

<b>IN THE MATTER OF THE CLAIM OF STEPHEN GARNER AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF BRIAN GRANT T/A GRANT FAMILY HOME IMPROVEMENT</b>	* MARYLAND HOME * IMPROVEMENT COMMISSION * * MHIC CASE NO. 19(90)1590 * OAH CASE NO. LABOR-HIC- * 02-20-03036 *
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**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on January 19, 2021. Following the evidentiary hearing, the ALJ issued a Proposed Decision on April 19, 2021, concluding that the homeowner, Stephen Garner (“Claimant”) failed to prove he suffered an actual loss as a result of the acts or omissions of Brian Grant t/a Grant Family Home Improvement (“Contractor”). *ALJ Proposed Decision* p. 13. In a Proposed Order dated June 21, 2021, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to deny an award from the Home Improvement Guaranty Fund. The Claimant subsequently filed exceptions to the MHIC Proposed Order.

On December 2, 2021, 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 Justin Dunbar 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) Claimant’s exceptions. The Claimant produced a copy of the transcript of the hearing before the ALJ. The Claimant sought to introduce new evidence, but he failed to demonstrate that the documents he wanted in evidence were not and could not have been discovered before the January 19, 2021, OAH hearing. Therefore, the Panel’s

review of the record was limited to the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, the transcript of the OAH hearing, and the exhibits admitted as evidence at the OAH hearing. COMAR 09.01.03.09(G) - (I).

The claim in this proceeding relates to a contract between the parties for the replacement of the roof on the Claimant's home. The ALJ found that the Claimant failed to prove that the Contractor's performance under the contract was unworkmanlike and that the Claimant unreasonably rejected the Contractor's good faith efforts to resolve the claim. *ALJ's Proposed Decision* pp. 12-13.

On exception, the Claimant argued that several of the ALJ's factual findings were erroneous. Many of the alleged errors related to the terms of the parties' contract, with the ALJ relying on the written contract, and the Claimant asserting that the parties orally agreed to additional terms. The Claimant has not identified, and the Commission has not discovered, any evidence in the record that demonstrates that the ALJ's factual findings were erroneous.<sup>1</sup> Rather, the Claimant argues that the ALJ should have weighed the evidence differently. The Commission agrees that the Claimant failed to demonstrate that the Contractor's performance was unworkmanlike. Rather, the Commission finds that the Claimant's insistence on having the Contractor remove the roof where it was installed over the existing rubber roof (OAH January 19, 2021, Trx. pp. 54-55, 59, 100, 206-09) and the addition of foam strips under the roof after it was installed (OAH January 19, 2021, Trx. pp. 175, 180, 208) were the cause of the issues that gave rise to the claim.

The Claimant also argued that the ALJ erred in finding that he unnecessarily rejected good

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<sup>1</sup> The Claimant demonstrated one error, the ALJ's finding that the Contractor installed a new roof over the existing metal roof, *ALJ Proposed Decision* p. 5, when in fact the Contractor installed the new roof over the existing rubber roof. However, this error is clearly a typo and, in any event, is immaterial.

faith efforts to resolve his claim because he had given the Contractor “more than sufficient time to do the job as promised.” The Commission agrees with the ALJ. The record demonstrates that the Contractor had a crew on the Claimant’s roof ready to identify the source of the leak near the Claimant’s chimney and repair the leak if the cause proved to be the flashing the Contractor had installed rather than a problem with the existing masonry when the Claimant sent the Contractor home and said he would have someone else make the repair. Regardless of the amount of time that the Claimant allowed the Respondent to address the leak, the Claimant was unreasonable to preclude the Contractor from making the repair when he had a crew on the roof ready to do the work.

Although not addressed by the ALJ, the Commission holds that, even if the Claimant had proven that the Contractor’s performance was unworkmanlike, and the Claimant had not unreasonably rejected the Contractor’s good faith efforts to resolve the claim, the Claimant would not be entitled to a Guaranty Fund award because the Claimant did not prove the amount of his actual loss because the estimates and contract that the Claimant offered as evidence of the cost to correct or complete the Contractor’s work were for different scopes of work than the original contract for a G-Rib metal roof (OAH Hearing Claimant’s Exhibit 1), including estimates for a standing-seam metal roof (OAH Hearing Claimant’s Exhibits 8-9 (not admitted)) and a contract for an asphalt shingle roof (OAH Hearing Claimant’s Exhibit 10).

Having considered the parties’ arguments, the evidence contained in the record, and the ALJ’s Recommended Decision, it is this 19<sup>th</sup> day of May 2022, **ORDERED:**

- A. That the Findings of Fact of the Administrative Law Judge are **AMENDED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AMENDED**;
- C. That the Proposed Decision and Recommended Order of the Administrative Law Judge is

**AMENDED;**

- D. That the Claimant's claim is **DENIED**.
- E. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and
- F. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

*Joseph Tunney*  
**Chairperson –Panel**  
**Maryland Home Improvement**  
**Commission**

**IN THE MATTER OF THE CLAIM  
OF STEPHEN GARNER,  
CLAIMANT  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF BRIAN GRANT,  
T/A GRANT FAMILY HOME  
IMPROVEMENT,  
RESPONDENT**

**\* BEFORE JENNIFER A. NAPPIER,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
\* OAH No.: LABOR-HIC-02-20-03036  
\* MHIC No.: 19 (90) 1590  
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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 September 5, 2019, Stephen Garner (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 \$14,734.00 in actual losses allegedly suffered as a result of a home improvement contract with Brian Grant, trading as Grant Family Home Improvement (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-

411 (2015).<sup>1</sup> On January 13, 2020, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

January 19, 2021, I held a video hearing via Webex. Bus. Reg. §§ 8-407(a), 8-312. Shara Hendler, Assistant Attorney General, Department, represented the Fund. The Claimant represented himself. The Respondent represented himself.

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); 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 on the Claimant's behalf<sup>2</sup>:

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|------------|--|
| CL Ex. 1   | Contract, July 21, 2016; Checks made out to "CASH," July 27, 2016, July 28, 2016, August 29, 2016, and September 7, 2016 |
| CL Ex. 2   | NOT ADMITTED   |
| CL Ex. 3-4 | Various photos of the roof, undated  |
| CL Ex. 5   | Video of leak inside, around the flue, June 2, 2017  |

<sup>1</sup> Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

<sup>2</sup> The Claimant's exhibits are contained on a USB drive which is a part of the record.

- CL Ex. 6      Jack Abell Invoice, June 13, 2017; check to Jack Abel, June 27, 2017; Jack Abel Contract, June 13, 2017; Jack Abell Estimate, June 1, 2017; Kaufman Metals Invoices, July 3, 2017 and June 29, 2017
  
- CL Ex. 7      Graber Post Buildings documentation and photos, June 23, 2017
  
- CL Ex. 8      NOT ADMITTED
  
- CL Ex. 9      NOT ADMITTED
  
- CL Ex. 10     All Superior Roofing Work Description, November 3, 2017; All Superior Roofing Work Done, June 25, 2018 and June 14, 2018; checks from Respondent to All Superior Roofing, November 9, 2017, June 15, 2018, June 21, 2018, and April 25, 2018
  
- CL Ex. 11     Various photos of water collected on roof, undated
  
- CL Ex. 12-14   Various photos of the roof, undated
  
- CL Ex. 15     Photo of screws, undated
  
- CL Ex. 16-25   Various photos of the roof, undated
  
- CL Ex. 26     Photo of damaged plywood, undated
  
- CL Ex. 27-28   Photo of plywood, undated
  
- CL Ex. 29-30   Respondent's response to the Claim, undated
  
- CL Ex. 31-34   Various photos of the roof, undated
  
- CL Ex. 35     NOT ADMITTED
  
- CL Ex. 36     Fastener Selection, undated
  
- CL Ex. 37     Email from Miguel Sainz (All Superior Roofing) to the Respondent, with photos of the roof attached, August 21, 2018
  
- CL Ex. 38     NOT OFFERED

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

- GF Ex. 1      Hearing Order, January 8, 2020
  
- GF Ex. 2      Notices of Remote Hearing, September 23, 2020, July 7, 2020, February 6, 2020

GF Ex. 3 Home Improvement Claim From, received September 5, 2019; Letter to the Respondent from the MHIC, September 20, 2019

GF Ex. 4 Department I.D. Registration, December 1, 2020; Department Occupational/Professional License History, December 1, 2020

The Respondent did not offer any exhibits.

Testimony

The Claimant testified on his own behalf. The Respondent testified on his own behalf.

The Fund did not present 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 88219.

2. At all relevant times, the Claimant has owned and resided at a home on Old Church Lane in Cumberland, Maryland. He does not own any other residential property in Maryland.

3. On July 21, 2016, the Claimant and the Respondent entered into a contract to have a G-rib metal roof installed on the Claimant's home (Contract). The Contract provided for the following:

Buy and install G-rib metal roof on the main house, build up the flat rubber roof section for a pitch that is suitable for metal roofing.

New drip edge, valleys, corners, ridge caps, snowbirds every 18"[,] flashing around the flue, new vent boots, sheets of metal.

(CL. Ex. 1.)

4. The Contract does not include a binding arbitration clause.



5. The original agreed-upon Contract price was \$14,400.00, which consisted of the following: \$8,600.00 for the roof over the house, \$3,800.00 for the garage roof, and \$2,000.00 to tear off the old roof and for a dumpster.

6. The Contract provided that the Claimant would pay \$7,000.00 upfront and \$7,400.00 at completion.

7. During the course of the job, the Claimant requested that the Respondent put down felt underlayment. As a result, the Respondent charged the Claimant an additional \$600.00 for the felt underlayment.

8. The final Contract price was \$15,000.00.

9. The Claimant paid the Respondent a total of \$15,000.00, as follows: \$7,000.00 on July 29, 2016; \$3,500.00 on August 30, 2016; and \$4,500.00 on September 8, 2016.

10. The pre-existing roof in the rear of the Claimant's home was a rolled rubber roof. The rest of the pre-existing roof had a double layer of shingles.

11. The Respondent did not remove the existing rubber roof before installing the new metal roof on the Claimant's home. Instead, he built the new roof on top of the existing metal roof, per the Contract.

12. When the Respondent started the work on or about July 29, 2016, he found that the plywood under the shingles was water damaged. When he informed the Claimant of the water damage to the plywood, he recommended that the plywood be replaced and offered to resheet the roof with 7/16" SV<sup>3</sup> for an additional \$2,700.00. The Claimant told the Respondent that he did not want him to use that "cheap material," so the Respondent offered to resheet the

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<sup>3</sup> SV is not defined in the record.

roof with 7/16" plywood for \$3,700.00. The Claimant declined to have the plywood replaced because he was not willing to pay the additional cost.

13. The Respondent completed the roof on the Claimant's home and garage on or about September 8, 2016.

14. Sometime after the roof was completed, with screws already placed across the front section of the roof, the Claimant insisted that the Respondent insert foam strips underneath that area of the roof. Although it was not a normal practice, the Respondent fulfilled the Claimant's request, at no extra cost.

15. Around October of 2016, the Claimant noticed that there was some leaking over the screened in porch. The Respondent came out to Claimant's home and applied solar seal to the area of concern.

16. The Respondent's first attempt at fixing the leak over the screened in porch was not successful. However, after a few visits, the Respondent was able to stop the leak over the screened in porch.

17. During the course of the Respondent visiting the home to examine and address the leaking over the screened in porch, the Claimant demanded that the Respondent remove a portion of the metal roof so that the Claimant could examine the rubber roof underneath. The Respondent attempted to explain that he did not want to do this because it would damage the metal roof. However, the Claimant persisted and threatened to sue the Respondent if he did not remove the metal roof. The Respondent then agreed to remove a portion of the metal roof because he did not want to be involved in a lawsuit.

18. After the Respondent removed a portion of the metal roof and then put it back after the Claimant examined the rubber, the Claimant noticed that the area around the main flue began to leak.

19. Removing a portion of the roof after completion and then reinstalling it resulted in some cosmetic damage to the roof, including scratches, dents, and waves in the metal and seams that were not neat.

20. The Claimant called the Respondent on several occasions between approximately November of 2016 and April 2017, to complain that there was leaking around the flue. Each time the Respondent came to the home and attempted to fix the problem.

21. The leaking in the roof was isolated to approximately a four-foot by four-foot area of the roof.

22. While visiting the Claimant's home to address the leaking around the flue in April of 2017, the Respondent told the Claimant that if the leak continued after that visit, he would order new flashing and then return to the home to grind down the masonry and install the new flashing.

23. After the problem with the leak continued, the Respondent purchased new flashing and scheduled a time to come to the Claimant's home to replace the flashing. The Respondent and his crew were at the Claimant's home with all of the necessary equipment and materials. The Respondent's crew was on the Claimant's roof prepared to work, but the Respondent wanted to first search for the leak by spraying water on the roof with a garden hose, so that he could avoid removing the flashing if the flashing was not the issue. As the Respondent was about to turn on the garden hose to search for the source of the leak, the Claimant stopped

the Respondent and told him to go home, stating that he would have a friend take care of the issue.

24. On November 3, 2017, the Claimant contracted with All Superior Roofing, a licensed contractor, to replace the entire roof on the home with a shingled roof for \$16,583.00. He did not have the garage roof replaced.

25. The Claimant is not related to the Respondent, is not an officer or employee of the Respondent, and is not related to an officer or employee of the Respondent.

26. The Claimant has not filed any other claims related to the Respondent's work

## DISCUSSION

### APPLICABLE LAW

The Maryland General Assembly created the Fund to provide an available pool of money from which homeowners could seek relief for losses sustained at the hands of incompetent or unscrupulous home improvement contractors. Md. Code Ann., Bus. Reg. §§ 8-401 to 8-411. A homeowner is authorized to “recover compensation from the Fund for an actual loss that results from an act or omission by a licensed contractor . . . .” *Id.* § 8-405(a); *see also* COMAR 09.08.03.03B(2). The governing statute defines “actual loss” as “the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401.

At a hearing on a claim, 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 something by a “preponderance of the evidence” means “to prove that something is more likely so than not so[,]” when all of the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16

(2002). For the reasons explained below, I find that the Claimant has not proven eligibility for compensation.

#### **STATUTORY ELIGIBILITY**

The home improvement work was performed on the Claimant's residence in Maryland. The Claimant is not a relative, employee, officer, or partner of the Respondent, and he is not related to any of the Respondent's employees, officers, or partners. The Contract between the Claimant and the Respondent does not contain a binding arbitration provision. The Claimant timely filed his claim with the MHIC on September 5, 2019 and has not taken any other legal action to recover monies. However, as discussed more fully below, there is insufficient evidence that the home improvement was unworkmanlike, inadequate, or incomplete and furthermore, the Claimant rejected good faith efforts by the Respondent to resolve the claim. Bus. Reg. §§ 8-101(g)(3)(i), 8-405(c), (d), (f), and (g), 8-408(b)(1) (2015 & Supp. 2020).

#### **THE MERITS OF THIS CASE**

*The Claimant has not established that the Respondent performed unworkmanlike, inadequate, or incomplete home improvement work.*

The Respondent was a licensed home improvement contractor when he entered into the Contract with the Claimant on July 21, 2016. The Respondent completed the work under the contract on or about September 8, 2016.

First, the Claimant alleges that the Respondent was supposed to remove the existing rubber roof from the house before installing the metal G-rib roof. However, as the Respondent testified, the Contract did not provide for removal of the roof. In fact, the Contract states that the Respondent was to "build up the flat rubber roof section," which implies that he was going to build over the rubber roof. Further, the Contract specifically states that the work included

tearing off a double layer of shingles—I find it highly unlikely that the Contract would explicitly state that the Respondent was to remove a double layer of shingles, but not state that he was to remove the existing rubber roof if that was truly part of the agreement.

The Claimant further alleges that the Respondent’s roofing was inadequate or unworkmanlike. The Claimant presented photos of the roof on his home, showing that there were many cosmetic issues, such as dents, waves, and scratches on the metal roofing in 2017 and/or 2018, after the Respondent’s last visit to the home. The photos also showed that the seams were not perfectly aligned. The Claimant did not present any evidence of how the roof looked after the Respondent completed the work and before the Claimant insisted that the Respondent remove a section of the metal roof so that the Claimant could inspect the rubber underneath. Nor did the Claimant establish the specific cause of the leaking around the flue or that replacement of the entire roof was necessary to correct the issue.

The Respondent testified that when he completed the job originally, the roof appeared nice and neat. He asserts that the issues the Claimant identified with the appearance of the roof were primarily due to the Respondent performing the work in the manner the Claimant demanded and making changes to the roof after it was completed, even when the Respondent stated that a particular action was not recommended. As an example, the Respondent testified that when the roof was completed with screws already across the front section, the Claimant insisted on having foam strips placed in that area. He said that foam strips are not usually installed unless it is where the metal meets metal, but the Claimant was worried about not having the overhang of a normal house. The Respondent complied with the Claimant’s wishes and He bought foam strip, which he installed free of charge. However, installing the foam strip after the installation of the roof was complete resulted in some parts of the roof “sticking up a little.”

The Respondent further testified that after the Claimant informed him of the initial leak that occurred over the screened in porch, he was able to correct that leak. He also stated that the leaking around the main flue only occurred after the Claimant insisted that the Respondent remove a section of the metal roof and then reinstall it. The Respondent testified that he explained to the Claimant how difficult it would be to remove the metal roofing without scratching the metal or damaging the rib, but the Claimant persisted in his demands. The Respondent said that he only did what the Claimant asked because the Claimant threatened to sue him if he did not. The Respondent further explained that the butyl tape used on the seams of the roof seals the pieces of metal together, adding to the difficulty of removing the roof and reinstalling it. The Respondent had to slide sheets of metal beneath one another and some of the sheets did not seal up as good as others, resulting in a bit of a sloppy appearance in places.

Additionally, the Respondent stated that there were other issues with the roof that the Claimant identified during the hearing that he never brought to the Respondent's attention, such as rippling at one corner of the roof. The Respondent stated that the house might be a little out of square and if he had been made aware of the issue, he could have made adjustments. The Respondent was also unaware of the areas of the roof the Claimant identified as having a somewhat rough cut. The Respondent said that this was also an issue he could have easily fixed, had he known it existed. He also asserted that there was an apparent dip in the roof was due to structural issues with the house.

The Respondent said that every time the Claimant called him about an issue, he went to the Claimant's house to try to resolve it, but on his last visit around April of 2017, the Claimant stopped him and his crew from beginning the work, after three men had already positioned

themselves on the roof and the Respondent was about to turn on a garden hose to find the source of the leak.

The Fund argued, and I agree, that there is insufficient evidence to establish that Respondent performed unworkmanlike or inadequate home improvements. Although there were some apparent cosmetic issues, such as some uneven seams and rough edges, there is no evidence in the record to establish that those issues were not within the prevailing standards for installation of a roof of this type. Further, the credible evidence in the record establishes that many, if not all, of the issues with the appearance of the roof, were due to the Respondent having made changes to the roof upon the Claimant's insistence, after having explained to the Claimant that his desired changes might result in problems with the roof's appearance. It would be unjust to hold the Respondent accountable for the cosmetic issues with the roof, when it is more likely than not that they are a direct result of him performing work as instructed by the Claimant, after he warned the Claimant that such issues might arise. There is also insufficient evidence in the record to establish what the reason was for the leaking around the flue, and that it was the result of the Respondent's work, rather than a structural issue with the home.

Based on the foregoing, I find that the Claimant has failed to establish that the Respondent performed unworkmanlike, inadequate, or incomplete home improvements. Therefore, the Claimant is not eligible for compensation from the Fund.

*The Claimant rejected good faith efforts by the Respondent to resolve the claim.*

Even if the Respondent's work was either unworkmanlike or inadequate, the evidence in this case establishes that there is an additional impediment barring the Claimant from recovering from the Fund. Section 8-405 of the Business Regulations Article of the Maryland Code provides that "[t]he Commission may deny a claim if the Commission finds that the claimant



unreasonably rejected good faith efforts by the contractor to resolve the claim.” Bus. Reg. § 8-405(d) (2015 & Supp. 2020). The Fund also argued, and I agree, that the Claimant unreasonably rejected the Respondent’s good faith efforts to resolve the Claim.

The Respondent’s good faith is evident in the fact that he arrived at the Claimant’s home around April of 2017, fully equipped to reflash the flue. That day, the Claimant stopped the Respondent from working to correct the issue, just as he and his crew were about to begin working, stating that he would have a friend perform the work instead. It is wholly unreasonable to agree to allow the Respondent to perform further work to address the issue and then instruct him not to do so after he has already come to the home fully equipped to reflash the flue and already has his crew on the roof.

Based on the foregoing, I find that the Claimant unreasonably rejected good faith efforts on the part of the Respondent to resolve the claims related to the home improvement work. Accordingly, the Claimant is not entitled to compensation from the Fund. Bus. Reg. § 8-405(d) (2015 & Supp. 2020).

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

Based upon the foregoing Proposed Findings of Fact and Discussion, I conclude, as a matter of law, that the Claimant failed to establish that the Respondent performed an unworkmanlike, inadequate, or incomplete home improvement, resulting in an actual and compensable loss as a result of the Respondent's acts and omissions. I also conclude that the Claimant is not entitled to reimbursement from the Fund for the Respondent’s work because he unreasonably rejected good faith efforts by the Respondent to resolve the Claim. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2020); COMAR 09.08.03.03B(2).

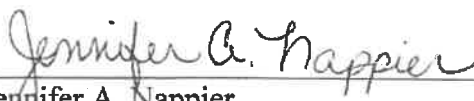
**RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund deny the Claimant's claim; and

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

April 19, 2021  
Date Decision Issued

  
Jennifer A. Nappier  
Administrative Law Judge

JAN/cj  
#191654

**PROPOSED ORDER**

***WHEREFORE, this 21<sup>st</sup> day of June, 2021, 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***