

<p>IN THE MATTER OF THE CLAIM</p> <p>OF MARCIA AND RONALD JONES,</p> <p>CLAIMANTS</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF SIERRA ARNOLD,</p> <p>T/A ARNOLD CONSTRUCTION</p> <p>GROUP,</p> <p>RESPONDENT</p>	<p>* BEFORE EDWARD J. KELLEY,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>* OAH No.: LABOR-HIC-02-22-16727</p> <p>* MHIC No.: 19 (05) 850</p>
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PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
PROPOSED FINDINGS OF FACT
DISCUSSION
PROPOSED CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On April 25, 2019, Marcia and Ronald Jones (Claimants) 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 \$35,000.00 for actual losses allegedly suffered as a result of a home improvement contract with Sierra Arnold, trading as Arnold Construction Group (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411

(2015 & Supp. 2022).¹ On July 1, 2022, the MHIC issued a Hearing Order on the Claim. On July 8, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On November 29, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Nicolas Sokolow, Assistant Attorney General, Department, represented the Fund. The Claimants were present and self-represented. The Respondent did not appear.

After waiting over fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with 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. Code of Maryland Regulations (COMAR) 28.02.01.23A.

On August 10, 2022, the OAH provided a Notice of Hearing by first-class mail and certified mail to the Respondent's two addresses on record with the OAH. COMAR 28.02.01.05C(1). The notices stated that a hearing was scheduled for November 29, 2022, at 9:30 a.m., at the OAH in Hunt Valley, Maryland. COMAR 09.08.03.03A(2). The notices further advised the Respondent that failure to attend the hearing might result in "a decision against you." The United States Postal Service did not return the notices sent first-class mail to the OAH. The receipt for one of the notices sent certified mail was signed as received; the other notice sent certified mail was returned with the notation "refused."

The record proves that Respondent received notice of the November 29, 2022, hearing. On November 16, 2022, the Respondent filed a written request for the OAH to issue a subpoena in the case. In the subpoena request, the Respondent noted her address was 2403 Reisterstown Road, Baltimore, MD 21217, which is one of the addresses on file with the OAH. The subpoena

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

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request was denied by letter order issued to that address on November 18, 2022, and that letter was not returned to the OAH by the United States Post Office. 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. I determined that the Respondent received proper notice, and I proceeded to hear the captioned matter. 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. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 09.01.03; COMAR 28.02.01.

ISSUES

1. Did the Claimants sustain an actual loss compensable by the Fund because of the Respondent's acts or omissions?
2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits offered by the Claimants:

- Clmt. Ex. A: Contract between the Claimants and the Respondent, August 7, 2018
- Clmt. Ex. B: Payment records for payments made to the Respondent on August 7, 15, 16, and 23, 2018
- Clmt. Ex. C: Pictures of project, undated
- Clmt. Ex. D: Correspondence between the Claimants and Respondent, August 7, 2018 through April 19, 2019
- Clmt. Ex. E: Award of Arbitrator, October 2, 2020
- Clmt. Ex. F: Estimate, Maybach Construction Baltimore LLC (Maybach), February 15, 2019
- Clmt. Ex. G: Payment records, various dates

IN REPLY TO THE INTERVIEW

It is noted that the interview was held on 12/11/2011.

The interview was held at the premises of the respondent.

The respondent was interviewed on 12/11/2011.

REPLY

The respondent was interviewed on 12/11/2011.

The interview was held at the premises of the respondent.

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The respondent was interviewed on 12/11/2011.

- Clmt. Ex. H: Sales receipt, A.C.E. Roll-Off, LLC, November 26, 2018
- Clmt. Ex. I: Lowe's receipts, various dates
- Clmt. Ex. J: Lowe's receipt, February 10, 2019
- Clmt. Ex. K: Flooring receipts, various dates
- Clmt. Ex. L: Lowe's receipts, February 1 and 10, 2019
- Clmt. Ex. M: Lowe's and Home Depot receipts, various dates
- Clmt. Ex. N: Home Depot receipts, November 28, 2018, and February 12, 2019
- Clmt. Ex. O: Expense Summary, undated

I admitted the following exhibits offered by the Fund:

- Fund Ex. 1: Notice of Hearing, August 10, 2022
- Fund Ex. 2: Hearing Order, July 1, 2022
- Fund Ex. 3: Letter from Joseph Tunney, Chairman, MHIC, May 7, 2019
- Fund Ex. 4: Certification of the Respondent's MHIC licensing history, November 28, 2022
- Fund Ex. 5: Affidavit, Charles Corbin, November 29, 2022

The Respondent, who did not appear, did not offer any exhibits.

Testimony

Marcia Jones testified on behalf of the Claimants.

The Fund did not present any witnesses.

The Respondent did not appear at the hearing.

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 01-115444.

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2. On August 7, 2018, the Claimants and the Respondent entered a contract to renovate the Claimants' newly purchased residence (Contract). The project involved structural renovations to the home, installation of new flooring and twenty-five new windows, and painting.
3. The original agreed-upon Contract price was \$28,945.00.
4. The Contract stated that work would begin within thirty days of August 6, 2018, and would be completed by September 29, 2018.
5. On August 7, 2018, the Claimants paid the Respondent \$10,000.00.
6. In August 2018, the Claimants and the Respondent agreed to \$7,500.00 in additions to the Contract, which consisted of installing an electric service panel (\$2,500.00) and a fence (\$5,000.00).
7. The total Contract price increased to \$36,445.00.
8. On August 15, 2018, the Claimants paid the Respondent \$5,000.00 for the fence.
9. On August 16, 2018, the Respondent began work on the project, and the Claimants paid the Respondent \$20,200.00.
10. On August 3, 2018, the Claimants paid the Respondent \$2,500.00 for the electric service panel.
11. In August 2018, the Claimants paid the Respondent \$37,700.00, notwithstanding the total Contract price was \$36,445.00. The Claimants voluntarily and unilaterally overpaid the Respondent \$1,255.00 to cover any unexpected issues.
12. The Respondent worked on the project sporadically for one month and substantially completed the demolition.
13. In the middle of September 2018, work on the project halted. The Respondent told the Claimants that this resulted from an unexpected labor shortage.

14. The Respondent did not work on the project between September 18 and October 18, 2018.

15. The Claimants lived elsewhere during the renovation but expected to move into the residence no later than November 1, 2018, the month their first mortgage payment was due.

16. In October 2018, the Claimants communicated to the Respondent their need to move into the residence by November 1, 2018, and the Respondent promised the job would be completed by October 27, 2018.

17. The Respondent did not meet the October 27, 2018, deadline.

18. In November 2018, the residence remained uninhabitable. The Claimants complained to the Respondent about the delay and demanded that the project be completed by November 21, 2018. The Respondent agreed to this demand.

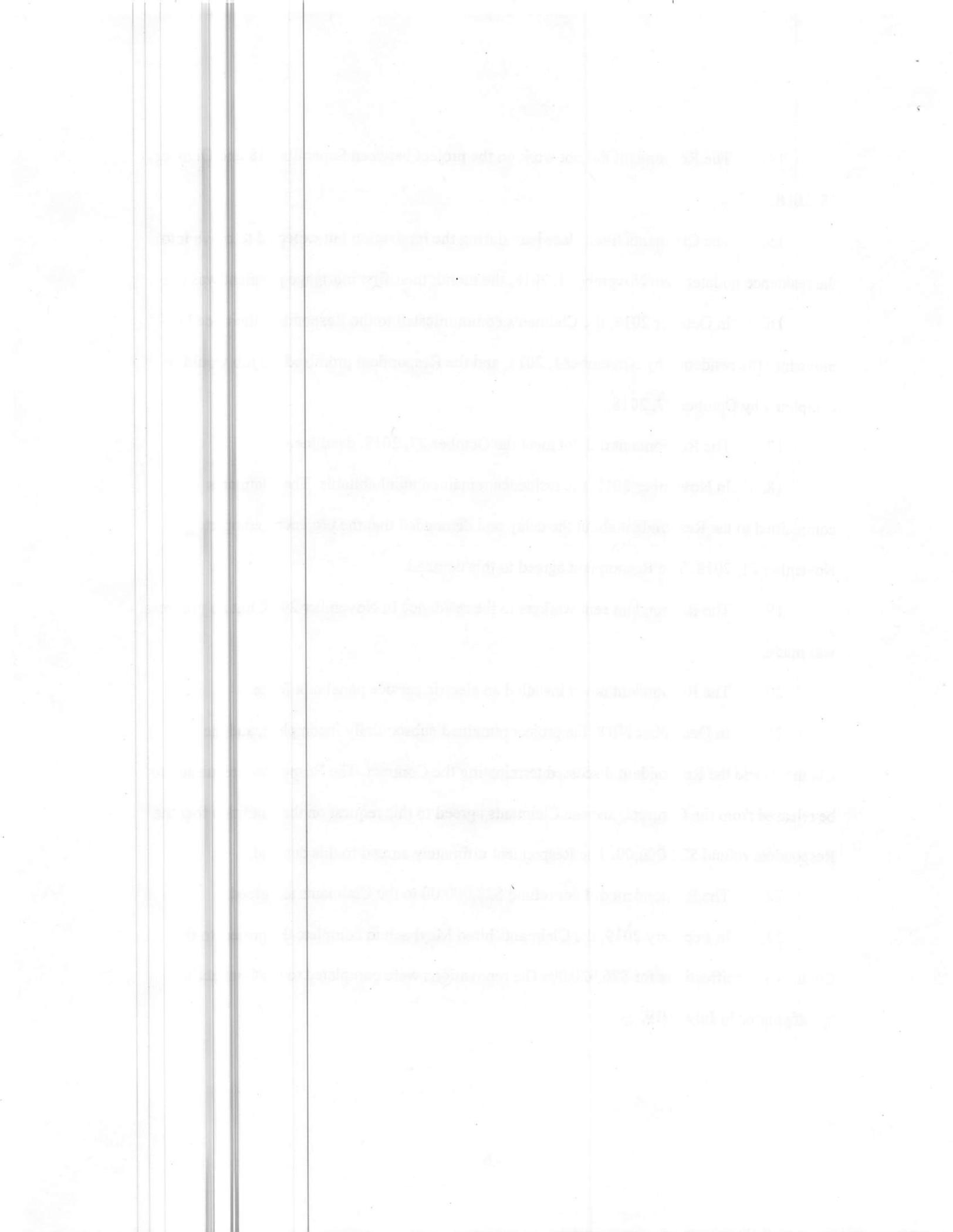
19. The Respondent sent workers to the residence in November 2018, but no progress was made.

20. The Respondent never installed an electric service panel or a fence.

21. In December 2018, the project remained substantially incomplete, and the Claimants and the Respondent discussed terminating the Contract. The Respondent requested to be released from the Contract, and the Claimants agreed to this request on the condition that the Respondent refund \$28,000.00. The Respondent ultimately agreed to this demand.

22. The Respondent did not refund \$28,000.00 to the Claimants as agreed.

23. In February 2019, the Claimants hired Maybach to complete the project to the Contract's specifications for \$26,920.00. The renovations were completed to the Contract's specifications in July 2019.



DISCUSSION

LEGAL FRAMEWORK AND BURDEN OF PROOF

The Claimants have the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); State Gov't § 10-217; 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 Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

Certain claimants are excluded from recovering from the Fund altogether. A claimant may not recover from the Fund unless: (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;² (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. Bus. Reg. §§ 8-405(c), (d), (f), and (g), 8-408(b)(1); Bus. Reg. § 8-101(g)(3)(i) (Supp. 2021).

If none of these exclusions apply, 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) (Supp. 2022); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate

² The Claimants and the Respondent participated in arbitration as required by the Contract. The arbitrator ruled in favor of the Claimants, but the Respondent did not comply with the arbitrator's order requiring payment to the Claimants.

claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor.”).

“‘[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimants have proven eligibility for compensation.

ANALYSIS

Based on the evidence presented at the hearing, I find that the Claimants were not subject to any of the statutory exclusions for recovery from the Fund. Additionally, the undisputed evidence demonstrated that the Respondent performed an incomplete home improvement by failing to timely and competently complete the project as required by the Contract. Mrs. Jones testified credibly about the project, and her unrefuted testimony was fortified by exhibits, which included pictures demonstrating the status of the Respondent’s incomplete and unworkmanlike work months after the project was supposed to be completed. The Claimants fulfilled their contractual obligation by paying the Respondent \$37,700.00,³ and they were more than patient as the project was delayed well beyond a reasonable completion date.

The Respondent did not fulfill her obligation to perform an adequate and complete home improvement; indeed, the Respondent clearly took advantage of the Claimants’ patience and goodwill and never delivered on her part of the Contract despite accepting \$37,700.00. The Respondent proffered dubious excuses for her delayed performance and repeatedly misled the Claimants to believe the project would be completed in short order. In December 2018, the Respondent acknowledged her inability to complete the project to the Contract’s specifications and requested to be released from the Contract. After some negotiations, the Respondent agreed to reimburse the Claimants \$28,000.00, but she never fulfilled that promise or returned to the project.

³ Although this amount exceeded the Contract price, the Respondent did not refund the excess.



The Fund agreed that the Claimants proved that the Respondent's work was incomplete and inadequate and recommended an award. I thus find that the Claimants are eligible for compensation from the Fund.

Having found eligibility for compensation I must determine the amount of the Claimants' actual loss and the amount, if any, that the Claimants are entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

The Respondent performed some work under the Contract, and the Claimants hired another contractor to complete or remedy that work. Accordingly, the following formula appropriately measures the Claimants' 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).

Here, the Claimants proved they paid the Respondent \$37,700.00 pursuant to the Contract. The Claimants then paid Maybach \$26,920.00⁴ to complete the Contract to the Contract's same

⁴ There was some nebulous evidence that the cost to complete the Contract was substantially more than this figure. However, the claim form, which acts as notice to the Respondent, denotes \$26,920.00 as the amount required to repair the Respondent's inadequate and unworkmanlike work, which is the same amount as the Maybach estimate. Based on the evidence presented, I find that the Claimants proved by a preponderance of the evidence that the amount required to pay another licensed contractor to repair poor work done by the original contractor under the original contract and complete the original contract was the \$26,920.00 set forth in the claim form and paid to Maybach.

specifications. When these figures are added together, the total is \$64,620.00. Based on the above-referenced formula, the Claimants' actual loss is the \$64,620.00 minus the Contract price, \$36,445.00, which equals \$28,175.00.

Effective July 1, 2022, a claimant's recovery is capped at \$30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.⁵ Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimants' actual loss of \$28,175.00.00 is less than \$30,000.00 and is less than the amount paid to the Respondent. Therefore, the Claimants are entitled to recover their actual loss of \$28,175.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimants have sustained an actual and compensable loss of \$28,175.00 because of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2022); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimants are entitled to recover \$28,175.00 from the Fund.

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimants \$28,175.00; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed

⁵ On or after July 1, 2022, the increased cap is applicable to any claim regardless of when the home improvement contract was executed, the claim was filed, or the hearing was held. See *Landsman v. MHIC*, 154 Md. App. 241, 255 (2002) (explaining that the right to compensation from the Fund is a "creature of statute," these rights are subject to change at the "whim of the legislature," and "[a]mendments to such rights are not bound by the usual presumption against retrospective application").

under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;⁶ and

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

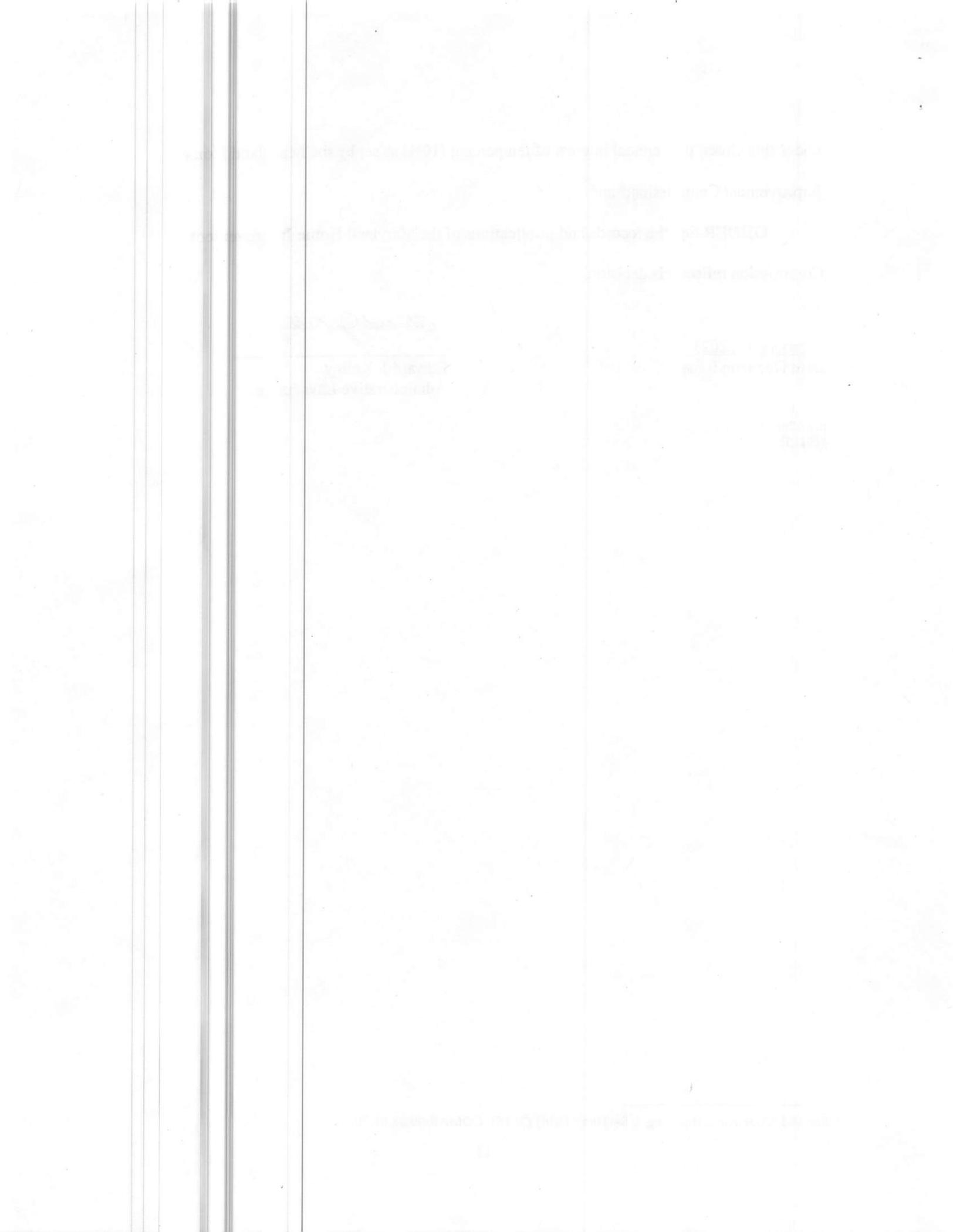
February 14, 2023
Date Decision Issued

Edward J. Kelley

Edward J. Kelley
Administrative Law Judge

EJK/dlm
#202153

⁶ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



PROPOSED ORDER

WHEREFORE, this 24th day of March, 2023, 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.

J Jean White

I Jean White

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***

NOTED ORDER

ORDER OF THE COURT IN THE MATTER OF THE ESTATE OF JAMES EARL RAY, DECEASED, AND IN REPLY TO THE PETITION OF THE ESTATE OF JAMES EARL RAY, DECEASED, FOR AN ORDER OF APPOINTMENT OF A GUARDIAN OF THE ESTATE OF SAID DECEASED, FILED IN THE DISTRICT COURT OF THE STATE OF MISSISSIPPI, IN AND FOR THE COUNTY OF HANCOCK, MISSISSIPPI, ON THIS 15TH DAY OF MARCH, 1970.

J. Lee White
Clerk of the Court

IN THE MATTER OF THE CLAIM OF MARCIA AND RONALD JONES AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF SIERRA ARNOLD T/A ARNOLD CONSTRUCTION GROUP	* MARYLAND HOME * IMPROVEMENT COMMISSION * * MHIC CASE NO. 19(05)850 * OAH CASE NO. LABOR-HIC- * 02-22-16727 *
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FINAL ORDER

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on November 29, 2022. Following the evidentiary hearing, the ALJ issued a Proposed Decision on February 14, 2023, concluding that the homeowners, Marcia and Ronald Jones (“Claimants”) suffered an actual loss as a result of the acts or omissions of Sierra Arnold t/a Arnold Construction Group (collectively, “Contractor”). *ALJ Proposed Decision* p. 10. In a Proposed Order dated March 24, 2023, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$28,175.00 from the Home Improvement Guaranty Fund. The Contractor subsequently filed exceptions to the MHIC Proposed Order.

On June 1, 2023, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimants and Contractor participated without counsel. Assistant Attorney General Catherine Villareale appeared at the exceptions hearing on behalf of the Guaranty Fund. The Commission entered the following preliminary exhibits as part of the record of the exceptions hearing without objection: 1) hearing notice; 2) transmittal letter, ALJ Proposed Decision, and MHIC Proposed Order; and 3) Contractor’s exceptions. Neither the Claimant nor the Contractor 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

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

The claim in this proceeding relates to a contract between the parties for a comprehensive renovation of the Claimants' home. The Contractor did not attend the OAH hearing, and the ALJ decided to proceed with the hearing after finding that the Contractor received proper notice of the hearing and did not request a postponement. The ALJ found that the Contractor's performance under the contract was incomplete and inadequate. *ALJ's Proposed Decision* pp. 10-11.

On exception, the Contractor asserted that she did not attend the OAH hearing because she was incarcerated at the time, but did not offer any evidence of her incarceration or attempt to explain why she was unable to have someone notify OAH of her incarceration prior to the hearing.

The Contractor next argued that the arbitrator that arbitrated her dispute with the Claimants did not find that the Claimants suffered a compensable actual loss. The Commission holds that the arbitrator's failure to find that the Claimants suffered an actual loss for purposes of a Guaranty Fund award does not preclude such a finding by the Commission. To the contrary, because the Claimants engaged in arbitration and received a favorable decision, but the decision did not include a finding of actual loss, the Claimants remained eligible for a Guaranty Fund award, but were not eligible for an award based on the arbitrator's decision, and instead had to prove their claim in an administrative hearing. *See Md. Code Ann., Bus. Reg. §§ 8-409(a)(2) (authorizing the payment of a claim without a hearing when a claimant obtains a final award in arbitration that expressly finds that the claimant suffered an actual loss and the value of the actual loss) and 8-408(3) (requiring dismissal of a claim if an arbitrator decides in favor of the contractor).*

The Contractor also argued that the Claimants' claim was barred by the three-year statute of limitations applicable to Guaranty Fund claims. The record demonstrates that the Claimants filed their claim on April 25, 2019, which was less than three years after the parties entered into a

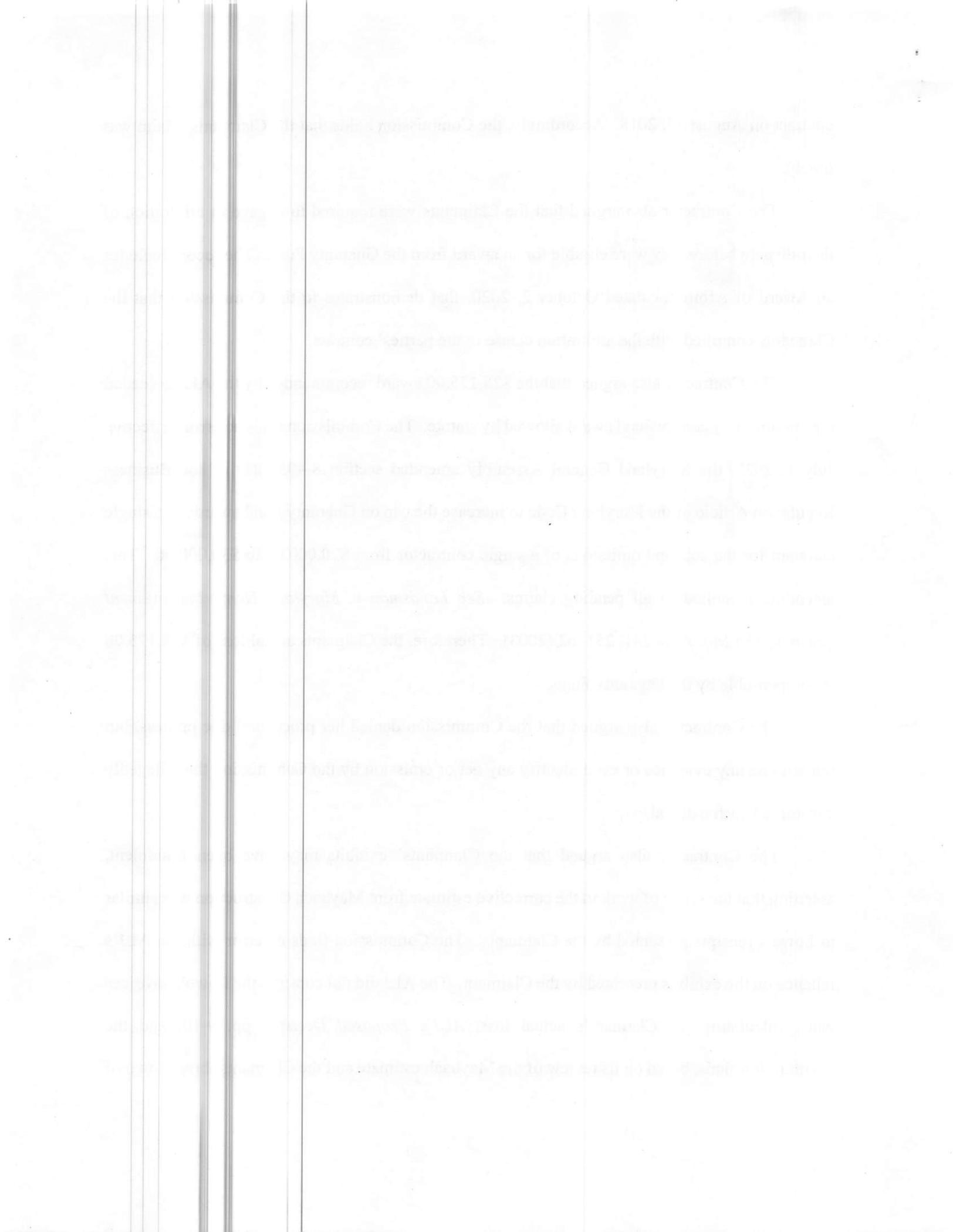
contract on August 17, 2018. Accordingly, the Commission holds that the Claimants' claim was timely.

The Contractor also argued that the Claimants were required to engage in arbitration of their dispute before they were eligible for an award from the Guaranty Fund. The record includes an Award of Arbitrator dated October 2, 2020, that demonstrates to the Commission that the Claimants complied with the arbitration clause in the parties' contract.

The Contractor also argued that the \$28,175.00 award recommended by the ALJ exceeded the maximum Guaranty Fund award allowed by statute. The Commission finds no error. effective July 1, 2022, the Maryland General Assembly amended section 8-405(e)(1) of the Business Regulation Article of the Maryland Code to increase the cap on Guaranty Fund awards to a single claimant for the acts and omissions of a single contractor from \$20,000.00 to \$30,000.00. This amendment applied to all pending claims. *See Landsman v. Maryland Home Improvement Comm'n*, 154 Md. App. 241, 251–62 (2003). Therefore, the Claimants actual loss of \$28,175.00 is compensable by the Guaranty Fund.

The Contractor also argued that the Commission denied her procedural due process, but did not cite any evidence or even identify any act or omission by the Commission that allegedly constituted such a denial.

The Contractor also argued that the Claimants' exhibits may have been fraudulent, asserting that the scope of work in the corrective estimate from Maybach Construction was similar to Lowe's receipts presented by the Claimants. The Commission finds no error with the ALJ's reliance on the exhibits presented by the Claimant. The ALJ did not consider the Lowe's invoices when calculating the Claimant's actual loss, *ALJ's Proposed Decision* pp. 9-10, and the Commission finds, based on its review of the Maybach estimate and the Claimants' breakdown of



their expenses, OAH Hearing Claimants' Exhibit O, that the included costs are not duplicative of the Lowe's receipts. For example, many of the Lowe's receipts are for interior doors, a component of the project that is also an itemized in the Maybach estimate for \$350.00 (for the installation of 12 doors, which clearly does not include the cost of materials). The Claimants also presented a Lowe's receipt for the purchase installation of storm doors, and the Maybach invoice does not include labor or materials for storm doors. Rather than having granted the Claimants an excessive award, it appears that the ALJ may have made an award that is less than the actual loss suffered by the Claimants because the ALJ did not consider the Claimants' costs to correct and complete the contract other than those set forth in the Maybach estimate because the Claimants' did not include those costs in their claim.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 22nd day of June 2023, **ORDERED:**

- A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**;
- C. That the Proposed Decision and Recommended Order of the Administrative Law Judge is **AFFIRMED**;
- D. That the Claimant is awarded \$28,175.00 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

1. The Commission has received information that the applicant has been involved in a number of transactions which are not in accordance with the provisions of the Act. The Commission is of the opinion that the applicant has acted in a manner which is not in the best interests of the public and that the applicant should be disqualified from holding office as a member of the Commission.

2. The Commission has also received information that the applicant has been involved in a number of transactions which are not in accordance with the provisions of the Act. The Commission is of the opinion that the applicant has acted in a manner which is not in the best interests of the public and that the applicant should be disqualified from holding office as a member of the Commission.

3. The Commission has also received information that the applicant has been involved in a number of transactions which are not in accordance with the provisions of the Act. The Commission is of the opinion that the applicant has acted in a manner which is not in the best interests of the public and that the applicant should be disqualified from holding office as a member of the Commission.

4. The Commission has also received information that the applicant has been involved in a number of transactions which are not in accordance with the provisions of the Act. The Commission is of the opinion that the applicant has acted in a manner which is not in the best interests of the public and that the applicant should be disqualified from holding office as a member of the Commission.

5. The Commission has also received information that the applicant has been involved in a number of transactions which are not in accordance with the provisions of the Act. The Commission is of the opinion that the applicant has acted in a manner which is not in the best interests of the public and that the applicant should be disqualified from holding office as a member of the Commission.

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.

JOSEPH TUNNEY
Chairperson –Panel
Maryland Home Improvement
Commission

