IN THE MATTER OF THE	*	**BEFORE ROBERT F. BARRY,**
CLAIM OF WILLIAM HERD,	*	**AN ADMINISTRATIVE LAW JUDGE**
CLAIMANT,	*	**OF THE MARYLAND OFFICE**
AGAINST THE MARYLAND HOME	*	**OF ADMINISTRATIVE HEARINGS**
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS	*	
OR OMISSIONS OF	*	
RUHL HEFFNER JR.,	*	**OAH No.: DLR-HIC-02-18-26906**
TRADING AS	*	**MHIC FILE No.: 17(75)1137**
ADVANCE REMODELING, INC.,	*	
RESPONDENT	*	

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

PROPOSED DECISION

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STATEMENT OF THE CASE

On June 15, 2017, William Herd (Claimant) filed a claim against the Maryland Home Improvement Commission (Commission) Guaranty Fund (Fund) for reimbursement for an actual loss allegedly suffered as a result of a home improvement contract with Ruhl Heffner Jr., trading

as Advance Remodeling, Inc. (Respondent).[1] On August 17, 2018, the Commission issued a Hearing Order; on August 22, 2018, the Commission transmitted the case to the Office of Administrative Hearings (OAH).

On April 3, 2019, I held a hearing at the OAH, 11101 Gilroy Road, Hunt Valley, Maryland 21031. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(a), (c)(2)(i) (2015).[2] The Claimant and the Respondent represented themselves. Eric London, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund.

The contested-case provisions of the Administrative Procedure Act; the Department's and the Commission'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. 2018); Code of Maryland Regulations (COMAR) 09.08.02.01B, COMAR 09.01.03, and COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss arising from the Respondent's unworkmanlike performance on a home improvement contract?

2. Did the Claimant unreasonably reject the Respondent's good faith efforts to resolve the Claimant's claim against the Fund?

3. If the answer to question one is yes and the answer to question two is no, what, if any, compensation may the Claimant recover from the Fund?

[1] The Commission's licensing records indicate that the Respondent holds an individual home improvement license and that he trades as Advance Remodeling, Inc., which the Commission, despite the indication that Advanced Remodeling is a corporation, lists as a sole proprietorship. For purposes of the proposed decision, I will treat Mr. Ruhl as the sole Respondent, with no corporate entity holding a home improvement license.

[2] Unless otherwise noted, all references to the Business Regulation Article cite the 2015 Replacement Volume.

SUMMARY OF EVIDENCE

Exhibits

I admitted three exhibits into evidence on behalf of the Claimant:

CLAIM. #1 - Photograph of the Claimant's basement

CLAIM. #2 - Photograph of the Claimant's sump pump

CLAIM. #3 - The Claimant's summary of his claim for reimbursement from the Fund

The Respondent did not submit any exhibits.

I admitted six exhibits into evidence on behalf of the Fund:

FUND #1 - Notice of Hearing for February 12, 2019 and Hearing Order, August 17, 2018

FUND #2 - Notice of Hearing for April 3, 2019

FUND #3 - Respondent's licensing history with the Commission, February 11, 2019

FUND #4 - Complaint filed by the Claimant against the Respondent, April 21, 2017

FUND #5 - Home Improvement Claim, June 15, 2017, with cover letter from the Commission to the Respondent, June 22, 2017

FUND #6 - Invoice, Len the Plumber, February 18, 2016

Testimony

The Claimant testified on his own behalf.

The Respondent did not testify or present any other witnesses.

The Fund did not present any witnesses.

FINDINGS OF FACT[3]

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

1. The Respondent has been licensed by the Commission as an individual home improvement contractor under registration number 01-13337 since June 18, 1982.

2. The Claimant owns and resides in a house located on Chestnut Avenue in Baltimore.

3. In or about July 2015, the Claimant and the Respondent entered into an agreement whereby the Respondent would create and then finish a basement addition to the Claimant's house for $70,000.00.

4. Pursuant to the parties' agreement, the Respondent had to excavate dirt under the crawl space below the Claimant's house, install footings and a foundation, erect exterior walls, erect interior framing, and install drywall.

5. Pursuant to the parties' agreement, the Respondent also had to install a sump pump and drain line.

6. The Respondent did not hire a plumber to install the sump pump and drain line, but instead had masons who were constructing the basement install the sump pump and drain line.

7. The masons installed the drain line by running it away from the house at or near ground level, thus exposing the line and water in it to freezing temperatures.

[3] These findings of fact, which are based primarily on the Claimant's testimony, are very limited. Despite several reminders from me and the Fund's attorney that he had to prove the basis for his recovery from the Fund and his actual loss, the Claimant presented only limited testimony, two photographs, and a summary of his alleged loss. He did not present, for example, any home improvement contracts with or proof of payments to the Respondent. Nor did the Claimant submit any invoices for work performed to restore, repair, replace, or complete the Respondent's allegedly unworkmanlike performance. The Fund submitted one such invoice.

8. The Claimant paid the Respondent approximately $2,500.00 for installation of the sump pump and drain line.

9. The Claimant and the Respondent later entered into another agreement whereby the Respondent would complete other work, including the construction of an exit from the basement to the Claimant's porch, for $30,000.00.

10. In or about September or October 2016, with work still to be performed on the home improvement contracts, and with the Respondent seeking additional funds to complete that work, the Claimant dismissed the Respondent.

11. The Claimant hired Anderson Homeworks to complete work remaining on his home improvement contract with the Respondent and to perform other work not part of that contract.

12. In December 2016, during a period of below-freezing temperatures, the drain line for the Claimant's sump pump froze outside the Claimant's house. The frozen drain line caused the sump pump's check valve, which is designed to prevent water from running back into the sump pump, to come apart, which in turn caused approximately two feet of water to enter into the Claimant's basement.

13. The flooding caused extensive damage to the basement's interior walls and carpet.

14. The Claimant received approximately $11,000.00 for a claim for damages under his homeowner's insurance policy.

15. On December 18, 2016, the Claimant paid Len the Plumber $1,729.00 to reconnect the check valve on the sump pump, reset the GFI plug, remove the existing drain line, and install a new drain line.

DISCUSSION

Fund Claim

A homeowner "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). An "'actual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." *Id.* § 8-401. The Commission may not award from the Fund an amount for consequential damages, *id.* § 8-405(e)(3), which are losses that result indirectly from any unworkmanlike, inadequate, or incomplete home improvement, such as the cost of restoration of a flooded basement. The Commission may deny a claim if it finds that "the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim." *Id.* § 8-405(d).

A claimant has the burden of proof at a Fund hearing. *Id.* § 8-407(e)(1). In the circumstances presented here, the Claimant has the burden to establish that: (1) the Respondent performed an unworkmanlike, inadequate, or incomplete home improvement; (2) the Claimant had an actual loss due to the costs of restoration, repair, or replacement of the home improvement; and (3) the Claimant did not unreasonably reject the Respondent's good faith efforts to resolve the claim. As explained below, I find that the Claimant met his burden of proof only as to the installation of the sump pump and drain line.

Unworkmanlike, inadequate, or incomplete home improvement

The Claimant asserted that the Respondent performed an unworkmanlike home improvement, primarily concerning the installation of the sump pump and drain line. The Claimant alleged that the Respondent did not hire a plumber to install the sump pump and drain line, but instead had masons who were constructing the basement install the sump pump and

drain line. The Claimant further alleged that the masons improperly installed the drain line by running it away from the house at or near ground level, thus exposing the line and any water in it to freezing temperatures. The Claimant testified that he paid the Respondent "in the neighborhood" of $2,500.00 (out of the initial contract price of $70,000.00) for installation of the sump pump and drain line. On December 18, 2016, after his basement flooded, the Claimant paid Len the Plumber $1,729.00 to reconnect the check valve on the sump pump, reset the GFI plug, remove the existing drain line, and install a new drain line.[4] The plumber commented on the invoice that the check valve, which is designed to prevent water from running back into the sump pump, blew apart due to the long drain line freezing and preventing water from running through the drain line.

The Respondent, through cross-examination, tried to impeach the Claimant's testimony concerning who installed the sump pump and drain line and how the drain line wound up being extended away from the house. The Respondent suggested in his questioning that a plumber might have installed the sump pump when the Claimant wasn't looking. The Claimant responded convincingly that he watched the "masons" install the sump pump. The Respondent also suggested in his questioning that the Claimant insisted on the drain line being extended away from the house. The Claimant denied the suggestion and testified reasonably that the Respondent was responsible for the proper installation of the drain line.

As noted above, the Respondent did not testify; nor did he present testimony from Irwin Ehudin, the salesman who dealt with the Claimant on this home improvement contract. The Respondent presumably could have proven quite easily that he used a plumber to install the sump pump and drain line if he had done so. The Respondent's failure to present evidence to

[4] The invoice indicates that the Claimant paid Len the Plumber a total of $1,729.00, which is the estimate for the work on the drain line. The invoice also includes an estimate of $262.00 for work on the check valve and GFI plug. There is no explanation on the invoice how the total price of $1,729.00 was calculated.

rebut the Claimant's testimony tends to corroborate the Claimant's testimony that no plumber was involved in installing the sump pump and drain line. I also concur with the Claimant's position that the Respondent, as the licensed contractor, was responsible for proper installation of the drain line.

The Claimant's Other Claims for Reimbursement from the Fund

The Claimant presented the following summary of his other claims for reimbursement from the Fund:

Anderson Basement	$7,900.00
Carpet	$1,270.00
Frozen Shed Lines	$3,403.38
Porch Costs:	
Front Railing	$1,300.00
Remove Splattered Cement, Paint, and Stain	$400.00
Replace Bushes	$75.00
Repair Steel Door (Unanodized and Paint)	$200.00

Most of the items on the Claimant's list are not subject to an award from the Fund. As noted above, an actual loss means "the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401. This means that any loss must be related to the home improvement contract at issue. The Claimant conceded that his home improvement contract with the Respondent did not include any purchase or installation of carpeting, or any work on shed lines, which the Claimant explained were outside water lines. So the Claimant cannot receive any award for new carpet or for damage to his shed lines. Additionally, as also noted above, the Commission

may not award from the Fund an amount for consequential damages, such as the cost of restoration of a flooded basement. *Id.* § 8-405(e)(3). The payment to Anderson Basement to restore damage from the flood caused by the frozen drain line is not reimbursable from the Fund. The amount the Claimant paid for removal of splattered cement, paint, and stain to clean up the Respondent's work, and the amount he paid to replace bushes allegedly damaged by the Respondent, are also not reimbursable because those payments were for consequential damages.

As to the front railing, the Claimant testified that during excavation, the Respondent removed an existing pressure-treated-wood railing from the Claimant's porch and disposed of it. The Claimant testified that he wanted the railing to be put back, not disposed of. This part of the claim is perhaps technically reimbursable; however, without a home improvement contract to refer to, or testimony from the Claimant on the issue, I cannot determine what the Respondent's contractual obligation concerning the front railing was. Nor can I determine what portion of the amount of the home improvement contract, if any, concerned the front railing. If the home improvement contract did not mention the front railing and the Respondent mistakenly disposed of the wood then the replacement of the railing would be a non-reimbursable amount for consequential damages. The same analysis applies to the steel door. The Claimant testified that the Respondent was required to provide an anodized steel door, but instead installed an unanodized steel door, which the Claimant had to have reinstalled and painted. Again, I cannot determine what portion of the amount of the home improvement contract concerned the steel door.

Respondent's Good Faith Efforts to Resolve the Claim

The Commission may deny a claim if it finds that "the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim." Bus. Reg. § 8-405(d). By statute, the Commission shall review a claim and any response to it and may investigate the claim. *Id.* § 8-407(c)(1). On the basis of its review and any investigation, the Commission may set the matter for a hearing or dismiss the claim if the claim is, in pertinent part, legally insufficient. *Id.* § 8-407(c)(1), (2)(ii). The Commission's regulations provide that a Commission hearing board, upon consideration of the claim, any response from the contractor, and any response by the claimant to the contractor's response, "may dismiss a claim as legally insufficient if the claimant has unreasonably rejected good faith efforts by the contractor to resolve the claim." COMAR 09.08.03.02D(3)(c). That regulation indicates that a claimant's unreasonable rejection of good faith efforts by the contractor to resolve the claim makes the claim legally insufficient.

The cited statute and regulation, neither of which mentions a hearing, create some ambiguity whether the matter of unreasonable rejection of good-faith efforts is solely a hearing board issue before a hearing, or part of a contested-case hearing. I find that the statute itself provides sufficient authority for me to review whether the Claimant rejected good-faith efforts by the Respondent to resolve the claim, and to dismiss the claim if he did. As in this case, the resolution of the unreasonable rejection of good faith efforts issue is likely to require testimony and credibility determinations. For those cases that a hearing board cannot decide the issue on written submissions, the unreasonable rejection of good faith efforts issue can only be resolved at a hearing.

Both the Respondent and the Fund asserted that the Claimant rejected the Respondent's good-faith efforts to resolve the claim and moved that I dismiss or deny the Claimant's claim. (The Fund actually argued that the Claimant had to make a good-faith effort to give the Respondent an opportunity to repair the sump pump and drain line, thus switching the good-faith requirement from the Respondent to the Claimant.) The Respondent argued that the Claimant, pursuant to a warranty the Respondent said he provided the Claimant, should have let the Respondent back into his house to repair the sump pump and to install a proper drain line. The Claimant testified that after the flooding he did not want the Respondent back into his house, so he did not contact the Respondent.

There is no real guidance as to what good-faith efforts to resolve a claim are or when a homeowner justifiably can say that he no longer wants to allow a contractor into his home. Frankly, I find the Claimant's reluctance to deal with the Respondent concerning the sump pump and drain line to be reasonable. The relationship between the Claimant and the Respondent broke down in September or October 2016, and the flooding in December 2016 only exacerbated the ill feelings between the parties, so I understand the Claimant's reluctance to look to the Respondent for help. I also note that it is unclear from the record whether the Respondent knew about the flooded basement, but it is clear that the Respondent never made any offer to remediate his work concerning the sump pump and drain line. The Respondent has not even conceded that his installation of the sump pump and drain line was defective. So the Respondent's suggestion during the hearing that he was prepared in December 2016 to remediate his work on the sump pump and drain line does not strike me as credible. The Claimant did not unreasonably reject any good faith effort on the part of the Respondent to resolve the issue concerning the sump pump and drain line.

Actual loss due to the costs of restoration, repair, or replacement

COMAR 09.08.03.03B, which governs the calculation of awards from the Fund, provides, in pertinent part, as follows:

B. Measure of Awards from Guaranty Fund.

. . .

(2) The Fund may only compensate claimants for actual losses they incurred as a result of misconduct by a licensed contractor.

(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.

(c) 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.

(4) The Commission may not award from the Fund an amount in excess of the amount paid by or on behalf of the claimant to the contractor against whom the claim is filed.

This particular claim requires a unique measurement of the Claimant's actual loss. While the Claimant presented very little evidence, he testified credibly that his home improvement contract with the Respondent provided for a payment of approximately $2,500.00 for the sump

pump and drain line, which were installed in an unworkmanlike manner. The Claimant is entitled to be reimbursed for the amount he paid to repair the Respondent's work. That amount is the $1,729.00 the Claimant paid Len the Plumber to remove the existing drain line and install a new drain line.

The Fund argued that pursuant to the above-cited regulation, specifically subsection B(3)(c), which refers to a "contractor," any award from the Fund must be for payments made to a licensed home improvement contractor. *See* Md. Code Ann., Bus. Reg. § 8-101(c) (Supp. 2018) ("'Contractor' means a person, other than an employee of an owner, who performs or offers or agrees to perform a home improvement for an owner."). According to the Fund, the Claimant cannot be reimbursed for a payment made directly to a plumber who was not retained by a licensed home improvement contractor.

I am not recommending an award under COMAR 09.08.03.03B(3)(c). Instead, I am recommending an award under the "unique measurement" language of the regulation, which does not expressly require a claimant to have retained a licensed home improvement contractor. The Claimant paid $1,729.00 to a plumber, a member of a profession exempt from the home improvement licensing requirement, Md. Code Ann., Bus. Reg. § 8-301(c)(4) (Supp. 2018), to repair the Respondent's unworkmanlike installation of the sump pump and drain line. It would be illogical, unfair, and inconsistent with the Fund's remedial purpose to deny the Claimant an award from the Fund because he did not retain a licensed home improvement contractor to in turn hire a plumber.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude:

(1) the Claimant suffered an actual loss as a result of the Respondent's acts and omissions, specifically his unworkmanlike installation of a sump pump and drain line. Md. Code Ann., Bus. Reg. § 8-401;

(2) the Claimant did not unreasonably reject the Respondent's good-faith efforts to resolve the Claimant's claim against the Fund. Md. Code Ann., Bus. Reg. § 8-405(d);

(3) the Claimant is entitled to recover an award of $1,729.00 from the Fund. Md. Code Ann., Bus. Reg. § 8-405(a); COMAR 09.08.03.03B(3).

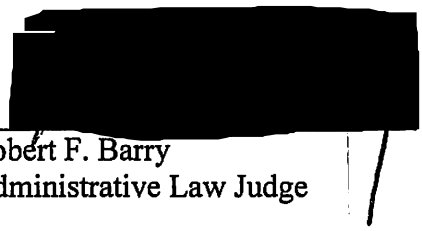
RECOMMENDED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Claimant be awarded $1,729.00 from the Maryland Home Improvement Guaranty Fund; and

ORDER that the Respondent remain 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 at least ten percent (10%) as set by the Commission, Md. Code Ann., Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a) (2015); and

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



July 1, 2019
Date Decision Issued

Robert F. Barry
Administrative Law Judge

RFB/kdp
#179250

PROPOSED ORDER

WHEREFORE, this 30th day of July, 2019, 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.

Michael Shilling

Michael Shilling
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION

IN THE MATTER OF THE CLAIM OF WILLIAM HERD	*	**MARYLAND HOME IMPROVEMENT COMMISSION**
	*	
	*	
AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF RUHL HEFFNER t/a ADVANCE REMODELING, INC.	*	**MHIC CASE NO. 17(75)1137** **OAH CASE NO. DLR-HIC-02-18-26906**
	*	

* * * * * * *

FINAL ORDER

This matter was heard before an Administrative Law Judge ("ALJ") of the Office of Administrative Hearings ("OAH") on April 3, 2019. Following the evidentiary hearing, the ALJ issued a Proposed Decision on July 1, 2019, concluding that the homeowner William Herd ("Claimant") suffered an actual loss of $1,729.00 as a result of the acts or omissions of Ruhl Heffner t/a Advance Remodeling, Inc. ("Contractor"). *OAH Proposed Decision* p. 14. In a Proposed Order dated July 30, 2019, the Maryland Home Improvement Commission ("MHIC") affirmed the Proposed Decision of the ALJ to award $1,729.00 from the Guaranty Fund. The Claimant subsequently filed exceptions of the MHIC Proposed Order.

On November 7, 2019, a hearing on the exceptions was held before a three-member panel ("Panel") of the MHIC. Both the Claimant and the Contractor were present without counsel. Nicholas Sokolow, Assistant Attorney General, appeared at the exceptions hearing to present evidence on behalf of the MHIC. The following five preliminary exhibits were offered by AAG Sokolow and admitted into evidence at the exceptions hearing: 1) July 1, 2019 OAH Proposed Decision, 2) July 30, 2019 MHIC Proposed Order, 3) Claimant's Written Exceptions, 4) September 4, 2019 Notice granting Claimant's Request for Postponement and resetting case to November 7, 2019, 5) Transcript of April 3, 2019 OAH Hearing.

On January 10, 2020, the Commission received a letter from the Claimant presenting

additional argument, which included a copy of the real property tax assessment on the Claimant's home. A copy of the letter and attachment does not appear to have been sent to the Contractor. The opportunity for the Claimant to submit evidence was at the hearing before OAH. Moreover, any argument he wished to present to the Commission in support of exceptions to the Proposed Order were to be submitted prior to the close of the exceptions hearing which was held on November 7, 2019. Pursuant to Code of Maryland Regulations ("COMAR") 09.01.03.09K, a party can make a request to the Commission to admit additional evidence on exceptions. This request, however, must be made 15 days prior to the exceptions hearing. COMAR 09.01.03.09L. Therefore, the Commission will not consider the Claimant's untimely letter and attachments in rendering its decision on this matter.

The ALJ in this case correctly limited his recommended award to the amount it cost the Claimant to replace the Contractor's unworkmanlike installation of the sump pump and drain line. *OAH Proposed Decision* p. 14. The ALJ cites the appropriate section of the Commission's statute that prohibits awards from the Guaranty Fund for consequential damages, found at Annotated Code of Maryland, Business Regulation Article, § 8-405(e)(3). *OAH Proposed Decision* pp. 6, 8-9. Pursuant to this provision, the Commission is unable to make an award for the consequential flood damage that resulted from the faulty installation of the sump pump and drain lines.

As for the ALJ's award for the $1,729.00 of repair work completed by a licensed plumber who otherwise may not have held a home improvement license, the Commission finds that such an award is still appropriate. *OAH Proposed Decision* p. 13. The Commission typically will not make an award when the homeowner hires an unlicensed home improvement contractor to correct or complete the work of the original licensed home improvement contractor who is the subject of the claim. One of the reasons for this policy is that the provision of home improvement work without the requisite license is a misdemeanor. Business Regulation Article, § 8-601(a)-(c). The

ALJ in this case, however, correctly notes that the licensed plumber is exempted from licensure as a home improvement contractor when conducting work that is otherwise authorized under his license as a plumber. *OAH Proposed Decision* p. 13; Business Regulation Article, § 8-301(c)(4). In such cases, if the licensed professional, hired by the homeowner to correct or complete the work of the original licensed home improvement contractor, is operating within an exemption from home improvement licensure found at § 8-301(c)(4), then the Commission will not bar the homeowner from recovery on the claim against the original licensed home improvement contractor for subsequently hiring a licensed professional who otherwise is lawfully permitted to complete the repair work.

The ALJ's decision is thorough, supported by the evidence in the record and correct as a matter of law. Having considered the parties' arguments, the evidence in the record and the OAH Proposed Decision, it is this **5th** day of **February 2020 ORDERED:**

A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;

B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**; AND

C. That the Proposed Decision and Order of the Administrative Law Judge is **AFFIRMED;**

D. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

I. Jean White

Chairperson –Panel
Maryland Home Improvement Commission