

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NUMBER 2014 CA 0963

WILLIAM D. MARTIN, JR.

VERSUS

STATE LICENSING BOARD FOR CONTRACTORS

Judgment Rendered: APR 10 2015

On Appeal from the
Nineteenth Judicial District Court
In and for the Parish of East Baton Rouge
State of Louisiana
Docket No. 622,841

Honorable Timothy E. Kelley, Judge

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Plaintiff/Appellant
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Defendant/Appellee
Louisiana State
Licensing Board for
Contractors

BEFORE: GUIDRY, THERIOT, AND DRAKE, JJ.

gmy
MRT by gje
EGD by gje

GUIDRY, J.

This is an appeal of a judgment on judicial review that affirmed a decision of an administrative board finding a business owner in violation of state law for working as a residential building contractor without a license. For the reasons that follow, we affirm.

FACTS AND PROCEDURAL HISTORY

By a letter dated November 26, 2012, the State Licensing Board for Contractors (the Board) notified William D. Martin, Jr., individually and as the qualifying party¹ for the Owner/Builder Network,² that his “residential construction activities in the State of Louisiana may be in violation of the Louisiana Contractor’s Licensing Law.” The notification alleged that Mr. Martin had or was “in the process of constructing residence(s) and/or performing home improvements in excess of \$75,000.” The Board requested that Mr. Martin respond to the allegations, by email or fax, within three days of receipt of the letter. Simultaneously, the Board served Mr. Martin with a notice of hearing and a subpoena for records and documents, both dated November 26, 2012. The notice of hearing advised Mr. Martin that an administrative hearing before the Residential Building Contractors Subcommittee³ (Subcommittee) was scheduled for December 5, 2012, at the Board’s office in Baton Rouge. The purpose of the hearing was to consider Mr. Martin’s alleged violations of Louisiana Contractor’s Licensing Law.

Although the administrative hearing before the Subcommittee was initially scheduled for December 5, 2012, it was continued several times, in part because of a petition for injunctive relief, damages, and for declaratory judgment filed by Mr.

¹ A qualifying party, according to La. R.S. 37:2150.1(10) is “a natural person designated by the contractor to represent the contractor for the purpose of complying with the provisions of this Chapter including without limitation meeting the requirements for the initial license and/or any continuation thereof.”

² Owner/Builder Network is the trade name for Macola, LLC.

³ See La. R.S. 37:2165.

Martin in the First Judicial District Court in Caddo Parish on November 30, 2012. Pursuant to the petition, Mr. Martin was granted a temporary restraining order restraining the Board from interfering with his business or subpoenaing information and documents pending a hearing on Mr. Martin's request for a preliminary injunction. A preliminary injunction hearing was held on April 8, 2013, following which the First Judicial District Court denied Mr. Martin's request to enjoin the administrative hearing before the Board, but granted his request to enjoin the Board from subpoenaing the production of proprietary documents.

An administrative hearing was finally held before the Subcommittee on June 12, 2013. At that hearing, the two primary witnesses⁴ that testified were the Board's investigator, Bobby Abraham, and Mr. Martin. At the conclusion of the hearing, the Subcommittee found Mr. Martin "guilty of not possessing a State Residential Building License and not possessing a State Home Improvement Registration." Pursuant to that finding, Mr. Martin was issued a cease and desist order and assessed a \$10,000 fine (to be reduced to \$5,000 if he acquired a general contractor's license within 90 days of the decision), plus administrative costs. Mr. Martin filed a petition for judicial review of the decision, and following the district court's review of the administrative record, the district court affirmed the decision. Mr. Martin now suspensively appeals the decision to this court.

ASSIGNMENTS OF ERROR

Mr. Martin appeals the district court's judgment affirming the decision of the Subcommittee, contending that the district court erred in its ruling in the following respects:

ASSIGNMENT OF ERROR NO. 1

The district court committed legal error in failing to find that the Licensing Board's decision to find Mr. Martin guilty and to fine

⁴ A third witness, Scott Corley, another investigator for the Board, was sworn in near the conclusion of the hearing to briefly explain to the Subcommittee his understanding of when a subcontractor is required to obtain a home improvement registration.

him for violating contractor's licensing laws violated constitutional provisions, including his rights to due process.

ASSIGNMENT OF ERROR NO. 2

The district court committed legal error in failing to find that the Licensing Board's decision to find Mr. Martin guilty and to fine him for violating contractor's licensing laws was arbitrary and capricious.

ASSIGNMENT OF ERROR NO. 3

The district court committed legal error in failing to find that the Licensing Board's decision to find Mr. Martin guilty and to fine him for violating contractor's licensing laws was not supported and sustainable by the preponderance of the evidence.

ASSIGNMENT OF ERROR NO. 4

The district court committed legal error in failing to admit into evidence the e-mails from the Executive Director of the Licensing Board to members of the Licensing Board's Residential Building Subcommittee which occurred prior to the hearing against Mr. Martin and which Mr. Martin did not receive in discovery until several months after the hearing.

STANDARD OF REVIEW

When reviewing an administrative final decision in an adjudication proceeding, the district court functions as an appellate court. Once a final judgment is rendered by the district court, an aggrieved party may seek review of the same by appeal to the appropriate appellate court. On review of the district court's judgment, no deference is owed by the court of appeal to factual findings or legal conclusions of the district court, just as no deference is owed by the Louisiana Supreme Court to factual findings or legal conclusions of the court of appeal. Maraist v. Alton Ochsner Medical Foundation, 02-2677, pp. 3-4 (La. App. 1st Cir. 5/26/04), 879 So. 2d 815, 817. Thus, an appellate court sitting in review of an administrative agency reviews the findings and decision of the administrative agency and not the decision of the district court. Smith v. State, Department of Health and Hospitals, 39,368, p. 4 (La. App. 2d Cir. 3/2/05), 895 So. 2d 735, 739, writ denied, 05-1103 (La. 6/17/05), 904 So. 2d 701.

Our review of the district court's judgment is governed by La. R.S.

49:964(G), which statute provides:

The court may affirm the decision of the agency or remand the case for further proceedings. The court may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:

- (1) In violation of constitutional or statutory provisions;
- (2) In excess of the statutory authority of the agency;
- (3) Made upon unlawful procedure;
- (4) Affected by other error of law;
- (5) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; or
- (6) Not supported and sustainable by a preponderance of evidence as determined by the reviewing court. In the application of this rule, the court shall make its own determination and conclusions of fact by a preponderance of evidence based upon its own evaluation of the record reviewed in its entirety upon judicial review. In the application of the rule, where the agency has the opportunity to judge the credibility of witnesses by first-hand observation of demeanor on the witness stand and the reviewing court does not, due regard shall be given to the agency's determination of credibility issues.

Although Mr. Martin framed his assignments of error on appeal as errors committed by the district court in affirming the decision of the Board/Subcommittee, as our review is of the findings and decision of the Subcommittee, not the district court, we will consider the merits of the issues raised as they relate to the findings and decisions of the Subcommittee, in accordance with La. R.S. 49:964(G). See Holmes v. Louisiana State Board of Nursing, 13-2154, p. 4 n.1 (La. App. 1st Cir. 8/5/14), 156 So. 3d 183, 187 n.1, writ denied, 14-1886 (La. 11/14/14), 152 So. 3d 885.

DISCUSSION

A residential building contractor is defined under Louisiana Contractor's Licensing Law as:

any corporation, partnership, or individual who constructs a fixed building or structure for sale for use by another as a residence or who, for a price, commission, fee, wage, or other compensation, undertakes or offers to undertake the construction or superintending of the construction of any building or structure which is not more than three floors in height, to be used by another as a residence, when the cost of the undertaking exceeds seventy-five thousand dollars. The term "residential building contractor" includes all contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services.

La. R.S. 37:2150.1(11). A home improvement contractor is defined as "any person, including a contractor or subcontractor, who undertakes or attempts to, or submits a price or bid on any home improvement contracting project." La. R.S.

37:2150.1(8). Home improvement contracting is:

the reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, or demolition, or the construction of an addition to any pre-existing owner occupied building which building is used or designed to be used as a residence or dwelling unit, or to structures which are adjacent to such residence or building. "Home improvement contracting" shall not include services rendered gratuitously.

La. R.S. 37:2150.1(7).

In his arguments in support of the first three assignments of error, Mr. Martin contends that the Subcommittee's reliance on hearsay evidence to determine that he violated the prohibition against working as a residential building contractor without a license, La. R.S. 37:2167(A),⁵ and the prohibition against working as a home improvement contractor without being registered, La. R.S. 37:2175.2(A)(1),⁶ was a violation of his constitutional rights and such reliance rendered the decision arbitrary, capricious, unsupported, and unsustainable by a preponderance of the evidence.

⁵ Section 2167(A) provides "[n]o person shall work as a residential building contractor, as defined in this Chapter, in this state unless he holds an active license in accordance with the provisions of this Chapter."

⁶ Section 2175.2(A)(1) provides "[n]o person shall undertake, offer to undertake, or agree to perform home improvement contracting services unless registered with and approved by the Residential Building Contractors Subcommittee of the State Licensing Board for Contractors as a home improvement contractor."

At the hearing, the Subcommittee admitted the following documentary evidence: the violation and investigation reports of Mr. Abraham; the permit records for the various residences⁷ at which the alleged violations were committed; a written complaint from a plumbing inspector for Bossier City; various work proposals and supply invoices; copies of screenshots from the Owner/Builder Network website; a picture of a sign on a ticket booth; copies of the trade name registration for the Owner/Builder Network and the business registration of Macola, LLC from the Louisiana Secretary of State website; emails from various officials with the Board regarding the Martin investigation; various invoices from LaMayo⁸ and the Owner/Builder Network regarding the residences at issue; and the transcript, judgment, and reasons for judgment from the First Judicial District Court proceedings. Also, as previously mentioned, Mr. Martin and the Board's investigator, Mr. Abraham, testified at the hearing as well. The evidence primarily in dispute is Mr. Abraham's testimony, his investigation reports, the written complaint of the plumbing inspector, the photo of the ticket booth sign, and the copies of work proposals and supply invoices that display the name of both the homeowner and the Owner/Builder Network.

Mr. Abraham, the Board's investigator, testified that in his investigation, he found that Mr. Martin sometimes recommended and called subcontractors and that either Mr. Martin or his son would call suppliers and order supplies for the particular residences at issue. Mr. Abraham said he also found that Mr. Martin would call suppliers and tell them when and how much of a supply to deliver. When asked by the Board's counsel if he recalled who may have told him that it

⁷ Mr. Martin and/or the Owner/Builder Network's activities in relation to the following residences form the basis of the administrative proceedings against Mr. Martin and the Owner/Builder Network: 126 Cardnell Road, 130 Cardnell Road, 517 Lovers Landing in Bossier City; 10702 Provence Place, Keithville, Louisiana; and 2104 Hollow Wood Way, Haughton, Louisiana. Some of the records submitted were certified.

⁸ At the administrative hearing, Mr. Martin testified that he owned two companies: Owner/Builder Network, which he characterized as a referral company, and LaMayo, a framing and concrete foundation subcontractor

was their understanding that Mr. Martin was the contractor for the residences at issue, Mr. Abraham identified two people.

One person was the owner of Wolf Plumbing, which was the plumbing subcontractor that worked on one of the residences at issue. Mr. Abraham testified that the Wolf Plumbing owner told him that Mr. Martin was the contractor for the Haughton, Louisiana residence; however, when Mr. Abraham was asked if the Wolf Plumbing owner indicated on what basis he was asserting that Mr. Martin was the contractor for the Haughton residence, Mr. Abraham testified that the Wolf Plumbing owner directed him to speak to Mr. Martin and would not answer any questions. The other person Mr. Abraham identified as having told him that Mr. Martin was working as a general contractor was a framer for the Lovers Landing residence, later identified as a Mr. Gomez.

Mr. Abraham also testified that he had received a complaint from the local homebuilders association that Mr. Martin had been involved in the construction of residential properties in the Shreveport area for longer than just the residences at issue. Mr. Abraham admitted that he did not personally observe Mr. Martin acting as a general contractor or directing or superintending the building of any of the residences at issue. He also acknowledged that the certified permit records for the residences showed only the homeowners as the builders of the residences at issue and that when he questioned the homeowners; they all told him that they were building the residences themselves.

Mr. Abraham's investigation reports give more details regarding the general findings he testified to at the hearing. In his investigation of the home located at 126 Cardnell Road, Bossier City, Mr. Abraham reported that "[t]hrough further investigation, I found out that Dale's Oil Field and Concrete (D.O.C.) had been contacted to deliver the concrete for the house foundation. I contacted the owner of D.O.C. Dale Nixs Jr. He stated that Mr. Martin's son, Drew Martin, had

order[ed] the concrete, but told them to put the invoices in the name of [the homeowner]. [Drew] Martin told them how much concrete was needed and the date and time to deliver it.” Mr. Abraham’s report for 130 Cardnell Road, Bossier City, was similar in all respects to his report for the 126 Cardnell address.

In his report for 2104 Hollow Wood Way, Haughton, Louisiana, Mr. Abraham reported that he attempted to speak to several Hispanic men who were framing the home at that address, but “was unable to get any information from them.” He then reported that he spoke to an employee of Wolf Plumbing, who instructed him to speak to the homeowner, and that on contacting the homeowner, the homeowner advised him to speak to Mr. Martin. In the final investigation report submitted into evidence, Mr. Abraham reported that he “[r]eceived information that Owner’s (sic) Builders Network/Bill Martin was building a game room at the residence located at [10702 Provence Place, Keithville, Louisiana].” In the report, Mr. Abraham further stated that he spoke to the homeowner, who stated that he, the homeowner, had hired some of the subcontractors, and Mr. Martin hired the others. At the end of the report, Mr. Abraham noted that Mr. Martin’s son, Drew Martin, was present and advised Mr. Abraham to speak to his father.

The Louisiana Administrative Procedure Act provides that “[a]gencies may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent men in the conduct of their affairs” and that “[a]gencies may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence.” La. R.S. 49:956(1). Thus, as long as the evidence offered has probative value and is competent, relevant, material and not unduly repetitious, an agency may admit and consider such evidence in an administrative proceeding.

As for hearsay evidence, the Louisiana Supreme Court has acknowledged that such evidence can qualify as competent evidence upon which an

administrative decision can be based. In Louisiana Household Goods Carriers v. Louisiana Public Service Commission, 99-3184, p. 10 (La. 6/30/00), 762 So. 2d 1081, 1089-90, the Louisiana Supreme Court discussed in detail the parameters of the use of hearsay evidence in administrative proceedings:

[H]earsay is defined as “a statement, other than the one made by the declarant while testifying at the present trial or hearing, offered in evidence to prove the truth of the matter asserted.” [La. C.E.] art. 801(C). ... This court has held, in the context of administrative proceedings, that hearsay evidence can qualify as competent evidence. *Chaisson [v. Cajun Bag & Supply Co.]*, 97-1225, p. 10 (La. 3/4/98), 708 So.2d 375, 381]. In *Chaisson*, this court held that the “general rule in administrative hearings is to allow hearsay evidence and to recognize that the inability to cross-examine the declarant affects the weight that the evidence carries.” 97-1225 p. 11, 708 So.2d at 382 (citing McCormick On Evidence § 352 (4th ed.1992)). Thus, to give effect to the more relaxed evidentiary standards in administrative hearings, hearing officers have the discretion to admit hearsay evidence Hearsay evidence “can qualify as ‘competent evidence,’ provided that the evidence has some degree of reliability and trustworthiness and is of the type that reasonable persons would rely upon. This determination must be made on a case-by-case basis under the particular facts and circumstances. The reviewing court must evaluate the competency of the evidence under the manifest error standard.” *Chaisson*, 97-1225 pp. 12-13, 708 So.2d at 382.

We recognize that the admission of hearsay evidence in administrative hearings is commonplace and does not infringe on any constitutional principles. Brouillette v. State, Department of Public Safety, License Control and Driver Improvement Division, 589 So. 2d 529, 532 (La. App. 1st Cir. 1991). However, the Subcommittee could be found to have acted arbitrarily and capriciously if the hearsay evidence in question is found to be incompetent and the Subcommittee relied on such incompetent evidence in arriving at its factual findings that Mr. Martin violated the Louisiana Contractor’s licensing law. See Louisiana Household Goods Carriers, 99-3184 at p. 11, 762 So. 2d at 1090. Accordingly, in reviewing the merit of Mr. Martin’s first three assignments of error, we must determine whether the Subcommittee committed manifest error in finding the written complaint of the plumbing inspector, Mr. Abraham’s testimony, his

investigation reports, the copies of work proposals and supply invoices, and the photo of the ticket booth sign to be competent evidence.

In reviewing the evidence in dispute, we observe that correspondence, such as the letter from the plumbing inspector for Bossier City, has generally been held to be reliable evidence, and therefore, we find no manifest error in the Subcommittee deeming this evidence competent. See Chaisson, 97-1225 at p. 11, 708 So. 2d at 382. We also find no manifest error in the Subcommittee's determination that Mr. Abraham's investigation reports and testimony are competent evidence. All of Mr. Abraham's investigation reports appear on a standard reporting form for the State Licensing Board for Contractors, and as such, it has been held that such reports are reliable and thus competent evidence. See DMK Acquisitions & Properties, L.L.C. v. City of New Orleans, 13-0405, pp. 17-18 (La. App. 4th Cir. 9/18/13), 124 So. 3d 1157, 1168. And to the extent these reports corroborate Mr. Abraham's testimony, we find that his testimony is likewise reliable and competent.

Moreover, Mr. Abraham's testimony was based on the investigations he conducted and from which he had the opportunity to evaluate the truthfulness of the person being interviewed.⁹ Thus, his testimony, standing alone, can also be deemed reliable and thus competent. See Broaden v. Department of Police, 03-1427, p. 7 (La. App. 4th Cir. 1/14/04), 866 So. 2d 318, 322. As for the work proposals and supply invoices Mr. Abraham gathered in the course of his investigation, Mr. Abraham expressly affirmed that he "prepared or supervised the preparation or otherwise verified the accuracy and authenticity of the documents contained in the exhibit book" submitted to the Subcommittee. This testimony, in conjunction with the documents, lends additional reliability and trustworthiness to

⁹ Significantly, when Mr. Abraham testified about the framer, Mr. Gomez, identifying Mr. Martin as the contractor for the residence at Lovers Landing, Mr. Abraham stated, "[i]n fact, that guy, he told me that he, he probably could build, he thought I was looking for a house to get built. He told me that he probably could build it cheaper than Mr. Martin could for me."

the evidence. We find that such proposals and invoices are the type of evidence that reasonable persons generally would rely upon, and as such, under the relaxed hearsay rules of administrative proceedings, we do not find that the Subcommittee was manifestly erroneous in accepting the third-party proposals and invoices as competent evidence upon which to base its factual findings.

As for the photo of the sign on a ticket booth at a local school, the photo displays a sign containing the following statement: "BUILT IN PARTNERSHIP BY THE OWNER/BUILDER NETWORK & LEGACY BUILDERS LLC." The sign goes on to declare that "MATERIAL & LABOR PROVIDED BY" and lists the names of several companies. Mr. Martin objected to the photo on the basis that the person who took the picture was not present at the hearing to testify. Mr. Abraham testified that he received the photo of the ticket booth from his supervisor and that he thought the photo had been sent to the Board by the local homebuilder's association in Shreveport.

Usually authenticating evidence must show that the photograph is a substantially true and faithful representation of the place, person, or object it purports to portray. Even if the photograph is not substantially correct, it may be admissible if it is sufficiently correct to be helpful and any inaccuracies are explained. Johnson v. Smith, 11-853, p. 3 (La. App. 3d Cir. 3/14/12), 86 So. 3d 874, 877-878 (quoting Rutledge v. Brookshire Grocery Co., 523 So. 2d 914, 919 (La. App. 3d Cir.), writ denied, 531 So. 2d 269 (La. 1988)). When Mr. Martin was questioned about the photo, he recognized that the photograph was "of a ticket booth out front." He stated that "[w]e supplied the finances as a donation for Legacy Builders to construct that," but said he did not build or construct anything at the school where the ticket booth was located. He further testified that he "[h]ad nothing to do with" the language used on the sign in the photograph. Notably, Mr. Martin did not dispute the accuracy of the picture, just the accuracy of the

statement contained on the sign displayed in the photo. As Mr. Martin's testimony indicates there is no dispute that the photo is a substantially true and faithful representation of the object it purports to portray, in this case the sign, we cannot say the Subcommittee erred in deeming the photo to be competent evidence for its consideration.

It is recognized that Mr. Martin's primary objection to the hearsay evidence admitted in the administrative proceedings was due to the fact that the persons who generated the proposals and invoices, made the statements to Mr. Abraham, or who took the photo of the ticket booth sign, were not called to testify at the hearing. However, pursuant to the Louisiana Administrative Procedure Act, Mr. Martin had the right to subpoena those persons to testify at the administrative hearing if he believed their testimony was needed. See La. R.S. 49:955(C) & 956(5); Spreadbury v. State, Department of Public Safety, 99-0233, p. 10 (La. App. 1st Cir. 11/5/99), 745 So. 2d 1204, 1210. As the transcript of the proceedings in the First Judicial District Court establish, Mr. Martin was aware of most (if not all) of the disputed evidence that was admitted at the administrative hearing prior to the hearing, and thus had the opportunity to subpoena the third-party witnesses if he believed their testimony was needed. Hence, the absence of such persons at the hearing in this matter is not sufficient to deem the administrative proceedings improper.

Therefore, having found that the Subcommittee did not commit manifest error in finding the disputed evidence competent and in relying on that evidence, we likewise find that the factual findings of the Subcommittee are supported and sustainable by a preponderance of the evidence. In particular, Mr. Abraham's testimony, his investigation reports, and the work proposals and supply invoices all support the Subcommittee's findings that Mr. Martin and/or the Owner/Builder Network committed the violations charged by scheduling work, ordering supplies,

and negotiating work with subcontractors for the residences at issue. Although portions of the evidence offered indicated some of those activities may have been transacted on behalf of LaMayo -- the separate concrete and framing company owned by Mr. Martin that was not expressly before the Subcommittee in the administrative proceedings as it was not named in the violation notices -- the record still contains sufficient evidence from Mr. Abraham's testimony, his investigation report regarding the 10702 Provence Place, Keithville, Louisiana residence, and the various work proposals and supply invoices unrelated to concrete or framing work to support the findings of the Subcommittee. Hence, as the record supports the findings of the Subcommittee, we reject Mr. Martin's first three assignments of error.

In his final assignment of error, Mr. Martin argues that the district court should have admitted two emails into evidence at the hearing on judicial review, as this was evidence that certain board members lacked impartiality to render a fair decision. At the hearing on judicial review, the emails were proffered and counsel for Mr. Martin argued that had he been aware of the proffered emails at the time of the administrative hearing, the two board members would have been asked to recuse themselves for having discussed Mr. Martin's case with members of the Board staff prior to the administrative hearing.

Initially, we note that the proffered staff email was sent to two Board members and does not contain any replies or other indication that the Board members endorsed or adopted the views expressed in the email. More importantly, however, we note that the administrative record does contain an email from the same Board staff person to one of the two Board members contacted in the proffered emails, yet Mr. Martin did not seek to recuse the Board member at the time of the administrative hearing, although he was aware of some communications between the Board member and the Board staff person. See La.

R.S. 49:960(B) (providing that “[a]ny party may request the disqualification of a subordinate deciding officer or agency member, on the ground of his inability to give a fair and impartial hearing, by filing an affidavit, promptly upon discovery of the alleged disqualification.”) Moreover, this court has held that one is not disqualified as an impartial decisionmaker simply by prior exposure to adjudicative facts. Hall v. State ex rel. Department of Public Safety and Corrections, 98-0726, p. 11 (La. App. 1st Cir. 4/1/99), 729 So. 2d 772, 778. Thus, considering “the strong presumption of honesty and integrity in those serving as adjudicators,” see Butler v. Department of Public Safety and Corrections, 609 So. 2d 790, 793 (La. 1992), and the evidence in the record that supports the findings of the Subcommittee, we reject Mr. Martin’s final assignment of error as lacking merit.

CONCLUSION

For the foregoing reasons, we find no manifest error in the evidentiary determinations of the Residential Building Contractors Subcommittee or in its decision. We therefore affirm the decision of the Residential Building Contractors Subcommittee of the State Licensing Board for Contractors. All costs of this appeal are assessed the appellant, William D. Martin, Jr.

AFFIRMED.