

**IN THE MATTER OF THE CLAIM**

**OF MARGUERITE E. DENNIS,**

**CLAIMANT**

**AGAINST THE MARYLAND HOME**

**IMPROVEMENT GUARANTY FUND**

**FOR THE ALLEGED ACTS OR**

**OMISSIONS OF RAMON ESPIN,**

**T/A RAMON & SONS**

**CONTRACTORS, LLC,**

**RESPONDENT**

**\* BEFORE NICOLAS ORECHWA,**

**\* ADMINISTRATIVE LAW JUDGE**

**\* THE MARYLAND OFFICE**

**\* OF ADMINISTRATIVE HEARINGS**

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**\* OAH No.: LABOR-HIC-02-21-14314**

**\* MHIC No.: 19 (75) 1098**

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**PROPOSED DECISION**

**STATEMENT OF THE CASE  
ISSUES**

**SUMMARY OF THE EVIDENCE  
PROPOSED FINDINGS OF FACT  
DISCUSSION**

**PROPOSED CONCLUSIONS OF LAW  
RECOMMENDED ORDER**

**STATEMENT OF THE CASE**

On April 2, 2020, Marguerite Dennis (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department), for reimbursement of \$28,131.00 in actual losses allegedly suffered as a result of a home improvement contract with Ramon Esplin, trading as Ramon & Sons Contractors, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015). On or about May 28, 2021, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

Year	Population	Area	Population Density
1900	1,000,000	100,000	10
1910	1,500,000	100,000	15
1920	2,000,000	100,000	20
1930	2,500,000	100,000	25
1940	3,000,000	100,000	30
1950	3,500,000	100,000	35
1960	4,000,000	100,000	40
1970	4,500,000	100,000	45
1980	5,000,000	100,000	50
1990	5,500,000	100,000	55
2000	6,000,000	100,000	60
2010	6,500,000	100,000	65
2020	7,000,000	100,000	70

I held a hearing on August 16, 2021, at the OAH in Rockville, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Shara Hendler, Assistant Attorney General, Department, represented the Fund. The Claimant represented herself. The Respondent did not appear.

After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. Code of Maryland Regulations (COMAR) 28.02.01.23A. On June 25, 2021, the OAH provided a Notice of Hearing (Notice) to the Respondent by United States mail first class, postage prepaid, return receipt requested. COMAR 09.08.03.03A(2); COMAR 28.02.01.05C(1). The Notice stated that a hearing was scheduled for August 16, 2021, at 10:00 a.m., at the OAH in Rockville, Maryland. The Notice further advised the Respondent that failure to attend the hearing might result in "a decision against you."

The United States Postal Service did not return the Notice to the OAH and the OAH received the green return receipt indicating the Respondent received the Notice. The Respondent did not notify the OAH of any change of mailing address, email address or phone number. COMAR 28.02.01.03E. The Respondent made no request for postponement prior to the date of the hearing. COMAR 28.02.01.16. I determined that the Respondent received proper notice, and I proceeded to hear the captioned matter. COMAR 28.02.01.05A, C.

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. 2020); COMAR 09.01.03; and COMAR 28.02.01.

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## 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?

## SUMMARY OF THE EVIDENCE

### Exhibits

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

- Clmt. Ex. 1 - Two Home Depot receipts and an online printout, various dates;
- Clmt. Ex. 2 - Complaint form, February 27, 2019;<sup>1</sup>
- Clmt. Ex. 3 - Home Depot receipt and Home Depot Invoice, various dates;
- Clmt. Ex. 4 - Invoice from J.M. Contractors, Inc., April 10, 2020;
- Clmt. Ex. 5 - Proposal from the Respondent, July 23, 2018;
- Clmt. Ex. 6 - Written Statement from the Claimant, undated.

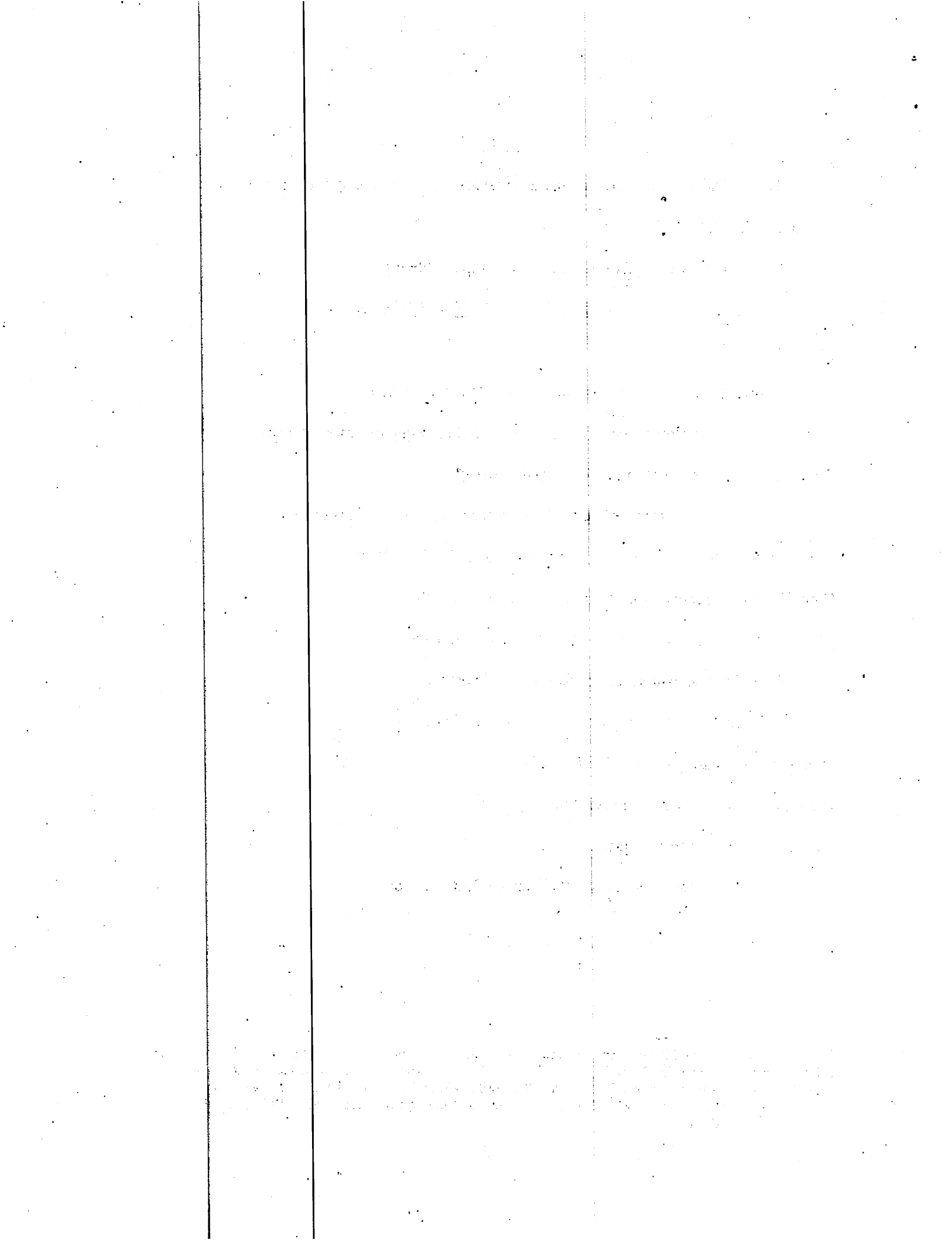
I admitted no exhibits on the Respondent's behalf.

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

- Fund Ex. 1 - Hearing Order, May 17, 2021;
- Fund Ex. 2 - OAH hearing notice, June 25, 2021;
- Fund Ex. 3 - Claim form, April 2, 2021;
- Fund. Ex. 4 - The Respondent's MHIC licensing history, undated.

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<sup>1</sup> The Fund's May 17, 2021 hearing order references a May 29, 2020 Claim form. (Fund Ex. 1). The Claim form in evidence from the Fund is dated, April 2, 2020. (Fund Ex. 3). There is no Claim form in evidence dated May 29, 2020. Based on the Claim form in evidence, I find the April 2, 2020 Claim form to be the operative Claim form before me. I admitted this February 27, 2019 "Complaint form" into evidence at the Claimant's request without objection from the Fund.



Testimony

The Claimant testified and did not present other witnesses.

The Respondent and the Fund presented no testimony.

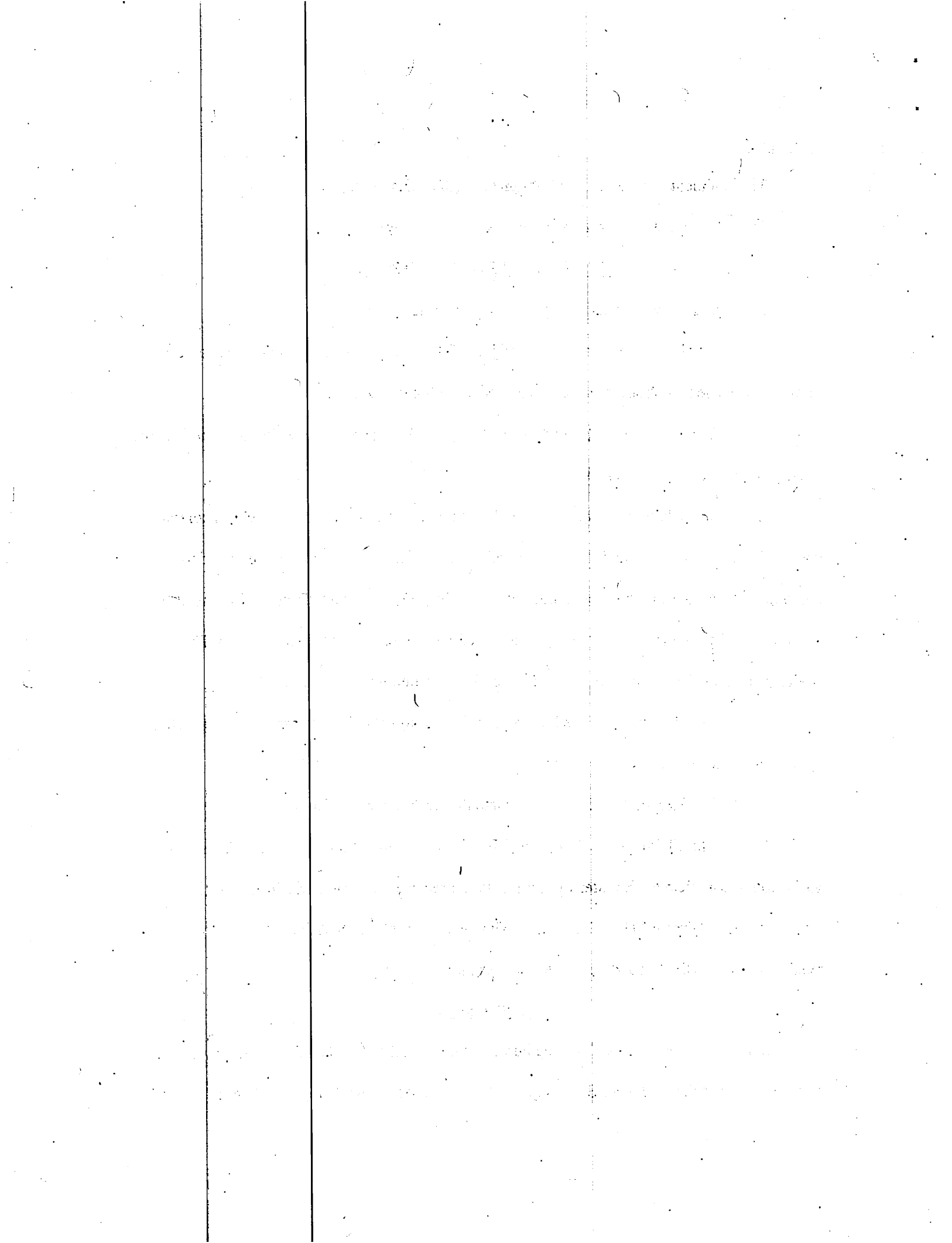
**PROPOSED FINDINGS OF FACT**

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 5495352.
2. The Claimant owns a residence located at 11428 Symphony Woods Lane in Silver Spring, Maryland (the Residence).
3. The Claimant and the Respondent entered into two contracts. The first contract dated July 25, 2018, concerned the interior and exterior of the Residence and amounted to \$53,500.00 (Contract 1). The second contract dated July 27, 2018, concerned the basement of the Residence and amounted to \$28,000.00 (Contract 2 and collectively "the Contracts"). The Claimant paid the Respondent the total price under the Contracts of \$81,500.00.
4. The Respondent failed to properly install floors and bathroom tiles. He purchased an improperly sized door for the shower.
5. The Respondent did not complete the work under the Contracts.
6. The Claimant paid another MHIC licensed contractor, JM Contractors Inc. (JM) \$5,185.00 to complete work under the Contracts. To replace the improperly installed floors would cost the Claimant \$19,622.00. The Claimant spent a total of \$1,264.23 for supplies to repair or complete the Respondent's work under the Contracts.

**DISCUSSION**

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't





§ 10-217 (2014); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is “more likely so than not so” when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002).

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) (“The Fund may only compensate claimants for 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.” Bus. Reg. § 8-401.

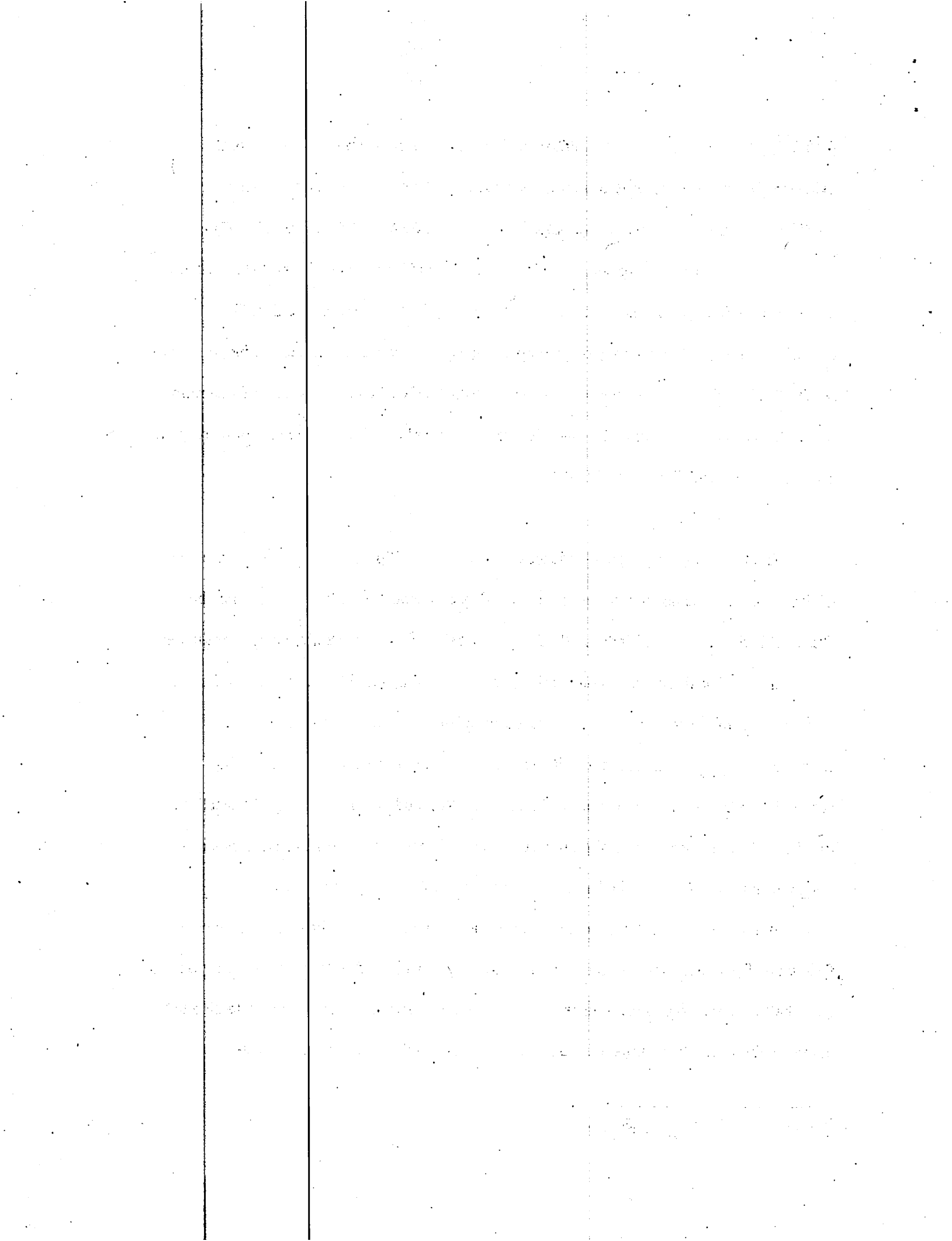
#### *Claimant’s case*

The Claimant bought the Residence in unlivable condition. A friend recommended the Claimant hire the Respondent to restore the Residence to habitability. In the beginning, the Claimant had so much confidence in the Respondent she paid him the entire amount due under the Contracts.<sup>2</sup> The Respondent commenced, but did not complete the work under the Contracts. Further, some of the work he did complete, he completed in a substandard manner. The Respondent improperly installed the kitchen floor tiles too far apart. This allowed grime to accumulate between the tiles and attract insects. The Respondent failed to properly install the tiles in walls of the basement bathroom resulting in an irregular wall surface. The Respondent bought a sixty-inch door for the basement shower for a fifty-nine-inch door space.

When the Respondent did not return prior to completing work, the Claimant called to follow up. The Respondent promised to “send someone.” Neither the Respondent nor anyone on his behalf appeared to complete the work. Realizing the Respondent harbored no intention to complete the work, the Claimant hired JM, a MHIC licensed contractor, to complete the

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<sup>2</sup> \$53,500.00 + \$28,000.00 = \$81,500.00.



Respondent's work under the Contracts. The Claimant entered into a contract with JM for \$7,245.00 (JM Contract). (Clmt. Ex. 4.) However, \$2,060.00 of the items in the JM Contract concerned items not contained in Contract 1 and Contract 2.<sup>3</sup> In addition to hiring JM, the Respondent obtained an estimate from Harry Borden, a MHIC licensed contractor, to replace the substandard floors the Respondent installed (Borden Estimate). The Borden Estimate amounted to \$19,622.00. The Claimant also paid \$522.24 for new bathroom tile (to repair the Respondent's substandard bathroom tile installation) and \$741.99 to obtain a properly sized shower door. (Clmt. Ex. 1)

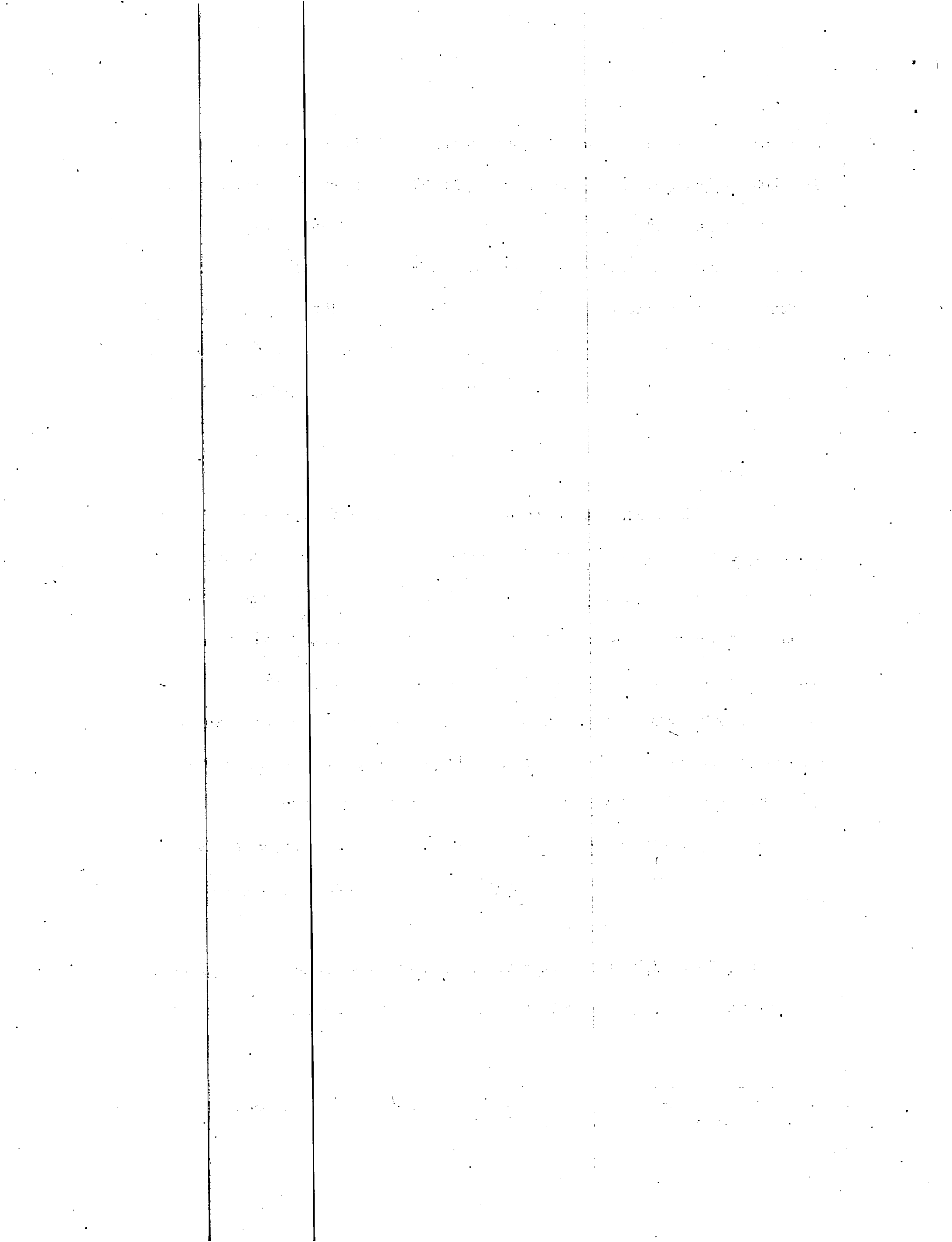
*Analysis*

I find the Claimant met her burden to prove the Respondent abandoned the contract and that the work he did complete under the contract was substandard. The Claimant testified consistently as to all aspects of her case. While she did not support certain testimony with documentation (the cost of the bathroom tiles and the Borden Estimate), I found she testified credibly as to those elements of her case. Further, the Claimant candidly testified as to certain items JM performed which neither Contract 1 nor Contract 2 included. When asked why she did not question the Respondent about the gaps in the tiles, the Claimant credibly testified that the Respondent covered the tiles with protective paper. She did not remove the paper until after she determined he abandoned the contract. The Respondent did not appear to refute any of the Claimant's testimony. The Fund cross-examined the Claimant and, in closing, accepted her testimony in providing its recommendation.

Having found eligibility for compensation I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not

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<sup>3</sup> At the hearing, the Claimant testified as to the specific line items in the JM Contract which were outside the scope of Contract 1 and Contract 2. Those line items totaled \$2,060.00.



compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). 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 has retained (JM) and intends to retain (Harry Borden) to complete or 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).

The Claimant paid the total price of \$81,500.00<sup>4</sup> to the Respondent under the Contracts. The Claimant paid \$5,185.00<sup>5</sup> to JM to repair and complete items under the Contracts with the Respondent. The Claimant will pay \$19,622.00 under the Borden Estimate to repair and replace the floors the Respondent failed to properly install. The Claimant paid \$741.99 for a proper shower door and \$522.24 for new tiles for the bathroom. This amounts to \$26,071.39 as the cost to complete the work under the Contracts. The cost of the Contracts amounts to \$81,500.00.

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<sup>4</sup> The Claimant did not provide documentation she paid this amount to the Respondent. As noted above I found the Claimant's testimony credible based upon her demeanor and her testimony's consistency with the documentation in evidence. *Pryor v. State*, 195 Md. App. 311, 329 (2010) (internal citations omitted) ("A fact-finder is free to believe part of a witness's testimony, disbelieve other parts of a witness's testimony, or to completely discount a witness's testimony."); *Md. Bd. of Physicians v. Elliott*, 170 Md. App. 369, 387-89 (2006) (A finder-of-fact is authorized to determine the credibility of a witness's testimonial evidence based on the witness's demeanor.). The Fund did not challenge the Claimant's credibility on this or other testimony she failed to support with documentation.

<sup>5</sup> \$7,245.00 total JM Contract minus \$2,060.00 items not covered under the Contracts with the Respondent = \$5,185.00.

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Thus, under the formula, I calculate the actual loss as follows: \$81,500.00 (the amount the Claimant paid to the Respondent under the Contracts) plus \$26,071.39 (the total cost to complete the work under the Contracts) minus \$81,500.00, the total contract price, equals an actual loss of \$26,071.39.

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. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss of \$26,071.39 exceeds \$20,000.00. Therefore, the Claimant's recovery is limited to \$20,000.00. Bus. Reg. § 8-405(e)(1); COMAR 09.08.03.03D(2)(a).

#### **PROPOSED CONCLUSIONS OF LAW**

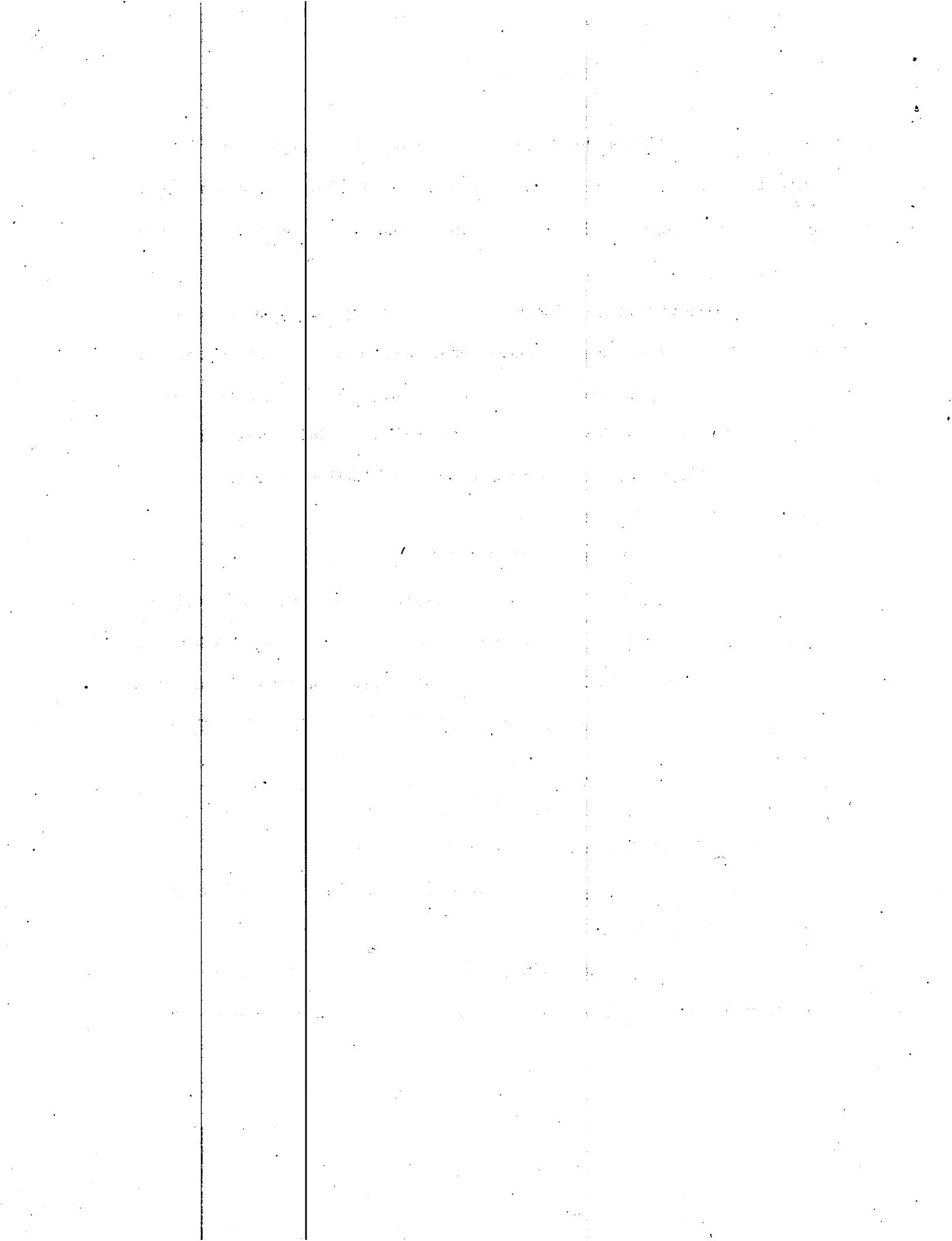
I conclude, as a matter of law, that the Claimant sustained an actual loss of \$26,071.39 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405, § 8-407(e)(1) (2015); COMAR 09.08.03.03(A)(3). I further conclude, as a matter of law, that the Claimant is entitled to an award of \$20,000.00 from the Fund. *Id.*; COMAR 09.08.03.03B(3), (4), D(2)(a).

#### **RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$20,000.00; 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;<sup>6</sup> and

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

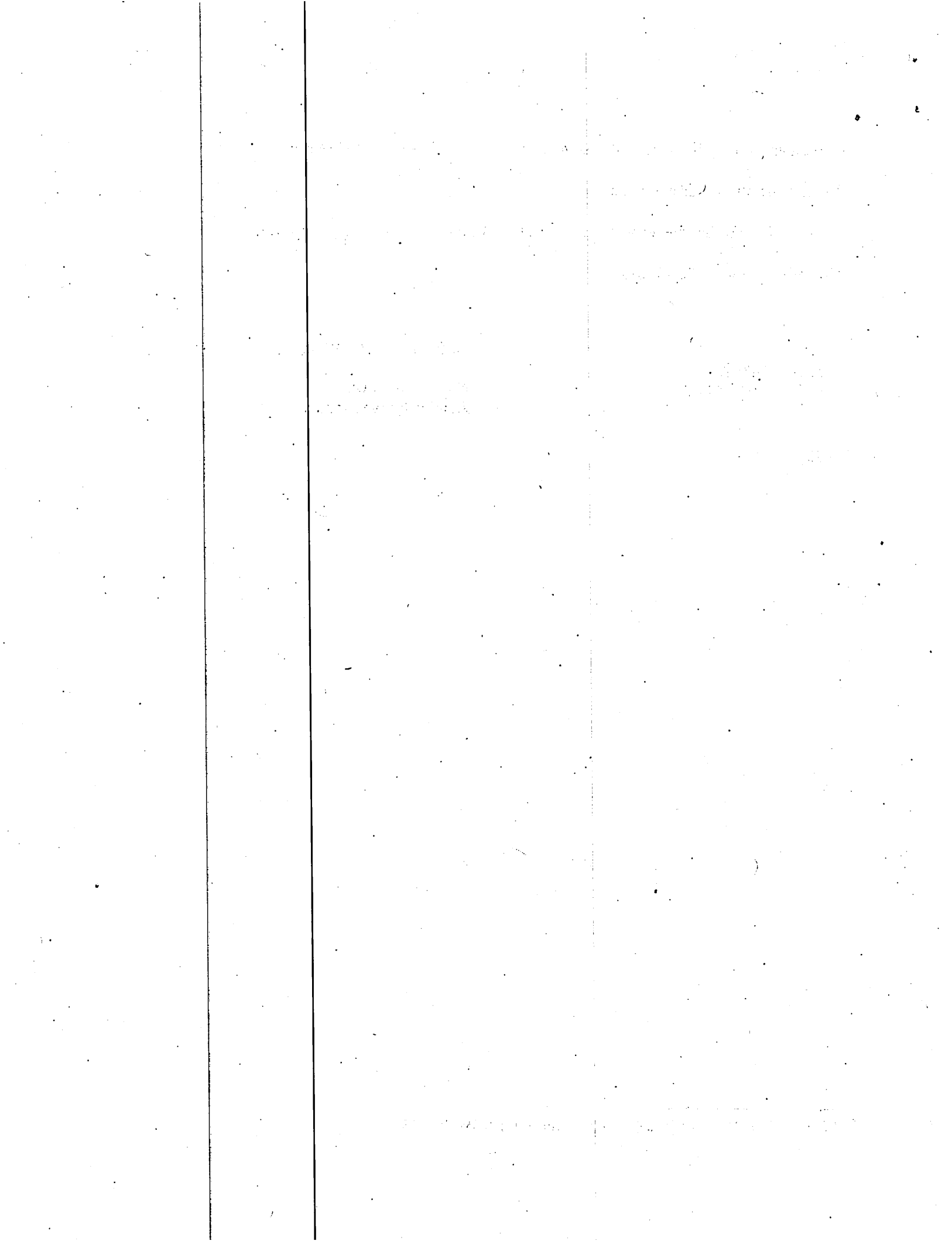
September 24, 2021  
Date Decision Issued

*Nicolas Orechwa*  
\_\_\_\_\_  
Nicolas Orechwa  
Administrative Law Judge

NO/at  
#194265

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<sup>6</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



**PROPOSED ORDER**

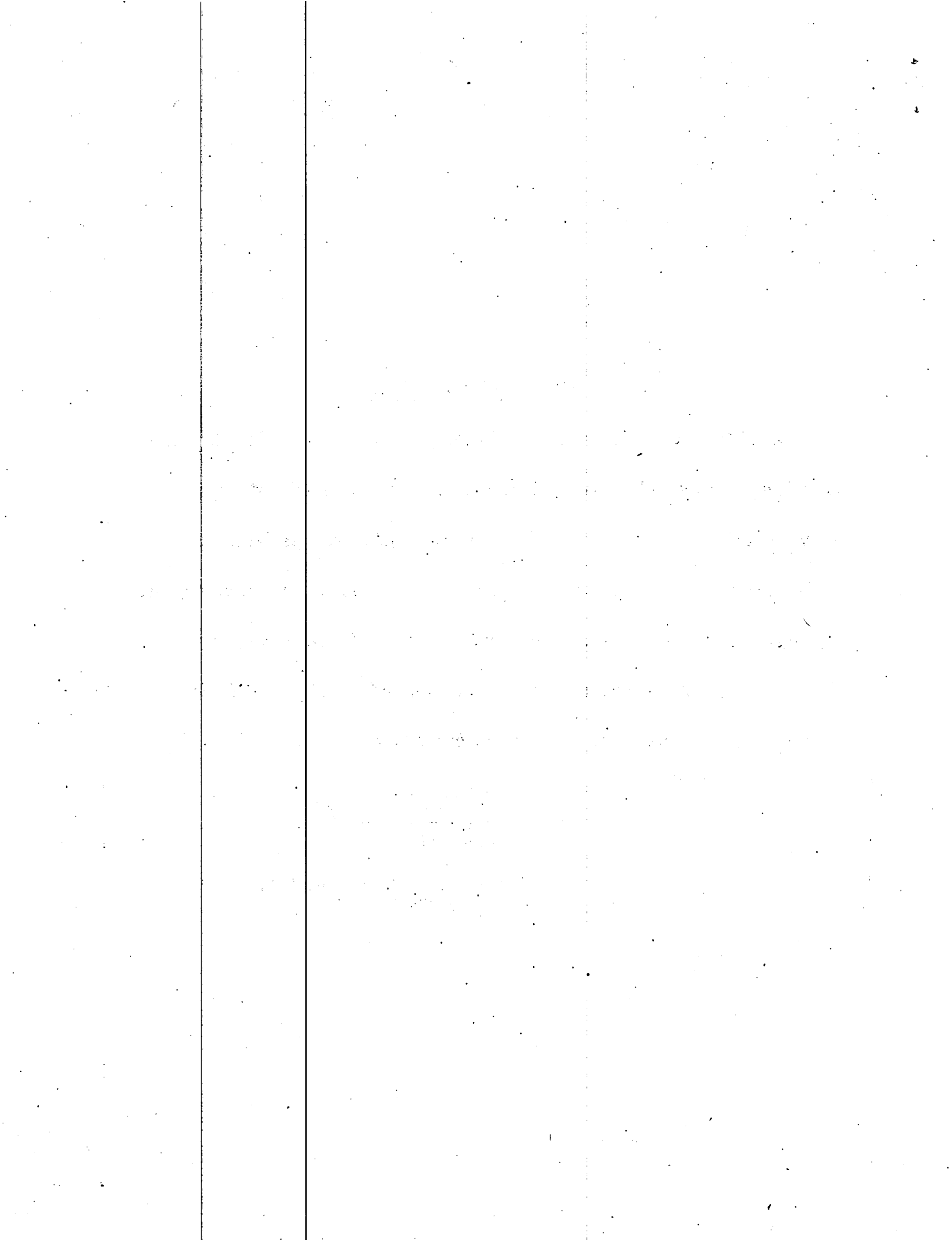
***WHEREFORE, this 2<sup>nd</sup> day of February, 2022, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present 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***



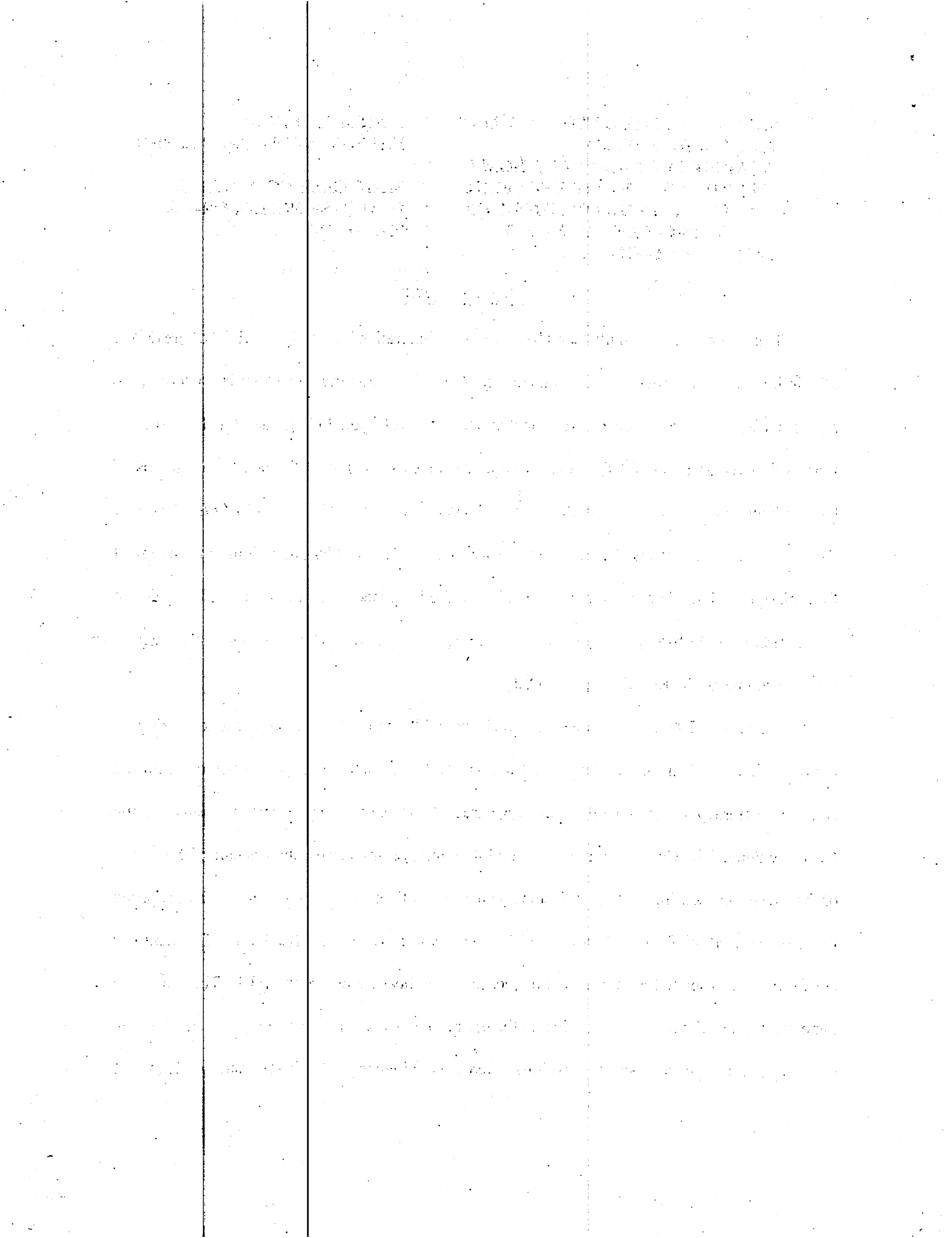
**IN THE MATTER OF THE CLAIM OF \* MARYLAND HOME**  
**MARGUERITE DENNIS \* IMPROVEMENT COMMISSION**  
**AGAINST THE MARYLAND HOME \***  
**IMPROVEMENT GUARANTY FUND \* MHIC CASE NO. 19(75)1098**  
**FOR THE ACTS OR OMISSIONS OF \* OAH CASE NO. LABOR-HIC-**  
**RAMON ESPIN AND RAMON & \* 02-21-14314**  
**SONS CONTRACTORS, LLC \***

\* \* \* \* \*

**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on August 16, 2021. Following the evidentiary hearing, the ALJ issued a Proposed Decision on September 24, 2021, concluding that the homeowner, Marguerite Dennis (“Claimant”) suffered an actual loss as a result of the acts or omissions of Ramon Espin and Ramon & Sons Contractors, LLC (collectively, “Contractor”). *ALJ Proposed Decision* p. 8. In a Proposed Order dated February 2, 2022, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$20,000.00 from the Home Improvement Guaranty Fund. The Contractor subsequently filed exceptions to the MHIC Proposed Order.

On May 5, 2022, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimant and Contractor participated without counsel. Assistant Attorney General Hope Sachs appeared at the exceptions hearing on behalf of the Guaranty Fund. The Commission entered the following preliminary exhibits as part of the record of the exceptions hearing without objection: 1) hearing notice; 2) transmittal letter, ALJ Proposed Decision, and MHIC Proposed Order; and 3) Contractor’s exceptions. Neither the Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ. Therefore, the Panel’s review of the record was limited to the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, and the exhibits offered as evidence at the OAH hearing. COMAR



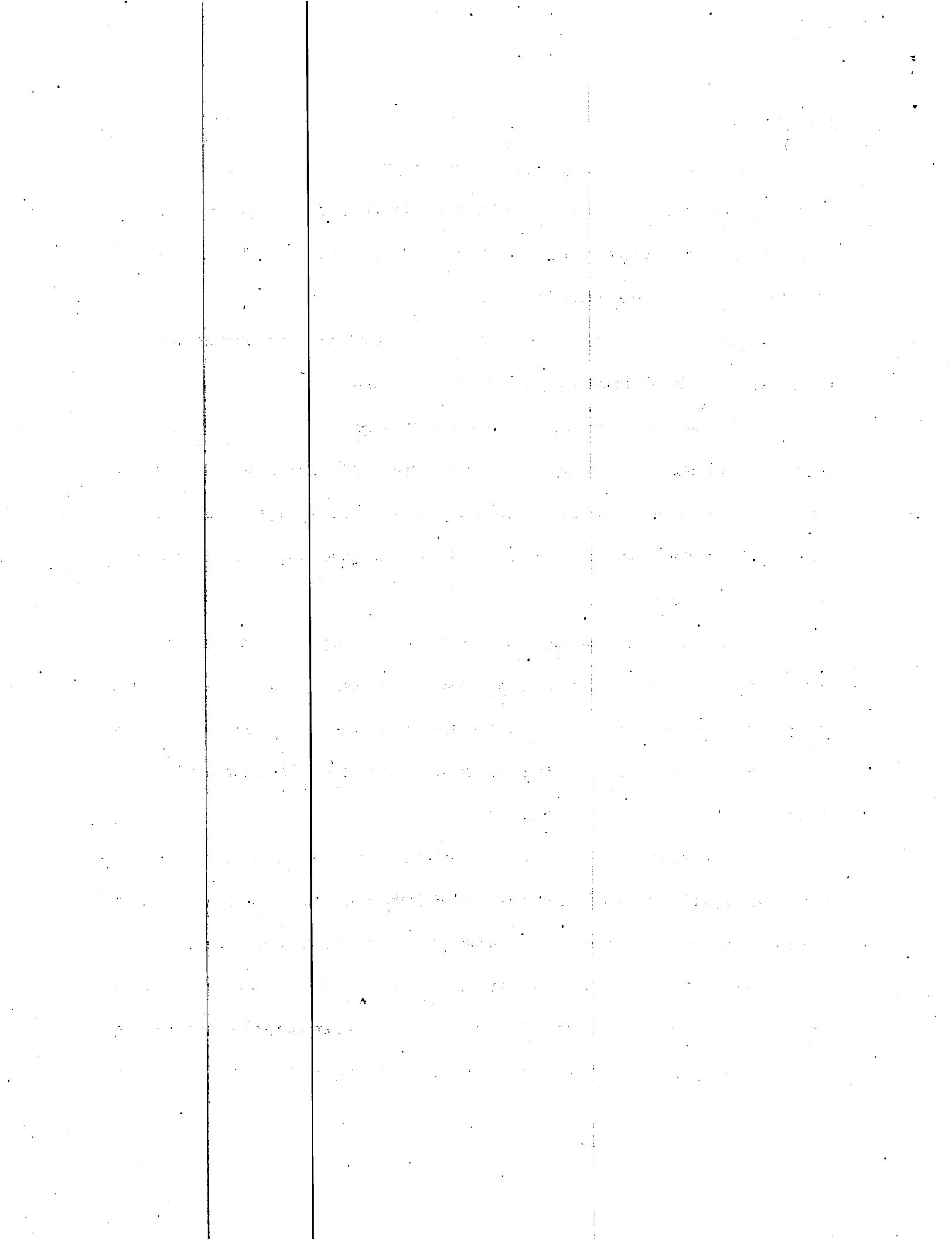
09.01.03.09(G) - (I).

The claim in this proceeding relates to two contracts between the parties for extensive improvements to the Claimant's home. The ALJ found that the Contractor's performance under the contract was incomplete and that portions of the work that the Contractor did complete were unworkmanlike. *ALJ's Proposed Decision* p. 6.

On exception, the Contractor argued that the ALJ erred in finding that its work was incomplete, citing the Claimant's payment of the full contract amount as evidence. The Commission finds no error. The ALJ referenced testimony of the Claimant that she paid the entire contract amount before the Contractor started its performance under the contract. Therefore, the Commission does not find the fact that the Claimant paid the entire contract price to be relevant to whether the Contractor completed the work. The Claimant did not identify any other evidence in the record in support of its argument.

The Contractor also argued that the ALJ erred in finding that its purchase of an incorrectly sized shower door caused the Claimant to suffer an actual loss, asserting that the contracts did not include a shower door. Again, the Commission finds no error. The July 25, 2018, contract expressly provides for the removal and replacement of the shower door in the Claimant's master bathroom. (OAH Hearing Claimant's Exhibit 5.)

Next, the Contractor argued that the ALJ erred in granting the Claimant an award relating to its deficient installation of hardwood floors because (1) the contract did not include flooring on the second floor or in the basement of the Claimant's home and (2) because the floors it installed were damaged by new appliances. The Commission finds no error. The Contractor did not identify, and the Commission did not find, any evidence in the record indicating that the cost to remedy the flooring installation found by the ALJ included flooring on the second floor or in the





basement or evidence that defects in the flooring were caused by moving appliances.

Finally, the Contractor argued that the ALJ erred in granting an award to the Claimant because the Claimant did not notify it of its alleged deficient performance. The Commission finds no error. First, the Claimant's MHIC complaint (OAH Hearing Claimant's Exhibit 2) and claim (OAH Hearing Guaranty Fund Exhibit 3) gave the Contractor notice of the deficiencies, and the ALJ referenced testimony by the Claimant that she called the Contractor after it had abandoned her project, but the Contractor did not return to the property to address her concerns. *ALJ's Proposed Decision* p. 5. Second, this proceeding involves a statutory claim against the Home Improvement Guaranty Fund, not a breach of contract claim. The Home Improvement Law does not require that a claimant give their contractor an opportunity to correct a deficient home improvement as a prerequisite to the granting of a Guaranty Fund award. Rather, it provides for the dismissal of a claim if the "claimant unreasonably rejected good faith efforts by the contractor to resolve the claim." Md. Code Ann., Bus. Reg. § 8-405(d). The Commission is not aware of, and the Contractor did not identify any evidence that he made any attempt to resolve the claim, and, it follows, there was no evidence that the Claimant unreasonably rejected any good faith efforts by the contractor to resolve the claim.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 18<sup>th</sup> day of May 2022, **ORDERED:**

- A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**;
- C. That the Proposed Decision and Recommended Order of the Administrative Law Judge is **AFFIRMED**;
- D. That the Claimant is awarded \$20,000.00 from the Maryland Home Improvement Guaranty

Year	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																				
Population	150,000,000	155,000,000	160,000,000	165,000,000	170,000,000	175,000,000	180,000,000	185,000,000	190,000,000	195,000,000	200,000,000	205,000,000	210,000,000	215,000,000	220,000,000	225,000,000	230,000,000	235,000,000	240,000,000	245,000,000	250,000,000	255,000,000	260,000,000	265,000,000	270,000,000	275,000,000	280,000,000	285,000,000	290,000,000	295,000,000	300,000,000	305,000,000	310,000,000	315,000,000	320,000,000	325,000,000	330,000,000	335,000,000	340,000,000	345,000,000	350,000,000	355,000,000	360,000,000	365,000,000	370,000,000	375,000,000	380,000,000	385,000,000	390,000,000	395,000,000	400,000,000	405,000,000	410,000,000	415,000,000	420,000,000	425,000,000	430,000,000	435,000,000	440,000,000	445,000,000	450,000,000	455,000,000	460,000,000	465,000,000	470,000,000	475,000,000	480,000,000	485,000,000	490,000,000	495,000,000	500,000,000	505,000,000	510,000,000	515,000,000	520,000,000	525,000,000	530,000,000	535,000,000	540,000,000	545,000,000	550,000,000	555,000,000	560,000,000	565,000,000	570,000,000	575,000,000	580,000,000	585,000,000	590,000,000	595,000,000	600,000,000	605,000,000	610,000,000	615,000,000	620,000,000	625,000,000	630,000,000	635,000,000	640,000,000	645,000,000	650,000,000	655,000,000	660,000,000	665,000,000	670,000,000	675,000,000	680,000,000	685,000,000	690,000,000	695,000,000	700,000,000	705,000,000	710,000,000	715,000,000	720,000,000	725,000,000	730,000,000	735,000,000	740,000,000	745,000,000	750,000,000	755,000,000	760,000,000	765,000,000	770,000,000	775,000,000	780,000,000	785,000,000	790,000,000	795,000,000	800,000,000	805,000,000	810,000,000	815,000,000	820,000,000	825,000,000	830,000,000	835,000,000	840,000,000	845,000,000	850,000,000	855,000,000	860,000,000	865,000,000	870,000,000	875,000,000	880,000,000	885,000,000	890,000,000	895,000,000	900,000,000	905,000,000	910,000,000	915,000,000	920,000,000	925,000,000	930,000,000	935,000,000	940,000,000	945,000,000	950,000,000	955,000,000	960,000,000	965,000,000	970,000,000	975,000,000	980,000,000	985,000,000	990,000,000	995,000,000	1,000,000,000
GDP	100,000,000,000	110,000,000,000	120,000,000,000	130,000,000,000	140,000,000,000	150,000,000,000	160,000,000,000	170,000,000,000	180,000,000,000	190,000,000,000	200,000,000,000	210,000,000,000	220,000,000,000	230,000,000,000	240,000,000,000	250,000,000,000	260,000,000,000	270,000,000,000	280,000,000,000	290,000,000,000	300,000,000,000	310,000,000,000	320,000,000,000	330,000,000,000	340,000,000,000	350,000,000,000	360,000,000,000	370,000,000,000	380,000,000,000	390,000,000,000	400,000,000,000	410,000,000,000	420,000,000,000	430,000,000,000	440,000,000,000	450,000,000,000	460,000,000,000	470,000,000,000	480,000,000,000	490,000,000,000	500,000,000,000	510,000,000,000	520,000,000,000	530,000,000,000	540,000,000,000	550,000,000,000	560,000,000,000	570,000,000,000	580,000,000,000	590,000,000,000	600,000,000,000	610,000,000,000	620,000,000,000	630,000,000,000	640,000,000,000	650,000,000,000	660,000,000,000	670,000,000,000	680,000,000,000	690,000,000,000	700,000,000,000	710,000,000,000	720,000,000,000	730,000,000,000	740,000,000,000	750,000,000,000	760,000,000,000	770,000,000,000	780,000,000,000	790,000,000,000	800,000,000,000	810,000,000,000	820,000,000,000	830,000,000,000	840,000,000,000	850,000,000,000	860,000,000,000	870,000,000,000	880,000,000,000	890,000,000,000	900,000,000,000	910,000,000,000	920,000,000,000	930,000,000,000	940,000,000,000	950,000,000,000	960,000,000,000	970,000,000,000	980,000,000,000	990,000,000,000	1,000,000,000,000																																																																																
Per Capita GDP	666.67	709.68	750.00	787.88	823.53	857.14	888.89	918.18	945.95	972.22	1,000.00	1,028.57	1,057.14	1,085.71	1,114.29	1,142.86	1,171.43	1,200.00	1,228.57	1,257.14	1,285.71	1,314.29	1,342.86	1,371.43	1,400.00	1,428.57	1,457.14	1,485.71	1,514.29	1,542.86	1,571.43	1,600.00	1,628.57	1,657.14	1,685.71	1,714.29	1,742.86	1,771.43	1,800.00	1,828.57	1,857.14	1,885.71	1,914.29	1,942.86	1,971.43	2,000.00	2,028.57	2,057.14	2,085.71	2,114.29	2,142.86	2,171.43	2,200.00	2,228.57	2,257.14	2,285.71	2,314.29	2,342.86	2,371.43	2,400.00	2,428.57	2,457.14	2,485.71	2,514.29	2,542.86	2,571.43	2,600.00	2,628.57	2,657.14	2,685.71	2,714.29	2,742.86	2,771.43	2,800.00	2,828.57	2,857.14	2,885.71	2,914.29	2,942.86	2,971.43	3,000.00	3,028.57	3,057.14	3,085.71	3,114.29	3,142.86	3,171.43	3,200.00	3,228.57	3,257.14	3,285.71	3,314.29	3,342.86	3,371.43	3,400.00	3,428.57	3,457.14	3,485.71	3,514.29	3,542.86	3,571.43	3,600.00	3,628.57	3,657.14	3,685.71	3,714.29	3,742.86	3,771.43	3,800.00	3,828.57	3,857.14	3,885.71	3,914.29	3,942.86	3,971.43	4,000.00																																																							

Fund;

- E. That the Contractor shall remain ineligible for a Maryland Home Improvement Commission license until the Contractor reimburses the Guaranty Fund for all monies disbursed under this Order plus annual interest of at least ten percent (10%) as set by the Commission, *Md Code Ann.*, Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a);
- F. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and
- G. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

**Bruce Quackenbush**  
**Chairperson –Panel**  
**Maryland Home Improvement**  
**Commission**

