UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1810

September Term, 2014

ANDREW TEPPER, *et ux.*

v.

QUALITY PAINTING & PLASTERING, INC., *et al.*

Woodward,
Berger,
Arthur,

JJ.

Opinion by Arthur, J.

Filed: February 29, 2016

Appellants Andrew and Jeannie Tepper brought a civil action in the Circuit Court for Montgomery County against Quality Painting & Plastering, Inc. ("Quality Painting"), and its principal, Josue Granados, regarding a house painting agreement that went sour. The Teppers claimed damages arising from alleged misrepresentations, negligence, breach of contract (for terminating the job early), and a violation of the Maryland Consumer Protection Act ("CPA"). The jury found for the Teppers only on the CPA count and awarded them no damages.

QUESTIONS PRESENTED

The Teppers raise five questions on appeal, which we consolidate as follows:

I. Did the circuit court err or abuse its discretion in excluding evidence of Mr. Granados's prior conviction and prior guilty plea for abandonment of or failure to perform a contract, pursuant to § 8-605 of the Business Regulation Article?

II. Did the circuit court abuse its discretion in excluding evidence of an advertisement allegedly posted by Quality Painting on SuperPages.com, and for excluding business records of SuperMedia, LLC that purportedly authenticated that advertisement as having been posted by Quality Painting?

III. Did the circuit court err in denying the Teppers' request for attorneys' fees pursuant to the Maryland Consumer Protection Act, where the jury had found that the appellees had violated the statute, but had awarded the Teppers no damages?

IV. Did the circuit court err or abuse its discretion in declining the Teppers' request to introduce rebuttal testimonial evidence concerning recent photographs taken by their adversaries' expert witness?[1]

[1] The Teppers originally phrased their questions for review in the following way:

(continued…)

For the reasons that follow, we answer all questions in the negative and affirm the trial court's judgment.

FACTUAL AND PROCEDURAL BACKGROUND

Since 1987 the Teppers have lived in a single-family house in Potomac, Maryland. In 2009 they decided to repaint the house. They met with Mr. Granados and discussed a potential painting contract. According to the Teppers, Mr. Granados claimed that he was a "licensed" painter. Mr. Granados denies that he made such a claim.

On October 13, 2009, Mr. Granados (acting on behalf of Quality Painting) and the Teppers signed a contract. In the contract, Quality Painting agreed to power-wash and paint the Teppers' home for $7,015.00, an amount that grew to $7,815.00 after accounting for necessary materials. The Teppers prepared a separate, three-page agreement, providing greater specifications, which Mr. Granados also signed when the

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I. Did the circuit court err in excluding evidence of an internet advertisement posted by the Appellees, where that evidence was accompanied by a properly executed business-records affidavit?

II. Did the circuit court err in excluding evidence of Granados' prior plea of guilty in a criminal case for having abandoned the same contract at issue in this civil case?

III. Did the circuit court err in excluding evidence of Granados' criminal conviction in that same criminal case for abandoning the contract at issue in this civil case?

IV. Did the circuit court err in denying the Teppers' request for attorneys' fees under the Maryland Consumer Protection Act, where the jury had returned a verdict finding a violation of the Act but without an award of money damages?

V. Did the circuit court err in refusing to allow the Teppers to introduce rebuttal testimony concerning recent photographs taken by the Appellees' expert witness?

Teppers presented it to him. Neither agreement contained any representation that Mr. Granados was licensed.

Quality Painting began work the next day, but about three weeks later, on November 5, 2009, it walked off the job and never returned to complete it.

The Teppers later discovered that Mr. Granados was not a licensed contractor under Maryland law, and they reported him to the Maryland Home Improvement Commission. The State charged Mr. Granados with a criminal violation of Md. Code (1992, 2015 Repl. Vol.), § 8-605 of the Business Regulation Article ("BR"), which states that a contractor may not either "(1) abandon or fail to perform, without justification, a home improvement contract; or (2) deviate materially from plans or specifications without the consent of the owner." In a proceeding on May 17, 2011, Mr. Granados pleaded guilty in district court to failing to perform a contract.[2] The judge required Mr. Granados to pay restitution in the amount of $6,572.33.

On November 12, 2012, the Teppers filed a civil suit against Mr. Granados and Quality Painting, alleging: (1) breach of contract; (2) negligence; (3) negligent misrepresentation (against Mr. Granados only); and (4) fraud or intentional

[2] The plea is officially recorded as *State v. Granados*, Case No. 4-D-00236072 (Dist. Ct. of Md. for Mont. Cnty.). In addition to the charges to which Granados pleaded guilty, the State had charged him with two counts of operating as an unlicensed contractor. Granados did not plead guilty to those charges. The State placed those charges on the "stet" docket. They are not relevant to this appeal.

misrepresentation (against Mr. Granados only). They later amended the complaint to assert a claim for violation of the CPA.

The trial revealed stark disagreements. The Teppers contended that Mr. Granados openly misled them into believing that he was a licensed contractor – both in-person and in the form of an internet advertisement (a screenshot of which the Teppers unsuccessfully attempted to admit as evidence). Mrs. Tepper testified that she observed abundant evidence of poor workmanship as the job progressed and that when she pointed out the problems to Mr. Granados, she found it hard to reach him because he was seldom on-site.

Mr. Granados, while not denying that he operated without a license, disputed the Teppers' claim that he had misled them into thinking that he was licensed. He stated that Mrs. Tepper had been acting in a bothersome and intrusive manner – including following the painters around while taking countless photographs – and that he eventually quit the job after Mrs. Tepper's unreasonable demands made it "impossible" to continue. He denied that Quality Painting had done a poor job and said that he had completed about 90 percent of the contract while being paid just $5,080.00 of the total contract price.

Both parties called expert witnesses. The Teppers' expert, Tony Cummings, testified as to the poor quality of the painting job based on his observations of the house shortly after Quality Painting left. He provided estimates of costs to repair the damage caused by this work. (The Teppers sought a myriad of repairs and replacements, and claimed total damages of over $130,000.00.) The appellees' expert, Duane Ferguson, testified that the painting work had held up well and that many of the claimed damages

were either on the inside of the home, away from the work that Quality Painting had performed, or were not visible from a normal distance and thus not in need of repair.

The jury found that Quality Painting had not breached its contract, that Mr. Granados and Quality Painting had not acted negligently, and that Mr. Granados had made no intentional or negligent misrepresentations to the Teppers. The jury did, however, find that the appellees violated the CPA, having been instructed by the trial judge that any person agreeing to perform home improvement work must be properly licensed.[3] Nevertheless, the jury decided that the Teppers were entitled to no damages as a result of the CPA violation. In view of the decision to award no damages, the court denied the Teppers' post-trial motion for attorneys' fees under the CPA.

The Teppers filed a timely appeal to this Court.

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[3] The court's instruction, echoing the CPA, read, in pertinent part, as follows:

> The failure to maintain a statutorily required professional license is evidence of a violation of the [CPA]. The [CPA] provides that a person may not engage in any unfair or deceptive trade practice in the sale or offer for sale of any consumer services. . . . Unfair or deceptive trade practices include first a false or misleading oral or written statement, visual description, or other representation that has the tendency or effect of misleading or deceiving consumers. Second, any representation that a consumer service has a sponsorship, approval, affiliation, or ingredient which it is not. Third, the failure to state a material fact if the failure deceives or tends to deceive. Or fourth, any plan or scheme that misrepresents the solicitor's true status or mission. . . .

See Md. Code (1975, 2013 Repl. Vol.), Commercial Law Article, § 13-301.

DISCUSSION

I. The Prior Conviction and Guilty Plea

Before trial, the parties filed motions in limine. By that time, the district court already had accepted Mr. Granados's guilty plea for failing to perform a contract without justification.

The Teppers argued that because of Mr. Granados's plea, he and Quality Painting were estopped from testifying that Mrs. Tepper's conduct had prevented them from completing the job. Mr. Granados and Quality Painting, by contrast, asked the court to preclude the Teppers from presenting any evidence of the conviction or guilty plea, as there was no dispute that the appellees had not completed the painting contract.

When the court took up the motions, the Teppers' counsel said that he had a recording of Mr. Granados's plea proceedings. The trial court asked whether Mr. Granados said "in response to the judge's voir dire questions something that's contrary to what you think he's going to say today[.]" Counsel responded he had an unofficial transcript of that recording, in which Mr. Granados apparently responded "yes" to whether he understood the charge of "[f]ailure to perform[,]" and to whether "it's still [his] desire to plead guilty[.]"[4]

[4] The Teppers' counsel did not present the court with the actual plea document originally entered by the district court, and it was neither admitted as an exhibit nor made a part of the official record or joint extract for our consideration. The Teppers, however, attached it as an exhibit to their appellate brief. Although it is ordinarily improper for the record extract to include materials that are not actually part of the record, we take judicial notice of the plea document, as it is an official record of the Maryland courts. *See* Md. Rule 5-201(b)(2); *Chesek v. Jones*, 406 Md. 446, 456 n.8 (2008).

Stating that this transcript reflected only "a bare-bones minimum District Court voir dire[,]" the court ruled that the mere fact of a guilty plea was not a basis to preclude the appellees from testifying about why they left the work site prematurely. In the course of its decision, the court cited the "well-settled law in this [S]tate" that "a guilty plea in a criminal case is not admissible" in a civil action "to establish the truth of the facts upon which it [was] rendered." At the same time, the court recognized that if the plea proceedings included an admission that Mr. Granados "failed to perform the contract" and "had every opportunity to do so," the Teppers could use that statement against him if he later took the stand and claimed that he "wasn't given the opportunity" to perform. The court continued:

> [F]rom what [the Teppers' counsel] has proffered, the defendant said very little other than acknowledging that he was pleading guilty to failing to perform a contract, which, again, is not disputed here. We're here now to decide, as I understand it, why the contract wasn't performed . . . . And so I don't think the fact that he was convicted and in fact pled guilty to failing to perform in the District Court in a criminal case should preclude him from testifying as to why he failed to perform the contract.

Although the court thus denied the Teppers' motion to preclude the appellees' testimony on why Mr. Granados and his workers left the job site, it also precluded Mr. Granados and Quality Painting from putting on evidence of the amount of restitution that Mr. Granados had paid. Instead, the court said, it would reduce the jury's award of damages by the amount of restitution.

On direct examination at trial, Mr. Granados addressed the circumstances surrounding his decision to leave the job site. In response to the question, "[W]hat happened on November 4th?", the day on which he and his employees walked off the job,

Mr. Granados recounted a brief chronological narrative, which began with being called by one of his painters, who told him that it was "impossible to be working on the house." At first, Mr. Granados said, he pleaded with the workers to continue, but they told him that Mrs. Tepper was sticking her head out of the window and using a mirror, apparently to check on the quality of some of the work. At that point, he said, "I told them let's go. It's impossible." He said that he had previously wanted to walk off the job, for example, when the Teppers had instructed his workers not to paint in the rain or had given them other unspecified instructions, but he had evidently persisted. This time, he went to find Mr. Tepper, but Mrs. Tepper said that her husband had left. Eventually, Mr. Granados said that he found Mr. Tepper and that both he and Mrs. Tepper asked him not to leave. According to Mr. Granados, he responded to Mr. Tepper that his "wife is impossible." As Mr. Granados's workers packed up to leave, he said that Mrs. Tepper "began taking pictures of everybody."

On cross-examination, when the Teppers' counsel asked about Mrs. Tepper's complaints, Mr. Granados said: "Complaining about everybody, like, you know do this like this, you know like that, do like, I mean it's hard work like that. That's why we left the place."

Later during cross-examination, the Teppers' counsel told the court: "We filed a motion in limine in order to preclude testimony about him being driven off the job by the conduct of the plaintiffs. He's now brought that testimony in. I would like to use 5[-

]609(2) [sic] for his inconsistent testimony in a criminal case for impeachment."[5] When the court asked what inconsistent statement the guilty plea contained, the Teppers' counsel proffered "[t]hat [Mr. Granados] agreed or he admitted in a forum that he had failed to perform the contract." The following exchange ensued:

> THE COURT: You know, again, I think this is the same issue that we covered before. You know people come in and plead guilty for various reasons. And sometimes they do it and they're not even guilty.
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> [COUNSEL]: And not being offered for the truth of the conviction or the amount of the conviction. He didn't have to mention the prima facie, but I am entitled under the Rule and under law to impeach his testimony where he says that he couldn't perform the job because of the actions of the plaintiff. I said [unintelligible] that he's acknowledged and admitted in an open forum that he failed to perform the contract.
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> THE COURT: So how do you – so why would you – he has acknowledged to you that he didn't complete the contract. He's assigned a different reason than your clients would ascribe to [it]. . . . Either way, there's no dispute but that the contract was not performed.

The Teppers' counsel went on to argue that "[i]t's not just that it wasn't completed, it was that he was at fault for it having not been completed." He added that Mr. Granados and Quality Painting had "opened the door" with Mr. Granados's testimony. The court overruled the objection, stating:

> I don't think that a criminal conviction is admissible to prove the truth of facts in a civil case other than specific statements that we may have made either during trial which didn't exist in a criminal case or at

[5] Maryland has no Rule 5-609(2). Rule 5-609 generally addresses impeachment by evidence of a prior conviction of a crime, which does not appear to be what the Teppers' counsel was asking to do. Rule 5-613 and Rule 5-616(a)(1) address impeachment by prior inconsistent statements.

> the time that he pled. And simply saying that I'm guilty herein to perform a contract which is essentially what he did [is] not probative in my view of any specific fact in this case, other than he decided to plead guilty and he's acknowledged here for whatever reason he didn't perform the contract. So I'll overrule . . . .

A. Preservation Problems

On appeal, the Teppers argue that the trial court should have admitted Mr. Granados's guilty plea as substantive evidence under either of two exceptions to the hearsay rule: as a prior inconsistent statement under Maryland Rule 5-802.1[6] or as an admission by a party-opponent under Rule 5-803(a)(1).[7] We shall not, however, reach the merits of these arguments, as the Teppers have failed to preserve them for appellate review.

Maryland Rule 8-131(a) provides that, "[o]rdinarily, the appellate court will not decide any [ ] issue unless it plainly appears by the record to have been raised in or decided by the trial court[.]" Failure to make a timely objection bars the appellant from obtaining review of any claimed error. *Bryant v. State*, 436 Md. 653, 659-60 (2014). The

[6] Rule 5-802.1(a) allows certain prior inconsistent statements, otherwise inadmissible under the hearsay rule, to be admitted as substantive evidence for the truth of the matters asserted. "In order to be admissible . . . , the prior statement must be 'inconsistent with the declarant's testimony' and either: (1) made under oath at a qualifying proceeding; (2) made in writing and signed by the declarant; or . . . (3) 'recorded in substantially verbatim fashion by stenographic or electronic means contemporaneously with the making of the statement . . . .'" *McClain v. State*, 425 Md. 238, 249 (2012) (quoting Md. Rule 5-802.1(a)).

[7] Maryland Rule 5-803 states, in pertinent part, that a statement by a party opponent is "not excluded by the hearsay rule, even though the declarant is available as a witness," if the statement is "(a) . . . [a] statement that is offered against a party and is: (1) [t]he party's own statement, in either an individual or representative capacity . . . ."

rule reflects the sound policy that it is usually inappropriate to reverse a trial judge for failing to consider an argument that a party did not make.

The Teppers failed to make it known to the trial judge, at either the motions hearing or at trial, that they sought to introduce the guilty plea under either of the hearsay exceptions that they now advocate on appeal. In the extensive pre-trial discussion of Mr. Granados's guilty plea, the Teppers at no time argued that the plea was admissible as substantive evidence under any hearsay exception – in fact, counsel told the court that the plea was "not being offered for the truth" (*i.e.*, that it was not being offered as substantive evidence under an exception to the hearsay rule). Nor did the Teppers invoke any hearsay exception at trial. Instead, they invoked a completely different justification – impeachment – with no mention of any hearsay exceptions. They cannot switch tracks at such a late stage; they were required to bring their position to the trial court's attention "so that it c[ould] pass upon, and possibly correct[,] any errors in the proceedings." *Bryant*, 436 Md. at 659.[8]

[8] Had the Teppers relied on Rule 5-803(a)(1) in the trial court, the guilty plea itself might have been admissible as the admission of a party-opponent. *See Crane v. Dunn*, 382 Md. 83, 93-94 (2004) (citing *Brohawn v. Transamerica Ins. Co.*, 276 Md. 396, 403-04 (1975)). On the other hand, the conviction would have been "inadmissible to establish the truth of the facts upon which it is rendered in a civil action for damages arising from the offense for which the person is convicted." *Aetna Casualty & Sur. Co. v. Kuhl*, 296 Md. 446, 450 (1983).

B. Impeachment

The Teppers separately argue that the trial judge should have admitted the guilty plea for impeachment purposes, as a prior inconsistent statement under Rule 5-613. Here, the Teppers have adequately preserved this argument,[9] but we find it unpersuasive.

A "ruling on the admissibility of evidence ordinarily is within the trial court's discretion." *Hajireen v. State*, 203 Md. App. 537, 552 (2012) (citing *Blair v. State*, 130 Md. App. 571, 592 (2000)). "This Court generally reviews such rulings for an abuse of discretion." *Id.* at 552 (citing *State v. Simms*, 420 Md. 705, 724-25 (2011)).

This Court, in *Thomas v. State*, 213 Md. App. 388 (2013), stated that subsections (a) and (b) of Rule 5-613 together require that:

> . . . for extrinsic evidence of a witness's prior inconsistent oral statement to be admissible for impeachment, the following foundation must be laid: 1) the contents of the statement and the circumstances under which it was made, including the person to whom it was made, must have been disclosed to the witness during his trial testimony; 2) the witness must have been given the opportunity to explain or deny the statement; 3) the witness must have failed to admit having made the statement; and 4) the statement must concern a noncollateral matter.

Id. at 406 (quoting *Hardison v. State*, 118 Md. App. 225, 237 (1997)).

Crucially, however, "[b]efore the requirements of Rule 5-613(b) come into play . . . , the prior statement of the witness must be established as *inconsistent with his [or*

[9] At trial, the Teppers cited Rule 5-609, which concerns impeachment by prior conviction. Nonetheless, it is quite clear from their arguments at trial that they wanted to use the guilty plea to impeach Granados with a prior inconsistent statement. The Teppers did not fail to preserve that argument by citing the wrong rule number at the bench conference.

her] trial testimony." *Hardison*, 118 Md. App. at 237-38 (citing *Stevenson v. State*, 94 Md. App. 715, 721 (1993)) (emphasis added).

The Teppers cannot satisfy this threshold requirement. They cite no case, and we can find none, holding that a guilty plea qualifies as a "statement" under Rule 5-613(b). In fact, as the circuit court perceived, if a guilty plea itself could amount to some kind of "statement," it would undercut the well-established rule that a criminal conviction is generally "inadmissible to establish the truth of the facts upon which it is rendered in a civil action for damages arising from the offense for which the person is convicted." *Aetna Casualty & Sur. Co. v. Kuhl*, 296 Md. 446, 450 (1983). By contrast, under Md. Rule 5-410(b)(2), certain statements "made in the course of" plea proceedings "may be admissible in a subsequent civil proceeding as a prior inconsistent statement, if offered to attack the credibility of the person who made the statement." As the circuit court recognized, however, Mr. Granados made no such statements.

Nonetheless, we shall assume, solely for the sake of argument, that Mr. Granados's guilty plea implicitly entails an affirmative statement to the effect that he failed to perform the contract without justification. We shall also assume, again for the sake of argument, that in offering his chronological narrative about the events leading up to the point when he and his employees walked off the job, Mr. Granados was not merely recounting his version of what occurred, but was attempting to justify his conduct. Even on those assumptions, the decision not to admit the plea amounted, at most, to harmless error. *See Crane v. Dunn*, 382 Md. 83, 91 (2004) ("[i]t is the policy of this Court not to reverse for harmless error and the burden is on the appellant in all cases to show

prejudice as well as error"); *accord Flores v. Bell*, 398 Md. 27, 33 (2007) ("an error that does not affect the outcome of the case is harmless error").

Here, the Teppers have not satisfied their burden of showing that the decision to omit the plea was likely to have affected the outcome of the case. Despite the court's decision not to admit the plea, the jury actually found in the Teppers' favor on one count (the CPA claim), but concluded that the Teppers had suffered no damages. Had the court permitted the Teppers to impeach Mr. Granados with his plea, it might have strengthened the Teppers' liability case on some of the other counts (such as breach of contract), but it would not have improved their claim of damages. Consequently, even if the admission of the plea might have changed the jury's evaluation of Mr. Granados's and Quality Painting's liability, it would not have changed the ultimate outcome – an award of zero dollars in damages. Accordingly, we affirm the decision to exclude the plea.

II. The Internet Advertisement "Screenshot"

The Teppers attempted to admit two items of evidence relating to an internet advertisement. The first is a printed screenshot of an internet advertisement from SuperPages.com (marked for identification as Exhibit 2). The second (marked as Exhibit 15) consists of 14 pages that the Teppers subpoenaed from SuperMedia LLC, including an affidavit under Md. Rule 5-902(b) stating that the documents were true and correct copies of business records. The court declined to admit either exhibit.

One the first day of trial, the Teppers' counsel attempted to show Mr. Tepper a print-out of the advertisement, Exhibit 2, the contents of which includes the name "Quality Painting & Plastering, Inc.," as well as text in which the company professed,

among other things, to be a "licensed and insured" business. Following an objection, counsel represented that the Teppers came across the advertisement while researching Quality Painting to find out whether it was licensed. Upon learning that the Teppers had no one to authenticate the advertisement, the court remarked on the absence of "testimony that the defendant actually is responsible for this ad." The court continued: "[Y]ou're going to have to have somebody either acknowledge it from the defense side or testify it's someone identifying themselves as the defendant or his company [who] placed this." The Teppers marked the exhibit for identification, but the court did not permit it to be introduced into evidence.[10]

On the second day of trial, the Teppers offered Exhibit 15, the authenticated business records that they had subpoenaed from SuperMedia LLC. These records, copies of which are appended to this opinion, present a variety of unexplained information.

Two pages, containing handwritten annotations by an unidentified author, may reflect purchases by "Quality Painting & Plastering Corp," during 2009 and 2010, perhaps including the purchase of an "sp.com product." Another page contains a letter to "Qulty Pnting & Plstrng Corp," dated September 23, 2010, in which SuperMedia asserts that the "account is seriously delinquent" and that the "advertising listed below" would not be renewed unless the account were brought current. Other pages contain screenshots

[10] Later, during his testimony, Granados admitted that the screenshot contained Quality Painting's address and telephone number, but denied that he had ever advertised on the internet. He had no explanation for how his company's name appeared in the advertisement.

of typed notes, from 1997, 1998, and 1999, reflecting communications with "Mr. Granados" and "Mrs. Granados" about whether "the advertisement" had been, or was to be, cancelled or authorized. Several pages consist of screenshots of checked and unchecked boxes on such categories as "payment options," "areas served," and credentials, including checked boxes next to the words "licensed," "insured," and "bonded." Finally, below a reference to "THE CLIENTS [sic] FREE BUSINESS PROFILE ON SP.COM," the following "business description" appears: "We currently serve the Md,Dc,and Va area [sic]. We have been in business since 1978[.]" Those same words appear in the first sentence of the advertisement from Exhibit 2.

According to the Teppers, Exhibit 15 demonstrated that Granados had placed the advertisement, Exhibit 2, which falsely stated that he was licensed. The Teppers specifically pointed to Exhibit 15's checked boxes, which, they said, reflected directions concerning the contents of the advertisement – including a representation that the advertiser was "licensed." Exhibit 15, the Teppers said, established that "the ad was placed as early as 1997 and continued at least until 2010[,]" and that it resulted in Exhibit 2. The court responded skeptically, questioning whether Exhibit 15 was sufficiently self-explanatory as to permit the jury to infer that Granados had authorized Exhibit 2: "How would anyone know that by looking at this?"[11]

[11] At another point, the court observed that in Exhibit 15 someone had checked the box for "bonded," but that Exhibit 2, the advertisement, did not represent that Quality Painting was "bonded."

The court went on to point out the lack of any clear connection between Exhibit 15, which came from SuperMedia LLC, and Exhibit 2, which came from SuperPages.com. "Do I let the jury infer that [SuperMedia LLC] means Super[P]ages?" the court asked. Because the court was not "completely satisfied as a legal matter that the organization that's described in the certification is the same organization that appears in the ad," it declined to admit either document.[12]

The Teppers' counsel persisted, arguing that even if the advertisement (Exhibit 2) was inadmissible, the business records (Exhibit 15) were admissible to show that Mr. Granados had placed an advertisement representing that he was licensed. Again, the court disagreed:

> [T]here were some boxes checked here which were checked reportedly by some member of this organization. I don't have any copy of what actually came out. I mean, could it be that at some point there is some suggestion here that both the defendant, the visual defendant [sic],[13] and his I guess it's his wife, talked about this ad, had some problems with it. I don't know what eventually went out. Maybe the problems they had among others was that it said things that we didn't authorize to be said. . . .

Exhibit 15, the Teppers countered, established that Mr. Granados had represented to the advertiser that he was licensed. The court responded: "I'm not satisfied that that's what they represented. Somebody checked off some boxes." Because Exhibit 15

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[12] In fact, one of Exhibit 15's many pages does show a connection between SuperMedia LLC and SuperPages.com, but the Teppers did not note that connection at trial and bring it to the circuit court's attention.

[13] We believe it likely that the court referred to the "individual defendant," Mr. Granados, and that the reporter committed an error in transcription.

contained no actual advertisement and no indication of what went out under Mr. Granados's name or his organization's name, the court reiterated its decision not to admit either exhibit.

On appeal, the Teppers do not argue that Exhibit 2, standing alone, was admissible. Instead, they argue that the court erred in excluding Exhibit 15, the business records of SuperMedia LLC; that Exhibit 15 was "independently relevant" because it showed that Mr. Granados placed an advertisement in SuperPages.com that contained at least some of the language in Exhibit 2; and that Exhibit 15 thereby authenticated Exhibit 2 and laid the requisite foundation for its admission. We reject the Teppers' contentions because we reject their contentions about the admissibility of Exhibit 15.

Although the Teppers' brief does not include the "concise statement of the applicable standard of review" that Rule 8-504(a)(5) requires, we typically review these sorts of evidentiary decisions for abuse of discretion. *See Churchfield v. State*, 137 Md. App. 668, 682 (2001) (citing *State v. Hawkins*, 326 Md. 270, 277 (1992)). An abuse of discretion occurs "'where no reasonable person would take the view adopted by the [trial] court,' . . . when the court acts 'without reference to any guiding rules or principles[,]' . . . [or] when the ruling is 'violative of fact and logic,' or when it constitutes an 'untenable judicial act that defies reason and works an injustice.'" *King v. State*, 407 Md. 682, 697 (2009) (quoting *North v. North*, 102 Md. App. 1, 13-14 (1994) (citations omitted)).

"If there was any relevance inferable" from Exhibit 15, "it was certainly marginal at best." *Smith v. State*, 371 Md. 496, 506 (2002). Without a live witness who could explain what that cryptic collection of documents actually signified, the trier of fact was

left to guess about its meaning. Did SuperMedia LLC check the boxes, including the "licensed" box, because Mr. Granados directed it do so? Did the checking of the boxes result in an advertisement, authorized by Mr. Granados, stating that Quality Painting was licensed? Do the references to "sp.com" mean that the advertisement was the SuperPages advertisement reflected in Exhibit 2? What is the significance of the "FREE BUSINESS PROFILE ON SP.COM," and does it suggest that "sp.com" might have posted information that Mr. Granados did not pay for or even authorize? And what exactly was the connection between SuperMedia LLC and SuperPages.com? "On this record . . . we cannot say that the judge abused his discretion in precluding counsel from wandering off into smoke-filled tangents." *Smith v. State*, 371 Md. at 506.[14]

Even assuming that the court abused its discretion, which it did not, any error was harmless. By corroborating the Teppers' testimony that Mr. Granados claimed to be licensed, the advertisement arguably might have bolstered the Teppers' liability case on their counts for intentional or negligent misrepresentation. The advertisement, however, would not have enhanced the Teppers' damages case in any way. The Teppers claimed the same $130,000.00 in damages for fraud, negligent misrepresentation, and violation of the CPA, which itself is a type of misrepresentation claim. *See McCormick v. Medtronic, Inc.*, 219 Md. App. 485, 529-30 (2014). Yet, when the jury found in their favor on the

[14] On appeal, the Teppers argue that, in a brief reference on one of its 14 pages, Exhibit 15 establishes a connection between SuperMedia LLC and SuperPages.com. Unfortunately, in the heat of trial, the Teppers did not observe that reference or point it out to the circuit court. We cannot fault the court for failing to consider an argument that the Teppers did not make.

CPA claim, it also found that they had suffered no damages. In these circumstances, it makes no difference whether the exclusion of Exhibits 2 and 15 arguably impaired the Teppers' proof that Mr. Granados made an intentional or negligent misrepresentation: even with Exhibits 2 and 15, the Teppers have not adequately shown that the result would not have been the same – a verdict of no damages.

III. Attorneys' Fees

Under the CPA, "[a]ny person who brings an action to recover for injury or loss under this section and who is *awarded damages* may also seek, and the court may award, reasonable attorney's fees." Md. Code (1975, 2013 Repl. Vol.), Commercial Law Article ("CL"), § 13-408(b) (emphasis added). Even though the jury awarded no damages on the CPA claim, the Teppers filed a post-trial request for more than $80,000.00 in attorneys' fees. In a memorandum opinion, the trial court denied the Teppers' request:

> The relevant case law has broadened the language "awarded damages" to include damages received pursuant to a settlement agreement and instances where the litigation itself caused defendant to take action which was "within the results obtained" by plaintiff's efforts. Here, Plaintiffs were not awarded damages at trial and they did not receive an alternate form of damages similar to those explained in the [above] relevant case law. Therefore, it would be improper for the court to grant Plaintiffs' request for an award of attorneys' fees.

The General Assembly enacted the CPA, codified at CL § 13-101 *et seq.*, "as a comprehensive consumer protection act to provide protection against unfair or deceptive practices in consumer transactions." *Citaramanis v. Hallowell*, 328 Md. 142, 150 (1992) (citing CL § 13-102(b)). The legislature's intention was to set "minimum statewide standards for the protection of consumers." CL § 13-102(b)(1); *see id.* § 13-103(a).

In addition to certain public-enforcement provisions (*see* CL § 13-401 *et seq.*), the General Assembly provided for private actions "to recover for injury or loss sustained by [a consumer] as the result of a practice prohibited by" the CPA. CL § 13-408(a). But whereas the public-enforcement remedies "are set up to prevent potentially unfair or deceptive trade practices from occurring, even before any consumer is injured, . . . § 13-408(a) requires that actual 'injury or loss' be sustained by a consumer before recovery of damages is permitted in a private cause of action." *Citaramanis*, 328 Md. at 153. In other words, in a private action under § 13-408(a), the aggrieved consumer must "establish the nature of the actual injury or loss that he or she has allegedly sustained as a result of the prohibited practice." *Citaramanis*, 328 Md. at 152; *accord Polek v. J.P. Morgan Chase Bank, N.A.*, 424 Md. 333, 365 (2012) (quoting *DeReggi Constr. Co. v. Mate*, 130 Md. App. 648, 665 (2000)).

Section 13-408(b) encourages private actions by authorizing an award of reasonable attorneys' fees to a consumer "who is awarded damages" for a CPA violation. In interpreting § 13-408(b), Maryland courts have held that the phrase "awarded damages" "should not be narrowly read to require a judgment." *Frazier v. Castle Ford, Ltd.*, 430 Md. 144, 164 n.22 (2013). "[R]ather, the party may 'achieve victory,'" so as to qualify for an award of fees, by procuring "a court-approved settlement." *Id.* (citing *Blaylock v. Johns Hopkins Fed. Credit Union*, 152 Md. App. 338 (2003)); *see also Hyundai Motor America v. Alley*, 183 Md. App. 261, 269-73 (2008) (holding that even if the court does not approve a settlement agreement, a consumer may be entitled to

attorneys' fees under § 13-408(b) if she reaches a settlement in which she recovers more than she sought).

The Teppers insist that these cases' liberal reading of "awarded damages" requires reversal of the trial court's ruling denying their request for attorneys' fees even though they achieved nothing in recovery, either by way of judgment or settlement. They argue that, as with the prevailing parties in *Hyundai*, *Blaylock*, and *Frazier*, their success did not depend on an award of monetary damages, and that "[b]y virtue of the jury's finding of a violation of the [CPA], . . . it is established that the Teppers are the prevailing party . . . and are entitled to an award of attorneys' fees[.]"

The Teppers' argument stretches this relaxed standard beyond its breaking point. The Teppers sought only monetary damages in their civil suit. Yet the jury, despite finding CPA violations, found no injury and awarded no damages. If this was a victory, it brings to mind Pyrrhus' reported statement after his armies (nominally) defeated the Roman legions at Asculum in 279 B.C.E.: "Another such victory and I am undone."

In light of this threadbare success, it is hard to see how the Teppers were "awarded damages" for fee-shifting purposes, under section 13-408(b). Only in a world in which words have become untethered from their meaning could one conclude that the Teppers

were "awarded damages" after the jury awarded them no damages. We therefore affirm the trial court's denial of their attorney-fee request.[15]

IV. Rebuttal Testimony

The appellees' expert, Mr. Ferguson, testified that, upon reviewing the exterior of the Teppers home, he concluded that it was in a far better condition than did his competing expert, Mr. Cummings. On cross-examination, the Teppers' counsel established that Mr. Ferguson had not viewed the home until several years after the work had been done, and he showed Mr. Ferguson some of the earlier photographs that Mr. Cummings had seen. Mr. Ferguson conceded that some of the photographs showed poor conditions that he had not seen when examining the home years later.

After the appellees rested their case, the trial court granted the Teppers' request to present "some very brief rebuttal." At one point the Teppers' counsel asked Mrs. Tepper: "Following the paint work by Quality Painting, the prior [*sic*] to Mr. Ferguson being at your home on July 1st, did you paint any of those windows?" Upon objection by opposing counsel, the Teppers' counsel stated that Mr. Ferguson had, "for the first time," introduced evidence of the home many years later, and that he was "just trying to determine in two questions to identify how those repairs came about. . . ."

[15] The Teppers cite cases from eight other jurisdictions in support of their argument that an award of attorneys' fees is warranted even where the plaintiff recovers no damages. Several of the decisions are unreported, and all but one either (1) examined statutory language that, quite unlike the explicit "awarded damages" language of section 13-408 of the CPA, does not expressly link the award of fees to the finding of damages; or else (2) did in fact find that damages had been found.

The trial court expressed surprise that the Teppers had not introduced the repairs during their case, as they had been aware of Mr. Ferguson's expected testimony before trial. Counsel replied: "Our damage claim is solely limited to the work that was done and the need to do a final repair. The temporary repair was done is not relevant to that. The only other reason it comes in the case is because what Mr. Ferguson did this morning was present photographs now." The court sustained the objection.

Rebuttal evidence is "'any competent evidence which explains, is a direct reply to or a contradiction of material evidence introduced by . . . a party in a civil action' during the other party's presentation of their case." *Schwartz v. Johnson*, 206 Md. App. 458, 503 (2012) (quoting *Riffey v. Tonder*, 36 Md. App. 633, 645-46 (1977), *which cited State v. Hepple*, 279 Md. 265, 270 (1977)). "[F]or evidence to be admissible as 'true' rebuttal . . . it must respond to new matter." *Schwartz*, 206 Md. App. at 503-04 (citation and quotation marks omitted). "It is within the sound discretion of a trial court to determine what constitutes rebuttal evidence[]" (*Shemondy v. State*, 147 Md. App. 602, 615 (2002) (citing *State v. Booze*, 334 Md. 64, 68 (1994)), and its determination will be reversed "only if it is 'manifestly wrong and substantially injurious.'" *Shemondy*, 147 Md. App. at 615 (quoting *Mayson v. State*, 238 Md. 283, 289 (1965)).

The trial court was well within its broad discretion in acting to prevent the jury from hearing Mrs. Tepper's answers. The testimony would not have directly responded to a new matter, as the Teppers had ample notice, before his testimony, that Mr. Ferguson intended to base much of his testimony on the condition of the Teppers' home years after the fact. The court did not abuse its discretion in ruling that, if the Teppers intended to

introduce evidence of any repairs that were performed before Mr. Ferguson's later observations, the time to do so was during the direct examination of the Teppers' witnesses.

In addition, it is hard to see how the court's ruling could have been "substantially injurious," so as to warrant reversal. *Shemondy*, 147 Md. App. at 615. Although the Teppers had not previously introduced evidence of subsequent home repairs, they made full use of cross-examination to establish that Mr. Ferguson's observations occurred years after the work at issue by showing Mr. Ferguson pictures of the home as it was at or near the time of when Quality Painting's walked off the job. In these circumstances, the Teppers have not discharged their burden of establishing that they suffered prejudice as a result of the error, if any, in circumscribing their rebuttal case.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED. APPELLANTS TO PAY COSTS.

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

ANDREW TEPPER, and JEANNIE TEPPER, Plaintiffs	*	
v.	*	Case No. 370214-V
Quality Painting & Plastering, Inc. et al. Defendants	*	

CERTIFICATION OF CUSTODIAN OF RECORDS
OR OTHER QUALIFIED INDIVIDUAL

Pursuant to Maryland Rule 5-902(b), I, Sherry D. Ake, do hereby certify that:

1. I am the Custodian of Records of or am otherwise qualified to administer the records for: SuperMedia LLC, and
2. The attached records:
   a. are true and correct copies of records that were made at or near the time of the occurrence of the matters set forth by, or from the information transmitted by, a person with knowledge of these matters; and
   b. were kept in the course of regularly conducted activity; and
   c. were made and kept by the regularly conducted business activity as a regular practice.

I declare under penalty of perjury that the foregoing is true and correct.

12.5.2013 — Date
Sherry D. Ake — Signature
Sherry D. Ake — Printed Name
Paralegal — Title

PLAINTIFF'S EXHIBIT 5 370214-V

TEPPER 08641

Rec. PrePost Mid Atl OCT 14 2009

205109 Ex. Solutions

Open Report Screen

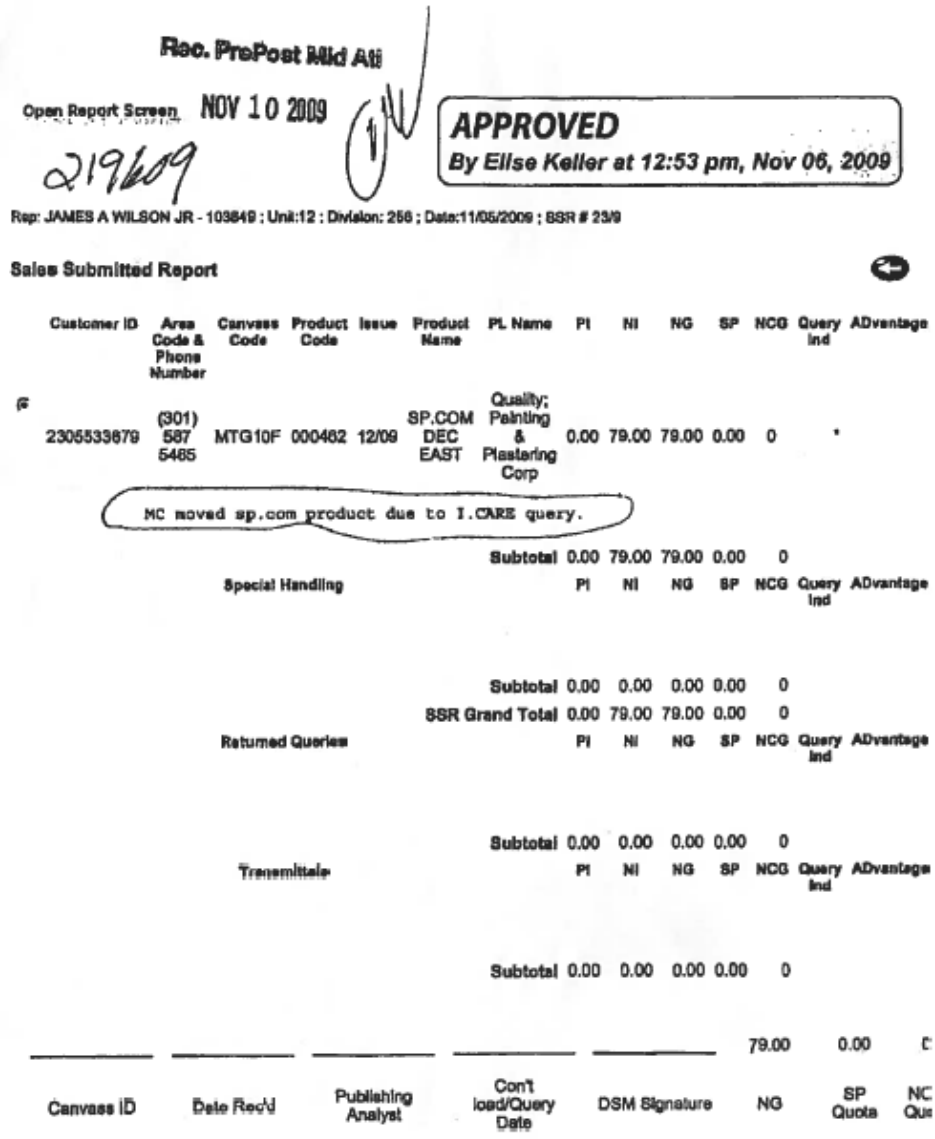
APPROVED
By E. Keller at 12:25 pm, Oct 14, 2009

Rep: JAMES A WILSON JR - 103849 ; Unit:12 ; Division: 256 ; Date:10/13/2009 ; SSR # 22/2

	Customer ID	Area Code & Phone Number	Canvass Code	Product Code	Issue	Product Name	PL Name	PI	NI	NG	SP	NCG	Canv Ind
C	2300400964	(202) 722 4150	DCY09S	032820	01/10	MD SUB-SO MONT ED YP	Charles; Ford & Associates	7.80	8.10	0.30	0.00	0	
C	2300400964	(202) 722 4150	DCY09S	032822	01/10	MD SUB-NO MONT ED YP	Charles; Ford & Associates	4.80	4.95	0.15	0.00	0	
C	2300400964	(202) 722 4150	DCY09S	032824	01/10	MD SUB-NO PG ED YP	Charles; Ford & Associates	6.00	6.15	0.15	0.00	0	
C	2300400964	(202) 722 4150	DCY09S	032826	01/10	MD SUB-SO PG ED YP	Charles; Ford & Associates	5.40	5.55	0.15	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	000461	11/10	SP.COM NOV EAST	Quality; Painting & Plastering Corp	0.00	79.00	79.00	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	032820	01/10	MD SUB-SO MONT ED YP	Quality; Painting & Plastering Corp	73.30	33.95	-39.35	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	032822	01/10	MD SUB-NO MONT ED YP	Quality; Painting & Plastering Corp	46.55	22.05	-24.50	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	032824	01/10	MD SUB-NO PG ED YP	Quality; Painting & Plastering Corp	0.00	0.00	0.00	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	032826	01/10	MD SUB-SO PG ED YP	Quality; Painting & Plastering Corp	0.00	0.00	0.00	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	104622	01/10	MARYLAND SUBURBAN COMPANION	Quality; Painting & Plastering Corp	0.00	0.00	0.00	0.00	0	
C	2305533679	(301) 587 5465	MTG10F	107013	11/09	SD EXC MAILER&ADDL CARDS-CNTRL-NOV WK3	Quality; Painting & Plastering Corp	0.00	51.10	51.10	0.00	0	
C	2354418843	(301) 455 8097	DCY09S	032820	01/10	MD SUB-SO MONT ED YP	Garcia's; Landscape Company	33.75	0.00	-33.75	0.00	0	

Ex. Solutions

TEPPER 06642



Rec. PrePost Mid Atl

Open Report Screen NOV 10 2009

219609

APPROVED
By Elise Keller at 12:53 pm, Nov 06, 2009

Rep: JAMES A WILSON JR - 103849 ; Unit:12 ; Division: 256 ; Date:11/05/2009 ; SSR # 23/9

Sales Submitted Report

Customer ID	Area Code & Phone Number	Canvass Code	Product Code	Issue	Product Name	PL Name	PI	NI	NG	SP	NCG	Query Ind	ADvantage
2305533679	(301) 587 5465	MTG10F	000462	12/09	SP.COM DEC EAST	Quality; Painting & Plastering Corp	0.00	79.00	79.00	0.00	0	*	

MC moved sp.com product due to I.CARE query.

		PI	NI	NG	SP	NCG	Query Ind	ADvantage
Special Handling	Subtotal	0.00	79.00	79.00	0.00	0		
	Subtotal	0.00	0.00	0.00	0.00	0		
	SSR Grand Total	0.00	79.00	79.00	0.00	0		
Returned Queries		PI	NI	NG	SP	NCG	Query Ind	ADvantage
	Subtotal	0.00	0.00	0.00	0.00	0		
Transmittals		PI	NI	NG	SP	NCG	Query Ind	ADvantage
	Subtotal	0.00	0.00	0.00	0.00	0		

79.00 0.00

Canvass ID | Date Rec'd | Publishing Analyst | Con't load/Query Date | DSM Signature | NG | SP Quota | NC Qu

TEPPER 06643

supermedia

superpages.com superyellowpages superpagesdirect

CERTIFIED

Thursday, September 23, 2010

QULTY PNTNG & PLSTRNG CORP
508 E INDIAN SPRING DR
SILVER SPRING, MD 20901
2305533679
301-587-5465

7009 2250 0003 1289 2123

IMAGING ONLY
SEP 29 2010

Dear Valued SuperMedia Client:
We have tried to contact your office by telephone on numerous occasions to discuss your advertising.

At this time our records indicate that your account is seriously delinquent. Consequently, the advertising listed below will not be renewed, unless your account is brought current by the date(s) indicated below.

Product/Issue Year		Date by which Payment Must be Received (close date)	Current Issue Monthly Billing Amount	Next Issue Monthly Billing Amount
SD EXC MAILER&ADDL CARDS-CNTR	11/19/2010	10/28/2010	$51.10	$0.00
MD SUB-NO MONT ED YP	1/8/2011	11/15/2010	$22.05	$22.25
MD SUB-SO MONT ED YP	1/5/2011	11/12/2010	$33.95	$34.40
SP.CDM DEC EAST	12/22/2010	11/27/2010	$79.00	$79.00

The current outstanding balance on your account, including late charges, appears on your last invoice. you believe our records are incorrect, or if you wish to bring your account current and renew your advertising, please contact us at 866-559-3600.

We appreciate the confidence thousands of clients like you have shown in our multi-media advertising products, including the Verizon® Yellow Pages, SuperPages.com®, and SuperpagesDirect™ direct mail products. Your business is very important to us, and we want to allow sufficient time to address your advertising needs. Please contact us as soon as possible. Thank you in advance for your cooperation.

Sincerely,
Allen Floyd
SuperMedia

Enclosed: Terms and Conditions

SuperMedia
D/FW Airport, TX 75261
P.O. Box 196770

T 866-559-3600
F 866-784-6366
www.supermedia.com

TEPPER 06644

®DELINQUENT Customer 2305533679 Quality: Painting & Plastering Corp (301) 587 5465 POC
Market- 132820 > Inquiry 1700694866 - 1

Inquiry Details

General | CBR Information | Control

Inquiry Information			
Creation CSR	RY4728 - CLARKEM	Assigned CSR	RY4728 - CLARKEM
Assigned CSR Office	5092 - MIDDLETON - CSD	NYPS	
Type	Claim	Status	Closed
Follow-up		Referred Claim	
Origination Date	11/17/2010	Log Date	11/17/2010
Inquiry Source	Customer-Phone	Activity Status	Approved
CMR	0	CMR Name	
Client Number	0	Client Name	
RIJ	79.00	Special Product	
Product	-	Pub Date	
Inquiry Type		Marketing Inquiry Type	
Description	Rain Clean Up Project This claim was processed to adjust SP.com $79.00 Per month for 12/2009 Sp.com charges that were billed but never fulfilled.		

Resolution

TEPPER 06645

Resolution	Account Received 100% Adjustment for Sp.com $79.00 per month 12/2009 Publication due to client w as billed for advertising that w as not fulfilled. Scored to 611 -6. Issue billed order. Notated account. Mailed copy of billing adjustment letter to client and MC.		
Resolution Type	Adjustment	Satisfied	Satisfied
Resolution Date	11/17/2010	Close Date	11/17/2010
Total Adjustment	948.00	First Call	Yes
☑ Print			

Back

LETTER sent to client, which I will email you…..

02/12/1999 10:03 AM CT FAILED TO CANCEL - REPEAT CLAIM THE CUSTOMER SAID HE CANCELLED ALL HIS ADVERTISING IN THE NORTHERN & SOUTHERN MONTGOMERY & PRINCE GEORGES COUNTY 98 BOOKS UNDER THE HEADING OF PAINTING CONTRACTORS. INVESTIGATION REVEALED THAT PER THE SALES REP. BRIAN KENNEDY THE CUSTOMER SIGNED A CONTRACT ON MAY 27TH TO RENEW HIS ADS. HE DID NOT RECEIVE ANY DOCUMENTATION OR PHONE CALLS AFTER THE 27TH TO CANCEL HIS ADS. THIS IS A NO ERROR. THE CUSTOMER JOSUE GRANADOS WAS TOLD OF THE NO ERROR BY TELEPHONE. NO ERROR. NEED NEW CONTRACT FOR NEXT ISSUE.

01/08/1998 02:59 PM CT REOPEN. ORIGINAL CLOSED 12/5/97. REOPEN CLAIM TO GIVE THE CUSTOMER A 50% ADJUSTMENT. MRS. GRANADOS CALLED IN TO STATE SHE DID NOT AUTHORIZE THE ADVERTISEMENT. IMPROPER AUTHORIZATION ON THE CONTRACT. I OFFERED MRS. GRANADOS A 50% ADJUSTMENT. MRS. ADVISED ME THAT MR. GRANADOS WOULD MAKE THAT DECISION. MR. GRANADOS CALLED IN TO ACCEPT THE 50% AND IS SATISFIED. ********** CUSTOMER CLAIMS THAT HE CANCELLED THE ADVERTISEMENT. INVESTIGATION REVEALS PER THE SALES STORY ON 6/2/97 MR. GRANADOS WAS CONTACTED BUT HE DID NOT AUTHORIZE THE ADVERTISEMENT BECAUSE HE WAS POSSIBLY GOING TO MAKE CHANGES, ON 6/27/97 THE SALES REP SPOKE WITH MRS. GRANADOS AND SHE RENEWED THE AD WITH THE LAST 4 DIGITS OF HERHUSBANDS SOCIAL SECURITY NUMBER. THE CONTRACT IS SHOWING IMPROPER AUTHORIZATION. THE CONTRACT IS SHOWING MR. GRANADOS AUTHORIZED THE ADVERTISEMENT ON 6/27/97. SPOKE WITH MR. GRANADOSAND ADVISED HIM THAT MRS. GRANADOS AUTHORIZED THE ADVERTISEMENT ON 6/27/97. CUSTOMER STATED THAT HE WOULD

TEPPER 06646

SPEAK WITH MRS. GRANADOS. NO ADJUSTMENT GIVEN AT THIS TIME.

12/05/1997 01:16 PM CT CUSTOMER CLAIMS THAT HE CANCELLED THE ADVERTISEMENT. INVESTIGATION REVEALS PER THE SALES STORY ON 6/2/97 MR. GRANADOS WAS CONTACTED BUT HE DID NOT AUTHORIZE THE ADVERTISEMENT BECAUSE HE WAS POSSIBLY GOING TO MAKE CHANGES. ON 6/27/97 THE SALES REP SPOKE WITH MRS. GRANADOS AND SHE RENEWED THE AD WITH THE LAST 4 DIGITS OF HER HUSBANDS SOCIAL SECURITY NUMBER. THE CONTRACT IS SHOWING IMPROPER AUTHORIZATION. THE CONTRACT IS SHOWING MR. GRANADOS AUTHORIZED THE ADVERTISEMENT ON 6/27/97. SPOKE WITH MR. GRANADOSAND ADVISED HIM THAT MRS. GRANADOS AUTHORIZED THE ADVERTISEMENT ON 6/27/97. CUSTOMER STATED THAT HE WOULD SPEAK WITH MRS. GRANADOS. NO ADJUSTMENT GIVEN AT THIS TIME.

THIS IS THE CLIENTS FREE BUSINESS PROFILE ON SP.COM and what appears on SP, we can remove it but it was never done.

Listing ID: 0004694191
Business Name: Quality Painting & Plastering Corporation
Business Phone: (301) 587-5465
Clicking the "Save" button below will save all of the information that has been entered to this point and **display it on SuperPages.com.**

Website URL: http://
Display URL: http://

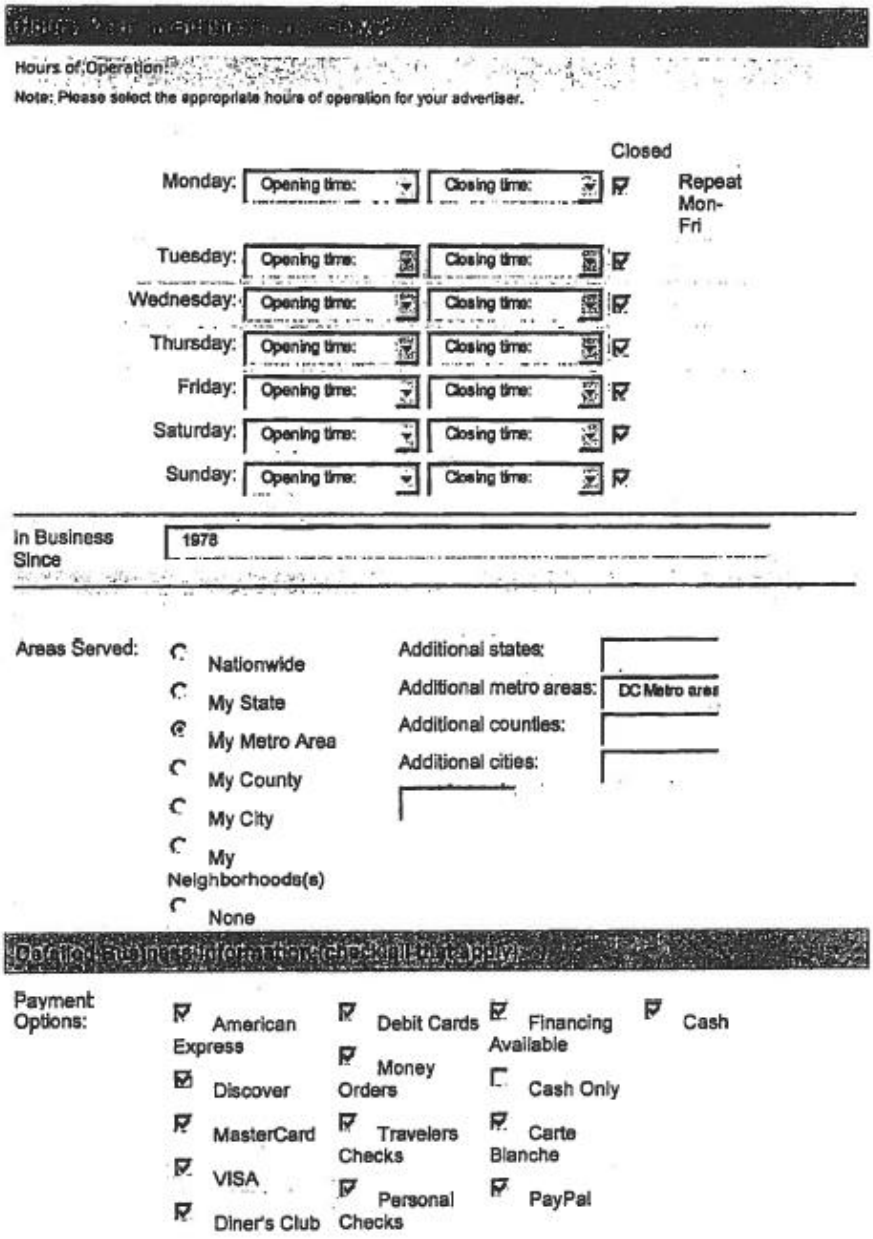
Business Description

Business Description *: 354 / 4000 (maximum characters)
We currently serve the Md,Dc,and Va area. We have been in business since 1978

What to ask about the business/and see example

Note : * = Required field. A minimum of 250 characters is required to save the profile.

TEPPER 06647



Hours of Operation:

Note: Please select the appropriate hours of operation for your advertiser.

			Closed	
Monday:	Opening time:	Closing time:	☑	Repeat Mon-Fri
Tuesday:	Opening time:	Closing time:	☑	
Wednesday:	Opening time:	Closing time:	☑	
Thursday:	Opening time:	Closing time:	☑	
Friday:	Opening time:	Closing time:	☑	
Saturday:	Opening time:	Closing time:	☑	
Sunday:	Opening time:	Closing time:	☑	

In Business Since: 1978

Areas Served:

- ○ Nationwide
- ○ My State
- ◉ My Metro Area
- ○ My County
- ○ My City
- ○ My Neighborhoods(s)
- ○ None

Additional states:

Additional metro areas: DC Metro area

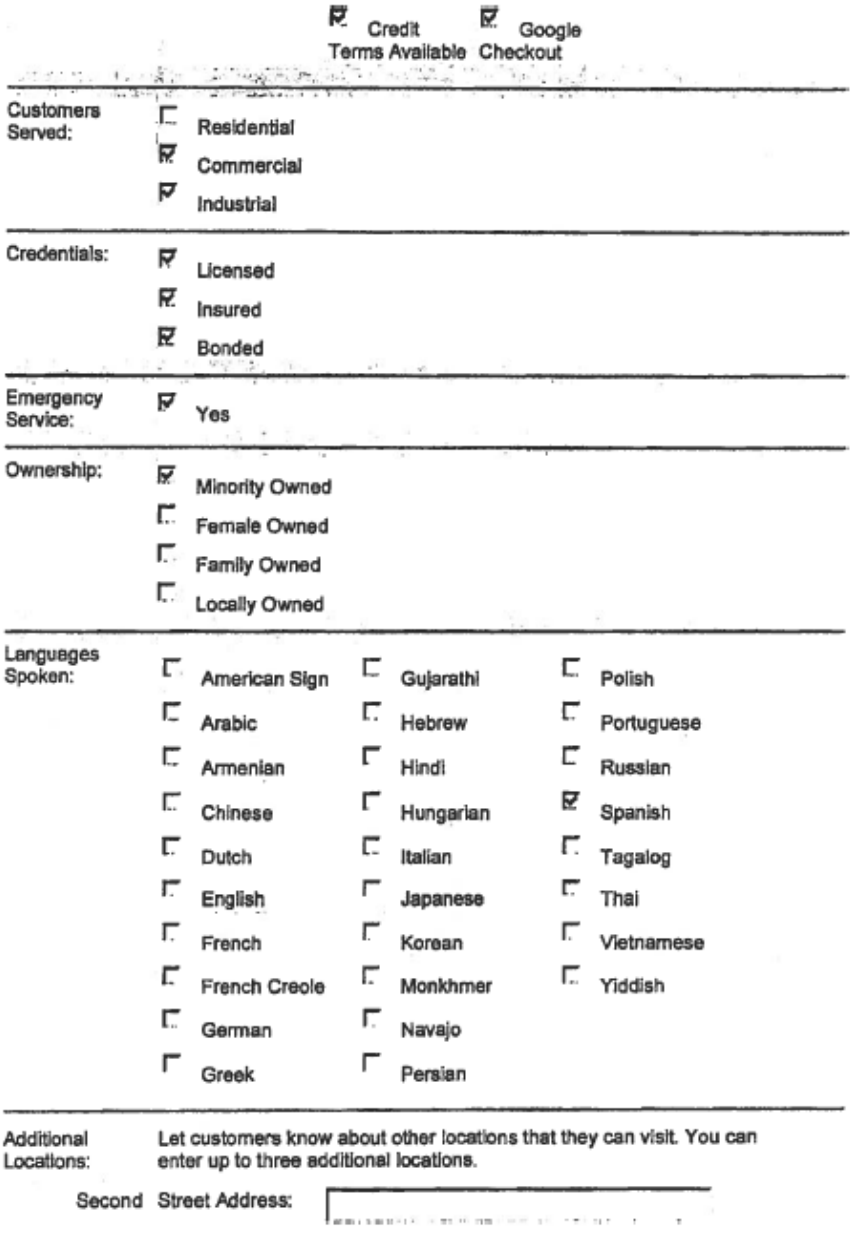
Additional counties:

Additional cities:

Payment Options:

- ☑ American Express
- ☑ Debit Cards
- ☑ Financing Available
- ☑ Cash
- ☑ Discover
- ☑ Money Orders
- ☐ Cash Only
- ☑ MasterCard
- ☑ Travelers Checks
- ☑ Carte Blanche
- ☑ VISA
- ☑ Personal Checks
- ☑ PayPal
- ☑ Diner's Club

TEPPER 06648



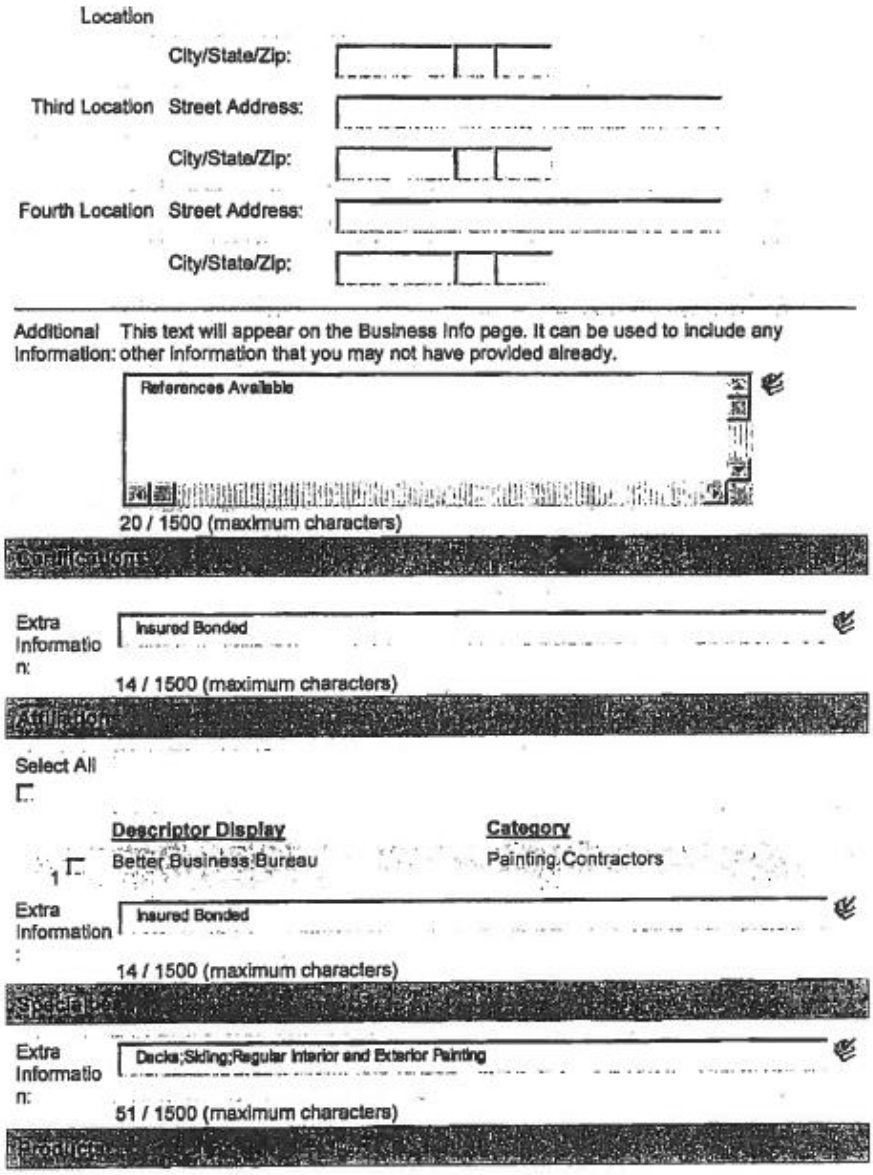
☑ Credit Terms Available ☑ Google Checkout

Customers Served:	☐ Residential		
	☑ Commercial		
	☑ Industrial		
Credentials:	☑ Licensed		
	☑ Insured		
	☑ Bonded		
Emergency Service:	☑ Yes		
Ownership:	☑ Minority Owned		
	☐ Female Owned		
	☐ Family Owned		
	☐ Locally Owned		
Languages Spoken:	☐ American Sign	☐ Gujarathi	☐ Polish
	☐ Arabic	☐ Hebrew	☐ Portuguese
	☐ Armenian	☐ Hindi	☐ Russian
	☐ Chinese	☐ Hungarian	☑ Spanish
	☐ Dutch	☐ Italian	☐ Tagalog
	☐ English	☐ Japanese	☐ Thai
	☐ French	☐ Korean	☐ Vietnamese
	☐ French Creole	☐ Monkhmer	☐ Yiddish
	☐ German	☐ Navajo	
	☐ Greek	☐ Persian	

Additional Locations: Let customers know about other locations that they can visit. You can enter up to three additional locations.

Second Street Address:

TEPPER 06649


Location

City/State/Zip:

Third Location Street Address:

City/State/Zip:

Fourth Location Street Address:

City/State/Zip:

Additional Information: This text will appear on the Business Info page. It can be used to include any other information that you may not have provided already.

References Available

20 / 1500 (maximum characters)

Extra Information:

Insured Bonded

14 / 1500 (maximum characters)

Select All

	Descriptor Display	Category
1	Better Business Bureau	Painting Contractors

Extra Information:

Insured Bonded

14 / 1500 (maximum characters)

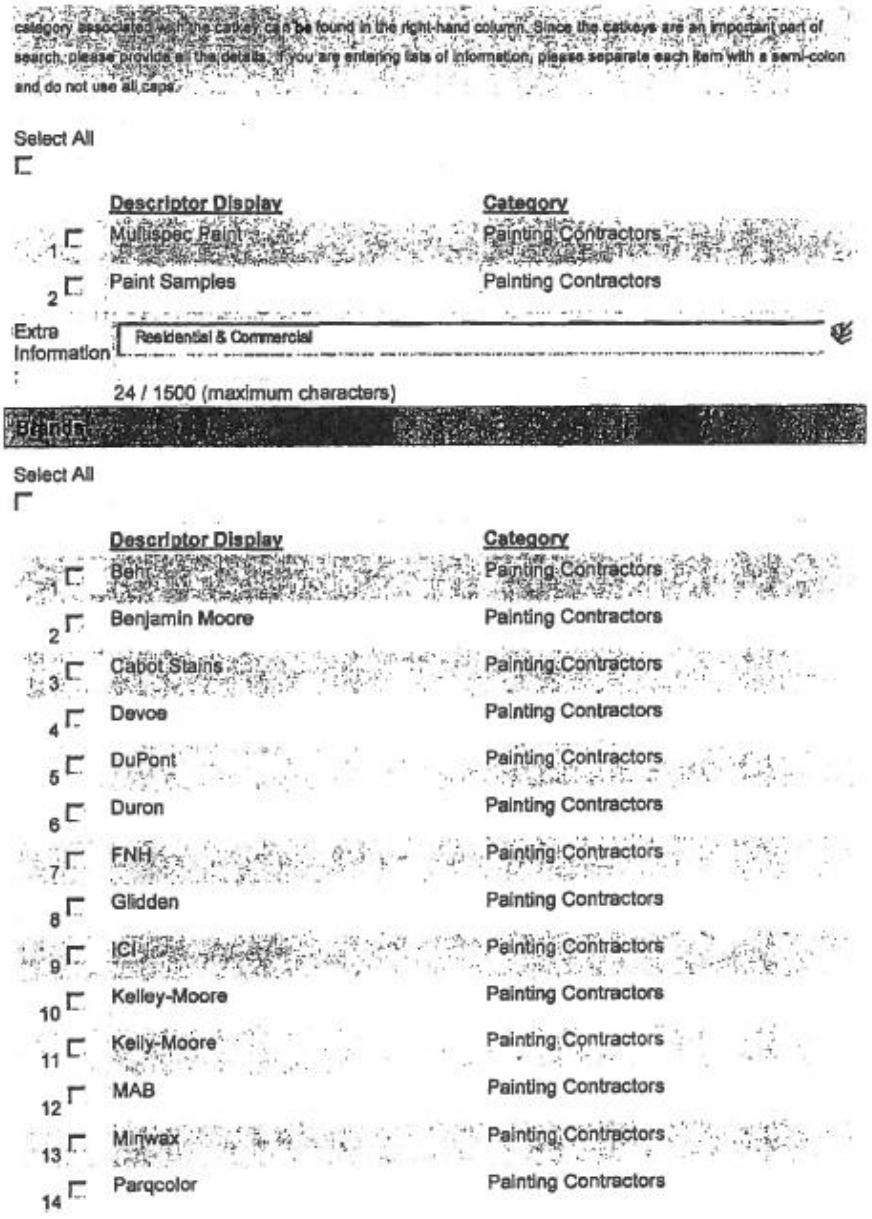
Extra Information:

Decks;Siding;Regular Interior and Exterior Painting

51 / 1500 (maximum characters)

Please select catkeys for the categories that you entered earlier. Note: The design has changed. All product related catkeys will be entered in the same section, All brand related catkeys will be entered in the same section, etc. The

TEPPER 06650



category associated with the catkey can be found in the right-hand column. Since the catkeys are an important part of search, please provide all the details. If you are entering lists of information, please separate each item with a semi-colon and do not use all caps.

Select All

	Descriptor Display	Category
1	Multispec Paint	Painting Contractors
2	Paint Samples	Painting Contractors

Extra Information: Residential & Commercial

24 / 1500 (maximum characters)

Select All

	Descriptor Display	Category
1	Behr	Painting Contractors
2	Benjamin Moore	Painting Contractors
3	Cabot Stains	Painting Contractors
4	Devoe	Painting Contractors
5	DuPont	Painting Contractors
6	Duron	Painting Contractors
7	FNH	Painting Contractors
8	Glidden	Painting Contractors
9	ICI	Painting Contractors
10	Kelley-Moore	Painting Contractors
11	Kelly-Moore	Painting Contractors
12	MAB	Painting Contractors
13	Minwax	Painting Contractors
14	Parqcolor	Painting Contractors

TEPPER 06651

15	Pittsburgh	Painting Contractors
16	Pratt & Lambert	Painting Contractors
17	Ralph Lauren	Painting Contractors
18	Sherwin Williams	Painting Contractors

Extra Information:

0 / 1500 (maximum characters)

Select All

	Descriptor Display	Category
1	Additions	Painting Contractors
2	Basements	Painting Contractors
3	Baths	Painting Contractors
4	Brick Work	Painting Contractors
5	Cabinet Painting	Painting Contractors
6	Ceilings	Painting Contractors
7	Church Discounts	Painting Contractors
8	Counters & Table Tops	Painting Contractors
9	Decks	Painting Contractors
10	Decorative Painting	Painting Contractors
11	Doors	Painting Contractors
12	Estimates	Painting Contractors
13	Exterior Painting	Painting Contractors
14	Faux Finishing	Painting Contractors
15	Fencing	Painting Contractors
16	Fireplaces	Painting Contractors

TEPPER 06652

17	☐	Flood & Water Damage Repair	Painting Contractors
18	☐	Floors	Painting Contractors
19	☐	Free Estimates	Painting Contractors
20	☐	Furniture	Painting Contractors
21	☐	Gilding	Painting Contractors
22	☐	Glazing	Painting Contractors
23	☐	Gold Plating	Painting Contractors
24	☐	Inspections	Painting Contractors
25	☐	Interior Painting	Painting Contractors
26	☐	Kitchens	Painting Contractors
27	☐	Lettering	Painting Contractors
28	☐	Liquid Vinyl Siding	Painting Contractors
29	☐	Marbleizing	Painting Contractors
30	☐	Masonry	Painting Contractors
31	☐	Military Discounts	Painting Contractors
32	☐	Molding	Painting Contractors
33	☐	Murals	Painting Contractors
34	☐	Painting	Painting Contractors
35	☐	Parking Lots	Painting Contractors
36	☐	Patios	Painting Contractors
37	☐	Plaster Repair	Painting Contractors
38	☑	Plastering	Painting Contractors
39	☑	Power Washing	Painting Contractors
40	☐	Protective Coatings & Sealants	Painting Contractors
41	☐	References	Painting Contractors
42	☐	Refinishing & Recoating	Painting Contractors

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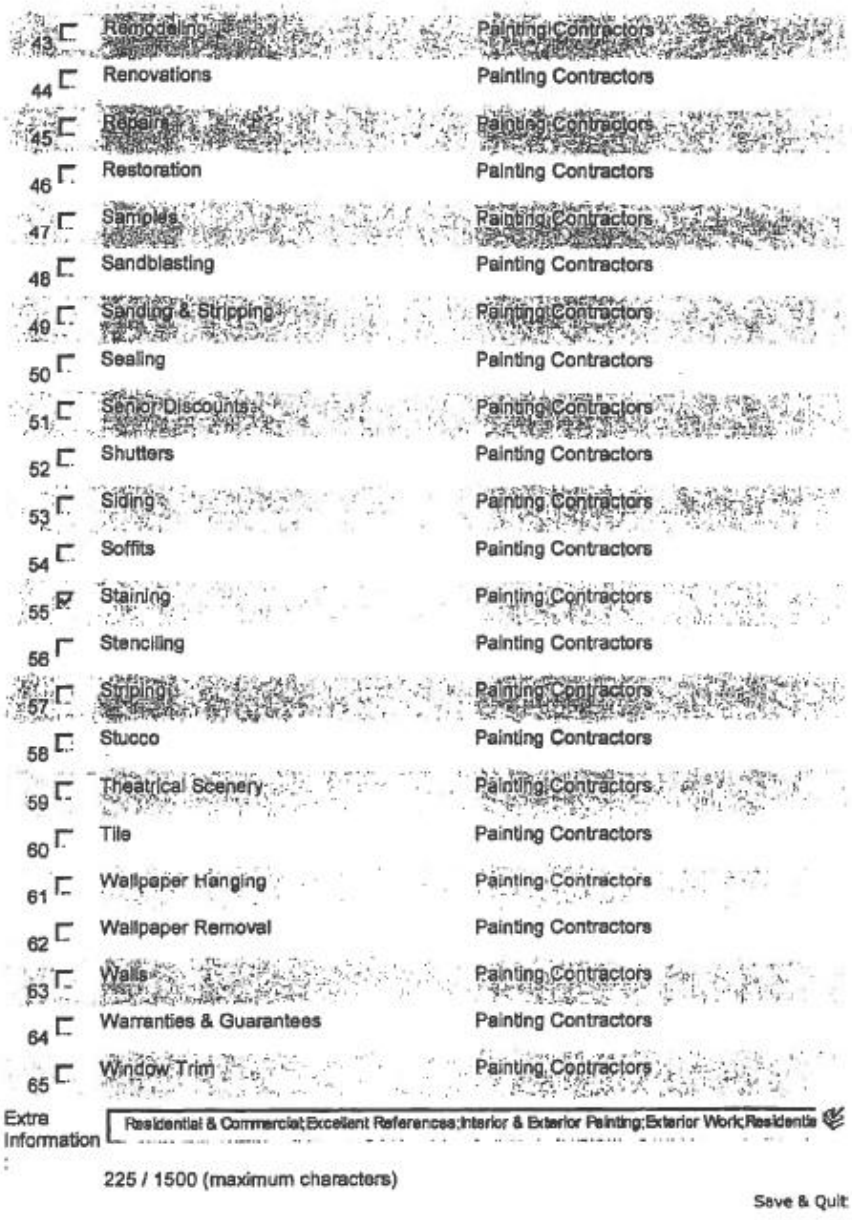

43 ☐	Remodeling	Painting Contractors
44 ☐	Renovations	Painting Contractors
45 ☐	Repairs	Painting Contractors
46 ☐	Restoration	Painting Contractors
47 ☐	Samples	Painting Contractors
48 ☐	Sandblasting	Painting Contractors
49 ☐	Sanding & Stripping	Painting Contractors
50 ☐	Sealing	Painting Contractors
51 ☐	Senior Discounts	Painting Contractors
52 ☐	Shutters	Painting Contractors
53 ☐	Siding	Painting Contractors
54 ☐	Soffits	Painting Contractors
55 ☑	Staining	Painting Contractors
56 ☐	Stenciling	Painting Contractors
57 ☐	Striping	Painting Contractors
58 ☐	Stucco	Painting Contractors
59 ☐	Theatrical Scenery	Painting Contractors
60 ☐	Tile	Painting Contractors
61 ☐	Wallpaper Hanging	Painting Contractors
62 ☐	Wallpaper Removal	Painting Contractors
63 ☐	Walls	Painting Contractors
64 ☐	Warranties & Guarantees	Painting Contractors
65 ☐	Window Trim	Painting Contractors

Extra Information: Residential & Commercial;Excellent References;Interior & Exterior Painting;Exterior Work;Residentia

225 / 1500 (maximum characters)

Save & Quit

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