IN THE MATTER OF THE CLAIM OF ROBBIE ROBINSON	*	**MARYLAND HOME IMPROVEMENT COMMISSION**
	*	
	*	
AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF ROSS EHUDIN t/a G & E CONTRACTORS, INC.	*	**MHIC CASE NO. 18(75)113** **OAH CASE NO. DLR-HIC-02-18-14896**
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FINAL ORDER

This matter was heard before an Administrative Law Judge ("ALJ") of the Office of Administrative Hearings ("OAH") on July 31, 2018. Following the evidentiary hearing, the ALJ issued a Proposed Decision on October 3, 2018, concluding that the homeowner Robbie Robinson ("Claimant") sustained an actual and compensable loss of $12,500.00 as a result of the acts and omissions of Ross Ehudin t/a G & E Contractors, Inc. ("Contractor"). *OAH Proposed Decision* p. 9. In a Proposed Order dated November 19, 2018, the Maryland Home Improvement Commission ("MHIC" or "Commission") affirmed the Proposed Decision of the ALJ to award the Claimant $12,500.00 from the MHIC Guaranty Fund. The Contractor subsequently filed exceptions of the MHIC Proposed Order.

On April 18, 2019, a hearing on the exceptions was set to be heard before a three-member panel ("Panel") of the MHIC. On the morning of the hearing, the Contractor's attorney, Theodore Ehudin, sent an email to the Commission stating that his client withdrew his exceptions to the Proposed Orders. Neither the Contractor, nor anyone on his behalf, appeared at the hearing. Pursuant to Code of Maryland Regulations ("COMAR") 09.01.03.09, "[b]y written request to the administrative unit, a party may waive the right to a hearing on the written exceptions." The attorney's April 18, 2019 email unequivocally withdrew the Contractor's exceptions to the

Proposed Orders. However, even if this withdrawal were interpreted as a submission on the written exceptions, the Commission finds the written exceptions raised by the Contractor to be without merit.

The Contractor raises three arguments in his written exceptions. First, he alleges he did not receive proper notice of the evidentiary hearing before the ALJ. The second argument is that the Claimant should be required to pursue insurance claims and seek recovery through the Contractor's bankruptcy proceedings before being allowed to recover from the Guaranty Fund. Lastly, the Contractor argues that there was no waiver of the arbitration clause in his contract.

The ALJ in this case properly followed the applicable statute and regulations in determining that the Contractor received sufficient notice of the hearing before OAH. The Claimant's claim against the Guaranty Fund was delegated to OAH for a contested case hearing. The type of notice to be provided to a party in such a hearing is governed by the Administrative Procedure Act. COMAR 09.01.03.05A. The Administrative Procedure Act at Annotated Code of Maryland, State Government Article, § 10-208 states that "[a]n agency or the Office shall give all parties in a contested case reasonable written notice of the hearing." At State Government Article, § 10-209, the Administrative Procedure Act goes on to allow service of a notice of hearing on a licensee via regular mail if the licensing law requires the licensee to provide his address to the agency and the agency has been unsuccessful in giving notice in the manner otherwise specified in the licensing statute. The Commission's statute specifies that "[t]he hearing notice to be given to the person shall be sent at least 10 days before the hearing by certified mail to the business address of the licensee on record with the Commission." Annotated Code of Maryland, Business Regulation Article, § 8-312(d). Licensees are also required to notify the Commission of any changes in their address within 10 days of that change. Annotated Code of Maryland, Business Regulation Article, § 8-310; COMAR 09.08.01.11.

Prior to the issuance of the notice of the evidentiary hearing before OAH, the Contractor notified the Commission that his company G & E Contractors, Inc. was "no longer a going concern," "essentially defunct," and would not be responding to the orders of the Commission. *OAH Hearing Fund's Exhibit* 5. Therefore, when it came time to send notice of the hearing to the parties, OAH sent the notice to the last known address of Ross Ehudin at 42 Bellchase Court Baltimore, MD 21208. *OAH Hearing Fund's Exhibit* 1. This is the same address Mr. Ehudin provided to the Commission as his home address, and is the address that the records of the Motor Vehicle Administration revealed was the current address for Mr. Ehudin prior to the hearing.. *OAH Hearing Fund's Exhibits* 2, 3. At no point in his written exceptions, did Mr. Ehudin allege that the address used to send notice of the hearing before OAH was an address at which he no longer resided.

Notice of the hearing was sent to Mr. Ehudin's home address via both certified and regular mail. Although the certified mail was unclaimed, the regular mail was not returned. *OAH Proposed Decision* p. 2. The Court of Special Appeals has previously held that the notice of hearing sent to a licensee was sufficient when sent via both certified and regular mail to the last known address the licensee provided to the agency. *Maryland State Bd. Of Nursing v. Sesay*, 224 Md. App. 432 (2015). In the *Maryland State Bd. Of Nursing v. Sesay*, the Court of Special Appeals held that this form of notice was sufficient even when both the certified and the regular mail were returned as undeliverable. 224 Md. App. at 446-47, 456. Therefore, reasonable notice of the OAH hearing was provided to the Contractor.

The Contractor's argument that the case should be stayed pending the Claimant's exhaustion of attempts to recover through bankruptcy proceedings and through insurance claims is also without merit. Aside from cases where there is a binding arbitration clause that has not been waived, the statute governing the Commission does not require a claimant to make other

attempts at recovery before pursuing a claim against the Guaranty Fund. Annotated Code of Maryland, Business Regulation Article, § 8-101 *et seq*. Therefore, the Commission denies the Contractor's request that the Guaranty Fund claim be stayed until the Claimant has exhausted all other methods of recovery from the Contractor.

The Contractor next contends that his express waiver of the arbitration clause in his home improvement contracts, made through the email from the attorney Jan Berlage to the Executive Director for the Commission, is not an effective waiver in this case. Pursuant to Annotated Code of Maryland, Business Regulation Article, § 8-405(c) a claimant is required to "comply with a written agreement to submit a dispute to arbitration before seeking recovery from the Fund." However, pursuant to COMAR 09.08.03.02E an arbitration clause can be deemed to have been waived allowing a claim to proceed to a hearing. Through the email sent by Jan Berlage, both G & E Contractors, Inc. and Mr. Ehudin unequivocally waived the arbitration requirements in their home improvement contracts stating simply "[b]oth Mr. Ehudin and G & E waive the Arbitration requirements in their home improvements [sic] contracts." *OAH Hearing Fund's Exhibit* 5. Mr. Ehudin was copied on this email, and according to the affidavit of the Commission's Executive Director, neither Mr. Ehudin, G & E Contractors, Inc., nor anyone representing either of them provided any further information contradicting this waiver. *Id.* The express waiver of arbitration contained in the email came in response to the Executive Director's email alerting Mr. Ehudin that several complaints had been filed with the Commission against his company. *Id.* Therefore, Mr. Ehudin knew at the time of his waiver that he was facing disputes from homeowners that otherwise could have been arbitrable, yet he chose to unequivocally waive arbitration. The Commission finds that the Contractor waived the arbitration clause and that the ALJ correctly allowed the case to proceed.

The Commission agrees with the ALJ's analysis and finds no error in her decision. The

ALJ's decision is thorough, supported by the evidence in the record and correct as a matter of law. Having considered the parties' arguments, the evidence in the record and the OAH Proposed Decision, it is this **16th** day of **July 2019 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 Order of the Administrative Law Judge is **AFFIRMED;**

D. That the Maryland Home Improvement Guaranty Fund award the Claimant **$12,500.00;**

E. That the Contractor is ineligible for a Maryland Home Improvement Commission license until the Contractor 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; AND

F. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

I. Jean White

Chairperson –Panel
Maryland Home Improvement Commission

STATE OF MARYLAND
DLLR
DEPARTMENT OF LABOR, LICENSING AND REGULATION

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
MARYLAND HOME IMPROVEMENT COMMISSION
500 N. Calvert Street, Room 306
Baltimore, MD 21202-3651

November 19, 2018

CERTIFIED MAIL

RETURN RECEIPT REQUESTED
REGULAR MAIL

Ross Ehudin
G & E Contractors Inc
42 Bellchase Court
Baltimore, MD 21208

Re: Complaint/Claim: 18 (75) 113

Dear Ross Ehudin:

Enclosed are copies of the Findings of Fact, Conclusions of Law and the Proposed Order resulting from the hearing held before the Administrative Law Judge.

Any party to this case has the right, within **twenty (20) days** of the postmark date of this letter, to file with the Home Improvement Commission **written exceptions** to this decision. If timely exceptions are filed, a hearing will be scheduled before a panel of the Commission, at which the parties will have an opportunity to present oral argument concerning the exceptions. If no exceptions are filed within the twenty (20) day period, then this Proposed Order becomes final. Once the Commission's order becomes final, the parties, by law, have an additional **thirty (30) day** period, during which they may file an **appeal to the Circuit Court.**

If no exceptions or Circuit Court appeal are filed within the total **fifty (50) day appeal period** (20 day exceptions period and 30 day Circuit Court appeal period), then any monetary award from the Guaranty Fund under this order will be processed at the conclusion of the fifty (50) day period. **All licensees are advised that, if this order imposes a Guaranty Fund award and/or Civil Penalty, their licenses(s) will be Suspended at the end of the fifty (50) day appeal period, unless, prior to the expiration of the fifty (50) day period, the licensee has either filed timely exceptions or an appeal, or has reimbursed the Commission in the amount of the Guaranty fund award and/or Civil Penalty.**

Once a license has been suspended as a result of a Guaranty Fund award and/or Civil Penalty, the license will not be reinstated until that debt has been paid. In addition, licensees are advised that, by law, once their license has been suspended, the Commission may not reinstate the license, until they take and pass the Commission's licensing examination.

You are also advised that, if any Guaranty Fund and/or Civil Penalty debt is not paid within thirty (30) days of the expiration of your appeal period, your account will be transferred to the State Central Collection Unit. You may be assessed 10% annual simple interest on any unpaid Guaranty Fund debt. In addition, the State Central Collection Unit may assess a 17% collection fee, and you may be liable for attorney fees or court costs related to collection of your debt. The State Central Collection Unit also has authority to intercept any Maryland state income tax refund due you, in order to apply it to a Guaranty Fund debt. Once your debt has been transferred to the State Central Collection Unit, you must direct all communications about your account to that unit.

Claimants, who receive an award from the Guaranty Fund, should ordinarily receive their payment from the State Treasurer's Office approximately 6-8 weeks after the expiration of the fifty (50) day appeal period, unless exceptions or an appeal have been filed.

Sincerely,

Keyonna Penick

Keyonna Penick
Panel Specialist
Maryland Home Improvement Commission
410-230-6178

Enclosure

cc: Robbie Robinson
5313 Cecil Avenue
Baltimore, MD 21207

Theodore Ehudin
1513 Martin Boulevard
Middle River, MD 21220

Email: radrobinson3133@gmail.com
gandecontractors@gmail.com

IN THE MATTER OF THE CLAIM	*	BEFORE EILEEN C. SWEENEY,
OF ROBBIE ROBINSON,	*	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 ROSS EHUDIN,	*	
T/A G&E CONTRACTORS, INC.,	*	OAH No.: DLR-HIC-02-18-14896
RESPONDENT	*	MHIC No.: 18 (75) 113

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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 July 26, 2017, Robbie Robinson (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of $12,500.00 in actual losses allegedly suffered as a result of a home improvement contract with Ross Ehudin, trading as G&E Contractors, Inc. (Respondent or G&E).

I held a hearing on July 31, 2018 at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e) (2015). The Claimant represented herself. Hope Sachs, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund. After waiting fifteen minutes for the

[illegible]

Respondent or the Respondent's representative to appear, I proceeded with the hearing in the Respondent's absence. Code of Maryland Regulations (COMAR) 28.02.01.23A.[1]

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. 2017); 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 that loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

Clmt. Ex. 1 - Undated business card of Stan Sirody, G&E[2]

Clmt. Ex. 2 - May 6, 2017 contract between the Claimant and the Respondent (Contract); May 6, 2017 Notice of Cancellation

Clmt. Ex. 3 - May 6, 2017 and May 13, 2017 cancelled checks from the Claimant to the Respondent in the amounts of $8,000.00 and $4,500.00, respectively

Clmt. Ex. 4 - July 12, 2017 email from Mr. Sirody to the Claimant, with attached drawings

[1] Notice of the hearing was mailed to the Respondent at the address of record by regular and certified mail on May 30, 2018, COMAR 09.08.03.03A(2), and the certified mail was returned as unclaimed on July 5, 2018. The First Class Mail was not returned. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. I determined that the Respondent had received proper notice, and proceeded to hear the captioned matter.

[2] As discussed below, the business card identifies Mr. Sirody as "[Vice President] Design & Build;" however, Mr. Sirody testified that he was not actually a Vice President.

[illegible]

Clmt. Ex. 5 - July 2, 2018 letter from the Claimant addressed "To Whom It May Concern"

Clmt. Ex. 6 - July 26, 2017 letter from the MHIC to the Respondent; July 24, 2017 Home Improvement Claim Form

Clmt. Ex. 7 - July 12, 2017 Department Complaint Form

No exhibits were offered or admitted on the Respondent's behalf.

I admitted the following exhibits on behalf of the Fund:

Fund Ex. 1 - July 6, 2018 notice of returned mail, with the following attachments:

- May 30, 2018 Notice of Hearing
- May 3, 2018 Hearing Order; undated Information About Your Hearing: undated Request for Accommodations;
- Envelope marked "Return to Sender," date-stamped July 3, 2018

Fund Ex. 2 - July 19, 2018 Affidavit of Thomas Marr

Fund Ex. 3 - July 16, 2018 licensing information of the Respondent

Fund Ex. 4 - July 26, 2018 letter from the MHIC to the Respondent, with attached July 24, 2017 Home Improvement Claim Form

Fund Ex. 5 - July 25, 2018 Affidavit of David R. Finneran, with attached July 17, 2017 email from Mr. Finneran to the Respondent and July 18, 2018 email from Jan I. Berlage to Mr. Finneran

Testimony

The Claimant testified and called Mr. Sirody as a witness.

The Respondent did not testify or present any 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 relevant times, the Respondent was a licensed home improvement contractor under MHIC license number 4746185.

2. At all relevant times, Stanley Sirody was a salesperson for the Respondent.

3. Mr. Sirody met with the Claimant at her home on April 8, 2018 to discuss the renovations and again after he had made drawings for the new kitchen.[3]

4. On May 6, 2017, the Claimant and the Respondent entered into a Contract for the Respondent to remodel the kitchen in the Claimant's home, including the following:

- Take out existing cabinetry and countertops and one bulkhead
- Furnish and install Wolf or equal cabinetry as per approved drawings
- Furnish and install granite countertops from the Respondent's selection with single stainless sink bowl and faucet
- Furnish and install ceramic tile flooring and backsplashes
- Furnish and install new 200A breaker panel and new outlets in kitchen, as per code
- Furnish and install new lighting, as per approved plan
- Paint kitchen walls and trim two coats Behr paint
- Reinstall customer's appliances

5. The Contract stated that work would begin "within 45 days after approval and substantially completed within 4 months after approval." (Clmt. Ex. 2.)

6. The original agreed-upon contract price was $24,500.00.

7. On May 6, 2017, the Claimant paid the Respondent $8,000.00.

8. On May 13, 2017, the Claimant paid the Respondent $4,500.00.

9. Shortly after she made the second payment, the Claimant began trying to reach Mr. Sirody and the Respondent, but they did not return her calls.

[3] Neither party provided the date of the second meeting.

10. On July 12, 2017, the Claimant spoke to Mr. Sirody and asked for her money back. Mr. Sirody told her that the Respondent had gone out of business and that she would not be getting her money back.

11. The Respondent did not perform any of the work contracted for.

12. By email to the MHIC from his attorney dated July 18, 2017, the Respondent waived any right he had under the Contract to arbitrate the dispute with the Claimant before the Claimant could seek recovery from the Fund.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1) (2015); Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Md. Code Ann., Bus. Reg. § 8-405(a) (2015);[4] *see also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Md. Code Ann., Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

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

Licensure

I find that the licensing information submitted into evidence by the Fund establishes by a preponderance of the evidence that the Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant.

Incomplete Work

For the following reasons, I find that a preponderance of the evidence established that the Claimant sustained an actual loss as a result of the Respondent's failure to complete the home improvement to the Claimant's home.

The Claimant testified that she entered into a Contract with the Respondent on May 6, 2017 to remodel the kitchen in her home. She testified that on that date, Stan Sirody, Vice President, Design and Build, G&E, came to her home, discussed the renovations with her, and presented the Contract to her for her signature. The Claimant made a deposit of $8,000.00 at the time she signed the Contract. She paid another $4,500.00 on May 13, 2017 when Mr. Sirody told her she had to make that payment.[5]

The Claimant testified that a couple of weeks after she made the second payment, she realized nothing was happening because Mr. Sirody was not returning her calls. The Respondent also did not call her back. When she finally spoke to Mr. Sirody on July 12, 2017, she asked for her money back; however, he told her that the Respondent had gone out of business and that she would not be getting her money back. The Respondent never responded to the Claimant's calls.

Mr. Sirody testified that he was formerly a salesman for the Respondent. He denied that he was actually a Vice President in the business, as reflected on the business card he had given the Claimant, and testified, "That is what we were told to do – to give ourselves titles. Unfortunately, that is common practice in the industry." (Test. Sirody.) According to Mr.

[5] I note that the Contract calls for a second payment in that amount on that date.

Sirody, the Respondent told him that the Respondent could do the work on the Claimant's home for $25,000.00 if the Claimant agreed to make a large deposit. Mr. Sirody testified that he had no idea the Respondent was "going under" when he obtained the second payment from the Claimant.

Mr. Sirody testified that he did not call the Claimant back until July 12, 2017 because the Respondent told him not to; the Respondent told him that he would call the Claimant. Later, Mr. Sirody called the Claimant when he heard that the Respondent was bankrupt.

The Respondent presented no defense to the claim.

I find that the aforementioned evidence clearly establishes that the work to be performed by the Respondent was inadequate, unworkmanlike and incomplete in that it was not ever started at all. I thus find that the Claimant is eligible for compensation from the Fund.

Remedy

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. COMAR 09.08.03.03B(3).

In this case, the Respondent abandoned the contract without doing any work. Accordingly, the following formula appropriately measures the Claimant's actual loss: "If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract." COMAR 09.08.03.03B(3)(a). The documents admitted as exhibits and the unrefuted testimony indicate that the Respondent collected $12,500.00 from the Claimant and never started any of the

renovations promised in the Contract. Therefore, the Claimant is entitled recover her actual loss of $12,500.00.

Other

Section 8-405(c) of the Business Regulation Article provides: "A claimant shall comply with a written agreement to submit a dispute to arbitration before seeking recovery from the Fund."[6] Md. Code Ann., Bus. Reg. § 8-405(c).

The Fund provided an email from the Respondent's attorney indicating that the Respondent waived the arbitration requirements in its home improvement contracts, allowing the case to be heard, in spite of the requirements of the Business Regulation Article. My review of the Contract signed by the parties submitted into evidence in this case shows no such arbitration clause, however. Assuming *arguendo*, that the full Contract was not submitted into evidence, I find that the Respondent waived any right to arbitration based on the aforementioned email.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of $12,500.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405

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[6] COMAR 09.08.01.25 provides:

> **.25 Arbitration Clause.**
> A. A mandatory arbitration clause in a home improvement contract shall include the following information:
> (1) The name of the person or organization that will conduct the arbitration;
> (2) Whether any mandatory fees will be charged to the parties for participation in the arbitration and include the fee schedule;
> (3) Whether the arbitrator's findings are binding; and
> (4) A disclosure that, under Business Regulation Article, §8-405(c), Annotated Code of Maryland, a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any mandatory arbitration proceeding.
> B. The parties shall affix their initials and date immediately adjacent to any mandatory arbitration clause in a home improvement contract, at the time of execution of the contract.
> C. This regulation shall apply to all home improvement contracts executed after October 31, 1994.

(2015); COMAR 09.08.03.03B(3)(a). I further conclude that the Claimant is entitled to recover $12,500.00 from the Fund. COMAR 09.08.03.03B(3)(a).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant $12,500.00; 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;[7] and

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

October 3, 2018
Date Decision Issued

Eileen C. Sweeney
Administrative Law Judge

ECS/emh
175939

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

PROPOSED ORDER

WHEREFORE, this 19th day of November, 2018, 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.

Jeffrey Ross

Jeffrey Ross
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION