

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF MATTHEW KUSTERER,</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 JEROD WILKS,</b></p> <p><b>T/A PRECISION POOLS, LLC,</b></p> <p><b>RESPONDENT</b></p>	<p>* <b>BEFORE LEIGH WALDER,</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-02-21-09688</b></p> <p>* <b>MHIC No.: 20 (05) 682</b></p>
---	--

\* \* \* \* \*

**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 February 24, 2020, Matthew Kusterer (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 \$15,973.00 in actual losses allegedly suffered as a result of a home improvement contract with Jerod Wilks, trading as Precision Pools, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).<sup>1</sup>

---

<sup>1</sup> All references to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Furthermore, it is noted that the records should be kept for a minimum of five years. This is a standard requirement for most businesses to comply with tax regulations. The document also mentions that digital records are preferred over physical ones due to their ease of access and storage.

In addition, the text highlights the need for regular audits. These audits help in identifying any discrepancies or errors in the records. It is suggested that a professional auditor should be engaged for this purpose to ensure objectivity and accuracy.

Finally, the document concludes by stating that maintaining good records is not just a legal obligation but also a business strategy. It helps in analyzing financial trends, making informed decisions, and providing a clear picture of the company's performance to stakeholders.

The second part of the document focuses on the implementation of internal controls. These controls are designed to prevent fraud, reduce errors, and ensure the integrity of the financial data. Key elements of internal controls include segregation of duties, authorization procedures, and regular reconciliations.

It is stressed that these controls should be tailored to the specific needs of the business. For example, a small business might have simpler controls, while a large corporation would have more complex and rigorous ones. The document provides a checklist of essential controls that every business should have in place.

Moreover, the text discusses the role of management in overseeing these controls. Management should ensure that the controls are not only implemented but also continuously monitored and updated. Any changes in the business environment or regulations should prompt a review of the internal control system.

The document also touches upon the importance of training. Employees should be educated about the internal controls and their responsibilities. Regular training sessions can help in reinforcing the control measures and ensuring that everyone is on the same page.

In conclusion, the second part of the document serves as a practical guide for businesses looking to strengthen their internal controls. It provides clear instructions and examples to help businesses implement effective control systems.

The third part of the document addresses the issue of financial reporting. It explains the different types of financial statements and how they are prepared. The primary financial statements are the Balance Sheet, Income Statement, and Cash Flow Statement. Each of these provides a different perspective on the company's financial health.

The document details the accounting principles that govern the preparation of these statements. It covers topics such as the accrual basis of accounting, the matching principle, and the cost principle. Understanding these principles is crucial for ensuring that the financial statements are accurate and reliable.

Additionally, the text discusses the importance of disclosures. Financial statements should include all relevant information that could affect the user's understanding of the company's financial position. This includes details about accounting policies, contingencies, and other significant events.

The document also mentions the role of external auditors in verifying the financial statements. An audit opinion provides assurance to the users of the financial statements that they are free from material misstatements. This is a key factor in building trust and confidence in the company's financial reporting.

Finally, the text concludes by emphasizing that financial reporting is a critical component of a business's financial management. It provides a clear and concise summary of the company's financial performance, which is essential for making strategic decisions and communicating with investors and other stakeholders.

On April 13, 2021, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On June 17, 2021, I held a remote video hearing via Webex. *Id.* §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b). John Hart, Assistant Attorney General, Department, represented the Fund. The Claimant represented himself. The Respondent did not appear for the hearing.

Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. The OAH sent a Notice of Remote Hearing (Notice) through the United States mail to three different addresses on record for the Respondent. COMAR 09.08.03.03A(2); COMAR 28.02.01.05C(1). On May 11, 2021, the OAH mailed one Notice to the Respondent's business address in Forest Hill, Maryland. On May 27, 2021, the OAH mailed a second Notice to the address the MHIC had on record as the Respondent's home address in Joppa, Maryland.<sup>2</sup> Also, on May 27, 2021, the OAH mailed a third Notice to an additional address the MHIC had on record for the Respondent in Bel Air, Maryland. The Notices stated that a hearing was scheduled for June 17, 2021, at 9:30 a.m., on Webex with instructions on how to access the hearing on the Webex platform. The Notices further advised the Respondent that failure to attend the hearing might result in "a decision against you." All Notices were returned to the OAH with the notation "Return to Sender Not Deliverable as Addressed Unable to Forward." The Respondent did not notify the OAH of any change of mailing address. COMAR 28.02.01.03E. The Respondent made no request for postponement prior to the date of the hearing. COMAR 28.02.01.16. After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, and after determining

---

<sup>2</sup> As of June 15, 2021, this mailing address was also the Respondent's address of record kept on file with the Maryland Motor Vehicle Administration.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

2. The second section outlines the procedures for handling discrepancies between the recorded amounts and the actual cash received. It states that any such variance should be investigated immediately and reported to the appropriate authority.

3. The third part of the document details the process for reconciling the accounts at the end of each month. It requires that the total amount recorded in the books must match the total amount shown on the bank statements.

4. The fourth section discusses the role of the internal audit department in monitoring the financial records. It notes that the audit team should conduct regular reviews to identify any potential areas of concern or fraud.

5. The fifth part of the document describes the process for archiving financial records. It specifies that all records should be stored in a secure, fireproof location and retained for a minimum of seven years.

6. The sixth section outlines the responsibilities of the finance department in ensuring that all financial data is entered into the system accurately and in a timely manner.

7. The seventh part of the document discusses the importance of maintaining up-to-date financial statements. It states that these statements should be prepared and reviewed by the board of directors on a regular basis.

8. The eighth section of the document describes the process for handling any changes to the financial reporting requirements. It notes that any such changes should be implemented only after thorough consultation with the relevant regulatory bodies.

9. The ninth part of the document discusses the importance of maintaining accurate records of all financial transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

10. The tenth and final section of the document outlines the overall goals and objectives of the financial reporting process. It states that the primary goal is to provide accurate and reliable information to the stakeholders of the organization.

that the Respondent received proper notice, I proceeded with the hearing. COMAR 28.02.01.05A, C.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2020); COMAR 09.01.03; and COMAR 28.02.01.

### 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

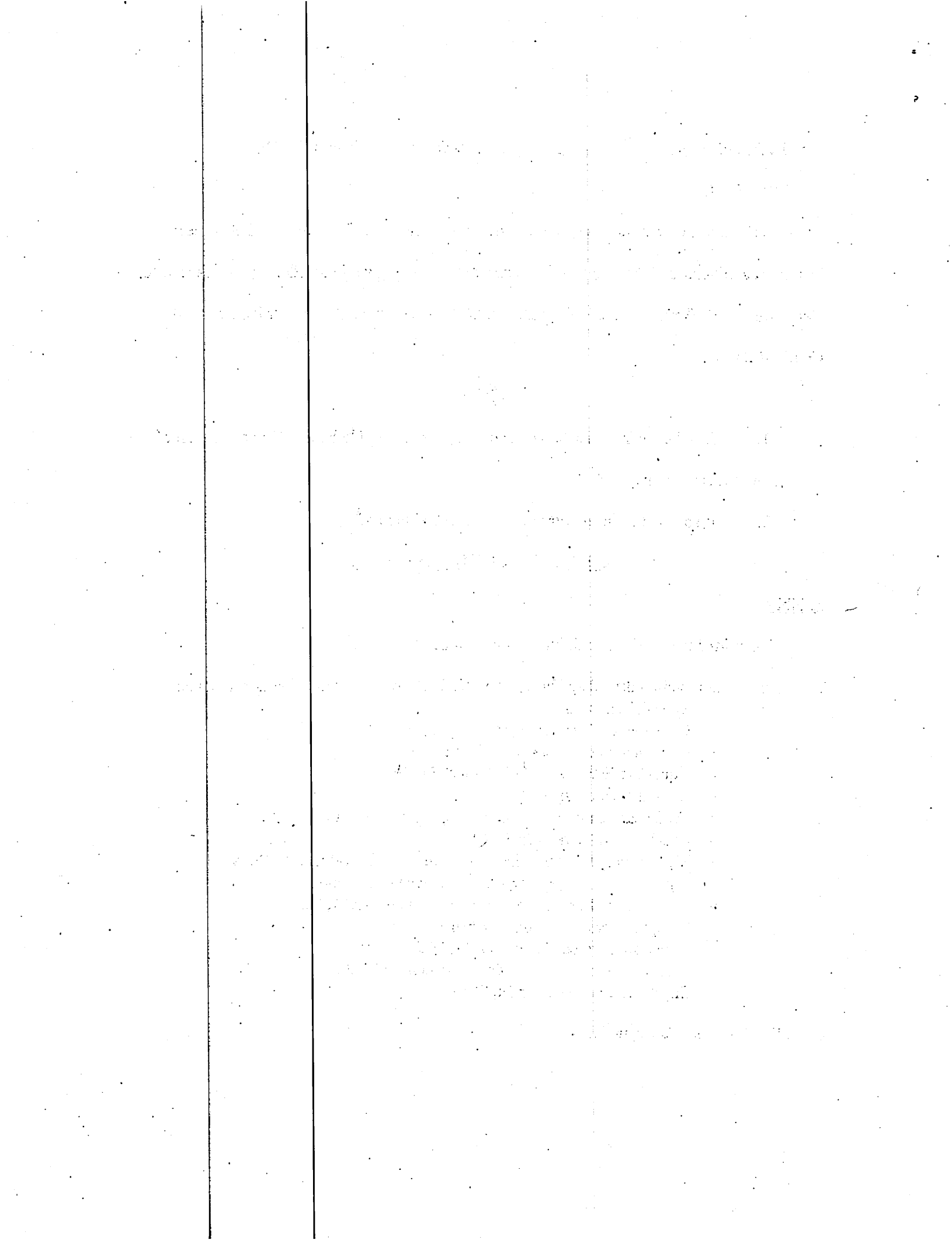
#### Exhibits

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

Clmt. Ex. 1 – Complaint Form, dated November 20, 2019, with the following attachments:

- Spreadsheet, undated
- Construction Contract, dated July 31, 2019
- Computer screenshots, taken November 19, 2019
- AquaCare Estimate, dated October 31, 2019
- Computer screenshot, undated
- Credit card transactions encompassing March and April 2020
- Check, dated November 5, 2019
- MCS Ferrara Land Services Estimate, dated November 24, 2019
- Checks, dated November 27, 2019, December 6 and 24, 2019
- MCS Ferrara Land Services Invoice, dated April 1, 2020
- Computer screenshot, dated April 1, 2020
- AquaCare Invoice, dated June 12, 2020
- Rinehart Electric Invoice, dated November 14, 2019
- Check, dated November 14, 2019

Clmt. Ex. 2 – Photographs, undated



- Clmt. Ex. 3 – Email thread between the Claimant and the Respondent, last dated October 29, 2019, with the following attachments:
- Text messaging thread between the Claimant and the Respondent, last dated October 22, 2019
  - Email from the Claimant to the Respondent, dated November 6, 2019

Clmt. Ex. 4 – Photographs, undated

No documents were submitted on behalf of the Respondent.

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

Fund Ex. 1 – Notice of Remote Hearing, dated May 11, 2021

Fund Ex. 2 – Notice of Remote Hearing, dated May 27, 2021

Fund Ex. 3 – Not offered

Fund Ex. 4 – Hearing Order, dated April 2, 2021

Fund Ex. 5 – Letter from the MHIC to the Respondent, dated March 13, 2020, with attached Claim Form, dated February 24, 2020

Fund Ex. 6 – Printout from the State Department of Assessments & Taxation, printed June 10, 2021

Fund Ex. 7 – Affidavit, dated June 16, 2021

Fund Ex. 8 – License History, printed June 10, 2021

### Testimony

The Claimant testified on his own behalf.

The Respondent was not present to testify or offer any witnesses.

The Fund did not offer any witness testimony.

### PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01-95239.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent data collection procedures and the use of advanced analytical techniques to derive meaningful insights from the data.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and processing, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that the data remains reliable and secure throughout its lifecycle.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that the data management processes remain effective and aligned with the organization's goals.



2. On July 31, 2019, the Claimant and the Respondent entered into a contract (Contract) under which the Respondent agreed to construct a swimming pool in the Claimant's backyard.

3. The Contract included excavation and installation of components, parts, various options and accessories, a filtration system, as well as hardscape<sup>3</sup> and grading.

4. The agreed-upon Contract price was \$79,700.00.

5. The Contract stated that work would begin on August 19, 2019 and would be completed by October 25, 2019.

6. The Claimant paid the Respondent a total of \$66,000.00. Of that amount, the Claimant paid \$44,000.00 via wire transfer, and \$22,000.00 via credit card payments.

7. The Respondent performed some work under the Contract, such as excavating the Claimant's backyard, pouring concrete, inserting a pool shell, and performing some plumbing.

8. On or about September 9, 2019, the Respondent stopped performing work under the Contract.

9. Throughout September and October 2019, the Claimant sent emails and text messages to the Respondent in attempts to get the Respondent to complete the work under the Contract. The Respondent did not return.

10. On a date unknown, the Claimant contacted his credit card company and was able to negotiate the return of the \$22,000.00 he paid the Respondent via credit card payments.

11. The Claimant retained AquaCare Pool Service and Repair (AquaCare) to finish construction on the pool.

---

<sup>3</sup> Hardscape is the area around a pool's deck.

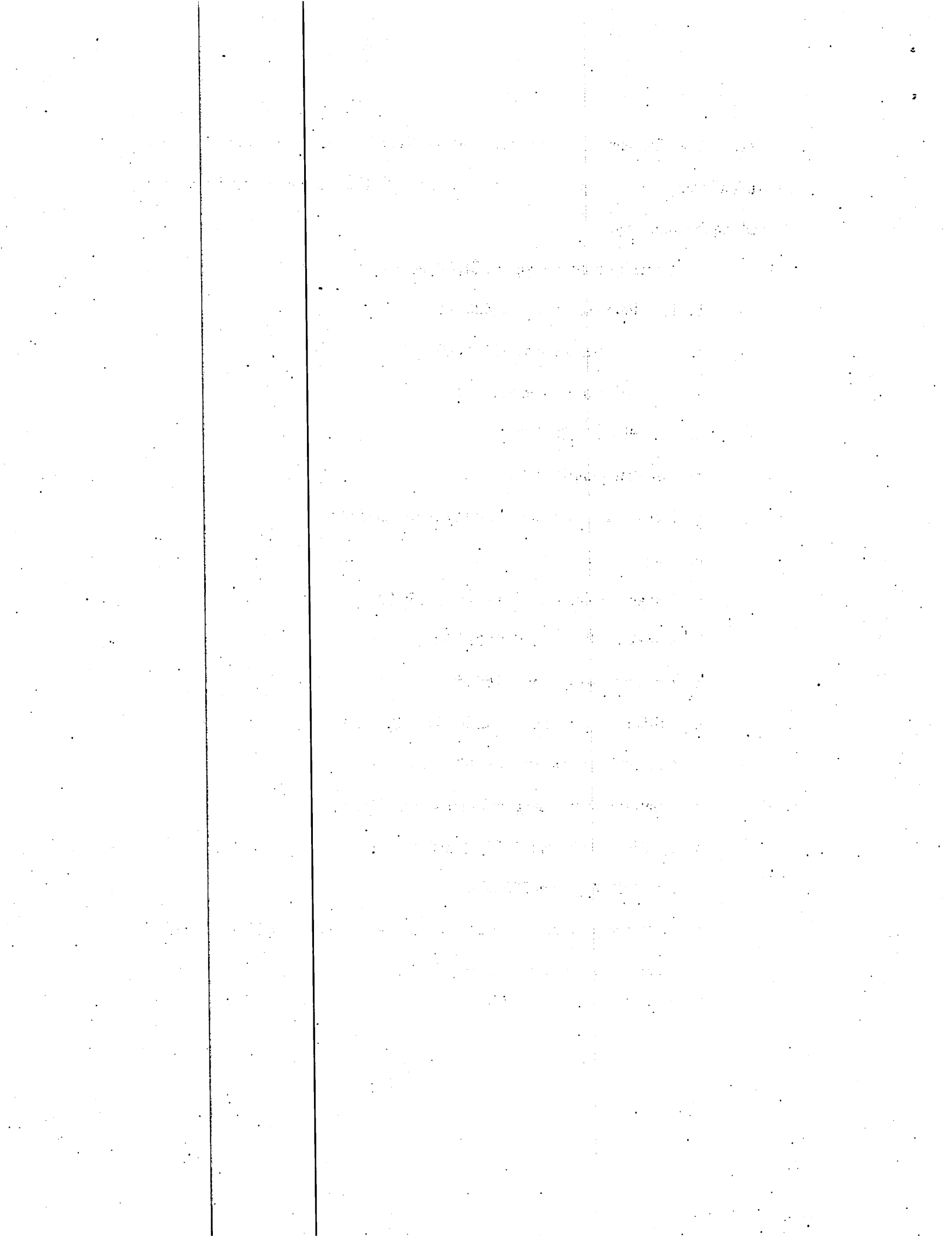
Vertical text on the left margin, possibly a page number or header.

Main body of text, appearing as a list or series of entries, with some lines indented.

Vertical text on the right margin, possibly a page number or footer.

12. The Claimant paid AquaCare a total of \$28,057.00 for services it provided that were originally supposed to be provided under the Contract. These services included providing and installing the following:

- a. White ice bullnose coping, \$1,755.00;
- b. Installation of coping, \$2,420.00;
- c. Veneer travertine silver, \$1,800.00;
- d. Installation of veneer, \$660.00;
- e. Waterline tile, \$800.00;
- f. Installation of tile, \$2,420.00;
- g. Pentair easy touch four with salt cell, \$2,345.00;
- h. Pentair quad 60 filter, \$899.00;
- i. Pentair two-inch multiport valve, \$250.00;
- j. Pentair intelliflo pump, \$1,328.00;
- k. Pentair actuator valve, \$260.00;
- l. Brilliant wonder LED waterfall sheer, \$930.00;
- m. Cut and install sheers, \$230.00;
- n. Smart sync universal control for sheer, \$235.00;
- o. Pentair globrite color LED, \$850.00;
- p. Install filter system, \$750.00;
- q. Plaster preparation and scratch coat on surface and walls, \$750.00; and
- r. French gray quartzscape plaster, \$9,375.00.



13. In a separate transaction, the Claimant paid AquaCare \$584.00 to add chemicals to the swimming pool, which was an item the Respondent was responsible for under the Contract.

14. Under the Contract, the Respondent was supposed to provide a master temperature heater, but never did so. The Claimant can purchase the analogous item from AquaCare for \$2,767.00.

15. The Claimant purchased a Pentair screen logic interface bundle for \$550.00 from AquaCare, which was not an item included in the Contract.

16. The Claimant purchased an additional \$300.00 worth of brilliant wonder LED waterfall sheers from AquaCare, which were not included in the Contract.

17. The Claimant paid MCS Ferrara Land Services (MCS) a total of \$12,215.00 for landscaping, stonework, and grading services which were originally supposed to be provided under the Contract.

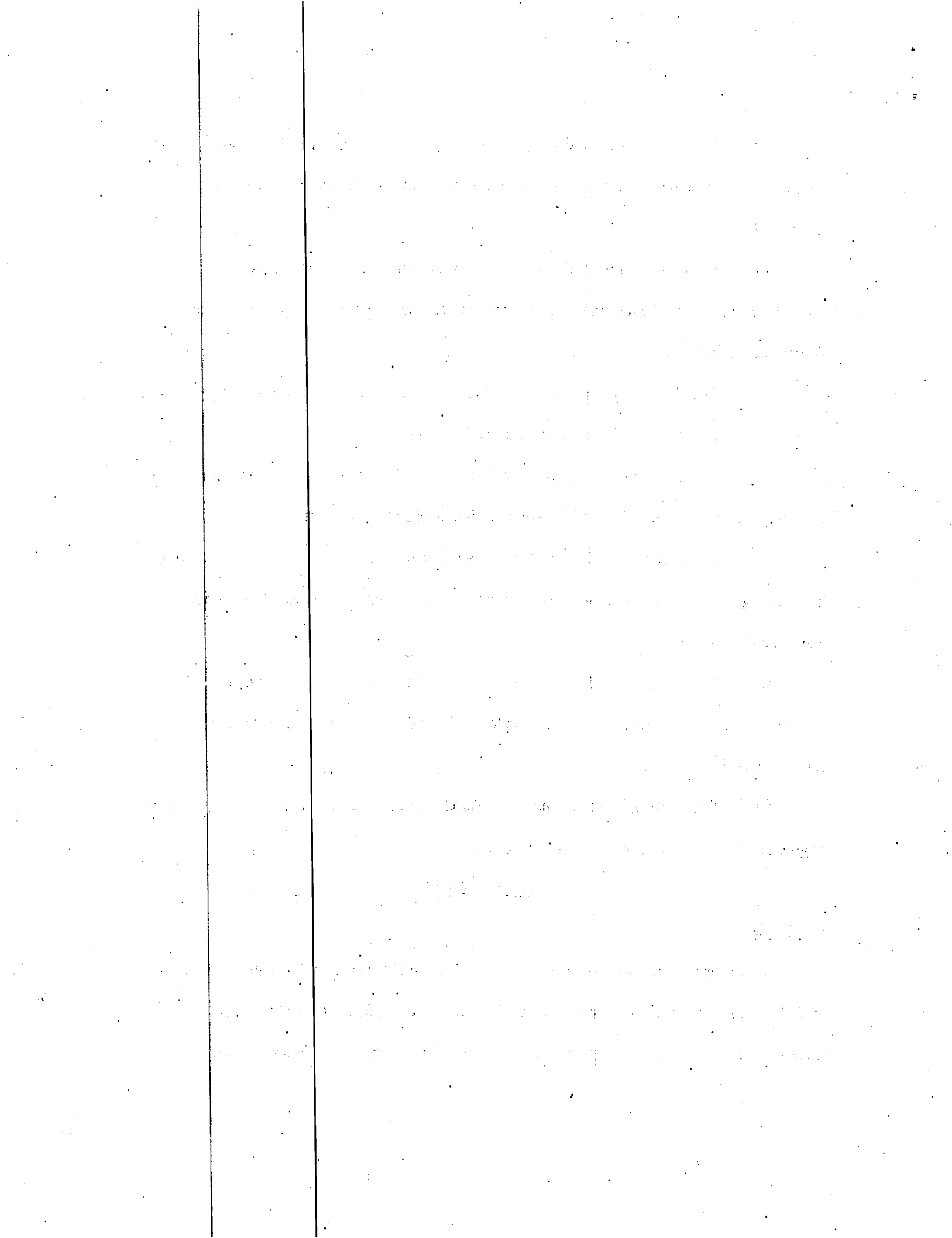
18. The Claimant paid MCS \$800.00 to install a concrete slab on his neighbor's property to fix damage caused by the Respondent. This \$800.00 concrete slab was not contemplated in the Contract.

19. The Claimant paid Rinehart Electric \$5,984.00 for electrical services which were originally supposed to be provided under the Contract.

## DISCUSSION

### Applicable Law

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.

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).

#### Analysis

The Claimant took the position that he suffered an actual loss incurred as a result of the Respondent’s misconduct, entitling him to compensation from the Fund. Specifically, the Respondent stopped performance under the Contract, and the Claimant had to retain other contractors to complete the work necessary to finish construction on his swimming pool. The Fund agreed that the Claimant suffered an actual loss and is entitled to compensation. For the reasons that follow, I agree with the Claimant and the Fund.

The evidence in this case establishes there are no legal impediments barring the Claimant from filing a claim under section 8-405 of the Business Occupations Article. The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The home improvement work was to be performed on the Claimant’s residence in Maryland. The Claimant is not a relative, employee, officer, or partner of the Respondent; and the Claimant is not related to any of the Respondent’s employees, officers, or partners. The Claimant did not reject any efforts by the Respondent to resolve the Claim. The Claimant timely





filed the Claim with the MHIC on February 24, 2020. Finally, the Claimant has not taken any other legal action to recover monies from the Respondent.

The Claimant demonstrated that the Respondent performed an incomplete home improvement. Under the Contract, the Respondent agreed to construct a swimming pool in the Claimant's backyard. (Clmt. Ex. 1). Specifically, the Contract provided that the Respondent would perform excavation, install a pool, set up the pool's components, and perform hardscaping and grading. (*Id.*). In total, the Claimant paid the Respondent \$66,000.00. (*Id.*). The Claimant convincingly testified that the Respondent performed some work – such as excavating the Claimant's backyard, pouring concrete, inserting a pool shell, and performing some plumbing – but abandoned the project on or about September 9, 2019. The Claimant provided corroborating photographs depicting the Respondent's incomplete work, which lent credence to his testimony that the Respondent stopped performance under the Contract. (Clmt. Ex. 2). After work stopped, the Claimant attempted communicating with the Respondent to get the Respondent to return to the jobsite to continue performance. (Clmt. Ex. 3). Despite these communications, the Respondent did not return to complete the work required under the Contract. As a result, the Claimant retained the services of AquaCare, MCS, and Rinehart Electric to complete the work. (Clmt. Ex. 1).

After considering the Claimant's uncontested and credible testimony, and after reviewing the Claimant's corroborating exhibits, I agree with both the Claimant and the Fund that the Respondent performed an incomplete home improvement. *See* Bus. Reg. § 8-401. Thus, the Claimant is eligible for compensation from the Fund. *See* Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2). 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. In this case, the Respondent performed some work under the Contract, and the Claimant has retained other contractors to complete that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

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

COMAR 09.08.03.03B(3)(c).

In total, the Claimant paid the Respondent \$66,000.00. (Clmt. Ex. 1). He paid \$44,000.00 through wire transfer, and \$22,000.00 through credit card transactions. (*Id.*) Ultimately, the Claimant recouped the \$22,000.00 he paid the Respondent through credit card transactions. After the Respondent failed to complete the work set forth in the Contract, the Claimant contracted with AquaCare, MCS, and Reinhart Electric to complete construction on his pool.

The Claimant has already paid AquaCare \$28,057.00 to provide and install pool items that were originally supposed to be provided under the Contract. (*Id.*) Through AquaCare, the Claimant also purchased a Pentair screen logic interface bundle for \$550.00, and an additional \$300.00 worth of brilliant wonder LED waterfall sheers; neither amount is included in the \$28,057.00 figure as these items were not items to be provided by the Respondent under the

Faint, illegible text, possibly bleed-through from the reverse side of the page. The text is arranged in approximately 15-20 horizontal lines across the page.

Contract. The Claimant also paid AquaCare \$584.00<sup>4</sup> to add chemicals to the swimming pool, which was an item the Respondent was responsible for under the Contract. (*Id.*) In total, the Claimant has already paid \$28,641.00<sup>5</sup> to AquaCare for services that were supposed to be provided by the Respondent under the Contract. Additionally, under the Contract, the Respondent was supposed to provide a master temperature heater, but never did so. This heater can be purchased from AquaCare for \$2,767.00. (*Id.*) The Claimant has yet to purchase this heater. In total, the Claimant has paid or will be required to pay AquaCare \$31,408.00<sup>6</sup> to complete a portion of the Contract.

In total, the Claimant paid MCS \$12,215.00 to provide landscaping, stonework, and grading services which were originally supposed to be provided by the Respondent under the Contract. (*Id.*) The Claimant also paid MCS \$800.00 to install a concrete slab on his neighbor's property to fix damage caused by the Respondent. This \$800.00 purchase is not included in the \$12,215.00 figure as this purchase constitutes consequential damages and, is thus, excluded from reimbursement from the Fund. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). Finally, the Claimant paid \$5,984.00 to Reinhart Electric for electrical services which were originally supposed to be provided by the Respondent under the Contract. (Clmt. Ex. 1).

In total, after adding up the amounts the Claimant paid AquaCare, MCS, and Reinhart Electric to perform services contemplated under the Contract that were not provided by the Respondent, the Claimant spent (or will have to spend) \$49,607.00<sup>7</sup> to complete the Contract.

---

<sup>4</sup> In calculating the Claimant's actual loss, the Fund rounded this figure down to \$500.00. As the Claimant spent \$584.00 for this service, I consider the full amount paid when calculating the Claimant's actual loss.

<sup>5</sup> \$28,057.00 + \$584.00 = \$28,641.00.

<sup>6</sup> \$28,641.00 + \$2,767.00 = \$31,408.00.

<sup>7</sup> \$31,408.00 (AquaCare) + \$12,215.00 (MCS) + \$5,984.00 (Reinhart Electric) = \$49,607.00.



Using the formula set out in COMAR 09.08.03.03B(3)(c), the Claimant's actual loss is calculated as follows: the total amount the Claimant paid to or on behalf of the Respondent under the Agreement (\$44,000.00), plus any reasonable amounts the Claimant has paid (or will have to pay) another contractor to complete the Contract (\$49,607.00), subtracted by the original contract price (\$79,700.00), which comes out to \$13,907.00.<sup>8</sup> This was essentially<sup>9</sup> the calculation used by the Fund, and the Claimant agreed with this calculation.

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 \$13,907.00.

### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$13,907.00 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)(c). I further conclude that the Claimant is entitled to recover \$13,907.00 from the Fund. Md. Code Ann., Bus. Reg. § 8-405(a) (2015).

### **RECOMMENDED ORDER**

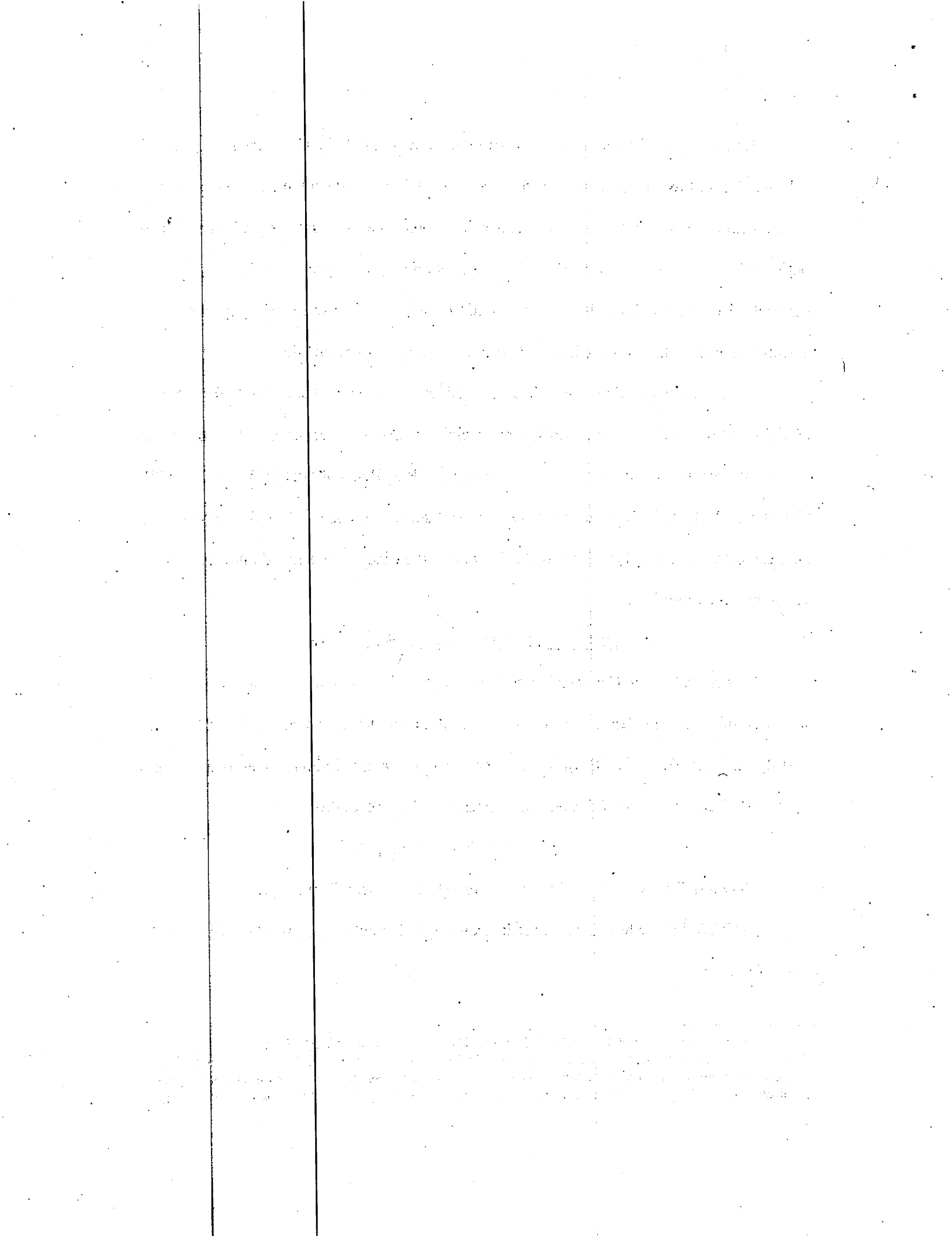
**I RECOMMEND** that the Maryland Home Improvement Commission:

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,907.00; and

---

<sup>8</sup> For a simpler equation:  $\$44,000.00 + \$49,607.00 = \$93,607.00 - \$79,700.00 = \$13,907.00$ .

<sup>9</sup> The only difference between the calculation contained in this Proposed Decision with the calculation used by the Fund at the hearing was that I did not round down the \$584.00 the Claimant paid AquaCare to furnish the pool chemicals. See FN 4. As such, this calculation is \$84.00 higher than that provided by the Fund at the hearing.





**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>10</sup> and

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

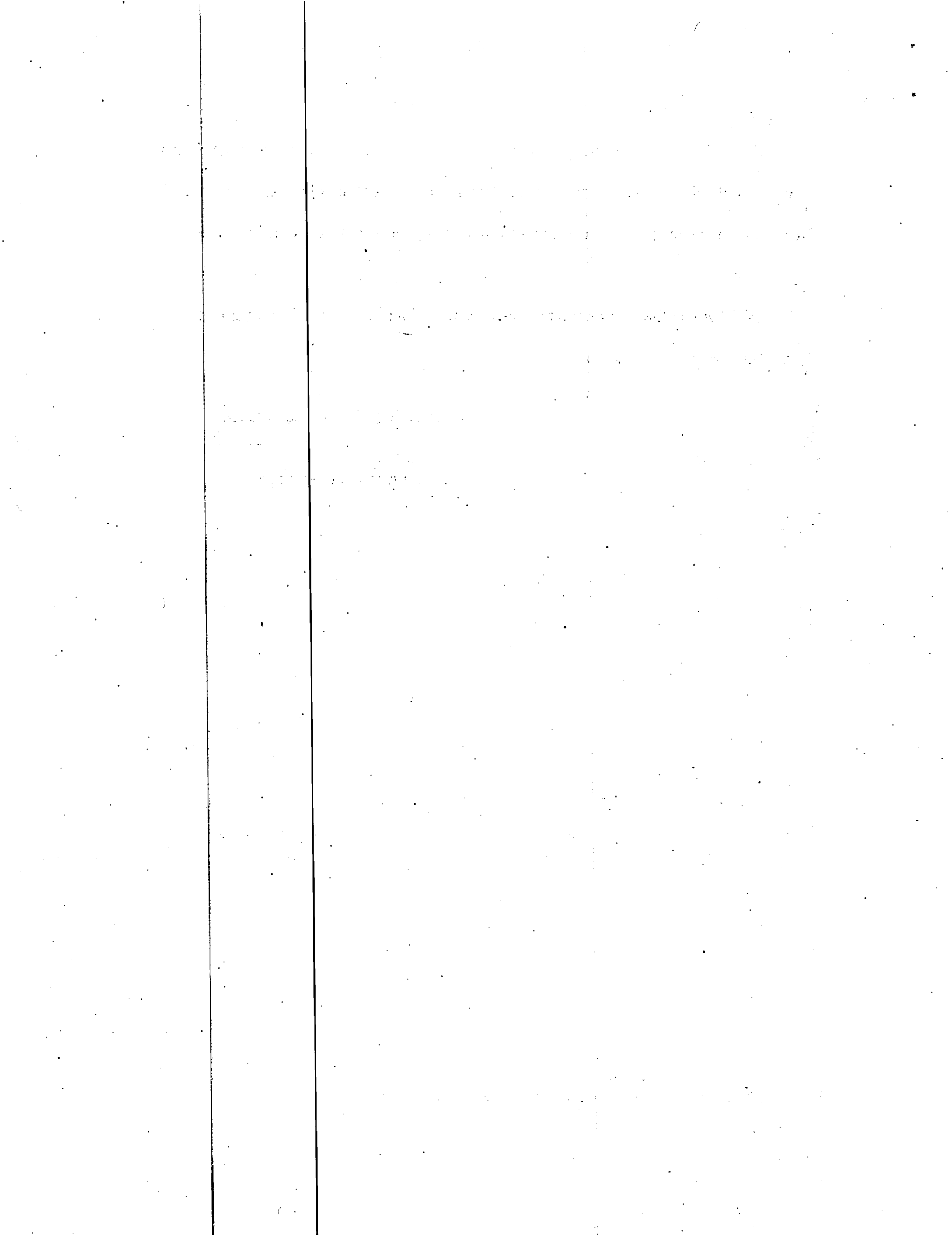
September 14, 2021  
Date Decision Issued

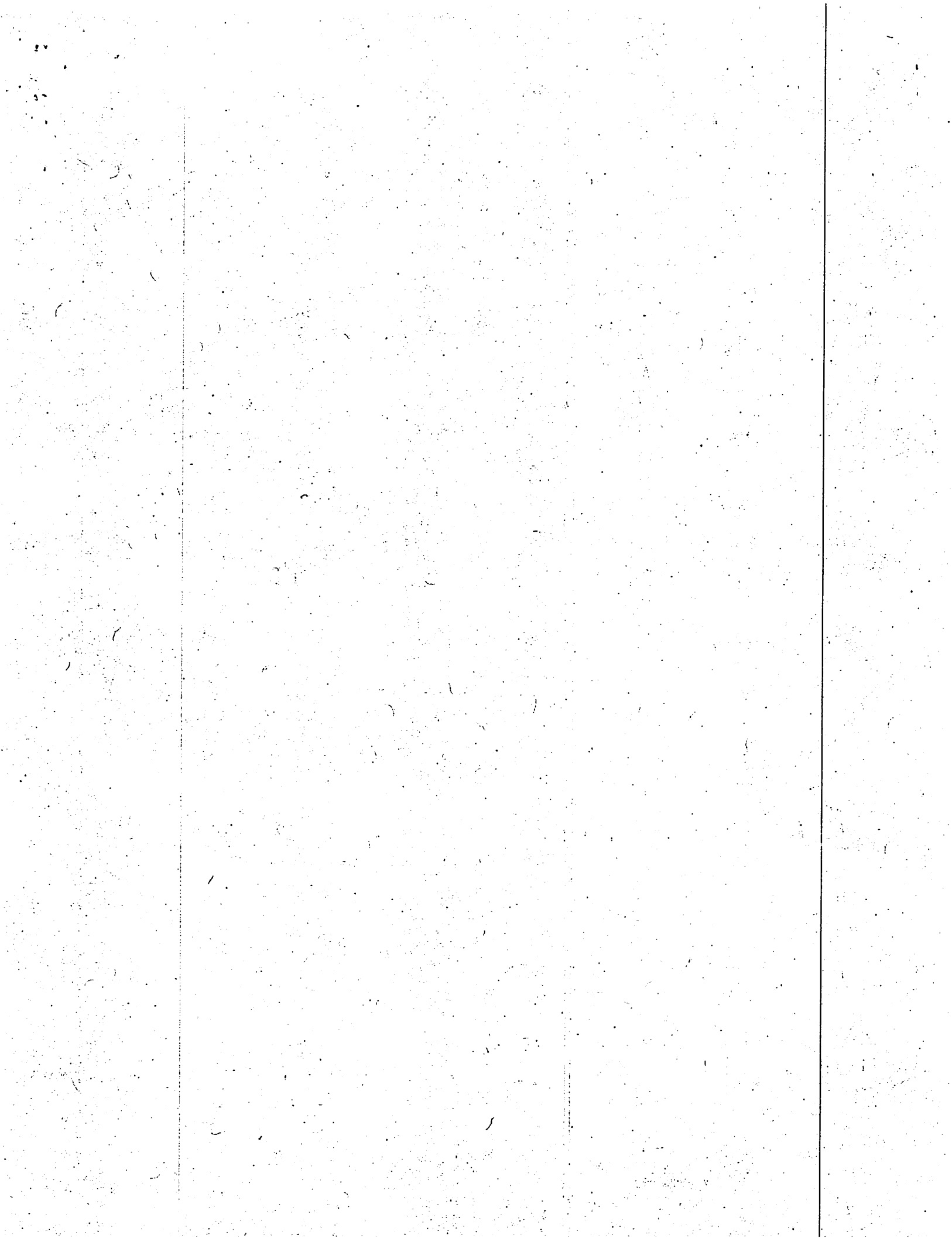
*Leigh Walder*  
\_\_\_\_\_  
Leigh Walder  
Administrative Law Judge

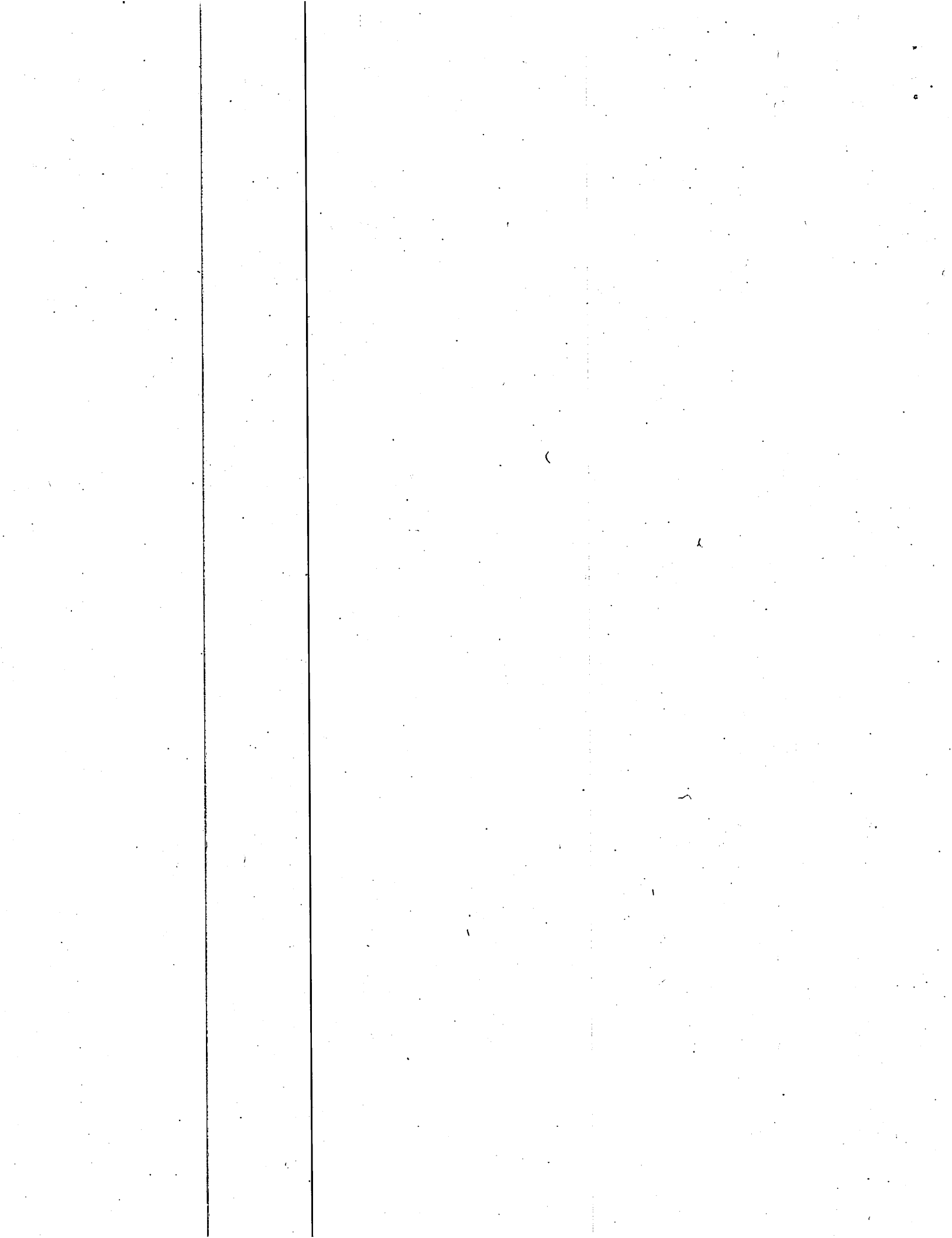
LW/dlm  
#194277

---

<sup>10</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.







**PROPOSED ORDER**

***WHEREFORE, this 28<sup>th</sup> day of January, 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.***

***Joseph Tunney***

***Joseph Tunney***

***Chairman***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***

