

**MARYLAND HOME IMPROVEMENT
COMMISSION**

*** MARYLAND HOME
* IMPROVEMENT COMMISSION**

v.

MICHAEL WILSON

* MHIC CASE NO. 19(75)586
* OAH CASE NO. LABOR-HIC-
* 01-20-27591

* * * * *

FINAL ORDER

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on February 9, 2021. Following the evidentiary hearing, the ALJ issued a Proposed Decision on April 29, 2021, concluding that Michael Keith Wilson (“Respondent”) violated *Md. Code Ann.*, Bus. Reg. §§ 8-301, 8-308.1, and 8-601 by performing home improvement work while his home improvement licenses were inactive, and violated *Md. Code Ann.*, Bus. Reg. § 8-501 and COMAR 09.08.01.26 by using a written home improvement contract that did not include provisions required by the Home Improvement Law. *ALJ Proposed Decision* p. 8. In a Proposed Order dated June 21, 2021, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to suspend the Respondent’s licenses for one year and impose a \$10,000.00 penalty. The Respondent subsequently filed exceptions to the MHIC Proposed Order.

On October 7, 2021, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. Thomas McCarron, Esq., represented the Respondent. Assistant Attorney General Shara Hendler represented the Commission. The Commission entered the following preliminary exhibits as part of the record of the exceptions hearing without objection: 1) hearing notice; 2) transmittal letter, ALJ Proposed Decision, and MHIC Proposed Order; and 3) Respondent’s exceptions. The Respondent produced a copy of the transcript of the hearing

before the ALJ. Therefore, the Panel’s review of the record included the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, the exhibits admitted as evidence at the OAH hearing, and the transcript of the OAH hearing. COMAR 09.01.03.09(G) - (I).

The charges in this proceeding relate to a contract between Respondent and Susan Lobas (“Complainant”) to perform improvements at Ms. Lobas’s home. The ALJ found that the Respondent did not hold an active home improvement contractor license at the time he contracted with the Complainant and that the contract did not include several provisions required under *Md. Code Ann.*, Bus. Reg. § 8-501 and COMAR 09.08.01.26.

On exception, the Respondent argued that the ALJ’s recommended penalty was excessive under the circumstances of his violations and the absence of prior violations. The Commission finds that the absence of prior violations by the Respondent since first obtaining a license 2008 and the fact that the Respondent’s violations of *Md. Code Ann.*, Bus. Reg. § 8-501 and COMAR 09.08.01.26 occurred in a single contract make a lesser penalty appropriate. Specifically, the Commission shall impose a fine of \$5,000.00 and a thirty-day suspension for Respondent’s violations of *Md. Code Ann.*, Bus. Reg. §§ 8-301, 8-308.1, and 8-601, and COMAR 09.08.01.26.

The Commission notes that while the Respondent is suspended, he is prohibited from selling home improvements or acting as a home improvement contractor but, pursuant to *Md. Code Ann.*, Bus. Reg. § 8-315(b), the Respondent is not relieved of his obligations under any preexisting home improvement contracts and may complete and receive compensation for his performance of the preexisting contracts.

Having considered the parties’ arguments, the evidence contained in the record, and the ALJ’s Recommended Decision, it is this 27th day of October 2021, **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 Recommended Order of the Administrative Law Judge is **AMENDED**;
- D. That the Respondent violated *Md. Code Ann.*, Bus. Reg. §§ 8-301, 8-308.1, and 8-601 and COMAR 09.08.01.26;
- E. That the Respondent's home improvement licenses are suspended for thirty days;
- F. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and
- G. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

Joseph Tunney
Chairperson – Panel
Maryland Home Improvement
Commission

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MARYLAND HOME IMPROVEMENT * BEFORE EDWARD J. KELLEY,
COMMISSION * AN ADMINISTRATIVE LAW JUDGE
v. * OF THE MARYLAND OFFICE
MICHAEL WILSON, * OF ADMINISTRATIVE HEARINGS
RESPONDENT * OAH CASE No.: LABOR-HIC-01-20-27591
*** MHIC CASE No.: 19 (75) 586**

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PROPOSED DECISION

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

STATEMENT OF THE CASE

On October 29, 2018, Susan Lobas (Complainant) filed a complaint with the Maryland Home Improvement Commission (Commission) against Michael Wilson General Contracting (Respondent). On October 1, 2019, the Commission issued charges against the Respondent based on the complaint. In its charging document, the Commission alleged that in July 2017, the Respondent entered into a contract and operated as a home improvement contractor when he was not licensed to do so, and he used a home improvement contract that did not contain specific language required by law. Md. Code Ann., Bus. Reg. §§ 8-301(a)-(b), 8-308.1(b), 8-601(a)-(b), 8-501(c)(i), (iii), (viii), (ix) (Supp. 2017);¹ Code of Maryland Regulations (COMAR) 09.08.01.26.

¹ I have used the procedural law that was in effect at the time of the hearing and the substantive law that was in effect at the time of the alleged conduct.

Sometime prior to December 16, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

By notice dated December 16, 2019, the OAH scheduled a hearing for March 2, 2020 in Hunt Valley, Maryland. The hearing was cancelled after the parties reached a purported settlement agreement. The case was reactivated after the settlement agreement went unfulfilled, and on October 28, 2020, the case was transmitted to the OAH for a hearing. On January 11, 2021, the OAH sent notices to the parties that a hearing was scheduled for February 9, 2021, at 9:30 a.m., in Hunt Valley, Maryland.

On February 8, 2021, the Respondent hand-delivered to the OAH a request for a postponement so that he could obtain an attorney in the matter. On the same day, the OAH's Clerk's Office denied the postponement because the Respondent submitted the request within five days of the hearing and did not identify any emergency basis for the postponement. COMAR 28.02.01.16(D)(1) ("For purposes of this section, 'emergency' means a sudden, unforeseen occurrence requiring immediate attention which arises within 5 days of the hearing.")

On February 9, 2021, I conducted a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-312, 8-407(e) (2015). Andrew Brouwer, Assistant Attorney General, represented the Commission. The Respondent represented himself.

At the hearing, the Respondent renewed his request for a postponement to obtain counsel, which the Commission opposed. I denied the request for postponement because it was made one day prior to the hearing in a matter that had been pending for a substantial length of time. The Commission was present at the hearing with its witnesses and ready to proceed. The Respondent did not offer a good cause basis for not retaining counsel prior to the hearing, nor did he identify any sudden, unforeseen occurrence requiring immediate attention that would have justified an emergency postponement in the case. COMAR 28.02.01.16A, C, D.

The contested case provisions of the Administrative Procedure Act, the procedures for hearings on behalf of the Secretary of the Department of Labor, and the OAH Rules of Procedure govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2020); COMAR 09.01.03, 09.08.02 and 28.02.01.

ISSUES

1. Did the Respondent act as a home improvement contractor without a valid home improvement contractor's license and use a contract that did not contain the information required by statute?

2. If so, what is the appropriate sanction?

SUMMARY OF THE EVIDENCE

Exhibits

The following exhibits were admitted for the Commission:

HIC #1: Notice of Charges and Order for Hearing, October 1, 2019

HIC #2: Notice of Hearing, January 11, 2021

HIC #3: Withdrawal of Appeal, March 2, 2020

HIC #4: Notice of Hearing, December 16, 2019

HIC #5: Executive Director's Certification and the Respondent's Licensing History, February 4, 2021

HIC #6: Executive Director's Certification, February 4, 2021, and the Respondent's Application for Active Status of Home Improvement License, September 12, 2017

HIC #7: Executive Director's Certification, February 5, 2021, and the Complaint filed against the Respondent, October 29, 2018.

- Complaint Form, October 29, 2018
- Contract, dated June 26, 2017, signed July 12, 2017
- Handwritten notes, undated
- Email terminating contract, September 11, 2017
- Results for Active Licensed HVACR Contractors, October 11, 2017
- Pictures of project

- HIC #8: Executive Director's Certification, February 5, 2021, and Letter from the Commission to the Respondent requesting a response to the filed Complaint, November 9, 2019
- HIC #9: Executive Director's Certification February 5, 2021, and the Respondent's Letter responding to the filed Complaint, November 18, 2019
- Pictures of project, undated
 - Screenshot of text communications, September 27, 2017
 - Certificate of Liability Insurance, August 7, 2018
- HIC#10: Email from Bill Hahn, Esquire, to Assistant Attorney General Nicholas Sokolow, April 24, 2020

The following exhibits were admitted for the Respondent:

- Resp. #1: Letter requesting postponement, February 8, 2021
- Resp. #2: Emails regarding Settlement Agreement, March 29-April 9, 2020

Testimony

Thomas Marr, Chief Investigator, testified for the Commission. The Respondent testified and did not present any other witnesses.

FINDINGS OF FACT

I find the following by a preponderance of the evidence:

1. On February 29, 2008, the Respondent obtained a home improvement contractor license from the Commission in his own name, Registration No. 01-96948, and in the name of his business, Melims, Inc. (formerly Actual Renovations Corporation), Registration No. 05-125951 (Licenses).
2. At all times relevant to these proceedings, the status of the Respondent's Licenses was the same.
3. A licensing term is two years. A license can be renewed as "active," meaning the licensee is authorized to perform or sell home improvement services in Maryland. A license can also be renewed as "inactive," meaning the licensee is not authorized to perform or sell home

improvement services in Maryland. An inactive license can be reactivated during the license term.

4. Between February 29, 2008 and February 24, 2010, the Respondent's Licenses were active.

5. On February 24, 2010, the Respondent renewed his Licenses as inactive.

6. On August 9, 2011, the Respondent reactivated his Licenses.

7. On March 28, 2012, the Respondent renewed his active Licenses.

8. On March 31, 2014, the Respondent renewed his Licenses as inactive.

9. On February 29, 2016, the Respondent renewed his Licenses as inactive.

10. On October 17, 2017, the Respondent reactivated his Licenses.

11. On February 28, 2018, the Respondent renewed his Licenses as inactive.

12. On March 27, 2018, the Respondent reactivated his Licenses.

13. On February 27, 2020, the Respondent renewed his active Licenses.

14. On July 12, 2017, the Complainant and the Respondent executed a contract for home improvement services at the Complainant's residence (Contract).

15. The Respondent drafted the Contract.

16. The Contract identified the Respondent as the holder of a home improvement license, "MHIC # 96948."

17. The Contract did not include information required by law, such as a start and end date, the Respondent's address, information about the Commission and its licensing requirements, and certain protections and rights of the Consumer.

18. The Contract's scope of work included framing of coffered ceilings, installation and finishing of drywall, sanding and refinishing of floors, top rails and bannisters, installation of wainscoting, installation of kitchen cabinets, and other home improvements.

19. The Contract stated that the work would take three to four weeks to complete once started, but it did not include a specific start date or end date.

20. The agreed-upon Contract price was \$19,545.00.

21. The Respondent began work on the project on July 17, 2017.

22. The Complainant paid the Respondent over \$14,000.00.

23. On September 11, 2017, the Complainant cancelled the contract due to the Respondent's poor communication and performance.

24. From the date the Contract was executed, July 12, 2017, through the date the Contract was terminated, September 11, 2017, the Respondent's Licenses were inactive.

25. The Respondent's licensing status at the time of the Contract prevented the Complainant from pursuing a claim for damages against the Commission's Home Improvement Guaranty Fund (Fund).

DISCUSSION

Summary of the Evidence

The Commission's witness, Mr. Marr, explained that a home improvement license is issued for a two-year term. Mr. Marr testified that renewal of an active license requires payment of all licensing fees and a full assessment to the Fund. When a license is active, the licensee is authorized by law to perform or sell home improvement services in Maryland.

Mr. Marr testified that a licensee may opt to renew a license as "inactive." If a license is renewed as inactive, the licensee pays a nominal licensing fee and does not have to pay the Fund assessment. When the license is inactive, the licensee is not authorized to perform or sell home improvement services in Maryland. An inactive license can be reactivated during the license term by contacting the Commission and paying all required fees and the Fund assessment.

Mr. Marr reviewed the Respondent's licensing history and determined that the Respondent's Licenses were inactive for the period between February 29, 2016 and October 10, 2017, which was the time the Respondent executed the Contract with the Complainant and performed home improvement services at her home. Mr. Marr also testified that he reviewed the Contract, and it did not include the Respondent's address, the approximate start and end dates for the project, and other notifications required by law.

The Respondent did not directly dispute the Commission's case. With respect to the status of his Licenses, the Respondent testified that he intentionally renewed the Licenses as inactive for approximately four years because knee surgeries and Lyme disease prevented him from functioning as a home improvement contractor. He stated that he contracted with the Complainant while he was in the process of restarting his home improvement business, but before he reactivated his Licenses, which he recognized was a mistake. He claimed that at the time he entered the Contract, he thought his personal license was still active. He confirmed that he drafted the Contract and, pursuant to the Contract, performed home improvement services at the Complainant's residence when his Licenses were inactive.

Analysis

When not otherwise provided by statute or regulation, the standard of proof in a contested case hearing before the OAH is a preponderance of the evidence, and the burden of proof rests on the party making an assertion or a claim. Md. Code Ann., State Gov't § 10-217 (2014); COMAR 28.02.01.21K. To prove an assertion or 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 Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

The Commission charged the Respondent with operating as a contractor without a license in violation of Sections 8-301, 8-308.1, and 8-601 and using a home improvement contract that

did not contain information required by statute and regulation in violation of Section 8-501(c) and COMAR 09.08.01.26. Md. Code Ann., Bus. Reg. §§ 8-301(a)-(b), 8-308.1(b), 8-601(a)-(b), 8-501(c)(i), (iii), (viii), (ix) (Supp. 2017); COMAR 09.08.01.26. Therefore, the Commission bears the burden to prove, by a preponderance of the evidence, that the Respondent committed the alleged violations. COMAR 28.02.01.21K.

For the reasons discussed below, I find that the Respondent violated Sections 8-301, 8-308.1, and 8-601 by performing work as a contractor while his Licenses were inactive and violated Section 8-501 and COMAR 09.08.01.26 by using a written contract that did not contain specific language required by law. Consequently, I shall also find that the Respondent is subject to civil penalties under Section 8-620 and a license suspension under Section 8-311. Md. Code Ann., Bus. Reg. §§ 8-311(a) (11)-(13), § 8-620(b) (Supp. 2017).

Performing Work as a Contractor on an Inactive License

The Commission charged the Respondent with operating as a contractor without a license in violation of Sections 8-301, 8-308.1, and 8-601. Sections 8-301 and 8-601 address situations where someone acts a contractor or sells a home improvement without a license. Section 8-301 provides, in part:

- (a) Except as otherwise provided in this title, a person must have a contractor license whenever the person acts as a contractor in the State.
- (b) Except as otherwise provided in this title, a person must have a salesperson license or a contractor license whenever the person sells home improvement in the State.

Md. Code Ann., Bus. Reg. § 8-301 (Supp. 2017). Section 8-601 provides, in part:

- (a) Except as otherwise provided in this title, a person may not act or offer to act as a contractor in the State unless the person has a contractor license.
- (b) Except as otherwise provided in this title, a person may not sell or offer to sell a home improvement in the State unless the person has a contractor license or a salesperson license.

Id. § 8-601.

Operating as a contractor on an inactive status is addressed by Section 8-308.1(a), which states the Commission shall place the license of a licensee on inactive status and issue an inactive status certificate to the licensee if the licensee applies for inactive status, pays an inactive status application fee, qualifies for an active license, and returns the license of the licensee to the Commission. *Id.* § 8-308.1(a). The holder of an inactive license is not required to meet liability insurance requirements and is not subject to an assessment for the Fund. Md. Code Ann., *Id.* § 8-308.1(c)(1). “The holder of a contractor license that is on inactive status may not act as a contractor in the State.” *Id.* § 8-308.1(b)(1).

The undisputed evidence in this case establishes that the Respondent acted as a contractor when he contracted to perform home improvement services for the Complainant in 2017 and that he did not have an active license when he sold and performed these services. Therefore, I find that the Respondent violated Sections 8-301, 8-308.1, and 8-601.

Failure to Include Requirements of a Home Improvement Contract

The Commission charged the Respondent with Section 8-501 and COMAR 09.08.01.26 by using a written contract that did not contain specific language required by law. Section 8-501(c), in pertinent part, states:

- (1) In addition to any other matters on which the parties lawfully agree, each home improvement contract shall contain:
 - (i) the name, address, telephone number, and license number of the contractor;
...
 - (iii) the approximate dates when the performance of the home improvement will begin and when it will be substantially completed;
...
 - (viii) a notice that gives the telephone number and Web site of the Commission and states that:
 - 1. each contractor must be licensed by the Commission; and
 - 2. anyone may ask the Commission about a contractor; and
 - (ix) a notice set by the Commission by regulation that
 - 1. specifies the protections available to consumers through the Commission; and

2. advises the consumer of the right to purchase a performance bond for additional protection against loss.

Md. Code Ann., Bus. Reg. § 8-501(c) (Supp. 2017).

Additionally, COMAR 09.08.01.26 provides:

- (A) A home improvement contract shall contain a notice stating that:
- (1) Formal mediation disputes between homeowners and contractors is available through the Maryland Home Improvement Commission;
 - (2) The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain losses caused by acts or omissions of licensed contractors;
 - (3) A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.
- (B) The notice required by this regulation shall be included within the contract or, until July 1, 2013, may be included in an addendum attached to the contract, provided that the addendum is signed by the homeowner and contractor.

The undisputed evidence in this case establishes that the Respondent drafted the Contract, which did not contain any information about the Commission, protections afforded the homeowner, the address of the contractor, or the approximate dates when the home improvement would be started and completed. Therefore, I find that the Respondent violated Section 8-501(c) and COMAR 09.08.01.26.

Civil Penalties and Suspension

The Commission may impose a civil penalty not exceeding \$5,000 for each statutory violation, whether or not the person is licensed under this title. Md. Code Ann., Bus. Reg. § 8-620(a)(1) (Supp. 2017). In determining the appropriate civil penalty, the following must be considered:

- (b) *Considerations.* In setting the amount of a civil penalty, the Commission shall consider:
- (1) the seriousness of the violation;
 - (2) the good faith of the violator;
 - (3) any previous violations;
 - (4) the harmful effect of the violation on the complainant, the public, and the business of home improvement;
 - (5) the assets of the violator; and

(6) any other relevant factors.

Id. § 8-620(b). The Commission may reprimand a licensee, or suspend or revoke a license, if the licensee violates or attempts to violate the applicable laws and regulations. *Id.* § 8-311(a) (11)-(13).

The Commission asserted that the Respondent's violations were serious and committed in bad faith. It recommended a \$14,000.00 fine and a two-year suspension of the Respondent's Licenses. Because the Respondent violated Sections 8-301, 8-308.1, 8-601, and 8-501 and COMAR 09.08.01.26, I find that he is subject to civil penalties and suspension. In determining the appropriate civil penalty, I must consider the factors set forth in the statute.

1. Seriousness of the Violations

The Respondent's violations are very serious. I do not find credible the Respondent's testimony that he was confused about the status of his personal license at the time he executed the Contract with the Complainant. To the contrary, the evidence is clear that the Respondent knew the difference between an active license and inactive license because he intentionally used both statuses depending on which status best suited his situation. The Respondent misrepresented his licensing status to the Complainant, which induced her to execute the Contract and left her without access to the Fund after the Respondent failed to perform the Contract. The Respondent also utilized a home-improvement contract that omitted the very information required by law to protect the Complainant from this type of deception. Collectively, the violations reflect disregard for the applicable law and could not be more serious.

2. Good Faith of the Violator

I find that the Respondent has not acted in good faith. As stated, the Respondent induced the Complainant to execute the Contract when he knew his Licenses were inactive, and the Complainant was damaged as a result. He has not reimbursed her for her alleged loss.

3. Prior Violations

There was no evidence that the Respondent had any prior violations, which weighs in the Respondent's favor.

4. Harmful Effect of the Violation on the Complainant, the Public, and the Business of Home Improvement

The Complainant was harmed, as discussed above, because she was deceived, the home improvement was poorly done, and she had no right to seek reimbursement from the Fund after paying the Respondent over \$14,000.00. I also find that the Respondent's actions have a harmful effect on the public and the business of home improvement by diminishing the reputation of the industry and taking potential business away from other properly licensed contractors.

5. Assets of the Violator

Neither party presented direct evidence of the assets of the Respondent. Therefore, I am unable to consider this factor.

6. Any Other Relevant Factors

The Commission argued that the Complainant's financial loss and the Respondent's deception should be considered as additional factors. I have already considered these factors. I do not find any other relevant factors should be considered in determining a penalty.

I recommend that the Commission assess the Respondent a civil penalty of \$5,000.00 for performing home improvement services without an active home improvement license in violation of Sections 8-301, 8-308.1, and 8-601. These violations are sanctioned collectively because they are based on the same conduct and status. A \$5,000.00 penalty is warranted because the Respondent deliberately performed home improvement work when he was not licensed to do so, which is a serious violation.

I also recommend that the Commission assess the Respondent a separate civil penalty of \$5,000.00 (\$1,250.00 for each offense) for utilizing a home improvement contract that did not

contain the information required by Section 8-501(c)(1)(i), (iii), (viii), and (ix). While there is no evidence that the Complainant was harmed directly by the absence of this information in the Contract, the Respondent's collective noncompliance with these most basic requirements demonstrates inexcusable ignorance or disregard for the law, which is designed to fortify the business of home improvement in the eyes of the public. The Commission conceded, and I agree, that the violation of COMAR 09.08.01.26 is subsumed by the violation of Section 8-501(c)(ix) and does not carry a separate penalty.

I acknowledge that the total penalty is less than the \$14,000.00 requested by the Commission, but the Commission tethered its recommendation directly to the purported financial loss suffered by the Complainant, as opposed to specific violations of the statute, which is not a definitive measure. Furthermore, I am recommending a lesser amount because there is no evidence of prior violations by the Respondent.

I agree with the Commission that the Respondent's blatant and intentional conduct of acting as a contractor on an inactive license warrants a license suspension, but I believe the recommended two-year suspension is excessive. This was a one-time offense, the Respondent acknowledged his wrongdoing, and he expressed remorse. I have recommended a substantial \$10,000.00 penalty. For these reasons, I recommend that the Respondent's Licenses be suspended for one year.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Respondent violated Maryland Home Improvement law. Md. Code Ann., Bus. Reg. §§ 8-301, 8-308.1, 8-601, 8-501 (Supp. 2017); COMAR 09.08.01.26. Consequently, I conclude that the Respondent is subject to the disciplinary sanction of license suspension and I propose that his Licenses be suspended for one year. Md. Code Ann., Bus. Reg.

§§ 8-311 (Supp. 2017). I further conclude that the Respondent is subject to a monetary penalty and I propose a \$10,000 penalty. Md. Code Ann., Bus. Reg. § 8-620 (Supp. 2017).

RECOMMENDED ORDER

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

ORDER that the Respondent violated Sections 8-301, 8-308.1, 8-601, and 8-501 of the Business Regulation Article and COMAR 09.08.01.26.

ORDER that the Respondent's Licenses be suspended for one year; and

ORDER that the Respondent pay a monetary penalty of \$10,000; and

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

April 29, 2021
Date Decision Issued



Edward J. Kelley
Administrative Law Judge

EJK/dlm
#191184

PROPOSED ORDER

WHEREFORE, this 21st day of June, 2021, 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**