

OF JOHN PASCAZIO,
CLAIMANT
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF JEAN QUIROZ,
T/A JPQ GENERAL
CONSTRUCTION, LLC,
RESPONDENT

* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
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* OAH No.: LABOR-HIC-02-23-13715
* MHIC No.: 23 (75) 449
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PROPOSED DECISION

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

STATEMENT OF THE CASE

On February 15, 2023, John Pascazio (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)¹ Guaranty Fund (Fund) for reimbursement of \$63,600.00² for actual losses allegedly suffered as a result of a home improvement contract with Jean Quiroz, trading as JPQ General Construction, LLC (Respondent). Md. Code Ann., Bus.

¹ The MHIC is under the jurisdiction of the Department of Labor.

² At the hearing, the Claimant amended the claim to \$50,030.00. See Code of Maryland Regulations (COMAR) 09.08.03.02C.

Reg. §§ 8-407 to 411 (2015 & Supp. 2023).³ On May 10, 2023, the MHIC issued a Hearing Order on the Claim. On May 22, 2023, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On December 11, 2023, I held a hearing by video.⁴ Bus. Reg. §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b). MacKenzie Read, Assistant Attorney General, Department of Labor (Department), represented the Fund. Annette DeCesaris, Esquire, represented the Claimant, who was present. Jill D. Caravaggio, Esquire, represented the Respondent, who was present. The hearing continued on January 8, 2024, and completed on January 30, 2024. A Spanish language interpreter was used each hearing day.

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 pre-numbered exhibits offered by the Claimant, unless otherwise noted:

Clmt. Ex. 1 Amended Claim form, undated (first page only), with Complaint Form, received October 4, 2022

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

⁴ An initial hearing date, July 31, 2023, was postponed at the Respondent's request. The next hearing date, September 28, 2023, was postponed at the Claimant's request.

- Proposal for 12' x 30' deck, total price \$17,300.00, undated and unsigned
- Clmt. Ex. 3 Proposal for 4' cedar fence, total price \$7,300.00, undated and unsigned
- Clmt. Ex. 4 Check from Claimant to Respondent, \$17,700.00, for "Fence + Deck," cashed August 23, 2022
- Clmt. Ex. 5 Check from Claimant to Respondent, \$7,300.00, for "Fence," cashed July 12, 2022
- Clmt. Ex. 6 (Not submitted)
- Clmt. Ex. 7 (Not admitted but retained in the file⁵)
- Clmt. Ex. 7.1 One photo of stained fence (Exs. 7.2 and 7.3 not admitted but retained in the file)
- Clmt. Ex. 8 Fourteen pages of photos of deck
- Clmt. Ex. 9 (Withdrawn⁶)
- Clmt. Ex. 10 Prince George's County Permit 43110-2022-00, approved December 5, 2022
- Clmt. Ex. 11 Citation Number 38879-2022-0, September 30, 2022
- Clmt. Ex. 12 Citation Number 38879-2022-0, September 30, 2022 (clear copy)
- Clmt. Ex. 13 Citation Number 4**57-2022-0, October 25, 2022 (some numbers illegible)
- Clmt. Ex. 14 (Not submitted)
- Clmt. Ex. 15 KP Contracting Agreement with Claimant, for new 12' x 30' deck, \$28,980.00, signed March 29, 2023
- Clmt. Ex. 16 (Not admitted but retained in the file)
- Clmt. Ex. 17 (Not admitted but retained in the file)

I admitted the following pre-numbered exhibits offered by the Respondent:

- Resp. Ex. 1 (Not submitted)
- Resp. Ex. 2 Sketch of fence section, undated
- Resp. Ex. 3 Surveyor's Certificate on drawing of house, deck, fence, and conservation area behind house, May 16, 2022
- Resp. Ex. 4 Prince George's County Permit # 21733-2022-0, for 12' x 30' deck; (no permit required for 4' fence), approved July 1, 2022 (second page, enlarged copy of first page)
- Resp. Ex. 5 Prince George's County Permit # 43110-2022-0, for 12' x 30' deck and 6' high fence, approved October 28, 2022
- Resp. Ex. 6 Prince George's County Permit History, application dates from December 29, 2020 to June 2, 2023
- Resp. Ex. 7 Excerpt from text thread between JB⁷ and Unknown, October 21-22, 2022
- Resp. Ex. 8 Paid invoices for material for fence, July 6, 7, and 12, 2022
- Resp. Exs. 9.1 & 9.2 Photos of fence without stain
- Resp. Ex. 10 Excerpt from text thread between Claimant and Respondent, May 25 to August 31, 2022
- Resp. Ex. 11 Excerpt from text thread between Claimant and Respondent, August 25-31, 2022
- Resp. Ex. 12 Excerpt from text thread between Claimant and Respondent, July 25-27, 2022
- Resp. Ex. 13 (Not submitted)
- Resp. Ex. 14 Drawing of deck and stairs, undated
- Resp. Ex. 15 Excerpt from text thread between Claimant and Respondent, August 22, 2022

⁵ See COMAR 28.02.01.22C ("All exhibits marked for identification, whether or not offered in evidence and, if offered, whether or not admitted, shall be retained for purposes of judicial review.").

⁶ Resp. Exs. 6 and 26 were substituted for Clmt. Ex. 9, which contained editorial comments and was not clear.

⁷ JB's name is not evident on the text thread.

- Resp. Ex. 16 Receipts for purchase of deck materials, July 2 through August 20, 2022
Resp. Ex. 17 Four photographs of deck
Resp. Ex. 18 (Not submitted)
Resp. Ex. 19 (Not submitted)
Resp. Ex. 20 Email exchange between Respondent, Claimant, and John Michael Stone, September 26 and 28, 2022, and October 8, 2022
Resp. Exs. 21 to 25 (Not submitted)
Resp. Ex. 26 Prince George's County Permit Application, 12' x 30' deck and 4' fence, undated

I admitted the following exhibits offered by the Fund:

- Fund Ex. 1 Cover letter from MHIC to Respondent, February 27, 2023, with copy of Claim form, stamped received February 15, 2023
Fund Ex. 2 Hearing Order, May 10, 2023
Fund Ex. 3 Notice of Remote Hearing, June 8, 2023
Fund Ex. 4 Licensing information for Respondent, printed July 17, 2023

Testimony

The Claimant testified and called no additional witnesses.⁸

The Respondent presented the testimony of Miguel Antelo, who is the Respondent's brother-in-law and is employed by the Respondent.

The Fund presented no 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 01-118770. His company, JPQ General Construction, LLC, was licensed under corporation number 05-138399.
2. The Respondent routinely hires another company to process permit applications for his construction projects (Permit Company).

⁸ The Claimant sought to have Micah Busbee qualified as an expert in deck construction and applicable deck codes in Prince George's County. Based on his lack of experience, training, and licensing in the area of deck construction and codes, I denied the request to qualify him as an expert in those areas. See COMAR 28.02.01.21D. He was not further called to testify.

On May 1, 2022, the Respondent provided a proposal to the Claimant to build a pressure-treated wood deck on the back of the Claimant's home in Prince George's County, Maryland.

4. Prior to May 15, 2022, the Respondent also provided a proposal to the Claimant to build a four-foot-high cedar fence around the backyard of the Claimant's home. The proposal did not call for the fence to be sealed, stained, or painted. The fence surrounded a large backyard, behind which was a wooded area.

5. The proposals were never signed by the Claimant and the Respondent, and there was never a signed, dated contract for the work; the parties treated the proposals as contracts.

6. The original agreed-upon price for the deck was \$17,500.00. A gate was later added to the plans for a final price of \$17,700.00.

7. The original agreed-upon price for the cedar fence was \$7,300.00.

8. The Permit Company applied for a permit to build the deck and the fence on June 3, 2022. The parties later learned that no permit was necessary for a four-foot-high fence.

9. On June 12, 2022, the Claimant paid the Respondent \$7,300.00 for the fence.

10. On July 1, 2022, Prince George's County (County) approved Permit No. 21733-2022-0 to build a 12' x 26' deck with two 4' x 4' landings and steps.

Fence

11. Between July 6 and 12, 2022, the Respondent ordered and purchased materials to build the fence.

12. On July 13, 2022, the fence was completed. It was built of cedar wood, which should not be stained with color. It may be sealed with a clear sealant or a transparent or semi-transparent cedar-colored stain.

13 On or about July 25, 2022, the Claimant's partner sealed the back part of the fence with a colored stain. The Claimant was displeased and texted the Respondent with a photo to see if it could be redone. He wrote that he wanted clear sealant, but his partner used semi-clear.

14. When the Respondent read that the Claimant's partner sealed the fence and saw the photo, he texted "Ohhh mine god." (Resp. Ex. 10). He suggested that the wood slats on the back part of the fence could be removed, flipped, and nailed back on the fence, as no one could see the unsightly stain from the wooded side of the fence anyway. Some posts would have to be removed and replaced. The Respondent offered to do the work for \$850.00. He did the work, but the Claimant never paid him.

15: About a month later, the Claimant wanted to stain the fence. The Respondent ultimately agreed but said only clear sealant could be used. The Respondent insisted on doing the work himself so that the Claimant did not ruin the fence.

16. On August 25, 2022, the Claimant purchased two five-gallon containers of a stain recommended by someone at Home Depot. It was brown colored. The Claimant wanted the fence to be stained with this product.

17. On August 31, 2022, the Respondent arrived at the Claimant's home prepared to put the sealant on the fence. The Respondent saw that it was stained brown and texted the Claimant that it was the wrong color—it should have been clear or cedar tone. He texted a photo of the stain applied to a piece of pressured treated wood, which was the only wood left in the yard, to show how dark it was and asked if this was what the Claimant wanted. The Claimant, who was not home at the time, texted that it was. The Respondent proceeded to apply the brown stain to part of the fence. He sent a photo of it to the Claimant, who said, "Please stop" and the Respondent stopped. The brown stain on the fence was unsightly.

The Respondent agreed to redo the fence at no charge if the Claimant bought the materials. The Claimant asked for the price of the materials but before the Respondent could reply to that request, the relationship broke down, as explained below.

Deck

19. The Permit Company applied for a permit to build the deck and it was approved on July 1, 2022. Before it could be built, however, the Claimant changed his mind about the configuration of the steps coming down from the deck to the yard.⁹ As a result, the Permit Company filed for a modified permit.

20. In August 2022, the Respondent built the deck. The Claimant wanted the deck to be completed by a certain date for a family event and so, to satisfy the Claimant, the Respondent built the deck before the permit for the deck was issued.

21. The permit modification request delayed the permitting process. Eventually, the Permit Company advised they should file for an entirely new permit, which, it believed, would be granted more quickly than a modified permit.

22. On August 22, 2022, the Claimant paid the Respondent \$17,700.00 for the completed deck. He texted the Respondent that he loved the deck.

23. The Claimant knew the deck would have to be inspected before the permit would be closed out.

24. Between September 26, 2022, and October 8, 2022, the Claimant's partner and the Respondent exchanged a series of emails accusing each other of bad faith and disputing the other's allegations. The partner alleged the deck was unsafe. The Respondent asked for an independent inspector to inspect the deck. The partner would only allow a County inspector to

⁹ The evidence established that the Claimant changed his mind from having the stairs come straight down or in an L, turning to the right or turning to the left. The evidence was inconsistent regarding the order of those plans, but that is irrelevant to this decision.

inspect the deck and the Respondent agreed. The partner accused the Respondent of failing to fix the deck and the unsightly fence and the Respondent reminded him that he, the Respondent, had been banned from the property. The Respondent discussed that an unidentified city inspector had looked at the deck but a final County inspection was needed after that office received certain documentation. The partner demanded a return of all of the money the Claimant had paid to the Respondent.

25. On September 30, 2022, Prince George's County issued an inspector citation for building the deck without a permit. This citation also advised, "Discontinue use as deck appears to be constructed in a deficient manner." (Clmt. Ex. 12). A fine of \$1,000.00 was assessed.

26. On October 4, 2022, the Claimant filed his claim with the MHIC.

27. A replacement citation¹⁰ was issued on October 25, 2022. It omitted the language about the deck appearing to be constructed in a deficient manner. (Clmt. Ex. 13). The Respondent paid the \$1,000.00 fine imposed for building the deck before a permit was issued.

28. Also on October 25, 2022, a permit was issued for the deck and fence.

29. On October 27-28, 2022, the Permit Company filed a new permit application for a 12' x 30' deck¹¹ with landing and steps. It was approved on December 5, 2022.

Replacement deck

30. On March 29, 2023, the Claimant contracted with KP Contracting to demolish the deck built by the Respondent and build a new deck.

31. The deck built by the Respondent was demolished before Prince George's County inspected it.

¹⁰ The Claimant identified this as a replacement citation, not an additional citation.

¹¹ The evidence was inconsistent regarding the size of the deck, but whether it was 12' x 30' or 12' x 26' is irrelevant to this decision.

the contract for the deck to be built by KP Contracting called for alterations from the deck built by the Respondent, including a design that will hold a hot tub, a roof under the deck to be added at a later date, and vinyl railings.

33. The Claimant paid KP Contracting \$24,230.00 for the new deck.

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); 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 not proven eligibility for compensation.¹²

By statute, certain claimants are excluded from recovering from the Fund altogether. 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 resides in the home that is the subject of the claim or does not

¹² Regarding the regulatory framework for calculating actual loss, the Claimant argued that he established actual loss of \$50,030.00, representing the amount paid to the Claimant for the deck and fence (\$25,000.00) plus the amount paid to KP Contracting for the replacement deck (\$25,030.00). Although he acknowledged he would be limited by the \$30,000.00 cap if he were successful in his claim, Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4), I am highlighting his request only to show that the Claimant seemed not to understand how the Fund reimbursement calculations work under COMAR 09.08.03.03B(3)(a)-(c).

own more than three dwellings. *Id.* § 8-405(f)(2) (Supp. 2023). The parties did not enter into a valid agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3) (2015 & 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). In this case, there is one statutory impediment to the Claimant's recovery, however: the Claimant unreasonably rejected good faith efforts by the Respondent to resolve the claim. *Id.* § 8-405(d) (Supp. 2023). I will address this further below.

Fence

The evidence established that the fence the Respondent built for the Claimant was a beautiful cedar fence around a large backyard. The back of the fence faced a wooded conservation area. The Respondent told the Claimant that only a clear or cedar-colored stain/sealant should be used on cedar wood. Nevertheless, the Claimant's partner applied an unsightly dark stain on the fence abutting the woods. When the Claimant contacted the Respondent to report what had occurred, the Respondent suggested that he could fix it by turning the fence slats around and replacing some posts that were stained with the unsightly stain. He offered to do this for \$850.00 and the Claimant agreed. The Respondent did that work, but the Claimant never paid him.

On August 31, 2022, after the fence had long been completed and the Respondent was building the deck, the Claimant contacted the Respondent to ask him to apply stain he had purchased. The Respondent demurred because it was the wrong stain for cedar wood, but the Claimant insisted. The Respondent put a small amount of the stain on a scrap piece of lumber that was not cedar (the cedar wood had been removed from the yard by then), and the Claimant confirmed that was what he wanted. The Respondent, seeking to placate the Claimant, applied

... He faxed a photo of it to the Claimant and the Claimant told him to stop.

The fence was completed according to the contract and full payment was made. The acts the Claimant complains of occurred over a month later. No evidence was presented that there was a contract for this subsequent staining of the fence or any payment made to the Claimant. No evidence was submitted that the only remedy for the unsightly fence was a replacement of the fence and the Claimant failed to show the cost of replacement. In fact, no evidence was presented at the hearing regarding the current status of the fence. Thus, the Claimant has failed to meet the threshold showing of a claim against the Respondent for the fence.

Deck

The Respondent is an experienced builder who has built many decks. The Claimant's deck was large, but not particularly difficult or unique.

Seeking to placate the Claimant, the Respondent built the deck before a permit was issued by the Prince George's County permitting office. Ironically, one of the reasons for the delay of the permit was that the Claimant twice requested the configuration of the steps be changed. The Respondent learned from the Permit Company that the modifications were delaying the process and it would be faster to file a new permit application, which was done. Ultimately the permit was issued, but by that time, the Claimant was no longer allowing the Respondent to come onto his property and the Claimant never had Prince George's County inspect the deck.

The Claimant introduced photographs to show the deck was not built in a workmanlike manner, but I could not draw that conclusion from the photographs.¹³ There was no expert

¹³ A couple of the photographs showed the dirt dug up around concrete footers. No reasonable explanation was provided regarding the conclusions I should draw from those photographs.

testimony or reports submitted regarding the quality of the Respondent's work. When the deck was completed, the Claimant texted the Respondent that he loved it. The County issued two citations because the deck had been built without a permit. The second citation replaced the first and language regarding possible deficiencies in the deck was deleted. A fine was assessed for building the deck before a permit was issued and the Respondent paid that. There was no other evidence from which I could conclude that the Respondent's work was deficient or unworkmanlike.

In emails exchanged between the Claimant's partner and the Respondent, the Respondent offered to have a neutral third party inspect the deck, then agreed to allow the County to inspect it when the Claimant's partner refused to allow a third party on the property. Despite this agreement, the Claimant never allowed the County to inspect it. He could have waited for the newest permit to be approved and allowed the County to inspect it. Instead, he moved forward with the Claim and then contracted with KP Contracting to demolish and rebuild a deck, with additional features not included in the agreement with the Respondent.¹⁴

The Claimant pointed to the stop work order (citation) as proof the deck was defective, but as I have already noted, the replacement citation did not mention anything about whether the deck might have been constructed in a deficient manner. Furthermore, language in a stop work order is not proof of deficient work; it merely stops the work and use of the deck until an official inspection can take place. As noted by the Respondent, had there been an inspection report that found deficiencies in the work, those deficiencies might have been corrected without demolishing the entire deck.

¹⁴ KP Contracting also used all new wood, instead of reclaiming the deck wood previously used. The Claimant offered no explanation for why the wood used by the Respondent could not be used by KP Contracting.

...by the Respondent and the Fund in closing arguments, just because the Respondent built the deck before a permit was issued does not mean it was built in an unworkmanlike manner, as the Claimant argued. In fact, the deck might have passed inspection, but we will never know because it was demolished before it was inspected.

The Respondent argued that under the doctrine of spoliation, the Claimant is prevented from establishing actual loss.

The doctrine of spoliation is grounded in fairness and symmetry. Stated simply, a party should not be allowed to support its claims or defenses with physical evidence that it has destroyed to the detriment of its opponent. In this case, Cumberland controlled the fire scene and informed Delmarva for the purpose of pursuing its subrogation claim, but never told Delmarva of the fire scene's impending destruction. And as a practical matter, this prevented Delmarva (and, perhaps more to the point, its experts) from assessing the causes of the fire first-hand. Cumberland says, correctly, that it preserved the meter box, which was the culprit in its view. But this case is not just about the meter box—it's about the cause of the fire, and specifically whether the cause, whatever it was, was attributable to Delmarva. And the destruction of the scene deprived Delmarva of the opportunity to test Cumberland's hypothesis or establish the possibility that the fire was caused by anything else.

Cumberland Ins. Grp. v. Delmarva Power, 226 Md. App. 691, 696–97 (2016).

The court identified four factors in determining whether spoliation has occurred: an act of destruction; discoverability of the evidence; an intent to destroy the evidence; and the destruction at a time after suit has been filed or at a time when the filing is fairly perceived as imminent. *Id.* at 701-02. The Claimant obviously knew litigation was imminent when he demolished the deck, as he filed the Claim with the MHIC while he was still emailing the Respondent in October 2022. However, I do not conclude the Claimant maliciously demolished the deck knowing litigation was imminent. I believe he simply rushed through the process without obtaining proper inspections and expert reports. Nevertheless, the Claimant was deprived of an inspection which would have shown whether the deck was defective and if so, whether it could be repaired rather than replaced. Had repair been possible, the Respondent

could have done those repairs. Instead, the Claimant quickly found another contractor to demolish the deck and replace it with an entirely new deck with new features.

The Claimant argued in closing that the spoliation argument is disingenuous because the Claimant submitted to the Respondent and the Fund photographs of the deck and "a report from an inspector," implying the Respondent had all the evidence he needed. If there is such a report, it was not submitted into evidence at the hearing. The photographs that were admitted fail to show unworkmanlike work by the Respondent. I have no expert testimony or report from which I can conclude the deck was defective or, if it was, that the only remedy was to demolish and replace it. I need not draw any negative inferences regarding the Claimant's decision to replace the deck before it could be inspected by the County, but it certainly impacted his ability to establish actual loss under the MHIC regulations.

In addition to concluding the Claimant failed to show the Respondent's work was unworkmanlike or deficient, I find that the Respondent acted in good faith and according to the Claimant's instructions and wishes in several regards. He fixed the fence after the Claimant's partner stained it with an unsightly stain. He later applied a different stain purchased by the Claimant, despite telling the Claimant it was the wrong stain. He built the deck before the building permit was issued to accommodate a family event at the Claimant's house. He had the Permit Company file for modified permits and file an entirely new permit application, because the Claimant changed his mind about the configuration of the steps from the deck to the yard. He paid the \$1,000.00 fine. He agreed to have the City and the County inspect the deck. The Claimant refused to allow the Respondent to come onto the property to address any deficiencies he might have noticed, instead, filing the Claim with the MHIC. For all of these reasons, I find any claim the Claimant might have established would be barred by the Respondent's good faith attempts to satisfy the Claimant. Bus. Reg. § 8-405(d) (Supp. 2023).

and the Claimant is not eligible for compensation from the Fund

PROPOSED CONCLUSION 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 & Supp. 2023).

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.

March 21, 2024
Date Decision Issued

Joy L. Phillips

Joy L. Phillips
Administrative Law Judge

JLP/dlm
#209780

PROPOSED ORDER

WHEREFORE, this 7th day of June, 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.

Joseph Tunney

Joseph Tunney

Chairman

Panel B

**MARYLAND HOME IMPROVEMENT
COMMISSION**