

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF TERRENCE R. PRICE,</b></p> <p><b>CLAIMANT,</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED ACTS OR</b></p> <p><b>OMISSIONS OF JAMES MARTIN T/A</b></p> <p><b>PROMPT RESTORATION, INC.,</b></p> <p><b>RESPONDENT</b></p>	<p><b>* BEFORE EILEEN C. SWEENEY,</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>*</b></p> <p><b>*</b></p> <p><b>*</b></p> <p><b>* OAH No.: DLR-HIC-02-16-29321</b></p> <p><b>* MHIC No.: 16 (05) 835</b></p>
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**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On March 23, 2016, Terrence R. Price (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$43,341.33 in alleged actual losses suffered as a result of a home improvement contract with James Martin, trading as Prompt Restoration, Inc. (Respondent).

I held a hearing on January 17, 2017, at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015). The Claimant represented himself. Kris King, Assistant Attorney General, Department of Labor, Licensing and

Regulation (Department), represented the Fund. The Respondent, who participated by telephone, represented himself.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2016); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

### **ISSUES**

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
2. If so, what is the amount of that loss?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

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

- CL Ex. 1 April 25, 2015 Authorization for Work
- CL Ex. 2 May 2, 2015 scope of work agreement
- CL Ex. 3 May 28, 2015 letter from Allstate Insurance Company (Allstate) to Nationstar Mortgage (Nationstar)
- CL Ex. 4 February 19, 2015 contract with One Hour Heating & Air Conditioning
- CL Ex. 5 February 16, 2015 Invoice from Arctic Plumbing And Air, Inc.
- CL Ex. 6 February 16, 2015 Invoice from Len the Plumber
- CL Ex. 7 December 27, 2015 Estimate from Quality Home Solutions, Inc.
- CL Ex. 8 June 4, 2016 texts between the Claimant and the Respondent
- CL Ex. 9A-J Copies of photographs

CL Ex. 10 Better Business Bureau of Greater Maryland (BBB) Complaint Activity Report, printed on December 22, 2015

CL Ex. 11 December 15, 2015 sworn statement from the Appellant

The Respondent did not submit any exhibits into evidence.

I admitted the following exhibits on behalf of the Fund:

Fund Ex. 1 December 29, 2016 Memorandum from Sandra L. Sykes, Docket Specialist, to Legal Services, with attachments

Fund Ex. 2 September 21, 2016 Hearing Order

Fund Ex. 3 Undated Transmittal from the MHIC to the OAH, with attachments

Fund Ex. 4 MHIC licensing information for the Respondent

Fund Ex. 5 March 23, 2016 Home Improvement Claim Form

Fund Ex. 6 April 1, 2016 letter from the MHIC to the Respondent

#### Testimony

The Claimant testified in his own behalf.

The Respondent testified in his own behalf.

The Fund did not present the testimony of any witnesses.

#### **PROPOSED FINDINGS OF FACT**

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license numbers 4444809 and 4770628.

2. At all relevant times, the Claimant's home was insured by Allstate.

3. At all relevant times, Nationstar held a mortgage on the home.

4. In February 2015, the Claimant's home sustained water damage when a pipe burst. The Claimant made a claim to Allstate for that damage.

5. On April 25, 2015, the Claimant entered into an Authorization for Work agreement (Authorization for Work) with the Respondent for the restoration of the home pursuant to which the Respondent agreed “to compile a detailed scope of work in accordance with insurance industry procedures.” (CL Ex. 1.)

6. The Authorization for Work stated that “[w]ork shall commence within (10) days from when the Insurance Company and the Contractor have an agreement of scope of repairs and Contractor’s receipt of signed work authorization or [the parties] have an agreed scope of work by the Insurance Company.” (CL Ex. 1.)

7. Pursuant to the Authorization for Work, the Claimant assigned to the Respondent amounts due under any policy of insurance, which covered the work to be performed, and authorized Nationstar “to return payment to [the Respondent.]” (CL Ex. 1.)

8. On May 2, 2015, the Claimant and the Respondent entered into a scope of work agreement (Scope of Work), whereby the Respondent agreed to work within Allstate’s scope and budget. The Scope of Work provided that it would be included as part of the contractual agreement between the Claimant and the Respondent. The Scope of Work further authorized payment to the Respondent by Allstate and/or Nationstar for work performed.

9. The original agreed-upon contract price, pursuant to the Authorization for Work and Scope of Work, was \$44,083.89.

10. As of May 28, 2015, Allstate paid Nationstar \$48,686.98

11. As of December 2015, Nationstar paid the Respondent \$43,000.00.

12. While the Respondent was performing work on the property, the Claimant was in the military and stationed in Norfolk, Virginia. He got home infrequently (approximately once a month), but a neighbor checked on the progress of the work for him.

13. The Respondent failed to complete the following work set forth in the Scope of

Work:

**Basement**

Bathroom:	Remove and Replace (R&R) Baseboard – 3 ¼” Seal and paint baseboard – two coats Paint surface area – one coat R&R vanity Detach and reset sink faucet R&R vanity top – one sink- cultured marble R&R angle stop valve R&R P-trap assembly – ABS (plastic) Paint ceiling – one coat Clean floor
Laundry room:	Install baseboard – 3 ¼” Seal and paint baseboard – two coats Paint surface area – one coat Paint ceiling – one coat
Sump closet:	Clean walls and ceiling R&R bifold door set – Colonist – double Seal/prime then paint walls and ceilings (two coats) Seal and paint baseboard – two coats Paint door/window trim and jamb – large –two coats (per side) Paint single bifold door – slab only – two coats (per side)
Main room:	Seal and paint baseboard – two coats Install one half inch drywall – hung, taped, floated, and ready to paint <sup>1</sup> Seal/prime then paint surface area – two coats Paint door slab only – two coats (per side) Detach and reset door lockset R&R bifold door set – Colonist –double Paint bifold door set – slab only – two coats (per side) R&R recessed light fixture – standard grade Install trim only recessed light fixture
Closet:	Clean walls and ceiling Clean floor

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<sup>1</sup> Although the Claimant did not highlight this item as incomplete on the Scope of Work, an invoice from Quality Home Solutions and the Claimant’s testimony indicate that the Respondent failed to complete it.

- Closet under stairs: Clean walls and ceiling  
Clean floor  
Paint door/window trim and jamb – two coats (per side)  
Paint door slab only – two coats (per side)
- Utility room: Paint door/window trim and jamb – large –two coats (per side)  
Paint bifold door set – slab only – two coats (per side)  
Clean walls and ceiling  
Clean floor

### **Main Level**

- Living room: Seal/prime then paint surface area – two coats  
Paint surface area – one coat  
Seal and paint baseboard – two coats  
Seal and paint base shoe or quarter round  
Detach and reset heat/air conditioning register – floor register  
Detach and reset recessed light fixture  
Paint door/window trim and jamb – two coats (per side)  
Paint door slab only – two coats (per side)  
Prime and paint door slab only – exterior (per side)
- Half bath: Seal and paint baseboard – two coats  
Clean vanity inside and out  
Clean toilet  
Seal/prime then paint the walls and ceiling – two coats – two colors  
Paint door/window trim and jamb – two coats (per side)  
Paint door slab only – two coats (per side)  
Clean floor
- Kitchen/dining room: Seal/prime then paint surface area – two coats  
Paint surface area – one coat  
R&R light fixture  
R&R ceiling fan and light  
Detach and reset heat/air conditioning register – floor register  
Clean cabinetry – lower – inside and out  
Clean refrigerator – interior and exterior  
Clean range – interior and exterior  
Clean floor
- Stairs: Seal/prime then paint surface area – two coats  
Paint surface area – one coat  
Install “waterfall” carpet

## Upper Level

- Front bedroom: R&R bifold door set – Colonist – double  
Paint bifold door set – slab only – two coats (per side)  
Seal/prime then paint walls and ceiling – two coats – two colors
- Girl's bedroom: R&R bifold door – Colonist – single  
Seal/prime then paint walls and ceiling (two coats) – two colors  
Paint bifold door set – slab only – two coats (per side)
- Half bath: Clean toilet  
Clean vanity – inside and out  
Clean tub  
Seal/prime then paint walls and ceiling – two coats – two colors  
Seal and paint baseboard – two coats  
Clean floor
- Hallway: Paint door/window trim and jamb – two coats (per side)  
Seal/prime then paint walls and ceiling – two coats – two colors  
R&R bifold door – Colonist – single  
Paint single bifold door – slab only – two coats (per side)
- Master bath: Seal/prime then paint surface area – two coats  
Paint surface area – one coat  
R&R vanity  
Detach and reset sink faucet  
R&R light fixture  
R&R vanity  
Paint door/window trim and jamb – two coats (per side)  
Detach and reset mirror – plate glass  
Install floor protection – plastic and tape  
Install sink – single  
Install angle stop valve  
Detach and reset toilet  
R&R tile tub surround – up to 60 square feet  
Detach and reset bathtub  
Detach and reset tub/shower faucet  
Detach and reset hanging light fixture  
R&R ventilation fan  
R&R tile – soap dish
- Master bedroom: Seal and paint baseboard – two coats  
R&R bifold door set – Colonist – double  
Paint bifold door set – slab only – two coats (per side)  
Seal/prime then paint walls and ceiling – two coats – two colors

## General Conditions

### Temporary toilet (per month)

14. On September 20, 2015, the Claimant filed a complaint with the BBB relating to the Respondent. The Respondent did not respond to an offer to use Alternative Dispute Resolution services offered by the BBB and the case was closed on December 21, 2015 as unresolved.

15. On September 21, 2015, Stu Lewis, the Respondent's on-site representative, texted the Claimant apologizing that "things fell behind" and to let the Claimant know that all of the materials for the job would be in "threw the week" [sic] and "the house would be done by the first [of October]." (CL Ex. 8.)

16. On September 29, 2015, the Claimant emailed Mr. Lewis to "try to get a status of house." (CL Ex. 8.) On September 30, 2015, Mr. Lewis' wife texted the Claimant to say that Mr. Lewis was in an automobile accident and would be contacting the Claimant soon.

17. On October 9, 2015, the Claimant texted Mr. Lewis asking if the job was finished. On that same date, Mr. Lewis responded that the workers were still at work "but they are getting it done." (CL Ex. 8.) On October 10, 2015, Mr. Lewis texted the Claimant to say that he should be in on Monday and would contact the Claimant "first thing." (CL. Ex. 8.)

18. On November 17, 2015, the Claimant texted "Fred," the Respondent's Selections Coordinator, asking if the Respondent was still on schedule for completion by the end of November.

19. On November 17, 2015, "Fred" texted the Claimant that the work should be done by the end of November, the vanity was on order and may take a couple of weeks to arrive, and all the laminate floors were done, as well as painting and trim. He apologized for the Respondent's failure to provide updates to the Claimant.



20. As of December 15, 2015, the Respondent had not performed work on the home for more than thirty days. The Respondent did not respond to repeated telephone calls, emails and texts from the Claimant requesting communication and status updates.

21. On December 15, 2015, the Claimant wrote to the Respondent terminating the contract.

22. On or about December 30, 2015, Quality Home Solutions performed the following work for \$1,420.00 (general labor) plus \$870.00 (material) (Total: \$2,290.00), which the Respondent had failed to complete:

**Basement**

Install 2X2 missing piece of sheetrock  
Install 10' of transition<sup>2</sup>  
Install 110' of base and quarter round molding  
Reinstall 6' bifold doors

**Main Level**

Install base and quarter round in living and dining rooms  
Install two lengths of transition leading to kitchen  
Install one bullnose on top step  
Install owner supplied ceiling fan in dining room  
Paint front exterior door and four shutters to match<sup>3</sup>  
Paint trim around front bay window  
Paint all trim and quarter round installed by Quality Home Solutions  
Replace light fixture in kitchen with owner supplied track lighting

**Upper Level**

Master bath:

Install owner supplied vanity, faucet and top  
Install two owner supplied light fixtures  
Install two owner supplied wall light fixtures  
Install 9" of base and quarter round

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<sup>2</sup> I assume this relates to the installation of tile or carpet.

<sup>3</sup> I did not see painting of shutters in the Scope of Work; however, the Claimant testified that the Respondent had agreed to perform all the work completed by Quality Home Solutions.

Master bedroom:	Install 12' base molding Install 60' quarter round molding Reinstall bifold doors
Hallway:	Reinstall bifold door Install 30' of quarter round molding
Bedroom #1:	Reinstall bifold doors Install 30' of quarter round molding
Bedroom #2:	Reinstall bifold doors Install 30' of quarter round molding

23. The Claimant's actual loss is \$1,206.11.

### DISCUSSION

In this case, the Claimant has the burden of proving the validity of his claim by a preponderance of the evidence. Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't.*, 369 Md. 108, 125 n. 16 (2002), quoting Maryland Pattern Jury Instructions 1:7 (3rd ed. 2000).

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) (2015);<sup>4</sup> *see also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

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<sup>4</sup> References to the Business Regulation Article cite the 2015 Volume.

**Licensing**

The licensing information submitted into evidence by the Fund shows that the Respondent was a licensed home improvement contractor at the time he entered into the contract with the Claimant.

**Incomplete**

For the following reasons, I find that the Respondent did not complete all of the home improvements he contracted to perform.

**Claimant's Case**

The Claimant testified that after his home sustained water damage from a burst pipe in February 2015, and after he did an initial clean up, he made a claim to his insurer, Allstate. He then contacted the Respondent, who was on Allstate's list of approved contractors, about performing restoration work on the home. On April 25, 2015, the Claimant entered into an Authorization for Work with the Respondent for the restoration of the home pursuant to which the Respondent agreed "to compile a detailed scope of work in accordance with insurance industry procedures." After much back and forth between and among the Claimant, Allstate, and the Respondent, on May 2, 2015, the Claimant and the Respondent signed a Scope of Work with an agreed upon price of \$44,083.80. A letter from Allstate submitted into evidence by the Claimant shows that Allstate subsequently paid the Claimant's mortgagor, Nationstar, \$48,686.98.

The Claimant testified that while the Respondent was performing work on the property, the Claimant was in the military and stationed in Norfolk, Virginia. He got home infrequently (approximately once a month), but a neighbor checked on the progress of the work for him and kept him up to date.

The Claimant testified that, based on his conversations with representatives of the Respondent, including "Fred" and Stu Lewis, he expected that work on the home would start in mid-May 2015 and be completed in two months. After the Respondent performed work at a pace the Claimant considered to be too slow, he complained to "Fred" and Mr. Lewis. Dissatisfied with their responses, he subsequently had a face-to-face meeting with the Respondent at the Respondent's office. (He did not testify as to what exactly took place at that meeting.)

After the Respondent had not performed work in over a month, the Claimant terminated the contract on December 15, 2015.

The Claimant explained that Allstate made payments to Nationstar which then made payments to the Respondent. The Claimant could not explain why Allstate paid Nationstar \$48,686.98 when the agreed upon price in the Scope of Work was only \$44,083.99. He did not know what the draw process was by which the Respondent got paid and did not know by what method Nationstar paid the Respondent.

The Claimant testified that when he called Nationstar's Account and Claim Center in Summer 2015, he was informed that Nationstar had disbursed \$36,000.00 to the Respondent as of that time. Just before he wrote the December 15, 2015 termination letter to the Respondent, he again called Nationstar's Account and Claim Center and was informed that Nationstar had paid the Respondent \$43,000.00 as of that time. The Claimant acknowledged that Nationstar may still have money in an account paid to it by Allstate since the Respondent did not complete the job, but also believed that part of the money paid to Nationstar related to costs the Claimant incurred for an initial clean up and repairs even before he contacted the Respondent.

The Claimant testified that the Respondent never completed work on the home. In addition to highlighting with a yellow pen the incomplete items on the Scope of Work, he

testified generally that the Respondent failed to install the following: lighting in the kitchen; flooring in the main room; a vanity in the master bath; baseboards throughout the home; carpeting on the stairs to the basement; sheetrock in the basement; doors in the basement and bedrooms; light coverings in the basement and kitchen; outlet wall covers throughout the home; and a ceiling fan in the dining room area. The Respondent also failed to paint throughout the house. The Claimant testified that he and some of his friends completed some of the work and he hired contractors to complete the rest.

### Respondent's Case

The Respondent testified that as a contractor on Allstate's "rotating list," his practice was to meet with a homeowner, develop a Scope of Work and send it to Allstate. According to the Respondent, the price set forth in a Scope of Work usually fluctuates until the work is complete. In this case, the Claimant signed a Third Party agreement allowing the Respondent to deal directly with an insurance adjuster to develop a Scope of Work.

The Respondent acknowledged that his employees probably told the Claimant that work would begin right away, but testified that he tries to get a first draw before starting work. He testified that he expected to complete work in three months if paid in a timely manner.<sup>5</sup>

The Respondent testified that, in this case, he started work after he was paid a deposit. He received subsequent payments after Nationstar had inspected and approved the work already done. The payment process was that he would notify Nationstar when he had completed 50% of a phase, and then a Nationstar inspector would come and decide if the work was complete

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<sup>5</sup> As noted above, the Authorization for Work states that "[w]ork shall commence within (10) days from when the Insurance Company and the Contractor have an agreement of scope of repairs and Contractor's receipt of signed work authorization or [the parties] have an agreed scope of work by the Insurance Company." (CL Ex. 1.)

enough to authorize another payment. The Respondent testified that he received three payments from Nationstar.

The Respondent candidly admitted that he did not finish the project, specifically installation of lighting, a vanity, vanity top and faucet. He testified that work progressed until his business started to fall apart. He believed that all but a few items were complete – enough to get paid \$42,000.00 by Nationstar. He further testified that he was still arguing with Allstate about payment for another open item outside of the Scope of Work (repair of broken pipes) in the amount of \$1,275.00.

#### Analysis

I found the Claimant's testimony regarding the numerous items the Respondent failed to complete to be credible. Although he appeared somewhat overwhelmed by the hearing process, the Claimant was able to highlight with a yellow pen specific items on the Scope of Work which he contended the Respondent failed to complete and testified generally regarding some of them. The Respondent did not appear in person at the hearing and presented no documentation to support his contention that only a few items were incomplete.

I thus find that the Claimant is eligible for compensation from the Fund. It may be that Nationstar owes money to the Respondent for additional work performed outside of the Scope of Work; it may also be that Nationstar owes money to the Claimant for costs incurred by him for initial clean-up work and/or repairs prior to his contract with the Respondent. Those are not issues before me, however. The evidence in the case before me shows that the Respondent contracted with the Claimant to perform home improvements on his home; however, the Respondent did not complete all of the work he contracted with the Claimant to perform.

## Remedy

Having found eligibility for compensation I now turn to the amount of the award, if any, to which the Claimant is entitled.<sup>6</sup>

MHIC's regulations provide three formulas for measurement of a claimant's actual loss. COMAR 09.08.03.03B(3). The following formula offers an appropriate measurement to determine the amount of actual loss in this case:

If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c).

I found credible the Claimant's testimony that he was informed by a Nationstar representative in December 2015 that Nationstar had paid the Respondent \$43,000.00 as of that time. The Claimant appeared legally unsophisticated and I do not believe that he concocted telephone conversations with Nationstar representatives in order to recover more money from the Fund. The Respondent did not appear in person at the hearing and did not present documentary evidence of the alleged payment to him by Nationstar in the amount of \$42,000.00.

I find that the Claimant is not entitled to reimbursement for costs incurred by him relating to completion of some items by his friends and him. He acknowledged that he and his friends are not licensed home improvement contractors and, in any event, he presented no evidence of the costs incurred by him related to that work.

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<sup>6</sup> Pursuant to the applicable law, the maximum recovery from the Fund is limited to the lesser of \$20,000.00 or the amount paid by or on behalf of the Claimant to the Respondent. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5) (2015).

The Claimant further testified, however, that he paid Quality Home Solutions \$2,290.00 to complete some of the work that the Respondent failed to complete<sup>7</sup> and that all of the work performed by Quality Home Solutions was in the original contract with the Respondent.

Thus, I calculate the Claimant's loss as follows:

Amount Claimant paid to Respondent under original contract	\$43,000.00
Plus reasonable amounts Claimant paid to another contractor to complete the original contract	+ 2,290.00
	\$45,290.00
Less original contract price	- 44,083.89
	\$ 1,206.11

Accordingly, based on the above formula, the Claimant is entitled to reimbursement from the Fund in the amount of \$1,206.11.

### **PROPOSED CONCLUSION OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$1,206.11 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c).

### **RECOMMENDED ORDER**

I **RECOMMEND** that the Maryland Home Improvement Commission **ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$1,206.11; and

**ORDER** that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;<sup>8</sup> and

<sup>7</sup> The Claimant submitted into evidence invoices from other contractors, but admitted that the work performed by those contractors took place prior to his contract with the Respondent.

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



**ORDER** that the records and publications of the Maryland Home Improvement

Commission reflect this decision.

**Signature on File**

February 8, 2017  
Date Decision Issued

\_\_\_\_\_  
Eileen C. Sweeney *mlc*  
Administrative Law Judge

ECS/emh  
# 166324

STATE OF CALIFORNIA

DEPARTMENT OF REVENUE

*[Handwritten Signature]*  
Treasurer

STATE OF CALIFORNIA  
DEPARTMENT OF REVENUE

1917

**PROPOSED ORDER**

***WHEREFORE, this 10<sup>th</sup> day of April, 2017, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.***

***Andrew Snyder***

***Andrew Snyder  
Panel B***

**MARYLAND HOME IMPROVEMENT COMMISSION**