

IN THE MATTER OF THE CLAIM	* BEFORE JEFFREY T. BROWN,
OF PRISCILLA ATOKE,	* 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	*
ANDREW BELL,	* OAH No.: LABOR-HIC-02-24-02085
T/A TEAM EVERY DETAIL,	* MHIC No.: 23 (75) 265
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 April 24, 2023, Priscilla Atoke (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement of \$21,000.00 for actual losses allegedly suffered as a result of a home improvement contract with Andrew Bell, trading as Team Every Detail (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2023).<sup>2</sup> On December 29, 2023, the MHIC issued a Hearing

<sup>1</sup> The MHIC is under the jurisdiction of the Department of Labor (Department).

<sup>2</sup> Unless otherwise noted, all references to the Business Regulation Article are to the 2015 Volume of the Maryland Annotated Code and will be cited as Bus. Reg.

Order on the Claim. On the same date, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On April 23, 2024, I held a hearing at the OAH in Rockville, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Catherine Villareale, Assistant Attorney General, Department, represented the Fund. The Claimant represented herself. 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. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2023); 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 offered by the Claimant:

- Clmt. Ex. 1 - Complaint Form, MHIC, April 24, 2023
- Clmt. Ex. 2 - Letter of Intent from the Respondent to the Claimant, dated December 22, 2020, signed by the parties on January 27, 2021
- Clmt. Ex. 3 - Contract between the Respondent and the Claimant (Contract), November 16, 2020
- Clmt, Ex. 4 - Quote from the Respondent to the Claimant, December 8, 2020<sup>3</sup>
- Clmt. Ex. 5 - Quote from the Respondent to the Claimant, December 8, 2020 (Amended Contract), signed by the parties on January 29, 2021

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<sup>3</sup> Mr. Coleman testified that this document was created in July or August 2021, and that the December 8, 2020 date resulted from the Respondent's re-use of the quote issued on December 8, 2020, marked as Clmt. Ex. 5.

Clmt. Ex. 6 - Bank of America letter to the Respondent, March 16, 2021

Clmt. Ex. 7 - Invoice from the Respondent to the Claimant (Invoice), August 23, 2021

Clmt. Ex. 8 - Email from the Claimant to the Respondent, December 22, 2021; Letter from Patrick Ritchey, PSR Services, Inc. (PSR), to Rahn Barnes, Healthy Neighborhoods, Inc., September 10, 2021

I admitted the following exhibit offered by the Respondent:

Resp. Ex. 1 - 5305 Gwynn Oaks Basement Plan and First Floor Plan, undated

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Letter from the MHIC to the Respondent, April 26, 2023; Home Improvement Claim Form, April 24, 2023

Fund Ex. 2 - Hearing Order, December 29, 2023

Fund Ex. 3 - Notice of Hearing, January 30, 2024

Fund Ex. 4 - Licensing History for the Respondent, printed March 27, 2024

### Testimony

The Claimant testified and presented the testimony of Daryl Coleman, her husband and co-owner of the premises. The Respondent testified. 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 his individual MHIC license number 01-118906 and his trade name MHIC license number 05-138499.

2. The Claimant purchased the subject property through the Healthy Neighborhoods Program (HNP), a program which facilitates the funding and purchase of homes in Baltimore through a purchase and rehabilitation loan.

3. As the entity providing funding for the rehabilitation of the premises, the HNP established a draw schedule, an inspection regimen, and payment authority for each phase of the renovation.

4. The Respondent inspected the Claimant's home prior to entering into a contract with the Claimant for a two-level renovation and estimated the cost of all necessary work starting with demolition and ending in completion of the renovation.

5. The Claimant and the Respondent entered into the Contract on or about November 16, 2020 to perform a full two-level renovation of the Claimant's home.<sup>4</sup> The Contract price was \$215,000.00.

6. On December 22, 2020, the parties executed a Letter of Intent pursuant to which the Claimant paid the Respondent a \$2,500.00 deposit.<sup>5</sup>

7. In December 2020 or January 2021, the Claimant received plans prepared by an architect retained by the Claimant and her husband because a prior set of plans was not suitable for the issuance of permits. The plans were provided to the Respondent at that time.

8. On or about December 8, 2020, the Respondent issued a new quote for the work contained in the Contract, but adding full roof replacement, for the price of \$185,000.00. This Amended Contract was signed by both parties on January 29, 2021.

9. In February 2021, the Claimant's bank issued a check to the Respondent for a down payment of \$18,500.00, which the Respondent cashed in March 2023.<sup>6</sup>

10. The Claimant paid the Respondent a total of \$21,000.00 in deposits prior to commencement of work under the Contract.

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<sup>4</sup> Clmt. Ex. 3. This document is not signed by either party, but the Claimant testified that she and the Contractor electronically signed this document at the time it was sent to her in November 2020. The Contractor did not send her a copy of the fully executed Contract. The Claimant testified that this Contract was the basis of the mortgage she acquired through the HNP.

<sup>5</sup> Clmt. Ex. 2.

<sup>6</sup> Clmt. Ex. 6.

11. Internal demolition of the property was commenced in February 2021 by Mr Coleman, the Claimant's husband. No employee of the Contractor performed demolition.
12. All debris resulting from the demolition was placed by Mr. Coleman in the driveway of the residence, at the Respondent's direction, and covered an area of approximately fifteen feet by fifteen feet.
13. In or before May 2021, persons employed by the Contractor came to the premises one time with a pickup truck and an eight-foot-long trailer and removed less than half of the demolition debris in the driveway.
14. The Contractor performed no work under the Contract other than the partial removal of debris on one occasion.
15. In July or August, 2021, the Contractor sent the Claimant a revised quote for the two-level renovation of the premises for \$423,125.00.<sup>7</sup>
16. The Claimant requested an explanation from the Contractor of the revised quote but was given no basis for a quote of almost twice the amount of the Contract.
17. The quote received by the Claimant in July or August 2021 was nearly twice the budget allowed to the Claimant through the HNP and was nearly twice the amount of her mortgage loan.
18. The Claimant declined to accept or sign the revised quote.
19. On August 23, 2021, the Respondent sent the Invoice stating a claim for reimbursement for administrative time, debris hauling, and an underpinning plan, in the amount of \$14,195.00.

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<sup>7</sup> This document was dated December 8, 2020, as the Amended Contract was, but the Claimant and Mr. Coleman testified that the Respondent misdated documents, and that this quote was received by them in July or August 2021.

20. Neither the Contract nor the Amended Contract included hourly expenses for administrative time.

21. Neither the Contract nor the Amended Contract included a separate cost for any particular line item within the scope of work of the Contract.

22. The Respondent did not provide the Claimant with an underpinning plan or demonstrate its existence.

23. The Contract included no provision for liquidated damages.

24. On December 22, 2021, the Claimant requested that the Respondent refund the sum of \$18,500.00 advanced to the Respondent.

25. The Respondent performed no work under the Contract other than partial debris removal.

26. The Respondent did not make any good faith efforts to complete the Contract after May 2021.

The Claimant did not receive any reimbursement from the Respondent.

### DISCUSSION

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 (2021); 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).

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. 2023); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). "[A]ctual loss' means the costs of

restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

By statute, certain claimants are excluded from recovering from the Fund altogether. In this case, there are no such statutory impediments to the Claimant’s recovery. The claim was timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg §§ 8-405(g), 8-408(b)(1) (2015 & Supp. 2023). The Claimant owned and intended to reside in the home that is the subject of the claim at the time of the Contract. She did not own more than three dwellings at any relevant time. *Id.* § 8-405(f)(2) (Supp. 2023). The Claimant is not a relative, employee, officer, or partner of the Respondent, and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1) (Supp. 2023).

#### **The Contract and Amended Contract**

The Claimant proved by a preponderance of the evidence that she and the Respondent entered a Contract in November 2020 for the Respondent to renovate a two-level structure for \$215,000.00.<sup>8</sup> Although this Contract was not signed, the Claimant testified, and the Respondent did not refute, that this was the Contract between the parties. This fact is further supported by subsequent reference to the Contract amount of \$215,000.00 in the Letter of Intent signed on January 27, 2021. Both parties also signed the Amended Contract on January 29, 2021 for the same scope of work, plus a complete roof replacement.<sup>9</sup> As noted previously, the parties executed their Letter of Intent on January 27, 2021, only two days earlier.<sup>10</sup> I found the Claimant’s testimony credible that the November 2020 Contract was the Contract between the

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<sup>8</sup> Clmt. Ex. 3.

<sup>9</sup> Clmt. Ex. 5.

<sup>10</sup> Clmt. Ex. 2.

parties, and formed the basis of her loan approval, and I am persuaded that it was executed at that time by the parties. However, even if the execution of the Contract in November 2020 was uncertain based on the lack of a signed copy, the parties clearly affirmed their contractual relationship by the execution of the Letter of Intent, the payment of a \$2,500.00 deposit, and the signing of the Amended Contract for substantially the same scope of work, all in January 2021.

The Claimant and Mr. Coleman testified that in May 2021, the Respondent's personnel performed work under the Contract consisting of minimal debris removal on at least one day and performed no other work. The parties agreed that no work was performed by the Respondent inside the house. The Claimant asserted that the Respondent performed no other work under the Contract. After removing some debris from the driveway, the Respondent provided a materially higher proposed price for the Contract work, which the Claimant refused to sign. The Claimant further testified that when she did not agree to a new contract at nearly twice the price of the original Contract, the Respondent attempted to claim and retain \$14,195.00 of the Claimant's deposit of \$21,000.00, despite performing no other work and providing no basis to support the claimed expenses.

The Respondent testified that he was entitled to credit for expenses he incurred during the existence of the Contract. He testified that he had to spend time working on the Contract, which caused him to incur costs for his time and that of his personnel, and that he hired an underpinning consultant to prepare plans for the renovation. The Respondent also testified that his employees removed a considerable amount of debris from Mr. Coleman's demolition, for which the Respondent should have been compensated by the Claimant. Thus, the Respondent argued that he properly billed the Claimant and should be compensated in the amount of \$14,195.00.



Because the evidence shows that the Respondent did have personnel perform debris removal on at least one day, and debris removal is part of demolition, which is included in the Contract, it is necessary to consider the Respondent's claim for the value of his services, and to determine which services were contemplated by the Contract, which were not, and what they are worth.

*The Respondent's Extra-Contractual Claim for Administrative Expenses*

Neither the Contract nor the Amended Contract included any itemization of costs incurred by the Respondent for administrative fees, including in the event that the Contract was either completed or breached. The Respondent attempted by use of the Invoice to bill the Claimant \$4,625.00 for Administrative Time, charged at \$250.00 per hour.<sup>11</sup> This charge was not contractual. The Contract did not provide a right to the Respondent to collect liquidated damages in the event the Contract was not fulfilled, including as a result of his own breach. As such, the Respondent has no contractual right to a credit for a charge of \$4,625.00 for administrative fees, even if there had been evidence they were incurred, which there was not.

*The Respondent's Extra-Contractual Claim for Underpinning Expenses*

The Contract and Amended Contract included nearly identical language concerning underpinning work, which was,

Underpin the basement  
Rough-in Plumbing (Ground Work)<sup>12</sup>  
Install new slab

The Contract did not provide for separate costs to complete this work, including consulting with any subcontractor or the preparation of an underpinning plan which might require separate billing to the Claimant. Because there was no provision made for billing of tasks associated with

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<sup>11</sup> Clmt. Ex. 7.

<sup>12</sup> This was identified as (Groundwork) in the Amended Contract.

underpinning, or a contractual provision stating that separate expenses may be incurred, the Respondent was responsible to complete all underpinning and to incur the costs of doing so as part of the original Contract price. Accordingly, the costs associated with underpinning were within the original Contract price of \$215,000.00.

Despite this, the Respondent asserts that he should be credited for a charge of \$1,350.00 for such a plan, and his time to consult with an expert.<sup>13</sup> No underpinning plan was provided to the Claimant with the Respondent's demand for payment and the Respondent did not produce any plan at the hearing. The Claimant and Mr. Coleman testified that no work was done to the interior of the property by the Respondent, his employees, or any subcontractor. No evidence was produced, either to the Claimant or at the hearing, that an underpinning plan was created or exists, or that actual work was done inside the property in contradiction of Mr. Coleman's testimony. Even if such a plan had been created, the Respondent produced no evidence of the cost of that plan, or why that cost was billable separately to the Claimant under the Contract. As such, the Respondent has no contractual right to post-contract charges for underpinning services he did not prove were performed, and which were to have been provided under the original Contract.

*The Respondent's Charges for Expenses for Debris Removal*

Both the Contract and Amended Contract provided that the Respondent would perform "demolition," with no identification of the separate task of removal of debris from demolition as a non-included expense which would be billed separately. Accordingly, the total price of the Contract or Amended Contract included what was necessary to complete demolition generally, which necessarily includes removal of the debris so that the remainder of the Contract can be performed. The first time that a separate cost for demolition appeared was in the Respondent's

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<sup>13</sup> Clmt. Ex. 7.

proposal to nearly double the Contract price from \$215,000.00 to \$423,125.00 in July or August of 2021, when the Respondent separately itemized demolition at a cost of \$7,000.00.<sup>14</sup> This was an extra-contractual charge the parties did not agree upon at the time of the Contract. In any event, since the parties agree that the Respondent performed no demolition at the property, any subsequent charge for demolition is without a basis. As an alternative basis for reimbursement, the Respondent claims entitlement for the costs of debris removal.

The Respondent's post-contract itemization of \$5,500.00 for trash removal in July or August 2021, when the Respondent attempted unsuccessfully to nearly double the Contract price, was not part of the Contract.<sup>15</sup> After the Respondent did not accept the proposed new contract price of \$435,125.00, the Respondent issued the Invoice demanding \$8,190.00 for "Debris Hauling," which appears to be the same task itemized in the rejected contract revision for \$5,500.00, calling for "Trash Removal" of all debris associated with the job.<sup>16</sup> In the Invoice, the Respondent claimed without supporting evidence to have picked up eight loads of debris from the house, at a cost of \$500.00 per load, distinct from the cost of labor. The Invoice itemized a separate charge for the labor of four men at a cost of \$3,840.00. If one divides this figure by eight, for the alleged number of loads, the cost of labor per load is \$480.00. If one divides \$480.00 by four, for the number of men, the result is \$120.00 per man, per load.

The parties do not disagree that the Respondent's employees came to the Claimant's property at least one time. As such, some services were provided by the Respondent that have a monetary value. Therefore, it is necessary to determine what that value is so that the Respondent may receive proper credit for that amount.

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<sup>14</sup> Clmt. Ex. 4.

<sup>15</sup> Clmt. Ex. 4.

<sup>16</sup> Clmt. Ex. 7.

The Respondent provided no evidence in support of \$8,190.00 of charges for debris hauling per the Invoice at the hearing. The charge of \$500.00 for each of eight loads was not explained by proof of what was used or charged to the Respondent, if anything. If it was the alleged cost to rent a dumpster for each load, there should have been an invoice for each, but none was provided to the Claimant with the Invoice, or at the hearing. Furthermore, the premise of the removal of eight dumpsters full of debris is contradicted by the credible testimony of Mr. Coleman that the Respondent's employees came once with a pickup truck and a trailer and left more than half of the trash in the driveway. Similarly, the charge for four men bringing, filling, and removing eight separate dumpsters of debris is contradicted by the same evidence. Indeed, the possibility of this having occurred without notice or documentation is not plausible.

The Invoice was reviewed by PSR, a home inspection company retained by the HNP as a condition of the Claimant's renovation loan, to determine if the charges in it were reasonable.<sup>17</sup> Notwithstanding this review, I find that PSR's evaluation of the Respondent's demand for \$8,190.00 for debris hauling is not supported by any facts. The Invoice provides no useful breakdown by days, hours, equipment, or costs incurred, if any, for the charge of \$8,190.00. Indeed, PSR's analysis of the invoice did not have the advantage of facts presented during this hearing, and instead was premised upon a series of assumptions that had no clear factual basis.

For instance, to assess the extra-contractual charge for debris hauling, PSR assumed the cost of a 30 yard open top dumpster to be \$500.00 and multiplied it by eight to explain the \$4,000.00 charge for "8 loads," even though there is no evidence that even one dumpster was ever brought to the Claimant's property and filled. There is no evidence that the Respondent ever rented or paid for a dumpster, or that he paid eight men working to fill eight dumpsters.

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<sup>17</sup> Clmt. Ex. 8.

The only possible utility of the Invoice is that it suggests that the Respondent paid his workers at least \$15.00 an hour, assuming that it took four men eight hours to fill one hypothetical dumpster, and they did this eight times. This hourly figure is arrived at if one starts with the \$120.00 per man, per load result reached above, and divides it by eight hours per man, accounting for the number of work hours per day.<sup>18</sup> Based on that calculation, and the testimony of Mr. Coleman that the Respondent's employees came one time and removed only enough debris to fill a pickup truck and a trailer, the labor charge for four men to pick up and remove debris for half of one day, consisting of four hours of labor per man, would come to \$60.00 per man, or a total of \$240.00 for a half day of debris removal.

If one accepted that the Respondent's personnel took the entirety of one day to remove some of the debris in the Claimant's driveway, the cost for eight hours using four men at \$15.00 per hour would be \$480.00.<sup>19</sup> Because the number of hours that the Respondent's personnel spent on their single visit was not clearly stated, I will err on the side of such labor taking one whole day, and find that the value of debris removal by the Respondent was \$480.00.

### **The Claimant's Deposits**

The Claimant paid an initial deposit of \$2,500.00 when the Letter of Intent was executed on January 27, 2021. The Letter of Intent stated that it and a non-refundable deposit of \$2,500.00 solidified "the intent and to prove as good faith of completing the budget, plans and agreement that is to come." The Letter of Intent was mutual, and it did not specify that good faith was expected from only the Claimant. In the Letter of Intent, the Respondent pledged to fully cooperate in helping the Claimant secure her loan and to be involved in any prep work that needed to be completed prior to starting the project.<sup>20</sup> I construe the Letter of Intent to state an

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<sup>18</sup> \$120.00 ÷ 8 hours = \$15.00 per hour.

<sup>19</sup> \$15.00 x 8 hours per man = \$120.00 per man. \$120.00 per man x 4 men = \$480.00.

<sup>20</sup> *Id.*

expectation of good faith from both the Claimant and the Respondent as a condition of the payment of \$2,500.00, and that the non-refundable characterization of that payment was contingent upon good faith shown by both parties. However, I do not find that the Respondent's attempt to nearly double the price of the Contract, and to then punitively assert a claim for reimbursement against the Claimant when she refused to accept the new price, was in good faith.

The Amended Contract for \$185,000.00 was signed by both parties on January 29, 2021. After the Amended Contract was signed, the remaining \$18,500.00 deposit was paid by the Claimant in February 2021 and cashed by the Respondent in March 2021. The total deposit paid by the Claimant to the Respondent was \$21,000.00.

#### **The Claimant's Eligibility for Compensation**

Based on the totality of the evidence, I find that the Claimant is eligible for compensation from the Fund. She had a Contract with the Respondent for a two-level renovation of her home, under which the Respondent performed only partial debris removal in the course of one day. He performed no renovations as required by the Contract, and fulfilled none of the requirements of the Contract. The Respondent then refused all further performance under the Contract and improperly retained the Claimant's deposit funds, resulting in an actual loss due to the Respondent's unworkmanlike, inadequate, incomplete, and abandoned home improvement.

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) (Supp. 2023); COMAR 09.08.03.03B(1). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. In this case, the Respondent abandoned the Contract without

performing any work other than minimal debris removal. The Claimant did not present evidence that she is soliciting another contractor to complete the Contract.

Accordingly, the following formula appropriately measures the Claimant's actual loss: "If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor." COMAR 09.08.03.03B(3)(b). The Claimant paid the Respondent \$21,000.00. The Respondent provided services with a value of \$480.00. Therefore, the Claimant's actual loss is \$20,520.00.

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.<sup>21</sup> Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss is not more than she paid to the Respondent and is less than \$30,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$20,520.00.

#### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$20,520.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2023); COMAR 09.08.03.03B(3)(b). I further conclude that the Claimant is entitled to recover that amount from the Fund. Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4).

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<sup>21</sup> 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").

**RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$20,520.00; 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;<sup>22</sup> and

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

July 12, 2024  
Date Decision Issued

*Jeffrey T. Brown*  
Jeffrey T. Brown  
Administrative Law Judge

JTB/kh  
#212800

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<sup>22</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



**PROPOSED ORDER**

***WHEREFORE, this 23<sup>rd</sup> day of October, 2024, 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***

***Chairman***

***Panel B***

**MARYLAND HOME IMPROVEMENT  
COMMISSION**