



AMERICAN  
ARBITRATION  
ASSOCIATION

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION

**AMERICAN ARBITRATION ASSOCIATION  
Construction Industry Arbitration Tribunal**

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In the Matter of the Arbitration between

Case Number: 01-19-0002-5773

Earl C. Divers, Jr. ("Claimant")

-vs-

Baltimore Dream Contractors, LLC ("Respondent")

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**AWARD OF ARBITRATOR**

I, J. Richard Margulies, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Claimant, appearing *Pro Se* and the Respondent having failed to appear after due notice by mail in accordance with the Rules of the American Arbitration Association, hereby, AWARD, as follows:

1. On or about October 28, 2018, Claimant and Respondent entered into a written contract for renovation of a home. Respondent breached that Contract in numerous respects. Respondent failed to timely pursue the work. The work performed by Respondent was defective and failed to comply with plans and specifications. Respondent failed to comply with instructions from the HUD Inspector. Respondent abandoned the Contract in May, 2019.
2. It will cost Claimant \$197,605.00 to remedy the deficiencies in the work and complete Respondent's Contract obligation. There is an outstanding balance of \$120,525.00 to complete the work on the original contract. Claimant has thus been damaged in the amount of \$76,605.00.
3. In addition Claimant has lost rentals of \$9,000.00 because of Respondent's delay, \$6,624.00 in loan extension fees, \$506.00 for storage costs and \$725.00 in dumpster fees, all as a result of Respondent's failure to properly perform.

Accordingly, I Award:

Claimant is the prevailing party in this matter.

AND

Respondent shall pay Claimant the sum of Ninety-Three Thousand Four Hundred Sixty Dollars and Zero Cents (\$93,460.00)

The administrative fees of the American Arbitration Association (AAA) totaling \$3,000.00, and the compensation of the arbitrator totaling \$1,250.00 shall be borne by Respondent.

Therefore, Respondent shall reimburse Claimant the sum of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) for arbitration fees and costs originally borne by Claimant.

The above sums are to be paid on or before 30 days from the date of this Award.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

11/20/19

Date

**CONFIDENTIAL**

*Richard Margulies*  
Richard Margulies, Arbitrator

**IN THE MATTER OF \*  
THE CLAIM OF EARL DIVERS JR \*  
AGAINST THE \*  
MARYLAND HOME IMPROVEMENT \*  
GUARANTY FUND ON ACCOUNT OF \*  
ALLEGED VIOLATIONS OF \*  
PARAMPREET SINGH t/a BALTIMORE \*  
DREAM BUILDERS LLC \***

**MARYLAND HOME  
IMPROVEMENT COMMISSION**

**Case No. 19 (75) 1511**

\* \* \* \* \*

**FINAL ORDER**

On this 2nd day of June 2020, Panel B of the Maryland Home Improvement Commission  
ORDERS that:

1. Pursuant to Business Regulation Article, §8-408(b)(3)(i), Annotated Code of Maryland, the Claimant has provided the Commission with a copy of a final arbitrator's decision dated November 20, 2019, in which the arbitrator found on the merits that the conditions precedent to recovery, as set forth in Business Regulation Article, §8-405(a), Annotated Code of Maryland, have been met, and found that the Claimant sustained an actual loss of **\$76,605.00**.
2. The Commission, in a letter dated **March 6, 2020**, advised Respondent that the Commission intended to award the Claimant \$20,000.00 and that the Respondent had 21 days to submit to the Commission any reasons why the Commission should not pay the award to the Claimant.
3. The Respondent did not reply to the Commission's letter.
4. The Commission directs payment from the Home Improvement Guaranty Fund of **\$20,000.00** to the Claimant, Earl C Divers Jr.
5. Pursuant to Business Regulation Article, §8-411(a), Annotated Code of Maryland, any home improvement licenses held by the Respondent, Parampreet Singh t/a Baltimore Dream

Builders LLC, shall be suspended, and the Respondent shall be ineligible for any home improvement licenses until the Respondent has repaid any money paid from the Home Improvement Guaranty Fund pursuant to this Order, with 10 percent annual interest.

6. The records and publications of the Maryland Home Improvement Commission shall reflect this decision.

*Joseph Tunney*

Chair