IN THE MATTER OF THE CLAIM	*	BEFORE KRYSTIN J. RICHARDSON,
OF EDWARD ROSS,	*	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 SCOTT SHORROW,	*	
T/A LCI OF FREDERICK, INC.,	*	OAH No.: LABOR-HIC-02-21-01291
RESPONDENT	*	MHIC No.: 19 (90) 1366

* * * * * * * * * * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
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STATEMENT OF THE CASE

On July 17, 2019, Edward Ross (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department),[1] for reimbursement of $9,302.72 in actual losses allegedly suffered as a result of a home improvement contract with Nicholai J. Kourilo, trading as Creative Exteriors Landscape Company, Inc. (Creative Exteriors).[2] Md. Code Ann., Bus. Reg. §§ 8-401

[1] On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the Department of Labor.
[2] The Fund determined that Mr. Kourilo was not the proper Respondent in this case, and a new notice of hearing was sent to Scott Shorrow, the Respondent in this case.

through 8-411 (2015).[3] On January 13, 2021, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing, and the OAH scheduled a hearing on the Claim for March 3, 2021.

On March 3, 2021, I held a hearing remotely using the Webex videoconferencing platform. COMAR 28.02.01.20B. Justin Dunbar, Assistant Attorney General for the Department, represented the Fund. The Claimant represented himself. Mr. Kourilo was not present.[4]

The MHIC reviewed the case and determined that Mr. Kourilo was not licensed on the date at issue in the Claim and that the licensee at the time of the home improvement was Scott Shorrow. On March 18, 2021, the MHIC forwarded the matter to the OAH for a hearing on the Claim for reimbursement of $9,302.72 in actual losses allegedly suffered as a result of a home improvement contract with Scott Shorrow, trading as LCI of Frederick, Inc. (Respondent).

On April 27, 2021, I held a hearing remotely using the Webex platform. Bus. Reg. §§ 8-407(a), 8-312. Justin Dunbar represented the Fund. The Claimant represented himself. The Respondent represented himself.

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

[4] At the beginning of the hearing, Mr. Dunbar explained that on March 2, 2021, Mr. Kourilo contacted him by email. Mr. Kourilo relayed to Mr. Dunbar that he had not heard of the case and was unaware of the date of the OAH hearing until he was contacted by the Fund on March 1, 2021, with the proposed hearing exhibits. Mr. Kourilo further stated in his email that he had called the OAH for a postponement and had not heard back. He was again requesting a postponement, explaining that he was a truck driver and could not access the Webex platform. Mr. Dunbar advised Mr. Kourilo that he did not have the authority to postpone the hearing and provided him with the OAH's contact information. Mr. Kourilo then sent a postponement request to the OAH address, with a copy to the Fund.

The OAH did not receive a signed copy of the certified mail receipt for the notice sent to Mr. Kourilo on January 28, 2021. I contacted Mr. Kourilo by telephone during the hearing, and he stated that he first heard of the case when he received a copy of the exhibits from Mr. Dunbar on March 1, 2021. He stated that the P.O. Box address on file for Creative Exteriors was an address from many years ago, and he provided an updated address. Based on the foregoing, I determined that Mr. Kourilo did not receive notice of the hearing and granted his request for a postponement.

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); Code of Maryland Regulations (COMAR) 09.01.03; and COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?

2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits offered by the Claimant:

Clmt. Ex. 1 - Letter to the OAH from the Claimant, dated February 10, 2021

Clmt. Ex. 2 - Contract with Creative Exteriors, dated July 24, 2001

Clmt. Ex. 3 - Letter to the Claimant from Nicholai Kourilo, President, Creative Exteriors, dated November 12, 2001

Clmt. Ex. 4 - Photographs of retaining wall, dated Summer 2018, Winter 2018, March 25, 2019, and Spring 2019

Clmt. Ex. 5 - Letter and estimate to the Claimant from Grayson Plant and Stone Landscaping Incorporated (Grayson), undated

Clmt. Ex. 6 - Letter from John Poulos to the MHIC, dated July 8, 2019, with attached Curriculum Vitae and photographs of retaining wall

Clmt. Ex. 7 - Sheet on Mesa & Cornerstone Retaining Walls, undated

Clmt. Ex. 8 - Contract with Grayson, dated October 24, 2019

I admitted the following exhibits offered by the Respondent:

Resp. Ex. 1 - Second page of Contract with Creative Exteriors, undated

Resp. Ex. 2 - Not Admitted

Resp. Ex. 3 - Not Admitted

Resp. Ex. 4 - Not Offered

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Notice of Remote Hearing (Corrected Copy), dated March 22, 2021

Fund Ex. 2 - Hearing Order, dated March 12, 2021

Fund Ex. 3 - Home Improvement Claim Form, dated July 11, 2019 (received July 17, 2019)

Fund Ex. 4 - Letter to the Respondent from Joseph Tunney, dated March 11, 2021

Fund Ex. 5 - Respondent's MHIC Licensure Information, dated April 13, 2021, with attached Change Code Screen, dated March 11, 2021

Testimony

The Claimant testified and presented the testimony of his spouse, Lynn Ross, and landscape contractor, John Poulos, who I accepted as an expert in the construction of retaining walls.

The Respondent testified and did not present other witnesses.

The Fund did not present any witnesses.

PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 71717. (Fund Ex. 5.)

2. At all relevant times, the Claimant and his spouse owned residential property located in Mount Airy, Maryland (Property). (Fund Ex. 3.) The Property sits below neighboring properties, and water drains onto the Property from those properties. (T.[5] Ross.)

[5] T is an abbreviation for testimony.

3. On July 24, 2001, the Claimant and the Respondent entered into a contract to construct a four-foot retaining wall on the Claimant's Property (Contract). The Respondent was a salesperson and contractor for Creative Exteriors and listed his MHIC license number on the Contract. (Clmt. Ex. 2.)

4. The agreed-upon Contract price was $9,302.72, which the Claimant paid in three installments. (Clmt. Exs. 2 & 3; T. Ross.)

5. Under the Contract, the Respondent agreed to construct a four-foot retaining wall that was 437 square feet of Keystone.[6] Keystone has a lifetime warranty. The retaining wall included caps but not Geogrid.[7] The construction also included plant landscaping around the retaining wall. (Clmt. Ex. 2.) Creative Exteriors provided a five-year warranty on the installation of the retaining wall. (Clmt. Ex. 3.)

6. In mid-to-late September 2001, the construction of the retaining wall was completed. (T. Ross.) The retaining wall did not include a minimum of twelve to eighteen inches of 57[8] stone as backfill for water drainage. (T. Poulos.)

7. The Respondent was not on the Property during the construction of the retaining wall. The retaining wall was constructed by another employee with Creative Exteriors. (T. Ross.) On or about September 21, 2001, the Respondent left his employment with Creative Exteriors. (T. Resp.)

8. The employee who constructed the wall told the Claimant and his spouse to contact Creative Exteriors if they noticed large gaps between the blocks. (T. Ross.) Between 2001 and 2019, the Claimant noticed a slight widening of the blocks between ¼" to ½". (T. Clmt.) The industry standard for the gap is ⅜". (T. Resp.)

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[6] Keystone is a manufactured block of material. It is not a natural stone. (T. Poulos.)
[7] Geogrid is a plastic piece of material with holes that is like a plastic web. (T. Poulos.)
[8] "57" is a number given to a specifically sized stone that measures approximately ¾". (T. Resp.)

9. There were drain tubes installed on each end of the wall. The tubes were an emergency measure to catch water. (T. Resp.) From 2001 to 2019, the Claimant did not see any water come out of the tubes. (T. Clmt.)

10. On March 25, 2019, almost eighteen years after it had been constructed, the wall collapsed completely from hydrostatic pressure.

11. The Claimant's spouse attempted to contact Creative Exteriors after the wall collapsed. She called the numbers that were listed in a letter from Mr. Kourilo, President of Creative Exteriors. The numbers were not in service. She then "Googled" Creative Exteriors, but the company was no longer in business. (T. Ross; Clmt. Ex. 3.)

12. The Respondent's cell phone number was not listed in Mr. Kourilo's letter from Creative Exteriors. The Respondent's cell phone number is on the Contract and has remained the same since 2001; however, the Claimant's spouse did not call that number. (T. Resp.; T. Ross; Clmt. Ex. 3.)

13. Mr. Poulos inspected the collapsed wall on July 2, 2019. He has constructed approximately six to seven Belgard[9] Keystone walls with pins and drainage. (T. Poulos.) He measured the collapsed wall as "approximately 90 feet long and 4.5 feet high." He stated in his report that the wall was not built to the following manufacturer's specifications:

- The wall did not include any Geogrid material between the courses of block; and
- The wall did not include twelve to eighteen inches of 57 stone as backfill behind the wall.

(Clmt. Ex. 6.)

[9] Belgard is a landscape company that, among other things, installs retaining walls. Keystone is one of the products it uses. https://www.belgard.com/about-belgard (last visited July 1, 2021).

14. The Claimant contracted with Grayson to build a new retaining wall for $20,000. The contract included the following:

- Construct wall at a similar height and length of previous wall from PA Field Stone[10]
- Build drain behind wall composed of 57 stone, pipe, and fabric
- Install catch basin and pipe out water to swale[11]
- Remove existing product, transplant existing plants, and regrade impacted area with topsoil

(Clmt. Ex. 8.)

15. The new retaining wall was a different product and construction from the collapsed wall. (T. Poulos.)

16. A retaining wall could have been rebuilt from existing material for a minimum of $9,000.00. (T. Poulos.)

DISCUSSION

Legal Framework

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). An "actual loss" means "the costs of

[10] PA field stone is a natural stone. It is not the same as Keystone. (T. Poulos.)
[11] A swale is a trough that catches water running from behind the wall. (T. Poulos.)

restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401.

Statutory Eligibility

The evidence in this case establishes there are no impediments barring the Claimant from recovering from the Fund. The home improvement work was performed on a residential property owned by the Claimant in Maryland. The Claimant does not own more than three residences or dwelling places. The Claimant is not a relative, employee, officer, or partner of the Respondent; the Claimant is not related to any of the Respondent's employees, officers, or partners. The Claimant did not reject any efforts by the Respondent to resolve the claim. The Contract between the Claimant and the Respondent does not contain an arbitration provision. Finally, the Claimant has not taken any other legal action to recover monies. Bus. Reg. §§ 8-101(g)(3)(i), 8-405(c), (d), (f), 8-408(b)(1) (2015 & Supp. 2020).

The Respondent Performed Unworkmanlike or Inadequate Home Improvement

The Respondent has many years of experience as a contractor and has constructed numerous retaining walls. He testified that he has a perfect record with the MHIC. The Respondent, however, was not on the job site for the Property and did not oversee the construction of the retaining wall. I found him to be a credible witness, and but for a confluence of factors, he may have remedied the fallen wall for the Claimant for no charge and the case would not be before the OAH. However, he entered the Contract on behalf of Creative Exteriors and is the proper Respondent for the Claim on the Property. For the reasons explained below, I find that the Claimant has proven eligibility for compensation from the Fund because of the Respondent's inadequate or unworkmanlike home improvement.

Creative Exteriors provided a five-year warranty on the installation of the retaining wall. The Fund is not limited to this timeframe for compensation if the home improvement was

unworkmanlike or inadequate under industry standards in effect in 2001. Mr. Poulos, who I accepted as an expert, was licensed by the MHIC in 2001 and is a certified Belgard installer who has constructed approximately six to seven Keystone walls.

Mr. Poulos and the Respondent disagreed whether Geogrid was required for the retaining wall. The Contract specified that the wall would be constructed at a height of four-feet. The Respondent maintained that the Keystone manufacturer requires Geogrid if the wall is 4.3 feet high, as measured above ground. He stated that the wall height is the exposed height, and based on the dimensions of the blocks, he calculated that the wall was forty-eight inches, or four feet high. After the wall collapsed, Mr. Poulos inspected the Property and measured the wall's height at 4.5 feet. Neither the Respondent nor Mr. Poulos measured the wall before it collapsed. I might infer it was no taller than specified in the Contract, as the collapsed wall might have included wall that was not previously exposed. But even if Geogrid was not required, Mr. Poulos stressed that the wall needed a minimum of twelve inches of 57 stone as backfill behind the wall to drain and dissipate water. Without this "very important" feature, the "more water that has collected behind a retaining wall, the greater the hydrostatic pressure on the wall will be." (Clmt. Ex. 6.)

The Respondent agreed that a backfill of stone was required for drainage for the Claimant's retaining wall. He could not tell from the Claimant's photographs how much, if any, drainage stone was behind the wall, testifying on cross-examination that he "didn't know how much was there." Mr. Poulos testified that on July 2, 2019, he dug down and looked behind the wall, and it was void of any stone behind it. The Respondent agreed that if a Keystone wall did not have twelve inches of stone backfill drainage, then the workmanship would be inadequate.

The wall collapsed on March 25, 2019 from hydrostatic pressure. Mr. Poulos stated in his report that "if the overturning moment (caused by the total lateral forces) exceeds the

resisting moment (caused by the total vertical forces), the wall will fail. . . . This is what happened." (Clmt. Ex. 6.)

The Fund argued that the three-year statute of limitations was not an impediment to the Claim. Bus. Reg. § 8-405(g). The Respondent agreed that the slight widening of the Keystone blocks observed by the Claimant would not give rise to an inquiry about the condition of the wall. The Respondent testified that if the gaps were over ⅜", then that might be a potential issue that he would examine. The Respondent also stated that the water tubes were an emergency measure, and he would not be concerned about the lack of water from these tubes. I agree that the Claimant did not discover any defect or damage in the wall prior to its collapse that should have been brought to the Respondent's attention. Therefore, the Claim is not outside the statute of limitations.

As soon as the wall collapsed, the Claimant made a reasonable and good faith effort to get in touch with Creative Exteriors. The Claimant's spouse called the phone numbers listed in the letter from Mr. Kourilo and searched for the company on the internet. After these avenues of contact failed—because the company no longer existed—she could not be expected to know that the number on the Contract was the Respondent's personal number, which was still in service. The Respondent testified that he would have remedied the wall without cost if he had been contacted, stating it would have simply been a good business practice. While I have no reason to doubt the Respondent's sincerity, this unfortunate circumstance does not mean that the Claimant rejected a good faith effort by the contractor to resolve the claim, thus precluding an award from the Fund. Bus. Reg. § 8-405(d).

Having found eligibility for compensation I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees,

court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the Contract, and the Claimant retained another contractor to remedy that work. The new wall, at a cost of $20,000.00, was a different product and construction from the initial wall. Mr. Poulos and the Respondent agreed that a retaining wall could have been rebuilt for a minimum of $9,000.00. Accordingly, the following formula appropriately measures the Claimant's actual loss:

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

COMAR 09.08.03.03B(3)(c).

Using the above formula, I calculate the Claimant's actual monetary loss as follows:

Amount paid to the Respondent	$ 9,302.72
+ Amount paid to correct or complete the work	$ 9,000.00
	$ 18,302.72
- Amount of original contract	$ 9,302.72
Amount of actual loss	**$ 9,000.00**

The Business Regulation Article caps a claimant's recovery at $20,000.00 for acts or omissions of one contractor and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the amount paid to

the Respondent and less than $20,000.00. Therefore, the Claimant is entitled to recover his actual loss of $9,000.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of $9,000.00 as a result of the Respondent's acts or omissions. Bus. Reg. §§ 8-401, 8-405; COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover $9,000.00 from the Fund. Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03D(2)(a).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant $9,000.00; 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 under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;[12] and

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

Krystin J. Richardson

July 6, 2021
Date Decision Issued

Krystin J. Richardson
Administrative Law Judge

KJR/dlm
#192946

[12] *See* Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 15th day of September, 2021, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Michael Shilling

Michael Shilling
Panel B
MARYLAND HOME IMPROVEMENT COMMISSION

IN THE MATTER OF THE CLAIM OF	*	**MARYLAND HOME**
EDWARD ROSS	*	**IMPROVEMENT COMMISSION**
AGAINST THE MARYLAND HOME	*	
IMPROVEMENT GUARANTY FUND	*	**MHIC CASE NO. 19(90)1366**
FOR THE ACTS OR OMISSIONS OF	*	**OAH CASE NO. LABOR-HIC-**
SCOTT SHORROW t/a CREATIVE	*	**02-21-01291**
EXTERIORS LANDSCAPE CO., INC.	*	

* * * * * * *

FINAL ORDER

This matter was originally heard before an Administrative Law Judge ("ALJ") of the Office of Administrative Hearings ("OAH") on April 7, 2021. Following the evidentiary hearing, the ALJ issued a Proposed Decision on July 6, 2021, concluding that the homeowner, Edward Ross ("Claimant") suffered an actual loss as a result of the acts or omissions of Scott Shorrow ("Contractor") t/a LCI of Frederick, Inc. *ALJ Proposed Decision* p. 12. In a Proposed Order dated September 15, 2021, the Maryland Home Improvement Commission ("MHIC" or "Commission") affirmed the Proposed Decision of the ALJ to grant an award of $9,000.00 from the Home Improvement Guaranty Fund. The Contractor subsequently filed exceptions to the MHIC Proposed Order.

On January 20, 2022, a three-member panel ("Panel") of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimant and Contractor participated without counsel. Assistant Attorney General Hope Sachs 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 Claimant and Creative Exteriors Landscape Co., Inc. ("CEL") for the construction of a cement block retaining wall in the Claimant's yard. The ALJ found that CEL's performance under the contract was unworkmanlike, and that the Claimant suffered an actual loss of $9,000.00 based on the Contractor's testimony regarding the cost to replace the wall reusing the original blocks. *ALJ's Proposed Decision* pp. 8-11.

On exception, the Contractor argued that the ALJ erred in deeming him to be responsible for the Claimant's actual loss because he personally did not perform the contract. The Commission agrees with the ALJ that the Contractor was a proper party to this proceeding and responsible for any actual loss suffered by the Claimant. The Contractor was the licensed individual contractor in responsible charge of CEL's home improvement work at the time that CEL and the Claimant executed the contract (OAH Hearing Claimant's Exhibit 2, Guaranty Fund Exhibit 1), and therefore was personally responsible for the CEL's performance of the contract and is jointly and severally liable for the reimbursement of the Guaranty Fund for any award to the Claimant resulting from the conduct of CEL under COMAR 09.08.01.04.C.

The Contractor also argued that the ALJ erred in granting the Claimant an award because the Claimant did not allow him the opportunity to correct the deficient installation. The Commission finds no error. This proceeding involves a statutory claim against the Home Improvement Guaranty Fund, not a breach of contract claim. The Home Improvement Law does not require that a claimant give their contractor an opportunity to correct a deficient home improvement as a prerequisite to the granting of a Guaranty Fund award. Rather, it provides for the dismissal of a claim if the "claimant unreasonably rejected good faith efforts by the contractor

to resolve the claim." Md. Code Ann., Bus. Reg. § 8-405(d). The Commission is not aware of, and the Contractor did not identify any evidence that he made any attempt to resolve the claim, and, it follows, there was no evidence that the Claimant unreasonably rejected any good faith efforts by the contractor to resolve the claim.

The Commission notes that the caption in this proceeding erroneously identifies the Contractor's trade name as LCI of Frederick, Inc., which is the Contractor's current trade name and the corporation through which he provides home improvement services. The contract underlying this proceeding was between the Claimant and CEL, a now defunct and unlicensed corporation. Accordingly, the Commission has revised the caption to identify CEL as the Contractor's trade name and the corporate respondent.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 28th day of March 2022, **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 **AMENDED;**

D. That the Claimant is awarded $9,000.00 from the Maryland Home Improvement Guaranty Fund;

E. That the Ross Shorrow shall remain ineligible for a Maryland Home Improvement Commission license until he 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.

Joseph Tunney
Chairperson –Panel
Maryland Home Improvement Commission