IN THE MATTER OF THE CLAIM	*	BEFORE WILLIAM F. BURNHAM,
OF CORINDA MANUEL,	*	AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	*	OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	*	OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF JAMES MASIMORE,	*	
JR., T/A MASIMORE	*	OAH No.: LABOR-HIC-02-19-40275
CONTRACTORS, INC.,	*	MHIC No.: 19 (75) 182
RESPONDENT	*	

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 March 11, 2019, Corinda Manuel (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$21,872.00 in actual losses allegedly suffered as a result of a home improvement contract with James Masimore, Jr., trading as Masimore Contractors, Inc. (Respondent). Md. Code Ann., Bus.

CONTROL SERVICE CONTROL SERVIC

şîran bişakê anabê der di

Leafign Constitue and Constitue of the Constitue Constit

Constitution of the Consti

Reg. §§ 8-401 through 8-411 (2015 & Supp. 2020). On December 9, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on August 27, 2020 from the OAH in Hunt Valley, Maryland via the Google Meet audio/video platform. Md. Code Ann., Bus. Reg. § 8-407; Code of Maryland Regulations (COMAR) 28.02.01.20B. The parties participated from their respective locations. Shara Hendler, Assistant Attorney General, Department of Labor (Department), represented the Fund. Andrew Vance, Esquire, represented the Claimant. 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 09.01.03; 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

Unless otherwise noted, I admitted the following exhibits on the Claimant's behalf:

- Cl. Ex. 1 Contract between the Respondent and the Claimant, January 23, 2016; Invoice, July 11, 2016.
- Cl. Ex. 2 Claimant's check registers, various dates between May 2011 and May 2016
- Cl. Ex. 3 Photocopy of check number 112, April 4, 2017

¹ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume and 2020 Supplement of the Maryland Annotated Code.

² On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation (DLLR) became the Department of Labor.

The form the important in the contract of	្រាស់ ដែលស្វី នេះ ន ែ
्रात्ते । प्राप्ता क्षेत्र क्ष	साराम्या अक्रिक एक्टरीकी
omical ordered in the complete of capations that the more product to the complete with the state of complete with the co	នក្សាស្ត្រី នៅ នៃ ខេត្ត
ja ja kantin sita dinatus ja sejahti a s jagan melebasa mengabb	
ा रामान् राष्ट्राती विकास क्रम्याच्या विकास क्रम्योग्रामी क्रमूलिये व्याप्त स्थापन स्थापन स्थापन स्थापन स्थापन	k til Ögjilir austrologiggist.
and the last to the Common tribit, to the Common tribit, the grant of the grant of the grant of	engalogicalis nel estation
The come water miles with the first of the first way the first tensor was a least the first of t	ra, Zagada rize
n francisco Chate de de recipio de distribuidade francisco de escapera	t egas, or diff
and the second of prophetical and the second of the second	t sat Property group.
to the control of the	
	.10 (20 82 % , 63.00)
och segun och sit led i sam gi siden grann zani bilden spekti.	epst car.
igacystia o	once hope the interest of
्राष्ट्रम् सम्बद्धाः	(A)
filogod a tracjolot k od ografijalje, u trak folkte ografijal od jedio	er deres destas profiles
The contract of the contract o	
and the second second second second second second sections in the second section of the second sections of the section sections of the second sections of the second sections of the second section sections of the section section section sections of the section section section sections of the section sectio	nastrije ekterâlistikeli.
i ngọ thủ cho cho cho biện thuất, và cá thuật thuật t	switch state
no mark at 10 00 given a dina 200 0 given at the same of the sam	in the second se
a partition of the contraction o	Bigarta i Caraca a come 10

- Cl. Ex. 4 Photocopy of check number 113, June 7, 2017
- Cl. Ex. 5 Check register, various dates between November 9, 2016 and May 2, 2019
- Cl. Ex. 6 Inspection Report, East Coast Inspections, LLC, October 5, 2018
- Cl. Ex. 7 Contract between Dun-Rite Contractors and the Claimant, February 22, 2019
- Cl. Ex. 8 Photographs, taken in 2017
- Cl. Ex. 9 Photographs, taken in 2017-18
- Cl. Ex. 10 Photographs, taken in 2018
- Cl. Ex. 11 Photographs, taken in 2017-18
- Cl. Ex. 12 Photographs, taken in 2016-17
- Cl. Ex. 13 Photographs, taken in 2019
- Cl. Ex. 14 Photographs, taken in 2019
- Cl. Ex. 15 Photographs, taken in 2016-17
- Cl. Ex. 16 Photographs, taken in 2016-17
- Cl. Ex. 17 Not admitted
- Cl. Ex. 18 Not admitted

Unless otherwise noted, I admitted the following exhibits on the Respondent's behalf:

- Resp. Ex. 1 Not admitted
- Resp. Ex. 2 Photographs, taken in 2019
- Resp. Ex. 3 Letter from the Respondent to the DLLR, August 25, 2018

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 Hearing Order, December 2, 2019
- Fund Ex. 2 Notice of Remote Hearing, June 30, 2020

The A. M. North	Approximation for the control of the	
	Marining Conference of Conference of the Confere	
	त्या त्राच्या प्राप्तान्थ्यकेते हिन्तः । अन्य कार्या क्षेत्राच्या के स्वीति हुन्ति । विभाग विभाग विभाग विभाग व	
	हार्यक्रिको स्टेंक होन्स १८ के स्वरंकर १० कि.मेंच कि.मेंच कि.मेंच कि.मार अ <mark>ही ३०१४</mark>	
Base Dill	of the state of the party of the state of th	
े पुंच्या ग्रेटी -		
्रा । स्टब्स्ट्रोब	orden diserra	:
17 18 18 18 18 18 18 18 18 18 18 18 18 18		
	THE PROPERTY OF THE PROPERTY O	
ំ ស្ត្រី អូរ៉េក ក្នុងទៅ		
	A SOLD CONTROL OF THE SOLD OF	
		<i>(</i>)
	r granta de tras esta de la compresa del compresa de la compresa de la compresa del compresa de la compresa del compresa de la compresa de la compresa de la compresa de la compresa del compresa de la compresa del compresa del compresa de la compresa del compresa de la compresa del compresa de la compresa del com	•
त प्राक्षीत	The state of the s	
10000000000000000000000000000000000000	्रहे <i>ं</i> कर्मक के हिंदे हैं है कि कि कि के कि के कि	
	Control of the control of the control of the section which we have a first that	ţį.
, 31 (34) § 3	To represent the Construction of the Ambusia (1975)	• ,.
	The state of the section of the sect	

Fund Ex. 3 – Home Improvement Claim Form, received on December 18, 2018; email between the Claimant and DLLR, March 14, 2019, amended Home Improvement Claim Form, March 11, 2019; Letter from DLLR to the Respondent, October 18, 2018

Fund Ex. 4 – Licensing history, printed on March 5, 2020.

Testimony

The Claimant testified and presented the testimony of:

Scott Wallace, Owner, Dun-Rite Contractors Cliff Zimmerman, Owner, East Coast Inspections, LLP

The Respondent testified and presented the testimony of:

Jim McElroy, Owner, J & S Contracting, LLC Robin Seipp, Head Carpenter Cory Masimore, Contractor

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 the MHIC license number 20933.
- 2. The Claimant owns the home located on Roller Road in Manchester, Maryland and does not own any other real property.
- 3. On January 23, 2016, the Claimant and the Respondent entered into a contract (Contract) for the three following home improvement projects at the following prices per project:
 - a) "Rear Porch Railings" \$1,300.00;
 - b) "Front Porch, Retaining Wall and Side Walk" (Front Porch) \$9,000.00; and
 - c) "Kitchen Work" \$14,000.00.

त्र प्राप्तक वर्ष विश्वेष्ठ का तुम्ने विश्वेष्ठ विश्वेष्य विश्वेष्ठ		Topus and the sale
	टे कर्नुको स्थल भेदा है।	्रमुख्यमं ११ वक्ष्यमं 🖟 । हा अर्थक्षम् व
	र्वकार जो हुस्कान करें	on Tagania ramings ya P
	o og Bridelikk Coro. Gæmen liggi Go	
	nd reld wearayann fon .	a libratian (journ) mili
	· ·	The problem is the second of t
	initerative der	valorane (vib toerii) eeli.
	i esta estar asarras pel	्राच्या द्वारायक्षां स्ट्रीस्ट्री स्ट्रीस्ट्रिस्ट्रिस्ट्रीस्ट्रीस्ट्रीस्ट्रिस्ट्रीस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस्ट्रिस
in a my set a ser i independent primari a f	i Bagang i melali si ke	m American da Me
	peri (1) Tiğindiği —	e, aby the resolution may be because
mility to be a property of the party in the March in the Control of	r Agas Santana	wagi dipati di
		engan and the later congress and the real edges where
That had stivi brooms discussioned	weganganalij on go	
mar from the located desired in the desired in the desired	teropropagal gener	and the first configuration of the configuration of
	0 239011 44	
cart position of grant for the first of the	Magazin de la companya	
	jjagerje (*) 1	Ferral Constitution (Constitution of Constitution of Constitut
	· -	

- 4. The Front Porch project contained the following description in the Contract:
 - a) Demo and discard old porch slab and sidewalks, etc.
 - b) Excavate for new retaining wall blocks and install new red block types with caps. Supply drain tile, stone and backfill.
 - c) Frame and pour standard new concrete walk with steps 3' wide.
 - d) Extend new front porch pad top to approx. 5' out from house.
 - e) Add railing back on porch with post.

Cl. Ex. 1.

- 5. The total Contract price was \$24,300.00. The Contract provided that the Claimant would pay \$4,300.00 as a down payment, and "\$20,000.00 in draws later."
- 6. The Respondent completed the Rear Porch Railings and Kitchen Work projects.

 The Claimant was satisfied with the completed work in both sections of the Contract.
 - 7. The Respondent began the Front Porch project.
- 8. The Respondent used OSB wood to construct potions of the forms built in advance of pouring the new front porch concrete slab. Respondent's subcontractor, J & S Contracting, LLC, (J & S)³ poured the new front porch concrete slab.
- 9. The Respondent did not remove the forms after the new front porch concrete slab was poured.
 - 10. The Claimant paid the Respondent \$19,840.00 in the following payments:
 - January 28, 2016 = \$4,300.00
 - February 26, 2016 = \$3,000.00
 - March 30, 2016 = \$3,000.00
 - July 13, 2016 = \$2,540.00
 - April 4, 2017 = \$3,000.00
 - June 7, 2017 = \$4,000.00.

³ Because Mr. McElroy is the owner/operator of J & S, I may use his name and company interchangeably.

al voite of twitter) contain and received to train activities where the containing where and said the property of the street of the said of the तिकार करते जाती रिकेश ने किसी के तिकार के तिकार पुरानिकारिक रहिता है। १ वर्ष के लिया है। राज्य करते हैं। १९४१ के स्थान के स्थान के तिकार alika tarenis iliyo ili arapean isa basa kalika arabi besa bisa basa a regular second selection and the latest second and the second of the s e diele little delen en dere gabikeland (to the finished the real part of the first o Times where I the field TEST one for having await a life of the regionary by admits the chargers transfer the han gratical deal regular, the territories has a section there is the perfect the complete by the first police depositioning in the second of the deposition of the second tropial a programme in the continuous and the conti There is a second a meaning was been to be an in the first of the property of the us de la complementación de Sugar por la completación de la completación de la completación de la completación regions in the second who are a gradient and their goldens world សំណាញ់ នៅក្នុងស្រាស់ ១០ សព្វ សង្គមហា ១០០ សន្តិ សមិន សមានគ្រប់ សំពីក្រោម ក្នុង សមានគ្រប់ សមានអ្នកស្រី ន៍ពី។ . Spranjenijansk operatings a gipt merelika og introduktigt. De poetiner og filt och litera en andrika dif T Maria Committee Committee of COUNTY SEE BUT BE THE CO SELECTION OF THE SECOND 人名英格兰人姓氏 医原性 THE PROPERTY OF STREET agreement and provide the consistency of the control of the filter of the control of the control

- 11. The Claimant paid \$7,000.00 toward the completion of the Front Porch project.
- 12. The Claimant was not pleased with the Front Porch project, specifically the steps and wall that she felt made backing a car from her garage challenging. The Front Porch retaining walls and sidewalk was revised several times, but the Claimant was not satisfied.
- 13. In January 2018, Mr. McElroy told the Respondent he did not want to use the Respondent's forms to pour the concrete steps for the Front Porch project, and the Respondent gave Mr. McElroy permission to reconstruct the forms at the Claimant's expense.
 - 14. J & S rebuilt the forms for the steps.
- 15. On January 31, 2018, the Claimant paid \$3,231.30 to J & S and issued two checks in the following amounts: \$1,131.30 and \$2,100.00.
 - 16. In or about February 2018, the Respondent abandoned the Front Porch project.
- 17. The Claimant hired East Coast Inspections, LLP (East Coast) to inspect the Front Porch work performed by the Respondent.
 - 18. On October 5, 2018, East Coast conducted the inspection and issued a report.
- 19. On February 22, 2019, the Claimant contracted with Dun-Rite Contractors (Dun-Rite) for the following services:⁴
 - demo front porch & block
 - dig & pour new footers for porch
 - install new block foundation for porch and parge⁵
 - pour new porch concrete slab
 - remove existing stack block wall at front porch and reset after new porch is complete
 - form and pour new concrete steps at porch
 - form and pour new walk from driveway to new porch
 - remove existing porch soffit and install new vinyl

⁴ The following was offered in the Dunn-Rite contract for \$3,000.00 and \$1,000.00, respectively: OPTIONAL ITEMS:

⁻ install approximately 780 SF of asphalt for parking pad (NOT IN CONTRACT PRICE)

⁻ final grade and seed (NOT IN CONTRACT PRICE)

⁵ This term was not defined during the hearing.

अंतरिक्षा है	raginera deglerici i i i je i
to the state of the second of	ang anasila sa
terrioris. In the second territorist on the graph property of the second contract of	notes and a military contribution of
e hour on a graph of the colline of	
स्थानके प्रकारि पूर्वि विकास के किया है। को तो स्थापित के क्षेत्र के के अध्यक्ष के स्थाप के किया के किया के कि	ageti. Or to practice to the growing pro-
the state of the s	is to the expension of the second
	. कार र मूर्वकिमाली है। १५४० - १५४
The Book of the Artificians of the Contract of the State	
	174 His security and John Street with Miles
ារ បានក្រុមបណ្តាលនាការ ជំនាស់។ ស្ថិត្រាស់ ស្គាស់ក្រុមបានស្ថិត និងក្រុមបានអង្គមិន ស្ត្រីមិន និងប្រជាធិបាន បានប ក្រុមប្រជាធិបានស្ថិត្រាស់ ស្រុក	
n salah dan <mark>kungani m</mark> eterbaki ban hijikal ji uni kitari ku i dagai kemba Ki	
	en egit ji a terrelga ji tubwa a a e
the entry of the earliest was a specifical figure and the control of the first	
o or a light on the manifest of the control of the first and the median of the control of the co	
	e di maje gada di di ada di daliki.
The state of the s	
i de la compania del compania del compania de la compania del compa	
ر المراجع المر	Proceedings
in the second of	Jung to behavior - The State of
र १८ को एक पुरुष प्रकार के क्षेत्रकी हैं के अनुसार की किसी करने किस के कार किस के किस के किस के किस के किस के स्थान	The Charles of the state of the

- :install new white vinyl porch railing
- install new white vinyl railing at steps to porch and driveway
- install 1 pole light at driveway steps
- tint for front porch only color to be selected from options available

Cl. Ex. 7.

- 20. The total cost of the Dun-Rite contract was \$23,875.00 with an additional \$225.00 for the tint for the front porch; \$250.00 for the pole light; and \$950.00 for the vinyl soffit. The tint, pole light and soffit were not related to the Respondent's contract.
 - 21. The Claimant paid Dun-Rite \$27,450.00 in the following amounts:
 - February 27, 2019 = two payments of \$7,025.00
 - April 23, 2019 = \$7,025.00
 - May 2, 2019 = \$6,375.00.
- 22. Dun-Rite hired J & S to complete some of the work in its contract with the Claimant. J & S used materials purchased by the Respondent to complete the Dun-Rite contract.
 - 23. Neither the Respondent nor Dun-Rite obtained any permits for their work.
 - 24. The Claimant sustained an actual monetary loss in the amount of \$10,231.30.

DISCUSSION

Legal Framework

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Md. Code Ann., Bus. Reg. § 8-405(a); see also COMAR 09.08.03.03B(2) ("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." Id. § 8-401. The Commission may not award "an amount in excess of the amount paid by or on behalf of the claimant to the contractor against whom the claim is filed." Id. § 8-404(e)(5).

The state of the s

The state of the s

entre de la companya de la companya

autolis ili ateriko en goldine utomako estalla non la estaka en el estaka trak metok ega al likali. Al ligita mala aterika ili aterika ili aterika en el en el en el en el en el en el esperante el el el el el el

And the second segment

Statutory Eligibility

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (a) the claimant resides in the home as to which the claim is made, or owns no more than three dwelling places; (b) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the contractor's employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the claimant did not unreasonably reject the contractor's good faith effort to resolve the claim; (e) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (f) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (g) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-101(g)(3)(i); 8-405(c), (d), (f), and (g); 8-408(b)(1).

Burden of Proof

In this case, the Claimant seeks reimbursement from the Fund and bears the burden of proof. Md. Code Ann., Bus. Reg. § 8-407(e). Pursuant to COMAR 28.02.01.21K, the party asserting "[a]n affirmative defense bears the burden of proof regarding the defense" by a preponderance of the evidence. To prove an assertion or 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). "In other words, a preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces in your mind [] a belief that it is more likely true than not true." Coleman, 369 Md. at 125 n.16. Under this

· 克爾日朝 《福克·克尔·马·安林》

the second secon

to the control of the land of the proof there are not no office and the control of the control o

standard, if the supporting and opposing evidence is evenly balanced on an issue, the finding on that issue must be against the party who bears the burden of proof. *Id.* With regard to the burden of persuasion and the weight of evidence, a trier of fact can properly accept all, some, or none of the evidence offered. *See Sifrit v. State*, 383 Md. 116, 135 (2004).

Based on the record before me, I find that the Claimant has met her burden for recovery under the Fund.

The Merits

Undisputed facts

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Rear Porch Railings and Kitchen Work was performed in a workmanlike manner. There is no dispute between the parties that the Respondent abandoned the job and, therefore, left an incomplete home improvement project. See Md. Code Ann., Bus. Reg. § 8-401. There was no contention that the Claimant unreasonably rejected the Respondent's good faith efforts to resolve the claim. See Id. § 8-405(d). The Claimant is neither married to nor a relative of the respondent, or any immediate relative of an employee, officer, or partner of the Respondent. See Id. § 8-405(f). The Claimant resides at 4909 Roller Road in Manchester, Maryland and does not own more than three residences or dwelling places. Id. The Claimant paid \$7,000.00 to the Respondent for the Front Porch project.

<u>Unworkmanlike, Inadequate or Incomplete Home Improvement</u>

(

The Contract with the Claimant was for three separate projects; 1) Rear Porch Railings, 2) Front Porch and 3) Kitchen Work. The scope of work for the Front Porch to be performed under the Contract consisted of rebuilding the concrete front porch and railing and adding a sidewalk and steps down to the driveway. The Contract included demolition, excavation,

rengo, jan i vieli susen i la linguassioni gita di jir ondona rilijan i lati o, ugusi, ograpi i ingli ala maja had and the little for the Will State of the state of the common this days the great and a second ter than a transfer like his west form in the first terms to be the rest of the second his second in A CONTROL OF THE PART OF THE PROPERTY OF THE PARTY OF THE करें उन का तरिक सहस्त कर (जाते के <mark>लेके, (जेन के के के स</mark>्वान करें के स्वान कर के अपने के स्वान कर के प्रतिकृत कर

elegado, considerada a fina maso en asimporte de extramo de está dos escolos de alembros de está de entra de C regions with the region of the field of the second of the field of the second of the s , has a vien, becharger of gib cara kirk of our conversionages of a conditional stage for because the audi a likiudi ka ka katika linggan filosopian ka pantara na janah barah natin kantan ka dalah jan ara j

างทริงเพราะ ยุสังห์เมษตรวม บุลอยู่ เพื่อเม่นโดยมี โดย และ เป็นพาการณายุ การเสียี และวังสร้างและ โดยกัง

ravided through the file of the fire talk and a little or one of the fire of the contract through ាង នេះ ម៉ែន សម្តីស្ថាន្តនាក់ ហ៊ុន សុនាស់មានជានិងនេះ នេះ មានសំនួន កាលនេះមិនមី៣១, នេះមាន ពេក មានសុនា បាន់ al regione de la 1999 en mente de comunició esta (1990) en la la la la la comunició de la comunicació del comunicació de la comunicació del comunicació de la comunicació de l of the constitution and place to the area the tribulation in the contract of the place of the files.

and the second of the first second with a restriction of the contract of the contract of the contract of magaal kemindah pelah dalah dalah mengelebi atip dentan des aggriff of \$10 morthus of the process which you are not need to be the first files about 1000 of 1

at negocion presidente la segui de la compania de la compania de la contractiona della contractiona de la contractiona della contractiona de la contractiona della contractiona de la contractiona della contractiona de la contractiona della contractiona della co ou publika, de la quiena famo femolo modificia appara la situatió in florifacione, mais la color de manas color enterplant, real factor of the properties Contributed and the contribution of the cont concrete framing, installation of a block wall, drain tile, stone and backfill. The core issue here is that the Respondent abandoned and failed to finish the Front Porch project, and the Claimant hired another contractor to complete the original contract.

Although the parties agree that the Respondent failed to finish the Front Porch as prescribed by the Contract, the parties disagree about whether the completed portions of the Front Porch were done in a workmanlike manner. According to the Claimant, the East Coast inspection outlined significant unworkmanlike concrete forms because they were constructed with improper materials. Additionally, East Coast found the concrete porch slab was poured and not properly supported by the block wall the Respondent constructed under it. As a result, the Claimant contends all of the Respondent's Front Porch work was unworkmanlike and had to be entirely redone. The Respondent, on the other hand, presented testimony that his way of constructing the Front Porch was simply one way of properly doing it and there were no plans drawn of the project. He indicated that he tried several times to rebuild to satisfy the Claimant but could not, and, the materials he bought and paid for were eventually used in reconstructing the block wall.

I considered the demeanor of witnesses when they testified. I concluded that both witnesses for the Claimant and the Respondent were supportive of some of both positions.

Maryland Bd. of Physicians v. Elliott, 170 Md. App. 369, 387-89 (2006) (A finder-of-fact is authorized to determine the credibility of a witness's testimonial evidence based on the witness's demeanor.). Jim McElroy testified first. He said he had thirty years of experience as a contractor. Mr. McElroy served as the concrete subcontractor for both the Respondent and Dun-Rite. He testified that as subcontractor to the Respondent, he arrived at an agreed time and poured the first porch slab with "no complications." Some days or a week later, he returned

and the state of the state of the contract of the contract of the contract of the contract of the state of the contract of the An except a set from garder of the African Color of the Annalytical and the appropriate of the color of the color of toka i milala vP i kun ta soma kan terbiha a kiri

เราะ และเรียวได้ เป็นที่ได้ เป็นที่ได้ เลเล็กไว้ เราะเลลาดูกเลื่องมี เลลาดา เลลาเล็กและเกราะเลื่อและเปลี่ - และว่าโดยเหติได้เกิด สำราบาน และ เวลา เวลา เวลา ท่าง โดยสายสายสาย หาใหญ่ และ และ **สายสาย** ดี หารู้ เลื้อสู่เลา _เละสุด taredit deli più prespeit, e i la gries vole oppresentation, evolution e en este il delle the respectations with each resident of provider of from the second religious being a finished and der behande is de Mariana filosom or odi in och ble Baka? "Malla didiga missam in deglaga Tiblic a an ing kalendar ng mga kalendi balan tan mana panggan a ng kalendara kalendaran Panggan ang salabahan an an rationale de la callacementa de majorios en la comercia de la comercia de la comercia de la comercia de majori 🐧 is a constituent control of the c ografie, en arase i construcció cultula caregalaj en con cano de para en el compensació y la calibrate esce or wind placed finite in a part, in at engage there exists a braid of a citation of the law exists are exists a part of na kanakan ngang talah kana kanakakan na 12 dang bana kana kanan na Pindrasan na katalah sa makabila na ng

ារ ប្រជុំ ខេត្តសំណុស ស ហែង **៊ើ** និងប្រជុំ ហើយ ទំនួ**ននេះ** សម្រាប់ បែក ស្រែង សំពង់ នេះមិននេះ ប្រជាធិ The British And The Committee Commi rang ang mang mang panggapan at a sang <mark>an</mark> mang at panggapan manggapanggapan ng ang ang anggapanggapan ng anggap dag maga egy ng figure i na alabang makadiga. Mis pasawa alag ngga 🖟 a sa salag ndan dag kalamag sa sa sa a a าง การอาหารแบบของ ได้ ค.อ. จาก เมิด เป็นเทียย์เรียน แต่สาดการ ในการเหตุ ได้ได้ได้ เป็น แบบของเหตุ มีก an of the first of the control of th Considered the stage of the sta orgonal de la la leccentra y qui trealige lux en regrese tre en la declir de tragación et este ass.

Filler, World Jdr

when he was informed that the forms were ready to pour the steps. According to Mr. McElroy, he was not happy with the Respondent's forms because they left gaps and the Respondent was "fine" with Mr. McElroy's changes. He testified that Respondent's forms were not "not incorrect" it was just a "preference" of his to have a smooth pour with no gaps. He testified he stayed out of the conversations between the Claimant and the Respondent and the Claimant took some time to understand that she would have to pay J & S more money to "fix" the forms. Mr. McElroy never poured the concrete steps until after he was hired by Dun-Rite.

In relation to Dun-Rite's revision of the Respondent's work, Mr. McElroy testified that it was a different way to do the project, but not the only way. According to Mr. McElroy, Dun-Rite's cost "pretty close to the same" as the Respondent's cost except the demolition J & S had to perform and the design changes. He explained that the approaches of both the Respondent and Dun-Rite would support the concrete porch. There was "nothing wrong" with the first porch he poured. In regard to the forms that the Respondent left on the slab after J & S poured the first front porch, Mr. McElroy testified that the forms could have been removed, but the Respondent was not "allowed back."

Mr. McElroy testified that at the time he was hired by Dun-Rite in 2019, he recognized the Claimant's address as a place where he had already worked. The second porch was a different design than that of the Respondent's Contract. He tore down the porch he poured for the Respondent and the block wall and dug a footer and foundation. He repoured the porch and used all the Respondent's blocks on site together with an extra pallet of blocks he purchased to rebuild the wall.

Robin Seipp was the head carpenter for the Respondent's Contract projects and testified that the Claimant was well satisfied with two of the three projects. The Front Porch was another

particular province of a sequence of the sequence of the configuration of the sequence of the

And professional in the profession of the control of the profession of the profession of the control of the con

The second of the control of the second of t

ANTERIOR DE LA COLLEGIO DEL COLLEGIO DE LA COLLEGIO DEL COLLEGIO DE LA COLLEGIO DEL COLLEGIO DELLA COLLEGIO DEL

reserve that the second control of the second of the secon

el especie de la comparcia de la lactica de la comparcia del la comparcia del comparcia del la comparcia del

issue altogether because the Claimant, despite design changes, could not be satisfied. He testified that the walkway was the main concern and the Respondent did not know "which direction to go" to satisfy the Claimant. Corey Masimore testified that the Respondent removed things three or four times in an attempt to satisfy the Claimant's vision for the Front Porch.

Cliff Zimmerman's view was that the entire Front Porch project failed to meet workmanlike standards. He testified that "OSB" wood was used to construct the front porch concrete forms and that using that material constituted poor workmanship because OSB would deteriorate and rot when exposed to moisture and invite the "easy access" of insects like termites and carpenter ants to the house. According to Mr. Zimmerman, OSB wood should not be used for concrete construction unless it is removed afterwards. OSB is appropriate when used for roofs, siding and sheathing and "should not be buried."

Scott Wallace testified that although he was on site for only some of the demolition, it "looked" to him like the wood went the entire length of the porch and, therefore, it could not be removed because it was under the entire slab and would leave "holes" and "gaps." Further, the porch had to be completely removed because the slab was overhanging the block support wall, was not supported at all, and would be further unsupported when the board rotted away. Mr. Wallace testified that Dun-Rite could have fixed the first porch without demolition, but it would have been "labor intensive" and "expensive" to remove the OSB wood. Although he did not know whether the OSB board went entirely underneath the slab, it was in "some." He testified the OSB lumber is not supposed to used outside and would rot in sixty years. Additionally, the front porch slab should have been supported by a poured footer and he disagreed that the block

⁶ OSB was not further defined.

and the second second The property of the commentation of the control of ^{क्र}क्ष । चनुका क्षेत्रक्ष क्ष्राव व्यक्त randi, i rankriji ka mojala seleka i sara i prava varsak pojeka alempekaja, ingresara je regim selek ဗီလေးလေးရှိ များရန် လေ ဖို့သူ များအဆီ ၂၈ (၁၈) စာမှာ မွေး<mark>ရန်နေရ (၁</mark>၉၁၆) မိမ**ျှမတ် (၁၉နှစ် စောဏန်ရ ၈**၄) ၅ မေ မက္ခ participations of dama. The engine in the first trains of the program has small table from now

produce, egg a and program of also have not all passions and entering and the specialists of pro-The could be seen that the control of the control o e transport of the electropistics of the contribution of the contr provided the state of the company of the state of the sta STOLEN AND LINE OF BELLEVILLE TO AND A SERVICE BUYER AND A SERVE BUYER BUYER AND A SERVE rent dita in includes et in tivergin alt in consiste a respecific libriquippi par en correct restation in a taning ga menung ian an darapa making ja partunik taning palaming dipang palaming dip पान, सम्बादान प्रकारिक प्रकेश के हैं। वा इस वृक्ष वार्ष क्राफ्र है के इक्कार्य के के किया देश के किया agriculty of the program of the collingual system of the solen body, against an absorpt a principal meneralisti a la la de la principal propia la subspecie de complète de la principal de la propia de To the contract the contract of the contract o

and the first of the section of the a of the factor in the supplied to the last of the conference than the property of the supplied by the supplined by the supplied by the supplied by the supplied by the suppli Commence of the control of the contr the entropy of the first of the second second control to the first the second second second second second second the major of the sections are the first of the section of the section of the section of the section of the

wall could be used as the front porch slab support. Therefore, according to Mr. Wallace, Dun-Rite was compelled to start the project anew from the foundation up.

Mr. Wallace hired J & S and, when J & S finished, there was no wood left under the slab, and the bearing wall for the front porch slab was not dry stacked block but poured concrete footers. He contended the only portion under the porch the Respondent constructed that was improper was the overhang. See Cl. Ex. 10 (right-hand photo). Mr. Wallace testified Dun-Rite replaced the step frames and arranged them in a semi-circle such that it could be poured in a continuous pour. Dun-Rite removed the vinyl porch soffit at the front entrance and added a rail across the porch and down the steps.

The Claimant verified that she asked that the steps and wall be reconfigured so she would not potentially hit the wall she felt was in her way when she backed her car from the garage. She testified that the Respondent stopped coming to her home in August 2017. Additionally, she paid the Respondent \$7,000.00 in April and June of 2017 toward completing the Front Porch after he completed the other two projects in the Contract. She said the Respondent asked her to pay J & S to reconstruct the forms for the steps. She testified she paid the Respondent "everything he asked me for when he asked me."

Analysis

The Claimant and the Respondent could not agree on the design of the Front Porch project and it was torn down and rebuilt several times. Mr. McElroy testified that either the Respondent's or Dunn-Rite's design was proper for the front porch project including the retaining walls and step designs. He also testified that the wood the Respondent used to create the forms could be removed from the front porch slab and Mr. Wallace agreed. I give less weight to Mr. Zimmerman's testimony that the forms for the Front Porch slab could not be

The figure of the second of the control of the second of the second of the figure of the control of the second of

ुन्छे । स्टब्रम्प्या । व अक्रीय भागती अस्त । च अञ्चली प्रशाः ।

The property of the consequence of the second secon

in the state of th

Biggrander sager that an experience of the contract of the con

and the specific from the first of the state of the state

removed, because two MHIC licensed contactors testified it was possible to remove them. The issue was cost, time, and effort. Furthermore, Mr. Zimmerman focused on the wood as a conduit for insects. Mr. Wallace agreed with the contention, but not convincingly. When questioned whether termites can be an issue due to the wood the Respondent used, he said, "there can be," and smiled. I was not convinced, presuming the wood was left as depicted in the exhibits, insect infestation was a certainty. Additionally, the slab was allegedly ok for sixty years according to Mr. Wallace.

Mr. Wallace was more convincing that the front porch slab was improper because of the way it was supported, but Mr. McElroy testified in opposition to him. There was opposing testimony from two licensed MHIC contractors. Mr. McElroy testified that either of the designs was proper and the front porch slab he poured was properly supported. Mr. Wallace testified that there were flaws because the slab was improperly supported and contained an overhang. The evidence, therefore, was in equipoise on this point and must be construed against the party with the burden of proof. I give less weight to Mr. Zimmerman's testimony that the Respondent's design was improper because he is not a licensed MHIC contractor and his design of the front porch also includes an overhang of the slab from the retaining wall. See Cl. Ex. 6.

The Respondent failed to complete the Contract and abandoned the home improvement project. He completed two of the three projects. The Claimant paid him \$19,840.00 and then paid J & S \$3,231.30 at the Respondent's request. Therefore, the Claimant paid a total of \$23,071.30 to the Respondent for the Contract. She testified, uncontested, that \$7.000.00 of the payments to the Respondent was specifically for the Front Porch and there was an additional \$3,231.30 paid to J & S for rebuilding concrete forms related to the Front Porch project.

consider any last recordad for the effective plant of the first of last and the material and adjust the effective and th

The state of the state of the second of the state of the state of the state of the second of the state of the

The Claimant contracted with Dunn-Rite for \$23,875.00 including an additional \$225.00 for the tint for front porch (\$24,100.00). It was uncontested at the hearing that \$250.00 of the contract was for the pole light, and \$950.00 was for the vinyl soffit. Additionally, it was uncontested that the tint, pole light and soffit were not related to the Contract (i.e. \$1,425.00). However, based on the evidence, the Claimant paid Dunn-Rite a total of \$27,450.00. The discrepancy was not explained during the hearing. In fact, the Claimant was generally confused as to what she paid to whom for what. She was confident she paid what was asked of her and provided checks and check registers to show the amounts.

The testimony from the contractors was that the front porch slab forms could have been removed. Mr. Wallace testified removing the front porch slab would have been labor intensive and expensive but did not place a value on what it would have cost to "fix" the Respondent's work. Instead, he decided to totally dismantle the project and start from the foundation up and a \$9,000.00 job became a \$26,025.00 job (\$27,450 paid to Dunn-Rite minus the \$1,425.00 allegedly unrelated to the Respondent's Contract). Mr. McElroy testified that the jobs were similar in cost, except for the demolition. There was no evidence presented as to the cost of demolition, but I cannot fathom that it cost \$17,025.00 and there was countervailing evidence of the cost to finish the Respondent's work. Equally absent from the evidence was any breakdown of the costs associated with Dunn-Rite's contract beyond the \$1,425.00 carved out for the tint, pole light and soffit. It was uncontested that Dunn-Rite used the blocks that the Respondent purchased to complete their design, but Mr. Wallace did not provide evidence as to how that affected his contract with the Claimant. Neither the Respondent nor Dun-Rite obtained any permits for their work, so neither of their projects was subject to an inspection that might support each contractor's claim that their design was proper.

and also be an experience of the control of the con i anno 1966. Tha the ann an bhail a bailt an am in 1977 fair i stig de comhlad an mhit mho ai and the states of the contribution of the state of the same of the first of the state of the state of the same of the same of the state of the same of of 1600 (160) of the first state of the first of the properties and the first control of the section of the section of (#43) All 1890 (LACE Challes Africa) The confined Live is a bodies gifted board was will Section with the resignment, the could delive their relief energies for the being and execute assistances. on the fire hades new high thing his highlighters gow title for the less more of the second with each remarka ali kari di 1992 per karingan beringka bering ka

on many control of the first participant of the control of the first of the control of the contr ere mandel et delegações en bilitar delegações planas porte a grande terres el celebrilitat de la comuna. alikula engkal Mililiah ja men samu bija gan ada asing ralami di tangkapan da bela dikangak bas - transis, pri, singra il estre configurato fra a trajone sur riborno chi silici con il cattorio e di il settofi dino c Committee of the constant of the hope of the first of the A. T. I have the constant of the second and the second of the second o reporter that with their lives regarded it was the model that the form of Type, the force was intimized the to the section with the same terminal professors called writing of both callinguate was as in its der je za bil se njed i produkuje sir si produkuju. Pro 1945 po kom i prodiktion problektion di jed kudu kodije ran erigit gil yan a sarada ili kalerta larit, başılış va başını barlık ili barlaycası ili biri hili ev gen adı , alleg seperation from the contract of the first contract of the congressions will be the transferred configuration and the constant with the first energing duty and the first per consider the election of the first the later of the first in the election of the first through oya, Boro Stocky och och kambartinak edilyki och 1866 och ber bekoratik vid en representative kon i po**kompre**nte i dia konditali di el el el fregiori de la il diactico più la esti di el francia e

ura, aka milio yanishi u kata ata ata kilin Mibia, kina kina k

The Respondent abandoned the Contract and failed to complete the Front Porch after completing some of the work. The evidence supports that the first slab was workmanlike. The amount of time and expense to remove the forms from the first porch slab was not provided and Dunn-Rite demolished it. Whatever work was necessary to complete the Front Porch project was not addressed by either party outside of complete demolition and rebuilding. The Claimant is due compensation from the fund, but not for the entire demolition and rebuilding. The claim filed by the Claimant does not support what amount she should be paid because its calculations are not supported by the evidence. The revised complaint the Claimant submitted to the Fund provided the following:

1.	Date of original contract	1.	January 23, 2016
2.	Date work done by [Respondent]	2.	Started March 2017
3.	Amount of Original Contract	3. \$	24,300 (9,000.00 front porch)
4.	Amount of any changes to original contract	4. \$	N/A
5.	Total amounts of lines 3 and 4	5. \$	24,300 (\$9,000.00 for front)
6.	Amount paid to or on behalf of contractor	6. \$	7,000.00 – for front
7.	Estimated value of work done by the	7. \$	N/A
	[Respondent] (PROVIDE PROOF)		
8.	Subtract line 7 from line 6 and enter here	8. \$	7,000.00
9.	Amount paid or payable to restore, repair,	9. \$	23,875.00
	replace or complete work done by the	ļ.	
	[Respondent], which is poor or		
	unworkmanlike or otherwise inadequate or		
	incomplete (PROVIDE PROOF)		

He gitte green green with	
are the Mounday par od chago to	to the section of the property of the conditions
The Children Charles of the	ting in the transfer will be made to bring to these givenings of lesses.
A ten provinces configure as to	ता क्राहर कर सम्मानक कारने . जुन्नीत क्राहरूक देख्यु कारकाहरूक है । । स्वयति
कार, एक एक्ट्रिक के अन्तु p के स्वत्यक के सार	व्यक्त के इंड एक एक के मार्च एक प्रकार के स्वर्थ है करें है
्रमान्याम् स्टब्स् वर्षेत्राच्यात्राच्यात्राच्यात्राच्यात्राच्यात्राच्यात्रा	त्र प्रत्योक्त प्रतार्थे राज्य क्षेत्र के अन्य दे ष्ट्राम्भद्रक होता प्रत्येक्ष प्रतार करेश के
अवस्थानम् अपूर्वतः हे ब्रह्मेत् स्ट्रीन्डस्ट व्हास	र राज्य । स्वतृत्वार स्वाप्तिकार पूर्ण विश्व क्रिकार प्राप्तिकार क्षेत्र के सम्बद्धाना स्वाप्त
ကလုံးမှုသည်။ ခုပေါ့၏ ပည်တွင် ကာဏာ ၂၂	र मुक्तिकार को किया । वाल मुक्ति सुनेत वार कार क <mark>र</mark> कार्यकार है है कार्यक्रिक
्राप्ति शर्प कोल संबद्धाने ।	्या सुरुपत्रकार १६० मा ४० ति स्टब्बिकेट ५ इक्क्षेप्ट १८ वर्ष १८०० वर्ष १

				1	
	i pandriminas da De E	ishi		•	
	is satisfied in the same of th	a mork lin ia i			
	his genous, and same a	74. 78. t.			
i	haby or burn of pose was y	gegalek kepada da l			
	galanaghir na Wasima		4.14	-	
i Sin	Standing A form that	me and principal			
	· 建建筑 电影 (1)	NO MA			
	The Court Acts Courts	riet, Najas — in			
	reginale. Szinen or stalas		Ç.	, di	Courte de la company
	ासका क्रमांक के एक सहस्र है। 		• •	ns.	
4	्राप्त्रभक्षीत्रका के निष्ठा के कार्यात्र विकास	received to the second	τ,		
	The Landstone		::*:		The property of the nearth)
.	Torks were come of their				An en

10.	Amount of claim. Add amounts on line 6	10. \$	21,875.00
	and 9 and subtract the amount of line 5		
11.	Enter claim, amount from either line 8 or 10	11. \$	21,875.00

Therefore, a unique calculation must be performed using the figures in evidence.

Amount of Actual Loss

Having found eligibility for compensation because the Respondent abandoned the project, I must determine the amount of the Claimant's actual loss and the amount 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. Md. Code Ann., 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 unless a unique calculation is necessary.

In this case, the Respondent performed some of the work required per the Contract, and the Claimant retained another contractor to complete that work and the new contractor demolished the entire Front Porch project and started over. In accordance with the special circumstances outlined in the findings above, I conclude this claim requires a unique measurement. COMAR 09.08.03.03B(3). 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

⁷ I considered the calculations provided by fund and disregard them because the calculations presume the demolition of the entire project was necessary and they used the entire cost of the Contract (\$24,300.00) when it was uncontested that two thirds of the Contract projects were performed in a workmanlike manner to the satisfaction of the Claimant.

		·	
ા - ૧૯૦૦ - પ્રાથમિક			
 अध्यक्षित्रम् प्राचीत्र द्वाराज्ये । त्याप्रिक्ता प्रिकार प्राचीत्र प्राचीत्र प्राचीत्र प्राचीत्र च प्रकारी द्वाराज्ये के तत्र अत्यक्षित्र प्रदान के प्रधानिक निवास द्वाराज्ये । त्या स्थाप कर अक्षाद्रभूत्र त्या के प्रधानिक निवास 	ि केन्द्र एक अनुसर क्षेत्र भू	स्यान प्रमुख्यान स्थान कर्ने क्ष्मित्र स्थान कर्ने कर्ने इ.स. १९५६ वर्षे १९४८ वर्षे १९५५ होता है। इ.स. १९५४ वर्षे १९५५ वर्षे क्षमित्र स्थान कर्ने	
and the second of the second o			
ी सम्बन्धाः स्टब्स्ट्रिकः मृत्याकः २०११मानुस्य सम्बन्धाः समुक्तानुस्य	া কেন্দ্ৰ (১৯ জন) নিজন <mark>কৰে।</mark> নিজন ১৯৯ কিন্তু কৈ কেন্দ্ৰ	edi, aleman pappe selamben jak Julya nema lan pappapleng lan ndepaperation number ti tipa dippenja aleman nema langung	1 2
n Terrendisch George Proposition (1985) (19			
िर्माण कर्मा <mark>केन्स्र मेह ६६ जा</mark> त	rigi, (4) v skolgiski	ti net 1632 with a first over this to	
តាមតែមានបាននិងនិងស្វី សម្រុ វសិកនាំ 🚉 ន ជួន។	the equilibrit following in the		•
Company Charles Services	्रभूति राज्य सम्बद्धाः स	and the way to the contract of	
्रिक् ए _{क्स} प्रकास राज्यात है। जनसङ्ख्या अल	on and one figure of	constant of the second constant	
्रा । के हम् <mark>की का क्ष्म केंद्रकर</mark>	o system a sistem	Sold - Jacobs Ing State of Sold S	a soft staye (
nand an yak na ke Al o son orth			
- तुक्राच्या अस्तानको । द्वाराष्ट्रमानसं, तत्र संबोधकोत् हुः	कार समुख्ये अने पुरू ह	graffen, ja dahamang enag, agras	
क्षा के अने का अने का किस्ता के किस्ता क	keristik meta		, Tability .
neontrousself, parametric pape	Spenis Spenison .	r rem framedicus; Light gi <mark>ngs y</mark> m	nogwood.
्रह्मास विकास है। विकास समिति विकास स्थाप		માં અલક કે કે સુક્ષુણાઈ કે કામ જો પ્રાથમિ	
	क्षा ब्राज्य स्कृतकार्ये ह	्याची केंद्र । ये अन्त्रित स्थान	1825
្រែស្រីកាត់ ប្រើកាតុ មកស្មេញសេច ក	parties agreement		
र्वेद्याणक की सुन्ने संस् रक्त हैं।			
हुन कक्षाकर स्थाप है। स्थाप क्षाप्त है।	e jegista je relegioni.	Same start to be being the	
१९८ हार्यक्तात्रीकृत्यका समित्र सम्बद्धाः । १९८			
FOR SHE SHEET SHEET SHEET SHEET SHEET			
The Standard States And and	STATE OF A		

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).

Based on this formula, the Claimant's actual loss is \$10,231.30.

Amount paid under the Contract	\$10,231.30 ⁸
Plus amount paid to Dunn-Rite	\$26,025.00
Subtotal	\$36,256.30
Minus original Contract price	\$ 9,000.00
Total	\$27,256.30

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. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's alleged actual loss of \$27,256.30 exceeds \$20,000.00. In addition, that number is inflated because the evidence is that the projects should have cost about the same (i.e. \$9,000.00). The amounts the Respondent should be credited for the first slab that J & S poured, and the blocks that were reused in the Dunn-Rite contract were not valued, nor was the value of what was necessarily reconstructed after the Respondent abandoned the project. Further, the Fund may not award "an amount in excess of the amount paid by or on behalf of the claimant to the contractor against whom the claim is filed." Md. Code Ann., Bus. Reg. § 8-404(e)(5); COMAR 09.08.03.03B(4). I calculate that the costs associated with removing the forms, using the blocks and repouring the steps offset

⁸ This figure represents the \$7,000.00 paid to the Respondent in April and June 2017 and the \$3,231.30 paid to J & S in January 2018.

		•
in a section of the rest of the section of the sect	iljen like entr	an solat sepa proced barre
 वाचा अलेल्या को अञ्चलित प्रोहत प्रदेश 	elektronik (n. 2008) 1975-1984 yang bilan dari	
in the second se		en en men de tans des brenzañs
		The state of the s
(1975년 대학교 - 1975년 -		Producti de despessor en producti en 1990 en de consessor en 1997 en 1997 participat
	· · · · · · · · · · · · · · · · · · ·	o sistema di serio di popolitico. Nacionali
्रक स्थान करते और है के कुक्ति व्यक्तिकार हो।	Artiskoù energelogel	
one of the leaf and other than the many of the task	ag probability in involu	នៃក្រុមស្រួលនៃការ ឬ ន ិចប្រ ុំ នៅថា
	igalogi mi e oriene	्राम्य स्था असूक्ष अस्तुमध्योषातुः वर्गतः । विशेषा
i je je milijako sa kombili sudifikat belise i ibi		CARTANETORY CAMP OF THE
า และ ค ลา คอมห ลัง และ เกลา และ การส่งกับ การส่งกับ		
		. m ស្តែ គ្នា សា ស្រីស្ថាន សុខម៉ាំស្តែនក
		rajuaijotaja, ir ir alijus kiralius irgie
hardang kembal yil to d an melelekan mel	se sa en la coma de	er ege er skriver skiper fle
ali ka jeza zu jest ne est tom kasit se	्रिकृष्टिक्षा के एक्ट्रिक्ट -	to an action of the property of the company
ាយក្នុងការប្រវត្តិសម្រើក្រុមបន្តិស្វិសភាទ ក្រុងក្នុងការប្រភព្វិសភា	o day saifi diffee jahin	on the like and the promise
	美国 开展的	
	e see gan see geer de de	तानक स्थानिक प्राच्याः हो इत्यक्षण कामून (१८५५) ^{हिन्} र
		the state of the s
· 通用などの発達・A Castton Cathonism A Cathonism A Cathonism A 	in the superior will train to the	्रिक्ति विकास अस्ति अस्ति अस्ति अस्ति । अस्ति । स्वर्ति

any demolition and rebuilding of forms bringing the total cost of finishing the abandoned job to the same cost paid for its initial completion.

Therefore, in this case, the Claimant's recovery is limited to \$10,231.30. Md. Code Ann., Bus. Reg. § 8-405(e); COMAR 09.08.03.03.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss \$10,231.30 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & 2020 Supp.); COMAR 09.08.03.03B(3). I further conclude that the Claimant is entitled to recover \$10,231.30 from the Fund.

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$10,231.30; 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;⁹ and

⁹ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.

gradient de la proposition de la company			4		
i •	•.			· ·	
satisfied to color, a fee	ing property (in di la constante.	garja: 1 to 1	illo gribling maj	u san ni tikanin din s
	•	·			
			Source State of the State of th		Aktorinta sajent dibit.
THE A. S. 600 ET A. 10	CHS, Wash		sun h Trainfine d	क्षित्र के सुरक्ष करणाहरू है। इ.स.च्या	ক্ষরিক্রেটি
					किन्छ १,५५६ असे
erina di Paranta di Pa Paranta di Paranta di					
and the state of t	าในเคลื่อกกระบบครั้ง เป็นเกลื่อกกระบบครั้ง	Mages is seen on i	t nezerita apa	estrija danan. B	Cotocogil
Carty 144, hu-2	្តីទី មេខភី ភព	List A Charles	t a jak it	a. 25 m. Figoroco	ार्ने क्षांत्र का करिये हैं। इस्त्री क्षांत्र का क्षांत्र के स्ट्रांट
estat vog g	हारा देखाई जार म	West and		111 m 2 m 2 m m	્રા (તે.સ્ટ્રાફ્ક ર્ફ સ્ટ્રેસ ્ટ્રેસ્ટ્રેડ) સ્ટ્રે
				Januar de	१,५% े. हैं है करण करते ।
	girlagalta				
	L ypromiting (1)	Permentikan menangan permentikan Permentikan permentikan perment	क्षा होते हैं। अक्टी	roming by the skiller	
					talli, leggin
· Andrews Andr	orgin. See d			ी व्यक्तिक्षी क्षा _{स्थ}	
herdick's solvo	na pon da biskop	namika namika	ad maky filipakiny	non et link en	lagur shakraling old
ង្គនយៈ ^{(ស} ិ ប. ង	(Mar. 1918) 10		ving the con-		जहाँक े हमांत्र दर्भ क्षा
				traines and	l Baldelander entitlete
	÷.				
			•		· [
e e e e e e e e e e e e e e e e e e e					
	•				
	+ 1				
	•				
			•		
	.•			PER SECONDARY	grande State Land Commercial

ORDER that the records and publications of the Maryland Home Improvement

Commission reflect this decision.

November 25, 2020
Date Decision Issued



William F. Burnham Administrative Law Judge

WFB/kdp # 189184 time an affect of the formal floors to first the

 respect the section of the contract of the con

recisionari di distilla miselimperide

. <u>1806</u> jajo de desmajo Para Jarobikovaj espaji

> खाः । अस्याद्वा

PROPOSED ORDER

WHEREFORE, this 8th day of March, 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.

I Jean White

I Jean White Panel B MARYLAND HOME IMPROVEMENT COMMISSION

a of popular of the company of the c taga a terreta di tito di alemani. and the selection of the second of the secon ng para ngang bang kang kang panggang panggang ng 1992 ng katila kalang na 2004 ng kangangang kangkan n Callegory of the Effect of the entire growing and all respects construction for the report of the collection of the Effect The second of th read the second of the second

IN THE MATTER OF THE CLAIM OF **CORINDA MANUEL** AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF JAMES MASIMORE T/A MASIMORE CONTRACTORS, INC.

MARYLAND HOME

IMPROVEMENT COMMISSION

MHIC CASE NO. 19(75)182 OAH CASE NO. LABOR-HIC-

02-19-40275

FINAL ORDER

This matter was originally heard before an Administrative Law Judge ("ALJ") of the Office of Administrative Hearings ("OAH") on November 25, 2020. Following the evidentiary hearing, the ALJ issued a Proposed Decision on December 9, 2019, finding that Corinda Manuel ("Claimant") suffered an actual loss resulting from the acts or omissions of James Masimore t/a Masimore Contractors, Inc. ("Contractor") and granting the Claimant an award of \$10,231.30 from the Home Improvement Guaranty Fund. (Proposed Decision p. 8.) In a Proposed Order dated March 8, 2021, the Maryland Home Improvement Commission ("MHIC" or "Commission") affirmed the Proposed Decision of the ALJ. The Claimant subsequently filed exceptions to the MHIC Proposed Order.

On April 15, 2021, a three-member panel ("Panel") of the MHIC held a remote hearing on the exceptions filed in this matter. Andrew Vance, Esq., represented the Claimant. James Masimore 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; 3) Claimant's exceptions. Neither party produced a copy of the transcript of the hearing before the ALJ. Therefore, the Panel's review of the record was limited to the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, and the exhibits offered as evidence at the OAH

35-10-4834E

阿拉西马克里克斯斯马克斯斯科斯

多数量 强数性强力 化冷凝性重要的

The state of the s

A managed acceptable to the control of the control

hearing. COMAR 09.01.03.09(G) - (I).

The claim in this proceeding relates to a contract between the parties to 1) install rear porch railings on the Claimant's home for \$1,300.00, 2) demolish and replace the Claimant's front porch and walkway and construct a retaining wall for \$9,000.00 (hereinafter "front porch project") and 3) remodel the Claimant's kitchen for \$14,000.00, which the ALJ deemed by be three separate projects. The parties agreed, and the ALJ found, that the Contractor satisfactorily completed the rear porch railing and kitchen remodeling projects and that the Contractor failed to complete the front porch project.

There was conflicting evidence as to whether the Contractor's work with respect to the front porch project was workmanlike and whether and the extent to which demolition was necessary to correct and complete the project. The ALJ found that the Contractor's installation of the slab for the front porch was workmanlike but that the forms for the slab had to be removed, which the Contractor did not do before abandoning the project. Therefore, the ALJ found that the Claimant was not entitled to compensation for the entire demolition and rebuilding of the front porch. (Proposed Decision p. 16.)

The ALJ determined that the facts justified the use of a unique formula to calculate the Claimant's actual loss because the Claimant's contract with a subsequent contractor, Dun-Rite, to complete the front porch project included the complete demolition of the front porch slab and because the contract between the parties involved three distinct projects, two of which the Contractor completed satisfactorily. Therefore, the ALJ, rather than using the entire original contract price of \$24,300.00 to calculate the Claimant's actual loss, used only the \$9,000.00 price for the front porch project. In his calculation, the ALJ deemed the Claimant to have paid \$10,231.30 under the contract, which included \$7,000.00 paid directly to the Contractor for the

(1) 2010年 (2014年) 经基本资本公司 (2014年)

description of the second of t

and the second of the self-general and the second of the self-control of the self-cont

and the content of th

front porch project and \$3,231.30 that the Claimant paid to the Contractor's concrete subcontractor, J&S, to redo the concrete forms that the Contractor built for the front steps. The ALJ found that the Dun-Rite's contract was for the same scope of work as the original contract except that it included \$1,200.00 for a pole light and vinyl soffit that were not part of the original contract and reduced the \$23,875.00 price to \$22,625.00. The ALJ found that the amount paid to Dun-Rite was excessive because the Dun-Rite contract price included the unnecessary demolition and reconstruction of the front porch slab and did not account for stacked block materials that the Contractor purchased and Dun-Rite reused. The ALJ ultimately found that the Claimant suffered an actual loss of \$10,231.00, reasoning both that that figure represented the reasonable cost to complete the front porch project and that the actual loss was capped at \$10,231.00 under Md Code Ann., Bus. Reg. § 8-405(e)(1) because that is the amount the Claimant paid under the original contract.

On exception, the Claimant argued that the ALJ erred in finding that the defective construction of the front porch slab could be remedied without demolishing the slab and erred by dividing the three projects that were the subject of the parties' contract for purposes of calculating her actual loss.

The Commission agrees that the ALJ erred in finding that the defective construction of the front porch slab could be remedied without demolishing the slab. The Claimant presented photographs of the concrete slab constructed by the Contractor with the wood form, including an OSB sheet used for the bottom of the form, left underneath the slab. (Claimant's OAH Hearing Exhibit 6.) The Commission finds the Claimant's Home Inspector's statement that the wood form could not be removed from underneath the slab (Claimant's OAH Hearing Exhibit 6) to be persuasive and therefore finds that the demolition of the slab was necessary to remedy the

2.28 G135.5

s di lection des

is de light and going appropriate and additional to modification of the first of the Albacet, the manuscroping

ctorograms and wind one at the discontinuity and that the best and the state of the with a second of the second of the contract of the first of the second of the land of the first of purchas heigher for her like there is never to be educif him and an educif it is the contract the educif is the in your off that they were now to make a top of the hotell along the conflict S. D. Individual things I have t ar the management part march was with all 150 main or only that ACC art a participation bases are and Magazina parties and affilial states at spirit of the contraction nad register, and in the control of the state of the register of the state of the s Thomal time through the color of thombig given will be a 100 of the time to the fitting bone time to execute of an mana dagaran in say sagara mana manalah in a sahi daga mali intera dini sahi basi kecara binaran san Describe about 00.102 pt - 1. Improved for all more related to the forget and open distriction of the property of the confidence of the confide the light of the properties of the contract of

gradienimie <mark>alis agris gris</mark>kite ale daere e i<mark>n</mark>e de t**u**tt besogne a causife com congresion e da raditaren era deta di estimblea se era eta billiarra. Billiarra balliarra, bertaren billiarra beta era bizen arena សាស្ត្រស្នាល់ សាស្ត្រស្នាត្តសម្រុក នេះ បានប្រែសាស្ត្រសាធិបតែលស្ត្រសាធិបត្តសម្រេច នៃសាស្ត្រសាធិបត្តសម្រេច នៅប្រ

additaring contribution to be in the site of the site Balgreich eine gegegt in eaffin neicht eine gelicht gelicht abetiffen. Dan wann ist Einen eine deuten was ist grammatically in the book of the green Head of the value of this or control of the grammatical Control to the bound of the bound of the found administration of the control of the control of the formation of operation of the contract of the compact probabilities wild both their mileties and the contract of the contract with a 40 february bases. When a partially care out to very bose most to habor to the book Contractor's defective work.

The Commission also agrees with the Claimant that the ALJ erred in calculating her actual loss, but does not agree with the Claimant's suggested calculation. As the Claimant notes in her exceptions, to calculate a claimant's actual loss when a contractor has performed work under a contract and the claimant has hired another contractor to correct and complete the work, COMAR 09.08.03.03B(3)(c) calls for the consideration of the original contract price, not the price of the specific defective component of the contract work, and the amount a homeowner has paid to or on behalf of the contractor under the original contract, not the amount paid to or on behalf of the contractor under the original contract for a specific defective component of the contract work. The Commission holds that the ALJ erred by applying a unique measurement to calculate the Claimant's actual loss rather than applying the formula set forth in COMAR 09.08.03.03B(3)(c). Although the contract between the parties included separate prices for three specific projects, it was a single contract. Md Code Ann., Bus. Reg. § 8-405(e)(5) protects contractors from excessive liability by capping Guaranty Fund awards at \$20,000.00 or the amount paid by a claimant under their contract. Expanding the protection of the Contractor in this proceeding by further limiting the award to the amount paid by the Claimant for one component of the contract is not warranted.

The Commission also finds that the ALJ erred in relying on the Dun-Rite contract to determine the cost to correct or complete the Contractor's deficient work. The scope of work and materials under the contract between the parties differed from those under the Dun-Rite contract in significant respects. J&S, the concrete subcontractor that poured the concrete for both the Contractor and Dun-Rite testified that the porch installed by Dun-Rite was a different design than the porch installed by the Contractor. (Proposed Decision p. 11.) The Contractor's porch was supported by stacked block walls, whereas Dun-Rite dug footers and poured a concrete foundation

- building a great of classes besiden. े कुछ राष्ट्र १ वर्ष के वर्ष कर्यों कर है । विक्रिक्ट के एक एक वर्ष होते हैं। वर्ष करें कि वर्ष के कुछ के कि क

रिक्ताम्बर्धान् । ज्ञासन्तर्भः अत्राहरू^न

a institut ja kikaala pipasa alaja kaja kala jasta ja kaja institutura ja paparasaa, si ki adenta ji kartistan The periods by the color of the color of the colored free the color of the color of the color of the color of ुलातकोम्य सन्दर्भनः अन्य १५, तुन्य राष्ट्रीमध्ये भारतुमावद्येश्ची सुप्रयोजनन्त्रेष्ट ने अने सुप्रयोग न न रोजी द्राप का अन्येत्रपुरणके के के का अन्ति । जा अत्यान का का का का के कि का का का का कि कि साम का का का का का का का का क where the districtive construction by the term of a purpose of the security of a facility that the median contraction मेहर राष्ट्रक न है के हैं है के क्षेत्रकार की है। एक बेर महर्द कराइडके हिंद प्रमुखकोश कर है। है को ले के हैं प १९७५ र १) विशेष्ट्रात्त्रे १९७५ । द्रम्भ ५७० जात्रु अस्ति द्रामी <mark>१९७५ स्विह</mark>ित्य स्टूट है। सन्दर्शत विभावती वि the same, as the man of the first the common for the population of the confict in the same of the confidence of the conf ျှမောက်မှာမေတာ့ နားသောမျှဆိုရာသည်။ မလျှောက်မှု ရွှေရှိသည့်သည်။ အလျှောက်မှာမေတာ့ မြောင်းမေတာ် မြို့မေသည်။ သည်ကျ ुमुचनावृत्तिको व्यक्तिमध् द्वारामध्यक्ति । जनसम्बद्धाः च कान्यमुमुन्ति । अभूदर्धः मन्तरिक वर्षान्तिक भाषानु अधारमधार នៃស្នានទាំព្រះប្រទេស ម៉ូម៉ាងសា មន្ត្រាប្រទេស នៃសាក្ស្រាក ស្ងាត់ ខ្លានខ្លាំងភ្នាំក្រៅប្រទាំង**ស្វាស**្ត្រាកាល អ្នកបែលសមាល់កែចំនេះមក स्क्रियों के 16 रहता है कर का है। विकास कहा के किस्तु के किस्तु के किस्तु के किस्तु के किस्तु के किस्तु के कि e participat de la la proposició de la companya de la proposició de la companya de la companya de la companya de ក្នុសសេរ បែក ប្រឹក្សា ខ្លួន ខ្លួនក្នុង ស្រុក គ្នា ប្រធិន្តតែ២ ស្ថិតស្មើនេះ មហភាព រក់សុខ្មែរបែកនៅអ្នក ខ្ពស់ ការស្វាន់ មានអស់នៃការស្វាន់ និក្សានេះ និស្សាន់ការស្វាន់ស្វាន់ស្វាន់ស្វាន់ស្វាន់ការបានសម្រេច បានប្រាស់ ប្រែការស particular of the contribution of the first particular contribution is a substitution of the contribution ा । अव्योक्ति अस्तरम् अस्तु सम्प्राधिकेन म्हान्यक्रिकेन क्षा है। र राज्यात्रा र ग्रामेश वे स्थान भूक क्या स्टब्स्ट क्यां मुक्त कर क्यां के बहुतें लेख कर करते हैं है है कि स्टब्स , and the section of the first of the section of the section of the content of the section of th mendagian i tada sa 150 di appe ka migabag pak di jadi pi abbahilak pi 1 bertadang maryi atajik di

न्यात्र । अनेक्ष्युक्षीय पुरुष । के प्रति हो इन्हें के हैं है अवकारों हुए से पुरुष निवास किया है के प्रति है के

to support its porch. (Proposed Decision pp. 12-13; OAH Hearing Claimant's Exhibits 11-14.) Scott Wallace, the owner of Dun-Rite, testified that he used the blocks that the Contractor had used for the front porch project plus another pallet of blocks that he purchased. (Proposed Decision p. 11.) He also testified that he replaced the step frames built when the Contractor was working on the project and arranged them in a semicircle pattern. The photographs in the record do not demonstrate that the Dun-Rite steps were similar in design to the Contractor's steps. Although the concrete subcontractor testified that the cost of pouring the concrete for the Contractor was approximately the same as the cost of pouring the concrete for Dun-Rite, the Dun-Rite contract price for the front porch project was more than twice the price of the front porch project in the contract between the parties. In addition, the Dun-Rite contract did not include the demolition and removal of the existing steps, as the Contractor had already performed that work. Finally, the Dun-Rite contract included the installation of new railings on the steps to the porch and driveway that were not included in the original contract. (OAH Hearing Claimant's Exhibits 1 and 7.) Accordingly, the Commission finds that the Claimant has failed to prove that the front porch project under the Dun-Rite is for the same scope of work as the front porch project in the contract between the parties and, therefore, that the ALJ's reliance on the Dun-Rite contract price as the Claimant's cost to correct and complete the Contractor's work was erroneous.

Given the lack of other evidence of the cost to correct and complete the Contractor's work, the Commission finds that the original contract price, plus the cost of having the concrete subcontractor rebuild the form for the steps under the original contract, represents the cost to correct or complete the work. The Commission agrees with the ALJ's finding that the Contractor failed to complete the front porch project. In addition, contrary to the ALJ's finding, the Commission finds that the Contractor's construction of the front porch was unworkmanlike

and one of the transfer of the transfer of the first of the first one of the first of the first of the first of

grave of schilled attacked to meet will like the control of the colory of reports the grave of the encept who camput containing arkents out to be without the fill of the fill to use an outs wealth's firms in antickendrous grad potens, grads potens, grad stighted by the contract of this theory of their terms and the and graphical recommendation of the entry little contractions of the only and best positive to be obtained to ann air Smarus ach air an marataing 1940 i Leaster si greachan a de amhaite ann aigtern Realgry ann religion for the research orders. O with our representation in the contract of the effect of attention with non- removes the left contributes and one generates in his brook, with Arthress, and another discouragion Barrer B. F. Barrer C. W. Brittel and Broger and other pater of the College British and Africa and complete ានី នៅ នេះដែល ម៉ូលនេះ ១៥០ នៃហើយ នាសម្បាស់ ខ្លែបំខា ឈំនាំ ភេសនៈ ១៤ សិក្រែត និសេស ស្មី ម៉ូត្រង់ ក្រោយមែល transport from both shadow has estimated from the englight in the lift. In the way our attribute the firm of and si Prof. Francischen benedien demokange de O has epa geberese de beneder and grown via but the agracing come and not begin to the factor of the beginning to be a self. (I don't so dided whose blood gaines (I soft) don't her a lighter who do had story can be so stoon in the grid main server of Lydfor and required forth and to be distributed amount son the five cost grand area all militariyaa, dan is inodi ordi. a yarix ay ay an na halin ingilik da kai dalkagay kabi alagu mejenn Toma es ou mei um m**os piò** camp munde som clar som clar a transcribilità dell'emplia della completa della completa

y care reinstantinoù aenòkoù par a bini touri par a fear ceit l'arseng dez discreta ékiri cara yeur n tion a form which is the contract of a first separate print, when the contract is the contract of ou no o colo accominata de militar (effera), en coloso agrico els de con il de la beladar, differiar escribi net gjan. De te a rige ligeført fet for det dell ganner referir i all ledt i det valde pergiften i danges. with private of its off or remarks my tour of the control of a modern with the general of their wife the first advers to a discount of a construction of the indicates and the contract of the because the front porch slab was poured on top of wood forms that could not reasonably be removed (OAH Hearing Claimant's Exhibits 6, 10, 11, and 12.) Therefore, the work that the Contractor did complete with respect to the front porch slab and support had little value to the Claimant, rather, it had to be demolished to correct and complete the project, which added some cost to the correction and completion of the project, although there was no evidence of that cost. Conversely, the Contractor provided stacked block materials that were reused by Dun-Rite and the Contractor had already demolished the existing walkway, but there also is no evidence of the value of the demolition work or materials.

The Commission finds that the Claimants actual loss is \$7,771.00, calculated as follows:

\$19,840 Amt. paid to Contractor under original contract

+ \$3,231 Amt. paid on behalf of Contractor to J&S under change to original contract

+ \$12,231 Cost to correct and complete contract work

\$35,302

- \$27,531¹ Original contract price including change order

\$7,771 Actual Loss

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 19th day of July 2021, **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;

¹ The Commission notes that the Claimant erroneously included the \$3,231.00 in the amount the Claimant paid to or on behalf of the Contractor but failed to include it in the original contract price in her proposed calculation of actual loss. (Exceptions Hearing MHIC Exhibit 3 p. 6.)

grandelenger den Niglia den grade granden 12a erubar berusa, der diefg externoren det det blander red for the commendation of the second for the second for the second of the second for the second for the second refer al apoli de de la comprese de la circia de especial de la comprese del comprese de la comprese del comprese de la comprese della comprese de la comprese della compre makan katik sandity sanggap seti menangan ben megangan at ira rajaal - och dil at te serihir sanan. Di Serve codi collegradive di a esca e acia digi callo develiba que la celifa 📗 e en cerá celebración e el cere restriction of the control of the co t adisse a to differe difference to grant a contract policita vigati a gasti. Politiko est a tracta e la compar a dic Triable to ten in a well-still a durante la cominida de 1901 de l'Africa de la companya de la companya de la companya de la companya de la comp and the first in the first of the second orani na si kelipana nganakapakan jekipi mari seletikan jelik kelipina kelipina. The Market Control of the Control of

> The Carle of the second state of the second state of the second s . Paris Title Gold

gang be the anti-selection becoming religible the absuming of the contact of the against the . The November of the Control of the Maria Riggion, a collinal colectionically of the climate in A

ng\$Pfint printe and appropriates? By logaritheathe, but took ∫ i ranner on to±ith rapin hill า กระหว่างได้เรียงใหม่เกาะ เดยได้โดกของได้ เหมือนหาได้และที่ โดยการได้ เดย กับจาดูและ ที่รับการได้ เก

Control of control of the control of t

 $(-1,\sqrt{1})^{-\frac{1}{2}}$

the leading control to the papers of the food the control of palyability of the condi del la figlia a habbation a agost en granda di appeal transidata tampe de la color di afficia de la

- D. That the Claimant is awarded \$7,721.00 from the Maryland Home Improvement Guaranty Fund;
- E. That the Contractor shall remain ineligible for a Maryland Home Improvement Commission license until the Contractor reimburses the Guaranty Fund for all monies disbursed under this Order plus annual interest of at least ten percent (10%) as set by the Commission, Md Code Ann., Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a);
- F. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and
- G. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

Bruce Quackenbush
Chairperson –Panel
Maryland Home Improvement
Commission

्रावस्थान है, यह रहता । एक्का अन्य अन्य अन्य संस्थानिक स्थापनी स्थापनी स्थापनी हैं।	partial design of the particular of the second
many year and arrest thing pales of any last fire. The more than	e managaran di serim
The Concern good of manager became a first or of the	e e comit a constituição
that you to the GROTE the margin of the Date of the property of the property of	
Committee to be the second of	
the material course that small one part of the second	。 《如题题诗物的》(19节号)(1915)
	ene ture therefore come
The figure of the many of the field and the field and the field of the	Appear of Appendix
	gradu en el c
diadio deus arres. Deus en arrest	

foliomedigas (v.) Necessori