

IN THE MATTER OF THE CLAIM	*	BEFORE THOMAS G. WELSHKO,
OF THE ESTATE OF	*	AN ADMINISTRATIVE LAW JUDGE
ANNA K. STINEFELT, ¹	*	OF THE MARYLAND OFFICE
CLAIMANT	*	OF ADMINISTRATIVE HEARINGS
AGAINST THE MARYLAND HOME	*	OAH No.: DLR-HIC-02-14-22875
IMPROVEMENT GUARANTY FUND	*	MHIC No.: 12 (90) 608
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF SHARON	*	
MCWILLIAMS (FORMERLY	*	
SHARON DAVIS),	*	
T/A DAVIS CONCEPTS, LLC,	*	
RESPONDENT	*	

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
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PROPOSED CONCLUSION OF LAW
PROPOSED ORDER

STATEMENT OF THE CASE

On January 20, 2012, Anna K. Stinefelt (Claimant), filed a claim (Complaint) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$30,000.00 in alleged actual losses suffered as a result of poor performance of a home

¹ Ms. Stinefelt died some time in early 2014. Her claim was continued by her estate, through her daughter and personal representative, Tammy M. Link. The "Claimant" refers to both Ms. Stinefelt while she was living and her estate after her death.

improvement contract by Sharon Davis (now McWilliams), t/a Davis Concepts, LLC (Respondent).

On June 13, 2013, Administrative Law Judge (ALJ) Richard O'Connor conducted a hearing in this matter at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. On August 14, 2013, ALJ O'Connor issued a Proposed Decision to the MHIC, in which he recommended that the Fund award \$20,000.00 to the Claimant to compensate her for actual losses that occurred because of the acts and omissions of the Respondent in performing the home improvement contract that was the subject of her claim.² The Respondent had failed to appear for the hearing. On October 2, 2013, the MHIC issued its proposed order; in that order, the MHIC accepted ALJ O'Connor's recommendations.

The Respondent filed exceptions to the MHIC's proposed order. She contended that her estranged husband had changed the business address of the company without her knowledge. Consequently, the address that the MHIC gave to the OAH to send notices was inaccurate. Because the Respondent had no notice of the hearing, where she could have defended against the Claimant's claim, the MHIC remanded this case to the OAH for a *de novo* hearing.

In early 2014, the Claimant died. On February 4, 2014, the Claimant's daughter, Tammy M. Link, obtained Letters of Administration to serve as the Claimant's personal representative. Ms. Link and her husband now own the residential property where the Respondent performed the home improvement work.

On September 25, 2014, I held a hearing in this matter the OAH in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2010 & Supp. 2014). Ms. Link, as Personal Representative of the Claimant's estate and the current owner of the residence that was

² The OAH case number for that decision was DLR-HIC-02-12-40212.

the subject of the home improvement, represented the Claimant.³ The Respondent appeared without representation. Assistant Attorney General Kris King, Department of Labor, Licensing and Regulation (Department), represented the Fund.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2014), Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02, and 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

The Claimant offered twenty-three exhibits. The Respondent offered seven exhibits. The Fund offered five exhibits. I admitted all the exhibits offered by the parties. (I have attached a complete Exhibit List as an Appendix to this decision.)

Testimony

Charles B. Link, Ms. Link's husband, and Ms. Link testified on behalf of the Claimant's estate. The Respondent testified on her own behalf. The Fund did not call any witnesses.

³ As the current owner of the property, Ms. Link can actually pursue this claim on her own behalf under the definition of "owner" found in section 8-401(k) of the Business Regulation Article. That definition includes individuals who are "entitled" to a home improvement, as a subsequent owner of a property would be.

PROPOSED FINDINGS OF FACT

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

1. The Respondent was a licensed home improvement contractor under MHIC license number 4145779 (and registration number 01-87586). The Respondent's license had lapsed in January 2011, but the Respondent renewed it on July 12, 2011, while the subject contract was in progress. (Test. Resp.; Fund Ex. 3.)
2. Sharon McWilliams (formerly Davis) became a fifty percent owner of the Respondent contracting company in 2007. Jim Davis held the other fifty percent interest in the company. (Test. Resp.)
3. In June 2011, a fire occurred at the Claimant's Baltimore City row home, which completely gutted its interior. (Test. C. Link; Cl. Ex. 22.)
4. The Claimant filed a claim with her homeowner's insurer, Hartford Insurance Co. of the Midwest (The Hartford), for losses that resulted from fire damage to her residence. (Test. C. Link; Cl. Ex. 22.)
5. Charles Link, the Claimant's son-in-law, was a friend of Jim Davis, the husband of the Respondent. Mr. Link knew that Mr. Davis and the Respondent operated a home improvement contracting company, so he asked Mr. Davis if his company was capable of performing fire-damage restoration work at the Claimant's home. (Test. C. Link.)
6. In response to Mr. Link's inquiries, Mr. Davis indicated that the Respondent could perform the fire restoration work that Mr. Link described, so Mr. Link recommended the Respondent's company to the Claimant. (Test. C. Link.)
7. On June 20, 2011, the Claimant, who was legally blind, with Ms. Link's assistance, entered into two contracts with Mr. Davis, as the Respondent's representative, to repair the fire damage at her residence. (Test. T. Link; Cl. Ex. 15.)

8. The first contract, for \$110,000.00, called for the Respondent to perform the following work:

- Interior demolition
- All interior framing
- New mechanical, electrical and plumbing systems throughout
- New windows
- New front and rear doors
- New insulation, drywall, trim and paint throughout
- New plumbing fixtures throughout
- New kitchen cabinets and countertops
- Final cleaning after final inspection

(Cl. Ex. 15.)

9. The second contract for \$2,850.00 called for the Respondent to perform the following additional work:

- Clean out all contents from three levels damaged by fire
- Dumpster and Dumpster permit supplied by Davis Concepts

(Cl. Ex. 15.)

10. Mr. Davis orally promised the Claimant and Mr. and Mrs. Link that he would complete the project in six to eight weeks. (Test. C. Link)

11. Ms. McWilliams, the license holder for the Respondent, was unaware that Mr. Davis had entered into a home improvement contract with the Claimant on the Respondent's behalf. (Test. McWilliams.)

12. On June 24, 2011, The Hartford paid the Claimant \$101,538.53 to repair damage caused by the fire. It withheld an additional \$26,072.17 until repair work at the residence was

completed. The Hartford disbursed the withheld amount to the Claimant on October 5, 2011. (Cl. Ex. 22.)

13. The Claimant paid the Respondent a total of \$80,456.29. This amount included \$72,850.00 under the June 20, 2011 contract plus another \$7,606.29 for items that the Respondent was supposed to supply according to the contract, but did not. (Test. C. Link and T. Link; Cl. Exs. 16 – 21.)

14. Mr. Davis began work in late June 2011. Mr. Davis, Mr. Davis's son (also the Respondent's son), and a number of subcontractors continued to perform work until September 13, 2011. (Test. C. Link and T. Link.)

15. On September 13, 2011, with the Claimant's approval, Mr. Link dismissed the Respondent. Mr. Link terminated the Respondent's services because he considered Mr. Davis's work poor in many respects. As a result, he lost confidence in Mr. Davis's ability to complete the contract satisfactorily. (Test. C. Link.)

16. The following conditions existed at the Claimant's residence on September 13, 2011:

- a. The studding in the kitchen was out of square. It was protruding one inch past the bottom seal plate. (Cl. Ex. 1A – G.)
- b. Water damage caused by the fire allowed mold to grow in the basement, living room and other areas of the residence. Mr. Link brought the mold problem to Mr. Davis's attention. To address that problem, Mr. Davis bought two 16-ounce spray bottles of mold killer. He only used one of those bottles to kill the mold, which was insufficient to do so. Mr. Link eventually bought a five-gallon container of mold killer, sprayed it, and remedied the mold problem himself. (Cl. Ex. 2A – I.)
- c. The shower handle in the first floor bathroom was out of center. The entire fiberglass shower stall had to be replaced, because once a hole is drilled into fiberglass, the shower stall becomes useless. (Cl. Ex. 3A – B.)
- d. The first floor shower stall floor and the bathroom floor were of even height; to promote drainage, the shower stall should be below the bathroom floor. (Cl. Ex. 4A – B.)

- e. The kitchen cabinets were screwed into the drywall and not bolted to studs. They were also installed crooked. The kitchen floor was not level and the walls were crooked. Mr. Davis also cut the kitchen cabinets into the sheetrock, because he ordered the wrong size cabinets, and they would not fit around the chimney located in the kitchen. (Test. C. Link; Cl. Ex. 5A – G.)
 - f. The windows in the house were not square, and the Respondent did not install insulation between the windows and the foundation. (Cl. Ex. 6A – I.)
 - g. Both the downstairs and upstairs walls were out of square. (Cl. Ex. 7A – K.)
 - h. There was a gap between the kitchen floor and the dining room floor, and the kitchen floor tiles were peeling up off the floor. (Cl. Ex. 8A – C.)
 - i. There were gaps in the steps leading from the kitchen to the outside. Mr. Davis installed the wrong kind of steps, and cut off the top of the step to make his installation work. (Cl. Ex. 9A – C.)
 - j. Before the fire, the Claimant's residence had a porch with an awning. Mr. Davis told Mr. Link that he could not find a similar awning, so, with Mr. Link's approval, he tore down the existing porch and built a new one that did not require an awning. After Mr. Davis and his workers rebuilt the porch, the porch posts were crooked and the moldings out-of-plumb. Repairs attempted by Mr. Davis to correct the porch were unsuccessful. (Test. C. Link; Cl. Ex. 10A – B.)
 - k. Because Mr. Davis could not get a permit to locate a dumpster in the alley behind the residence, he asked Mr. Link if he could place it in the backyard; this required removing the fence that surrounded the property. Mr. Link gave approval for the fence removal and dumpster relocation. Mr. Davis and his workers removed the fence, but they had only partially replaced it by September 13, 2011. (Test. C. Link; Cl. Ex. 11A – B.)
 - l. There was no insulation between the front door frame and the walls. (Cl. Ex. 12A – C.)
 - m. The front door was crooked. (Cl. Ex. 13A – H.)
 - n. Throughout the house, smoke damage to the wood remained untreated in many areas. (Cl. Ex. 14.)
17. Mr. Davis did not seek additional compensation for tearing down and rebuilding the porch and removing and reinstalling the fencing. (Test. C. Link.)

18. At the time that Mr. Davis was performing work at the Claimant's home, he and the Respondent separated, with the anticipation of getting divorced. (Test. Resp.; Resp. Ex. 1.)

19. Mr. Davis took money and documents from the company, and relocated to a new address not known by the Respondent. (Test. Resp.)

20. On September 16, 2011, the Claimant entered into a \$64,000.00 contract with Cardinal Construction, Inc. (Cardinal) to repair work poorly done by the Respondent and to complete items under the Respondent's contract that Mr. Davis did not complete. (Test. C. Link and T. Link; Cl. Ex. 23.)

21. The Cardinal contract included porch and heating, ventilation and air conditioning (HVAC) work that was not part of the Claimant's contract with the Respondent. (Cl. Ex. 23.)

22. Cardinal completed the work, was paid in full, and the Claimant, who had been living outside her home after the fire, returned to the property on November 21, 2011. (Test. T. Link; Cl. Ex. 24.)

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. 2014). *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." Md. Code Ann., Bus. Reg. § 8-401 (2010). For the following reasons, I find that the Claimant has proven eligibility for compensation from the Fund

The Respondent was not a licensed home improvement contractor at the time she entered into the contract with the Claimant, but renewed her license while the contract was in progress. There is nothing barring the Claimant (or her Personal Representative, Tammy Link, who

currently owns the home) from recovery from the Fund (ownership of more than six houses, being related to the Respondent, etc.).

This case presents some unusual circumstances, the first of which is that the Claimant is deceased. She filed the original claim against the Fund on January 20, 2012, but died sometime in early 2014. Consequently, her daughter and Personal Representative, Tammy Link, pursued the claim on behalf of the Claimant's estate. Ms. Link and her husband, Charles B. Link, had been active in negotiating the contract and overseeing the work as it progressed. Mr. and Ms. Link became involved because the Claimant was legally blind at all times relevant. The second unusual circumstance is that Sharon McWilliams (formerly Davis), was the MHIC license holder for the Respondent and fifty percent owner of that concern, but she allowed her then-husband, Jim Davis, to negotiate and perform all home improvement contracts. She had essentially nothing to do with the operation of the company. According to Ms. McWilliams, she did not even know about the contract subject to this claim until she received correspondence about it from the MHIC in January 2012.

The relevant facts concerning the contract are undisputed. A fire extensively damaged the Claimant's Baltimore City row home in June 2011. The Claimant filed a homeowner's insurance claim to have the restoration work done, which her insurer ultimately paid. To complete that restoration work, the Claimant had to hire a contractor. The Claimant's son-in-law, Mr. Link, socialized with Mr. Davis, and he knew that Mr. Davis was a home improvement contractor. He asked Mr. Davis about his company's ability to perform restoration work at the Complainant's home. Mr. Davis assured Mr. Link that he was capable of doing that work. Mr. Link recommended Mr. Davis to the Claimant as a result. Based on Mr. Link's recommendation, the Claimant entered into two contracts with Mr. Davis, who was acting on behalf of the Respondent, totaling \$112,850.00, to have the work done.

Mr. Link primarily oversaw the work that Mr. Davis and his crew performed under the contract. Problems became apparent immediately. The first thing Mr. Link noticed was that the studding in the kitchen was out-of-square and out-of-level. Mr. Link testified that the studding actually protruded one inch beyond a seal plate at the floor level. According to Mr. Link, practically *all* of the framing in the house was out-of-level. There were other problems, too. For example, the shower stall floor and bathroom floor in the first floor bathroom were the same height. This was not practical, because the shower would have improper drainage. The shower handles were also installed off-center. Simply repositioning the handles was not possible. Once workers drill holes in a fiberglass shower stall, they cannot be refilled. This mistake rendered the shower stall useless. The kitchen cabinets were screwed into drywall instead of studding. They were also crooked and were cut into the sheetrock around the chimney, because they were the wrong size. Windows were also out-of-plumb. Necessary insulation was missing between the doorframe and walls. There were other problems as well, too numerous to recount. Mr. Link summed up his opinion of Mr. Davis's work in one sentence: "It's a disaster." He offered photographs as exhibits to illustrate all of the problems that he described.

During his testimony, Mr. Link explained that on September 12, 2011, he and Mr. Davis had an argument about nail heads protruding from the floor; Mr. Link also expressed his unhappiness about the framing. Mr. Davis responded to Mr. Link that he believed that his work was fine, and that it would look much better once he installed covering material, such as sheetrock. Mr. Link did not accept this response. After consulting with the Claimant the next day, he ordered Mr. Davis to stop work and remove himself from the Claimant's property. Mr. Link stated that Mr. Davis later made some vague promises about compensating the Claimant to allow her to complete the work under the contract, but he never followed through on those promises.

Soon after her dismissal of Mr. Davis, with Mr. Link's help, the Claimant entered into a \$64,000.00 contract with Cardinal to repair and complete the work contemplated under the Respondent's contract. Cardinal completed the work and got paid; the Claimant moved back into her property on November 21, 2011.

The Claimant's estate is seeking \$30,000.00 from the Fund as compensation for actual losses suffered by the Claimant as result of the Respondent's poor workmanship and unsatisfactory completion of the contract. Mr. Link explained that the Claimant paid Mr. Davis \$72,850.00 under what was supposed to be a five-payment draw schedule, plus an additional \$7,606.29 out-of-pocket to buy items that the Respondent was supposed to supply under the contract, but did not. These two amounts total \$80,456.29. The estate is relying on the Cardinal contract as the basis for computing its actual loss.

The Respondent contends that she was as much a victim of Mr. Davis as the Claimant and her estate. She testified that she has had trouble getting information about the business from Mr. Davis since their July 2011 separation. She accused Mr. Davis of dissipating \$150,000.00 from the company.

With regard to the Claimant's contract, the Respondent noted that the Baltimore City permitting authority approved the framing done by Mr. Davis and his work crew. (Cl. Ex. 5.) Baltimore Window Co., a subcontractor, installed the windows in the Claimant's home, not Mr. Davis or Mr. Davis's son, so the window issues should be the subcontractor's responsibility. The Respondent also argued that there is no evidence from any city inspector or the Claimant's homeowner's insurance company that would substantiate the charges of poor workmanship made by the Links. The Respondent offered a December 13, 2011 letter from Mr. Davis to the MHIC, in which he explains that because the house was old, it was out-of-square; he stated that to make it square, he would have had to move it 3" to one side. (Resp. Ex. 3.) The Respondent also

suggested that the Claimant (and Mr. Link as overseer) never gave Mr. Davis a chance to complete the job.

The Fund conceded that the Claimant's estate sustained an actual loss of at least \$20,000.00, the maximum amount compensable by the Fund. The Fund agreed with the Claimant's estate that the photographs illustrated an inadequate or incomplete home improvement. Furthermore, it was reasonable for the Claimant and her agent, Mr. Link, to lose confidence in Mr. Davis, his son and his subcontractors after twelve weeks of work that was nowhere near complete and very poorly done. With respect to the Respondent's argument that a subcontractor should be held responsible for its own poor workmanship, the Fund noted that section 8-405(b) of the Business Regulation Article makes a general contractor liable for the acts or omissions of subcontractors. The Fund also asserted that local government inspectors do not delve deeply into whether items such as framing meet the minimum construction standards.

After reviewing all of the evidence and considering the parties' arguments, I agree that the Claimant's estate has sustained an actual loss. One does not need to be an expert consultant or code inspector to recognize the myriad problems with the work performed by Mr. Davis and his workers. As recited above, all of the framing for the restoration work was out-of-plumb. Many other installations (kitchen cabinets, first floor shower stall, etc.) were amateurish. There is no question that the work performed was poorly done and incomplete. Moreover, if the house was out-of-plumb, it was responsibility of Mr. Davis, as the Respondent's agent, to alert the Claimant and the Links about this problem and offer a solution. (It is telling that the Links had no "out-of-plumb" complaints about Cardinal's work.) I agree with the Fund that local government inspectors do not make assessments regarding the quality of a contractor's workmanship. Contrary to the Respondent's assertions, general contractors are responsible for the workmanship of their subcontractors. *See* Md. Code Ann., Bus. Reg. § 8-405(b) (Supp.

2014). Also, contrary to the Respondent's assertions, although section 8-405(e) allows the Fund to reject claims made by claimants who reject good faith offers to resolve claims, I agree with the Claimant's estate that, for the reasons set out by the Fund, the Claimant was justified in dismissing the Respondent. Therefore, section 8-405(e) is inapplicable here.

What is not so clear-cut is how to determine the actual loss sustained by the Claimant's estate. Mr. Davis undertook additional work for which he did not seek additional compensation (such as rebuilding the porch and removing and reinstalling fencing). Yet, he also neglected to purchase items costing \$7,606.29, which were part of the June 20, 2011 contract. His failure to purchase these items forced the Claimant to buy them herself. Furthermore, the Cardinal contract includes porch repair and HVAC work—items that were not in the Respondent's contract.

Much of the blame for the imprecision of the contract's scope lies with Mr. Davis as well as the Respondent, Ms. McWilliams—despite her claims of victimization—because of her detachment from the affairs of the contracting company for which *she* held the license. (Mr. Link suggested that Ms. McWilliams was “clueless” about what was going on at her company.) Mr. Davis, as the Respondent's agent, poorly drafted the original contract and failed to use written change orders to memorialize additions or subtractions to the scope of the work. Those failures on Mr. Davis's and, by extension, the Respondent's part, should not inure to the detriment of the Claimant's estate. Therefore, I consider the differences between the two contracts a wash; the Respondent's porch and fencing work essentially balances Cardinal's porch and HVAC work. I also consider the Claimant's expenditures for necessary items a wash as well. For the purpose of determining actual loss, I have added those items to the contract price and to the amount paid to or on behalf of the Respondent.

Having found eligibility for compensation I now turn to the amount of the award, if any, to which the Claimant is entitled. The Fund may not compensate a claimant for consequential or

punitive damages, personal injury, attorney's fees, court costs, or interest. COMAR

09.08.03.03B(1). 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).

Using the formula prescribed in COMAR 09.08.03.03B(3)(c), my computation of the Claimant's actual loss is as follows:

\$80,456.29	Amount paid by the Claimant to or in behalf of the Respondent
<u>+64,000.00</u>	Reasonable cost of repair and completion
\$144,456.29	
<u>-112,850.00</u>	Original contract price (combined contracts)
\$31,606.29	Actual loss by the Claimant

Pursuant to the Business Regulation Article, 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) (Supp. 2014). Therefore, I will recommend that the Fund reimburse the Claimant the maximum amount allowable, \$20,000.00, for actual losses that she suffered because of the Respondent's poor and inadequate work, which constitutes "an act or omission" under sections 8-401 and 8-405(a) of the Business Regulation Article.

PROPOSED CONCLUSION OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$20,000.00 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401 (2010), 8-405 (Supp. 2014).

PROPOSED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$20,000.00; 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 (10%) as set by the Maryland Home Improvement Commission. Md. Code Ann., Bus. Reg. § 8-411(a) (2010); and

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

Signature on File

November 17, 2014
Date Decision Issued

⤵ _____
Thomas G. Welshko
Administrative Law Judge

TGW/tc
152551

PROPOSED ORDER

WHEREFORE, this 20th day of January 2015, 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

I. Jean White

Panel B

MARYLAND HOME IMPROVEMENT COMMISSION

The Maryland Home
 Improvement Commission

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BEFORE THE
 MARYLAND HOME IMPROVEMENT
 COMMISSION

v. Sharon Davis
 t/a Davis Concepts LLC
 (Contractor)
 and the Claim of
 Anna Stinefelt
 (Tammy Link, Personal Rep)
 (Claimant)

MHIC No.: 12 (90) 608

REISSUED

FINAL ORDER

WHEREFORE, this 26th day of May, 2015, Panel B of the Maryland Home

Improvement Commission ORDERS that:

1. The Findings of Fact set forth in the Proposed Order dated January 20, 2015 are **AFFIRMED**.
2. The Conclusions of Law set forth in the Proposed Order dated January 20, 2015 are **AFFIRMED**.
3. The Proposed Order dated January 20, 2015 is **AFFIRMED**.
4. This Final Order shall become effective thirty (30) days from this date. During the thirty (30) day period, any party may file an appeal of this decision to Circuit Court.

Joseph Tunney
 Joseph Tunney, Chairperson
 PANEL B

MARYLAND HOME IMPROVEMENT COMMISSION
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