17, 2017 at the OAH in Kensington, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015). The Claimant represented himself. Andrew Brouwer, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund. Neither the Respondent, nor his attorney, appeared for the hearing. After waiting twenty minutes for the Respondent or someone representing him to appear, I proceeded with the hearing.⁴ Code of Maryland Regulations (COMAR) 28.02.01.23A.

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. 2016); COMAR 09.01.03; COMAR 28.02.01.

² The OAH file also includes a letter dated January 19, 2017, from Assistant Attorney General Joel Jacobson, MHIC's counsel. Mr. Jacobson's letter was a response to a January 5, 2017 letter in which Mr. Stahl requested, on behalf of Respondent, a stay of a different Guaranty Fund claim against Respondent. The asserted basis for the Respondent's request for a stay was that the Respondent had filed a bankruptcy petition. Mr. Jacobson stated in his January 19, 2017 letter to the Respondent's attorney that "the United States Bankruptcy Court for the District of Maryland has ruled that the automatic stay provisions of the Bankruptcy Code are not applicable to proceedings by homeowners to recover from the Maryland Home Improvement Guaranty Fund. Therefore, [MHIC] may adjudicate homeowner claims filed with the Guaranty Fund based upon transactions with Maryland Pools, Inc. However, in the event that a claim is paid from the Guaranty Fund, the Respondent's bankruptcy filing will stay any collection proceeding against the Respondent by the State to recover the Guaranty Fund payment." See OAH Case File, docket entry 3.

³ I will treat Mr. Stahl's January 20, 2017 letter as a motion to stay this proceeding as a result of the Respondent's bankruptcy filing. I will address the motion in the discussion, below.

⁴ Notice of the hearing was mailed to the Respondent and Mr. Stahl by certified mail on January 5, 2017. Code of Maryland Regulations (COMAR) 09.08.03.03A(2). Mr. Stahl received the notice on January 9, 2017. The Respondent received the notice on January 14, 2017.

ISSUES

1. Should this Claim be stayed on the basis that a bankruptcy trustee has been appointed by the United States Bankruptcy Court for the District of Maryland to administer the Respondent's bankruptcy estate?
2. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
3. If so, what is the amount of that loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

- CL Ex. 1 Maryland Pools Contract, September 20, 2014
- CL Ex. 2 Cash Payment Schedule, undated; Copies of Bank of America checks, dated October 9, 2014, October 27, 2014, and November 13, 2014
- CL Ex. 3 Arcadia Pools Contract, August 11, 2015
- CL Ex. 4 Copies of Bank of America checks, dated August 11, 2015 and September 23, 2015
- CL Ex. 5 Hachik Distributors, Inc. packing list, August 14, 2016
- CL Ex. 6 Calculation of damages, undated

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 Hearing Order, October 17, 2016
- GF Ex. 2 Notice of Hearing, January 5, 2017
- GF Ex. 3 MHIC Licensing Information for the Respondent, printed February 14, 2017

No exhibits were offered on the Respondent's behalf.

Testimony

The Claimant testified on his own behalf. The Fund did not present any witnesses. No one appeared to testify on behalf of the Respondent.

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 93100.

2. At all relevant times, the Claimant was the owner of the home located on Brown Road in Poolesville, Maryland, which is his personal residence. The Claimant owns no other residential properties.

3. Neither the Claimant, nor his wife, is an employee, officer or partner of the Respondent, or related to any of the Respondent's employees, officers or partners.

4. On September 20, 2014, the Claimant and the Respondent entered into a contract for construction of a custom freeform in-ground swimming pool (Contract) at the Claimant's residence. The pool was to be rectangular, sixteen feet and eight inches in width and thirty-two feet and five inches in length, with a water depth ranging from three feet to six feet. The Contract also included handrails, two underwater lights, and an automatic pool cleaner, all of which are optional equipment.

5. The Contract contained the following as "Utilities & Appurtenances," which were included in the Contract price but to be performed by subcontractors:

- Basic electrical package (to be performed by TriStar Electric)
- 613 square feet of decking (to be performed by Santana's Design Build)
- Equipotential bonding (to be performed by Santana's Design Build)

6. The original agreed-upon Contract price included the following

Pool Price:	\$40,715.00
Utilities & Appurtenances	<u>\$ 7,448.00</u>
Total	\$48,163.00.

7. The Respondent and the Claimant established the following payment schedule:

- \$2,000.00 deposit to be mailed to the Respondent on an unspecified date after the Contract was signed
- \$15,486.00 due at the time of excavation
- \$21,294.00 due upon completion of pneumatically applied concrete pool shell
- \$1,935.00 due prior to application of interior finish/plaster

Although included in the total price of the pool, payments for the utilities and appurtenances were to be paid directly to the pertinent subcontractors.

8. The Contract did not contain a specific start or completion date. However, the Contract contained the following: “[the Respondent] shall apply for a building permit within 7 working days from the date of this contract. If contract requires financing, the building permit will be applied for within 7 working days after notification of approval of financing.

Construction shall be scheduled approximately 7 working days after permit has been obtained and shall be substantially completed approximately 35 working days after completion of excavation, weather permitting.”

9. The Claimant paid the Respondent \$38,780.00 as follows:

- \$3,000.00⁵ on October 15, 2014 (check #6213)
- \$15,486.00 on October 27, 2014 (check #4044)

⁵ The Claimant chose to make a \$3,000.00 deposit, instead of the agreed upon \$2,000.00 deposit.

- \$20,294.00⁶ on November 13, 2014 (check #4049)
10. The Claimant paid \$2,100.00 to TriStar Electric for electrical work.
 11. The Claimant paid \$5,348.00 to Santana's Design Build for decking and equipotential bonding.
 12. The Respondent began to perform work under the Contract on October 27, 2014.
 13. By November 2014, the Respondent had performed and satisfactorily completed the excavation and installation of the concrete shell.
 14. The Claimant has had no contact with the Respondent since November 2014.
 15. The Respondent never applied the interior finish to the pool.
 16. The Respondent did not provide or install any of the pool equipment.
 17. TriStar Electric satisfactorily completed the electrical work in March 2015.
 18. Santana's Design Build satisfactorily completed the decking and equipotential bonding in June 2015.
 19. In June 2015, a Santana's Design Build employee informed the Claimant that the Respondent would be filing for bankruptcy.
 20. In mid-June 2015, the Claimant called the Respondent's office during normal business hours, but no one answered his call. The Claimant left a voicemail message, but he did not receive a return phone call. The Claimant called the Respondent's office twice more that week, but was unable to reach anyone.
 21. In late-June 2015, the Claimant visited the Respondent's office during normal business hours, but the office was dark, the door was locked, and there was no sign of any employees.

⁶ In light of the extra \$1,000.00 previously paid for the deposit, this payment was \$1,000.00 less than the payment outlined in the payment schedule.

22. On August 11, 2015, the Claimant contracted with Arcadia Pools of Maryland (Arcadia Pools) to complete construction of the pool for a total price of \$15,023.00. Arcadia Pools agreed to perform all of the work not completed by the Respondent, with no upgrades or additional work.

23. Arcadia Pools completed the work on the pool, as specified by the contract, and the Claimant paid Arcadia Pools in full.

24. Arcadia Pools is a licensed home improvement contractor in Maryland.

25. In September 2015, the Claimant received a Notice of Chapter 7 Bankruptcy Case, informing him that the Respondent had filed for bankruptcy. The Claimant is not a party to the bankruptcy action.

26. The Claimant has not taken any action to recover monies for the Respondent's failure to complete the Contract work, other than the instant claim.

27. The Contract contains an arbitration clause. As of the date of the hearing, the Respondent had not advised the Claimant, the MHIC or the OAH that he intends to participate in arbitration of the issues underlying this Claim.

DISCUSSION

Bankruptcy Stay

As discussed in the Statement of the Case, the Respondent's attorney filed a January 20, 2017 letter with the OAH, requesting that the OAH stay this case on the basis that a bankruptcy trustee has been appointed by the United States Bankruptcy Court for the District of Maryland to administer the Respondent's bankruptcy estate. For the following reasons, I deny the motion to stay.

Under 11 U.S.C.A.⁷ § 362(b)(4), the filing of a bankruptcy petition “does not operate as a stay of the commencement or continuation of an action or proceeding by a governmental unit . . . to enforce such governmental unit’s or organization’s police and regulatory power, including the enforcement of a judgment other than a monetary judgment, obtained in an action or proceeding by the governmental unit to enforce such governmental unit’s or organization’s police and regulatory powers.” In an unpublished decision, the United States Bankruptcy Court for the District of Maryland held in *In re Michael Goodman*, No. 86-B-1700 (Bankr. D. Md., Aug. 28, 1987) (Order Granting Relief From Stay), that the automatic bankruptcy stay is not applicable to proceedings by homeowners to recover claims against the Maryland Home Improvement Guaranty Fund. See also *In the Matter of the Claim of Patrick Madden Against the Maryland Home Improvement Guaranty Fund for the Alleged Acts or Omissions of Chung Yi, t/a Chung Yi Construction and Design*, OAH No.: DLR-HIC-02-15-07570 (Issued August 27, 2015).⁸

In an analogous case, the United States District Court for the District of Maryland held that the Maryland Racing Commission’s police and regulatory power to suspend a debtor’s license as a horse trainer was not barred by or stayed under the bankruptcy code. See *In re Christmas*, 102 B.R. 447 (Bankr. D. Md. 1989). See also *International Resort and Beach Club*, 36 B.R. 189 (Bankr. D. S.C. 1983) (plaintiff’s claim seeking an award from South Carolina’s vacation time sharing recovery fund was an action by a governmental unit to enforce the unit’s police or regulatory power and was not subject to bankruptcy court’s jurisdiction or to the automatic bankruptcy stay). I am persuaded by the reasoning of these decisions that the Respondent’s bankruptcy filing does not require or warrant a stay of this proceeding against the Fund.

⁷ “U.S.C.A.” stands for “United States Code Annotated.”

⁸ Although, under rules applicable in Maryland courts, an unpublished opinion is neither precedent within the rule of *stare decisis* nor persuasive authority, I have discussed the aforementioned cases as I agree with the rationale of the decisions.

The Merits of this Case

Legal Framework

In this case, the Claimant has the burden of proving the validity of his claim by a preponderance of the evidence. Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3). “[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)).

A claimant 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) (2015);⁹ *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401. However, the Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney’s fees, court costs, or interest, and may not compensate a claimant for more than was paid to the original contractor. Md. Code Ann., Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(1).

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (a) the claimant resides in the home as to which the claim is made, or he owns no more than three dwelling places; (b) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the

⁹ Unless otherwise noted, all references to the Business Regulation Article hereinafter cite the 2015 Replacement Volume.

contractor's employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the claimant did not unreasonably reject the contractor's good faith effort to resolve the claim; (e) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (f) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (g) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), and (g), 8-408(b)(1); Md. Code Ann., Bus. Reg. § 8-101(g)(3)(i) (Supp. 2016).

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

Statutory Eligibility

The undisputed evidence in this case establishes there are no *prima facie* impediments barring the Claimant from recovering from the Fund. *Id.* The Claimant filed his Claim within three years of learning that the Respondent had filed for bankruptcy and would not be completing the work on his pool. The Claimant testified that the home improvement work at issue in this case concerned his pre-existing personal residence in Maryland, which is the only dwelling he owns; neither he or his wife were an employee, officer or partner of the Respondent and neither he, nor his wife are related to any of the Respondent's employees, officers or partners; the Respondent made no effort to resolve the claim in this matter; and the Claimant has not taken any other legal action to recover monies for the Respondent's failure to complete the pool.

The remaining prerequisite under section 8-405 of the Business Regulation Article is the requirement that the Claimant complies with the arbitration clause contained in the Contract before seeking compensation from the Fund.

In order to be enforceable, an arbitration clause in a home improvement contract must contain: (1) the name of the person or organization that will conduct the arbitration; (2) whether any mandatory fees will be charged to the parties for participation in the arbitration and include the fee schedule; (3) whether the arbitrator's findings are binding; *and* (4) a disclosure that, under Business Regulation Article, §8-405(c), Annotated Code of Maryland, a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any mandatory arbitration proceeding. COMAR 09.08.01.25A. In addition, the parties shall affix their initials and date immediately adjacent to any mandatory arbitration clause in a home improvement contract, at the time of execution of the contract. COMAR 09.08.01.25B.

The arbitration clause contained in the Contract states, in pertinent part, as follows:

Any controversy, action, claim, dispute, breach or questions of interpretation relating to or arising out of this contract shall be resolved by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

The costs of arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrators determine. The fees of arbitration to the person or company requesting the arbitration are as follows ...

(Testimony, Claimant).¹⁰

Based on the evidence in the record, I find that the arbitration clause fails to fully comply with the provisions of COMAR 09.08.01.25A. The arbitration clause does not contain the name of the person or organization that will conduct the arbitration, address

¹⁰ The arbitration clause is contained on the back of the Contract; however, the Claimant only submitted as evidence a copy of the front of the Contract. The Claimant had the original Contract in his possession at the hearing, and on cross-examination, counsel for the Fund asked that the Claimant read the arbitration clause into the record. This is the entirety of what the Claimant read into the record.

whether the arbitrator's findings are binding, or include a disclosure that a claim against the Fund shall be stayed until completion of any mandatory arbitration proceeding.

COMAR 09.08.01.25A. I also note that since there is not a physical copy of the portion of the Contract containing the arbitration clause in evidence and the record is otherwise silent on the matter, there is no evidence that the parties initialed and dated the portion of the Contract containing the arbitration clause. COMAR 09.08.01.25B. Failure to comply with any one of the provisions of COMAR 09.08.01.25A or B is sufficient to render an arbitration clause unenforceable. *See* COMAR 09.08.01.25A, B. Since the arbitration clause contained in the contract is unenforceable, the Claimant is not required to comply with the clause and it was appropriate for the MHIC to forward this Claim for a merits hearing.¹¹

Was the Home Improvement Unworkmanlike, Inadequate or Incomplete?

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. There is no allegation that the home improvement work performed by the Respondent was either unworkmanlike or inadequate. However, the undisputed evidence establishes that the Respondent failed to complete installation of the pool, as provided in the Contract. The Claimant paid the Respondent nearly the entire amount owed under the Contract and the Respondent essentially left the Claimant with a large, concrete-coated

¹¹ COMAR 09.08.03.02E provides that when a contract between a claimant and a contractor requires that all contract disputes be submitted to binding arbitration, the claimant shall either submit their dispute to binding arbitration as required by the contract; or provide evidence to the MHIC that the claimant has made good faith efforts to bring the dispute to binding arbitration which the contractor has either rejected or not responded to. Since the arbitration clause in this case does not indicate that arbitration would be binding, I find that this regulation does not apply.

I note that the Respondent never advised the Claimant, the MHIC or the OAH of any intention to participate in arbitration of the issues underlying this Claim. Although the Respondent sought to stay this proceeding based on its pending bankruptcy action, the Respondent never sought to stay the Claim based on the arbitration clause. Even if I were to assume the arbitration clause was binding, I find that by failing to take any action to enforce the arbitration clause, the Respondent has waived any right to arbitration that might have otherwise existed.

hole in the ground, with pipes and ports. The Respondent failed to apply the interior finish to the pool and install the pool equipment. After abandoning the job, the Respondent went out of business and filed for bankruptcy.

The Claimant testified that in June 2015, an employee for one of the subcontractors on the job informed him that the Respondent planned to file for bankruptcy. Shortly thereafter, the Claimant attempted to call the Respondent. After three unsuccessful attempts at reaching the Respondent by telephone, he visited the Respondent's office and found it closed during normal business hours. Several weeks later, he contracted with Arcadia Pools to complete the pool, using the same specifications contained in his Contract with the Respondent. *See* CL Ex. 3. Although the Claimant did not present photos of the unfinished pool, I find his testimony combined with the Arcadia Pools contract which includes the same pool equipment and interior finish specifications as the Claimant's Contract with the Respondent, as well as cancelled checks to Arcadia Pools (totaling \$15,023.00), is sufficient evidence that the pool was left incomplete by the Respondent. *See* CL Exs. 3 and 4. Surely, if the Respondent had completed the pool, the Claimant would not have paid such a large sum to another company for the exact same work.

I thus find that the Claimant is eligible for compensation from the Fund.

Amount of Actual Loss

Having found eligibility for compensation I now turn to the amount of the award, if any, to which the Claimant is entitled. MHIC's regulations provide three formulas for measurement of a claimant's actual loss. COMAR 09.08.03.03B(3). The following formula offers an appropriate measurement to determine the amount of actual loss in this case:

If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract,

less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c).

In this matter, the Claimant paid the Respondent and subcontractors directly, and also incurred costs over and above the Contract to complete the pool. I find that the amount paid to Arcadia Pools to complete the Contract is reasonable, as Arcadia Pools completed the pool, using the same specifications contained in the Contract with the Respondent.

These costs are reflected in the following calculation:

Amount paid to Respondent	\$38,780.00
Amount paid to TriStar	+ \$ 2,100.00
Amount paid to Santana's Design Build	+ \$ 5,348.00
<u>Amount required to complete Contract</u>	<u>+ \$15,023.00</u>
TOTAL	\$61,251.00
<u>Contract Price</u>	<u>- \$48,163.00</u>
Actual Loss	\$13,088.00

The amount of the Claimant's actual loss is within the statutory cap on claims against the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (e)(5). Thus, the Claimant's recovery is for the full amount of his actual loss, \$13,088.00.

This case is only one of many against the Respondent. Section 8-405(e)(2) of the Business Regulation Article provides for a statutory cap of \$100,000.00 to cover all claimants for the acts or omissions of one contractor, unless the contractor reimburses the Fund. Thus, although I recommend an award of \$13,088.00 to the Claimant, this award may be limited by the statutory cap of section 8-405(e)(2).

PROPOSED CONCLUSION OF LAW

I conclude that the Claimant has sustained an actual and compensable loss as a result of the Respondent's acts and omissions, and that an appropriate award in this case is \$13,088.00, subject to any limitations imposed by section 8-405(e)(2) of the Business Regulation Article. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,088.00, unless otherwise limited by section 8-405(e)(2) of the Business Regulation Article; 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;¹² and

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

Signature on File

July 14, 2017
Date Decision Issued

JAN/sw
167693

Jennifer A. Nappier
Administrative Law Judge



¹² See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

MEMORANDUM FOR THE RECORD

TO: SAC, [illegible]

FROM: [illegible]

SUBJECT: [illegible]

[illegible text]

ADMINISTRATIVE

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

PROPOSED ORDER

WHEREFORE, this 21st day of August, 2017, 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
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION

HARVARD UNIVERSITY

Under the terms of the agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of the United States of America has agreed to provide the Government of the United Kingdom of Great Britain and Northern Ireland with the right to use the information contained in the documents described in the schedule attached hereto for the purposes specified in the schedule.

IN WITNESS WHEREOF, the President of the United States has hereunto set his hand and the Seal of the United States at Washington, this _____ day of _____, 19____.