AMERICAN ARBITRATION ASSOCIATION
Construction Industry Arbitration Tribunal

In the Matter of the Arbitration between:

Case Number: 01-21-0000-1333

Richard H. Levine ("Claimant")
-vs-
Margaret Niglio Deffinbaugh and Niglio Design Group ("Respondents")

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated September 4, 2019, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, Claimant represented by V. Peter Makuskie, Jr., Esq., and Defendant appearing *pro se*, do hereby AWARD as follows:

1. Respondents failed to comply with the Contract, performed defective work and failed to complete the Contract. As a result, Claimant has sustained an actual loss as stated below:

(a) overpayment to Respondents $3,302.50

(b) cost to correct and complete the work $17,152.00

(c) attorney's fees – this claim is denied. The Contract at page 3, article titled "CONTRACTOR," indemnifies the Claimant against claims made against it that arise or result from performance of the work. It does not provide for the recovery of attorney's fees where Claimant pursues a claim against the contractor.

Accordingly, I AWARD Richard H. Levine the sum of TWENTY THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND FIFTY CENTS ($20,454.50). Any portion of this Award not paid within thirty days of the date of this Award shall bear interest at the legal rate in Maryland for judgements.

The administrative fees and expenses of the American Arbitration Association totaling $2,300.00, as well as the arbitrator's compensation totaling $1,250.00, shall be borne entirely by the Respondents. Therefore, Respondents have to reimburse Claimant the additional sum of $3,550.00, which was originally paid by the Claimant in its entirety.

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

4/28/21
Date

J. Richard Margulies

I, J. Richard Margulies, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

4/28/21
Date

J. Richard Margulies

IN THE MATTER OF	*	**MARYLAND HOME**
THE CLAIM OF RICHARD LEVINE		**IMPROVEMENT COMMISSION**
AGAINST THE	*	
MARYLAND HOME IMPROVEMENT		
GUARANTY FUND ON ACCOUNT OF	*	**Case No. 20-1107**
ALLEGED VIOLATIONS OF		
MARGARET DEFFINBAUGH AND	*	
NIGLIO DESIGN GROUP, LLC	*	

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FINAL ORDER

On this 23rd day of August 2022, 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 April 8, 2021, 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 a compensable actual loss of $20,000.00.

2. The Commission, in a letter dated December 8, 2021, 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, Richard Levine.

5. Pursuant to Business Regulation Article, §8-411(a), Annotated Code of Maryland, any home improvement licenses held by the Respondent, Margaret Deffinbaugh and Niglio Design

Group, 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