IN THE MATTER OF THE CLAIM	*	**BEFORE RACHAEL BARNETT,**
OF CLAYMON STRONG, JR,	*	**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 PATRICE BRANCH,	*	
T/A T&P HOME MAINTENANCE,	*	**OAH No.: DLR-HIC-02-18-28795**
LLC,	*	**MHIC No.: 16 (05) 422**
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 28, 2018, Claymon Strong, Jr. (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of $30,002.26 in actual losses allegedly suffered as a result of a home improvement contract with Patrice Branch, trading as T&P Home Maintenance, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015). On September 12, 2018 the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on January 28, 2019 at the Largo Government Center and continued the matter until the second and final day of hearing on March 7, 2019 at the County Office Building, also located in Largo, Maryland.[1] Bus. Reg. § 8-407(e). Eric London, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. Jordan Selzer, Esquire, represented the Claimant, who was present. The Respondent represented herself.

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. 2018); Code of Maryland Regulations (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

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

Clmt. Ex. 1 - Job Estimate, undated

Clmt. Ex. 2 - Payment Summary, noting payments on September 21, 2013 and October 12, 2013

Clmt. Ex. 3 - Final Bill, undated

Clmt. Ex. 4 - Receipt, dated January 5, 2014

[1] The conditions at the Largo Government Center were frigid and one of the individuals participating in the hearing complained of stiffness related to arthritis at the conclusion of the first day of hearing. I therefore had the second day of hearing scheduled in a more comfortable setting.

Clmt. Ex. 5 - Payment Summary, noting payments made between September 21, 2013 and October 21, 2013

Clmt. Ex. 6 - Receipt, noting payments on November 21, 2013 and December 22, 2013

Clmt. Ex. 7 - Job Estimate, dated January 5, 2014

Clmt. Ex. 8 - Job Invoice, multiple dates[2]

Clmt. Ex. 9 - Receipt, dated October 20, 2014

Clmt. Ex. 10 - Job Invoice, multiple dates

Clmt. Ex. 11 - Receipt, dated December 22, 2013

Clmt. Ex. 12 - Final Bill, dated January 24, 2015

Clmt. Ex. 13 - Invoice, dated January 27, 2015

Clmt. Ex. 14 - Final Bill, dated January 27, 2015

Clmt. Ex. 15 - Invoice, January 27, 2015

Clmt. Ex. 16 - Receipt, dated April 23, 2015

Clmt. Ex. 17 - Letter from the Respondent to Loretta Townsend, dated May 11, 2015

Clmt. Ex. 18 - Job Invoice, dated May 11, 2015

Clmt. Ex. 19 - Letter from the Respondent to the Claimant terminating work, dated April 23, 2015

Clmt. Ex. 20 - Complaint Form, dated September 23, 2015

Clmt. Ex 21 - Pictures of the Claimant's home, dated March 21, 2016 and September 12, 2015

Clmt. Ex. 22 - Proposal, dated July 23, 2015

Clmt. Ex. 23 - Len the Plumber – work estimate, dated April 21, 2017

Clmt. Ex. 24 - Advance Construction Services – estimate, dated February 27, 2017

Clmt. Ex. 25 - Pro-Spex - Home inspection report, dated April 4, 2016

---

[2] There is no invoice date; however, the invoice reflects a purchase made by the Respondent and the date a payment was received.

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

Resp. Ex. 1 - Packet of documents pertaining to the first floor renovation:

- Job Invoice, dated July 9, 2013
- Receipt, dated December 21, 2013, with attached check copies and store receipts
- Receipt, dated December 22, 2013, with attached check copy
- Order form, undated, with images and a check copy attached
- Receipt, dated February 15, 2014, with check copy attached
- Job Invoice, dated February 15, 2014
- Receipt, dated February 15, 2014, with attached check copies
- Receipt, dated April 12, 2014
- Job Estimate, dated January 5, 2019
- E-mail from the Respondent to the Claimant, dated April 23, 2015, with attached correspondences, various dates

Resp. Ex. 2 - Packet of documents pertaining to the basement renovation:

- Job Invoice, dated November 4, 2014
- Job Invoice, dated January 24, 2015, with an attached checks and Lowe's receipt, various dates
- Receipt, dated August 21, 2014
- Receipt, dated August 21, 2014, with attached checks, dated July 19, 2014 and August 16, 2014
- Job Invoice, dated November 29, 2014
- Receipt, dated December 21, 2014
- Receipt, dated November 29, 2014, with attached check copy, date illegible
- Receipt, dated October 20, 2014
- Receipt, dated October 11, 2014
- Final Bill, dated January 24, 2015, with attached check, dated January 11, 2015
- Invoice, dated January 27, 2015
- Invoice, dated January 27, 2015
- Final Bill, dated January 27, 2015, with attached check, dated February 8, 2015

Resp. Ex. 3 - Packet of documents related to the basement renovation

- Upstairs floor plans, various dates
- Final bill, dated January 18, 2015, with attached photographs of the Appellant's kitchen, printed March 21, 2016, copy of Home Depot receipt, date illegible, product description of Halo recessed lighting, undated, and photographs of insulation and enclosed wiring, printed March 21, 2016
- Photograph of electrical wiring, printed March 21, 2016

Resp. Ex. 4 - Packet of documents related to the renovations

- Basement floor plans, various dates

- Pictures of trash left in theatre room post-renovation, printed September 13, 2015
- Photographs of laundry room, printed September 13, 2015
- E-mail relating to Home Depot order, dated July 25, 2014, with attached order, dated July 16, 2014, and photographs of plumbing, printed September 13, 2015
- Photographs of the master bedroom closet, printed March 21, 2016
- Photographs of electrical wiring, printed September 13, 2015
- Photograph of trash in the Appellant's backyard, printed September 13, 2015

I admitted the following exhibits on behalf of the Fund:

Fund Ex. 1 - Notice of Hearing, dated December 6, 2018

Fund Ex. 2 - Hearing Order, dated September 7, 2018

Fund Ex. 3 - Licensing History, dated January 4, 2019

Fund Ex. 4 - Home Improvement Claim Form, dated March 28, 2018

Fund Ex. 5 - Letter from DLLR to the Respondent noting receipt of a claim against the Respondent, dated April 26, 2018

Testimony

The Claimant testified and presented the testimony of Felicia Strong and Glenford Blanc, Pro-Spex Home & Commercial Inspections, Inc.

The Respondent testified and presented the testimony of Tony Mayers.

The Fund did not present any testimony.

PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01-104527.

2. The Claimant and his wife are the owners of 11218 Tippett Road, Clinton, Maryland. It is their sole residence.

3. The Respondent owns a home improvement company. In 2013, Tony Mayers was working for her company. He did most of the home improvement work on the Claimant's home.

4. On September 21, 2013, the Claimant and the Respondent entered into a contract to renovate the first floor and attic of the Claimant's home (Contract A). The Contract began with the Respondent proposing work and the Claimant accepting by paying a deposit of $3,000.00. The Respondent continued to submit job invoices to the Claimant and the Claimant continued to pay the invoices until early 2014 when the work on the upstairs concluded. Payments were typically reflected at the base of the job invoices under the heading "payment summary."

5. The work on the first floor renovation concluded in April 2014.

6. In April 2014, the Claimant's basement was in an unfinished state. The Claimant and his spouse decided to hire the Respondent to convert the basement into a finished livable space so they could live in the basement and an elderly family member could live with them on the first floor of the home.

7. On April 12, 2014, the Claimant paid the Respondent $5,224.33 as a deposit for the renovation of the basement.

8. On July 19, 2014, the Claimant paid the Respondent $3,450.00 towards plumbing work and ductwork to be completed in the basement.

9. On July 26, 2014, the Claimant paid the Respondent $214.06 for supplies purchased from Lowe's for the basement renovation.

10. On August 16, 2014, the Claimant paid the Respondent an additional $3,450.00 towards plumbing work and ductwork to be performed in the basement.

11. As was the case with the first floor renovation, the Respondent issued job invoices to the Claimant after work was performed; the invoices included payment summaries.

12. On August 21, 2014, the Respondent issued the Claimant a receipt for the payment of $2,300.00, with a notification of a balance due of $2,300.00, towards the creation of a full bathroom in the basement.

13. On October 11, 2014, the Claimant paid the Respondent $1,000.00 for the installation of a closet in the basement and other modifications to the work being performed in the basement.

14. On October 20, 2014, the Respondent issued the Claimant a receipt for $1,000.00 in labor for additional repairs to the basement, noting the balance was paid on October 11, 2014.

15. On October 22, 2014, the Claimant paid the Respondent a deposit of $1,372.50 for electrical work included in the renovation of his basement.

16. On November 1, 2014, the Claimant paid the Respondent $7,168.25 towards the renovation costs for the basement. A notation on the check indicated this was to be split for payment of the electrical costs, electrical supplies, and the outstanding balance for the basement renovation.

17. On November 4, 2014, the Respondent issued the Claimant a proposal for the renovation of the basement. The proposal stated the renovation would include the following construction items: create a master bedroom and second bedroom, a bathroom, laundry room, recreation room and bar, frame walls, create a furnace and utility room, relocate the register in the ceiling, and building bulkheads around water lines and beams. There was ancillary electrical work needed as part of this project.

18. Following the proposal, the Claimant continued to pay the Respondent for the basement.[3]

19. The Respondent issued the Claimant a job invoice, dated November 29, 2014, noting that $785.00 was owed for labor, with a notation that payment was received on December 14, 2014.

20. The Respondent issued the Claimant a receipt, dated November 29, 2014, noting that $473.18 (for electrical materials) was paid in full on December 14, 2014.

21. On December 14, 2014, the Claimant paid the Respondent $1,858.18.

22. On December 21, 2014, the Respondent issued the Claimant a receipt for $600.00 for labor, noting the balance was paid on December 14, 2014.

23. On January 11, 2015, the Claimant paid the Respondent $2,951.50 for fifty percent of the final balance for labor ($2,612.16) and supplies owed ($339.34).

24. On January 24, 2015, the Respondent issued the Claimant a "final bill," noting that, on January 11, 2015, the Claimant paid $339.34 for materials purchased by the Respondent.

25. On January 27, 2015, the Respondent issued the Claimant an invoice for $390.00 for work performed in the basement bedroom and $50.00 for moving a cable outlet.

26. The Respondent issued the Claimant an updated invoice, dated January 27, 2015 for $400.00 for labor to perform electrical work, noting the balance was paid in full on February 8, 2015. The Respondent updated the original invoice sometime after receiving the February payment.

27. The Respondent issued the Claimant a final bill for materials purchased on January 24, 2015, in the amount of $108.59, noting the balance was paid in full on February 8, 2015.

[3] The basement renovation will be known as Contract B.

28. On February 8, 2015, the Claimant paid the Respondent $948.59 for electrical work and supply costs of $108.59.

29. April 12, 2015 was the Respondent's last day working on the Claimant's residence.

30. On April 23, 2015, the Respondent issued a receipt of payment to the Claimant for $966.00 for tiling the master bathroom floor and purchasing recessed light covers. The receipt noted the balance was paid in full on March 29, 2015.

31. Also on April 23, 2015, the Respondent issued the Claimant a letter informing the Claimant that the Respondent would not perform any further work on Claimant's home.

32. On May 11, 2015, the Respondent issued the Claimant a job invoice, noting the history of payments for labor involved in completing the basement renovation. The summary noted that the Claimant made his last payment of $2,612.16 for labor on January 11, 2015 and that a labor balance of $2,622.07 remained. The Claimant never paid the Respondent this remaining balance.

33. In sum, the Claimant paid $28,046.00 to the Respondent in relation to work performed on the basement.

34. The Respondent completed the basement work except the Respondent did not install drywall in the recreation room or construct a bar in that room. The Claimant and some friends later installed drywall in this room.

35. The Respondent did not properly install a junction box.

36. The Respondent installed shelving in the basement master bedroom closet that collapsed the same day the Claimant hung clothing on it.

37. On July 23, 2015, Michael & Sons Services, Inc. issued a proposal to perform a series of jobs on the Claimant's home, on both the first floor and in the basement. The proposal included a cost of $8,355.00 for all work, but the proposal did not itemize the costs.

38. On March 27, 2017, Advance Construction Services issued an estimate to do various repairs on the first floor and in the basement.

39. On April 21, 2017, Len the Plumber issued a proposal to perform extensive plumbing work in the basement, including: installing a new sewer ejector for $1,461.00, gutting and rebuilding the bathroom for $14,000.00, and plumbing and vent work for $3,392.00.

40. On April 4, 2016, Glenford Blanc, owner of Pro-Spex Home and Commercial Inspections, Inc. inspected the property. He later authored a report regarding deficiencies in the construction work recently performed and highlighting areas for improvement.

41. It would cost $1,845.00 to correct the construction flaws in the basement, which were part of the original contract (Contract B), which was comprised of the work tasks outlined in the November 2014 proposal and the related written statements the Respondent issued to the Claimant for the work being performed in the basement. In sum, each work item would cost as follows: $1,500.00 to install a bar, $260.00 for shelving, and $85.00 for a junction box.

42. The Claimant paid the Respondent in full for the first floor renovation; however, the Claimant failed to pay $2,622.07 of the balance owed for the basement renovation.

43. On March 28, 2018, the Claimant filed a claim with the Fund.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1) (2015); Md. Code

Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3).[4] "[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 . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

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) (2015):[5] *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." Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has not proven eligibility for compensation.

First Floor Renovation

With regards to the first floor renovation, the Claimant has not established entitlement to reimbursement for his claim from the Fund because the claim is untimely. The Respondent and Claimant entered into a contract for renovation work on the first floor of their home on September 21, 2013. The work progressed and concluded in April 2014. The Claimant alleges that the quality of the work performed on the first floor was deficient. Specifically, the Claimant alleges the following: the kitchen bar countertop was crooked, cabinetry was uneven, there was an approximately three by five inch hole behind the television (not utilized for wiring), cable with blue tape remained at the job site, and lights in the attic shut themselves off.

[4] As noted above, "COMAR" refers to the Code of Maryland Regulations.
[5] Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

These alleged deficiencies were readily detectable at the time the work was completed in April 2014. The Claimant was clearly dissatisfied with the work because he hired Mr. Blanc to inspect the home on April 4, 2016. However, the Claimant waited until March 28, 2018 to file a claim with the Fund. Md. Code Ann., Bus. Reg. § 8-405 (g) mandates that "a claim shall be brought against the Fund within [three] years after the claimant discovered . . . the loss or damage." Similarly, COMAR 09.08.03.02G provides the following:

> *Time Limitation. A claim may not be brought against the Fund after [three] years from the date that the claimant discovered, or by exercise of ordinary diligence should have discovered, the loss or damage.*

The law and the regulation are both clear and require claims against the Fund to be filed within three years of discovery of the loss or damage. In this case, the Claimant simply waited too long to file his claim, and it may not stand. Accordingly, the claim regarding the first floor renovation is untimely and must be denied.

Basement Renovation

On April 12, 2014, the Claimant paid the Respondent a deposit to begin a basement renovation project and made subsequent payments between July 2014 and March 2015. The purpose of the project was to convert an unfinished basement into a finished livable space, in anticipation of an elderly family member coming to live with the Claimant and his wife. The Claimant and his wife anticipated using the basement master bedroom and allowing their elderly family member to utilize the first floor master bedroom. In addition to the construction of the bedroom, the construction was to include: a laundry room; master bathroom; recreation room and bar; framing the walls; creating a furnace and utility room; relocating the register in the ceiling; and, building bulkheads around water lines and beams. The Respondent performed work on the basement, primarily on the weekends, until April 2015. The Claimant brought the claim on

March 28, 2018, fewer than three years after the Claimant discovered deficiencies in the basement work, making deficiencies in the basement potentially eligible for an award from the Fund.

Recreation Room

When the Respondent initially departed the job, the basement recreation room (the last task in the basement renovation) was left unfinished. The walls lacked drywall and the flooring was not installed. The Respondent also had not constructed the bar in this room. Ms. Strong testified that the Claimant and some of his friends later installed drywall in this room; she did not say when this construction occurred. Since the work was done by non-professionals, rather than by a paid contractor, the Claimant cannot be compensated for this work. COMAR 09.08.03.03B(3)(c). However, the Claimant can be compensated for the bar that the Respondent failed to construct and install. None of the estimates obtained by the Claimant addressed the need for the construction of the bar, nor offered a proposed cost for the project. Furthermore, Mr. Blanc did not offer a professional opinion on the matter during the course of his testimony. On cross examination by the Fund, Mr. Mayers explained he would have used two thirty-six inch cabinets, a countertop, sink, and a faucet to construct the bar, and would have charged $1,500.00 for materials and labor. Since this was the only estimate provided and Mr. Mayers explained how he arrived at the cost, I will accept $1,500.00 as the cost to install a bar.

Ms. Strong testified the Respondent failed to install flooring in the recreation room; the photographs of the room taken shortly after the job was completed support this assertion. However, none of the estimates provided by the Claimant provide a price for flooring installation. When asked for the cost to install flooring, Mr. Blanc testified he cannot provide a reliable number. The Respondent did not provide a cost estimate during his testimony. Since

there is no evidence about the cost to install flooring, there can be no award from the Fund for the Respondent's failure to install flooring in the recreation room.

Master Bedroom

Mr. Blanc testified there were two deficiencies that needed correction in the master bedroom: reinstalling the collapsed closet shelving and installing an egress window. Mr. Blanc explained an egress window, one that someone could climb out of in an emergency, is required in a basement bedroom. However, the parties did not contract for the installation of an egress window. It was not included in the initial November 2014 proposal, nor was it included in the itemized statements the Respondent issued the Claimant over the course of the basement renovation. There can be no award for what amounts to a possible code violation because, since egress window installation was not part of Contract B, there was no failure to perform work or work performed in an unworkmanlike manner, as the Claimant must demonstrate to receive an award from the Fund.

Conversely, the Claimant and the Respondent did contract for the installation of shelving in the basement master bedroom closet, and the Respondent installed the shelving. Ms. Strong testified the shelving collapsed the same day she and the Claimant hung clothing on it. The Claimant and his wife should not have had this experience had the shelving been properly anchored. Clearly, the Respondent performed an unworkmanlike job when he installed the basement master bedroom shelving. Mr. Blanc testified that shelving will collapse if it's not anchored properly. To reinstall the shelving, Mr. Blanc proposed, first, reinforcing the walls the shelves would hang from and then anchoring the shelving. Mr. Blanc stated it would cost approximately $500.00 for this job. Mr. Mayers testified it would cost $260.00 to reinstall the shelving; however, he did not include the reinforcement of the wall in this estimate. There is no

sense in repeating the same error that caused the shelving to collapse in the first place. I find Mr. Blanc's estimate a better reflection than Mr. Mayers of what it would cost to perform a workmanlike job of reinstalling the shelving. The Claimant should be entitled to recover a reward for the cost of repairing the shelving. I find the Claimant is entitled to recover $500.00 for the reinstallation of the shelving. However, for reasons covered later in this decision, the Claimant will not collect an award from the Fund.

Junction Box

Respondent Exhibit 4, B6 is a photograph of a junction box with electrical wiring hanging out of it. Mr. Blanc's report highlights several electrical issues in the home, including hanging wiring in one area in the basement where the junction box was unsealed. Mr. Mayers admitted on cross examination that he improperly installed a junction box. Specifically, he explained the wiring started from the first floor air conditioner and he snaked it down to the utility closet to a junction box. He forgot to cut the wire, put the wire in the box, and cover it. He estimated it would cost $85.00 to remedy this problem. The Record includes no other estimates for this work. The other electrical wiring problems were located in the upstairs area, for which the Claimant may not recover due to timeframes issues.

Plumbing

Ms. Strong testified that the Claimant and she detected sewer odors in the basement bathroom and that the washing machine back-flowed, causing flooding in the laundry room. Photographs of the laundry room support this claim. When asked if she brought plumbing concerns to the Respondent's attention, she initially testified that the Respondent informed her that the odors would cease once the plumbing was capped off. However, her testimony was the odors did not cease.

Mr. Blanc testified that when he inspected the home, he detected a sewer gas odor. Mr. Blanc testified he was unable to provide an estimate of how much it would cost to remedy the problems because he was not sure if the sewer drains would have to be moved to accomplish the work and noted such an estimate would be "a wild guess; it's a tough one." The Complainant obtained an estimate from Len the Plumber in 2017, which proposes several repairs, including gutting and rebuilding the bathroom for $14,000.00; however, there is no explanation in the proposal as to what problems each proposed plumbing repair would address. No one from Len the Plumber appeared to testify about the proposal. Absent this information, there is insufficient information in the record to demonstrate the cost associated with remediating the sewer odors in the basement, nor with eliminating the washing machine backflow. Since the Claimant failed to prove what repairs would be needed to eliminate the backflow and the sewer odor, nor the cost of any such needed plumbing repair, I cannot award the Claimant any funds related to the basement plumbing.

Summary

The Respondent was a licensed home improvement contractor at the time she entered into the Contract with the Claimant.

The Respondent performed unworkmanlike, inadequate or incomplete home improvements by improperly installing the junction box, shelving and failing to install a bar in the recreation room. Together, the costs necessary to install and repair these items are $2,085.00. However, an award from the Fund is not appropriate in this case because the Claimant failed to pay the Respondent $2,622.07 due for labor performed in the basement since May 2015. The Claimant does not dispute that he owes the Respondent these funds. Since the Claimant owes

the Respondent more than it would cost to remedy the unworkmanlike and incomplete home improvements, the Claimant will not receive an award from the Fund.

I thus find that the Claimant is not eligible for compensation from the Fund.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has not sustained an actual and compensable loss as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(2).

RECOMMENDED ORDER

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

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

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

Signature on File

June 3, 2019
Date Decision Issued

Rachael Barnett
Administrative Law Judge

RAB/da
#179552

PROPOSED ORDER

WHEREFORE, this 18th day of July, 2019, 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.

W. Bruce Quackenbush

W. Bruce Quackenbush
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION