

IN THE MATTER OF THE CLAIM	* BEFORE MICHELLE W. COLE,
OF BRIAN PIOTROWSKI,	* AN ADMINISTRATIVE LAW JUDGE
CLAIMANT,	* OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	* OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	* OAH NO.: DLR-HIC-02-15-03912
FOR THE ALLEGED ACTS OR	* HIC NO.: 14 (90) 943
OMISSIONS OF JEROME HERBERT,	*
t/a H Q ENTERPRISES,	*
RESPONDENT	*

* * * * *

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 November 10, 2014, Brian Piotrowski (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of actual losses allegedly suffered as a result of a home improvement contract with Jerome Herbert t/a H Q Enterprises (Respondent).

I held a hearing on June 5, 2015 at the Office of Administrative Hearings (OAH), Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312, 8-407 (2015). John D. Hart, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund. The Claimant represented himself. The Respondent represented himself.

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 (2014); Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02, and 28.02.01.

ISSUES

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

If so, what is the amount of the award to which the Claimant is entitled from the Fund?

SUMMARY OF THE EVIDENCE

Exhibits

An Exhibit List is attached to this Proposed Decision as an Addendum.

Testimony

The Claimant testified and presented two witnesses: Bryan Carter, a licensed contractor whom I accepted as an expert in the home improvement field; and Valeria Costner, an interior designer and decorator.

The Fund presented no witnesses.

The Respondent testified on his own behalf.

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 home improvement contractor, licensed by the MHIC.
2. The Claimant owns a house located at 12015 Hammonds Glen Circle, Kingsville, Maryland (the Property), which is his primary residence.

3. On or about March 4, 2014, the Claimant and the Respondent entered into a contract (Contract) for home improvement work.

4. The Contract provided for the renovation of several areas of the Claimant's home, including the kitchen, recreation/living room, and dining room as follows:

- Remove and install washer/dryer and waste sink
- Remove wall leading into the kitchen
- Remove sheetrock where water and waste pipes are
- Build new frame for slideable doors around washer/dryer
- Install new pipes for washer/dryer, water and waste
- Move or install new exhaust duct for dryer
- Install new light and switch for washer/dryer area
- Install and build frame for new doors, slideable around washer/dryer
- Finish area with new sheetrock and trim
- Paint and finish room prior to installation of equipment
- Remove granite around fireplace
- Install new tiles on wall and floor near fireplace area
- Build new shelving on both sides of fireplace and finish with trim and paint
- Install new wires and switches for wall sconces
- Repair walls that need to be cut into
- Install new addition of trim piece to crown molding
- Install new molding box on ceiling and finish
- Remove, repair and finish part of wall adjacent to washer/dryer room
- Repair flooring or add additional wood to flooring to match
- Remove granite from kitchen countertops
- Remove all appliances and cabinets
- Plan for movement of duct work for downdraft
- Install new electric in cabinets
- Cut into basement ceiling to move 220 line for ovens
- Repair and paint ceiling/walls
- Remove all railings on second floor and install temporary safety railing
- Remove steps into area being built out for oven
- Repair and finish walls for oven, refrigerator area
- Install appliances into new countertops
- Install plumbing into sink
- Build new columns and ceiling enclosure in dining room, trim, and finish
- Move lighting fixture into middle of enclosure
- Install new lighting, lighting boxes, and lighting fixtures
- Repair all walls after installing new switches and electric boxes
- Repair or install new flooring where walls have moved or opened up

- Install new sliding door in dining room area
- Remove all carpet from step area leading to second floor and in hallway on second floor
- Install hardwood flooring on second floor hallway
- Finish areas with threshold pieces for flooring
- Sand, stain, and finish with polyurethane on steps
- Install runner carpet
- Install new railing banisters
- Install trim-out pieces in dining room
- Repair all nail pops and dings in all first floor rooms
- Prepare, trim for paint, and paint all walls, trim, and ceiling
- Paint all doors in hallway and first floor
- Install new bulkhead for duct work
- Install duct work and outlet on exterior of building
- Install all cabinets, exhaust fan, and crown molding on cabinets

5. The agreed-upon Contract price was \$27,650.00. The Claimant agreed to pay \$10,000.00 when the Contract was signed; \$4,000.00 after three weeks; and the remainder thereafter.

6. The Claimant paid to the Respondent the initial payment of \$10,000.00 under the Contract.

7. The Respondent purchased materials for the renovation, including several boxes of hardwood flooring.

8. On March 4, 2014, the Respondent started working on the project.

9. The Respondent installed hardwood flooring where stairs had been removed in the kitchen. Under the Contract, this new flooring was supposed to be integrated with the existing hardwood flooring in the kitchen. The Respondent did not stagger the flooring boards. As a result, the flooring pattern was not consistent with the existing flooring and gave the appearance that the floor had been patched.

10. The kitchen flooring installation was not completed as required under the terms of the Contract. As such, the home improvement was inadequate.

11. On March 17, 2014, the Claimant notified the Respondent that he was dissatisfied with the appearance of the newly installed kitchen flooring. He sent the following text message to the Respondent:

Jerry . . . I just took notice of the floor you laid where steps used to be. Shouldn't those boards have been staggered with the boards that have already been layed [sic]? I know some of the old boards would need to be pulled up to do they [sic] but the flat cut is an eye soar [sic]. My wife hasn't notice but since I did I can't stop looking at it. For what we are doing here that will not work.

12. In response to the Claimant's complaint, the Respondent sent the following text: "Sorry but will have to look at in morning." (Claimant's Ex. 8 at 3).

13. In preparation for the renovation and pursuant to the Contract, the Respondent cut holes in the walls in the living room to locate the wiring and pipes. He had not finished work in this room when the Claimant terminated the contract.

14. The Respondent installed hardwood flooring in the hallway on the second level. He did not level the seams of the existing subfloor by sanding or securing the subfloor with screws or nails, which caused bowing and buckling of the new hardwood flooring. This work was inadequate.

15. The Respondent installed the hardwood flooring on the second floor over unsupported subfloor and nailed pieces of cardboard on top of the subfloor in some areas. This work was inadequate.

16. On March 18, 2014, the Claimant sent the following texts to the Respondent:

Jerry . . . I just noticed that my \$3k TV and several hundred I. Speakers are sitting right on top of my sump pump. Bad spot. I've got a number of other issues I'd like to discuss as well. I'm am [sic] not happy with this process to this point or the quality of work on the floors. I am feeling very uncomfortable with my decision to select you for this project.

* * *

I would like to discuss ASAP so we can work out the issues or quickly select Another option. With the flooring as a first impression I have been physically

sick the past 2 days that I gave a \$10k check. Things as simple as your short days (3 hour lunches) and lack of helper when you promised with our handshake that you'd have someone for 40 hours. My other choice would have been over half way through the work.

* * *

Please call me tonight OR before you leave in the morning. We will not move forward until we have a live conversation.

17. On March 19, 2014, the Claimant advised the Respondent that he was also dissatisfied with the upstairs floors. He requested that the Respondent return his \$10,000.00 payment "less the 6 unused boxes of flooring . . . and other materials used to this point." (Claimant's Ex. 9).

18. When the Claimant terminated the contract, the Respondent had not offered to correct any of the areas of which the Claimant complained. At that time, the Respondent had already removed the crown molding, cut holes in the drywall, and spackled some areas where drywall had been replaced.

19. The Claimant informed the Respondent that he should pick up his tools that had been left at the Property, and should submit an invoice regarding the cost of materials and labor prior to the termination of the Contract.

20. On April 1, 2014, the Claimant hired another contractor to construct the built-in wall units at a cost of \$13,750.00. The Respondent did not work on the built-in units prior to the termination of the Contract.

21. On June 18, 2014, the Claimant entered into a contract with Bryan S. Carter Contracting, LLC, to complete the home improvement renovation at a cost of \$79,937.50.

22. Bryan Carter submitted an itemized summary of costs to repair work performed by the Respondent. He estimated five items that required repair as a result of the Respondent's work, including the installation of hardwood flooring in the second level hallway; the finishing of drywall seams and joints near the kitchen; the patching of hardwood flooring in the kitchen; the

cutting and removal of drywall and molding in the dining room; and the removal of drywall and insulation in the family room.

23. The following work performed by the Respondent was inadequate, incomplete, or unworkmanlike as follows:

The 40" X 42" hardwood floor patch in the kitchen was not properly integrated with the existing flooring;

The upstairs subfloor was not properly leveled and sanded;

The upstairs hardwood flooring was not properly installed over a secured and level subfloor.

24. Mr. Carter repaired and completed the unworkmanlike home improvement of the kitchen flooring. The cost to remove and replace the patched kitchen floor was \$875.00.

25. Mr. Carter repaired and completed the unworkmanlike home improvement of the second level hallway flooring. The cost to remove and replace the subfloor and hardwood flooring was \$3,750.00.

26. Mr. Carter completed the renovation of the walls, which included adding light fixtures, adjusting electric and duct work, and finishing the drywall. The Respondent's preparation of the walls and other areas for the home improvement was neither inadequate nor unworkmanlike.

27. Since the Claimant terminated the Contract in the middle of the renovation, the Respondent was not permitted to complete the finishing stages of the renovation, including the drywall and molding.

DISCUSSION

Section 8-405 of the Business Regulation Article provides that 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 (2015). Section 8-401 defines "actual loss" as "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 (2015). The Claimant bears the burden of proof by a preponderance of the evidence to establish entitlement to an award from the Fund. COMAR 09.08.03.03A(3). If I determine that the Claimant has suffered an actual loss, COMAR 09.08.03.03B governs the calculation of an award from the Fund. For the reasons set forth below, I conclude that the Claimant has met his burden and is entitled to an award of \$4,625.00.

The Respondent, who was a licensed home improvement contractor at all times relevant to this claim, entered into a Contract with the Claimant for the renovation of the Claimant’s home, to include the installation of hardwood flooring in several areas of the house; the construction of two built-in wall units; the elimination of walls; and the addition of lighting fixtures. The Claimant complains that the Respondent’s work was inadequate and unworkmanlike, and seeks reimbursement from the Fund for \$10,000.00, the total amount paid to the Respondent before the Claimant terminated the Contract. The Respondent denies the claim of an unworkmanlike home improvement. He contends that the Claimant fired him while he was in the middle of a competent renovation. For the following reasons, I find that the Claimant has established that the Respondent failed to properly install hardwood flooring in two areas of the Property, and that the Claimant incurred an actual loss as a result.

The evidence showed that the Respondent installed hardwood flooring in a 40” by 42” area in the kitchen where stairs had been removed. The Contract called for the Respondent to “[r]epair flooring or add additional wood to flooring to match.” (Claimant’s Ex. 1 at 1 (Item No. 24)). The Claimant’s photograph of the completed project shows that the new section was not at all integrated with the existing flooring and did not match. (Claimant’s Ex. 3 at 1-2). Indeed, from a layperson’s perspective, the installation of the new flooring appeared inadequate. The patched area can easily be identified apart from the existing flooring. In addition, I accepted the

expert testimony of Bryan Carter, who reviewed the Respondent's work prior to completing the renovation of the Claimant's Property. Mr. Carter provided a review and an estimate regarding each area of the renovation that he completed. Regarding the kitchen flooring, he stated:

Improperly patched hardwood floor in Kitchen (See picture #1 & 2). Space was formerly used for steps that HQ Enterprises removed to enlarge kitchen. The floors were cut/installed with straight line edge rather than toothed in to integrate new area with existing floor. Entire section was removed and new floor must be properly integrated/toothed. The section is 40" x 42". The hardwood costs approximately \$6/foot and the replacement cost for approximately 13 feet.

(Claimant Ex. 2 at 3).¹ Mr. Carter reported the cost of removing the patched flooring and reinstalling and integrating the flooring to be \$875.00. Accordingly, I find that the evidence supports a finding that the Respondent failed to stagger the new flooring boards, and did not integrate the new flooring with the existing flooring as was required under the Contract. The result was an unworkmanlike and inadequate product.

I do not credit the Respondent's testimony that the kitchen flooring did not reflect his completed work, but served as a temporary filler to prevent any injuries to household members during the renovation. First, the photographs show finished hardwood floors with new hardwood boards that are level and secured within the patched area. The Respondent's explanation that he would cut new hardwood flooring to fill space as a temporary safety measure is incredible. Second, the Respondent failed to provide such an explanation when the Claimant alerted the Respondent to his dissatisfaction with the appearance of the kitchen floor. In response to the Claimant's complaints that the boards should have been staggered to create an integrated appearance and, as installed, were "an eye soar [sic] . . . that will not work," the Respondent texted: "Sorry but will have to look at in morning." (Claimant's Ex. 8 at 3). If the Respondent had intended the patched area to be a safety measure, not the finished product, he surely would

¹ Mr. Carter refers to Pictures in his review and estimate. These photographs are the photographs submitted by the Claimant as Claimant's Exhibit #3 at 1-10.

have explained this to the Claimant in his response. The Respondent did not offer to reinstall the hardwood flooring at any time prior to the termination of the Contract.

I also find that the Claimant established an actual loss as a result of the Respondent's installation of flooring on the second level of the Claimant's Property. Regarding this home improvement, Mr. Carter opined:

Improperly installed hardwood floor in upstairs hallway (See picture #9, 10 & 11). HQ Enterprises removed upstairs hallway carpet and replaced with hardwood flooring to match first floor hardwood. Per review by Bryan S. Carter, LLC a majority of the hallway hardwood was installed improperly and the most efficient/cost effective way to correct is to remove all wood and start from scratch. Issues with the hardwood include the following: Subfloors were uneven at every seam due to weather related buckling when the house was built. HQ Enterprises installed wood over buckling subfloor which caused multiple areas of buckling hardwood. In order to properly install floor, Carter sanded down all subfloor seams where needed. HQ's installed floor boards were very loosely joined with larger than acceptable gaps throughout 75% of floor installation. All 6 door thresholds were improperly finished allowing 2" + of carpeting visible in hallways when doors are closed. Carpet was cut incorrectly at edges and not tightly tacked to create clean look . . . this would have caused significant additional wear and pulling of carpet over a short period of time and it was esthetically unattractive. There were various spots where wood was nailed in visible areas of the floor not covered by shoe molding. When Carter inspected the property, HQ had moved onto another project in the house before installing the shoe molding so Carter had to provide this as well. The most concerning issue is that HQ laid unsupported ¾" hardwood literally floating with no subfloor) over 36" x 18" section of floor that was previously open space. Carter observed (See picture # 9 & 10) cardboard pieces used to prop up hard wood for installation purposes and structure built beneath floor area was not sufficient to support weight. Carter installed ¾" subfloor over newly built support structure for this area. When observed, the floor flexed and made slight cracking sound when someone (including the family's 25 lb. 1.5 year old daughter) stood in the area. The new floor space was previously headway for steps entering kitchen which has been enclosed to enlarge kitchen. Carter purchased and used 8 boxes of hardwood for this area of the project @ \$130/Box to redo the job.

(Claimant Ex. 2 at 1). The Claimant's photographs support a finding that the home improvement of the hallway flooring was inadequate. Pictures #9 and #10 (Claimant's Ex. 3 at 9-10) show that pieces of cardboard were nailed to the subfloor. I also credit Mr. Carter's testimony that the flooring bowed under the weight of the Claimant's twenty-five pound toddler. I find that the

evidence establishes that the Respondent's installation of hardwood floors on the second level constituted an inadequate and unworkmanlike home improvement. According to Carter, the cost of removing and reinstalling the hardwood flooring on the second level was \$3,750.00.

Mr. Carter assessed additional costs for repairing and finishing drywall and molding in various areas of the home in the amount of \$5,636.00. However, the evidence fails to establish that these costs were incurred as a result of the Respondent's unworkmanlike, inadequate or incomplete home improvement. The Claimant argues that the Respondent cut too many holes in the walls in order to locate the wiring and pipes. The evidence fails to support the Claimant's allegation that this work was inadequate or unworkmanlike. The Claimant's expert agreed that even though he would not have cut so many openings, the Respondent's choice to open up the walls to locate and move the wiring was "not incompetent."

Moreover, it is clear that the Claimant terminated the Contract and prevented the Respondent from completing the final stages of the renovation, which would include finishing drywall, painting, and adding or reattaching molding. When the Claimant fired the Respondent, the Respondent had just started working on the drywall and surrounding areas. At this time, the Respondent had not reached the stage of the renovation where he would be sanding and finishing the drywall. Indeed, the Respondent testified that the drywall had not been sanded in the Claimant's photograph (Claimant's Ex. 3 at 8) because the drywall had been spackled and was still wet when he left the Claimant's Property. He also stated that the molding had been removed and the holes had been cut in the drywall to prepare for work when the Claimant notified him that he should arrange to pick up his tools from the Property. I find the Respondent's explanation to be reasonable. Certainly, the photographs of the molding and drywall do not reflect a finished or completed project. The texts and emails further show that the parties were discussing arrangements involving the renovation on March 18, 2014 and the terms of the

termination of the Contract on March 19, 2014. Accordingly, I find that the Claimant is not entitled to reimbursement for the costs incurred by Bryan Carter, LLC, to finish the drywall and other finishing stages of the renovation when there was no evidence that the preparation work was inadequate or unworkmanlike and where the Claimant ordered the Respondent to stop work on the renovation.²

The remaining issue, therefore, is the amount of the award due to the Claimant. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney's fees, court costs, or interest, and the Claimant does not seek such damages. COMAR 09.08.03.03B(1). MHIC's regulations at COMAR 09.08.03.03B(3) offer three formulas for measurement of a claimant's actual loss:

(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 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.

² While Maryland law provides that a claim against the Fund may be denied if the claimant has "unreasonably rejected good faith efforts by the contractor to resolve the claim," Md. Code Ann. Bus. Reg. § 8-405(d) (2015), I find that the Respondent did not make any efforts to resolve the claim. He failed to respond to several communications sent by the Claimant on March 17 and 18, before the Claimant terminated the Contract on March 19.

None of the formulas set forth above in COMAR 09.08.03.03B(3)(a-c) is an appropriate measure of damages in this case. The Claimant's expert, the contractor who completed the renovation, testified that the Respondent's estimate was not realistic and that he would have charged a much higher fee for completing the work included under the Contract. Indeed, the Claimant paid \$79,937.50 to Bryan Carter to finish the renovation,³ when the Respondent agreed to complete the renovation at a cost of \$27,650.00. The Respondent had been working on the Property for a few weeks when the Claimant terminated the Contract. Further, the Respondent had purchased materials that were used to complete the renovation and had started work on additional areas of the renovation that were completed by Bryan Carter. Accordingly, I find that a unique formula is required. Md. Code Ann., Bus. Reg. § 8-405(e)(5) (2015).

In this case, the Claimant paid to the Respondent the first payment of \$10,000.00, for the renovation. The Respondent purchased materials including six boxes of flooring that were used to complete the renovation. Neither party submitted evidence regarding the cost of these materials and Bryan Carter did not include the cost of these materials in his estimate. The Respondent started work that was ultimately completed by another contractor. However, neither party produced an invoice for the cost of labor for that work. The cost to repair and complete the inadequate renovation of the flooring in the kitchen (\$875.00) and the second level hallway (\$3,750.00) was \$4,625.00. I find this amount to represent the Claimant's actual loss. Accordingly, I recommend that the Claimant receive an award in the amount of \$4,625.00 for the actual loss incurred as a result of the Respondent's inadequate home improvement renovation.

³ This amount does not include the cost of the built-in wall units, which were completed by another contractor at the cost of \$13,750.00

PROPOSED CONCLUSION OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Claimant has sustained an actual and compensable loss of \$4,625.00 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. § 8-401 (2015).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$4,625.00; and

ORDER that the Respondent be 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 Maryland Home Improvement Commission. Md. Code Ann., Bus. Reg. § 8-411(a) (2015); and

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

August 24, 2015
Date Decision Issued

MWC/dlm
#157793

Signature on File

Michelle W. Cole
Administrative Law Judge

<p>IN THE MATTER OF THE CLAIM</p> <p>OF BRIAN PIOTROWSKI,</p> <p>CLAIMANT</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF JEROME HERBERT</p> <p>t/a H Q ENTERPRISES,</p> <p>RESPONDENT</p>	<p>* BEFORE MICHELLE W. COLE,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>* OAH NO.: DLR-HIC-02-15-03912</p> <p>* HIC NO.: 14 (90) 943</p> <p>*</p> <p>*</p> <p>*</p>
--	--

* * * * *

ADDENDUM - EXHIBIT LIST

The Claimant submitted the following documents, which I admitted into evidence as the exhibits numbered below:

1. Contract, dated March 4, 2014
2. Review & Estimate by Bryan S. Carter, LLC, undated
3. 11 Photographs, undated
4. Estimate by John H. Franz, Inc., dated March 28, 2014
5. Estimate by Foxtail Custom Cabinetry, dated April 1, 2014
6. 3 Photographs, undated
7. Email correspondence from Valeria Coster, dated March 3, 2014
8. Print-out of text messages, dated February 21, 2014 through March 19, 2014
9. Email correspondence from the Claimant to Respondent, dated March 19, 2014
10. Bryan S. Carter Contract, dated June 18, 2014
11. 4 Photographs, undated

The Fund submitted the following documents, which I admitted into evidence as the exhibits numbered below:

1. Notice of Hearing, dated April 23, 2015
2. Hearing Order, dated January 27, 2015
3. DLLR License History Report, dated June 3, 2015
4. HIC Form, dated November 10, 2014
5. Letter to Respondent, dated December 9, 2014
6. Letter to Claimant, dated January 27, 2015

**The Maryland Home
Improvement Commission**

**v. Jerome Herbert
t/a HQ Enterprises
(Contractor)
and the Claim of
Brian Piotrowski
(Claimant)**

* **BEFORE THE**
* **MARYLAND HOME IMPROVEMENT**
* **COMMISSION**
*
* **MHIC No.: 14 (90) 943**
*
*

FINAL ORDER

**WHEREFORE, this 11th day of February 2016 , Panel B of the Maryland Home
Improvement Commission ORDERS that:**

- 1. The Findings of Fact set forth in the Proposed Order dated October 5, 2015 are AFFIRMED.**
- 2. The Conclusions of Law set forth in the Proposed Order dated October 5, 2015 are AFFIRMED.**
- 3. The Proposed Order dated October 5, 2015 is AFFIRMED.**
- 4. This Final Order shall become effective thirty (30) days from this date.**
- 5. 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

PHONE: 410-230-6309 • FAX: 410-962-8482 • TTY USERS, CALL VIA THE MARYLAND RELAY SERVICE
INTERNET: WWW.DLLR.MARYLAND.GOV • E-MAIL: DLOPLMHIC-DLLR@MARYLAND.GOV

LARRY HOGAN, GOVERNOR • BOYD K. RUTHERFORD, LT. GOVERNOR • KELLY M. SCHULZ, SECRETARY

MARYLAND HOME IMPROVEMENT *
COMMISSION GUARANTY FUND *
CLAIM OF BRIAN PIOTROWSKI *
AGAINST JEROME HERBERT *
t/a HQ ENTERPRISES *

MARYLAND HOME
IMPROVEMENT COMMISSION

CASE NO. 14 (90) 943

* * * * *

AMENDED ORDER

On this 24TH day of February, 2016, the Maryland Home Improvement Commission hereby ORDERS that:

1. At the exceptions hearing in this matter on January 7, 2016, Claimant Piotrowski and Respondent Herbert reached a settlement agreement, and the Claimant has confirmed receipt of said settlement payment from the Respondent.

2. Accordingly, the Guaranty Fund claim in this matter is hereby Dismissed..

Joseph Tunney
Chair