

IN THE MATTER OF THE CLAIM	* BEFORE JENNIFER A. NAPPIER,
OF KARINA MARCIANI,	* AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	* OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	* OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	* OAH No.: DLR-HIC-02-18-30892
FOR THE ALLEGED ACTS OR	* MHIC No.: 18 (05) 228
OMISSIONS OF BRETT	*
SCHOOLNICK,	*
T/A THE BAYWOOD DESIGN/BUILD	*
GROUP, INC.,	*
RESPONDENT	*

* * * * *

PROPOSED DECISION

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STATEMENT OF THE CASE

On or about October 24, 2017, Karina R. Marciani (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$15,268.50 in actual losses allegedly suffered as a result of a home improvement contract with Brett Schoolnick, trading as Baywood Design/Build, Inc.

(Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).¹ On October 1, 2018, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on January 29, 2019 at the OAH in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e). Hope Sachs, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. The Claimant represented herself. After waiting more than fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. Code of Maryland Regulations (COMAR) 28.02.01.23A.²

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2018); COMAR 09.01.03; COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
2. If so, what is the amount of the compensable loss?

¹ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

² Notice of the hearing was mailed to the Respondent at the address of record by regular and certified mail on November 20, 2018, COMAR 09.08.03.03A(2). On December 20, 2018, the copy of the notice sent by certified mail was returned as undeliverable. The copy of the notice sent by regular mail was not returned. A copy of the notice was also mailed to and received by the Respondent's attorney, Barton J. Sidle, Esquire. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. I determined that the Respondent had received proper notice, and proceeded to hear the captioned matter.

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimant's behalf:

- CL Ex. 1 Case Summary, undated
- CL Ex. 2 Contract Agreement, November 3, 2016; Change Order, November 7, 2016; Contract Addendum, March 23, 2017; Change Order, May 25, 2017; Change Order, May 30, 2017
- CL Ex. 3 Chart entitled "Payments and Work Complete/Not Complete," undated
- CL Ex. 4 Checks from the Claimant to the Respondent, October 27, 2016, November 8, 2016, March 23, 2017, March 29, 2017, April 17, 2017, April 20, 2017, April 26, 2017, April 28, 2017, May 4, 2017, May 10, 2017, and May 30, 2017
- CL Ex. 5 Email from the Respondent to the Claimant, August 13, 2017; Letter from Mr. Sidle to the Claimant, September 1, 2017; Letter from Mr. Sidle to MHIC, September 6, 2017, with attachments
- CL Ex. 6 Photos of Claimant's home, taken August 15, 2017
- CL Ex. 7 Chart entitled "Work Performed by Third Party Licensed Contractors to Complete Project after Baywood Bankruptcy," undated, with attachments
- CL Ex. 8 Inspection printout, last updated August 3, 2017
- CL Ex. 9 Inspection printout, last updated July 13, 2017

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 Undeliverable mail to Respondent, returned by USPS³ on December 20, 2018
- GF Ex. 2 Department of Labor, Licensing & Regulation I.D. Registration, Occupational/Professional License History, and Change Code Screens, January 28, 2019
- GF Ex. 3 Letter from MHIC to Respondent, November 27, 2017

The Respondent did not appear for the hearing and therefore submitted no exhibits.

³ United States Postal Service

Testimony

The Claimant testified on her own behalf. Neither the Respondent, nor the Fund, presented any witnesses.

PROPOSED FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 4671025 or 4998181.⁴
2. At all relevant times, the Claimant was the owner of a home located on Phillip Dorsey Way in Columbia, Maryland, which was her personal residence. The Claimant does not own any other homes.
3. Neither the Claimant nor her husband is an employee, officer or partner of the Respondent, nor are they related to any of the Respondent's employees, officers or partners, either by blood or marriage.
4. On November 3, 2016, the Claimant and the Respondent entered into a contract to build a sunroom addition to the Claimant's home, with a depth of twelve feet. (Contract). The contract included the following:
 - Permit fee
 - Demolition (removing and hauling away existing deck; and removing existing bearing wall and adding new flush beam condition)
 - Foundation wall
 - Floor framing
 - Wall framing, including Tyvek House Wrap
 - Roof framing
 - Windows⁵
 - Exterior door and lockset
 - Electrical work
 - HVAC⁶ work

⁴ The Respondent's MHIC license number was 4671025 from March 2, 2015 to April 6, 2017, and 4998181 from April 6, 2017 to April 14, 2019.

⁵ The number of windows is not specified in the Contract.

⁶ Heating, ventilation, and air conditioning

- Repainting two rooms with primer and two coats of paint
- ½ inch dry wall in all new and disturbed areas
- Base trim
- Insulation for walls, ceiling and floor
- Trash removal

5. The Contract stated that work would begin on or about November 10, 2016 and would be substantially completed by January 30, 2017.

6. The original agreed-upon Contract price was \$57,033.00.

7. The Contract provided the following payment schedule:

- \$19,000.00 initial deposit
- \$4,000.00 at start of demolition
- \$6,000.00 at start of foundation
- \$6,000.00 at completion of foundation
- \$5,000.00 at start of wall framing
- \$3,000.00 at start of start of roof framing
- \$3,000.00 at completion of roof framing
- \$3,000.00 at start of mechanicals
- \$2,000.00 at installation of beam
- \$2,000.00 at start of sheetrock
- \$2,000.00 at start of interior trim
- \$1,033.00 at final inspection notice of county
- \$1,000.00 at completion of punch list

8. The Contract contains an arbitration clause. The parties did not initial and/or date any portion of the page containing the arbitration clause.

9. On November 7, 2018, the Claimant and Respondent amended the Contract by signing a change order which provided for two additional 30 x 66 windows, at an additional cost of \$1,481.00 and resulting in new total Contract price of \$58,514.00.

10. On March 23, 2017, the Claimant and Respondent signed a Contract Addendum, which provided that the sunroom addition would be built with a depth of seven feet, rather than twelve feet. As a result, the total Contract price was decreased to \$53,219.00.

11. On May 25, 2017, the Claimant authorized an upgrade to the electrical work, with an additional cost of \$1,725.00. As a result, the total Contract price was increased to \$54,944.00.

12. On May 30, 2017, the Claimant decided to remove the installation of one window from the Contract, resulting in a \$740.50 decrease in the Contract price. The new and final total Contract price was \$54,203.50.

13. The Claimant paid the Respondent \$49,504.00, as follows:

- October 27, 2016 - \$500.00⁷
- November 8, 2016 - \$20,481.00⁸
- March 23, 2017 - \$3,500.00
- March 29, 2018 - \$5,019.00
- April 17, 2017 - \$5,000.00
- April 20, 2017 - \$4,000.00
- April 26, 2017 - \$3,000.00
- April 28, 2017 - \$3,000.00
- May 4, 2017 - \$1,519.00
- May 10, 2017 - \$2,500.00
- May 31, 2017 - \$985.00

14. By July 2017, the Respondent completed the demolition, laid the foundation, constructed the wall framing, installed the ceiling beam and framed the roof.

15. The Respondent constructed one wall of the sunroom addition using ThermoPly material which was not up to code.

16. When installing the ceiling beam, the Respondent damaged joists in the floor above the ceiling. The Respondent attempted to repair the damaged joists prior to July 13, 2017.

17. On July 13, 2017, the sunroom construction failed a county building inspection. The inspector noted that the work was not performed per the approved plans. He also noted:

⁷ This payment, made prior to the date of the Contract, was payment for the Respondent to create "design ideas." The Respondent agreed that the \$500.00 payment would be applied to construction costs, in the event that the Claimant hired the Respondent to perform the work.

⁸ The Claimant wrote two checks to the Respondent on November 8, 2016—one in the amount of \$19,000.00 and the other in the amount of \$1,481.00.

“[F]asteners insufficient or missing[.] Amendment neede[d]. [S]teel beam not used per [plan], 2x lvl⁹ used[,.] existing tji’s¹⁰ cut short and not repaired[.]”

18. On August 3, 2017, the sunroom construction passed the county building inspection, with conditions. The inspector noted: “Need truss repair engineering[.] Must call for a wall brace[.]”

19. On August 13, 2017, the Respondent emailed the Claimant to inform her that his company would be filing for bankruptcy and cease all operations as of August 14, 2017.

20. The Respondent did not perform any further work for the Claimant after August 13, 2017.

21. The Respondent never provided the Claimant with the windows or doors that were to be installed under the Contract.

22. The Respondent properly completed the following work for the sunroom addition: demolition, laying the foundation, and framing the roof.

23. The Respondent did not complete the following work: electrical work, which consisted of the installation of wiring, installation of a ceiling fan, recessed lights and electrical switches; installation of the insulation, new exterior door, lockset, windows; and the window, door and base trim.

24. The Respondent also did not complete truss repair and installation of a wall brace as specified by the county building inspector on August 3, 2017.

25. The Claimant contracted with licensed contractors to complete and repair the work, according to the Contract.

⁹ LVL stand for laminated veneer lumber, which is “an engineered wood product that uses multiple layers of thin wood assembled with adhesives. *Laminated veneer lumber*, WIKIPEDIA, https://en.wikipedia.org/wiki/Laminated_veneer_lumber. (last visited April 16, 2019)

¹⁰ TJI is a brand of joist. See *Trus Joist™ TJI Joists™*, WEYERHAEUSER, <https://www.weyerhaeuser.com/woodproducts/engineered-lumber/tji-joists/> (last visited April 16, 2019).

26. On August 15, 2017, the Claimant paid Area Engineering, Inc. (AEI), \$900.00 to conduct a structural inspection of the sunroom addition and recommend the proper repairs. AEI found that repairs were needed to the support beams and columns between the second and first floors and to each I-joist.

27. On August 16, 2017, the Claimant purchased the windows which the Respondent failed to deliver from Pella Window and Door Showroom of Hunt Valley (Pella), for the price of \$3,102.73.

28. On August 17, 2017, the Claimant purchased the exterior door from The J.F. Johnson Lumber Company, for the price of \$990.63.

29. The windows and door purchased by the Claimant were the same windows and door provided for in the Contract.

30. On August 17, 2017, the Claimant completed a \$2,917.00 payment to Tri-Star Electric (Tri-Star) to complete the electrical work per the Contract. Tri-Star was intended to be the Respondent's subcontractor for the electrical work.

31. On August 21, 2017, the Claimant contracted with Pella for installation of the windows and door at the cost of \$825.00 for the installation of the windows and \$1,344.61 for installation of the exterior door (including the lockset).

32. On August 25, 2017, the Claimant purchased the door lockset from Lowe's, for the price of \$74.17.

33. The windows and exterior door were installed on or about August 29, 2017.

34. On or about September 1, 2017, the Claimant contracted with Architectural Design/Build (ADB) to complete the wall framing, including installation of plywood on the wall, wrapping the plywood with Tyvek HomeWrap, and the repair and installation of the floor joists.

The Claimant paid ADB \$625.00 for the wall framing and \$750.00 for the repairs and installation of the floor joists.

35. On or about September 8, 2017, Handyman Services of Maryland, Inc. (Handyman Services) patched the Claimant's basement ceiling where the electrician had cut a hole in order to install the wiring. The Claimant paid Handyman Services \$240.00 for this work.

36. On September 8, 2017, Dr. Energy Saver installed the insulation in the sunroom addition for the price of \$1,715.00.

37. On October 18, 2017, the Claimant paid ADB \$3,700.00 to furnish, hang and finish the drywall and \$1,150.00 to furnish and install the base window and door trim.

38. AEI, Pella, ADB, Dr. Energy Saver, Handyman Services and Tri-Star were all Maryland-licensed home improvement contractors at the time the work was performed on the Claimant's home.

39. The Claimant paid a total of \$18,334.14 to complete and repair the work as provided in the Contract.

40. The Claimant has not taken any action to recover monies for the Respondent's failure to complete the Contract work, other than the instant claim.

DISCUSSION

LEGAL FRAMEWORK

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1) (2015); Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces ... a belief that it is more likely true than not true."

Coleman v. Anne Arundel Cty. Police Dep't, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland*

Pattern Jury Instructions 1:7 (3d ed. 2000)). However, the Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest.

Md. Code Ann., Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1).

A claimant may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Md. Code Ann., Bus. Reg. § 8-405(a) (2015); *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401.

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (a) the claimant resides in the home as to which the claim is made, or she owns no more than three dwelling places; (b) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the contractor’s employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the claimant did not unreasonably reject the contractor’s good faith effort to resolve the claim; (e) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (f) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (g) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), and (g), 8-408(b)(1); Md. Code Ann., Bus. Reg. § 8-101(g)(3)(i) (Supp. 2018).

For the reasons that follow, I find that the Claimant has proven eligibility for compensation.

THE MERITS OF THIS CASE

Statutory Eligibility

The undisputed evidence in this case establishes there are no *prima facie* impediments barring the Claimant from recovering from the Fund. *Id.* The Claimant filed her claim within three years of learning that the Respondent would not be completing the work under the Contract because the Respondent was ceasing all operations and filing for bankruptcy. In addition, the Claimant testified that the home improvement work at issue in this case concerned her pre-existing personal residence in Maryland, which is the only residential property she owns; neither she nor her husband was an employee, officer or partner of the Respondent and neither she nor her husband is related to any of the Respondent's employees, officers or partners; the Respondent made no reasonable effort to resolve the claim in this matter; and the Claimant has not taken any other legal action to recover monies for the Respondent's failure to sunroom addition to her house.

The remaining prerequisite under section 8-405 of the Business Regulation Article is the requirement that the Claimant complies with the arbitration clause contained in the Contract before seeking compensation from the Fund. In order to be enforceable, an arbitration clause in a home improvement contract must contain: (1) the name of the person or organization that will conduct the arbitration; (2) whether any mandatory fees will be charged to the parties for participation in the arbitration and include the fee schedule; (3) whether the arbitrator's findings are binding; *and* (4) a disclosure that, under Business Regulation Article, §8-405(c), Annotated Code of Maryland, a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any mandatory arbitration proceeding. COMAR 09.08.01.25A; *see* COMAR 09.08.03.02E. In addition, "[t]he parties shall affix their initials and date immediately

adjacent to any mandatory arbitration clause in a home improvement contract, at the time of execution of the contract.” COMAR 09.08.01.25B.

The arbitration clause contained in the Contract states, in pertinent part, as follows:

- (1) Any claims or disputes arising out of this contract or to the breath thereof, shall be decided in binding arbitration through Construction Arbitration Associates, LTD. P.O. Box 76844, Atlanta Georgia 30076 – 1-770-587-0801, must be held on the job site and must take place within thirty (30) days.
- (2) “Under Business Regulation Article [§] 8-405(c), Annotated Code of Maryland, any claim against the [Fund] by an owncr shall be stayed until the completion of the mandatory arbitration proceeding.”
- (3) The fee schedule for Construction Arbitration Associates effective 4/1/2001 is as follows...

(CL Ex. 2, p. 9.)

Although the arbitration clause fully complies with the provisions of COMAR 09.08.01.25A, the parties did not initial and date the portion of the Contract containing the arbitration clause, as required by COMAR 09.08.01.25B. Failure to comply with any one of the provisions of COMAR 09.08.01.25A or B is sufficient to render an arbitration clause unenforceable. *See* COMAR 09.08.01.25A, B. Since the portion of the Contract containing the arbitration clause is not initialed and dated, I find that the arbitration clause is unenforceable and therefore, the Claimant is not required to comply with the clause and it was appropriate for the MHIC to forward this Claim for a merits hearing.

Was the Home Improvement Unworkmanlike, Inadequate or Incomplete?

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The undisputed evidence in this case establishes that the Respondent performed unworkmanlike, inadequate and incomplete home improvements to the Claimant’s personal residence. The Claimant provided credible testimony as to the

incompleteness and deficiencies in the Respondent's work and submitted as evidence photographs and county inspection records to corroborate her testimony.

The incompleteness of the work is obvious from an examination of the photographs, which were taken on August 15, 2017, the day after the Respondent ceased its business operations. The photos show that there was an exterior wall in the Claimant's family room which had been knocked down and replaced with a temporary plywood wall; the exposed wood framing on the exterior of the sunroom addition and the absence of a door or windows; one wall of the wood framing covered with ThermoPly sheathing;¹¹ and the interior of the sunroom, which only consists of the wood framing, with no insulation, drywall, door, windows, or trim. (CL Ex. 6.) In addition, the Claimant submitted as evidence a September 6, 2017 letter to MHIC from the Respondent's attorney, which states "[the Respondent] admits that it has not completed the work outlined in [the Claimant's] Complaint."

The Claimant also submitted as evidence a printout of the July 13, 2017 and August 3, 2017 county building inspection records. The July 13, 2017 inspection record indicated that the sunroom addition failed the inspection because work was not performed per the approved plans and the fasteners used were either insufficient or missing. A steel beam was not used as provided in the approved plan, and the joists were cut short and not repaired. (CL Ex. 9.) The August 3, 2017 inspection record indicates that the sunroom passed inspection with conditions. (CL Ex. 8.) The August 3, 2017 inspection record further indicated the truss needed to be repaired and a wall brace needed to be installed. The Claimant explained that she was advised that the ThermoPly sheathing was not up to code and the wall brace was necessary to bring the wall framing up to code.

¹¹ The Claimant testified that the ThermoPly sheathing is the metallic material visible on the side of the sunroom addition in the bottom photograph on page two of Claimant's Exhibit 6.

I find that the inspection records are credible evidence of the inadequacy and unworkmanlike quality of the work performed by the Respondent. It is implicit in a home improvement contract that the work contracted for must pass any required building inspections. I note that the August 25, 2017 Structural Inspection Letter from AEI also indicates that the sunroom addition was in need of repairs to the support beam and joists. (CL Ex. 7, p. 19.)

The Claimant testified that after receiving an email from the Respondent on August 13, 2017, stating that the Respondent would cease operations on August 14, 2017 and file bankruptcy shortly thereafter, she contracted with AEI, Pella, ADB, Dr. Energy Saver, Handyman Services, and Tri-Star (all of which are Maryland-licensed home improvement contractors) to complete the sunroom addition according to the Contract and make the necessary repairs to the work performed by the Respondent. The Claimant submitted as evidence the invoices and receipts for the work performed by each of these contractors. (CL Ex. 7.) The Claimant further testified that she purchased the door, lockset, and windows necessary to complete the work because the Respondent had not delivered any of those items to her. A comparison of the Contract to the invoices for the door and windows shows that the Claimant purchased the same door and windows provided for in the Contract. (CL Ex. 2 & Ex. 7 pp 3-5, 13.) The Contract did not contain any specifications as to the lockset to be used for the door.

Based on the aforementioned incomplete, inadequate and unworkmanlike home improvements, I find that the Claimant is eligible for compensation from the Fund.

Amount of Actual Loss

Having found eligibility for compensation I must now determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the contract, and the Claimant retained other contractors to complete and remedy that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c).

In this matter, the Claimant made payments to the Respondent, and also incurred costs paid over and above the Contract to have the Respondent's work remedied and completed by other licensed contractors. All of the work performed by the other contractors was within the scope of the original Contract.

The Claimant's actual loss is as follows:

Amount paid to Respondent	\$ 49,504.00
Amount necessary for other contractors to complete the Contract	+ \$ 18,334.14
<u>TOTAL</u>	<u>\$ 67,838.14</u>
<u>Contract Price</u>	<u>- \$ 54,203.50</u>
Actual Loss	\$ 13,634.64 ¹²

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor, and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the

¹² Although the Claimant's October 24, 2017 Claim indicated that the Claimant was seeking \$15,268.50, the Claimant testified that when she prepared for the hearing in this matter, she reached a lower claim amount of \$13,634.64 and could not figure out what the discrepancy was.

amount paid to the Respondent and less than \$20,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$13,634.64.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$13,634.64 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund. COMAR 09.08.03.03B(3)(c).

RECOMMENDED ORDER

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


ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,634.64; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;¹³ and

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

April 26, 2019
Date Decision Issued

JAN/emh
179456


Jennifer A. Nappier
Administrative Law Judge

¹³ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 13th day of June, 2019, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

J. Jean White

***I. Jean White
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION