

<p>IN THE MATTER OF THE CLAIM</p> <p>OF SHANI DINOVIKZ,</p> <p>CLAIMANT</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF NATHAN TOTH,</p> <p>T/A TNT HOME REMODELING, LLC,</p> <p>RESPONDENT</p>	<p>* BEFORE SUN E. CHOL,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>*</p> <p>*</p> <p>* OAH No.: LABOR-HIC-02-23-05138</p> <p>* MHIC No.: 22 (75) 1094</p>
---	--

* * * * *

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 August 25, 2022, Shani Dinovitz (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)¹ Guaranty Fund (Fund) for reimbursement of \$16,765.00 for actual losses allegedly suffered as a result of a home improvement contract with Nathan Toth², trading as TNT Remodeling, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2022).³ On February 3, 2023, the MHIC issued a Hearing Order

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

² The Respondent formerly traded as Sal's Boys Handyman Services, LLC.

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

on the Claim. On February 14, 2023, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On April 24, 2023, I held an in-person hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Ernie Dominguez, Assistant Attorney General, represented the Fund. The Claimant represented herself. The Respondent represented himself.

The contested case provisions of the Administrative Procedure Act, the Department of Labor'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); 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 offered by the Claimant:

- Clmt. Ex. 1 - Contract between the Claimant and the Respondent, signed and dated, March 17, 2021 (pp. 1-2)
- Claimant's payment check number 3564 to Respondent, March 17, 2021 (p. 3)
- Claimant's payment check number 3777 to Respondent, June 18, 2021 (p. 4)
- Claimant's contract with Long Fence, a subsequent contractor, signed and dated, November 12, 2021 (pp. 5-6)
- Claimant's payment to Long Fence for \$2,475.00, November 16, 2021 (p. 7)
- Long Fence invoice number 719529 to Claimant for \$4,950.00, April 8, 2022 (p. 8)

Claimant's payment to Long Fence for \$4,950.00, April 21, 2022 (p. 9)

Addendum #1 to Claimant's contract with Long Fence, for \$5,200.00, April 6, 2022 (pp. 10-11)

Long Fence invoice number 719934 to Claimant for \$5,200.00, April 14, 2022 (p. 12)

Claimant's payment to Long Fence, for \$5,200.00, April 21, 2022 (p. 13)

Long Fence email to the Claimant regarding estimate for work, for \$5,880.00, April 25, 2022 (p. 14)

Clmt. Ex. 2 - Forty photographs of the backyard, materials, and fence, installed, damaged, and collapsed, undated

Clmt. Ex. 3 - Respondent's email to the Claimant regarding proposed change order, June 17, 2021 (p. 1)

Respondent's proposed and unsigned change order to the Claimant, June 17, 2021 (pp. 2-3)

Text messages between the Claimant and the Respondent, June 17, 2021 (pp. 4-13)

Text messages between the Claimant and the Respondent, June 25, 2021 (pp. 14-15)

Emails between the Claimant and the Respondent, June 25, 2021 (p. 16)

Text messages between the Claimant and the Respondent, June 29, 2021 (pp. 17-25)

Emails between the Claimant and the Respondent, July 2 through July 12, 2021 (pp. 26-31)

Text messages between the Claimant and the Respondent, July 18 through July 19, 2021 (p. 32)

Text messages between the Claimant and the Respondent, September 17, 2021 (pp. 33-36)

I admitted the following exhibits offered by the Respondent:

Resp. Ex. 1 - Not offered

Resp. Ex. 2 - Emails between the Respondent and his private distributor of materials, various dates (p. 1)

Emails between the Claimant and the Respondent, various dates (p. 2)

Emails between the Respondent and two private distributors, July 1, 2021 (p. 3)

Photographs of materials and portions of invoice from the Respondent's private distributor, May 10, 2021 (pp. 4-11)

Emails between the Respondent and his private distributors, July 1, 2021 (p. 12-14)

Resp. Ex. 3 - MHIC form letter to homeowner, instructions, and black complaint form, undated (pp. 1-4)

Diagram of original design and two changes, undated (pp. 5-6)

Addendum #1 to Claimant's contract with Long Fence, April 6, 2022 (p. 7)

Claimant's payment to Long Fence for \$4,950.00, April 21, 2022 (p. 8)

Long Fence email to the Claimant regarding estimate for work, for \$5,880.00, April 25, 2021 (p. 9)

Photograph of collapsed fence, undated (p. 10)

Claimant's contract with Long Fence, a subsequent contractor, signed and dated, November 12, 2021 (p. 11-12)

Respondent's summary, undated (pp. 13-14)

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Notice of Hearing, March 2, 2023

Fund Ex. 2 - Home Improvement Claim Form, August 25, 2022

Fund Ex. 3 - Respondent's Licensing History, April 24, 2023

Testimony

The Claimant testified and did not present other witnesses.

The Respondent testified and did not present other witnesses.

The Fund did not present any witness.

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 01-119924.
2. On March 17, 2021, the Claimant and the Respondent entered into a contract for home improvement for the Claimant's home located on Westbrook Road, in Baltimore, Maryland (home). The scope of the Contract included (Contract):
 - Remove and haul away current fencing,
 - Dig and set posts in thirty-two-inch concrete footers and secure to pool deck where necessary (pool deck posts will all be at an equal height and the rest of yard will be at a different equal height),
 - Cover post with vinyl sleeves and cap,
 - Install thirty-seven panels of white, vinyl six feet privacy fence,
 - Install one gate on left side of house, and
 - Install one panel and one gate near pool equipment. (Clmt. Ex. 1, pp. 1-2).
3. The original agreed-upon Contract price was \$10,980.00. The Contract price included all materials and labor.
4. The Contract did not state when work was to begin but indicated that the work would end five to six days after the start date, weather permitting.
5. On March 17, 2021, the Claimant paid the Respondent \$7,500.00, made payable personally to the Respondent and not to his former or current companies.
6. On June 18, 2021, the Claimant paid the Respondent \$1,740.00, made payable personally to the Respondent and not to his former or current companies.
7. There were no change orders after the parties entered into the Contract on March 17, 2021.

8. On or about June 25, 2021, the Respondent abandoned the project midway through its completion and failed to install approximately half of the fence in the Claimant's backyard.

9. On or about September 17, 2021, the Claimant and the Respondent completely ceased communication.

10. After the Respondent installed half of the fence and before the subsequent contractor began work, the fence began to collapse in various stages. At first, the caps blew off in July 2021. Then, panels of fencing began to lean over. Finally, by April 2022, most of the panels completely collapsed, except for one, which was leaning toward an inevitable collapse.

11. On November 8, 2021, the Claimant hired Long Fence, a subsequent contractor, to complete the work the Respondent failed to complete, as well as repair some of the damaged fence installed by the Respondent. The scope of the work was the same as the original Contract. No changes were included. The total price of the contract with Long Fence was \$7,425.00. The contract was signed on November 12, 2021.

12. On November 16, 2021, the Claimant paid Long Fence \$2,475.00 which represented the deposit to start work.

13. Long Fence completed the work left unfinished by the Respondent. On April 21, 2022, the Claimant paid Long Fence \$4,950.00, the balance due on the contract with Long Fence.

14. The Claimant entered into Addendum #1 to the contract with Long Fence to repair the damaged and collapsed fence installed by the Respondent, for a total price of \$5,200.00. On April 21, 2022, the Claimant paid to Long Fence the amount of \$5,200.00 which represented the repair work on the damaged and collapsed fence.

15. Long Fence provided the Claimant with an estimate of work required to repair the final panel of the fence that started to lean over but had not completely collapsed by April 2022. The estimate was \$5,880.00.

DISCUSSION

Legal Framework

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; 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. 2022); *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.

Analysis

First, the evidence established that the Respondent was a licensed home improvement contractor at the time the Respondent entered into the Contract with the Claimant on March 17, 2021. The Fund presented the Respondent’s license information reflecting an issue date of July 16, 2020, and an expiration date of July 16, 2024, with no gaps. (Fund Ex. 3).

Second, 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 on August 25, 2022, 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. 2022). The Claimant resides in the home that is the subject of the Claim or does not own more than three dwellings. *Id.* § 8-405(f)(2) (Supp. 2022). The Claimant and the Respondent did not enter into a valid agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3) (2015 & Supp. 2022). 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. 2022).

Third, the evidence established that the Respondent performed inadequate work and abandoned the work midway through its completion.

Change Order

The Respondent alleged that the Claimant made a change order consisting of fencing that she wanted installed around a big tree in the backyard and to move the fence further back than the original design. He requested from the Claimant a payment of \$2,490.00 that reflected the change order. The Respondent testified that three men dug holes according to the original design. He explained that when distances are changed, more materials are needed, which is what the added costs reflect. In addition, the Respondent alleged that the Claimant delayed the work because she ordered the wrong type of fence, which she tried to sell but was unsuccessful. She was forced to use the fence she incorrectly ordered.

To support his position, the Respondent offered two hand-drawn diagrams as well as the original design of where the fence should be installed. (Resp. Ex. 3). There were no initials and/or the signature of the Claimant on this exhibit. The Claimant adamantly denied requesting a change and/or agreeing to a change. The Respondent then presented his email to the Claimant

dated June 17, 2021, concerning the proposed change order that added \$2,490.00 to the original Contract price. (Clmt. Ex. 3, pp. 2-3). In response to this email, the Claimant responded via text messages to the Respondent on June 17, 2021,

I just saw your email with the change order, but nothing has changed from the original project. I always wanted the fence on that side to be exactly where the existing fence is. Nothing changed. Thanks. It is totally unsettling waking up to a change order that's a couple thousand dollars higher than the original project, when there's no change from the original project. We had agreed the original fence would be hauled away. I noticed it was still there, and asked about it, and your guys had no idea they were supposed to haul away the original fence until I mentioned it. (Clmt. Ex. 3, p. 4).

The Respondent testified at the hearing that the change order was verbal and not in writing. I was presented with two conflicting testimonies. The Respondent asserted that the Claimant made the change order and should pay for the added materials around the big tree and more distance and labor for digging new holes. The Claimant adamantly denied that she ever made any changes to the original design. The evidence, however, explained why the Respondent believed a change order existed.

The Respondent was not the one who "walked the line" with the Claimant at the very start of the work to determine the original design of where the fence was to be installed. The Respondent was not present at the time the original design was agreed to. Rather, it was the Respondent's subcontractor or crew member, who the parties referred to as "the guy." (Respondent testimony). The Respondent explained, "he walked the line and went over where holes would be. . ." At some point, it was communicated from "the guy" that new holes had to be dug around a tree and deeper into the backyard. There is no evidence that the Claimant directly communicated with the Respondent to make the alleged changes. Rather, the only written evidence to support the Respondent was his attempt to confirm the change order above, which

the Claimant denied doing. The evidence suggested that a miscommunication occurred between the Respondent and “the guy.” The Respondent then wrote to the Claimant,

I remove the change order if we can split that final payment in half and I can get a midpoint payment because I’ve laid out a lot of money on this job already last week in this week above and beyond your deposit. No blaming but the weather didn’t work with us and with some changes and his funeral it’s just taking much longer than. . . (Clmt. Ex. 3, p. 13).

The Claimant testified that even though she made no change order, to get the Respondent to finish the work, she agreed to pay one-half of the final payment early as the Respondent requested. On June 18, 2021, the Claimant paid the Respondent \$1,740.00, which was half of the final payment due that totaled \$3,480.00.

At the hearing, the Respondent did not call “the guy” who walked the line with the Claimant to testify to establish what the original design was and if a change order was made by the Claimant. Without any written and signed change order and/or the testimony of “the guy” who was present with the Claimant when the original “lines” were discussed and the original design agreed to, I find it more likely than not that there was no change order.

Missing Materials and Abandonment of the Project

The installation of the backyard fence required sixteen panels, sixteen posts, and sixteen caps. (Clmt. Ex. 3, p. 26). After work began on or about June 7, 2021, only half of the fence was installed. It was at that time the Respondent realized that he was missing materials he needed to complete the work. The Respondent was missing six panels that were supposed to have been delivered to the Claimant’s home, and he needed ten more panels that were never ordered to finish the work.

To explain the shortfall of the six missing panels, the Respondent testified that he believed that he transposed the measurements he took when he ordered the materials from his private distributor. However, after realizing he did not make a mistake with his measurements,

he accused his private distributor of shorting him six missing panels. After his private distributor provided evidence that all the ordered materials were delivered (Resp. Ex. 2), the Respondent explained that the materials were missing. Although he did not accuse the Claimant directly, he insinuated that it was not his fault that six panels were missing and alleged that someone removed them from the Claimant's property after they were delivered. The Claimant denied removing the six panels, and the Respondent provided no evidence whatsoever that the Claimant or anyone else on her behalf removed the missing panels. The evidence clearly established that the Respondent did not recall what he did concerning the missing materials. The Respondent inadvertently sent a text to the Claimant that was not meant for her. The Respondent wrote, "I'm afraid that I took back so it didn't get ruined while we waited for the fencing and post to get there." (Clmt. Ex. 3, p. 35). The Claimant responded with, "That you took back what? The material they delivered to me?" The Respondent quickly recovered by stating it is the concrete that he was referring to. (Clmt. Ex. 3, p. 35). At the hearing, the Respondent explained that what he meant by the text was that he took back the concrete and not the missing panels. However, the Respondent's text demonstrated his inability to recall what he did. While the text may have involved concrete, his use of "I'm afraid" indicated that it was not about the concrete because the only materials missing were the panels.

Additionally, the Respondent provided no evidence explaining why he needed ten more panels, which were not included in the measurements and the original order to his private distributor. He also did not explain why the Claimant had to pay for the ten additional panels that he needed to complete the job that were never included in the original measurements and/or a part of a change order since there was none.

On or about July 2, 2021, the Respondent wrote to the Claimant that even if the six panels were replaced, the Respondent was still short ten panels. (Clmt. Ex. 3, p. 27). He asked

the Claimant to pay an additional \$3,000.00 on top of the agreed upon Contract price that included all materials and labor. (Clmt. Exs. 1, pp. 1-2 and 3, p. 27). The Claimant's response was, "we stick with the original contract price. Thanks." (Clmt. Ex. 3, p. 28).

When the Claimant refused to pay for the six missing panels that were already paid for as well as the ten additional panels needed to complete the job, the Respondent claimed that he did not have enough materials to finish the project. Thus, he left the work incomplete. I find based on the evidence before me that the Respondent abandoned the Contract midway through its completion. When the Respondent abandoned the Contract, the Claimant was left with half of her backyard without a fence. He also left a big gap surrounding the meters and equipment.

Good Faith Efforts to Resolve the Dispute

The Respondent contends that he was no longer allowed to complete the Contract after he made good faith efforts to compromise and resolve the issues between them. The Claimant testified that she paid the Respondent \$1,740.00 to "drop the fabricated change order" (Claimant testimony) so that the Respondent can complete the project. The Respondent's repeated requests for the Claimant to pay more and above the Contract price are not good faith efforts to resolve the dispute. Based on the evidence before me, I find that the Respondent did not make good faith offers to resolve the dispute. In addition, the Claimant did not unreasonably reject the efforts by the Respondent to resolve the dispute when she declined to pay for six panels a second time and an additional cost for ten more panels that were never ordered in the first place. *Id.* § 8-405(d) (Supp. 2022).

Unworkmanlike Installation

After the installation of half of the fencing by the Respondent, the Claimant noticed that the fence was collapsing. The fence collapsed in three phases or groups. First, the caps flew off in early July 2021. (Clmt. Ex. 3, p. 32). Then, the panels began to lean over. Finally, the panels

completely collapsed by April 2022. Only one panel was left leaning toward an eventual collapse by April 2022. The Claimant provided forty photographs that showed individual fence posts as well as large sections of the fence or panels that completely collapsed. (Clmt. Ex. 2). At the hearing, the Respondent could not explain why the fence collapsed but argued that without the completion of the rest of the fence that may have been the cause of the collapse. The Claimant testified that prior to the hearing, the Respondent accused the Claimant of having a party, and that it appeared someone ran into the installed fence, causing it to collapse. There was no evidence presented to support this accusation. Based on the evidence before me, I find that the Respondent performed inadequate work when he installed half of the fence in the Claimant's backyard.

Subsequent Contractor

On November 12, 2021, the Claimant entered into a contract with Long Fence to complete the work abandoned and to repair the damaged fence installed by the Respondent. The total price of the contract with Long Fence was \$7,425.00. (Clmt. Ex. 1, p5-6). On November 16, 2021, the Claimant paid to Long Fence \$2,475.00, which was the deposit with the order. (Clmt. Ex. 1, p. 7). After the completion of the work, on April 21, 2022, the Claimant paid to Long Fence \$4,950.00, which was the remaining balance of the contract with Long Fence. (Clmt. Ex. 1, p. 9).

On April 6, 2022, the Claimant had to enter into an addendum to the contract with Long Fence because the fence that the Respondent installed completely collapsed, except for one panel. Long Fence had to "remove and haul away damaged fence posts." The addendum cost of the repair work was \$5,200.00. (Clmt. Ex. p. 10). On April 21, 2022, the Claimant paid Long Fence \$5,200.00 after it repaired the damaged and collapsed fence installed by the Respondent. (Clmt. Ex. 1, p. 13).

On April 25, 2022, Long Fence provided to the Claimant an estimate for the removal and installation of approximately ninety-six linear feet of six feet high white retreat vinyl fence that the Respondent previously installed, which had to be replaced due to its inevitable collapse. By April 2022, this last panel was also leaning but had not fully collapsed. The estimate for the repair was \$5,880.00.

Based on all the above, I thus find that the Claimant is eligible for compensation from the Fund.

Actual Loss

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. 2022); 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.

The Respondent performed some work under the Contract, and the Claimant retained other contractors to complete or remedy that work. 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).

I found the Claimant's testimony credible due to her excellent recall of details, its cogency, and its overall consistency. She supported her testimony by extensive documentation that clearly demonstrated that she paid the Respondent \$9,240.00. Similarly, the Claimant testified in detail and substantiated with documentation payments she made to a subsequent contractor to finish and repair the Respondent's incomplete and inadequate work specified in the Contract. The Claimant paid the subsequent contractor a total of \$12,625.00. The Claimant also provided an estimate of the repair work she will be required to pay the subsequent contractor to repair the fence that will inevitably collapse. That estimate was \$5,880.00. Finally, the evidence established that the Contract price was \$10,980.00. The calculation of actual loss is thus:

Amount paid to Respondent:	\$ 9,240.00
Plus amount paid to correct/complete:	\$12,625.00
Plus amount required to correct:	\$5,880.00
Less original Contract price:	\$10,980.00
Claimant's actual loss:	\$16,765.00 ⁴

Two Caps to the Actual Loss

Effective July 1, 2022, a claimant's recovery is capped at \$30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.⁵ Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss of \$16,765.00 is more than the amount paid to the Respondent, which was \$9,240.00, but less than \$30,000.00. Therefore, the Claimant is entitled to recover the amount she paid to the Respondent, \$9,240.00.

⁴ These figures are consistent with the Fund's recommendation regarding the calculation of actual loss.

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

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual loss of \$16,765.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2022) COMAR 09.08.03.03B(3). I further conclude that the Claimant is entitled to recover \$9,240.00 from the Fund. Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4).

RECOMMENDED ORDER


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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$9,240.00; 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;⁶ and

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

May 9, 2023
Date Decision Issued


Sun E. Choi
Sun E. Choi
Administrative Law Judge

SEC/dlm
#204709

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

PROPOSED ORDER

WHEREFORE, this 26th day of June, 2023, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Lauren Lake

Lauren Lake

Panel B

**MARYLAND HOME IMPROVEMENT
COMMISSION**