

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF TAMARA FISCHER,</b></p> <p><b>CLAIMANT</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 ROBERT SADLER,</b></p> <p><b>T/A NBH CONSTRUCTION, LLC</b></p> <p><b>RESPONDENT</b></p>	<p><b>* BEFORE DEBORAH S. RICHARDSON,</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><b>*</b></p> <p><b>*</b></p> <p><b>*</b></p> <p><b>* OAH No.: LABOR-HIC-02-23-07331</b></p> <p><b>* MHIC No.: 23 (75) 251</b></p>
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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 December 21, 2022, Tamara Fischer (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement of \$3,861.00 for actual losses allegedly suffered as a result of a home improvement contract with Robert Sadler, trading as NBH Construction, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2022).<sup>2</sup>

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<sup>1</sup> The MHIC is under the jurisdiction of the Department of Labor (Department).

<sup>2</sup> Unless otherwise noted, all references to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

On March 1, 2023, the MHIC issued a Hearing Order on the Claim. On March 9, 2023, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On May 11, 2023, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. The Claimant represented herself. The Respondent represented himself. Catherine Villareale, Assistant Attorney General, Department, represented the Fund.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); Code of Maryland Regulations (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 the compensable loss?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

I admitted the following exhibits offered by the Claimant:

- Clmt. Ex. 1 - NBH Construction Estimate, April 15, 2022
- Clmt. Ex. 2 - Contract, April 15, 2022
- Clmt. Ex. 3 - NBH Construction Estimate, April 15, 2022
- Clmt. Ex. 4 - Check from the Claimant to the Respondent, May 2, 2022
- Clmt. Ex. 5 - Product information, Protecto Wrap, undated
- Clmt. Ex. 6- Piece of metal product
- Clmt. Ex. 7 - Piece of Protecto Wrap

- Clmt. Ex. 8 - Photograph, undated
- Clmt. Ex. 9 - Photograph, September 5, 2022
- Clmt. Ex. 10 - Photographs, undated
- Clmt. Ex. 11 - Piece of plastic product
- Clmt. Ex. 12 - Checks from the Claimant to the Respondent, May 18, 2022
- Clmt. Ex. 13 - Text messages between the Claimant and the Respondent, dates ranging from June 7, 2022 to July 30, 2022
- Clmt. Ex. 14 - Emails between the Claimant and the Respondent, dates ranging from July 29, 2022 to July 30, 2022, with attached Contract dated May 3, 2022
- Clmt. Ex. 15 - Text messages between the Claimant and the Respondent, dates ranging from August 17, 2022 to September 2, 2022
- Clmt. Ex. 16 - Emails amongst the Claimant, the Respondent, and Jodi Sadler, September 4, 2022
- Clmt. Ex. 17 - Photograph, undated
- Clmt. Ex. 18 - HIC Complaint Form, September 8, 2022
- Clmt. Ex. 19 - Letter from the Respondent to the MHIC with handwritten notations by the Claimant, undated
- Clmt. Ex. 20 - Email from the Claimant to the Respondent and the MHIC, October 29, 2022
- Clmt. Ex. 21 - Estimate from Polk Contracting, March 29, 2023; check from the Claimant to Phil Tyler, February 1, 2023; Estimate from East Coast Renovations, July 28, 2022; Estimate from Creative Deck Designs, September 2, 2022
- Clmt. Ex. 22 - Home Depot Receipt, September 8, 2022

The Respondent did not offer any exhibits for admission into evidence.

I admitted the following exhibits offered by the Fund:

- GF Ex. 1 - Home Improvement Claim Form, January 26, 2023
- GF Ex. 2 - Hearing Order, March 1, 2023
- GF Ex. 3 - Notice of Hearing, April 5, 2023
- GF Ex. 4 - Licensing information, printed May 10, 2023

**Testimony**

The Claimant testified in her own behalf.

The Respondent testified in his own behalf.

The Fund did not present any testimony.

**PROPOSED FINDINGS OF FACT**

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor.
2. The Claimant is the owner of a home in Rosedale, Maryland (the Property).
3. The Claimant met the Respondent on April 8, 2022, after she contacted him about water entering her basement at the Property.
4. The Claimant informed the Respondent that the water began entering her home after poor work had recently been performed on her deck by another contractor.
5. The Respondent provided the Claimant with an estimate of work he could do to attempt to ameliorate her problem.

6. On or about April 15, 2022,<sup>3</sup> the Claimant and the Respondent entered into a contract for the Respondent perform work at the Property around the Claimant's existing deck (the Contract). The work included the following:

Remove siding above basement slider, detach deck from house, remove incorrect flashing, reinstall new flashing between deck and house, seal flashing properly, reattach deck to house, reinstall existing siding, install composite trim to missing areas, remove deck awning system; install shim boards for proper sloping for awning system, reinstall awning system, install gutter and downspout on side of deck, remove and replace outside light fixture.

(Clmt. Ex. 2).

7. The Contract amount corresponded to the estimate, which included the following line items:<sup>4</sup>

1.	Siding-Labor Minimum	\$298.11
3.	R&R Flashing, 14" wide	\$191.04
5.	R&R Labor to remove & reattach deck – 2x12	\$280.92
7.	Install ½" x 12" wood polymer lumber	\$207.68
8.	Gutter – aluminum – up to 5"	\$149.40
9.	Gutter labor minimum	\$207.03
10.	Downspout – aluminum – up to 5"	\$104.50
11.	Soffit & Fascia – Deck awning system	\$596.22
12.	Material Only 4" x 4" square wood post (1.33 BF per LF)	\$113.20

8. The total amount of the Contract was \$2,853.45 to be paid in three installments at the execution of the Contract, the start of the job, and the completion of the job.

<sup>3</sup> The Contract, Clmt. Ex. 2, is electronically signed and dated by the Respondent but not signed by the Claimant. However, all parties agreed that Clmt. Ex. 2 was agreed to by the parties and is the controlling Contract.

<sup>4</sup> There was no explanation why certain numbers were missing in the estimate.

9. The Respondent began work on May 2, 2022.
10. The Respondent last performed work on May 18, 2022.
11. The Respondent did not perform two items from the estimate, which was

incorporated into the Contract:

5. R & R Labor to remove & reattach deck – 2 x 12 for \$280.92; and
12. Material Only 4” x 4” square wood post (1.33 BF per LF) for \$113.20.

12. The Claimant paid the Respondent a total of \$3,053.45 in the following amounts by check:

May 2, 2022 - \$1,853.45

May 18, 2022 - \$1,000.00

May 18, 2022 - \$200.00.<sup>5</sup>

13. Several weeks after the Respondent finished working, the Claimant discovered water was still entering the Property.

14. From June 17, 2022 until August 17, 2022, the Claimant emailed and texted with the Respondent asking the Respondent to return and fix the problem. The emails and texts became heated.

15. The Respondent returned to the Property on August 17, 2022

16. The Respondent agreed to cut back gutters at the Property, install soffit under the deck if the Claimant purchased the material, and to refund the Claimant’s money for not detaching her deck. The Respondent did not do any of these things.

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<sup>5</sup> The overpayment appears to be the result of an unofficial change order that was never documented.

17. On February 1, 2023, the Claimant paid Polk Contracting \$750.00 to remove and replace rotted wood around her rear door with flashing and tape and to add a sill pan. This work was not included in the Claimant's Contract with the Respondent. After the work performed by Polk Contracting, the Claimant no longer had water entering the Property.

### **DISCUSSION**

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); State Gov't § 10-217; COMAR 09.08.03.03A(3). To prove 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 Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Bus. Reg. § 8-405(a) (Supp. 2022); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). "[A]ctual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time the Respondent entered into the Contract with the Claimant. By statute, certain claimants are excluded from recovering from the Fund altogether. In this case, there are no such statutory impediments to the Claimant's recovery. The claim was timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg §§ 8-405(g), 8-408(b)(1) (2015 & Supp. 2022).

The Claimant resides in the home that is the subject of the claim. *Id.* § 8-405(f)(2) (Supp. 2022). The parties did not enter into a valid agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3) (2015 & Supp. 2022). The Claimant is not a relative, employee, officer, or partner of the Respondent, and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1) (Supp. 2022). The Claimant did not unreasonably reject good faith efforts by the Respondent to resolve the claim. *Id.* § 8-405(d) (Supp. 2022).

The Respondent undoubtedly performed an incomplete home improvement in that he did not perform two of the items included in the estimate and Contract. The Respondent explained that when he began work, he saw that the deck was not supported properly, and he did not feel comfortable disconnecting it from the house as he was afraid it might fall down. He told the Claimant that instead of disconnecting the deck, he could pull it away from the house and flash around it. He testified that the Claimant agreed to this modification. Line item 5 from the estimate was the labor for this portion of the Contract, and line item 12 was for the materials. While the Respondent's explanation about why he did not perform this work makes sense, the Claimant paid for work that was not performed under the Contract, and the home improvement in this respect was incomplete.

The Claimant also argued the Respondent performed inadequate home improvements in several other respects. First, she testified that she asked for a reduction in the Contract price because she was upset that work she had paid several hundred dollars for only took an hour to complete. That alone does not make a home improvement inadequate. The Claimant contracted for certain tasks to be performed; she did not contract for an hourly rate. Whether it took the Respondent one hour or ten hours to complete any individual line item in the Contract is irrelevant to whether the work was inadequate, unworkmanlike or incomplete.



The Claimant next took issue with the product the Respondent used as flashing. The Claimant introduced into evidence a sample of the product used by the Respondent, called "Protecto Wrap," as Claimant Exhibit 7. She also introduced Claimant Exhibit 6, a piece of metal, which she asserted was proper flashing. The Claimant argued strenuously that flashing can and must be metal, and that the "Protecto Wrap," which is a plastic material, could not be considered proper flashing. The Respondent did not disagree that he used Protecto Wrap, but testified that it is proper flashing, in that it is an impermeable material intended to prevent water from entering into joints. Furthermore, he testified that the Contract did not specify any particular product to be used.

The Contract only uses the word "flashing" and does not specify a particular product. As to whether proper flashing can be plastic or can only be metal, the Contract provides that "Industry terminology used in any Contract Documents which are not defined shall be interpreted as having the same meaning as that recognized in the construction industry in the area where the Property is located." (Clmt. Ex. 2). Neither party presented expert testimony on the meaning of flashing in the construction industry. An online TechNote from the National Association of Home Builders for Window and Door Flashing: Code Requirements and Best Practices provides that flashing is a "water-resistant product that prevents water penetration at the gaps between the window/door frame and the rough opening."

<https://www.homeinnovation.com/-/media/Files/Reports/TechNote-Window-and-Door-Flashing.pdf> (last visited August 8, 2023). An online dictionary defines flashing in the building trades as "pieces of sheet metal *or the like* used to cover and protect certain joints and angles, as where a roof comes in contact with a wall of chimney, especially against leakage."

<https://www.dictionary.com/browse/flashing> (last visited August 8, 2023) (emphasis added).

Thus, it seems commonly accepted that while flashing may be metal, it is not limited to metal. In the absence of any expert testimony establishing that the Respondent did not use appropriate materials, I do not find by a preponderance of the evidence that the Respondent completed an inadequate home improvement by using Protecto Wrap at the Claimant's Property.

Finally, the Claimant argued that the Respondent did not fix her problem, which was water entering her basement. The Respondent testified credibly that he attempted to diagnose the cause of the Claimant's water problem based on her representation that the water only recently starting entering her Property after she had work done on her deck by another contractor. He looked at the deck, saw that it was not flashed, and believed water could be entering the house that way. The Respondent's testimony on this issue is bolstered by the Claimant's own testimony and by a September 4, 2022 email from the Claimant to the Respondent's wife, (Clmt. Ex. 16), in which she stated she hired the Respondent to fix the water entering her basement after another construction company had not done its job properly. The Respondent focused his potential solution on the Claimant's representation of the problem, and his proposal was directed at that solution. Furthermore, the Respondent made no guarantees, verbal or written, that the work he proposed to perform would solve the water problem.

Ultimately, the Respondent's solution was not effective. An effective solution was one provided by Polk Contracting, which found rotten wood on both sides of the deck door, which it removed and replaced. It also installed a flashing pan under the door. This work was outside of the scope of the Claimant's Contract with the Respondent and is simply another attempt to address the water problem, as opposed to a contract to remedy poor workmanship performed by the Respondent.

The Claimant also obtained estimates from other contractors to install an under deck drainage system. (Clmt. Ex. 21). The scope of this work was not included in the Contract between the Claimant and the Respondent and does not establish that work performed by the Respondent was inadequate or unworkmanlike.

The emails and texts between the Claimant and the Respondent became very heated and uncivil. I can understand that the Claimant became extremely frustrated by the Respondent's lack of a timely response. However, the Claimant did not prove by a preponderance of the evidence that the Respondent provided unworkmanlike or inadequate home improvements. But the Respondent certainly provided an incomplete home improvement, and for that reason, I find that the Claimant is eligible for compensation from the Fund.

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) (Supp. 2022); 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.

Although the Claimant hired another contractor to ameliorate the water issue in her basement, it was not to perform the same work that was performed by the Respondent under the Contract. Likewise, the quotes produced by the Claimant for additional work encompass other work not included in the scope of the Contract. Therefore, it is not appropriate to consider that other work in calculating the Claimant's actual loss.

Rather, the following formula is most appropriate for this case to calculate the Claimant's actual loss: "If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor." COMAR 09.08.03.03B(3)(b).

The Respondent testified that he bought several pieces of extra material for the Claimant during the project that he did not charge her for and that he was entitled to receive compensation for. The Respondent never requested the Claimant sign a change order, nor did he document those additional purchases at the time, nor did he bring documentation of those purchases to the hearing. Therefore I do not find it appropriate to offset the actual loss suffered by the Claimant in this case with the alleged additional costs incurred by the Respondent.

The value of the service provided by the contractor is the amount of the Contract (\$2,853.45) less the two line items not performed by the Respondent (\$280.92 + \$113.20 = \$394.12), equals \$2,459.33. The Claimant paid the Respondent \$3,053.45, and that amount less the value of the service provided by the Respondent is:

Amount paid to the Respondent:	\$3,053.45
Less value of services provided by the Respondent: (\$2,853.45 – \$394.12)	\$2,459.33
<b>Actual loss:</b>	<b>\$594.12</b>

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>6</sup> Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$30,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$594.12.

### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$594.12 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2022); COMAR 09.08.03.03B(3)(b)]. I further conclude that the Claimant is entitled to recover that amount from the Fund. Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4).

### **RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$594.12; 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;<sup>7</sup> and

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<sup>6</sup> On or after July 1, 2022, the increased cap is applicable to any claim 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").

<sup>7</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

**ORDER** that the records and publications of the Maryland Home Improvement

Commission reflect this decision.

August 8, 2023

Date Decision Issued

*Deborah S. Richardson*

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Deborah S. Richardson  
Administrative Law Judge

DSR/sh  
#206076

**PROPOSED ORDER**

***WHEREFORE, this 3<sup>rd</sup> day of October, 2023, 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***

<p><b>IN THE MATTER OF THE CLAIM OF TAMARA FISCHER AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF ROBERT SADLER AND NBH CONSTRUCTION, LLC</b></p>	<p><b>* MARYLAND HOME * IMPROVEMENT COMMISSION * * MHIC CASE NO. 23(75)251 * OAH CASE NO. LABOR-HIC- * 02-23-07331 * * * * * * *</b></p>
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**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on May 11, 2023. Following the evidentiary hearing, the ALJ issued a Proposed Decision on August 8, 2023, concluding that the homeowner, Tamara Fischer (“Claimant”) suffered an actual loss as a result of the acts or omissions of Robert Sadler and NBH Construction, LLC (collectively, “Contractor”). *ALJ Proposed Decision* p. 13. In a Proposed Order dated October 3, 2023, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$594.12 from the Home Improvement Guaranty Fund. The Claimant subsequently filed exceptions to the MHIC Proposed Order.

On January 4, 2024, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimant and Contractor participated without counsel. Assistant Attorney General Catherine Villareale 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) Claimant’s exceptions. Neither the Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ. The Contractor requested leave to present new evidence, but failed to demonstrate that the proposed new evidence was not discovered, and with the exercise of due diligence, could not have been



discovered, before the ALJ hearing. 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) - (K).

The claim in this proceeding relates to a contract between the parties for exterior waterproofing work at the Claimant's home. The ALJ found that the Contractor's performance under the contract was incomplete because the Contractor did not perform two line items on the parties' contract, the removal and reattachment of a deck and the installation of a post. *ALJ's Proposed Decision* p. 6.

On exception, the Claimant argued that the ALJ erred in finding that the work the Contractor performed was not unworkmanlike or inadequate because she hired the Contractor to stop a water leak, and the Contractor did not stop the water leak. The Commission finds no error. As the ALJ noted, the Claimant represented to the Contractor that the leak began after another contractor had performed work on her deck and attributed the leak to poor work performed by the other contractor. The Contractor then inspected the prior contractor's work, discovered that the other contractor had not installed flashing that should have been installed, and proposed to and did install the flashing. Eventually, a third contractor discovered that the leak was coming from around a door, which was unrelated to the first contractor's work on the Claimant's deck, and that the necessary repair was outside the scope of the parties' contract. In addition, there is no evidence in the record that the work the Contractor performed was unworkmanlike or inadequate.

The Contractor argued that the ALJ erred by considering a \$200 tip that the Claimant paid him in addition to the contract price when calculating the Claimant's actual loss. Again, the Commission finds no error. The ALJ properly applied COMAR 09.08.03.03B(3)(b) to calculate the Claimant's actual loss because the Claimant did not solicit another contractor to complete work

not performed by the Contractor or to correct deficient work performed by the Contractor, rather, she hired another contractor to perform a different scope of work. Under COMAR 09.08.03.03B(3)(b), a claimant's actual loss is "the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor." It does not distinguish between amounts paid toward the contract price and voluntary payments such as tips and bonuses.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 17<sup>th</sup> day of January 2024, **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 \$594.12 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.

*Michael Newton*

**Chairperson – Panel  
Maryland Home Improvement  
Commission**