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| <p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF TONY CORBETT,</b></p> <p><b>CLAIMANT</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED ACTS OR</b></p> <p><b>OMISSIONS OF CARLOS LOPEZ,</b></p> <p><b>T/A GRAND DESIGN, LLC,</b></p> <p><b>RESPONDENT</b></p> | <p>* <b>BEFORE TAMEIKA LUNN-EXINOR,</b></p> <p>* <b>AN ADMINISTRATIVE LAW JUDGE</b></p> <p>* <b>OF THE MARYLAND OFFICE</b></p> <p>* <b>OF ADMINISTRATIVE HEARINGS</b></p> <p>*</p> <p>*</p> <p>*</p> <p>* <b>OAH No.: LABOR-HIC-02-21-01365</b></p> <p>* <b>MHIC No.: 20 (90) 158</b></p> |
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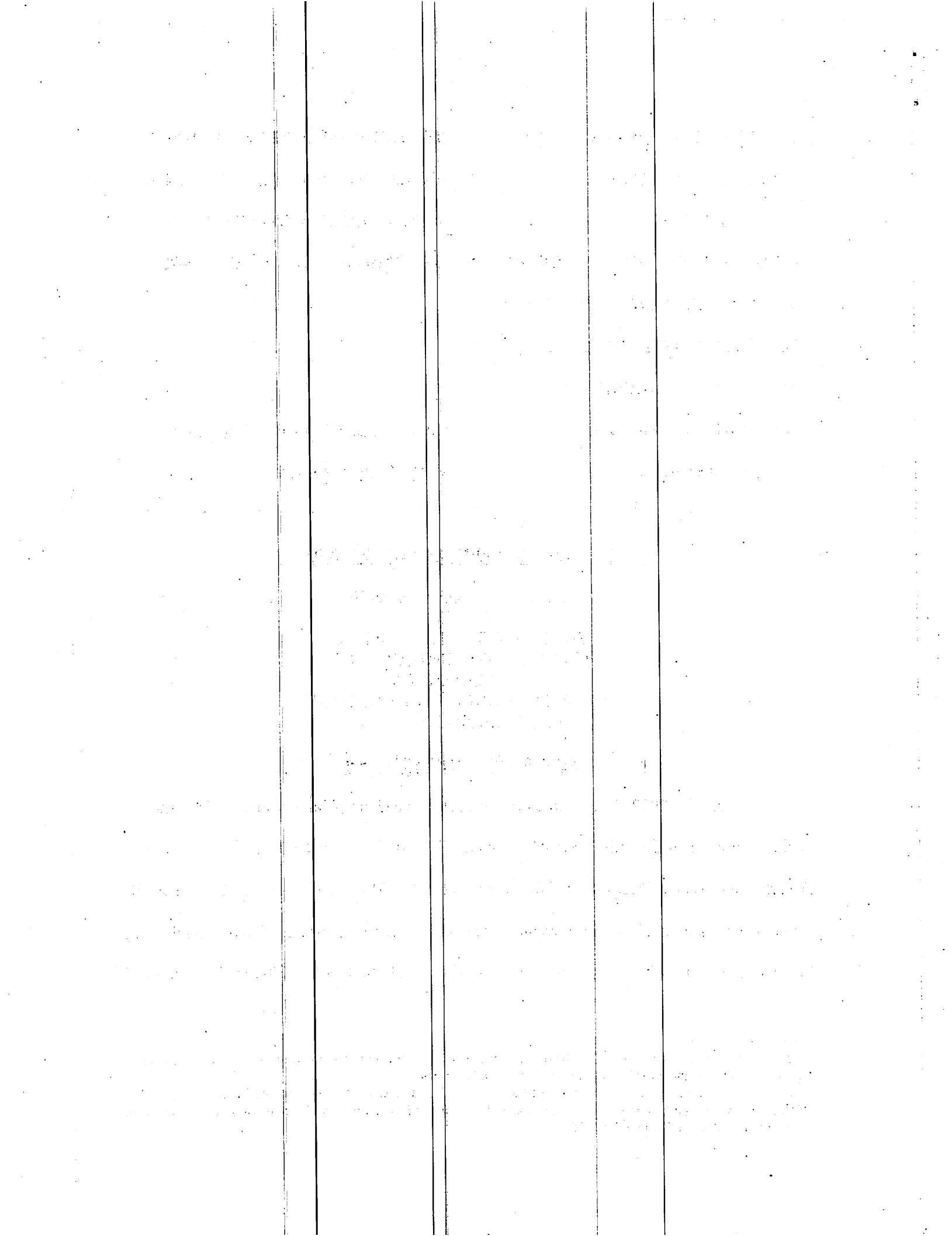
**CORRECTED<sup>1</sup> PROPOSED DECISION**

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 June 24, 2020, Tony Corbett (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department),<sup>2</sup> for reimbursement of \$19,542.38 in actual losses allegedly suffered as a result of a home improvement contract with Carlos Lopez, trading as Grand Design, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).<sup>3</sup> On January 13,

<sup>1</sup> I found an actual loss of \$18,049.07. The original decision was issued with the incorrect actual loss amount on page 11. I corrected the error in this Corrected Proposed Decision.  
<sup>2</sup> On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the Department of Labor.  
<sup>3</sup> Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.



2021, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on March 16, 2021 using the Webex platform. Bus. Reg.

§§ 8-407(a), 8-312. John Hart, 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); [COMAR/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:

Clmt. Ex. 1 - Claimant Letter, dated October 8, 2019

Clmt. Ex. 2 - Claimant Letter, dated March 15, 2021

Clmt. Ex. 3 - Contract between Claimant and Respondent, dated April 26, 2019

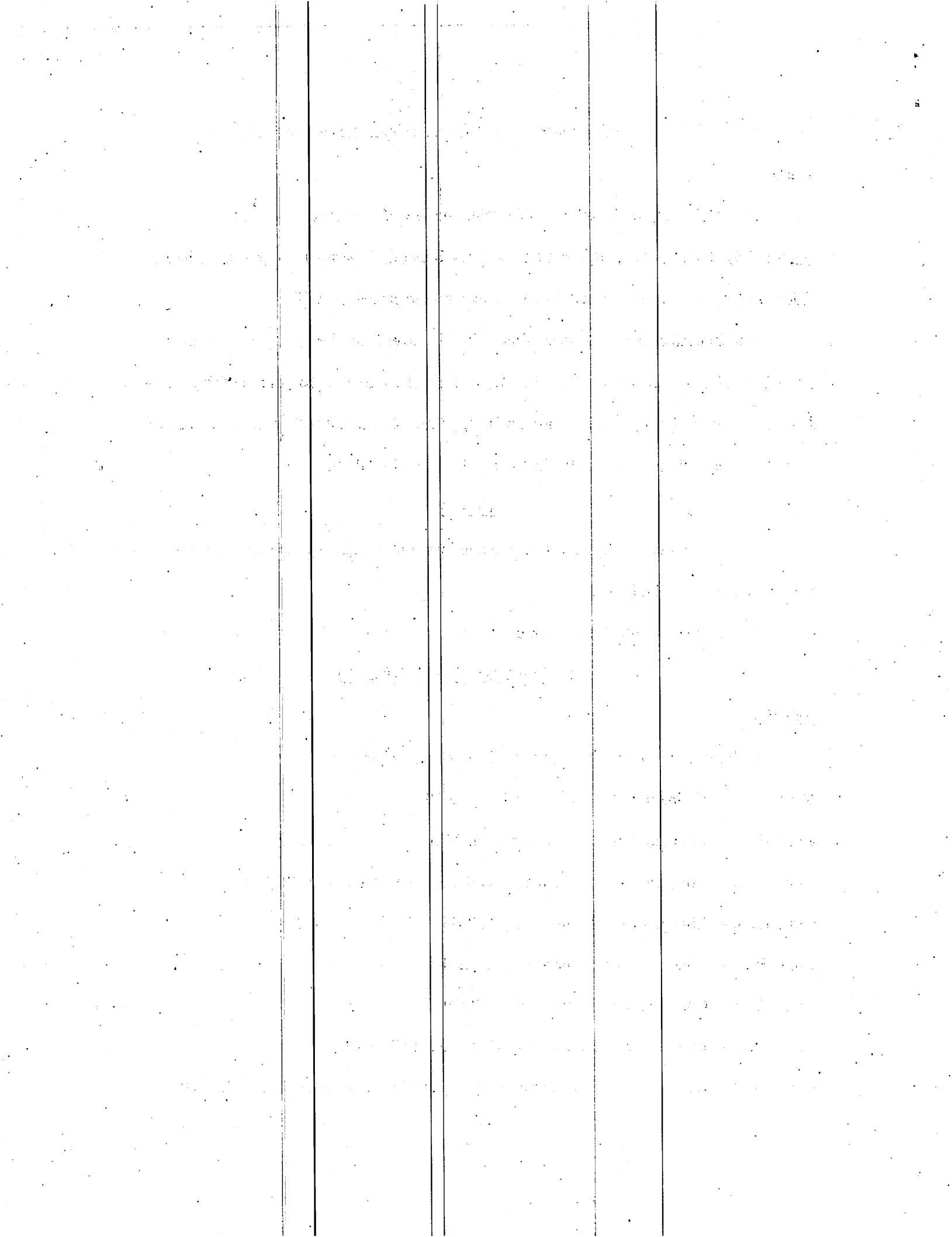
Clmt. Ex. 4 - Change Order #1, dated May 6, 2019

Clmt. Ex. 5 - Change Order #2, dated May 20, 2019

Clmt. Ex. 6 - Change Order #3, dated July 5, 2019

Clmt. Ex. 7 - Impasse Log from Respondent, dated July 8, 2019

Clmt. Ex. 8 - Home Improvement Commission Complaint Form, dated August 5, 2019



**Clmt. Ex. 9 - American Arbitration Association-Construction Industry Arbitration Tribunal, Award of Arbitrator, dated June 16, 2020, with Invoice/Statement and Check showing arbitration costs**

**Clmt. Ex. 10 - Home Improvement Claim Form, signed June 19, 2020**

**Clmt. Ex. 11 - Photos of the front deck stairs, taken July 2019**

**Clmt. Ex. 12 - Photos of front deck, taken July 2019**

**Clmt. Ex. 13 - Photos of back deck canopy rook, taken February 2021**

**Clmt. Ex. 14 - Photos of back deck grill area, taken March 2020 and February 2021**

**Clmt. Ex. 15 - Photos of back deck pickets, taken February 2021**

**Clmt. Ex. 16 - Photos of back deck stairs, taken Summer 2020 and February 2021**

**Clmt. Ex. 17 - Photos of back deck workmanship, taken July 2019 and February 2021**

**Clmt. Ex. 18 - Estimated Costs for Repairs, undated**

**Clmt. Ex. 19 - Proposal from Master Home Services, LLC, undated**

**Respondent did not submit any exhibits for admission**

**I admitted the following exhibit(s) on the Fund's behalf:**

**Fund Ex. 1 - Revised Scheduling Email from OAH, dated March 3, 2021**

**Fund Ex. 2 - Notice of Hearing, dated January 29, 2021**

**Fund Ex. 3 - Hearing Order, dated January 7, 2021**

**Fund Ex. 4 - Letter from MHIC to Respondent enclosing Complaint Form, dated July 7, 2020**

**Fund Ex. 5 - Letter from MHIC to Claimant, dated August 6, 2020**

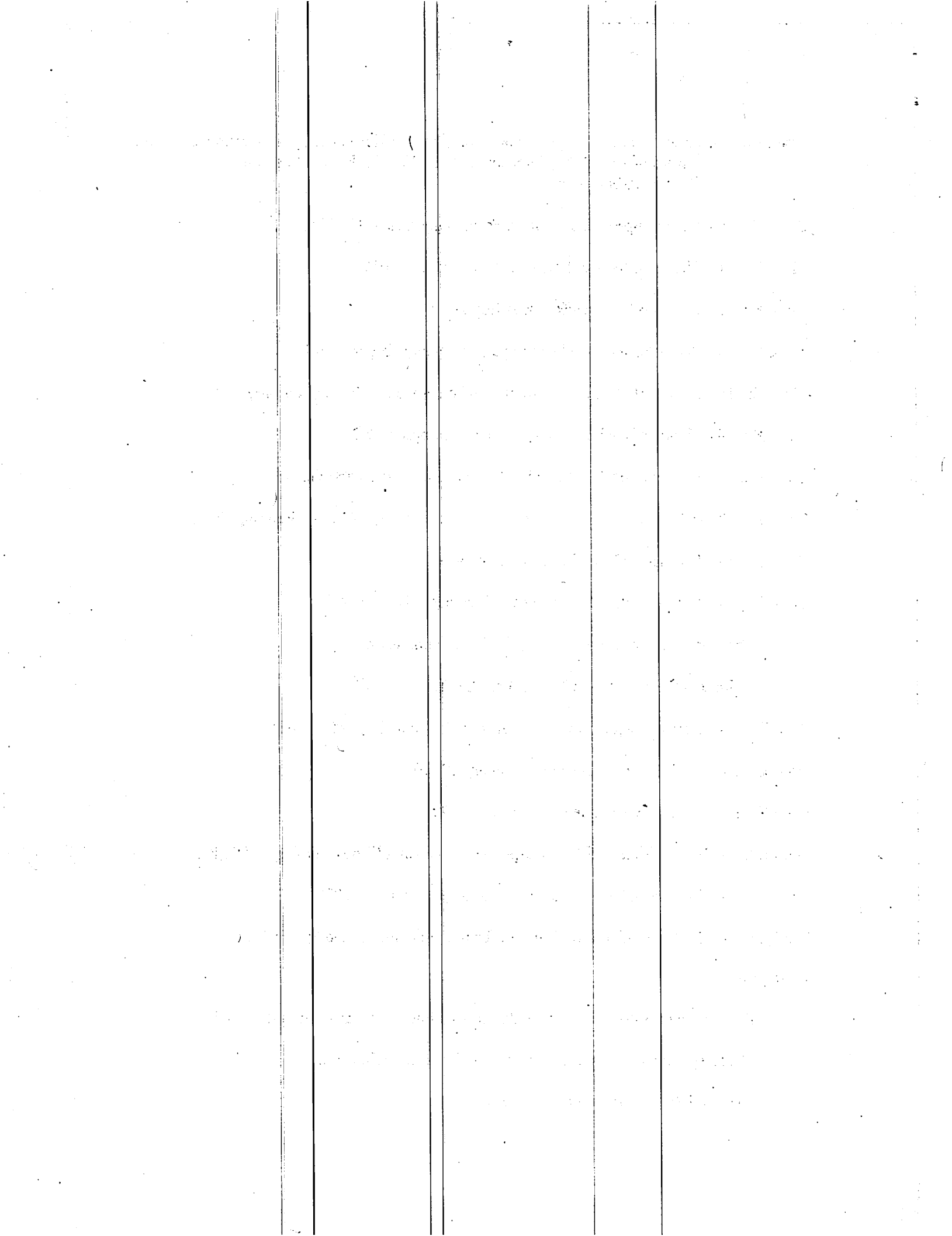
**Fund Ex. 6 - MHIC Registration Printout for Respondent, printed March 3, 2021**

**Testimony**

**The Claimant testified and presented the testimony of Carol Corbett, his wife.**

**The Respondent testified and did not present other witnesses.**

**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 01-102162.
2. On April 26, 2019, the Claimant and the Respondent entered into a contract to renovate two decks, reroute electrical outlets and switches, remove and relocate gutters and downspouts, install a new roof overhang above back deck, and clean up and haul away all debris. (Contract). The Contract stated that work would begin on or before April 31, 2019<sup>4</sup> and would be completed by May 31, 2019.
3. The original agreed-upon Contract price was \$34,748.79.
4. There were two fully executed change orders for the project:
  - Change Order #1 – install a third 6 x 6 header post for new roofline, signed by both parties on May 6, 2019. The cost was \$288.62. The contract price increased from \$34,748.79 to \$35,037.41.
  - Change Order #2 – install new roof over section of back deck, rough in and install two new lights for back deck, and add ten days to job completion. The change order was signed by both parties on May 20, 2019. The cost was \$250.00. The contract price increased from \$35,037.41 to \$35,287.41.
5. On July 5, 2019, the Respondent left a third Change Order at the Claimant's home for his signature. The Change Order stated as follows:

- Client shall willfully acknowledge and commit to the following changes:
  - No longer question, contradict, or harass contractor on the job, on personal time or after job is completed.
  - Re-route air conditioning condensation lines as contractor sees fit; not homeowner.
  - Install new gutter/downspouts as contractor sees fit, not homeowner.
  - Guarantee payment of final contract draw to contractor regardless of condition of job termination.

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<sup>4</sup> The Contract uses this date although there are only 30 days in April.

| Case No. | Name          | Address          | City        | State |
|----------|---------------|------------------|-------------|-------|
| 101      | John Doe      | 123 Main St      | Springfield | Ill   |
| 102      | Jane Smith    | 456 Elm St       | Chicago     | Ill   |
| 103      | Bob Johnson   | 789 Oak St       | Peoria      | Ill   |
| 104      | Alice Brown   | 101 Pine St      | Rockford    | Ill   |
| 105      | Charlie White | 202 Maple St     | Decatur     | Ill   |
| 106      | David Green   | 303 Birch St     | Quincy      | Ill   |
| 107      | Eve Black     | 404 Cedar St     | Normal      | Ill   |
| 108      | Frank Gray    | 505 Spruce St    | Macomb      | Ill   |
| 109      | Grace Pink    | 606 Willow St    | East Peoria | Ill   |
| 110      | Henry Blue    | 707 Poplar St    | Shelburne   | Ill   |
| 111      | Irene Yellow  | 808 Sycamore St  | Monticello  | Ill   |
| 112      | Jack Purple   | 909 Chestnut St  | Marion      | Ill   |
| 113      | Karen Orange  | 1010 Walnut St   | Keokuk      | Ill   |
| 114      | Leo Silver    | 1011 Hickory St  | Hannibal    | Ill   |
| 115      | Mary Gold     | 1012 Dogwood St  | Waverly     | Ill   |
| 116      | Ned Bronze    | 1013 Magnolia St | East Moline | Ill   |
| 117      | Oliver Copper | 1014 Redwood St  | East Peoria | Ill   |
| 118      | Patsy Iron    | 1015 Cypress St  | Shelburne   | Ill   |
| 119      | Ray Steel     | 1016 Juniper St  | Marion      | Ill   |
| 120      | Sally Tin     | 1017 Fir St      | Keokuk      | Ill   |



The cost for this change order was \$3,000.00. If this change order were executed, the contract price would increase from \$35,287.41 to \$38,287.41.

6. The Claimant did not sign the third change order.
7. On July 5, 2019, the Respondent left the job site and never returned.
8. During the course of the project, the Claimant paid the Respondent \$24,862.48.<sup>5</sup>
9. The Respondent left the project incomplete: The front porch was unfinished with no access to the Claimant's home as there were no stairs.
10. The Respondent also performed unworkmanlike and inadequate work: There are leaks in the back deck and canopy roof. The back deck grill area is not level. The picket railings on the back deck are installed incorrectly and move. The back deck stairs are unlevel with no footer. The second back stairs are improperly installed. The back deck carpentry is unprofessional and sloppy. The back deck counter is unlevel. There is no access panel for the hose on the back deck. The electrical wiring was run across the ceiling rafters.
11. The Claimant received an estimate from Master Home Services, LLC, to make the necessary repairs to the property and the amount of the estimate was \$28,314.00.
12. The Claimant's estimate to repair the work performed by the Respondent is \$31,400.00.
13. The Contract has an arbitration clause. The Claimant completed arbitration and on June 16, 2020 was awarded \$19,524.38.<sup>6</sup> The arbitrator found that the Respondent completed 85% of the scope of work but that 65% of the work performed needed to be corrected or

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<sup>5</sup> The Claimant made the following payments: \$13,899.52 at Contract signing, \$10,424.64 after the framing of the roof line and \$538.32 for change orders #1 and #2.

<sup>6</sup> It is important to note that the arbitration award of \$19,524.38 was reviewed by the Guaranty Fund but could not be accepted because the arbitrator did not use the term "actual loss" to describe the Claimant's damages. Therefore, this matter was scheduled for a hearing.

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replaced. The Arbitrator determined that the Respondent's work was "not completed in a workman-like manner and was defective." (Clmt. Ex. 9)

14. As of the date of this hearing, Claimant has not had the work redone or repaired by another contractor.

15. As of the date of the hearing, Claimant has not received any money from the Respondent.

16. The Claimant completed his front deck himself and the cost of the additional deck boards was \$160.00.

### 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).

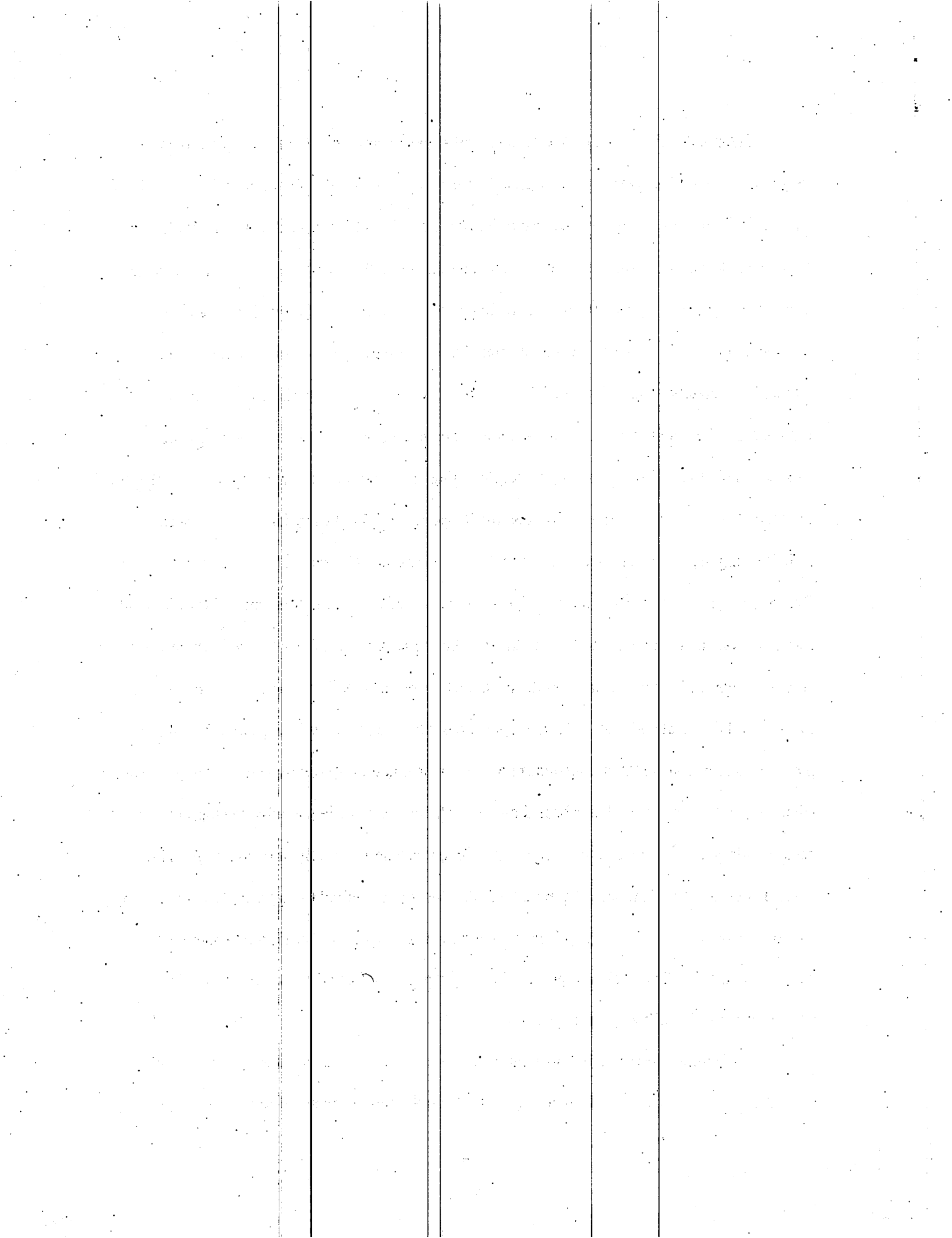
An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor . . . ." Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed 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. 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 in April 2019. The Respondent performed unworkmanlike, inadequate, or incomplete home improvements.



Claimant testified that he and Respondent signed a contract for home improvement work on April 26, 2019. The price of the original contract was \$34,749.79. Claimant stated that all of the supplies for the work were delivered to his home and he was surprised to see the Respondent was the only worker for the job. The Claimant testified that the job was too large for a one-man crew. Claimant stated that there were two change orders for the project that increased the contract amount to \$35,287.41. Claimant stated there were problems with the Respondent almost immediately. Claimant stated that the Respondent was a very agitated and angry man and did not like when the Claimant asked questions. His neighbors complained that the Respondent was extremely loud while working with loud arguing and cursing. As for the work performed by the Respondent, the Claimant testified that the Respondent did not complete the front deck or stairs leaving the Claimant no access to the front of his home. Claimant also stated that the Respondent did not haul away debris. The Claimant testified that the Respondent's work on his rear deck was inadequate due to leaking that started in the summer of 2019. The back deck grill area is unlevel and the picket rails on the back deck were installed improperly and move when touched. Claimant stated that the new stairs were not level and are without proper footings in place. Claimant testified that a second set of stairs was poured improperly and are "ugly." The Claimant stated that the work performed on the back deck was inadequate due to sloppily laid deck boards, surface mounted screw holes, no hidden fasteners, uneven carpentry edges, and an unlevel counter. The Claimant also noted that the Respondent failed to make an access panel for the hose on the back deck and ran electrical wiring across the rafters, rather than under or through the rafters. The Claimant provided photographic proof of all of the issues he raised in his complaint and testified to in the hearing.

The Claimant testified that his relationship with the Respondent ended on July 5, 2019 when the Claimant received a third change order from the Respondent and refused to sign it.



Claimant stated that the language of the changed order was strange. In the change order, the Respondent asked that the Claimant agree not to contact him, ask any questions, or present his opinion on how the work should be performed.. The Respondent also asked the Claimant to agree to pay the Contract price in full no matter the reason for the termination of the Contract. Claimant stated that after the Respondent left the third change order, he never returned to the property. The Claimant got an estimate to repair and replace the Respondent's work from Master Home Service, LLC in the amount of \$28,314.00. Claimant testified that he has not had the work completed. The Claimant's wife, Carol Corbett, testified that the Respondent was very angry, demeaning and degrading throughout the entire process. Claimant stated that he has lived with the inability to access his front door since 2019 and this matter has caused him and his wife a great deal of stress.

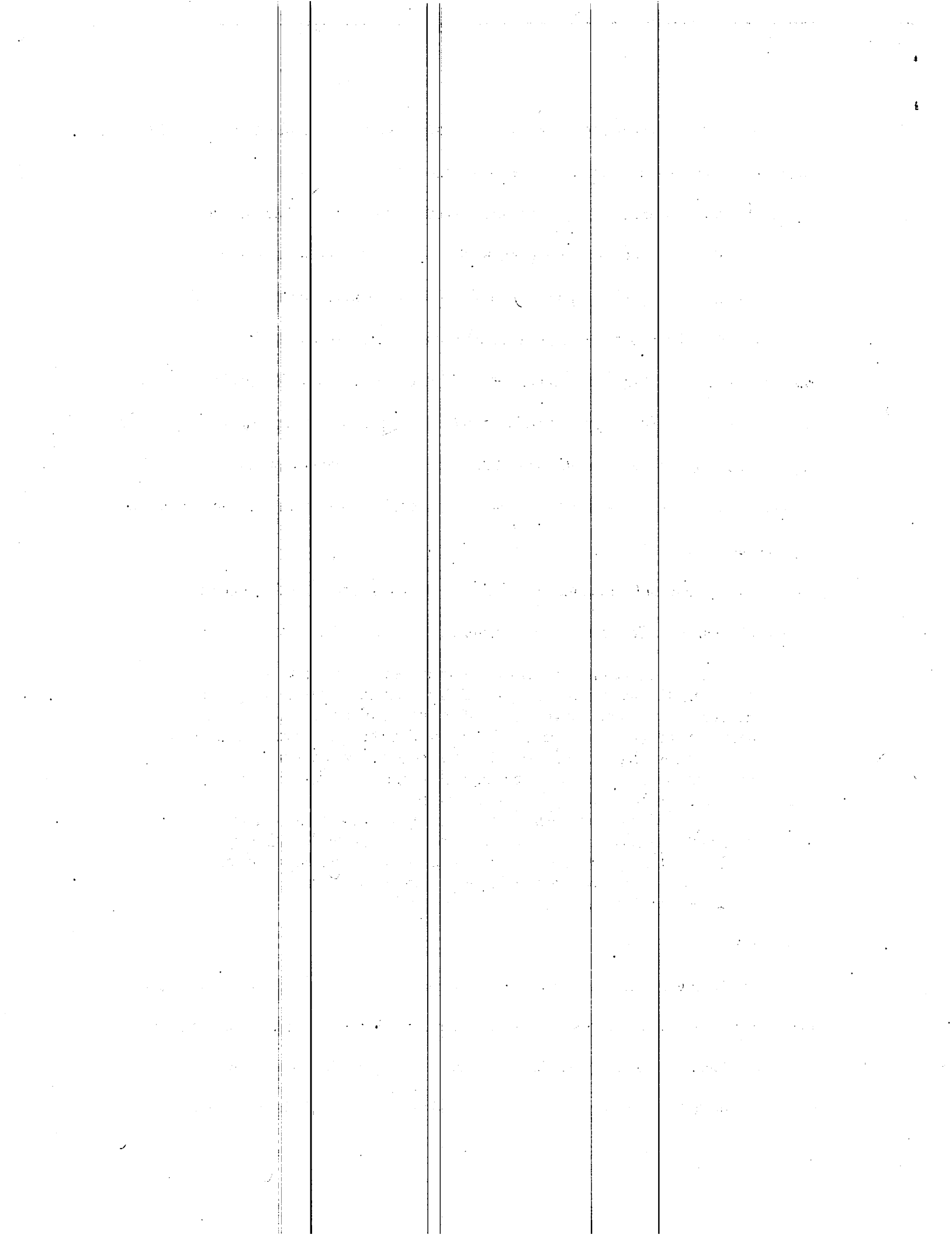
The Respondent testified that he quit the job at the Claimant's residence because the Claimant breached the Contract Article 5, sections 11 and 12 which reads as follows:

11. In the event owner and contractor reach an impasse of disagreement in the project, for whatever reason, contractor has authority to cease and terminate all work, started or not, without breach of contract, and retain all funds received up to said impasse. Communication between contractor and owner shall cease and a letter of impasse will be mailed to the owner. Furthermore, contract and all guarantees made herein, will become null and void. Contractor will be responsible for determining said impasse.

12. In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease and terminate all work, without breach of contract, pending payment or resolution of any dispute. Contractor shall retain all funds received up to impasse. Furthermore, contract, and all guarantees made herein, will become null and void.

Clmt. Ex. 3.

The Respondent stated that when the Claimant refused to sign the third change order on July 5, 2019, he mailed an impasse letter to the Claimant and ceased work under the contract. He explained that the third change order was the cost to complete the work and the rules he required to finish the work. The Respondent testified that he has been in business for ten years





and has handled larger jobs as a one-man crew. He stated that the Claimant's sunroom was off square so all of the work was crooked. The Respondent stated that he felt like no matter what he did, he could not make the Claimant and his wife happy. The Respondent testified on cross-examination that he forgot to pull a permit for the project and that he did not complete the job.

Based on the evidence, I find that the Respondent performed an incomplete, unworkmanlike and inadequate home improvement. The Claimant's testimony regarding the work performed by the Respondent was credible because it was well supported by his photographic evidence. The Respondent was unable to provide any information to refute the Claimant's photographic evidence in this matter. There is no dispute between the parties that the Claimant paid the Respondent a total of \$24,862.48. There is also no dispute that the work was incomplete. The photos of the front deck show that it is missing deck boards and no stairs, debris left under the deck. The pictures of the back deck demonstrate inadequate gutters on the new gazebo roof addition, water damage from leaks in the canopy, inappropriate use of plywood as supports, unlevel rails on the deck, unlevel stairs, visible fasteners in the decking, uneven, improperly cut carpentry work, and an unlevel counter on the deck. This is all evidence of an inadequate or unworkmanlike home improvement performed by the Respondent. 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). 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 intends to retain other contractors 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 Respondent \$24,862.48. The cost for Master Home Service to complete and repair the Respondent's work is \$28,314.00, and the Claimant spent \$160.00 on additional floor boards to complete the front deck. If I add the amount paid to the Respondent, the amount to complete the work, and the additional monies spent by the Claimant, the total is \$53,336.48. The original contract amount is \$34,748.79. The cost of the two executed change order totals \$538.62 so the total contract amount is \$35,287.41. When you subtract \$35,287.41 from \$53,336.48, the actual loss is \$18,049.07.

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 is less than the amount paid to the Respondent and less than \$20,000.00. Therefore, the Claimant is entitled to recover his actual loss of \$18,049.07.



**PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$18,049.07 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 \$18,049.07 from the Fund. Bus. Reg. § 8-405(e)(1), (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 \$18,049.07; 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>7</sup> and

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

August 31, 2021  
Date Corrected Decision Issued

TLE/da  
#194035

*Tameika Lunn-Exinor*  
\_\_\_\_\_  
Tameika Lunn-Exinor  
Administrative Law Judge

<sup>7</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

| 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          | 787.87          | 823.53          | 857.14          | 888.89          | 918.18          | 945.95          | 972.22          | 1,000.00        | 1,027.78        | 1,055.56        | 1,083.33        | 1,111.11        | 1,138.89        | 1,166.67        | 1,194.44        | 1,222.22        | 1,250.00        | 1,277.78        | 1,305.56        | 1,333.33        | 1,361.11        | 1,388.89        | 1,416.67        | 1,444.44        | 1,472.22        | 1,500.00        | 1,527.78        | 1,555.56        | 1,583.33        | 1,611.11        | 1,638.89        | 1,666.67        | 1,694.44        | 1,722.22        | 1,750.00        | 1,777.78        | 1,805.56        | 1,833.33        | 1,861.11        | 1,888.89        | 1,916.67        | 1,944.44        | 1,972.22        | 2,000.00        | 2,027.78        | 2,055.56        | 2,083.33        | 2,111.11        | 2,138.89        | 2,166.67        | 2,194.44        | 2,222.22        | 2,250.00        | 2,277.78        | 2,305.56        | 2,333.33        | 2,361.11        | 2,388.89        | 2,416.67        | 2,444.44        | 2,472.22        | 2,500.00        | 2,527.78        | 2,555.56        | 2,583.33        | 2,611.11        | 2,638.89        | 2,666.67        | 2,694.44        | 2,722.22        | 2,750.00        | 2,777.78        | 2,805.56        | 2,833.33        | 2,861.11        | 2,888.89        | 2,916.67        | 2,944.44        | 2,972.22        | 3,000.00        | 3,027.78        | 3,055.56        | 3,083.33        | 3,111.11        | 3,138.89        | 3,166.67        | 3,194.44        | 3,222.22          | 3,250.00    | 3,277.78    | 3,305.56    | 3,333.33    | 3,361.11    | 3,388.89    | 3,416.67    | 3,444.44    | 3,472.22    | 3,500.00    | 3,527.78    | 3,555.56    | 3,583.33    | 3,611.11    | 3,638.89    | 3,666.67    | 3,694.44    | 3,722.22    | 3,750.00    | 3,777.78    | 3,805.56    | 3,833.33    | 3,861.11    | 3,888.89    | 3,916.67    | 3,944.44    | 3,972.22    | 4,000.00    |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |               |

**PROPOSED ORDER**

***WHEREFORE, this 4<sup>th</sup> day of November, 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.***

***Michael Newton***

***Michael Newton***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***

