

**STATE OF MICHIGAN
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
BUREAU OF HEARINGS**

In the matter of

Docket No. 2001-2004

Bureau of Commercial Services,
Petitioner

Agency No. 21-01-0571-00

v

Casadei Development, Inc.,
Respondent

Agency: Bureau of Commercial
Services

Case Type: Sanction

_____ /

**Issued and entered
this 28th day of August, 2002
by Gregory Holiday
Administrative Law Judge**

HEARING REPORT

PROCEDURAL HISTORY

This proceeding was commenced with the filing of a Notice of Hearing upon a Formal Complaint dated October 17, 2001, charging Respondent with one or more violations of the Occupational Code, 1980 PA 299, as amended (Code), MCL 339.101 *et seq.* Pursuant to Section 92 of the Administrative Procedures Act, 1969 PA 306, as amended, MCL 24.201 *et seq.*, Respondent was afforded an opportunity to demonstrate compliance prior to the commencement of formal proceedings. Respondent failed to satisfactorily demonstrate compliance and, as a result, the matter was set and noticed for a formal hearing.

The hearing was scheduled to be held on Monday, January 14, 2002 at 9:30 a.m., at the Bureau of Hearings of the Department of Consumer and Industry Services, 1200

Sixth Street, Eighth Floor, Detroit, Michigan, and the same proceeded at about 2:00 p.m. At the end of the day, the hearing was continued to Friday, March 8, 2002. On March 1, 2002, Respondent filed an Answer to Formal Complaint and Affirmative Defenses. The hearing was completed on Friday, March 8, 2002. Gregory Holiday presided as Administrative Law Judge. Larry R. Jensen, Esq., appeared on behalf of the Bureau of Commercial Services' Enforcement Division of the Department. Inspector Charles Curtis and Ernie Savas testified as witnesses for Petitioner. Robert E. Forrest, Esq., appeared on behalf of Casadei Development, Inc., Robert Casadei, Qualifying Officer (Respondent). Mr. Casadei and Inspector John Hudock testified for Respondent.

ISSUES AND APPLICABLE LAW

The general issue presented is whether Respondent violated the Code, with respect to the practice of a residential builder. The specific issues are whether Respondent violated Builder Rules 1979 AC, R 338.1551(4) and 1979 AC, R 338.1551(5) and Sections 604(c) and 2411(2)(m) of the Code, which provide, in pertinent part:

Sec. 604. A person who violates 1 or more of the provisions of an article which regulates an occupation or who commits 1 or more of the following shall be subject to the penalties prescribed in section 602:

(c) Violates a rule of conduct of an occupation.

Sec. 2411...(2) A licensee or applicant who commits 1 or more of the following shall be subject to the penalties set forth in article 6:

(m) Poor workmanship or workmanship not meeting the standards of the custom or trade verified by a building code enforcement official.

Rule 51...(4) If a complaint is justified by the local building inspector or by a person authorized by the department to make inspections, the builder or contractor shall correct the complaint within a reasonable time. Failure or refusal by the licensee to correct a structural matter that is materially deficient, dangerous or hazardous to the owners shall be presumed to be dishonest or unfair dealing.

Rule 51...(5) Standards of construction shall be in accordance with the local building code, or in the absence of a code in accordance with the building code of the nearest political subdivision having a building code.

EXHIBITS

Petitioner offered the following exhibits for consideration at the hearing:

<u>Exhibit</u>	<u>Description</u>
1	7/24/01 Building Inspection Report of Charles E. Curtis from 6/5/01 Inspection
2	Copy of 7/24/99 Building Contract with One Year Builders Warranty
3	Copy of 3/20/00 Letter from Ernie Savas to Casadei-Homes, Inc. with repair request list attached
4	Copy of Repair Request Addenda Notices 1 through 7 (except 2)

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- 5 Copy of 1/14/01 Letter to Casadei Homes, Inc from Ernie Savas
- 6 Copy of 4/6/01 Letter to Ernie Savas from Velux-America Inc.
- 7 Copy of 1/4/02 Proposal for \$9,400.00 to Ernie Savas from Moscovic Building Co., Inc.

- 8 Copy of 1/11/02 Quote for \$33,500.00 to Ernie Savas from Anthony Development Corporation with Cover Letter
- 9 Estimate from Aristio Construction - Rejected, Withdrawn
- 10 Copy of 2/1/02 Estimate for \$29,276.24 to Ernie Savas from Burton Brothers General Contractors, L.C.
- 11 Copy of 2/9/02 Proposal for \$1,865.00 to Ernie Savas from Kearns Brothers, Inc.
- 12 Copy of 2/9/02 Proposal for \$320.00 to Ernie Savas from Kearns Brothers, Inc.
- 13 Copy of 1/23/02 Proposal for \$3,000.00 to Ernie Savas from Kearns Brothers, Inc.
- 14 Copy of 4/2/01 Letter to John Hudock, Building Official from Mary Beth Carwan, Bureau of Commercial Services, Dept. of Consumer & Industry Services (rejected)
- 15 Copy of form Request for Completion of Building Inspection Report with attached copy of 2/5/01 letter to CIS from Ernie Savas, Copy of 2/5/01 Statement of Complaint of Ernie Savas, copy of Building Contract, copies of addenda notices, copy of 1/14/01 letter from Ernie Savas to Robert Casadei, copy of 4/2/01 letter from Mary Beth Carwan to Inspector Hudock, and copies of several receipts attached (rejected)

Respondent offered the following exhibits for consideration at the hearing:

Exhibit **Description**

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- 1 Copy of 2/26/01 Letter to Ernie Savas from John H. Hudock, Building Official with copy of 2/13/01 Letter from Bob Casadei to John Hudock attached
- 2 Copy of 9/5/00 Letter to Ernie Savas from Robert Casadei
- 3 Copy of 9/14/01 Letter to Casadei Homes, Inc from Ernie Savas
- 4 Copy of 10/17/01 Formal Complaint with copy of 2/5/01 letter to CIS with Copy of 2/5/01 Statement of Complaint attached, copy of 3/20/00 letter from Ernie Savas to Casadei-Homes with repair list attached, copies of addenda notices, copy of 1/14/01 letter to Robert Casadei from Ernie Savas and copy of 7/24/01 Building Inspection Report of Charles Curtis
- 5 Copy of Casadei's Addenda # 3
- 6 Copy of Casadei's Addenda # 5
- 7 Photo showing front pavers that have dipped
- 8 Photo showing front pavers that have dipped
- 9 Photo closeup of one of two gutter downspouts
- 10 Photo showing downspout needing straps
- 11 Photo showing area where gutter allegedly pulling away
- 12 Photo showing vent over computer room
- 13 Photo of Entire Front Paver area where some have settled
- 14 Copy of 3/13/01 letter from Bob Casadei to John Hudock
- 15 Copy of annotated 4/9/01 letter from Robert Casadei to Ernie Savas
- 16 Copy of 10/2/01 Letter from John Hudock to Bureau of Construction Codes with package of correspondence attached (Rejected)
- 17 Copy of Respondent's Alleged Restitution Calculation Sheet
- 18 Copy of Specifications for 48 Pine Gate Drive (Rejected)

- 19 Copy of 9/21/99 Final Walk Thru handwritten notes
- 20 Copy of 12/27/99 Letter from Bob Casadei to Northland Tile
- 21 Copy of Annotated 3/20/00 List of Complaints
- 22 Copy of Annotated Addenda Notice # 1
- 23 Copy of Annotated Addenda Notice # 2 (Rejected)
- 24 Copy of Annotated Addenda Notice # 4
- 25 Copy of Annotated Addenda Notice # 6 (Rejected)
- 26 Copy of 3/13/01 Letter from Gerald Quinn of J&J Roofing and Maintenance to Casadei Development, Inc.
- 27 Copy of 8/13/01 Letter To Michigan Dept. Consumer & Industry Services from Robert Casadei
- 28 Copy of 3/4/02 Estimate of \$75.38 from S & M Heating Sales Company
- 29 Copy of 3/4/02 Estimate of \$49.00 from Northland Tile Co.
- 30 Copy of 3/4/02 Estimate of \$320.00 from E.A. Pickering Painting, Inc.
- 31 Copy of 2/27/02 Proposal of \$50.00 from G & M Gutter Company, Inc.
- 32 Copy of undated Proposal of \$60.00 from Michael LaCommare
- 33 Copy of Respondent's Exhibit 7 Photo with Annotations

FINDINGS OF FACT

Robert Casadei has been a licensed residential builder since 1979, serving as qualifying officer of Casadei Development, Inc., a business started by his father in the early 1960s. Mr. Casadei has overseen the construction of some 300-400 homes in the Bloomfield

Hills area. Pinegate Development is north of Long Lake Road and west of Woodward Avenue, consisting of homes valued at between 2 and 3 million dollars.

On about July 24, 1999, Respondent entered into an Agreement (Petitioner Exhibit 2, pages 1-5) with Dr. Vicky Savas and Nick Savas to sell them a “spec home” at 48 Pine Gate Drive in Bloomfield Hills for \$2,500,000.00. At the time the contract was executed, construction on the home was nearing completion. Virtually all of the business dealings concerning the home were handled by Ernie Savas, the brother Vicky Savas and son of Nick Savas. Mr. Casadei conducted final walkthroughs on September 18, 1999 (with Ernie Savas and his parents) which found 30 items requiring attention and on September 21, 1999 (just the parents) when the list was reduced to about 7 (See Respondent Exhibit 19). At closing, they identified how the remaining items would be handled. A March 20, 2000 letter (with attachment) from Ernie Savas to Casadei Homes identified over 60 warranty items requiring attention. Mr. Savas and Mr. Casadei spoke on the telephone on about March 27, 2000 to go over the Savas list of complaints. Respondent Exhibit 21 shows Mr. Casadei’s notes that he wrote as he went through the items with Ernie Savas. On many items they could not agree on either whether an item was a defect, or on how a defect would be cured. From Ernie Savas’ unreasonable point of view, if it was on the list, then it was a defect requiring correction in the manner he specified. Between May 8 and December 23, 2000, Ernie Savas issued “Addenda Notices” 1 through 7 containing additional items beyond the 60 set forth in the document appended to his March 20, 2000 letter.

When no significant progress was made on the March 20, 2000 repair list or the addenda, Ernie Savas issued his January 14, 2001 letter (Petitioner Exhibit 5) to Respondent demanding a written commitment by February 1, 2001 stating when each of the repair items would be completed. Unbeknownst to Ernie Savas, Mr. Casadei was away and didn't receive the January 14, 2001 letter until after February 1, 2001. On February 5, 2001, Mr. Casadei telephoned Ernie Savas and left a telephone message requesting a return call when he was unable to connect. Ernie Savas, by then fed up with the lack of progress, elected not to return the call. Instead, on about February 7, 2001, Ernie Savas filed a Statement of Complaint against Respondent. Bloomfield Hills Building Inspector John Hudock was notified of the Statement of Complaint and was asked to conduct an inspection. Mr. Hudock, with some 27 years of building inspection experience, has known of Respondent's construction business since Mr. Casadei's dad operated the business. Inspector Hudock had previously inspected the home on about 12 separate occasions during its construction and also when the certificate of occupancy was issued.

Per his usual operating procedure, Inspector Hudock sought to get the builder and homeowner together so that he could assist in mediating their disagreement. He first sent Mr. Casadei notice of the Savas complaint. By letter dated February 13, 2001, Mr. Casadei expressed surprise at Mr. Savas having filed a complaint, believing that the only difficulties in completing legitimate warranty repairs dealt with the scheduling problems of the Savas' family. Inspector Hudock sent Ernie Savas a letter (Respondent Exhibit 1) with Mr. Casadei's February 13, 2001 letter appended to it, suggesting a meeting to resolve the remaining items.

Ernie Savas did not respond to Inspector Hudock. By letter dated March 13, 2001, Mr. Casadei informed Inspector Hudock that Casadei had not heard from Ernie Savas. Mr. Casadei received an April 2, 2001 letter from Ernie Savas concerning the skylights and, in turn, issued his April 9, 2001 letter (Respondent Exhibit 15) to Ernie Savas notifying Mr. Savas that Respondent was waiting for a review by the skylight installer, Gerald Quinn of J & J Roofing, before deciding what action to take. In addition, Mr. Casadei urged Mr. Savas to contact him to resolve the legitimate outstanding warranty issues. Mr. Quinn replied to Respondent by letter dated March 13, 2001 (Respondent Exhibit 26) attributing the skylight water leakage to ice damming resulting from "acts of God". Neither Respondent, nor its subcontractor, J and J Roofing, were willing to take responsibility for the leaking skylights. On the contrary, the manufacturer, Velux-America, Inc., attributed at least part of the problem with the skylights to improper installation (See Petitioner Exhibit 6).

According to Ernie Savas, "unauthorized repairs" were being made on the roof of the home on March 31, 2001 and again on August 14, 2001. Mr. Savas insists that he didn't prevent any repairs from being completed, requiring a construction bond, liability insurance and workers compensation insurance before allowing anyone to do repairs. Mr. Savas also acknowledges having issued his September 14, 2001 letter to Respondent setting forth a myriad of conditions before workers would be allowed on the premises to perform repairs.

At Ernie Savas' request, State Building Inspector Charles E. Curtis was brought in to evaluate the Savas complaint. Mr. Curtis has been a Building Inspector for the State of

Michigan, Bureau of Construction Codes since about 1989. He has performed countless complaint inspections of residential properties and is considered an expert in the building trades. Mr. Curtis performed a complaint inspection at the 48 Pine Gate Dr., Bloomfield Hills, Michigan home in June 2001, some 18 months after occupancy. The inspection took 4 to 5 hours and Mr. Curtis was accompanied by Ernie Savas. Mr. Curtis' report of the inspection is Petitioner Exhibit 1.

According to Mr. Curtis, this is a very large, well-built home. When he received a copy of the Savas Statement of Complaint from the Bureau of Commercial Services, he used it during the inspection and looked at each item, one by one. His inspection disclosed:

Item 1 - Cabinet hinge in laundry room - No violation of any kind was found

Item 2 - Roof vent screens were missing - This complaint item was reported more than 18 months after completion occupancy or purchase and is not within the jurisdiction of the Bureau of Commercial Services.

Items 3 - Laundry countertop dip - No violation of any kind was found.

Item 4 - Lights in the kitchen hallway - This item would require an electrical inspection.

Item 5 - Failure to install grout is a code violation - he recalls that there was missing grout but couldn't recall how much. He recalls that in the powder room, there was no grout in a area of 2-3 feet. Inspector Curtis views this as an item of poor workmanship.

Items 6 through 9 - Crown molding, plaster finish work, wood cracks, stain mismatches, saw cuts, and caulking - No violations of any kind were found.

Item 10 - Various plaster and drywall cracks - According to Inspector Curtis, the home would have settled in the 18-months before his inspection and while settling of a house is typical, he doesn't think natural settling was the cause of this problem. He saw no foundation cracks where settling would normally appear. Inspector Curtis views these as items of poor workmanship. On the contrary, Inspector Hudock feels that normal house shrinkage causes these kinds of cracks. In a conversation with Mr. Savas, Mr. Casadei attributes this to normal house shrinkage and promised to correct the wall cracks although no time frame was set for the corrections. His company's standard practice is to perform repairs resulting from settling toward the end of the home warranty period to allow any anticipated settlement to have taken place.

Items 11-14 - Marble chips, nail pops, marble swirl scratches and water marks - No violations of any kind were found. While Mr. Savas insisted that the marble in the foyer be replaced, Mr. Casadei was adamant that there was no cause for replacing the marble.

Item 15 - Downspout Straps - Mr. Curtis recalls various places where the downspout straps were missing, disconnected or cut and didn't support the downspouts (See Respondent Exhibit 10, for example). Some downspout straps (in an area behind bushes) had been placed at one time, but had apparently been cut or removed. He couldn't determine whether they were properly installed during the original installation. Mr. Casadei agreed to replace 4 downspout straps during his March 27, 2000 walk-through with Ernie Savas. Inspector Curtis estimates that there were 6-20 straps missing at a cost about .50 cents each. Inspector Hudock pegs the cost at about \$100.00 for 10-15 straps including labor. Inspector Curtis

believes it to be poor workmanship if Respondent disconnected the straps and failed to reconnect them.

Item 16 - Main egress door finish peeling and cracking - No violation of any kind was found.

Item 17 - Sky Light Leaks - Ernie Savas complained of leaking skylights in addendum #7. Inspector Curtis is aware that the manufacturer came out and reinstalled certain skylights. The manufacturer attributed part of the problem to defective seals and part of the problem to the improper use of roofing nails (instead of VELUX flashing nails). In the opinion of Inspector Curtis, leaking sky lights are not uncommon and it is possible to repair them. He notes that there were three sky lights in that area of the home but couldn't recall if more than one leaked. He views the leaking sky light(s) as an example of poor workmanship. As of April 6, 2001, Mr. Casadei understood what repairs were required and was to have his roofer make the required corrections.

Item 18 - Plumbing leaks in Master Bedroom and Exterior Sprinkler System - Item would require a plumbing inspection.

Item 19 - Brick/Mortar tuck pointing - Inspector Curtis observed that tuck pointing was either missing or loose. He found a need for repair of mortar or tuck pointing in several places in front of house. Inspector Curtis viewed this as poor workmanship. This item was a complaint item within 18-months following completion, occupancy or purchase.

Items 20-24 - Repainting mismatch, broken molding, single floor tile crack in laundry room, lower level fireplace with felt pen markings and slow tank operation in 3rd

bedroom water closet - No violations of any kind were found and the slow tank operation would require a plumbing inspection.

Item 25 - Sinking brick pavers - Inspector Curtis observed that the driveway paver bricks were sinking, possibly due to the soil not having been properly compacted before installation (See Respondent Exhibits 7, 8 and 13). He observed that the flat surface with the pavers was no longer flat anymore. In his opinion, the one-time parking of a large on the pavers shouldn't cause that kind of depression. According to Inspector Curtis, an appropriate remedy would be to dig up the pavers, repack the gravel and re-sand to make straight and level. He views this as an item of poor workmanship.

Items 26-29 - Gouge in garage door inside surface, asphalt edge breaking away, lower level refrigerator trim not matching and master bedroom cabinet installation - No violations of any kind were found.

In sum, Inspector Curtis found no willful violations and found that Items 5, 10, 15, 17, 19 and 25 were examples of poor workmanship or workmanship not meeting the standards of the custom or trade. He found that Items 2, 5, and 17 were code violations apart from workmanship. Inspector Hudock characterized each of the items found justified by Inspector Curtis as minor items.

Of 25 contractors contacted by Ernie Savas , five came out and provided him with their estimates to correct some of the problems. Moscovic building Company provided a January 4, 2002 estimate (Petitioner Exhibit 7) of \$9,400.00 to correct items 5 and 10. Anthony Development, Inc., provided a January 11, 2002 estimate (Petitioner Exhibit 8) of

\$33,500.00 to correct items 10, 15 and 17. Burton Brothers provided a February 1, 2002 Estimate (Petitioner Exhibit 10) of \$29,276.24 to correct items 5, 10, and 25. Kearns Brothers provided estimates (Petitioner Exhibits 11, 12 and 13) totaling \$5,185.00 to correct items 2, 15 and 17. While Petitioner Exhibit 12 was admitted into evidence, it relates to the installation of a new kitchen vent over the computer room which is not an item of complaint made within 18 months after completion, occupancy or purchase. None of the estimates are viewed as reasonable charges for correcting defects attributable to Respondent. The Kearns Brothers estimates, while reasonable charges, include work not required to correct defects attributable to Respondent. Respondent pegged the cost to correct problems with roof vents, foyer and powder room grout, plaster cracks and painting for six walls, downspout straps, skylight and driveway pavers at \$774.38 (See Respondent Exhibits 17 and 28 to 32). Respondent's aggregate of estimates is unreasonably low.

CONCLUSIONS OF LAW

The principles that govern judicial proceedings also apply to administrative hearings. 8 Callaghan's Michigan Pleading & Practice (2d ed) § 60.48, page 230. The burden of proof is upon Petitioner to prove, by a preponderance of the evidence, that grounds exist for the imposition of sanctions upon Respondent. 1990 AACRS, R 339.1763. Any exhibit offered at the hearing and not heretofore ruled upon is hereby rejected.

Violation of Section 604(c) of the Code

By this charge, Petitioner asserts that Respondent violated Builder Rules 338.1551(4) and 338.1551(5), thereby violating Section 604(c) of the Code.

Builder Rule 338.1551(4) sanctions a builder or contractor who fails to correct a justified item of complaint within a reasonable time. Many unique factors prevented Respondent from correcting verified items of complaint within a reasonable time, including (a) scheduling difficulties with the homeowners, (b) disagreements with the homeowners on what specific corrections would be made (i.e., repair versus replacement, for example), and (c) interference by Ernie Savas in efforts to undertake repairs. Under the circumstances of this case, Respondent can't be held accountable to have corrected complaint items within a reasonable time. Therefore, no violation of Builder Rule 338.1551(4) has been shown.

Builder Rule 338.1551(5) requires that the standards of construction be in accordance with the local building code. A violation of, or failure to comply with, the building code does not constitute a violation of Builder Rule 338.1551(5). Building Code violations are addressed under Section 2411(2)(e) of the Code and are required to be willful in order to constitute a violation. As with any administrative rule, Builder Rule 338.1551(5) must be construed in light of the statute it is based upon, in this case, the Code. Construing Builder Rule 338.1551(5) in the manner sought would conflict with Section 2411(2)(e) of the Code. The Michigan legislature determined that as to building code violations, in order to constitute a misconduct under Section 2411(2)(e) of the Code, the violation must be willful. Where there is conflict between a rule and a statute, the statute controls. *Michigan Sportservice, Inc. v Commission of Department of Revenue*, 319 Mich 561; 30 NW2d 281 (1948). Builder Rule 338.1551(5) can be construed to avoid a conflict with Section 2411(2)(e) of the Code. In construing Builder Rule 338.1551(5) in light of Section 2411(2)(e) of the Code, Builder Rule

338.1551(5) governs the standards that are used by a builder or contractor. Where the builder or contractor knows what the applicable building code requires and, despite that knowledge, elects to use and follow other standards, then a violation of Builder Rule 338.1551(5) is established. For example, where the contractor and the homeowner agree privately that the contractor need not replace rotted roof boards before re-roofing, despite the contractor's knowledge that the applicable building code requires their replacement, the contractor would be in violation of Builder Rule 338.1551(5). That willful violation may also constitute a violation of Section 2411(2)(e) of the Code. If, on the other hand, the contractor simply failed to replace some of the rotted roof boards without any decision to use other standards in place of the applicable building code, there would be no violation of Builder Rule 338.1551(5). There is no violation of Builder Rule 338.1551(5).

Accordingly, Petitioner has not proven any violation of a rule or of Section 604(c) of the Code.

Violation of Section 2411(2)(m) of the Code

By this charge, Petitioner asserts that on the Savas project, Respondent practiced poor workmanship or workmanship not meeting the standards of the custom or trade, verified by a building Code enforcement official.

Inspector Curtis identified inspection items 5, 10, 15, 17 and 25 as items of poor workmanship attributable to Respondent. Inspector Curtis' findings on poor workmanship were not refuted by Respondent and whether Respondent later corrected the items or was willing to correct the items is immaterial. A builder or contractor is required to

do the job right the first time. *Arndt v Dept Licensing and Regulation*, 147 Mich App 97; 383 NW2d 136 (1985). When Respondent tendered the home to the Savas family as complete (except for certain specified items identified in the walk-throughs), he effectively represented that there were no items of poor workmanship on the project. The inspection by Inspector Curtis proved otherwise and established several items of poor workmanship attributable to Respondent, as described in the findings of fact.

Accordingly, Petitioner has proven, by a preponderance of the evidence, that Respondent violated Section 2411(2)(m) of the Code.

DECISION AND RECOMMENDED SANCTIONS

It is the decision of this Administrative Law Judge that Respondent violated Section 2411(2)(m) of the Code as described in this Hearing Report. Petitioner recommended that sanctions include a hefty fine and restitution to the Savas family.

It is recommended that the Board include the following as sanctions in this matter:

1. Payment of a civil fine in the amount of \$1,000.00.
2. Payment of restitution to Nick and Vicky Savas in the amount of \$5,500.00 as a reasonable compromise between their and Respondent's estimates.
3. In the event the civil fine and restitution have not been paid within 60 days following the issuance of a final order, then all Article 24 licenses should be suspended and no new

or renewal licenses should be issued until the civil fine and restitution have been paid.

Gregory Holiday
Administrative Law Judge

IT IS HEREBY ORDERED, that the following penalties authorized by Section 602 of the Code are hereby imposed:

- 1. Respondent shall pay a FINE in the amount of One Dollar and 00/100 Cents (\$1.00), said fine to be paid to the Department of Consumer & Industry Services within sixty (60) days from the date of mailing of this Final Order. Said fine shall be paid by cashier's check or money order, with Complaint No. 21-01-0571-00 clearly indicated on the check or money order, made payable to the State of Michigan, and sent to the Department of Consumer & Industry Services, Bureau of Commercial Services, Enforcement Division, P.O. Box 30185, Lansing, Michigan 48909.**
- 2. Respondent shall make RESTITUTION to Nick and Vicky Savas in the amount of Seven Hundred Seventy Four Dollars and 38/100 Cents (\$774.38) by certified check made payable to Nick and Vicky Savas and mailed to 1617 Sherwood Court, Dearborn, MI 48124. Restitution shall be paid not later than sixty (60) days from the date of mailing of this Final Order.**
- 3. Respondent's failure to comply with any term or condition of this Final Order shall SUSPEND License No. 21-02-085520 and any and all other Article 24 license(s) held by or applied for by Respondent, MCL 339.2405(3) and result in DENIAL of any and all future applications of Respondent for licensure or relicensure until such time**

as all of the terms of this Final Order have been complied with, MCL 339.204(c).

Failure to comply with the provisions of this Final Order is itself a violation of the Occupational Code, supra, pursuant to MCL 339.604(k) and may result in further disciplinary action, including license suspension and/or revocation.