

**IN THE MATTER OF THE CLAIM
OF TAB CREEK DEVELOPMENT,
LLC,**

CLAIMANT

**AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR**

**OMISSIONS OF SHAWN WHITE, T/A
TRULY BLESSED HOME
IMPROVMENT, LLC**

RESPONDENT

*** BEFORE BRIAN ZLOTNICK,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS**

*** OAH No.: DLR-HIC-02-18-29580**

*** MHIC No.: 18 (75) 254**

*** * * * ***

PROPOSED DECISION¹

**STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
PROPOSED CONCLUSIONS OF LAW
RECOMMENDED ORDER**

¹ Code of Maryland Regulation 09.08.02.01B provides that “[a]ll contested case hearings delegated to the Office of Administrative Hearings shall be governed by COMAR 09.01.03.” COMAR 09.01.03.08 states:

A. Upon completion of the hearing, the ALJ shall submit a proposed decision to the administrative unit.

....

C. The proposed decision shall comply with the requirements of the Administrative Procedure Act and COMAR 28.02.01.22, and shall include:

- (1) Written findings of fact;
- (2) Proposed conclusions of law; and
- (3) A recommended order.

....

STATEMENT OF THE CASE

On October 27, 2017, Trevor S. Tolbert and Ryan Bolden, Managing Owners of Tab Creek Development, LLC (Collectively referred to as the Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$37,647.44 in alleged actual losses suffered by the Claimant as a result of a home improvement contract with Shawn White, trading as Truly Blessed Home Improvement, LLC (Respondent).

A hearing was originally scheduled for January 30, 2019 but was postponed due to liberal leave being declared due to inclement weather. The hearing was rescheduled and held before me on March 27, 2019, at the Office of Administrative Hearings (OAH), 11101 Gilroy Road, Hunt Valley, Maryland 21031. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015).² Ryan Bolden, pursuant to a Special Power of Attorney filed with the OAH on March 27, 2019, represented the Claimant.³ The Respondent did not appear for the hearing. Hope Sachs, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund. The Fund did not send a party representative.

The contested case provisions of the Administrative Procedure Act, the MHIC procedural 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) 09.01.03, 09.08.02.01B, and 28.02.01.

ISSUE

Did the Claimant sustain an actual loss compensable by the Fund as a result of any acts or omissions of the Respondent, and if so, what amount may the Claimant receive from the Fund?

² All citations to the Business Regulation article are to the 2015 volume.

³ See Md. Code Ann., State Gov't § 9-1607.1(a)(4)(i) and (b)(i) (2014).

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 - Notice of Hearing, January 31, 2019, with attached Hearing Order and signed Certified Mail receipt for the Respondent, delivered February 2, 2019
- GF Ex. 2 - MHIC Licensing Information for the Respondent, March 21, 2019
- GF Ex. 3 - Letter from the MHIC to the Respondent, November 27, 2017, with attached Claimant's Claim Form, received by the MHIC on October 27, 2017

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 - Contract, August 14, 2016
- Cl. Ex. 2 - Check from Claimant to Respondent for \$3,000.00, July 19, 2016
- Cl. Ex. 3 - Check from Claimant to Respondent for \$3,500.00, August 15, 2016
- Cl. Ex. 4 - Check from Claimant to Respondent for \$35,000.00, August 15, 2016
- Cl. Ex. 5 - Check from Claimant to Respondent for \$30,000.00, October 31, 2016
- Cl. Ex. 6 - Check from Claimant to Respondent for \$30,000.00, December 1, 2016
- Cl. Ex. 7 - Written statement from the Claimant, undated
- Cl. Ex. 8 - Check from Claimant to Respondent for \$4,200.00, February 23, 2017
- Cl. Ex. 9 - Contract/Proposal from IAM Associates, LLC, March 17, 2017
- Cl. Ex. 10 - A collection of checks from Claimant to IAM Associates, April 1, 11, 25, 2017; May 5, 23, 2017; and August 30, 2017, totaling \$25,520.00
- Cl. Ex. 11 - Home Depot Receipt Log for items purchased by Claimant for IAM Associates, totaling \$12,214.13
- Cl. Ex. 12 - A collection of receipts for services and items purchased by Claimant to complete the Contract, totaling \$8,783.70
- Cl. Ex. 13 - Letter from Respondent to the MHIC, September 13, 2017
- Cl. Ex. 14 - E-mail from the Respondent to the Claimant, April 17, 2017

No exhibits were offered by the Respondent.

Testimony

Ryan Bolden testified on behalf of the Claimant.

The Respondent was not present to testify or present witnesses.

The Fund did not present any witnesses.

FINDINGS OF FACT

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

1. In 2016, Ryan Bolden (Ryan) and Trever Tolbert (Trever) were the managing owners of Tab Creek Development, LLC which purchased 121 S. Poppleton Street, Baltimore, Maryland (Subject Property) as an investment property. Neither Ryan, nor Trever resided at the Subject Property.

2. At all times relevant to the subject matter of this hearing, the Respondent, who traded as Truly Blessed Home Improvement, LLC, was licensed as a home improvement contractor under MHIC license numbers 4734345 and 5067272.

3. The Respondent's address associated with its MHIC licenses is 5006 Barton Avenue, Baltimore, Maryland 21206.

4. On or about August 14, 2016, the Claimant and the Respondent entered into a contract for the renovation of the Subject Property (Contract). The Contract price was \$123,500.00.

5. The Claimant paid the Respondent \$105,700.00 as follows:

- \$3,000.00 on July 16, 2016
- \$3,500.00 on August 15, 2016
- \$35,000.00 on August 15, 2016
- \$30,000.00 on October 31, 2016
- \$30,000.00 on December 1, 2016
- \$4,200.00 on February 23, 2017

6. The Contract was for the renovation of the Subject Property which included the

following:

- Basement water proofing
- Remove paint to install brick
- Frame all interior walls to code
- Install six panel pre hung interior doors, build closets for all bedrooms
- Replace all windows and exterior doors
- Repair concrete in rear yard and level off area in basement
- Remove left fireplace and remove part of second fireplace
- Install drywall on all walls and ceilings
- Prime and paint entire unit
- Install wall to wall carpet in all bedrooms, stairs, and family room
- Install laminate wood flooring on main floor level and hallway
- Install ceramic tile in bathrooms
- Install mosaic backsplash for kitchen and bathrooms
- Perform plumbing work for three full bathrooms, one powder room and throughout entire house
- Install a new HVAC system
- Remove existing roof and install new roof
- Install electrical work throughout house and install insulation on all exterior walls and entire addition
- Pull all necessary permits
- Demolish existing structure, remove existing plumbing and wiring prior to start of Contract

7. The Respondent began working on the Contract in July 2016.

8. In February 2017 the Claimant inspected the Subject Property and found the

following conditions:

- Framing was incomplete
- No rough-in permits were secured for electrical work
- No plumbing or framing permits were secured
- HVAC system was not installed and HVAC duct work and vent piping were not done
- No doors installed
- Flooring work was not completed and the floor was not leveled
- Drywall work was not performed
- No electrical panels installed
- There was a hole in the basement floor

9. The Respondent admitted to the Claimant that the Claimant's payments were not solely spent on the Subject Property and that he had made mistakes. The Respondent asked for more money to finish the contract and correct the defects but the Claimant refused to pay the Respondent any more money.

10. The Respondent stopped working on the Contract in February 2017. The Claimant never asked the Respondent to stop working and instead requested the Respondent complete as much work as possible.

11. In February 2017 the Respondent and the Claimant agreed that a subcontractor should complete the Contract.

12. On March 17, 2017, the Claimant entered into a contract with IAM Associates, LLC (IAM) to complete the Contract for an estimated cost of \$34,090.00. This contract was to complete the Respondent's contract and did not include any extra items or services beyond the scope of the Contract. There is no evidence that IAM is licensed by the MHIC.

13. The Claimant paid IAM \$25,520.00 to complete the Contract.

14. The Claimant purchased \$12,214.13 of items from the Home Depot for IAM to complete the Contract.

15. The Claimant purchased \$5,045.30 of items from various suppliers for IAM to complete the Contract

16. The Claimant paid Precision Drywall and Painting, LLC, (Precision) \$4,000.00 to correct and finish the drywall portion of the Contract. There is no evidence that Precision is licensed by the MHIC.

17. On January 31, 2019, the OAH mailed a Notice of Hearing (Notice) by United States Postal Service (USPS) Certified Mail Return Receipt and by First Class Mail to the Respondent's personal address and business address, both located at 5006 Barton Avenue,

Baltimore, Maryland 21206. This Notice advised the Respondent that a hearing was scheduled for March 27, 2019, at 9:30 a.m., at the OAH in Hunt Valley, Maryland. The Certified Mail Return Receipt Notice was signed for on February 2, 2019. The First Class Mail Notice was not returned to the OAH by the USPS.

18. No party made a request to postpone the March 27, 2019 hearing.

19. Neither Ryan nor Trever is: a spouse or other immediate relative of the Respondent; an employee, officer, or partner of the Respondent; or an immediate relative of an employee, officer, or partner of the Respondent. The Respondent is not a member or employee of Tab Creek Development, LLC.

20. The Contract does not contain an arbitration clause.

21. Neither Tab Creek Development, LLC, Ryan, nor Trever has taken any action to recover monies for the Respondent's Contract work, other than the instant claim.

22. Tab Creek Development, LLC owns one other residential property in Maryland aside from the Subject Property.

DISCUSSION

The Respondent's failure to appear

As discussed in the Findings of Fact above, the OAH mailed the Notice regarding the date, time and location of this hearing to the Respondent to its MHIC address of record via both First Class and Certified Mail.

The First Class Mail Notice was not returned to the OAH by the USPS. The Certified Mail Notice was signed for on February 2, 2019.

On March 27, 2019, at 9:30 a.m., I convened a hearing in this case at the OAH. By 10:00 a.m., neither the Respondent, nor anyone claiming to represent the Respondent, appeared for the hearing. The OAH did not receive any request for postponement of the hearing.

The Respondent was properly notified of the date, time and location of this hearing. The Notice was mailed nearly two months before the scheduled hearing by both First Class and Certified Mail to the address the Respondent provided to the MHIC for both its business and the Respondent's primary residence. Md. Code Ann., Bus. Reg. § 8-312(d); *see also* Md. Code Ann., Bus. Reg. § 8-407(a) (the hearing notice shall be sent at least ten days before the hearing by certified mail to the business address of the licensee on record with the MHIC). Despite proper notice being sent, the Respondent failed to appear for the hearing. As a result, I proceeded with the hearing in the Respondent's absence.

Excluded claimants

Section 8-405 of the Business Regulation Article of the Maryland Annotated Code states, in pertinent part, as follows:

§ 8-405. Claims against Fund

(a) In general. -- Subject to this subtitle, an owner may recover compensation from the Fund for an actual loss that results from an act or omission by a licensed contractor or a violation of § 8-607(4) of this title as found by the Commission or a court of competent jurisdiction.

....

(f) Excluded claimants. --

(1) A claim against the Fund based on the act or omission of a particular contractor may not be made by:

- (i) a spouse or other immediate relative of the contractor;
- (ii) an employee, officer, or partner of the contractor; or
- (iii) an immediate relative of an employee, officer, or partner of the contractor.

(2) ***An owner may make a claim against the Fund only if the owner:***

- (i) resides in the home as to which the claim is made; or***
- (ii) does not own more than three residences or dwelling places.***

....

(Emphasis added.)

At the hearing, Ryan disclosed that in addition to owning the Subject Property, the Claimant only owns one other home through the LLC. It is undisputed that the Subject Property was an investment property and was not the residence of either Ryan or Trever. There was no

evidence regarding the number of properties owned individually by Ryan or Trever but at the outset of the hearing the Fund conceded that the Claimant was not in violation of § 8-405 because it stated that the LLC was the owner in this case, and not Ryan and Trever as individuals, and as such and in accordance with the Maryland Limited Liability Company Act (Title 4A of the Corporations and Associations Article), the only properties relevant under section 8-405(f)(2)(ii) are the properties owned by Tab Creek Development, LLC.

The Maryland Limited Liability Company Act provides that a LLC may own property and that the members of an LLC are not usually personally liable for the obligations of the limited liability company. *See* Md. Code Ann. Corps. & Assoc. § 4A-203(6) (2014) (an LLC may own an interest in real or personal property, wherever located) and Md. Code Ann., § 4A-301 (2014) (except as otherwise provided by this title, no member shall be personally liable, whether arising in contract, tort or otherwise, solely by reason of being a member of the limited liability company). *See also* Md. Code Ann., Corps. & Assoc. § 4A-302 (2014) (except in limited instances not applicable to this case, a member of a limited liability company is not a proper party to a proceeding by or against a limited liability company, solely by reason of being a member of the limited liability company).

It is clear that the Maryland Limited Liability Company Act generally provides that an LLC is a separate and distinct legal entity from the members therein, and therefore, I find the Fund's interpretation that only the residences owned by the LLC are relevant to a determination of whether a claim may be excluded under section 8-405(f)(2) of the Business Regulations Article to be reasonable and appropriate. In the present case, the evidence is that Tab Creek Development, LLC owned only one other property besides the Subject Property. Thus, the exclusion provided under section 8-405(f)(2) is not applicable to this case.

Merits of the Claim

A claimant bears the burden of proof, by a preponderance of the evidence, that it is entitled to an award from the Fund. Md. Code Ann., Bus. Reg. § 8-407(e); COMAR 09.08.03.03A(3); Md. Code Ann., State Gov't § 10-217 (2014). 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); *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.”). 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.

In this case, Claimant contracted with the Respondent in August 2016 to renovate the Subject Property which the Claimant had purchased as an investment property. The Contract was entered into on August 14, 2016, in the amount of \$123,500.00. The Claimant ultimately paid the Respondent a total of \$105,700.00.

The evidence does establish, however, that the Respondent failed to substantially complete the work for which he was responsible under the contract. The Respondent began working on the Contract in July 2016 but when Ryan went to the site in February 2017 he found an incomplete and unworkmanlike project. The framing was not finished, electrical, plumbing and framing permits were not secured, flooring work was not completed or leveled, drywall work was not performed, no doors were installed, no electrical panels were installed and there was a hole in the basement floor. The Respondent admitted to the Claimant that he had made mistakes and agreed in February 2017 that another contractor should complete the job. Therefore, by the Respondent's own admission, he was unable to finish the Contract and the Claimant was left with no choice but to hire another contractor to finish the project.

It is true that the contract did not include a completion date. "When an agreement is silent as to duration, a reasonable duration will be implied by the court. In determining what constitutes a reasonable duration, reference should be made to the subject matter of the agreement." *Lerner v. Lerner Corp.*, 132 Md. App. 32, 45 (2000). "When the parties to a bargain sufficiently defined to be a contract have not agreed with respect to a term which is essential to a determination of their rights and duties, a term which is reasonable in the circumstances is supplied by the court." *Stolt-Nielsen S.A. v. Animalfeeds Int'l Corp.*, 559 U.S. 662, 685 (2010) (quoting *Restatement (Second) of Contracts* § 204 (1979)).

Here, the Respondent was paid a substantial portion of the Contract price but after six months had failed to complete a large portion of the renovation. I conclude that by stopping work in February 2017, the Respondent failed to complete his contractually due performance within a reasonable time after the execution of the August 14, 2016 contract.

Based on the evidence presented, I find that the Claimant entered into the Contract with the Respondent, and paid the Respondent \$105,700.00, but that the Respondent failed to complete the Contract. The Respondent's failure to attend the hearing and present evidence, despite having received proper notice of this hearing, renders the Claimant's evidence uncontroverted.

As discussed above, a claimant may recover compensation from the Fund for an "actual loss" it suffers and an "actual loss" includes an "incomplete home improvement." Md. Code Ann., Bus. Reg. §§ 8-401, 8-405(a). Based upon the evidence in the record, I find that the Claimant contracted with the Respondent for the renovation of the Subject Property, that the Claimant paid the Respondent \$105,700.00, and that the Respondent admitted that he had made mistakes and the Claimant should hire another contractor to finish the job, thereby effectively

abandoning the Contract. Accordingly, I conclude that the Claimant did suffer an actual loss due to the Respondent's abandonment of the Contract.

As noted previously, the Claimant seeks recovery of \$37,647.44 from the Fund for an alleged actual loss sustained as a result of the Respondent's failure to complete the project. Of this amount, the Claimant is seeking \$25,520.00 it paid to IAM and \$4,000.00 it paid to Precision to finish the Contract. However, the Claimant's payments to IAM and Precision are not compensable from the Fund.

First, as a matter of public policy, payments to MHIC-unlicensed contractors like IAM and Precision are not compensable by the Fund. The Claimant admitted at the hearing that he was unaware if IAM or Precision were licensed by the MHIC. Further, neither Precision's invoice nor IAM's contract/proposal contained an MHIC license number. Therefore, I find that the Claimant has failed to establish that IAM and Precision were MHIC licensed contractors when it paid them to finish the Contract.

Legislative policy is designed to encourage contractors to be licensed and to discourage homeowners from using unlicensed contractors. The legislative policy is reflected in a number of ways: A homeowner may recover compensation from the Fund only for an actual loss resulting from an act or omission by a *licensed* contractor. Bus. Reg. §§ 8-401, 8-405(a). If the Respondent had not been licensed by the MHIC, the Claimant would have been barred from asserting its claim against the Fund. Moreover, if the Respondent had been unlicensed when he performed the work, he would have committed a misdemeanor crime and been subject to a fine of \$1,000.00 or imprisonment not exceeding six months, or both, for a first offense. *Id.* § 8-601 (Supp. 2018).

Additionally, Maryland appellate decisions offer some guidance on the treatment of unlicensed home improvement contractors. Because the Maryland home improvement law was

enacted for the protection of the public and mandates a licensing system to encourage contractors to be licensed and to discourage home owners from using unlicensed home improvement contractors, the courts, as a matter of public policy, will not enforce contracts made by or with unlicensed contractors. Long ago, in *Goldsmith v. Mfrs. ' Liability Ins. Co. of N.J.*, 132 Md. 283, 286 (1918), the Court of Appeals held:

[A] contract entered into by an unlicensed person, engaged in a trade, business, or profession required to be licensed, and made in the course of such trade, business, or profession, cannot be enforced by such person, if it appears that the license required by the statute is, in whole or in part, for the protection of the public, and to prevent improper persons from engaging in such trade, business, or profession.

See also Balt. St. Builders v. Stewart, 186 Md. App. 684, 706 (2009) (unlicensed contractor cannot enforce a home improvement contract with a homeowner); *Fosler v. Panoramic Design, Ltd.*, 376 Md. 118, 134 (2003) (homeowner can repudiate a contract made with a consultant if the consultant is performing a home improvement without a license). The purpose of the Fund is to compensate a homeowner for an actual loss resulting from an act or omission of a licensed home improvement contractor. Bus. Reg. § 8-405(a); COMAR 09.08.03.03B(2). The licensing of a contractor is an essential element, since as a matter of public policy, home improvement contracts executed by unlicensed individuals or entities are considered unlawful. MHIC dismisses claims filed against the Fund regarding acts or omissions of unlicensed contractors as legally insufficient.

When an award is granted, the Fund is entitled to reimbursement from the original contractor in the amount paid to a claimant, plus interest. Bus. Reg. § 8-410(a)(1)(iii). MHIC is also permitted to suspend a contractor's license until the Fund is reimbursed. *Id.* § 8-411(a). If the Fund were to grant reimbursement for the work performed by unlicensed contractors, it would be rewarding a claimant who was a party to an illegal contract with an unlicensed contractor at the expense of a licensed contractor who, although deficient, observed the licensing

requirements of the State. It would be improper for the Fund to act against public policy and condone a contract undertaken by a claimant with a party that the Fund considers in violation of the law.

The home improvement law requires contractors to be licensed; the Fund's position is based on policies designed to encourage homeowners to hire licensed contractors if they seek remedies under the law and to discourage contractors from working without a license. For these reasons, I must conclude that as a matter of law the Claimant's payments to IAM and Precision, unlicensed contractors, are not compensable from the Fund. *Id.* §§ 8-401, 8-405(a) and 8-601 (2015 & Supp. 2018).

However, I did find that the Claimant provided evidence of its purchase of materials from Home Depot and other vendors, totaling \$17,259.43, which were used by IAM and Precision to finish the Contract.

The Amount of Claimant's Actual Loss

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work and any repair. In this case, as the Respondent performed the work called for in the contract and the Claimant desires to have the work remedied by another contractor, the appropriate formula for measuring the Claimant's actual loss is found in COMAR 09.08.03.03B(3)(c):

[T]he . . . 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.

(Emphasis added.) In applying this formula, I also consider that the Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Md. Code Ann., Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). Further, a claimant's recovery is capped at \$20,000.00 for the 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. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a).

The price for the Contract work was \$123,500.00. The Claimant paid the Respondent a total of \$105,700.00. The Claimant's payments to IAM and Precision are barred from consideration thereby leaving only the amount of money the Claimant paid for materials (\$17,259.43) to have the Contract completed. Accordingly, the Claimant established a total reasonable amount of \$17,259.43 to complete and repair the Respondent's work.

Thus, applying the calculation in COMAR 09.08.03.03B(3)(c), the Claimant's actual loss is as follows:

	\$105,700.00	paid to the Respondent
+	<u>\$ 17,259.43</u>	reasonable costs to repair the Respondent's work
	\$122,959.43	
-	<u>\$123,500.00</u>	contract price
	\$ -540.57	actual loss

In this case, the Claimant is not an excluded claimant, it timely filed its claim, and the contract does not contain an arbitration provision. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), (g), 8-408(b)(1), (2); COMAR 09.08.03.02E, G. Accordingly, the Claimant is entitled to an award in the amount of its actual loss, however, that actual loss is less than zero, thus the Claimant is not entitled to an award from the fund.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual loss of \$-540.57 as a result of the Respondent's acts and omissions and is therefore not entitled to an award from the Maryland Home Improvement Guaranty Fund. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405(a), (e) (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

\$0.00.

Signature on File

June 18, 2019
Date Decision Issued

Brian Zlotnick *ECA*
Administrative Law Judge

BMZ/emh
#180529

PROPOSED ORDER

WHEREFORE, this 24th 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.

W. Bruce Quackenbush

***W. Bruce Quackenbush
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION