

<b>IN THE MATTER OF THE CLAIM</b>	<b>* BEFORE ROBERT F. BARRY,</b>
<b>OF ANTHONY S. RUSSO,</b>	<b>* AN ADMINISTRATIVE LAW JUDGE</b>
<b>AGAINST THE MARYLAND HOME</b>	<b>* OF THE MARYLAND OFFICE</b>
<b>IMPROVEMENT GUARANTY FUND</b>	<b>* OF ADMINISTRATIVE HEARINGS</b>
<b>FOR THE ALLEGED VIOLATIONS</b>	<b>* OAH NO.: DLR-HIC-02-10-25007</b>
<b>OF EDWARD MORENO,</b>	<b>* MHIC NO.: 09 (90) 1342</b>
<b>MHIC LICENSE NO. 50741,</b>	<b>*</b>
<b>RESPONDENT</b>	<b>*</b>

\* \* \* \* \*

**RECOMMENDED DECISION**

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

**STATEMENT OF THE CASE**

On February 26, 2009, Anthony S. Russo (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement for an actual loss allegedly suffered as a result of a home improvement contract with Edward Moreno (Respondent), a licensed contractor whose business name is Builders & More, Inc. On July 12, 2010, the MHIC issued a Hearing Order; on July 15, 2010, the MHIC transmitted the case to the Office of Administrative Hearings (OAH).

On April 5, 2011<sup>1</sup>, I held a hearing at the OAH -Wheaton, Westfield North Building, Suite 205, 2730 University Boulevard - West, Wheaton, Maryland 20902. Md. Code Ann., Bus. Reg. §§ 8-312(a) and 8-407(a) and (c)(2)(i) (2010). Attorney Paul M. Bessel represented the Claimant. The Respondent represented himself. Eric London, Assistant Attorney General, Department of Labor, Licensing, and Regulation, represented the Fund.

The contested case provisions of the Administrative Procedure Act, Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2010); and the Rules of Procedure of the OAH, Code of Maryland Regulations (COMAR) 28.02.01, govern procedure in this case.

### ISSUES

Did the Claimant sustain an actual loss as a result of the Respondent's acts or omissions?

### SUMMARY OF EVIDENCE

#### Exhibits

The Claimant submitted seven exhibits that I admitted into evidence:

- CLAIM #1 - Job Proposal, August 11, 2008, with Terms or Conditions, Job Description, Job Specifications, and Payment Terms;  
Job Proposal (Addendum), October 14, 2008
- CLAIM #2 - Montgomery County Department of Permitting Services (DPS), Residential Building Inspection History for Permit Number 495391
- CLAIM #3 - Montgomery County DPS, Inspection Disapproval, January 27, 2009
- CLAIM #4 - Montgomery County DPS, Residential Building Permit History
- CLAIM #5 - Confidential Inspection Report, Precision Home Inspectors, Inspection Date: February 20, 2009
- CLAIM #6 - Punch List (Lack of Performance), January 8, 2009
- CLAIM #7 - Invoice (Respondent), October 15, 2008

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<sup>1</sup> The OAH postponed hearings scheduled for October 29, 2010 and December 16, 2010 at the request of the Respondent, who had hemodialysis scheduled for the first date and surgery scheduled for the second date.

The Fund submitted twenty-two exhibits, which, with one exception noted below, I admitted into evidence:

- FUND #1 - Notice of Hearing, February 9, 2011
- FUND #2 - Hearing Order, July 12, 2010
- FUND #3 - Respondent's MHIC licensing history, September 7, 2010
- FUND #4 - Home Improvement Claim Form, February 26, 2009
- FUND #5 - Letter, March 27, 2009, from John Borz, Chairman, MHIC, to the Respondent
- FUND #6 - Canceled Checks:
  - (A) \$5,000.00, August 19, 2008
  - (B) \$5,000.00, September 12, 2008
  - (C) \$1,069.50, September 23, 2008
  - (D) \$1,320.00, October 2, 2008
  - (E) \$5,000.00, October 6, 2008
  - (F) \$6,000.00, October 10, 2008
  - (G) \$2,500.00, November 1, 2008
  - (H) \$7,500.00, November 7, 2008
  - (I) Not Admitted
  - (J) \$3,500.00, December 23, 2008
- FUND #7 - Invoice, Larry M. Burriss, December 29, 2008
- FUND #8 - Invoice, Respondent, September 24, 2008
- FUND #9 - Invoices, Larry M. Burriss, July 15, 2009
- FUND #10 - Contract, Insulators of Maryland, Inc., February 20, 2009
- FUND #11 - Proposal, AC&R Contracting, LLC, February 24, 2009

FUND #12 - Receipts:

McCormick Paints	
March 12, 2009	\$293.54
March 14, 2009	\$67.46
March 14, 2009	-\$30.31
March 14, 2009	\$24.15
March 16, 2009	\$28.93
March 25, 2009	\$66.68
April 2, 2009	\$27.91
April 25, 2009	\$21.56
June 24, 2009	\$37.15
Total	\$537.17
The Home Depot	
March 15, 2009	\$64.01

FUND #13 - Work Order, Olympic Plumbing, Inc., January 13, 2009

FUND #14 - Proposal, M. P. Energy Services, Inc., November 12, 2008

FUND #15 - Order, Carpet & Vacuum Expo, February 6, 2009

FUND #16 - Invoice, Eric King's Custom Tile & Marble (It's not just tile . . . it's ART!),  
March 29, 2009

FUND #17 - Proposal, Robert Smith, March 9, 2009

FUND #18 - Invoices or Receipts:

TW Perry:	March 24, 2009 -	\$111.43
	March 25, 2009 -	\$442.28
	March 27, 2009 -	<u>\$14.28</u>
	Total -	\$567.99

Fastening Systems:	December 15, 2008 -	\$116.83
	December 16, 2008 -	<u>\$144.62</u>
	Total -	\$261.45

Barrons Lumber:	January 24, 2009 -	\$530.74
	March 16, 2009 -	<u>\$88.20</u>
	Total -	\$618.94

The Home Depot	
February 27, 2009	\$234.72
March 10, 2009	\$5.27
March 13, 2009	\$596.51
March 14, 2009	\$31.88
March 18, 2009	\$193.93
March 20, 2009	\$49.49
March 24, 2009	\$132.29
March 25, 2009	\$6.15
March 25, 2009	\$51.02
March 30, 2009	\$74.63
Total	\$1,375.89

FUND #19 - Invoice, Washington Gas, October 2, 2008

FUND #20 - List of Payments by the Claimant to the Respondent

FUND #21 - Invoice (Respondent), August 2 (sic)<sup>2</sup>, 2008

FUND #22 - Invoices (Respondent): September 24, 2008; October 9, 2008; October 15, 2008; undated; December 8, 2008

The Respondent did not submit any exhibits

Testimony

The Claimant testified on his own behalf. He also presented testimony from his son, Thomas Russo. The Respondent testified on his own behalf. The Fund did not present any witnesses.

**FINDINGS OF FACT**

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

1. At all times relevant to this case, the Respondent was licensed as an individual home improvement contractor by the MHIC under registration number 01-50741. (FUND #3).

<sup>2</sup> Based on other evidence in the record, this invoice, dated "8/2/08," should have been dated 10/2/08, or October 2, 2008.

2. On August 11, 2008, the Claimant and the Respondent entered into a contract to have the Respondent construct, according to plans provided by the Claimant, a 22-foot-by-18-foot sunroom as an addition to the Claimant's home at 16200 Whitehaven Road, Silver Spring, Maryland 20906 for \$55,000.00. (CLAIM #1).

3. On August 19, 2008, the Claimant paid the Respondent a deposit of \$5,000.00, with check number 6197. (FUND #6A).

4. Pursuant to the job specifications in the contract, the Respondent initially excavated a basement area and then constructed a foundation. (The initial plan specified a crawlspace, but the Claimant and the Respondent changed that part of the plan.)

5. On September 12, 2008, upon completion of the foundation, the Claimant paid the Respondent \$5,000.00, with check number 6207. (FUND #6B).

6. On September 23, 2008, the Claimant paid the Respondent \$1,069.50, with check number 6208, for permits and architect fees. (FUND #6C and FUND #8).

7. On October 2, 2008, the Claimant paid the Respondent \$1,320.00, with check number 6210, for a concrete slab for an unrelated project on the Claimant's garage. (FUND #6D).

8. On October 2, 2008, Washington Gas provided the Claimant an estimate of \$1,130.59 to relocate a gas line to a new gas meter location. The new gas meter location was required due to the location of the addition. (FUND #19).

9. On October 6, 2008, after the Respondent had finished block framing, the Claimant paid the Respondent \$5,000.00, with check number 6213. (FUND #6E).

10. On October 10, 2008, the Claimant paid the Respondent \$6,000.00, with check number 6218; \$5,000.00 was for the completion of a concrete floor pursuant to the contract and \$1,000.00 was for the unrelated project on the Claimant's garage. (FUND #6F).

11. On October 14, 2008, the Claimant and the Respondent agreed to an addendum to the contract to have the Respondent construct a second-floor addition above the new sunroom for \$16,000.00. (CLAIM #1).

12. On October 15, 2008, the Claimant paid the Respondent \$19,110.00, with check number 6220; \$8,000.00 was for completion of first-floor framing; \$5,000.00 was for first-floor windows; and \$5,000.00 was for second-floor framing. The balance of \$1,110.00 was for the unrelated project on the Claimant's garage (\$1,060.00) and repair of a saw (\$50.00). (FUND #22).

13. On November 1, 2008, the Claimant paid the Respondent \$2,500.00, with check number 6226, for second-floor roofing. (FUND #6G and FUND #22).

14. On November 7, 2008, the Claimant paid the Respondent \$7,500.00, with check number 6227; \$6,000.00 was for roofing under the original contract and \$1,500.00 was for drywall. (FUND #6H and FUND #22).

15. On November 17, 2008, the backfilling and waterproofing that the Respondent had performed around the foundation of the addition failed a Montgomery County inspection; however, the work passed an inspection on November 24, 2008. (CLAIM #2).

16. On November 22, 2008, the Claimant paid M.P. Energy Services, Inc. a total of \$10,743.00 (\$5,709.00 for equipment; \$334.00 for a rebate; \$2,500.00 for second-floor installation; \$1,200 for first-floor duct work and return; and \$1,000.00 for installation of a system in the Claimant's garage. (FUND #14). The original contract provided that the

Respondent would install air conditioning equipment provided by the Claimant. (Fund #14 and CLAIM #1).

17. On December 23, 2008, the Claimant paid the Respondent \$3,500.00, with check number 6239, for siding. (FUND #6J and FUND #21F).

18. As indicated in the chart below, the Claimant paid the Respondent a total of \$44,000.00 on the original contract (every draw except the final \$11,000.00 due upon completion). The Claimant paid the Respondent a total of \$7,500.00 on the addendum to the original contract (\$5,000.00 for framing and \$2,500.00 for roofing). The Claimant paid the Respondent a total of \$2,320.00 for the unrelated project on the Claimant's garage, a total of \$1,069.50 for permits and architectural services, and a total of \$1,110.00 for unspecified concrete and repair of a saw.

Date	Reason	Amount	Check #	Source
August 19, 2008	Deposit	\$5,000.00	6197	check
September 12, 2008	Foundation	\$5,000.00	6207	check
September 23, 2008	permit; architect	\$1,069.50	6208	check; invoice
October 2, 2008	garage concrete	\$1,320.00	6210	check; invoice
October 6, 2008	block	\$5,000.00	6213	check
October 10, 2008	concrete floor; garage concrete	\$5,000.00; \$1,000.00	6218	check; invoice
October 15, 2008	windows	\$5,000.00	6220	invoice
October 15, 2008	Framing	\$8,000.00	6220	invoice
October 15, 2008	2 <sup>nd</sup> fl. framing	\$5,000.00	6220	invoice
October 15, 2008	garage concrete; saw repair	\$1,110.00	6220	invoice



November 1, 2008	2 <sup>nd</sup> fl. roofing	\$2,500.00	6226	check; invoice
November 7, 2008	roofing, drywall	\$7,500.00	6227	check; invoice
December 23, 2008	Siding	\$3,500.00	6239	check; invoice

19. On December 29, 2008, the Claimant paid \$2,200.00 to Larry M. Burriss, a subcontractor working for the Respondent, for brick work on the addition. (FUND #7). Mr. Burriss is not licensed by the MHIC. The original contract did not provide for brick work.

20. On January 8, 2009, the Claimant presented a punch list of items that the Claimant demanded to be completed by January 23, 2009. (CLAIM #6).

21. On January 13, 2009, the Claimant paid Olympic Plumbing, Inc., \$1,500.00 to run a gas line from an existing stub to an attic furnace for heat for the addition and to a pool heater. Olympic Plumbing, Inc. is not licensed by the MHIC. (FUND #13).

22. On January 27, 2009, the framing constructed by the Respondent failed an inspection performed by the Montgomery County DPS. The TJI<sup>3</sup> 230 floor joists installed by the Respondent were approximately three feet short of the required span, and were not bearing on joist hangers. The inspector required that the floor joists be reengineered and repaired. A LVL (laminated veneer lumber) beam that the Respondent had installed above a French door had been cut or notched. The inspector required an engineer's certification that the beam was adequate. (CLAIM #3).

23. The Respondent, who was not present for the inspection, subsequently conceded that the wrong floor joists had been installed. He proposed to correct the issue by sistering joists

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<sup>3</sup> TJI is a registered trademark.

together or using plywood to support the joists. The Respondent also claimed that he had a letter from an engineer approving the notching of the LVL beam.

24. On January 27, 2009, before the Respondent could try to fix the framing, the Claimant terminated the contract with the Respondent based upon the failed inspection and the Claimant's belief that the Respondent, who had fired the project's supervisor, did not have competent employees. The Claimant rejected the Respondent's request to allow him to complete the contract.

25. The Claimant acted as his own general contractor, and used sub-contractors, some of which the Respondent had used.

26. The Claimant purchased materials, including plywood and a beam with an approximate value of \$1,052.00, to fix the joists.

27. The Claimant paid Ira and Darrell Parsons, who are not licensed by the MHIC, \$1,651.00 for labor to complete the framing, which eventually did pass an inspection by the Montgomery County DPS.

28. On February 6, 2009, the Claimant paid Carpet & Vacuum Expo, which is licensed by the MHIC, \$912.50 to install hardwood flooring on the second-floor of the addition. (FUND #15).

29. On February 20, 2009, the Claimant retained Precision Home Inspectors to conduct an inspection and to issue a report concerning the Respondent's work. The report detailed problems with roof trusses and floor joists, the LVL beam, strapping, wall framing, windows, and waterproofing.

30. On February 24, 2009, the Claimant paid Insulators of Maryland, Inc., which is licensed by the MHIC under registration number 7890, \$3,998.00 to provide and install vinyl siding, gutters, and downspouts. (FUND #10).

31. On February 24, 2009, the Claimant paid AC&R Contracting, LLC, \$2,644.00 to provide and install insulation. (FUND #11). Approximately three-fourths of the insulation was for the addition. There is nothing in the record to indicate whether AC&R is licensed by the MHIC.

32. On March 9, 2009, the Claimant paid Robert Smith, who is not licensed by the MHIC, \$1,600.00 for labor to install drywall. (FUND #17).

33. On January 24, 2009 and March 16, 2009, the Claimant paid Barrons Lumber a total of a total of \$618.94 for material to complete the contract. (FUND #18).

34. 33. On March 24, 25, and 27, 2009, the Claimant paid TW Perry a total of \$567.69 for material to complete the contract. (FUND #18).

35. On March 29, 2009, the Claimant paid Eric King's Custom Tile & Marble \$1,576.00 for tile for the first floor of the addition. The original contract did not provide for tile. (FUND #16).

36. On July 15, 2009, the Claimant paid \$3,200.00 to Larry M. Burriss for the installation of two retaining walls and a 250-foot drainage system to draw water away from the foundation of the addition. (FUND #9). The original contract did not provide for the retaining walls or the drainage system.

37. The Claimant paid approximately \$661.70 for paint and related materials. He paid George Rivera, \$450.00 to paint the addition.

## DISCUSSION

A home 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). An “‘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). Also, the MHIC may deny a claim if it finds that the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim. Md. Code Ann., Bus. Reg. § 8-405(d) (Supp. 2010).

A claimant has the burden of proof at a Fund hearing. Md. Code Ann., Bus. Reg. § 8-407(e)(1) (2010). In the circumstances presented here, the Claimant has the burden to establish that: (1) the Respondent’s performance on the home improvement contract was either unworkmanlike or inadequate; (2) the Claimant had an actual loss due to the costs of restoration, repair, replacement, or completion of the home improvement contract; and (3) the Claimant did not unreasonably reject the Respondent’s good faith efforts to resolve the claim.

At the outset, I note that the Claimant and his attorney appeared for the hearing without any apparent familiarity with the applicable statutes or regulations governing a Fund claim. In the Claimant’s case-in-chief, he presented the home improvement contract and addendum, Montgomery County DPS inspection reports, a private inspection report, a punch list of the Respondent’s performance issues, and one invoice as proof of a \$19,100.00 payment to the Respondent on October 15, 2008. The Claimant asserted, with only the one invoice as evidence, that he paid the Respondent a total of \$51,500.00 on the contract and addendum, and, without any supporting documentation, that it cost in excess of \$90,000.00 to complete the home improvement contract. The Claimant’s own evidence was patently insufficient to prove a claim

against the Fund. The Fund's representative, however, questioned the Claimant further and introduced, as Fund Exhibits 6 through 22, documents establishing payments that the Claimant made to the Respondent and payments that the Claimant made to suppliers and contractors to complete the home improvement contract. This presentation, with the Fund eliciting from the Claimant documents which it had not previously seen, and with the Claimant acknowledging that he had not brought all relevant documents with him, was very disjointed, often bordering on incoherence. I have tried my best in this decision to summarize accurately what the documents and testimony established as fact.

Ultimately, the Fund argued that, assuming the Respondent's performance on the home improvement contract was unworkmanlike or inadequate, and that the Claimant was justified in terminating the Respondent's employment that, pursuant to COMAR 09.08.03.03B, the Claimant had failed to prove an actual loss. That regulation provides:

COMAR 09.08.03.03B governs the calculation of awards from the Fund:

B. Measure of Awards from Guaranty Fund.

(1) The Commission may not award from the Fund any amount for:

- (a) Consequential or punitive damages;
- (b) Personal injury;
- (c) Attorney's fees;
- (d) Court costs; or
- (e) Interest.

(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:

- (a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.

(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.

The Claimant paid the Respondent \$51,500.00<sup>4</sup> under the original contract price of \$71,000.00. The remaining necessary calculation is the reasonable amount the Claimant has paid or will be required to pay other contractors to repair poor work done by the Respondent under the original contract and to complete the original contract. The Fund, citing MHIC policy, argued that the Claimant was not entitled to recover for the amounts he paid to contractors not licensed by the MHIC. I concur with this MHIC policy. It would be inconsistent with the fundamental purpose of the MHIC to include in any award from the Fund the money that the Claimant paid, even in good faith, for unlicensed home-improvement work. *Alcoa Concrete & Masonry, Inc. v. Stalker Brothers, Inc.*, 191 Md. App. 596 (2010) (discussing general principle that when a licensing requirement is meant to protect the public, contracts and claims of unlicensed contractors will not be enforced in law). The Fund also argued that the Claimant was not entitled to recover for costs related to work that was not provided for in the original contract. The Fund, in its calculation, disallowed the consideration of the following costs:

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<sup>4</sup> Other amounts that the Claimant paid to the Respondent for a project on the Claimant's garage, for permits, for repair of a saw, were not part of the original contract.

Larry Burriss -	\$5,400.00
Ira and Darrell Parsons, labor -	\$1,651.00
Eric King's Custom Tile & Marble -	\$1,576.00
Robert Smith -	\$1,600.00

Mr. Burriss is not licensed by the MHIC and the work he performed, including brickwork and the construction of retaining walls and a drainage system, was not provided for in the original contract. At the hearing, the Claimant argued that the retaining walls and drainage system were in the contract by implication as being part of basic waterproofing. I reject the Claimant's argument that such expensive waterproofing methods were implied in the contract. The Parsons, Eric King, and Mr. Smith are not licensed by the MHIC. Moreover, the original contract did not provide for the tile installed by Mr. King. I concur with the Fund's disallowances.

The Fund, in its calculation, allowed the consideration of the following costs:

Ira and Darrell Parsons, material -	\$1,052.00
Insulators of Maryland, Inc. -	\$3,998.00
AC&R -	\$1,983.00 <sup>5</sup>
McCormick Paints -	\$537.17
The Home Depot -	\$64.01
George Rivera, Painter -	\$450.00
Olympic Plumbing -	\$1,500.00
M.P. Energy Services, Inc. -	\$3,700.00 <sup>6</sup>
Carpet & Vacuum Expo -	\$912.50

<sup>5</sup> The total paid to AC&R was \$2,644.00, but the Claimant testified that only three-fourths of the insulation was for the addition.

<sup>6</sup> This amount represents the amount paid for installation. The balance paid to M.P. Energy Services, Inc. was for equipment or for work unrelated to the addition.

TW Perry -	\$567.99
Fastening Systems, Inc -	\$261.45
Barrons Lumber -	\$618.94
The Home Depot -	\$1,375.89
Washington Gas -	<u>\$1,130.59</u>
	\$18,151.54

The ultimate calculation is as follows.

Amount Paid to Respondent	\$51,500.00
Plus Allowed Costs	<u>\$18,151.54</u>
Equals	\$69,651.54
Less Contract Price	<u>\$71,500.00</u>
Fund Claim	-\$1,848.46

#### **CONCLUSIONS OF LAW**

Based upon the foregoing Findings of Fact and Discussion, I conclude that the Claimant failed to establish an actual loss as a result of the Respondent's acts and omissions, and that he is not entitled to recover any amount from the Fund. Md. Code Ann., Bus. Reg. §§ 8-401 and 8-405(a) and (e) (2010).

#### **RECOMMENDED ORDER**


I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Claimant's claim against the Maryland Home Improvement Guaranty Fund be DENIED; and



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

July 5, 2011  
Date Decision Mailed  
#124414



Robert F. Barry  
Administrative Law Judge

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF ANTHONY S. RUSSO,</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED VIOLATIONS</b></p> <p><b>OF EDWARD MORENO,</b></p> <p><b>MHIC LICENSE NO. 50741,</b></p> <p><b>RESPONDENT</b></p>	<p><b>* BEFORE ROBERT F. BARRY,</b></p> <p><b>* AN ADMINISTRATIVE LAW JUDGE</b></p> <p><b>* OF THE MARYLAND OFFICE</b></p> <p><b>* OF ADMINISTRATIVE HEARINGS</b></p> <p><b>* OAH NO.: DLR-HIC-02-10-25007</b></p> <p><b>* MHIC NO.: 09 (90) 1342</b></p> <p><b>*</b></p> <p><b>*</b></p>
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**EXHIBIT LIST**

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	March 27, 2009 -	<u>\$14.28</u>
	Total -	\$567.99

Fastening Systems:	December 15, 2008 -	\$116.83
	December 16, 2008 -	<u>\$144.62</u>
	Total -	\$261.45

Barrons Lumber:	January 24, 2009 -	\$530.74
	March 16, 2009 -	<u>\$88.20</u>
	Total -	\$618.94

The Home Depot	
February 27, 2009	\$234.72
March 10, 2009	\$5.27
March 13, 2009	\$596.51
March 14, 2009	\$31.88
March 18, 2009	\$193.93
March 20, 2009	\$49.49
March 24, 2009	\$132.29
March 25, 2009	\$6.15
March 25, 2009	\$51.02
March 30, 2009	\$74.63
Total	\$1,375.89

FUND #19 - Invoice, Washington Gas, October 2, 2008

FUND #20 - List of Payments by the Claimant to the Respondent

FUND #21 - Invoice (Respondent), August 2 (sic)<sup>7</sup>, 2008

FUND #22 - Invoices (Respondent): September 24, 2008; October 9, 2008; October 15, 2008; undated; December 8, 2008

The Licensee did not submit any exhibits.

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<sup>7</sup> Based on other evidence in the record, this invoice, dated "8/2/08," should have been dated 10/2/08, or October 2, 2008.

PROPOSED ORDER

*WHEREFORE, this 8th day of August 2011, 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.*

*J. Jean White*

*J. Jean White  
Panel B*

**MARYLAND HOME IMPROVEMENT COMMISSION**