

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF JUDITH AND EDWARD KOSIBA</b></p> <p><b>CLAIMANTS</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED ACTS OR</b></p> <p><b>OMISSIONS OF</b></p> <p><b>JOSEPH MILIO,</b></p> <p><b>T/A MHR SERVICES, INC,</b></p> <p><b>RESPONDENT</b></p>	<p>* <b>BEFORE JENNIFER M. CARTER JONES,</b></p> <p>* <b>AN ADMINISTRATIVE LAW JUDGE</b></p> <p>* <b>OF THE MARYLAND OFFICE</b></p> <p>* <b>OF ADMINISTRATIVE HEARINGS</b></p> <p>*</p> <p>*</p> <p>*</p> <p>* <b>OAH No.: LABOR-HIC-02-22-01064</b></p> <p>* <b>MHIC No.: 20(75)897</b></p> <p>*</p>
---	---

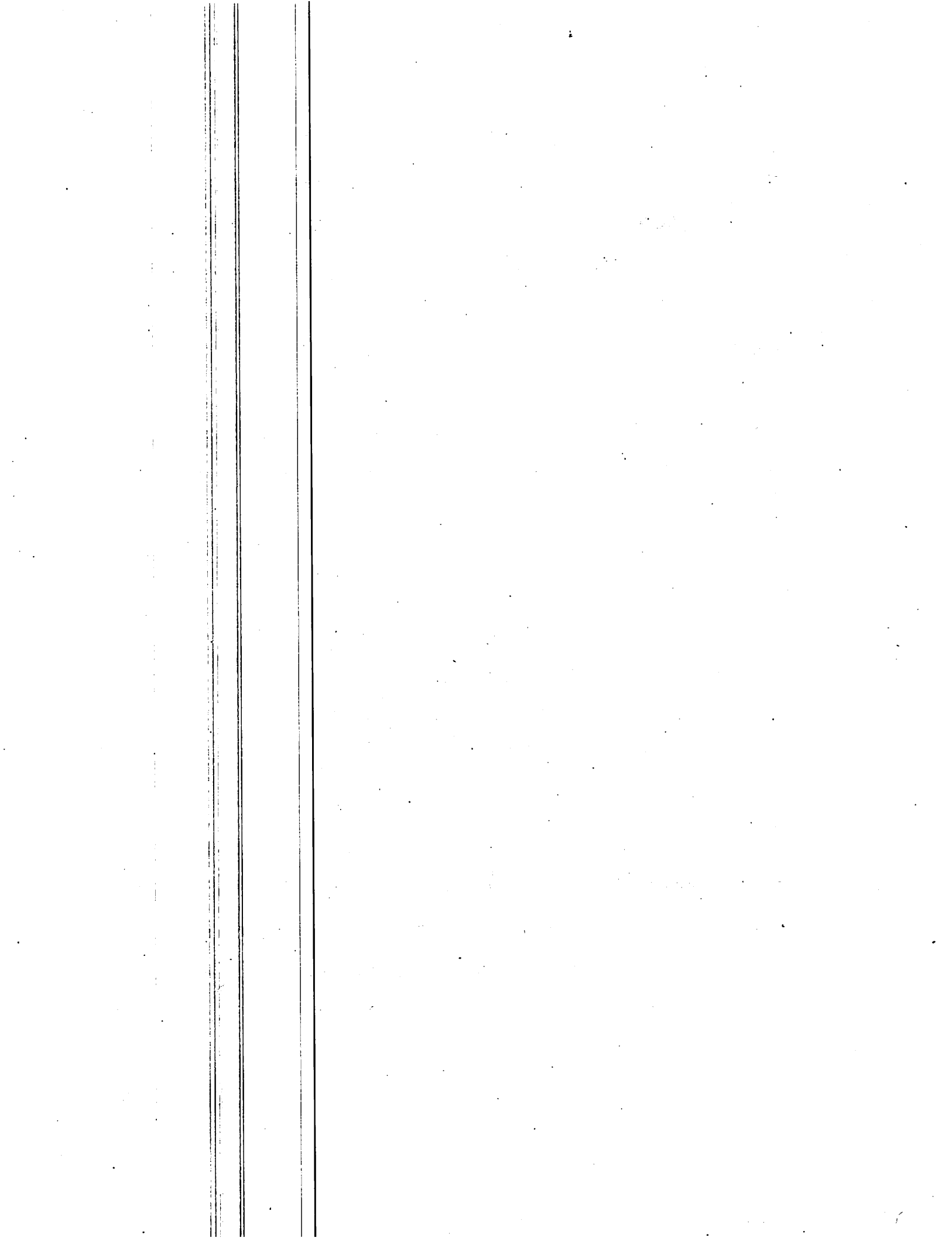
\* \* \* \* \*

**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 or about July 12, 2021, Judith and Edward Kosiba (Claimants) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) under the jurisdiction of the Department of Labor (DOL) for reimbursement of \$5,895.00 in alleged actual losses suffered as a result of a home improvement contract with Joseph Milio, t/a MHR Services,



Inc. (Respondent).<sup>1</sup> On January 4, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.<sup>2</sup>

I conducted a hearing on April 4, 2022, at the OAH in Hunt Valley, Maryland.<sup>3</sup> Andrew Brower, Esquire, DOL Assistant Attorney General, represented the Fund. Claimant Edward Kosiba represented the Claimants. The Respondent represented himself.

The contested case provisions of the Administrative Procedure Act, the DOL's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case.<sup>4</sup>

### ISSUES

1. Did the Claimants 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 Claimants' behalf:

- CL #1 DOL Home Improvement Claim Form, July 8, 2021, with attached narrative from the Claimants
- CL #2 Contract between the Claimants and the Respondent, July 27, 2018 and copies of the following negotiated checks:
- Check 1113 for \$8,500.00, July 27, 2018
  - Check 1120 for \$7,000.00, September 21, 2018
  - Check 1126 for \$4,360.40, October 15, 2018
- CL #3 Contract with Detailed Contracting, LLC, October 27, 2018, and copies of the following negotiated checks:
- Check 1132 for \$3,200.00, November 15, 2018
  - Check 1128 for \$600.00, October 26, 2018

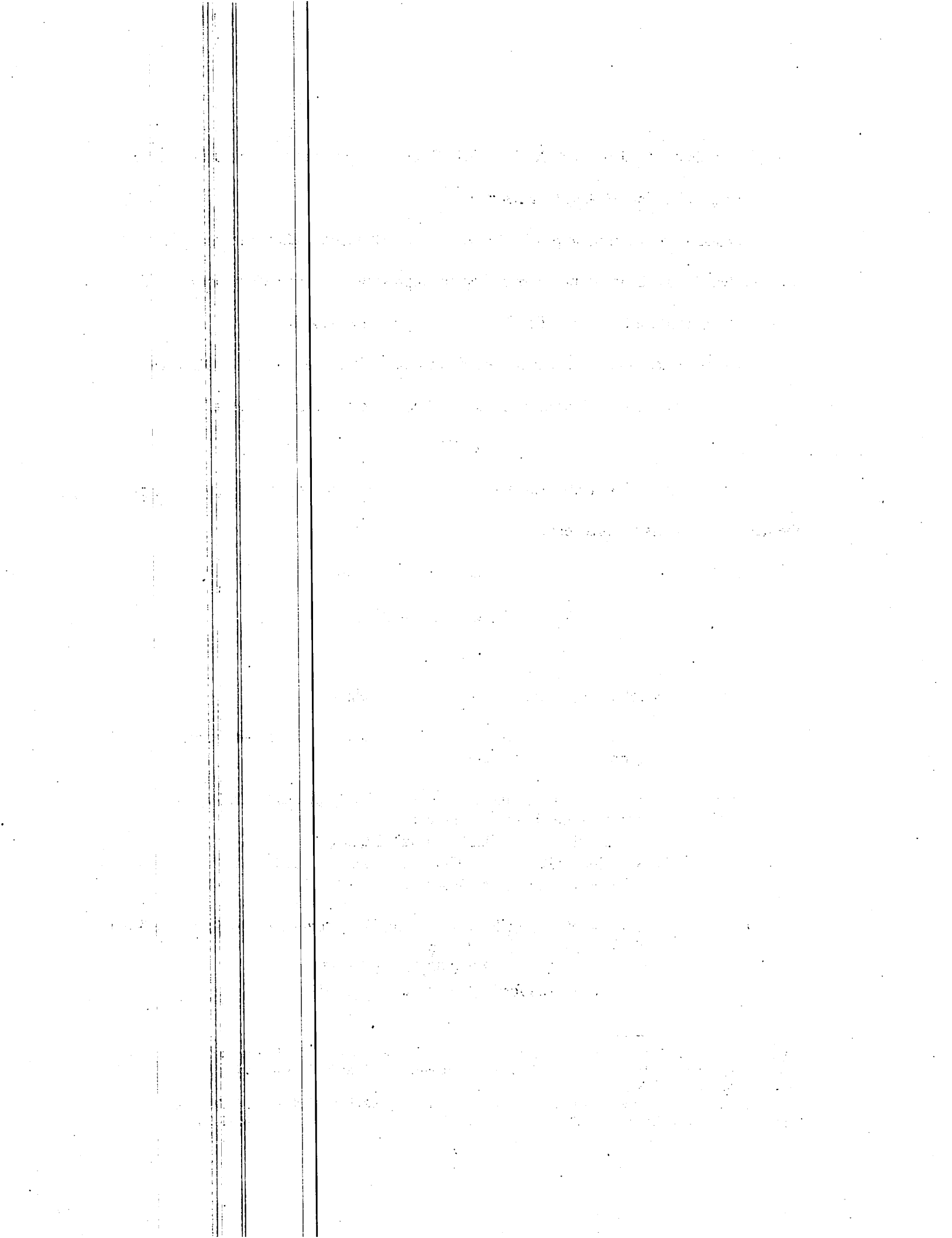
---

<sup>1</sup> Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015). Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

<sup>2</sup> Bus. Reg. §§ 8-407(a), 8-312.

<sup>3</sup> Bus. Reg. § 8-407(e). The Respondent participated in the hearing by telephone. COMAR 28.02.01.20B.

<sup>4</sup> Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 09.01.03; and COMAR 28.02.01.



- CL #4 Contract with Detailed Contracting, LLC, November 5, 2018, and copies of the following negotiated checks:
- Check 1133 for \$1,000.00, December 5, 2018
  - Check 1136 for \$1,460.00, December 10, 2018
  - Check 1150 for \$1,100.00, January 15, 2019
- CL #5 Estimate from Knox Electric, November 22, 2018, and copies of the following negotiated checks:
- Check 1137 for \$1,475.00, December 10, 2018
  - Check 1139 for \$100.00, December 11, 2018
- CL #6 Estimate from Romano Carpentry, June 2021
- CL #7 Respondent's response to the Claim with the MHIC, undated
- CL #8 RCI Vacation Confirmation, September 14, 2018
- CL #9 Emails between Claimant Judy Kosiba and the Respondent, November 1 and November 4, 2018
- CL #10-1- Photographs, taken between mid-October 2018 and November 1, 2018 10-18

I admitted the following exhibits on behalf of the Fund:

- Fund #1 DOL Hearing Order, December 28, 2021
- Fund #2 OAH Notice of Hearing, January 28, 2022
- Fund #3 Letter from the DOL to the Respondent, July 19, 202
- Fund #4 MHIC Claim Form, dated July 8, 2021 and noted as received by the MHIC on July 12, 2021
- Fund #5 Respondent's Licensing History, printed on March 25, 2022

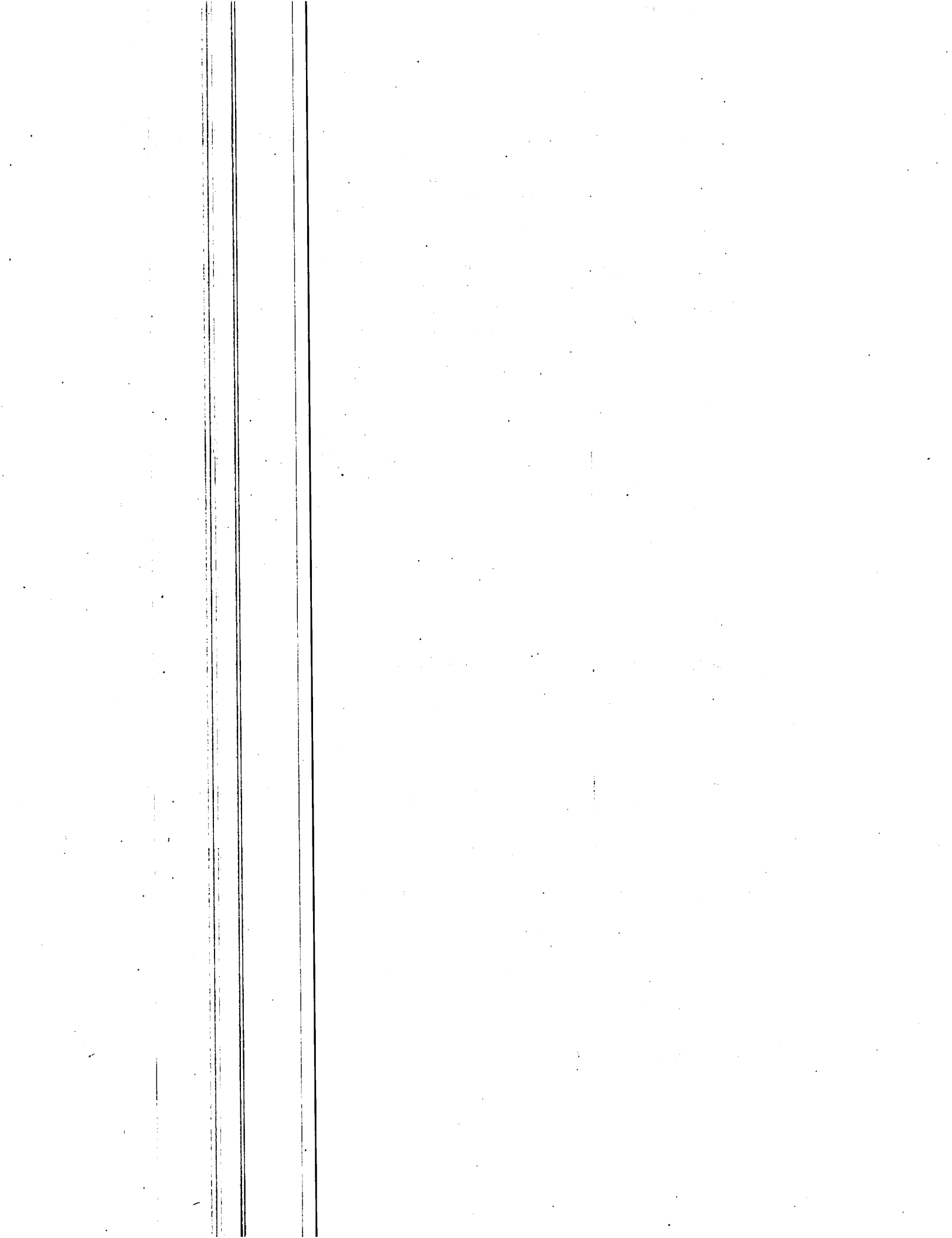
I admitted the following exhibit into evidence on behalf of the Respondent:

- Resp #1 Invoice, undated

Testimony

The Claimants and the Respondent testified.

The Fund presented no witnesses.



drains to the kitchen sink, a new garbage disposal, a flexible gas line from the basement to the new cooktop, and new kitchen appliances. As part of this contract, Detailed Contracting, LLC was also to connect the ice maker line to the refrigerator, re-install the powder room sink, faucet and toilet, and install the kitchen backsplash.

30. The November 5, 2018 contract was not itemized.

### DISCUSSION

The Claimants have the burden of proving the validity of their claim by a preponderance of the evidence.<sup>7</sup> “[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.”<sup>8</sup>

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.”<sup>9</sup> Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.”<sup>10</sup> For the following reasons, I find that the Claimants have proven eligibility for compensation.

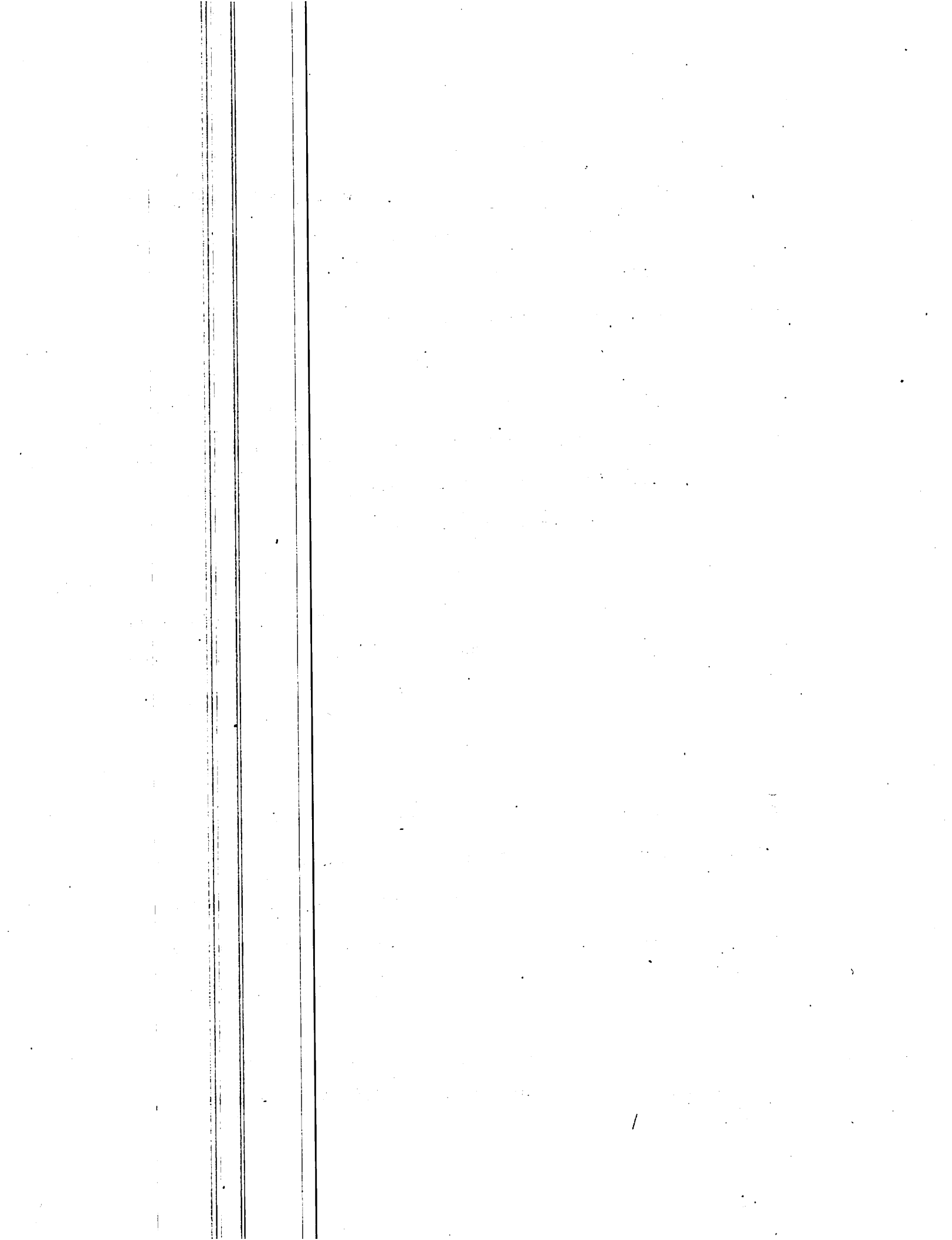
Based on the unrefuted evidence, the Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimants. Per the Contract, the Claimants agreed to pay the Respondent \$21,500.00 to remove the existing floors in the Claimants’ first-floor kitchen, living room, powder room, pantry, hallway, second floor landing, hall, and master bedroom; to remove a handrail between the kitchen and the living room and patch and repair the area once the handrail was removed; install new wood flooring; reinstall

<sup>7</sup> Md. Code Ann., State Gov’t §10-217 (2014); COMAR 09.08.03.03A(3); COMAR 2.02.01.21K(1).

<sup>8</sup> *Coleman v. Anne Arundel Cty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002).

<sup>9</sup> Md. Code Ann., Bus. Reg. § 8-405(a); see also COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”).

<sup>10</sup> Md. Code Ann., Bus. Reg. § 8-401.

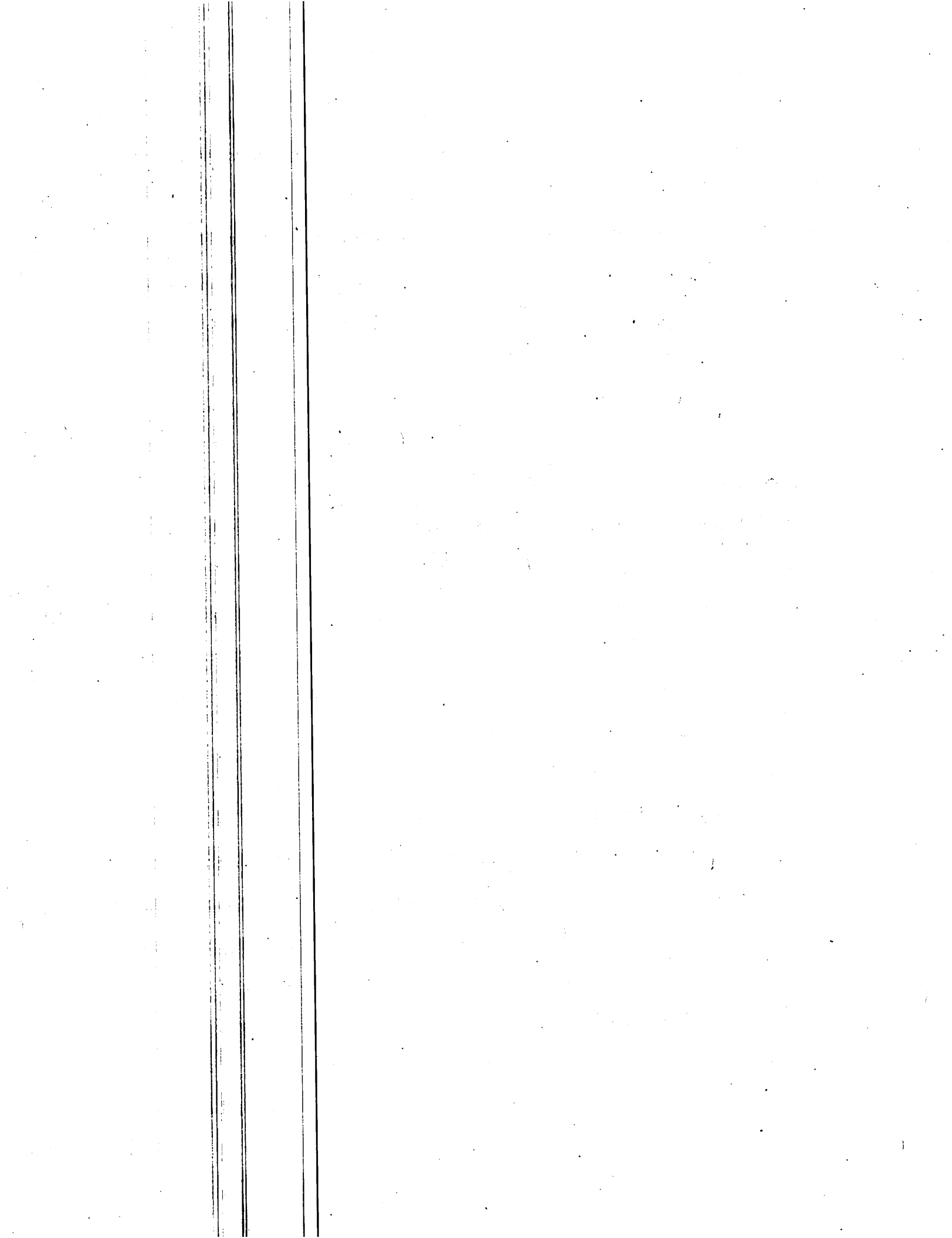




existing base cabinets and base and door trim; reinstall appliances; replace base and door trim on the first floor; install a new kitchen faucet and disposal; remove an existing backsplash and install a new one; install a new gas line for a new cooktop; and prime new trim. There is no dispute that the Respondent advised the Claimants on November 1, 2018 that he would not be completing any more work at the Claimants' home and he never performed any other work outlined in the Contract after that date.

The Claimants argue that when the Respondent refused to complete any more work under the Contract, there were still multiple aspects of the renovation left incomplete. Particularly, the Respondent had not installed any cabinets, completed plumbing, run a gas line to the gas cooktop, finished electrical work, or installed the backsplash. Furthermore, the Claimants asserted that the hardwood floors the Respondent installed were unworkmanlike in that five of the wood floor boards were cracked or splintered and 40-50 nail holes were left open or were filled with putty that did not match the floor. The Claimants presented photographs that clearly corroborate their testimony about the state of their home when the Respondent performed work under the Contract.

Because the Respondent made it clear he did not intend to return to complete the contracted-for work, the Claimants had to turn to other contractors to complete that work. The Claimants submitted into evidence an October 27, 2018 estimate from Detailed Contracting, LLC, charging \$2,300.00 to install the base cabinets the Respondent was supposed to install. They also submitted a November 5, 2018 estimate from Detailed Contracting, LLC for \$3,460.00 to finish plumbing work, appliance installation, and backsplash installation; a November 22, 2018 estimate from Knox Electric for \$850.00 to complete electrical work; and a November 6, 2021 estimate from Romano Carpentry for \$1,285.00 to repair the hard wood floor. The Claimants also submitted copies of checks they paid to Detailed Contracting, LLC and Knox



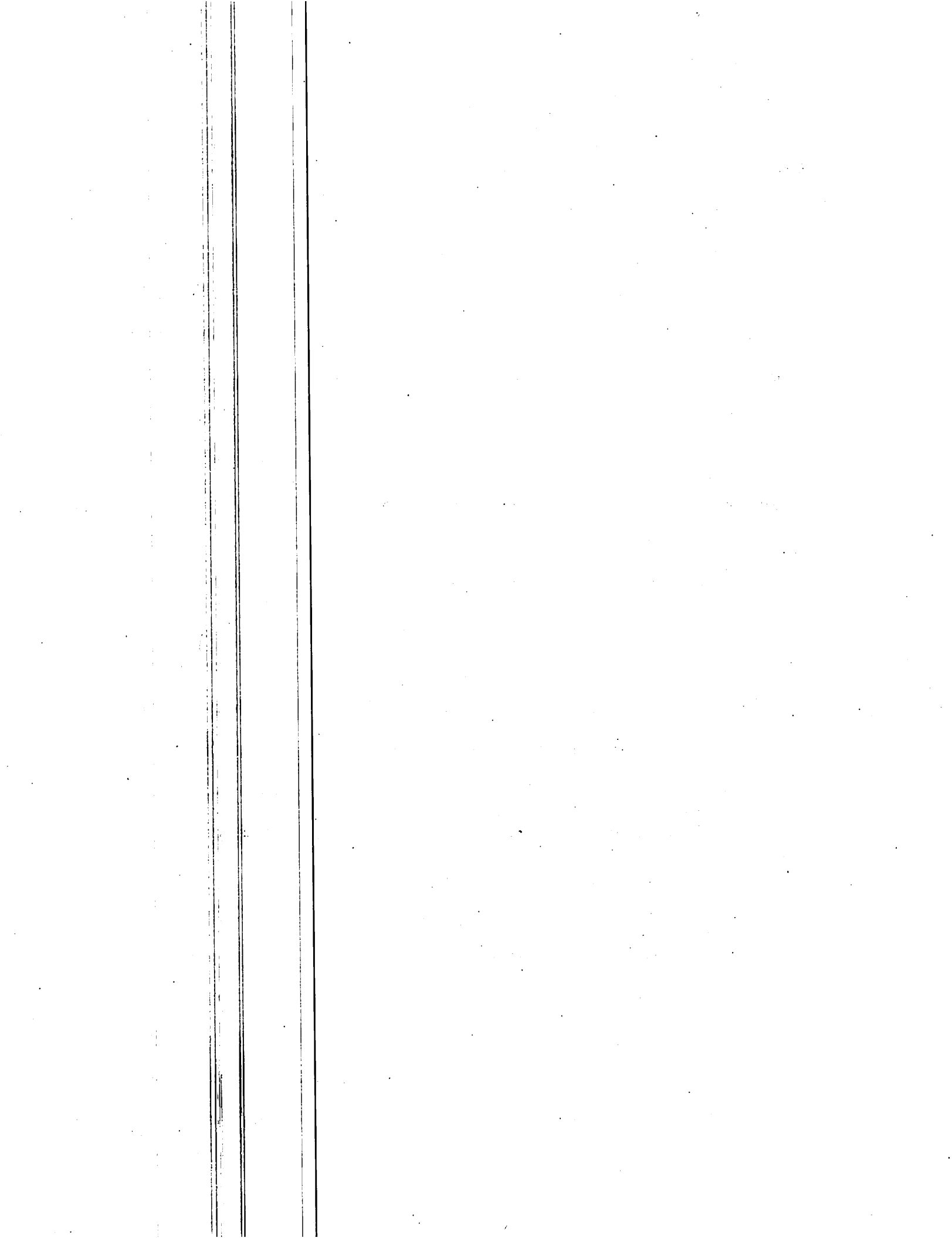
Electric for the amounts noted in their relevant estimates. The only contractor the Claimants have not hired or paid is Romano Carpentry.

The Respondent argues that he stopped work because the Claimants hired another contractor, Detailed Contracting, LLC, to install the upper cabinets without telling him. To that end, the Respondent testified that he gave the Claimants an estimate of \$1,800.00 to install the upper cabinets and believed the Claimants were going to pay him to do that work. Instead, he arrived at the Claimants' house to install some trim work and was shocked and disappointed to find other contractors there installing the upper cabinets. The Respondent further testified that he does not have any problem working with other contractors, but it was inappropriate for the Claimants to bring another contractor to do work at their home where he was already working without informing him. To that end, the Respondent testified that in his estimation, the Claimants' actions voided the Contract.

The Respondent conceded that there were repairs to be made and work to be completed under the Contract when he stopped working on the project. He conceded that he did not install the base cabinets as he was contracted to do, and the Claimants would have to pay another contractor to complete that work. The Respondent testified that he believed Detailed Contracting, LLC's estimate of \$2,300.00 to install the base cabinets and clean up the debris from that installation was appropriate.

The Respondent also conceded that the Knox Electric estimate of \$850.00 to complete the remaining electrical work was reasonable.

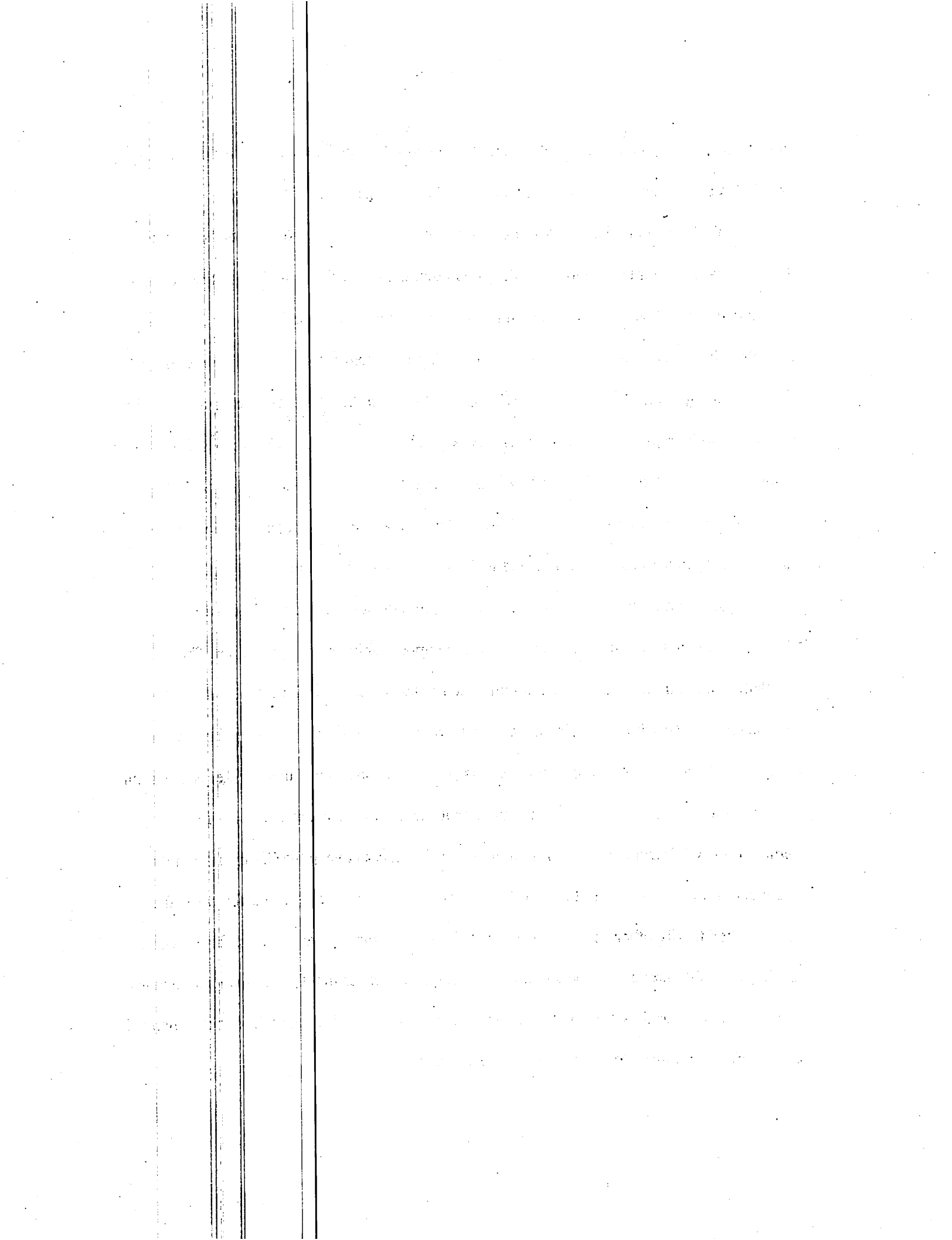
Regarding the wood floors, the Respondent did not dispute that some of the floor boards were damaged and that work on the floors remained unfinished. He did, however, dispute that it would cost \$1,285.00 as Romano Carpentry stated in its November 6, 2021 estimate. To the contrary, the Respondent testified that he would charge no more than \$700.00 for making such



repairs. Moreover, the Respondent argued that because he installed the hardwood floors, he would have replaced and repaired any unfinished or damage flooring for free.

The Respondent disagreed that Detailed Contracting, LLC's November 5, 2018 estimate for finishing the plumbing work, installing appliances, and installing the backsplash is reasonable. To that end, the Respondent testified that he has been in business for 30 years and as a result of his reputation and longevity in the field, his subcontractors usually charge him less than they charge other contractors. The Respondent testified that a reasonable amount for the plumbing work, appliance installation, and backsplash would be \$2,000.00. For the installation of the backsplash alone, the Respondent testified that it would cost no more than \$1,000.00.

It is clear, by a preponderance of the evidence, that the Respondent abandoned the home improvement job for which he contracted with the Claimants. I find unconvincing the Respondents' position that his decision not to complete the job was justified because the Claimants hired a different contractor to install the upper cabinets in their kitchen. The installation of the upper cabinets was not included in the scope of work in the Contract the Respondent entered with the Claimants and that Contract did not preclude them from using a different contractor to install the upper cabinets. While it is reasonable that the Respondent may have been surprised and perhaps, disappointed that the Claimants chose to use a different contractor, the Claimants' choice does not void the Contract between the Claimants and the Respondent for the other work. In order to complete the rest of the contracted-for work, the Claimants had to hire other contractors to finish the job, ultimately paying more for the work than they agreed to pay the Respondent. Accordingly, I conclude that the Claimants experienced an actual loss measured by the reasonable amount they paid to finish the home improvements the Respondent was required to perform under the Contract.



### **Calculation of 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.<sup>11</sup>

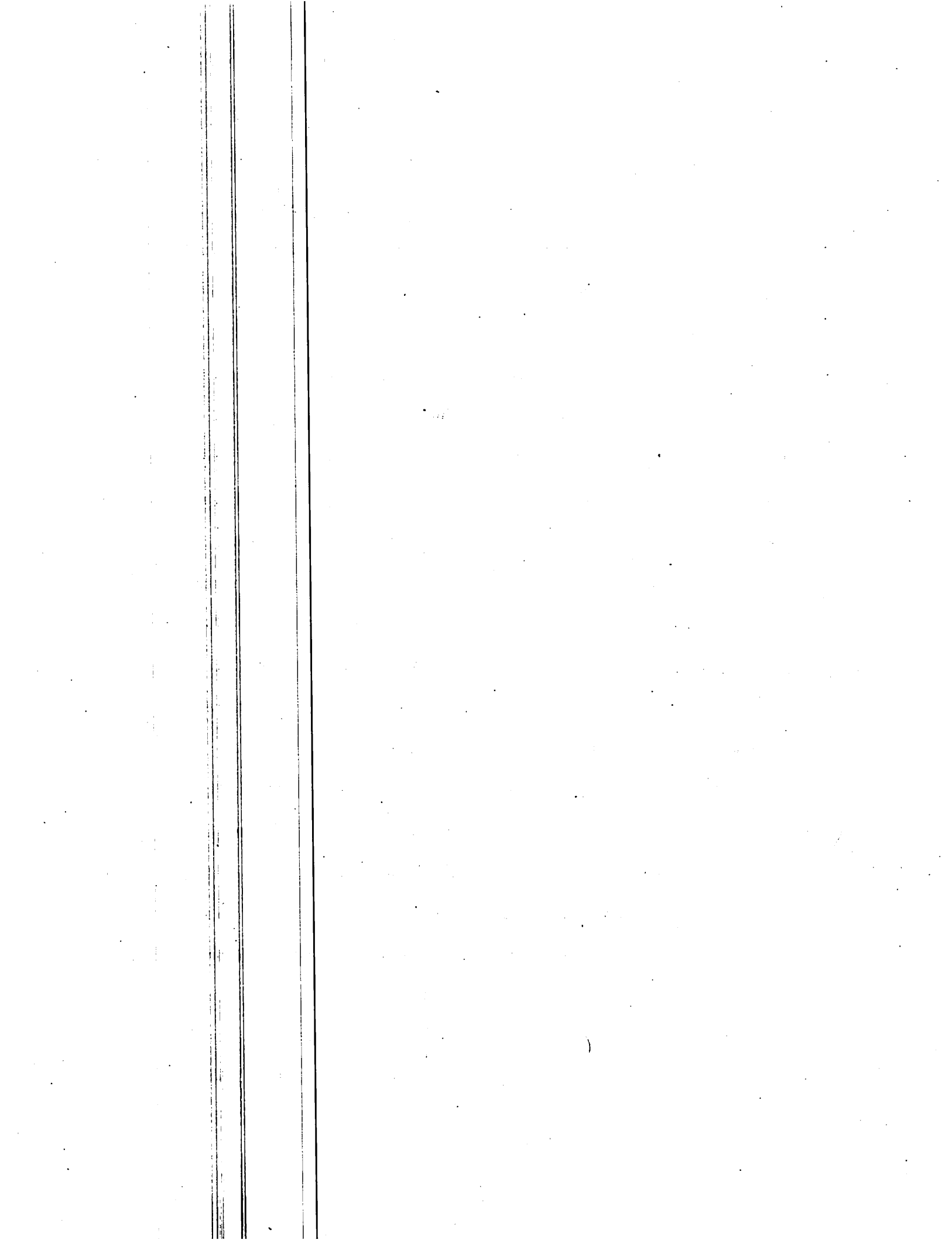
To establish that amount, I must determine how much it was or would be reasonable to pay contractors to complete the Respondent's unfinished and unworkmanlike home improvements. The Respondent agreed that \$850.00 was a reasonable amount to pay for the remaining electric work, \$1,000.00 was a reasonable amount to pay for the backsplash, and that \$2,300.00 was a reasonable amount to pay for the installation of the base cabinets.

The Respondent disagreed that \$1,285.00 was a reasonable amount to pay for the repairs and completion of the hard wood floors and testified that it would cost closer to \$700.00 than \$1,285.00. While the Respondent might not charge as much for these repairs, the Claimants do not have the option of having the Respondent make these repairs as he refused to perform any other work. Accordingly, the Claimants only option was to solicit other contractors and pay them the amount they charged as long as that amount was reasonable. As the Respondent did not explain the basis for why his \$700.00 estimate was more reasonable than Romano Carpentry's \$1,285.00 estimate and because \$1,285.00 is not significantly higher than the \$700.00 the Respondent offered it would cost for the repairs, I conclude that \$1,285.00 is a reasonable amount to remove the damaged wood, and fill gouges and 40-50 nail holes in the hard wood floor.

I also conclude that the Claimants have established that they reasonably spent \$2,460.00 to Detailed Contracting, LLC to finish the plumbing and install the Claimants' appliances.

---

<sup>11</sup> Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1).





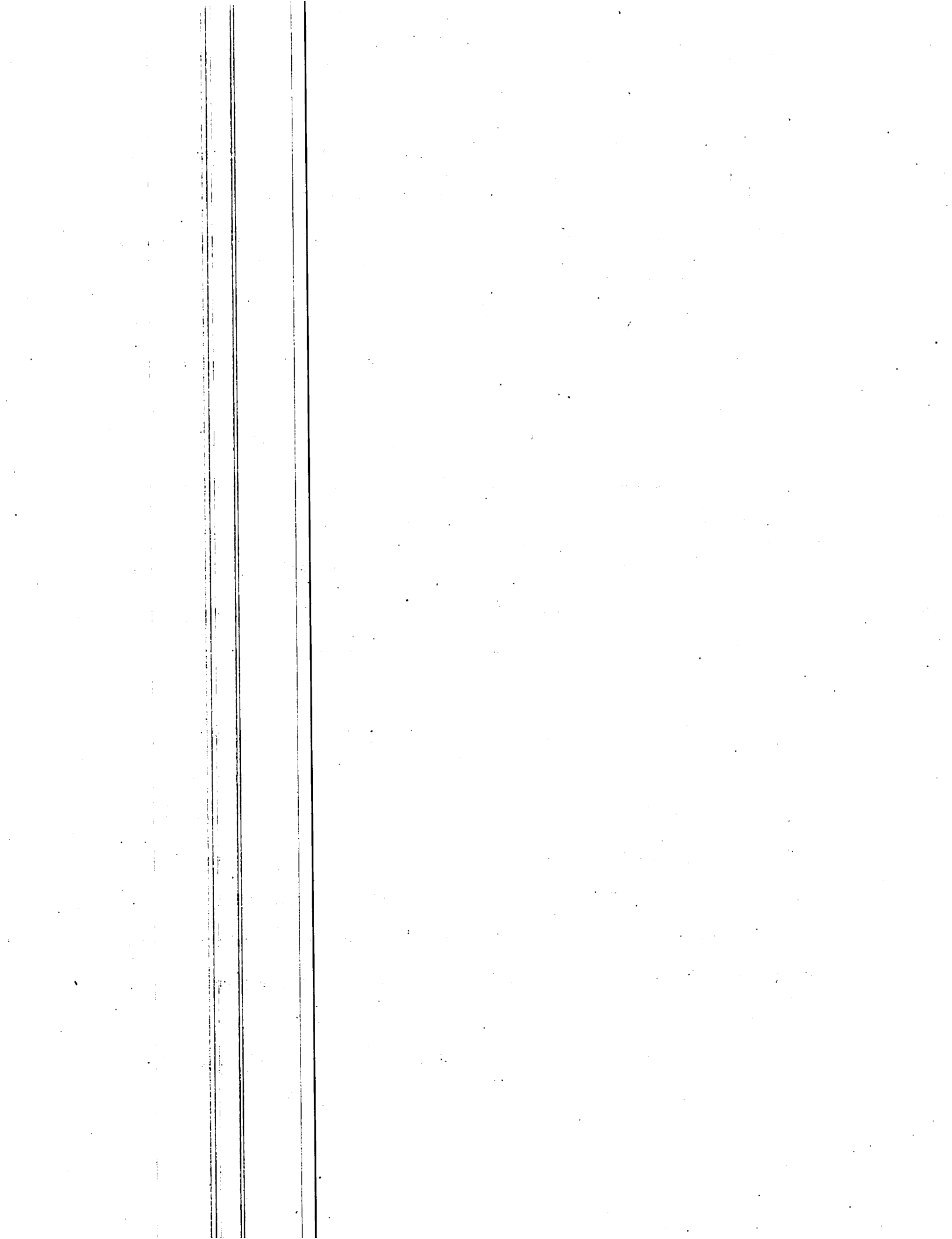
Detailed Contracting, LLC's November 5, 2018 estimate includes the costs for the plumbing, appliance installation and the backsplash. As I have stated, the Respondent testified that \$1,000.00 was an appropriate amount to install the backsplash. That leaves \$2,460.00 for the plumbing and appliance installation.

The MHIC argued that in addition to installing a new gas line, kitchen faucet, garbage disposal, and powder room sink, faucet, and toilet, as is stated in the original Contract between the Claimants and the Respondent, the November 5, 2018 Detailed Contracting, LLC proposal includes the installation of a *new* wall oven, microwave, and dishwasher; and connecting plumbing lines to the dishwasher and refrigerated icemaker. Because the November 5, 2018 Detailed Contracting, LLC proposal is not itemized, the MHIC argues that it is not possible to parse out how much is reasonable to pay for the plumbing and the installation of the cooktop from the installation of the other *new* appliances. Therefore, the Claimants cannot prove the amount they should recover for the completion of the plumbing and the installation of the cooktop. I disagree.

The Contract between the Claimants and the Respondent specifically states that the Respondent will install a new gas line for a new cooktop. However, the Contract also says that the Respondent will “[r]einstall base cabinets and appliances.”<sup>12</sup> Although the Contract does not state, with specificity, all of the appliances the Respondent agreed to reinstall, it is reasonable to conclude that the Respondent agreed to reinstall typical kitchen appliances, including a refrigerator, dishwasher, oven, and microwave. According to the photos the Claimant submitted into evidence, when the Respondent stopped work, neither the cabinets nor any appliances had been installed in the kitchen. Accordingly, logic dictates that when the Respondent agreed to “reinstall appliances,” he meant that he would install these typical kitchen appliances. It would

---

<sup>12</sup> CL #4.



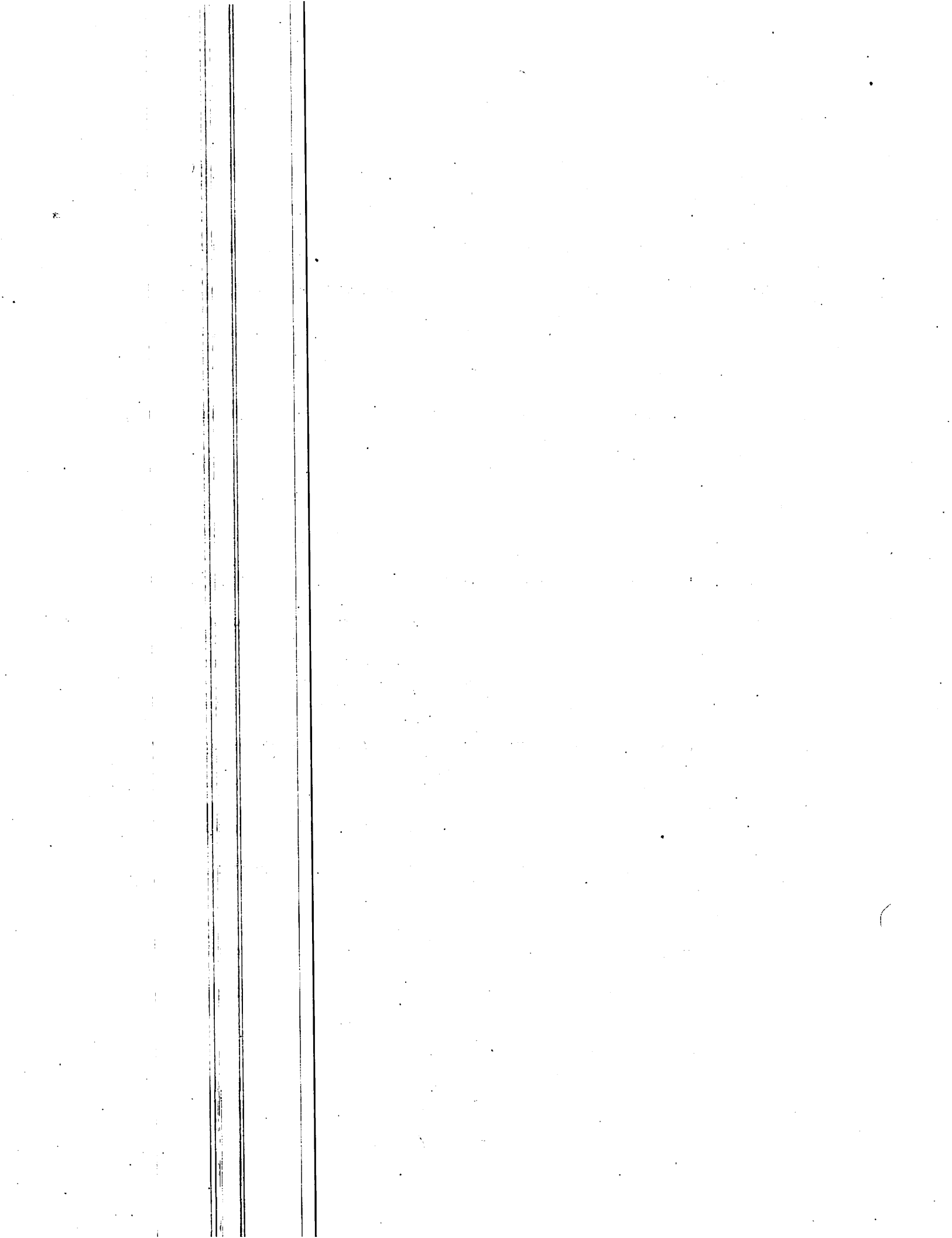
defy logic to conclude that the Respondent intended to install these appliances without connecting them to plumbing and electricity necessary to make them operable.

The Respondent did not dispute that he was required under the Contract to reinstall appliances, and he did not argue installing a new wall oven, microwave and dishwasher would require any more work than reinstalling the Claimant's existing appliances. Rather, the Respondent's argument focused on his position that he would charge less than Detailed Contracting, LLC to complete the plumbing and appliance installation because his subcontractors charge him less due to his 30 years in the business.

It may be true that the Respondent could have completed the plumbing and appliance installation for less than Detailed Contracting, LLC; however, the Respondent refused to complete the work called for in the Contract. As I have stated, due to the Respondent's actions, the Claimants' only option was to solicit other contractors and pay them the amount they charged as long as that amount was reasonable. The Respondent did not argue that the amount Detailed Contracting, LLC charged in the November 5, 2018 estimate was unreasonable – just that he would have been able to get a cheaper rate. I find that argument unconvincing because there was no way for the Claimants to benefit from his purportedly cheaper rates because he walked off the job. For these reasons, I find the Detailed Contracting estimate of \$3,640.00 represents the reasonable amount the Claimants paid for the remaining plumbing work, appliance installation, and backsplash installation.

The amount the Claimants reasonably paid or will pay for the completion or correction of the Respondent's unworkmanlike and incomplete home improvements is calculated as follows:

\$850.00	(electrical work)
+\$2,300.00	(base cabinets)
+\$1,285.00	(hard wood floors)
+\$3,460.00	(plumbing, backsplash installation, and appliance installation)
<u>\$7,895.00</u>	



MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed work under the Contract, and the Claimant has retained or will retain another contractor to complete or remedy that work. Accordingly, the following regulatory formula measures the Claimants' 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.<sup>13</sup>

The calculation is as follows:

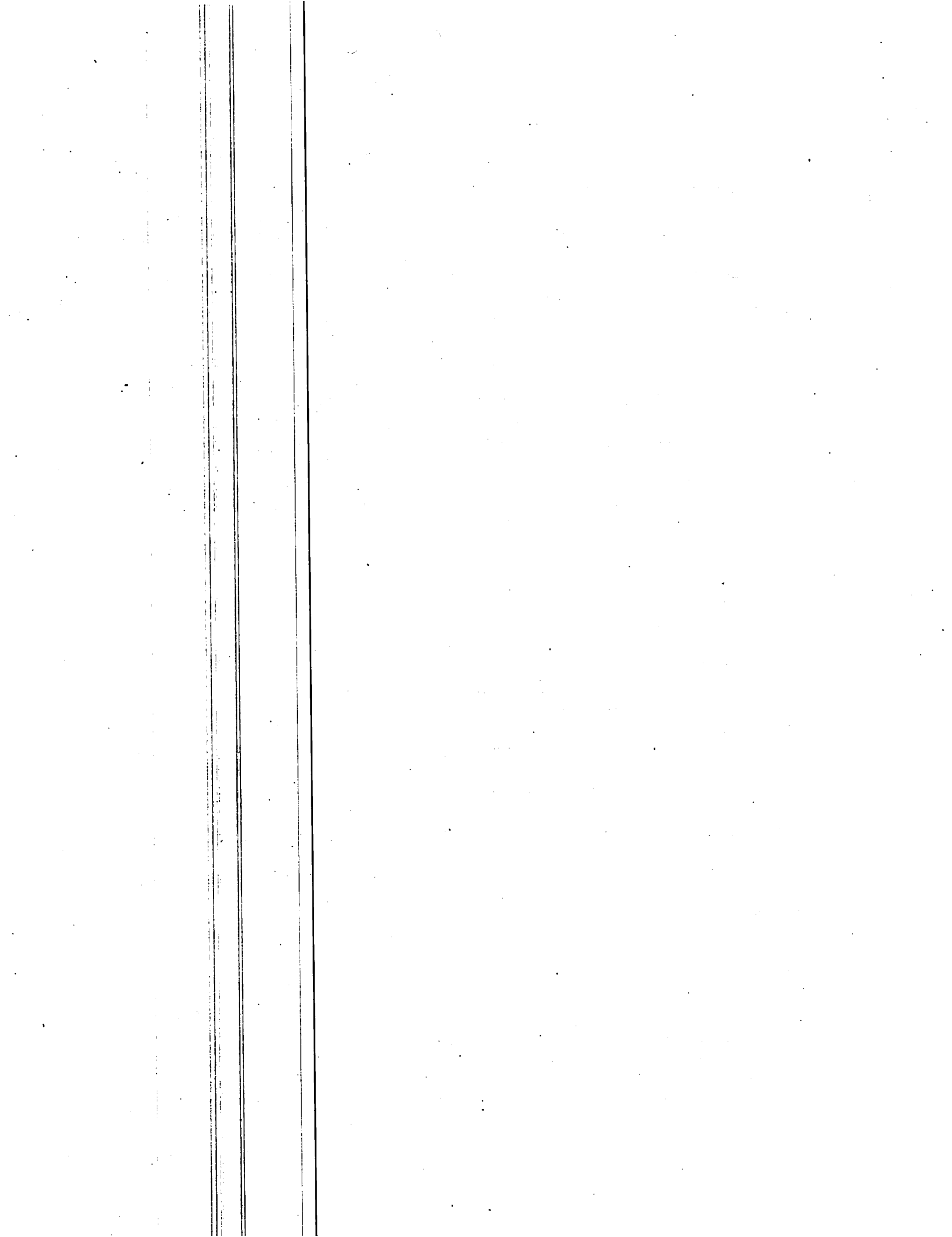
\$19,860.40 paid to the Respondent under the Contract  
+\$7,895.00 payable to repair or complete the home improvements  
\$27,755.40  
- \$21,860.40 (original Contract price)  
\$5,895.00 actual loss.

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.<sup>14</sup> In this case, the Claimants' actual loss is less than the amount paid to the Respondent and less than \$30,000.00. Therefore, the Claimants are entitled to recover their actual loss of \$5,895.00.

---

<sup>13</sup> COMAR 09.08.03.03B(3)(c).

<sup>14</sup> H.D. 917, 2022 Leg., 444th Sess. (Md. 2022) (to be codified in section 8-405(e)(1) of the Business Regulation Article). See also Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4), D(2)(a). The increased cap is applicable to any claim on or after July 1, 2022, 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 Claimants have sustained an actual and compensable loss of \$5,895.00 as a result of the Respondent's acts or omissions.<sup>15</sup> I further conclude that the Claimants are entitled to recover that amount from the Fund.

**RECOMMENDED ORDER**


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

**ORDER** that the Maryland Home Improvement Commission Guaranty Fund award the Claimants \$5,895.00; and

I **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;<sup>16</sup> and

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

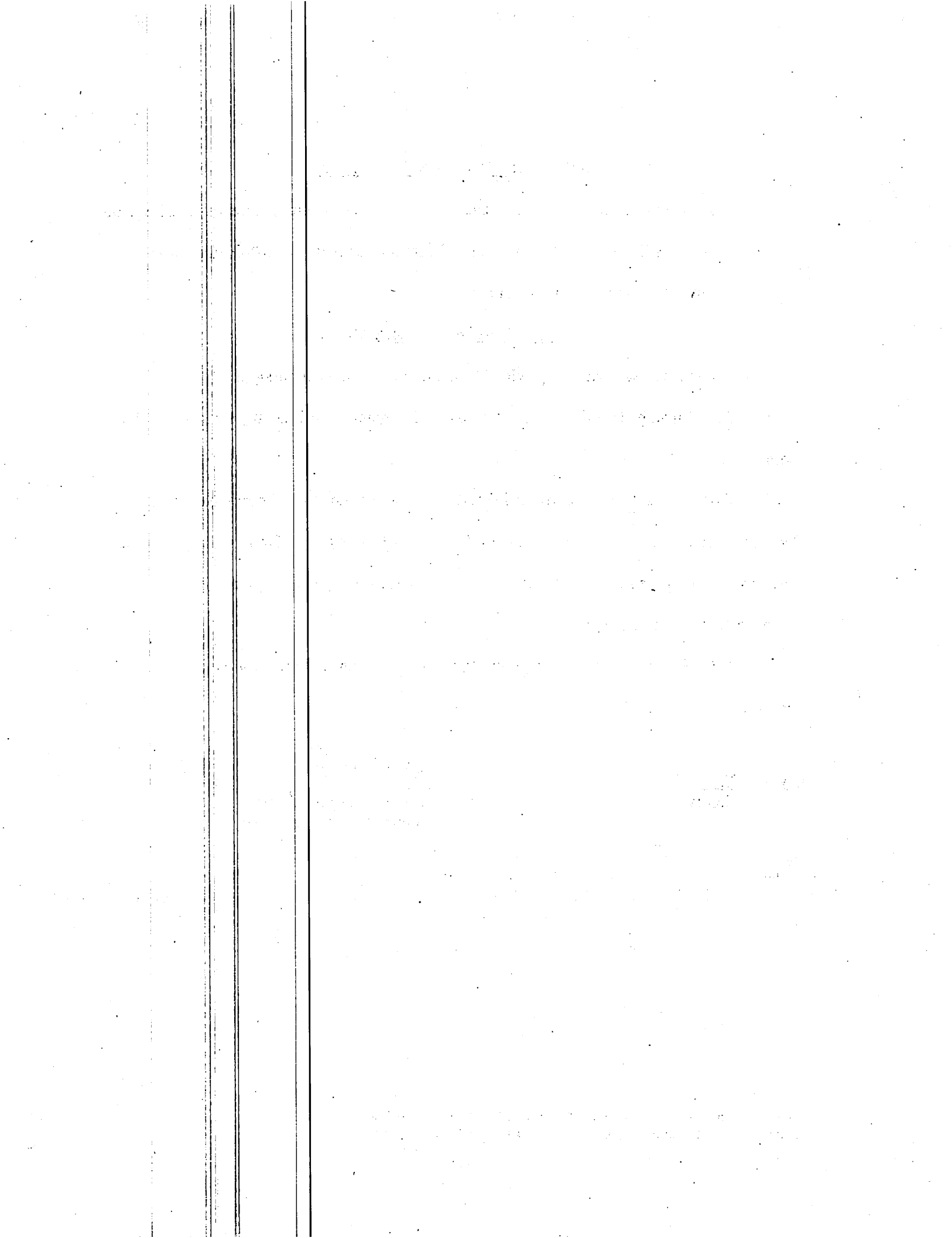
July 5, 2022  
Date Decision Issued

  
\_\_\_\_\_  
Jennifer M. Carter Jones  
Administrative Law Judge

JCJ/at  
#199401

<sup>15</sup> Md. Code Ann., Bus. Reg. §§ 8-401, 8-405; COMAR 09.08.03.03B(3)(c).

<sup>16</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.





**PROPOSED ORDER**

***WHEREFORE, this 19<sup>th</sup> day of August, 2022, 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.***

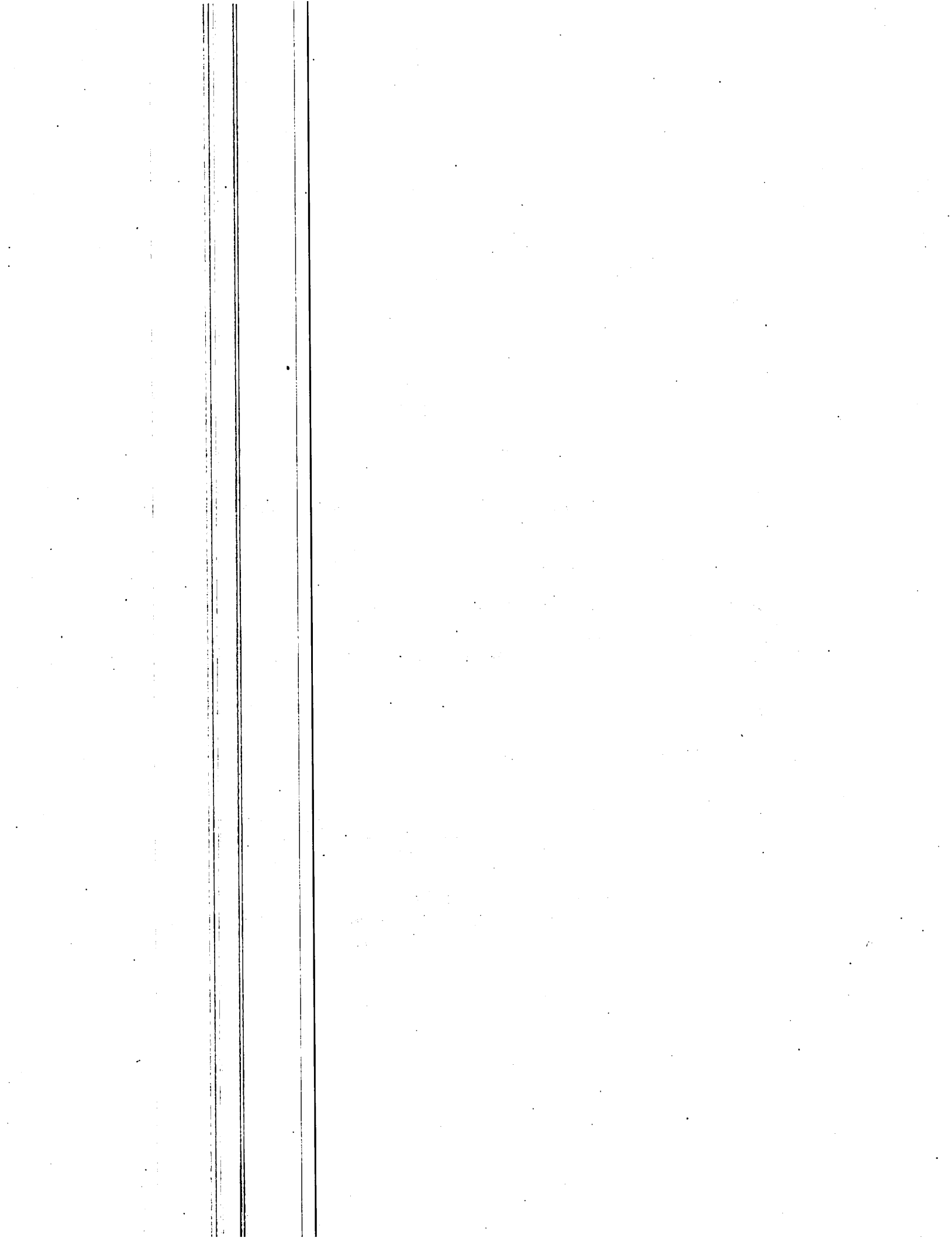
***Joseph Tunney***

***Joseph Tunney***

***Chairman***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***



**IN THE MATTER OF THE CLAIM OF  
JUDITH AND EDWARD KOSIBA  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ACTS OR OMISSIONS OF  
JOSEPH MILIO AND MHR  
SERVICES, INC.**

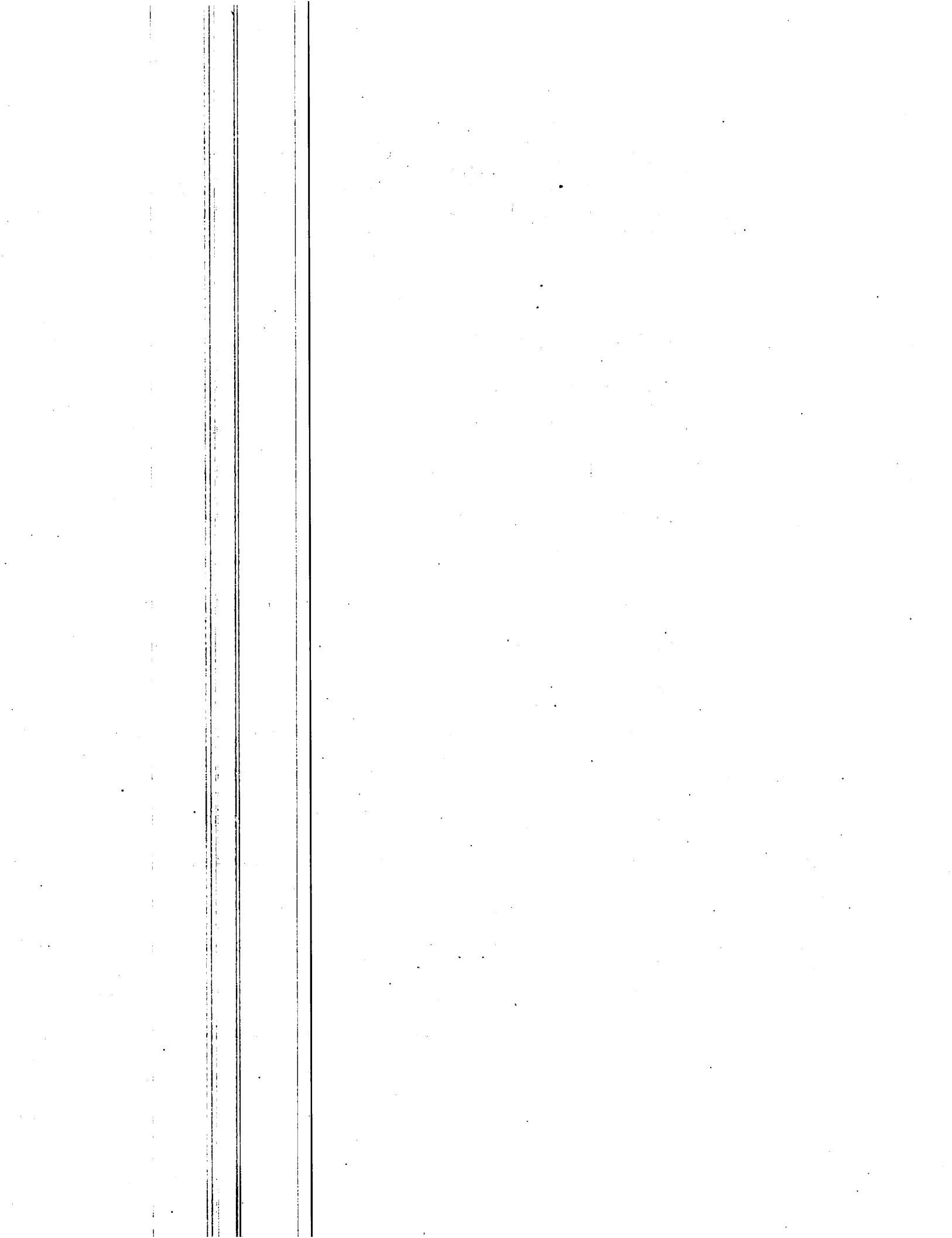
**\* MARYLAND HOME  
\* IMPROVEMENT COMMISSION  
\*  
\* MHIC CASE NO. 20(75)897  
\* OAH CASE NO. LABOR-HIC-  
\* 02-22-01064  
\*  
\*  
\*  
\***

\* \* \* \* \*

**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on April 4, 2022. Following the evidentiary hearing, the ALJ issued a Proposed Decision on July 5, 2022, concluding that the homeowners, Judith and Edward Kosiba (“Claimants”) suffered an actual loss as a result of the acts or omissions of Joseph Milio and MHR Services, Inc. (collectively, “Contractor”). *ALJ Proposed Decision* p. 16. In a Proposed Order dated August 19, 2022, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$5,895.00 from the Home Improvement Guaranty Fund. The Contractor subsequently filed exceptions to the MHIC Proposed Order.

On January 19, 2023, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. Edward Kosibla participated on behalf of the Claimants. Joseph Milio participated on behalf of the Contractor. The Claimants and Contractor participated without counsel. Assistant Attorney General John Hart appeared at the exceptions hearing on behalf of the Guaranty Fund. 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) Contractor’s exceptions. Neither the Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ. Therefore, the Panel’s review of the record was limited to the preliminary exhibits for the



exceptions hearing, the OAH Proposed Decision, and the exhibits offered as evidence at the OAH hearing. COMAR 09.01.03.09(G) - (I).

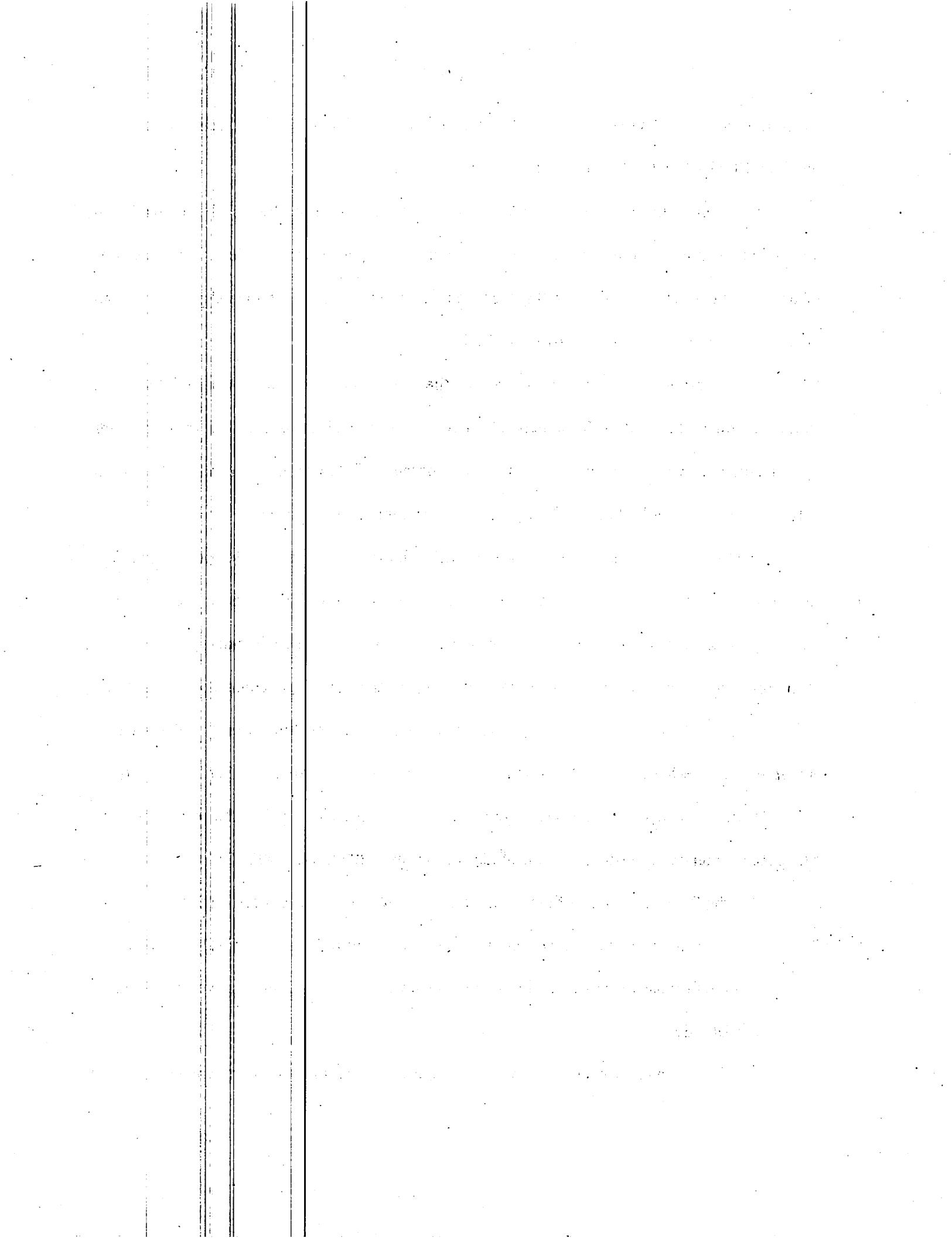
The claim in this proceeding relates to a contract between the parties for the renovation of the Claimants' home. The ALJ found that the Contractor's performance under the contract was incomplete and unworkmanlike, and that the Contractor abandoned the Claimants' project without justification. *ALJ's Proposed Decision* pp. 10-11.

On exception, the Contractor argued that the Claimants forced him off the job by hiring another contractor to install wall cabinets who removed a base cabinet installed that the Contractor had already installed. The Contractor argued that, because of the Claimants' conduct, he should only be responsible for half of the Claimants' cost to complete their project.

The Commission finds no error with the ALJ's findings of fact or conclusions of law. The contract between the parties did not include the installation of the wall cabinets, so the Claimants were entitled to hire another contractor to install them. Therefore, the Claimants' hiring of the other contractor does not constitute reasonable grounds for the Contractor to abandon the contract, and the Claimants are entitled to recover their entire actual loss resulting from the Contractor's unworkmanlike performance and abandonment of their project prior to completion.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 8<sup>th</sup> day of February 2023, **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 **AFFIRMED**;
- D. That the Claimant is awarded \$5,895.00 from the Maryland Home Improvement Guaranty



Fund;

- E. That the Contractor shall remain 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 at least ten percent (10%) as set by the Commission, *Md Code Ann.*, Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a);
- 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.

**J. Jean White**  
**Chairperson –Panel**  
**Maryland Home Improvement**  
**Commission**

