IN THE MATTER OF THE CLAIM	*	**BEFORE DEBORAH S. RICHARDSON,**
OF CAMILO PACHECO,	*	**AN ADMINISTRATIVE LAW JUDGE**
CLAIMANT	*	**OF THE MARYLAND OFFICE**
AGAINST THE MARYLAND HOME	*	**OF ADMINISTRATIVE HEARINGS**
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF SERGIO FLORES,	*	
T/A FLORES GENERAL	*	
CONSTRUCTION LLC,	*	**OAH No.: LABOR-HIC-02-22-08927**
RESPONDENT	*	**MHIC No.: 22 (75) 322**

* * * * * * * * * * * * *

PROPOSED DECISION

STATEMENT OF THE CASE

On January 27, 2022, Camilo Pacheco (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 $49,902.00 for actual losses allegedly suffered as a result of a home improvement contract with Sergio Flores, trading as Flores General Construction LLC (Respondent). Md. Code Ann., Bus. Reg.

§§ 8-401 to -411 (2015).[1] On April 15, 2022, the MHIC issued a Hearing Order on the Claim. On April 18, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On July 6, 2022, I held a hearing at the OAH in Rockville, Maryland. Bus. Reg. §§ 8-407(a), 8-312. The Claimant represented himself. The Respondent represented himself.[2] John Hart, Assistant Attorney General, Department, represented the Fund.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); Code of Maryland Regulations (COMAR) 09.01.03; and 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?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits offered by the Claimant:

Clmt. Ex. 1 - Order, September 20, 2021; Complaint Form, September 9, 2021

Clmt. Ex. 2 - Contract, March 1, 2018

Clmt. Ex. 3 - Checks from Carrington Mortgage Services to the Respondent, April 19, 2018, May 10, 2018, June 21, 2018, August 20, 2018, September 27, 2018

Clmt. Ex. 4 - Change Order, March 9, 2018

Clmt. Ex. 5 - MHIC License, January 26, 2017

[1] Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.
[2] The Respondent had the assistance of a Spanish language interpreter at the hearing.

Clmt. Ex. 6 - Ledger, dates ranging from March 18, 2018 to April 18, 2018

Clmt. Ex. 7 - Check to the Respondent, March 8, 2018

Clmt. Ex. 8 - Checks from the Claimant to the Respondent, April 6, 2018, April 18, 2018, April 18, 2018

Clmt. Ex. 9 - Text messages between the Claimant and the Respondent, dates ranging from October 1, 2018 to February 22, 2020, with English translation, photograph with handwritten notes, October 16, 2018

Clmt. Ex. 10 - Photographs, undated

Clmt. Ex. 11 - Inspection approval, September 19, 2018; Rehabilitation Inspection Report, August 9, 2018; MHIC License, January 12, 2021; Certificate of Liability Insurance, April 25, 2017; Letter from the Claimant to the MHIC, November 4, 2021; Letter from Allstate to the Claimant, September 22, 2021; Letter from Selective Insurance Company of America to the Claimant, October 29, 2021; photographs, undated; Alex's HVAC & Home Improvement Estimate, August 6, 2021; WSSC[3] Inspection, Disapproved, October 7, 2019

Clmt. Ex. 12 - Photographs, undated

I admitted the following exhibits offered by the Respondent:

Resp. Ex. 1 - Check from the Respondent to the Claimant, October 18, 2018

Resp. Ex. 2 - Inspection Approval, September 19, 2018; Inspection Report, August 9, 2018

Resp. Ex. 3 - Letter from the MHIC to the Respondent, February 8, 2022; Home Improvement Claim Form, December 17, 2021; letter from the Respondent to Who It May Concern, undated; Contract, February 15, 2018; Change Order, March 9, 2018; Letter, February 14, 2019

I admitted the following exhibits offered by the Fund:

GF Ex. 1 - Notice of Hearing, April 25, 2022; Hearing Order, April 15, 2022;

GF Ex. 2 - MHIC Licensing information, printed June 27, 2022

[3] Washington Suburban Sanitary Commission.

GF Ex. 3 - Letter from the MHIC to the Respondent, February 8, 2022; Home Improvement Claim Form, December 17, 2021

Testimony

The Claimant testified in his own behalf.

The Respondent testified in his own behalf.

The Fund did not present any 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 the MHIC.

2. The Claimant is the owner of a home on Bennion Road in Silver Spring, Maryland (the Property).

3. On March 1, 2018, the Claimant and the Respondent signed a contract for $177,000.00 for a major renovation to the first and second floor of the Property (March 1 Contract). The March 1 Contract did not include a detailed scope of work or list the specific rooms in the Property to be worked on, but only listed dollar amounts attributable to the following line items: masonry, siding, gutter/downspout, roof, painting, decorating (painting interior walls and trim), caulking, windows, weather-stripping, doors, partition wall, plaster/drywall, wood trim, stairs, closets, wood floors, finish floor carpeting, ceramic tile, plumbing, electrical, heating, insulation, cabinetry, demolition, architectural/engineering exhibits, permit fees, and clean up.

4. On March 2, 2018, the Claimant and the Respondent signed a contract for $155,000.00 for a major renovation to the first and second floor of the Property (March 2

Contract). The March 2 Contract does not reference the March 1 Contract but included the following with respect to a scope of work:

> This contract goes by the guidelines and by the approved plans of the county. This also includes modification of walls that are already existing.
> This includes demolition of the existing interior walls.
> Prepare the foundation for the new additional and also prepare the foundation for the new deck located in the back area.
> This also includes on the first floor wood flooring in the living room and ceramic in the kitchen and bathrooms.
> On the second floor, we will work with new carpet in the master bathroom we will work with ceramic. This includes windows in the new addition, siding how the plans specify.
> This includes Air Conditioning, Electricity, and Plumbing permits.
> This includes dry-wood, painting, interior door, and baseboard. We will also work with white painting.
> **This does not include toilets, tubs, kitchen cabinets, granite countertop, laundry washer/dryer, microwave, dishwasher, and bathroom and kitchen sinks. The owner will provide these items but Flores General Construction will install them.**

(Resp. Ex. 3).

5. On March 9, 2018, the Claimant and the Respondent executed a Change Order for $23,000.00. The Change Order included the following:

> Exterior (Left side and back of house) Remove the dirt to be able to prepare for the installation of the wall. Paint the wall (blacktop) and install plastic paper, then lastly place the dirt in its original place.
> Interior (First Floor). Remove the dry-wall from the exterior wall. Remove old insulation and remove damaged wood. Reinforce the wall and install new insulation. After install new dry-wall. And paint with white paint.
> Modify the furnace. Remove and replace. Install new water heater.
> Interior (Basement). Modify the main pipes connecting to the dirty waste water. Remove ceiling boxes. Modify the water meter box. Remove old bathroom and install new shower, toilet, and sink. Also repair the broken bricks that are on the wall.
> Remove the molding in the closet.
> In the basement paint with white paint.

(Resp. Ex. 3).

6. Sometime after March 2, 2018, the Respondent began work on the Property.

7. The work performed by the Respondent on the Property included renovations to two upstairs bathrooms, laying ceramic tile on the first floor of the home, building out bedrooms, and closets.

8. On February 14, 2019, the parties executed a Change Order for $1,400.00 that required the Respondent to install a sump pump in the basement and for the Claimant to obtain the necessary permits for the basement renovation.

9. The Claimant paid the Respondent $192,500.00 in the following amounts, which were payments from a bank loan:

April 19, 2018	$28,238.16
May 10, 2018	$50,276.84
June 21, 2018	$31,387.50
August 20, 2018	$23,090.00
September 27, 2018	$59,507.50

10. The Claimant made the following additional payments to the Respondent by check:

March 8, 2018	$2,000.00
March 18, 2018	$15,000.00
April 6, 2018	$4,000.00
April 18, 2018	$9,000.00
April 18, 2018	$6,000.00

11. On September 19, 2018, Montgomery County issued a final inspection approval for the Property.

12. Part of the work performed by the Respondent on the Property included laying ceramic tile on the first floor. The tile was uneven and the grout was not filled in in places.

13. As of September 19, 2018, there was work that was unfinished on the Property, including exposed wires, unpainted walls, doors that did not line up, the uneven ceramic tile, unfinished trim work, missing fans, and dents and holes in the drywall.

14. The Claimant asked the Respondent to finish all of the unfinished work before he released the final payment from the bank to the Respondent.

15. For several weeks, the Claimant and the Respondent called and texted back and forth about the unfinished work at the Property.

16. On October 16, 2018, the Claimant and the Respondent met in person at the Property. The parties entered into a verbal agreement whereby the Respondent agreed to complete all of the outstanding items at the Property, the Claimant agreed to give the final bank check to the Respondent, and the Respondent agreed to reimburse the Claimant for the difference between the amount of the check and what the Claimant actually owed the Respondent under the contract.

17. On or about October 16, 2018, the Claimant forwarded the final bank check for $59,507.50 dated September 27, 2018 to the Respondent.

18. On October 18, 2018, the Respondent paid the Claimant $39,507.50 with a check marked "Final Payment."

19. The Respondent came back or sent workers back to the Property a few times after October 18, 2018, but did not complete all of the work to the Claimant's satisfaction.

20. The Respondent last worked at the Property December 2019 but thereafter abandoned the work.

21. In August or September 2021, the Claimant discovered mold in the two upstairs bathrooms renovated by the Respondent.

22. The mold in the two upstairs bathrooms was caused by the Respondent using improper materials and installation techniques.

23. In August 2021, the Claimant obtained an estimate (Estimate) from Alex's HVAC and Home Improvement, LLC to fix all of the outstanding items in the Property.

DISCUSSION

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 (2021); 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. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. By statute, certain claimants are excluded from recovering from the Fund altogether. In this case, there are no such statutory impediments to the Claimant's recovery. The claim was timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg §§ 8-405(g), 8-408(b)(1). The Claimant resides in the home that is the subject of the claim or does not own more than three dwellings. *Id.* § 8-405(f)(2). The parties did not enter into a valid agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3). The Claimant is not a relative, employee, officer, or partner of the Respondent, and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1). The Claimant did not unreasonably reject good faith efforts by the Respondent to resolve the claim. *Id.* § 8-405(d). While the Respondent initially

agreed to complete all outstanding work at the Property on October 16, 2018, he never completed all of the work and abandoned the project in December 2019.

To determine whether the Respondent performed unworkmanlike, inadequate, or incomplete home improvements, it is necessary for me to determine the scope of the work the parties agreed to and how the work performed fits within that scope. The Claimant alleges that the March 1 Contract for $177,000.00 was the controlling document between the parties. The Claimant alleged that the Respondent was responsible for renovating the first and second floor of the house, which included two and a half bathrooms, and later, pursuant to the change order, the basement of the house, which included an additional full bathroom. According to the Claimant, the Respondent was not responsible for the kitchen, which was covered by another contract with a different contractor. The Claimant testified that the Respondent often did not have money for materials to complete the job, and the Claimant would forward the Respondent money, and when the Claimant paid the Respondent a draw on the contract, via a bank check, the Respondent would pay the Claimant back.

The Claimant argued that although the Property passed final inspection from the county in August 2019, the work was not finished. Nevertheless, the Respondent at that time asked the Claimant for the final draw payment from the bank. The Claimant testified that the ceramic tile on the first floor of the Property was poorly installed, there were many doors and closets throughout the Property that were poorly installed, and drywall, baseboard and paint were not completed in the basement. In October 2018, the parties reached a verbal agreement for the Respondent to complete all of the outstanding work on the Property under the contract. After they reached that agreement, the Claimant paid the Respondent the last draw check from the bank, for $59,507.50. Immediately afterwards, the Respondent paid the Claimant $39,507.50 in a check marked "Final Payment."

In August or September 2021, the Claimant discovered there was mold in the upstairs bathrooms, due to the Claimant's use of improper materials and installation. The Claimant testified that he had to have both bathrooms entirely demolished to mitigate the mold.

The Claimant obtained an estimate (Estimate) from Alex's HVAC & Home Improvement, LLC to remedy all of the deficiencies in the Respondent's work. The Estimate covers four categories: floor tile installation and repairs - $16,700.00; doors and closets - $4,732.00; basement door and repairs - $6,220.00; and new bathroom renovation - $22,250.00.

The Respondent argued that the March 2 Contract for $155,000.00 was the controlling document between the parties, not the $177,000.00 March 1 Contract. This amount, plus the change order for $23,000.00 means the total contract amount was $178,000.00. The Respondent then subtracts $39,507.50, the money given from the Respondent to the Claimant, from $178,000.00 to arrive at $138,492.50. The Respondent pointed out that the Claimant valued the work performed by the Respondent on the Claim form at $150,098.00. As this amount is more than the Claimant ultimately paid the Respondent, the Respondent argued he cannot owe any additional funds to the Claimant.

The Respondent's theory fails for a few reasons. First, the Claimant established he paid the Respondent much more than the bank draws on the loan. Second, the Claimant is not bound by the estimated value of the work performed by the Respondent that he listed on the Claim, when he provided much greater detail at the hearing. Third, it is not clear that the March 2 Contract was the controlling document between the parties.

It is impossible, and ultimately unnecessary, for me to determine whether the March 1 Contract or the March 2 Contract is controlling between the parties. Although the amounts of the two vary quite a bit, as I explain below the Claimant has established the Respondent was fully

paid. Moreover, while there is no detailed written scope of work for either of the contracts, the claims for repairs, detailed below, fall into categories the parties generally agree were included within the scope of the work.

Floor tile installation and repairs

The Respondent laid ceramic tile on the first floor of the Property. The Claimant provided photographs and testified that the tile is installed improperly with uneven tiles and the grout coming out. While both parties seem to acknowledge that the ceramic tile was part of the original scope of work, the cause of the poor tile is in dispute. The Respondent argued that he laid the new tile, and the very same day the Claimant had another contractor walk across the tile to deliver new kitchen cabinetry, damaging the new tile installation. The Claimant states it was the Respondent's poor installation.

Unfortunately, the Estimate provided by Alex's HVAC & Home Improvement LLC, which forms the basis of the Claimant's claim, is as lacking as both of the original contracts. I have no convincing testimony from the Claimant or an expert witness that the deficiencies noted by the Claimant could only be remedied by removal of the existing ceramic tile and reinstallation of a new floor. I have a vague description of floor tile installation and repairs that is not broken down by line item, and only includes the full sum of $16,700.00. The details provided under this item list removal of the existing tile, and baseboard, and concrete board, but never states they will be installing new tiles. There is no breakdown for tiles versus labor.

Perhaps testimony from another contractor would have established the cause of the poorly laid tile. Or a more detailed estimate could have done the same. But ultimately I do not find the Claimant has provided evidence that convinces me by a preponderance of the evidence that the Respondent provided inadequate or incomplete home improvement on this item. The Respondent provided credible testimony that the Claimant allowed other contractors to walk on

the newly laid ceramic tile despite instructions not to do so. The Claimant has failed to establish the poorly laid tile was attributable to the Respondent.

Door and Closets

The March 1 Contract includes two line items for doors, one interior and one exterior. The Claimant presented many pictures and testimony about the doors that were installed by the Respondent, establishing that they were poorly installed, left unpainted, and did not open and close properly. The Respondent did not contest that doors were part of the scope of work or try to explain that his work was not deficient. Therefore, I find the Claimant has established by a preponderance of the evidence that there was inadequate home improvement with respect to doors and closets.

However, the original line items for doors in the March 1 Contract totaled $2,000.00. Even assuming the original doors had to be removed, the Claimant provided no explanation why the Estimate for $4,732.00 from Alex's HVAC & Home Improvement was reasonable. Therefore, I will limit recovery on that line item to the $2,000.00 in the original contract.

Basement Door and Repairs

The next item alleged by the Claimant to have been inadequate was basement work, with the estimate for $6,220.00 including new framing around duct work ceiling box, finishing bathroom details, installing new closet door, building a wall inside the closet in the sump pump area, and repairing and painting the basement walls. The parties agreed that the basement was not included in either the March 1 Contract or the March 2 Contract. Instead, the basement work is covered entirely by the March 9, 2018 change order. Again, the scope of work from the change order is not clear and it is similarly not clear that the line items in the estimate to repair are for items that were included in the change order. The only thing that lines up neatly between the change order and the Estimate is painting. This line item is not broken out in the Estimate but is

in the change order, with a value of $1,800 (although this number was crossed out and not included in the change order total, presumably due to a negotiation between the parties on price). The Claimant submitted pictures of the basement showing unfinished unpainted walls. Therefore, I will find the work in this respect incomplete and allow an award of $1,800.00.

New Bathroom Renovation

Finally, the Estimate includes $22,250.00 for complete demolition and renovation of the two bathrooms on the second floor of the Property. The parties agreed that these bathrooms were within the scope of the original March 1 Contract. The Claimant argued that in August or September 2021 he discovered mold in both bathrooms. He tried to file a claim with both his own insurance company and that of the Respondent but was unsuccessful. The Respondent argued that he used appropriate materials for waterproofing, has used those materials many times in the past, and has never before had a problem.

The Claimant provided convincing testimony and pictures that there was mold in both of the newly renovated bathrooms, and that it was attributable to the Respondent using improper waterproofing materials and installation of those materials. Mold can be devastating, and can spread easily throughout the entire house. Unlike the ceramic floor, it is obvious even to a layperson why it is necessary to entirely demolish and rebuild both bathrooms rather than try to attempt a piecemeal remediation. Therefore, I find by a preponderance of the evidence that the renovation on the bathrooms was inadequate and that the estimate for $22,250.00 is appropriate.

I thus find that the Claimant is eligible for compensation from the Fund. 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 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). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

The Respondent performed some work under the Contract, and the Claimant intends to retain other contractors to complete or remedy that work. Ordinarily, I would use the following formula to appropriately measure 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).

However, as discussed above, it is impossible to discern the original contract price. Moreover, given that the Claimant made several payments to the Respondent outside of the bank draws, some of which were reimbursement for fees the Claimant would have been responsible for under the Contract, and others which were advance loans by the Claimant to the Respondent, which the Claimant expected to be paid back, it is also impossible to discern the full amount of money paid by the Claimant to or on behalf of the Respondent.

The Fund argued that is of no matter here – the AAG explained that the reason the formula includes the amount paid to or on behalf of the contractor and subtracts the original contract amount, is to ensure the Respondent has been fully paid for all of the work he performed, before an award is made against him. While the amounts discussed above are unclear, the evidence in this case did make clear to me, and the Fund agreed, that the Respondent was fully paid. The Claimant testified he made advances of money to the Respondent so that he could purchase materials and when a bank draw was distributed to the Respondent, the

Respondent would pay back the Claimant. And in fact, there is evidence of many payments being made to the Respondent by the Claimant beyond the bank draws. The Claimant testified credibly that when the final bank payment came in, the Respondent was harassing him for final payment while the Claimant was begging the Respondent to finish the work.

And when the final bank draw was made to the Respondent with a checked dated September 27, 2018 for $59,507.50, the parties entered into a verbal agreement, evidenced with a photograph of the handshake, for the Respondent to finish all outstanding work on the Property and the Claimant paid the Respondent the bank check. Respondent turned around and paid the Claimant $39,507.50 by check dated October 18, 2018. This convinces me the Respondent was fully paid. He would not have returned the $39,507.50 to the Claimant had he not believed himself to be fully paid at that point.

Accordingly, I shall apply a unique formula to measure the Claimant's actual loss, which shall consist only of the allowed amount from the Estimate. Those amounts, as discussed above, are $2,000.00 for doors plus $1,800.00 for painting the basement plus $22,250.00 to renovate the bathrooms, totaling $26,050.00.

Effective July 1, 2022, a claimant's recovery is capped at $30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.[4] In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than $30,000.00. Therefore, the Claimant is entitled to recover his actual loss of $26,050.00.

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[4] H.D. 917, 2022 Leg., 444th Sess. (Md. 2022) (to be codified in section 8-405(e)(1) of the Business Regulation Article). *See also* Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4), D(2)(a). On or after July 1, 2022, the increased cap is applicable to any claim regardless of when the home improvement contract was executed, the claim was filed, or the hearing was held. *See Landsman v. MHIC*, 154 Md. App. 241, 255 (2002) (explaining that the right to compensation from the Fund is a "creature of statute," these rights are subject to change at the "whim of the legislature," and "[a]mendments to such rights are not bound by the usual presumption against retrospective application").

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of $26,050.00 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). I further conclude that the Claimant is entitled to recover that amount from the Fund. Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(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 $26,050.00; 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;[5] and

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

Deborah S. Richardson

October 4, 2022
Date Decision Issued

Deborah S. Richardson
Administrative Law Judge

DSR/at
#200924

[5] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 4th day of November, 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.

Lauren Lake

Lauren Lake
Panel B
MARYLAND HOME IMPROVEMENT COMMISSION