

IN THE MATTER OF THE CLAIM OF * BEFORE BRIAN ZLOTNICK,
CECELIA R. STEPP * AN ADMINISTRATIVE LAW JUDGE
AGAINST THE MARYLAND HOME * OF THE MARYLAND OFFICE
IMPROVEMENT GUARANTY FUND * OF ADMINISTRATIVE HEARINGS
FOR THE ALLEGED ACTS OR * OAH NO.: DLR-HIC-02-09-29674
OMISSIONS OF JOSEPH H. DORSEY * MHIC NO.: 08 (90) 1284
T/A DORSEY KUSTOM CARPENTRY. *
INC. *

* * * * *

RECOMMENDED DECISION

STATEMENT OF THE CASE
ISSUE
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On July 29, 2008, Cecelia R. Stepp (Claimant)¹ filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$16,344.00 for actual losses allegedly suffered as a result of home improvement work performed by Joseph H. Dorsey, t/a Dorsey Kustom Carpentry, Inc. (Respondent).

I held a hearing on February 1, 2010 in Westminster, Maryland and on March 23, 2010 in Laurel, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a) and 8-407(c)(2)(i) (2010). Hope Sachs, Assistant Attorney General, Department of Labor, Licensing and Regulation

¹ Cecelia Stepp was the individual that filed the claim; however her husband, Gregory R. Stepp, was also involved in the project. In the interest of clarity, I will refer to any interactions with either Cecilia or Gregory Stepp as an interaction with the Claimant.

(Department), represented the Fund. The Claimant was present at the hearing and was represented by P. Christian Dorsey, Esquire. The Respondent was also present and was represented by Wayne S. Goddard, Esquire.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the Office of Administrative Hearings (OAH) govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02.01, and 28.02.01.

ISSUE

Did the Claimant sustain an actual loss compensable by the Fund as a result of the acts or omissions of the Respondent?

SUMMARY OF THE EVIDENCE

Exhibits

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

- Cl Ex. 1 March 31, 2007 letter from Henry R. Willard, Jr. to the Claimant
- Cl Ex. 2 Construction Drawings/Architectural Plans by Mr. Willard
- Cl Ex. 3 July 22, 2007 contract between the Respondent and the Claimant
- Cl Ex. 4 Cancelled check from the Claimant to the Respondent, dated July 25, 2007, in the amount of \$2,315.00
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- Cl Ex. 6 Cancelled check from the Claimant to the Respondent, dated October 5, 2007, in the amount of \$10,640.00
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- Cl Ex. 8 Cancelled check from the Claimant to the Respondent, dated November 9, 2007, in the amount of \$2,642.00

- CI Ex. 9 Cancelled check from the Claimant to Potomac Valley Brick, dated October 10, 2007, in the amount of \$5,938.06
- CI Ex. 10 Invoice from Colonial Sash Door, dated October 15, 2007, indicating payment by the Claimant in the amount of \$5,442.51
- CI Ex. 11 Cancelled check from the Claimant to Potomac Valley Brick, dated October 22, 2007, in the amount of \$1,248.50
- CI Ex. 12 Cancelled check from the Claimant to Chaney Enterprises, dated October 23, 2007, in the amount of \$420.84
- CI Ex. 13 Cancelled check from the Claimant to Neff Electrical Service, dated December 4, 2007, in the amount of \$2,408.00
- CI Ex. 14 Cancelled check from the Claimant to A & J Commercial Cleaning, dated December 11, 2007, in the amount of \$475.00
- CI Ex. 15 Cancelled check from the Claimant to Neff Electrical Services, dated December 27, 2007, in the amount of \$1,040.00
- CI Ex. 16 This exhibit contains photographs taken on January 29, 2010 of the Claimant's home - labeled 16A through 16V were collectively admitted into evidence
- CI Ex. 17 Complaint Form, dated December 27, 2007, with attached three page narrative from the Claimant
- CI Ex. 18 District Court for Howard County case tracker printout, dated December 12, 2008
- CI Ex. 19 February 5, 2009 Order to Stay proceedings from the District Court for Howard County
- CI Ex. 20 May 22, 2008 Inspection Report from Energy Plus Group, Inc.
- CI Ex. 21A May 2008 photograph of steps leading to side of garage addition
- CI Ex. 21B May 2008 photograph of steps
- CI Ex. 22A May 2008 photograph of bench seat
- CI Ex. 22B May 2008 photograph of steps
- CI Ex. 23A May 2008 photograph of the framing above garage addition
- CI Ex. 23B May 2008 photograph of interior framing
- CI Ex. 24A May 2008 photograph of roof framing

CI Ex. 24B May 2008 photograph of structural framing of the addition

CI Ex. 25A May 2008 photograph of roof sheathing

CI Ex. 25B May 2008 photograph of roof sheathing near the L-beam

CI Ex. 26A May 2008 photograph of roof sheathing

CI Ex. 26B May 2008 photograph of roof sheathing

CI Ex. 27A Photograph of roof of addition

CI Ex. 27B Photograph of the gutter and roof on the addition

CI Ex. 28A Photograph of roof and gutter

CI Ex. 28B Photograph of the back of the addition

CI Ex. 29A This exhibit was not offered into evidence

CI Ex. 29B Photograph of subfloor

CI Ex. 30A Photograph of soffit portion of back corner area of the addition

CI Ex. 30B This exhibit was not offered into evidence

CI Ex. 31 January 18, 2008 invoice from K & K excavating

CI Ex. 32 February 2008 estimate from K & K excavating

CI Ex. 33 July 22, 2009 contract with Downs & Sons Masonry

CI Ex. 34 February 13, 2008 contract with Capstone

CI Ex. 35 May 13, 2008 estimate from Five Star Home Services

CI Ex. 36 May 20, 2008 estimate from Charm City Janitorial Services

CI Ex. 37 January 27, 2010 contract with Alcap Construction

CI Ex. 38 Contractor Issues, drafted by Energy Plus Group, Inc.

CI Ex. 39A Photograph of steel beam

CI Ex. 39B This exhibit was not offered into evidence

- Cl Ex. 40A Photograph of joist hanger
- Cl Ex. 40B Photograph of joist hanger
- Cl Ex. 41A Photograph of interior of second floor of addition
- Cl Ex. 41B Photograph of roof ridge vent
- Cl Ex. 42 Truss specifications from Spencer Construction

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

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- Fund Ex. 2 Hearing Order, dated August 13, 2009
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- Fund Ex. 4 July 30, 2008 letter from MHIC to Respondent with attached claim form

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- Rsp Ex. 3 Inspection Stickers
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- Rsp Ex. 5 December 11, 2007 Invoice for Draw #6
- Rsp Ex. 6 Budget for Claimant's garage
- Rsp Ex. 7 November 1, 2007 Invoice for Draw #5
- Rsp Ex. 8 December 11, 2007 Invoice for Draw #5
- Rsp Ex. 9 November 21, 2007 Invoice for Draw #6

Testimony

Cecelia R. Stepp testified on her own behalf and presented testimony from John Heyn, who was accepted as expert in residential construction and cost estimation. The Fund presented no witnesses. The Respondent testified on his own behalf and presented testimony of Phillip H. Dorsey, Residential Contractor² and Gregory Stepp.

FINDINGS OF FACT

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

1. At all times relevant, the Respondent was a licensed home improvement contractor under MHIC license numbers 3380851 and 3689553.
2. The Respondent's home improvement license expires May 30, 2010.³
3. On March 31, 2007, the Claimant met with Henry R. Willard, Jr. (Willard), an architect, to discuss her plans for an addition to her home. Willard prepared architectural plans for a two car garage addition to the Claimant's existing two car garage. Those plans were provided to the Respondent to allow him to bid on the job and to understand the scope of the project. The Claimant explained to the Respondent the aesthetic goal for the addition which was to match the existing home with the garage doors and roof lines blending seamlessly between the addition and the existing home.
4. After reviewing Willard's plans, the Respondent presented a contract (Contract) to the Claimant which they entered into on July 22, 2007. The Respondent never asked the Claimant or Willard for any clarification regarding the architectural plans. The Contract specified the following:

² The Respondent attempted to qualify himself and Phillip Dorsey as experts in the field of residential construction, but that request was objected to by the Fund and the Claimant and was ultimately denied by me on the record.

³ The hearing concluded on March 23, 2010, thus it's possible that the Respondent has updated his home improvement license to remain in effect after May 30, 2010.

- Build a 992 square foot garage
- Obtain all permits and inspections from Howard County
- Remove existing trees and dirt for new garage
- Contact BGE to relocate existing service
- Excavate for new garage footings
- Install block foundation per plans
- Pour concrete slab for new garage floor
- Frame new garage per plans
- Match existing floor level
- Install new windows and doors to match existing
- Shingles shall be TAMCO Heritage, natural timber
- Install brick around 3 sides of garage
- Customer to pick out exterior door and new garage doors
- Install new aluminum soffit and fascia where necessary
- Downspouts to match existing
- Provide electrical where necessary
- Install new steps and handrail to upstairs door
- Install new steps to driveway
- Repair and seed all disturbed areas
- No price for asphalt extension in this proposal

5. The amount of the Contract was \$78,315.00

6. The following deposit and draw schedule was agreed upon by the Respondent and the Claimant:

- Deposit - \$2,315.00 when proposal is signed
- Draw 1 - \$12,000.00 when trees and dirt are removed and footings are poured
- Draw 2 - \$12,000.00 when foundation is completed
- Draw 3 - \$12,000.00 when concrete slab is poured
- Draw 4 - \$10,000.00 when garage is framed with roof completed
- Draw 5 - \$10,000.00 when windows and shingles are installed
- Draw 6 - \$10,000.00 when brickwork is completed
- Draw 7 - \$10,000.00 when garage is completed, gutters installed, and yard finished

7. The Claimant paid the Respondent a deposit of \$2,315.00 on July 25, 2007.

8. The Respondent removed the trees and dirt from the Contract site and had the concrete footings poured. The concrete footings passed inspection and the Claimant paid the Respondent \$12,000.00 on September 20, 2007 for Draw #1.

9. The Respondent utilized a subcontractor to pour the concrete foundation. The Claimant paid the Respondent \$10,640.00 on October 5, 2007 for Draw #2.
10. The Respondent hired Clark Concrete and Construction to install the concrete slab. The Claimant was pleased with this work and paid the Respondent \$7,671.00 for Draw #3.
11. The Respondent and the Claimant agreed to allow the Claimant to make the following payments for materials and services as part of the Contract:
 - October 10, 2007 payment of \$5,938.06 to Potomac Valley Brick
 - October 15, 2007 payment of \$5,442.51 to Colonial Slash & Door
 - October 22, 2007 payment of \$1,248.50 to Potomac Valley Brick
 - October 23, 2007 payment of \$420.84 to Chaney Enterprises
 - December 4, 2007 payment of \$2,408.00 to Neff Electrical Service
 - December 11, 2007 payment of \$475.00 to A & J Commercial Cleaning
 - December 27, 2007 payment of \$1,040.00 to Neff Electrical Service
12. As part of the framing work for the garage, multiple sub flooring had to be installed to level the floor. This modification was agreed upon by the Claimant. As a result of the sub flooring modification, the trusses that were ordered in accordance with the architectural plans were two inches too big. The Respondent offered the Claimant the option of ordering new trusses, which would take two to three weeks for delivery, but the Claimant declined and allowed the Respondent to proceed. The Respondent assured the Claimant that he could fix the issue with the trusses and that once the roof work was completed no one would notice any difference in height between the existing garage and the new garage.
13. On November 9, 2007, the Claimant paid the Respondent \$2,642.00 for Draw #4.
14. The Respondent continued working from November 1, 2007 to December 11, 2007. The Respondent installed shingles and windows and submitted an invoice to the Claimant for

Draw #5 for \$10,000.00 on December 11, 2007 which indicated that the bill was 40 days past due. The Claimant did not make any payments to the Respondent for Draw #5.

15. The Respondent also completed the brickwork and submitted an invoice to the Claimant on November 21, 2007 for Draw #6 for \$9,000.00. The Claimant did not make any payments to the Respondent for Draw #6.

16. After the shingles and roof lines were completed, the Claimant informed the Respondent that the roof lines of the new and existing garages were not joined evenly. Respondent told the Claimant nothing could be done to fix that and it looked fine to him.

17. The Respondent stopped working on the Contract toward the end of December 2007. The Respondent spoke with the Claimant on January 1, 2008 and inquired about the payments for Draws 5 & 6. The Claimant indicated that she was not going to make any further payments to the Respondent until corrections to the roof were made. No further contact between the Respondent and the Claimant occurred after the January 1, 2008 conversation.

18. On January 29, 2010, John J. Heyn inspected the work completed by the Respondent and took twenty-two color photographs of the work.

19. Items not completed in compliance with the architectural plans are as follows:

- The foundation and brick face were not built to specified dimensions at the west elevation
- The post on the existing wall at the ridge was supposed to be 6"X6" but a 4"X6" post was installed by the Respondent. The other posts were supposed to be 6"X6" but 4"X4" posts were installed and do not have post caps
- The existing roof sheathing is 7/16" not 1/2" or 3/4" as specified

20. The following work performed by the Respondent was inadequate, incomplete, and unworkmanlike:

- The new truss peak at the highest elevation was 1.125" higher than the existing truss peak at its highest elevation
- The ridge that extends between the two peaks is out of level
- The porch roof framing is undersized
- The aluminum fascia and drip edge at the perimeter of this porch shows poor workmanship as installed
- The top plates on the steel beams in the garage are not treated lumber and are not mechanically attached to the steel
- The steel Lally columns in the garage are not adequately attached to the steel beam
- The "A" beam to the South wall rafters are 2"X12"s. These rafters have an excessive seat cut to accommodate the low pitch. The cut places the load on the toe not on the heel as required which could lead to total failure of this system.
- Beam bearing pocket on the South wall should have had four 2"X6" jacks below the beam
- There is no gap in the roof sheathing to allow for air flow with the ridge vent
- No lateral bracing at bottom cord of trusses
- Weep holes in the masonry are located in the wrong locations
- Framing hangers at the rear truss connection, bottom cord are inconsistent with the other hangers used
- The roof sheathing has been cut away to provide connections in various areas of the roof – these areas should be cut square
- The brick staircase to the right of the driveway is improperly built as the first step is 4.125" too high
- The "bluestone" seat next to the stairs does not have a slope towards the front edge resulting in water settling on the seat

21. The Claimant was dissatisfied with the Respondent's work and decided to employ other contractors to remedy the work that had been performed.

22. On January 18, 2008, the Claimant paid K & K Excavating, Inc., \$2,770.00 of which \$2,370.00 was for work within the scope of the Contract.
23. On July 22, 2009, the Claimant entered into a contract with Downs & Sons Masonry (Downs), MHIC License #91803, to perform masonry work within the scope of the Contract. The Claimant paid Downs \$3,000.00 for work within the scope of the Contract.
24. On February 13, 2008, the Claimant received an estimate from Capstone Home Improvements (Capstone) for work within the scope of the Contract (Trimming the garage door with Azek and framing the stairwell in the garage) in the amount of \$1,750.00. Capstone indicated it would charge \$150 to trim the garage door with Azek. Capstone is currently licensed by the MHIC under license numbers 80222 and 68502.
25. The Claimant has trimmed the garage doors with Azek on his own accord.
26. On May 13, 2008, Five Star Home Services, Inc., provided an estimate for work within the scope of the Contract (painting the walls of the garage) for \$1,650.00.
27. On May 20, 2008, Charm City Janitorial Services, Inc. provided an estimate in the amount of \$1,155.40 to vacuum dust created by the Respondent.
28. On January 27, 2010, Alcap Construction, Inc. (Alcap) provided a contract, in the amount of \$46,480.00, to repair the Claimant's roof system constructed by the Respondent within the scope of the Contract. Alcap is currently licensed by the MHIC under license number 4943.

DISCUSSION

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) (Supp. 2010). *See also* COMAR 09.08.03.03B(2). 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 (2010).

The burden of proof to establish a valid claim against the Fund rests with the Claimant. Md. Code Ann., Bus. Reg. § 8-407(e) (2010). Additionally, a contractor found to have caused an actual loss must reimburse the Fund for any money it has paid to compensate a claimant or claimants for that loss, plus annual interest assessed by law. Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2004).

For the reasons discussed below, I find that the Claimant has met her burden to prove that the Respondent performed an inadequate and unworkmanlike home improvement. Md. Code Ann., Bus. Reg. §§ 8-401 and 8-407(e). In the instant case, the Fund also argued that that the Respondent performed unworkmanlike work and the Claimant is entitled to recovery from the Fund.

In this case, the Respondent was a licensed home improvement contractor at the time he and the Claimant entered into the contract. The Claimant testified credibly and provided detailed documents and pictures to support the claim. The Respondent argued that he completed the work in accordance with the contract, and that if given the chance, he could have made corrections to any identified defects in his work. I do not agree.

To establish the merits of his claim, the Claimant presented testimony from Mr. Heyn, who was accepted as an expert in residential construction and cost estimation. Mr. Heyn opined that the work performed on the project was substantially completed but contained many defects and numerous items that did not comply with the plans for the project. As a result of the inspection he performed on January 29, 2010, Mr. Heyn concluded that the work was in need of

repair due to unsatisfactory workmanship by the Respondent. The photographs taken by Mr. Heyn during the inspection illustrate the inadequate nature of the Respondent's work.

Mr. Heyn opined that some of the Respondent's work with regard to the installation of the roof system for the garage addition was not professionally done and did not comport with industry standards. Some of the defects were not merely aesthetic, but structurally deficient. For example, there is no gap in the roof sheathing to allow for proper air circulation. He also indicated that the top plates on the steel beams in the garage are not treated lumber and are not mechanically attached to the steel. He further indicated that the aluminum fascia and drip edge at the perimeter of the porch demonstrates poor workmanship. Further, the roof sheathing was cut away to provide connections in various areas of the roof when those areas should have been cut in squares.

However, the most glaring defect cited by Mr. Hein was that the roof trusses had been cut in order to fit within the framing of the garage roof. The Respondent argued that he had to modify the flooring of the garage to make it level with the existing garage and this resulted in changing the height of the addition. As a result, the trusses that were ordered in accordance with the plans were too long. The Respondent asserted that when he realized this defect that he spoke with the Claimant and explained that he could re-order new trusses but that would delay the project by a few weeks. The Respondent argued that the Claimant authorized him to use the trusses as is and to make any necessary repairs. Mr. Hine opined that the trusses should never be cut or altered in any manner as that could affect the ability to absorb loads it was designed to carry. The Respondent vigorously argued that the Claimant's actions in allowing the Respondent to proceed with the mis-designed trusses amounted to a waiver of any claims resulting from the use of those trusses. I disagree. It is incumbent upon the Respondent to perform his work in a

workmanlike manner and deflecting that responsibility to the Claimant is unacceptable. Further, the Respondent assured the Claimant that any repairs he made to the trusses would have no aesthetic effect on the project after the shingles were installed. Yet after the shingles were installed, the roof line between the addition and the existing garage was not level. Regardless, by altering the manufactured trusses, the Respondent rendered a garage addition with a roof system that was not structurally stable.

Because of the extent of the defects, the Claimant determined that she did not want the Respondent to complete the project. The Respondent called the Claimant on January 1, 2008 seeking payment for Draw #5 and Draw #6, but the Claimant informed the Respondent that she would not pay him. Accordingly, the Respondent stopped working on the Contract. The Respondent informed the Claimant that he would not do the work for Draw #7 until he received payment for the two previous draws. The Respondent argued that Draw #7 would include any punch-out correction work. Yet, no evidence was presented regarding any good faith efforts to resolve the dispute.

Having proven eligibility for compensation, I now turn to the amount of the award. A Claimant may not be compensated for consequential or punitive damages, personal injury, attorney's fees, court costs, or interest. COMAR 09.08.03.03B(1). The estimate provided by the Claimant for janitorial services to clean up the dust inside of her home is a consequential damage and as such will not be considered. Unless a claim requires a unique measurement, actual loss is measured by one of the formulas set forth in COMAR 09.08.03.03B(3). In this case, I used the option in COMAR 09.08.03.03B(3)(c), which provides as follows:

(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.

The Claimant proved that the Respondent did substantial work on the project, albeit of poor quality, leaving her to have to pay other contractors to correct deficiencies and finish the work. I calculate the actual loss as follows:

Amount paid to Respondent	\$52,240.91
+ Cost to Repair Respondent's work	\$49,730.00 ⁴
=	\$101,970.91
Less Amount of contract	<u>\$78,315.00</u>
Actual loss	\$23,655.91

The most that a claimant may recover from the Fund due to the acts or omissions of one home improvement contractor is \$20,000.00. The Fund agrees that this amount should be paid to the Claimant. Although the Claimant suffered a \$23,655.91 loss as a result of the Respondent's conduct, I must recommend that she recover only the statutory maximum, \$20,000.00. Md. Code Ann., Bus. Reg. § 8-405(e)(1) (2010).

CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual loss of \$23,655.91 as a result of the Respondent's acts and omissions; yet, the amount from the Fund must be limited to \$20,000.00. Md. Code Ann., Bus. Reg. §§ 8-401 and 8-405(e)(1) (2010).

⁴ Mr. Heyn credibly testified that the estimates received by the Claimant to repair the Respondent's work were fair and reasonable, thus those estimates were considered. However, the payments made by the Claimant to K & K excavating (\$2,370.00 for work within the contract) and Downs & Sons Masonry (\$3,000.00 for work within the scope of the contract) were not considered as there is no evidence that K & K and Downs & Sons were licensed by the MHIC at the time they performed those services for the Claimant. Further, \$150.00 was deducted from the Capstone estimate as the Claimant trimmed the garage door with Azek on her own.

RECOMMENDED ORDER

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

ORDER that the Claimant be awarded \$20,000.00 from the Maryland Home Improvement Guaranty Fund; 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 at least ten percent as set by the Commission, Md. Code Ann., Bus. Reg. § 8-411 (2004); and

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

June 18, 2010
Date Decision Mailed

A large black rectangular redaction covers the signature of the Administrative Law Judge.

Brian Zlotnick
Administrative Law Judge

BMZ/
#114679

IN THE MATTER OF THE CLAIM OF * BEFORE BRIAN ZLOTNICK.
 CECELIA R. STEPP * AN ADMINISTRATIVE LAW JUDGE
 AGAINST THE MARYLAND HOME * OF THE MARYLAND OFFICE
 IMPROVEMENT GUARANTY FUND * OF ADMINISTRATIVE HEARINGS
 FOR THE ALLEGED ACTS OR * OAH NO.: DLR-HIC-02-09-29674
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vs DORSEY KUSTOM CARPENTRY, *
 INC. *
 * * * * *

FILE EXHIBIT LIST

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- Rsp Ex. 9 November 21, 2007 Invoice for Draw #6

PROPOSED ORDER

WHEREFORE, this 27th day of July 2010, 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.

Marilyn Jumalon

*Marilyn Jumalon
Panel B*

MARYLAND HOME IMPROVEMENT COMMISSION