

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE OFFICE OF  
ADMINISTRATIVE HEARINGS  
FILE NO. 14 BOA 4954

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NORTH CAROLINA BOARD OF )  
ARCHITECTURE, )  
Petitioner, )  
)  
vs. )  
)  
ANTHONY V. HUNT )  
Respondent. )

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**PROPOSAL FOR DECISION**

Pursuant to N.C. Gen. Stat. § 150B-40(e) and § 83A-15, on July 3, 2014, Petitioner filed a petition with the Office of Administrative Hearings requesting designation of an Administrative Law Judge to hear this case, and make a Proposal for Decision to the North Carolina Board of Architecture ("Petitioner" or "Petitioner Board"). On December 15, 2014, Administrative Law Judge Melissa Owens Lassiter heard this case in Raleigh, North Carolina. On January 13, 2015, the undersigned issued an Order for the parties to file proposed Proposals for Decision within thirty days of receiving the transcript. On February 12, 2014, Petitioner filed a proposed Proposal for Decision with the Office of Administrative Hearings.

**APPEARANCES**

For Petitioner: M. Jackson Nichols  
Anna Baird Choi  
Catherine E. Lee  
Allen, Pinnix & Nichols, P.A.  
510 Glenwood Ave., Suite 301  
Raleigh, NC 27602

For Respondent: Kevin P. Byrnes  
604 Oakland Avenue  
Post Office Box 5486  
Charlotte, NC 28299

**ISSUES**

1. Whether Respondent engaged in dishonest conduct, in violation of N.C. Gen. Stat. § 83A-15(a)(1)a, by failing to pay a subcontractor monies owed after the client paid those funds to Respondent for that purpose?
2. Whether Respondent misrepresented himself in a professional relationship in violation of N.C. Gen. Stat. § 83A-15(a)(1)a?

3. What disciplinary action should Petitioner impose upon Respondent under N.C. Gen. Stat. §83A-15?

4. What amount of civil penalty should Petitioner impose upon Respondent under N.C. Gen. Stat. § 83A-15?

### **WITNESSES**

For Petitioner: Cathe Evans, Avery Monroe, Charles Boney, Jr.

For Respondent: Anthony Hunt

### **EXHIBITS ADMITTED INTO EVIDENCE**

For Petitioner: 1 – 10, 12, 15 – 17, 19 – 42, 44 - 46

For Respondent: 1 – 4, 6, 8, 12, 13

### **FINDINGS OF FACT**

#### **Procedural Background**

1. On July 3, 2014, Petitioner Board filed a petition for contested case hearing with the Office of Administrative Hearings alleging that Respondents had engaged in acts or omissions in violation of N.C. Gen. Stat. § 83A-15(a)(1)a.

#### **The Parties**

2. Petitioner Board is a statutorily-created occupational licensing agency that is tasked with protecting the health, welfare and safety of the public through its licensure and discipline of architects in North Carolina. T.102:25-103:9; Pet. Ex. 44.

3. The Professional Standards Committee (“PSC”) is a committee of the Petitioner that accepts, processes, and investigates disciplinary and ethics matters regarding licensees. T. 28:18-29:19; 100:15-22. If Petitioner determines that grounds for discipline exist, then it will issue discipline or a letter of caution/letter of warning. T. 28:18-29:19.

4. In 1991, Petitioner issued a license to practice architecture to Respondent. T. 17:15-17. As a licensee, Respondent is subject to the statutes and rules governing the practice of architecture in North Carolina.

5. In August 2000, Millennium 3 Design Group, PLLC (“M3DG”) created Articles Of Organization, and began the process of filing such Articles Of Organization with the North Carolina Secretary of State (“Secretary of State”). Pet. Ex. 3. In connection with that filing, Petitioner Board certified to the Secretary of State that M3DG had a duly-licensed architect as a

member of the firm. T. 19:15-20:10. In February 2001, the Secretary of State certified that such Articles Of Organization had been properly filed. Pet. Ex. 4.

6. N.C. Gen. Stat. § 83A-8 provides that:

Such corporations shall designate the individual or individuals licensed to practice architecture in this State who shall be **in responsible charge** of all architectural work offered or performed by such corporation in this State.

Pet. Ex. 44. (Emphasis added)

7. For all times relevant to this proceeding, Respondent was the architect “in responsible charge” at M3DG. T. 18:24-21:22; Pet. Ex. 3. To be “in responsible charge” means that Respondent was responsible for all work and services performed by M3DG, and was responsible for its compliance with Petitioner’s statute and regulations. T. 21:6-16; 103:18-104.

### Witnesses

8. Cathe Evans has been employed as the Petitioner’s Executive Director since 2001. T.14:22-15:3. As Executive Director, Ms. Evans is in charge of the day-to-day administrative activities of Petitioner. She deals with all of the financial aspects of the Petitioner, and assists Petitioner’s Professional Standards Committee in handling all of the disciplinary actions. T. 15:7-13.

9. Since June 2001, Avery Monroe has been employed by RMF Engineering (“RMF”) as a project manager. T. 71:21-72:8. He currently serves as Director of the Charlotte office of RMF Engineering, and is licensed as a Professional Engineer in North Carolina. T. 71:6-8. As project manager, Mr. Monroe is responsible for staffing projects, and ensuring that the projects are delivered and on budget. T. 72:9-13.

### Expert Witness

10. Charles Boney, Jr. serves as Vice President and Studio Director of Public Projects for LS3P Associates, an architectural firm in Wilmington, North Carolina. T. 91:21-92:19.

11. Mr. Boney is an architect who has been continuously licensed by the Petitioner since 1984. T. 94:3-11. Petitioner has never imposed any disciplinary action against Mr. Boney’s license. T. 99:16-20.

12. As an architect, Mr. Boney primarily performs work for public agencies, such as K-12 schools, the University of North Carolina system, community colleges, public health departments, and municipal governments. T. 93:16-23.

13. Mr. Boney’s qualifications as an expert witness in the practice of architecture in North Carolina and in the Architectural Practice Act are as follows:

- a. Mr. Boney graduated from N.C. State University's College of Design in 1978, and from the University of Pennsylvania graduate School of Fine Arts in 1982. Pet. Ex. 45; T. 94:22-95:7.
- b. From 1978 to 1980 and from 1982 until 2005, Mr. Boney worked full-time for Boney Architects. T. 92:17-93:1.
- c. In 2005, Boney Architects merged with LS3P Associates. Mr. Boney currently works as an architect for LS3P Associates. T. 92:17-22. Mr. Boney has served as the managing principal of the Wilmington office of LS3P Associates for three years. T. 95:20-25.
- d. Mr. Boney has received several awards from various bodies, including: (i) Learning by Design, an awards program in the educational realm, and (ii) the American Institute of Architects. T. 96:15-98:19; Pet. Ex. 45.
- e. Mr. Boney has published various books and articles regarding the practice of architecture. T. 98:20-99:15.
- f. Mr. Boney served on Petitioner's Board from 2004 until 2013. At various times while serving as a board member, Mr. Boney held the positions of Secretary, Treasurer, Vice President, and President. Mr. Boney served as Petitioner's President for three years, and chaired the PSC in that capacity. T. 99:23-100:14.
- g. As Chairman of the PSC, Mr. Boney completed training on a national basis with the National Council of Architect Registration Boards and completed ethics training through the NC Ethics Commission. T. 100:23-101:12.
- h. As a former member of Petitioner's Board, and a licensed architect in practice for 30 years, Mr. Boney was required to be, and is familiar with the statutes and rules that govern the practice of architecture in North Carolina. T. 101:13-24.

14. At the contested case hearing, the undersigned accepted Mr. Boney as an expert witness in the practice of architecture in North Carolina, and in the Architectural Practice Act, set forth in Chapter 83A of the North Carolina General Statutes. T. 104:11-105:5. While serving as an expert witness in this contested case, Mr. Boney reviewed the allegations set forth in the Petitioner's petition for contested case hearing. T. 106:14-21. He also reviewed Petitioner's file regarding RMF's complaint against Respondent Hunt. T. 115:21-116:3.

15. At hearing, Mr. Boney opined that Respondent, as a licensed architect designated to be the responsible charge of M3DG, breached his fiduciary responsibilities to his client, and to his subcontractors when he failed to disburse money that was obligated to the subcontractors. T. 106:22-107:8. Mr. Boney also opined that such breach of his fiduciary duty constituted dishonest conduct in violation of N.C. Gen. Stat. §83A-15(a)(1)a. *Id.*

### **Hunt's Prior Disciplinary History**

16. In 1994, Respondent and Petitioner entered into a Consent Order, which, among other things, imposed a reprimand and a civil penalty of \$500.00 on Petitioner. Pet. Ex. 9; T. 33:15-34:10.

17. In 1997, Respondent and Petitioner entered into a Consent Order, which, among other things, imposed a reprimand and a civil penalty in the amount of \$750.00. This 1997

Consent Order was predicated on the fact that Respondent had submitted invoices for completion of design services, without actually submitting the final design development plans as required. Pet. Ex. 10; T. 34:11-15; 35:1-23.

18. In November 2004, Petitioner issued a non-disciplinary letter of caution advising Respondent to be familiar with departmental requirements before undertaking projects subject to review by a third party agency, and to communicate clearly in writing the extent or limitation of his services to clients. Pet. Ex. 12; T. 36:3-37:5.

19. In July 2007, North Carolina State University (“NCSU”) filed an ethics complaint against M3DG for alleged dishonest conduct, fraud, and unprofessional conduct. Pet. Ex. 15; T. 37:6-20. During that investigation, the PSC determined that, for all times relevant to the NCSU complaint, Respondent was the architect in responsible charge of M3DG who handled the financial arrangements for M3DG. In particular, the PSC determined that Respondent failed to pay subcontractors for work performed, despite having received payment from NCSU for the subcontractors’ work. T. 39:16-41:5.

20. In October 2009, Respondent and Petitioner entered into a Consent Order to resolve the complaint filed by NCSU, whereby, among other things, Petitioner issued a reprimand and a civil penalty of \$7,500 to Respondent. Pet. Ex. 16; T. 37:21-38:17.

21. In October 2009, Petitioner received another ethics complaint against Respondent which alleged that M3DG had been paid for work that it failed to perform. Pet. Ex. 17; T. 41:6-42:2. In April 2010, Petitioner issued Respondent a letter of caution, advising that “failure to pay subcontractors in a timely manner may result in disciplinary action for unprofessional conduct.” Pet. Ex. 19.

22. In October 2012, Petitioner received an ethics complaint against Respondent alleging dishonest conduct, unprofessional conduct, and fraud. Pet. Ex. 20; T. 44:24-45:13. In February 2013, in response to this complaint, Petitioner issued a letter of caution to Respondent warning him that he must maintain attention to detail when accepting and disbursing payments to individuals in his employ, including but not limited to contractors and consultants. Pet. Ex. 21; T. 45:21-46:9.

### **Grounds for Discipline**

23. In March 2006, RMF submitted a proposal to perform mechanical and electrical engineering services, including design drawings, specifications, bid review, and construction administration, for new student housing at Elizabeth City State University (“ECSU”). Pet. Ex. 25.

24. Respondent accepted RMF’s March 2006 proposal, and RMF began working on the ECSU project shortly thereafter. Pet. Ex. 25; T. 75:5-9.

25. Between June 9, 2009 and November 30, 2010, Respondent made no payments to RMF for work performed on the ECSU project, despite being invoiced \$41,344.00 during this time. Pet. Ex. 28.

26. On September 30, 2010, Respondent owed RMF \$28,105.00 for work performed, of which \$23,630.00 was past due. On November 30, 2010, Respondent owed RMF \$41,344.00 for work performed, of which \$28,105.00 was past due. On April 30, 2011, Respondent owed RMF \$15,250.50 for work performed, of which \$12,884.50 was past due. On June 30, 2011, Respondent owed RMF \$18,928.00 for work performed, of which \$15,250.50 was past due. On July 31, 2011, Respondent owed RMF \$22,605.50 for work performed, of which \$18,928.00 was past due. On September 30, 2011, Respondent owed RMF \$29,960.50 for work performed, of which \$26,283.00 was past due. On August 31, 2012, Respondent owed RMF \$34,429.43 for work performed, of which \$29,080.48 was past due. Pet. Ex. 26; T. 76:23-77:3.

27. In July 2011, Mr. Monroe, the project manager for RMF, left Respondent several voicemail messages requesting a return call to discuss M3DG's unpaid invoices. Respondent did not return Mr. Monroe's calls. Pet. Ex. 29; T. 80:4-23.

28. By letter dated September 13, 2011, Mr. Monroe demanded payment from Respondent for RMF's unpaid invoices, and noted M3DG's failure to meet the terms of a payment plan made in February 2011. Mr. Monroe informed Respondent that, unless all owed money was received, RMF would cease its work on the ECSU project immediately upon close of business on September 13, 2011, and advised that RMF would not resume work until full payment was made. Pet. Ex. 30; T. 4-15.

29. Because Respondent did not pay all money owed to RMF, as demanded in RMF's September 13, 2011 letter, RMF ceased work on the ECSU project upon close of business on September 13, 2011. Pet. Ex. 30; T.82:11-17.

30. On September 26, 2011, Respondent sent Mr. Monroe a letter in response, offering to pay the unpaid invoices within 30 days. Pet. Ex. 31; T. 16-22. In that response, Respondent wrote:

Millennium 3 Design Group (M3DG) acknowledges that its outstanding balance with RMF is for a total amount of 22,605.50 for the Mitchell Lewis Replacement Project.

*Id.*

31. Because Respondent did not agree to pay all money owed to RMF immediately in the September 26, 2011 proposal, RMF did not accept Respondent's proposal, and did not resume work on the ECSU project. T. 82:11-17.

32. On September 27, 2011, Mr. Monroe sent Respondent a second letter, again demanding full payment. Mr. Monroe did not recall receiving a response from Respondent. T. 82:18-83:5; Pet. Ex. 32.

33. On October 5, 2011, Mr. Monroe sent a third letter to Respondent, again demanding payment of all past due invoices, and seeking assurances that future invoices would be paid. Pet. Ex. 33; T. 83:6-19. By October 5, 2011, RMF still had not resumed work on the ECSU project. T. 83:6-19.

34. On November 10, 2011, Mr. Monroe sent a fourth letter to Respondent, again demanding payment of all past due invoices, and seeking assurances that future invoices would be paid. Pet. Ex. 34; T. 83:20-84:9. Mr. Monroe did not recall receiving a response to the November 10, 2011 letter. T. 84:7-9. By November 10, 2011, RMF still had not resumed work on the ECSU project. T. 84:4-6.

35. Sometime after November 10, 2011, RMF and Respondent reached an agreement that RMF would resume services with the caveat that ECSU would be involved in the arrangements to pay RMF. T. 85:1-85:11. Although Respondent provided RMF with payment on one occasion thereafter, M3DG fell behind on its payments to RMF again. T. 85:12-25.

36. On October 26, 2012, Mr. Monroe sent an email to Mr. Charles Hall at ECSU to determine whether M3DG had been paid for the work performed by RMF. Pet. Ex. 36; T. 86:1-86:19. Mr. Hall confirmed that M3DG had been paid for the work performed by RMF. *Id.*

37. On November 14, 2012, RMF sent an email to Respondent seeking payment for the past due invoice of \$47,668.43. Pet. Ex. 37; T. 87:7-18. RMF did not receive a response from Respondent. *Id.*

38. On March 18, 2013, RMF submitted another email to Respondent, again seeking payment for the past due invoice of \$47,668.43. Pet. Ex. 38; T. 87:19-88:2. RMF did not receive a response from Respondent. *Id.*

39. In March 2013, Mr. Respondent informed Mr. Monroe that M3DG no longer was in existence and, as a result, RMF would not be paid. T. 88:17-25.

40. ECSU paid Respondent paid in full for the services rendered by RMF. Pet. Ex. 22, RFA 2.

41. Despite repeated requests for payment from RMF, Respondent failed to pay \$47,710 owed for completed work that was provided to ECSU. Pet. Ex. 22, RFA 11.

42. On or about September 26, 2011, Respondent wrote a letter to Mr. Monroe, in which Respondent outlined a proposal for payment of monies owed. Pet. Ex. 31. In that letter, Respondent did not raise any concerns about the quality of the work RMF had performed in connection with the project. *Id.*; T. 54.

43. In September 2011, Respondent filed an application with Petitioner to form a new North Carolina Professional Corporation. Resp. Ex. 12.

44. Upon receipt of this application, Petitioner's PSC was concerned that Respondent would start a new company, and dissolve M3DG without fully paying his subcontractors. T. 196:8-197:6. Based upon that concern, Respondent met with the PSC in November 2011 to discuss the PSC's concerns. During that meeting, Respondent informed PSC that he would do his best to not go out of business, and dissolve the firm. T. 197:3-6.

45. On May 15, 2012, Respondent filed Articles of Dissolution on behalf of M3DG with the NC Secretary of State. Pet. Ex. 5; T. 22:11-20.

46. Upon filing the Articles of Dissolution, Respondent did not inform the Petitioner that he had dissolved M3DG. T. 22:18-23:9. Petitioner Board did not receive this information until after it had received a complaint from RMF regarding unethical conduct by Respondent for monies owed, and after Respondent began its investigation. T. 25:21-26:12. Typically, architects who are in responsible charge of architectural firms inform Petitioner when their firm has been dissolved. T. 23:4-23:9. Respondent's failure to inform Petitioner Board is indicative of Respondent's intent to hide the fact that he had engaged in fraudulent conversion of the monies owed to RMF.

47. In January 2012, approximately four (4) months before dissolving M3DG, Respondent created Articles of Organization for a new business entity called American Architectural Collaborative, PLLC ("AAC"). Pet. Ex. 7; T. 26:13-27:1. According to the LLC Agreement for AAC, Respondent was the sole member of AAC, and contributed \$200.00 in cash to AAC. Pet. Ex. 8. Respondent served "in responsible charge" of AAC. T. 27:2-4

48. On February 14, 2012, Respondent formed a new architecture firm, American Collaborative Design.

49. On May 23, 2012, Respondent dissolved M3D, and claimed that he was no longer obligated to pay RMF the outstanding monies owed. Pet. Ex. 4.

50. On November 25, 2013, RMF filed a complaint against Respondent with Petitioner, alleging unethical conduct in that Respondent "accept[ed] money from a client for work completed by others with no intent to pay those parties . . . ." Pet. Ex. 40; T. 50:11-51:20.

51. Upon receiving the RMF complaint, Petitioner's PSC solicited a response from Respondent. Respondent provided a response to Petitioner on or about December 10, 2013. Pet. Ex. 41. In that response, Respondent did not deny that he had failed to pay RMF money owed, and did not raise any complaints about the services RMF provided on the ECSU project. *Id.*; T. 52:13-18. In that response, Respondent wrote, "As a matter of law, I am not personally responsible for the debts of M3DG. This complaint is not about my abilities as an architect." Pet. Ex. 41.

52. On May 28, 2014, Petitioner Board issued an Order, based on the above Findings of Fact, requiring Respondent to pay a civil penalty of Five Hundred Dollars (\$500.00) for his violation of N.C. Gen. Stat. § 83A-15(a)(1)a, based on the findings of fact set forth above. Pet. Ex. 42; T. 55:4-56:17.



53. Upon receiving the May 28, 2014 Order, Respondent requested an administrative hearing. Based on that request, Petitioner filed a petition for a contested case hearing, and a Request for Designation of Administrative Law Judge. T. 56:16-57:2.

54. At hearing, Respondent explained that M3DG had used an accounting practice whereby all received funds were deposited into, and disbursed out of, a single account. T. 146:16-147:12. Respondent began noticing problems with this type of accounting practice in 2007, which was approximately 5 years before he dissolved M3DG. Despite becoming aware of the accounting problems in 2007, and despite being warned repeatedly by Petitioner to pay subcontractors properly, Respondent made no efforts to adjust the accounting methods to a project-based accounting system, which he recognized as the better way to manage M3DG's financials. *Id.*; T. 148:19-149:4.

### CONCLUSIONS OF LAW

1. This matter is properly before the Office of Administrative Hearings (“OAH”) as OAH has both personal and subject matter jurisdiction over this case. The parties were properly noticed for hearing. To the extent that the Findings of Fact contain Conclusions of Law, or that the Conclusions of Law are Findings of Fact, they should be so considered without regard to the given labels.

2. For purposes of the Petitioner’s governing practice act, the “practice of architecture” is defined as:

performing or offering to perform or holding oneself out as legally qualified to perform professional services in connection with the design, construction, enlargement or alteration of buildings, including consultations, investigations, evaluations, preliminary studies, the preparation of plans, specifications and contract documents, **administration of construction contracts and related services** or combination of services in connection with the design and construction of buildings, regardless of whether these services are performed in persons or as the directing head of an office or organization.

N.C. Gen. Stat. § 83A-1(7) (Emphasis Added). The administration of construction contracts includes ensuring that individuals are paid properly and timely. T. 47:2-6.

3. N.C. Gen. Stat. § 83A-15(a)(1)a provides that:

The Board shall have the power to suspend or revoke a license or certificate of registration, to deny a license or certificate of registration, or to reprimand or levy a civil penalty not in excess of five hundred dollars (\$500.00) per violation against any registrant who is found guilty of dishonest conduct, including but not limited to: the commission of any fraud, deceit or misrepresentation in any professional relationship with clients or other persons . . . .

4. The three-step process to determine if the Petitioner's disciplinary action has a rational basis, is as follows:

- a. Is there adequate evidence to support the Petitioner's May 28, 2014 Order and Findings of Fact?
- b. Do the Petitioner's expressed Finding(s) of Fact in the May 28, 2014 Order adequately support the Order's subsequent Conclusions of Law?
- c. Do the expressed Findings and/or Conclusions adequately support the Petitioner's ultimate decision?

*NC State Bar v. Talford*, 356 N.C. 626, 634, 576 S.E.2d 305, 311 (2003). According to *Talford*, this three-step process must be applied separately to both the adjudicatory phase of Petitioner's order, and the dispositional phase of Petitioner's order. *Id.*

5. At the contested case hearing, Mr. Boney opined that Respondent, as a licensed architect designated to be the responsible charge of M3DG, breached his fiduciary responsibilities to his client, and to his subcontractors when he failed to disburse money that was obligated to the subcontractors. T. 106:22-107:8. Mr. Boney also opined that such breach of his fiduciary duty constituted dishonest conduct in violation of N.C. Gen. Stat. §83A-15(a)(1)a. *Id.*

6. The foregoing Findings of Fact showed that Respondent's dishonest conduct implicated the welfare of his client, ECSU. Because Respondent failed to pay RMF money owed, which Respondent had received from ECSU for RMF's services, RMF was forced to stop its work on behalf of ECSU's ongoing project for approximately two months. *See In re Suttles Surveying, P.A.*, No. COA 12-1350, 2013 N.C. App. LEXIS 464, 742 S.E.2d 574, 578-79 (2013) (contractual breaches that implicate public safety, health and welfare may be grounds for disciplinary action by occupational licensing boards).

7. Notably, other jurisdictions have recognized that a contractor's failure to pay a subcontractor, in the absence of a good-faith dispute regarding the amounts owed, is grounds for disciplinary action. *See, e.g.* CAL. BUS. & PROF. CODE § 7108.5 (failure of contractor to pay subcontractor within 7 days of receipt of payment for subcontractor's services is grounds for discipline) (2014); NEV. REV. ADMIN. CODE § 624.3012 (2014) (grounds for disciplinary action exist upon "willful or deliberate failure by any licensee . . . thereof to pay any money when due for . . . services rendered in connection with the licensee's operations as a contractor, when the licensee . . . has received sufficient money therefore as payment for the particular . . . project or operation for which the services or materials were rendered . . .") Although N.C. Gen. Stat. §83A-15(a)(1)a does not expressly define dishonest conduct to include the failure to pay a subcontractor, in the absence of a good-faith dispute regarding the amounts owed, it is reasonable to interpret the definition to include such acts.

8. Based on the foregoing Findings of Fact and Conclusions of Law, the undersigned concludes that Respondent violated N.C. Gen. Stat. § 83A-15(a)(1)a when he engaged in dishonest conduct by failing to pay a subcontractor monies owed, after the client had paid said monies to Respondent for that purpose.

9. Moreover, the undersigned concludes that the discipline assessed by the Board against Respondent for his violation of N.C. Gen. Stat. § 83A-15(a)(1)a is justified by the expressed Findings of Fact and Conclusions of Law set forth in the Petitioner's Decision and in this Proposal for Decision.

### **PROPOSAL FOR DECISION**

Based on the Findings Of Fact and Conclusions Of Law, the undersigned recommends that Petitioner Board order Respondent to pay a civil penalty in the amount of Five Hundred Dollars (\$500.00) within 30 days of this Proposal for Decision.

### **NOTICE**

The North Carolina Board of Architecture will make the Final Decision in these contested cases, pursuant to N.C. Gen. Stat. § 150B-42. That agency is required to give each party an opportunity to file exceptions to this Proposal for Decision and to present written arguments to those in the agency who will make the Final Decision, in accordance with N.C.G.S. § 150B-36(a). The Board shall file a copy of its Final Decision on the parties and the Office of Administrative Hearings.

This 3<sup>rd</sup> day of March, 2015.

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Melissa Owens Lassiter  
Administrative Law Judge