

**IN THE MATTER OF THE CLAIM
OF DONVAN & KIMBERLY
BOOZER,**

CLAIMANTS

**AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR**

**OMISSIONS OF AARON BONILLA,
T/A PEARL CONTRACTING, LLC,**

RESPONDENT

*** BEFORE JENNIFER M. CARTER JONES,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS**

*** * * * ***

PROPOSED DECISION

**STATEMENT OF THE CASE
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STATEMENT OF THE CASE

On September 13, 2019, Donovan A. Boozer, Sr. (Claimant D. Boozer) and Kimberly Boozer (Claimant K. Boozer) (collectively, Claimants) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department), for reimbursement of \$18,000.25 for actual losses allegedly suffered as a result of a home improvement contract with Aaron Bonilla, trading as Pearl

Contracting, LLC (Respondent).¹ On September 3, 2021, the MHIC issued a Hearing Order on the Claim. On September 5, 2021, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On February 17, 2022, I held a hearing by video.² Andrew Brouwer, Department Assistant Attorney General, represented the Fund. Arya S. Bagheri, Esq., represented the Claimants. The Respondent represented himself.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure.³

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 Claimants:

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|----------|--|
| CL Ex. 1 | Contract, dated February 17, 2019 |
| CL Ex. 2 | Copies of the following checks made payable to the Respondent: Check 151 for \$8,816.62, February 17, 2019; Check 152 for \$7,718.20, March 7, 2019; Check 153 for \$4,840.00, March 21, 2019; and Check 157 for \$6,185.00, April 4, 2019 |
| CL Ex. 3 | Copy of the Claimant K. Boozer's statement with Navy Federal Credit Union for dates including February 12, 2019 through April 11, 2019 |
| CL Ex. 4 | Photographs (14) of the interior of the Claimants' home, taken in summer 2019 |

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

² Bus. Reg. §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1).

³ Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 09.01.03; and COMAR 28.02.01.

- CL Ex. 5 Estimate from Maryland Contracting and Design, undated
- CL Ex. 6 Letter from Karl Lipscomb, Personal Touch Plumbing, addressed to "To Whom It May Concern," July 10, 2020
- CL Ex. 7 Invoice from Personal Touch Plumbing, July 10, 2020
- CL Ex. 8 Letter from the Department to the Respondent, July 2, 2019

I admitted the following exhibits offered by the Respondent:

- Resp. Ex. 1 Copies of text messages between the Claimants and the Respondent for dates including April 11, 2019 through June 17, 2019
- Resp. Ex. 2 Letter, undated, and photograph of the Claimants' basement, undated

I admitted the following exhibits offered by the Fund:

- Fund Ex. 1 MHIC Hearing Order, September 3, 2021
- Fund Ex. 2 OAH Notice of Remote Hearing, January 10, 2022
- Fund Ex. 3 Emails between Mr. Bagheri, Mr. Brower, the Respondent, December 20 and 21, 2021
- Fund Ex. 4 OAH Notice of Hearing, September 21, 2021
- Fund Ex. 5 Letter from the MHIC to the Respondent, September 20, 2019, with attached Home Improvement Claim Form, September 13, 2019
- Fund Ex. 6 Respondent's Licensing History, December 10, 2021
- Fund Ex. 7 Affidavit of David Finneran, December 17, 2021
- Fund Ex. 8 MHIC Hearing Order, January 20, 2021
- Fund Ex. 9 OAH Notice of Remote Hearing, February 9, 2021
- Fund Ex. 10 Revocation of Delegation of Authority, March 2, 2021

Testimony

Claimant D. Boozer testified on behalf of the Claimants.

The Respondent testified on his own behalf.

The Fund did not present any witnesses.

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 under MHIC license number 01 116045.

2. On February 17, 2019, the Claimant and the Respondent entered into a contract (Contract) in which the Claimant agreed to pay the Respondent \$25,394.39 to renovate the basement in the Claimants' home in Clinton, Maryland (the Property), including, as relevant, the following:

- Gut basement
- Replace all wall wood paneling with required gypsum board
- Install new recessed light in ceiling with appropriate switches
- Frame new right side entrance to the basement living room
- Frame new walk-in closet in [rear] of current bar
- Demo existing bathroom, install soaking tub, build new shower, replace toilet and vanity
- Reconfigure and semi-finish laundry room (clean up plumbing lines, finish ceiling)
- Prime walls and ceilings to clients' desired colors
- Customer shall purchase sink, vanity cabinet, and faucet.⁴

3. The Contract specified that the Respondent would begin the basement renovations on March 4, 2019 and complete the project by April 12, 2019.

4. The Contract provided that the Respondent was not "responsible for delays resulting from: additional work requests, weather conditions, additional required work due to unforeseen issues (structural, plumbing, electrical, mold, pest infestation)."⁵

5. The Claimants purchased the bathroom vanity, faucets, bathtub, and toilet. The Respondent purchased most of the bathroom, bedroom, and living area flooring, and drywall.

⁴ CL Ex. 1.

⁵ *Id.*

6. Before the Respondent began working on the basement bathroom, he shared drawings displaying the measurements of the space and the placement of the fixtures with the Claimants (original plan). The Claimants affirmed with the Respondent that the measurements depicted in the drawings were accurate.

7. The Respondent began working on the home improvement project on March 4, 2019, as specified in the Contract.

8. In addition to the scope of work in the Contract, the Respondent installed a water heater and fixed a leak under the sink in the Claimants' kitchen, for which the Claimants paid \$2,165.43.⁶

9. Before installing the water heater and fixing the leak, the Respondent advised the Claimants how much it would cost for those jobs. The Claimants agreed to that amount.

10. The Respondent and the Claimant did not amend the Contract or enter into a change order for the installation of the water heater and kitchen plumbing.

11. In early April 2019, the Respondent began working on the basement bathroom. As part of that work, he framed the shower according to the measurements and specifications contained in the original plan the Claimants had approved.

12. Once the shower was framed, the Claimant D. Boozer asked the Respondent to make the shower larger.

13. In response to Claimant D. Boozer's request that he make the shower larger, the Respondent reconfigured the bathroom to accommodate a larger shower. To increase the size of the shower, the Respondent had to resituate the bathtub and the sink and extend a wall.

14. The Respondent also had to use a different floor/shower pan for the larger shower.

⁶ The Claimants purchased the hot water heater.

15. The Respondent provided the Claimants with a drawing of the new bathroom configuration (revised plan) before he reconfigured the bathroom to accommodate the larger shower. The Respondent agreed to the revised plan.

16. By text message on April 12, 2019, the Respondent advised Claimant D. Boozer that he would have to purchase additional materials to install the new shower and rearrange the bathroom fixtures as specified in the revised plan. Claimant D. Boozer returned the Respondent's text and advised that the Claimants were "completely tapped out."⁷ The Respondent replied that he would "work his magic."⁸

17. Later on April 12, 2019, the Respondent sent a text to Claimant D. Boozer stating "I'm doing the calculations for the new design and the modification will actually make for a nicer tile layout."⁹

18. On April 13 and 14, 2019, Claimant D. Boozer and the Respondent had the following conversation via text messages:

(Claimant D. Boozer)

Hay Aaron just wanted to try to get a gage on an estimated date of completion for our renovation. We have some items being shipped from our parents and we didn't want to have it prematurely delivered. They asking us ASAP

(Respondent)

I think the 26 is a safe number because I have to hand mix and build the new shower-pan and that usually takes a few days. Im definitely trying to complete it sooner to have you and your family more comfortable but I don't want to make a false promise either.¹⁰

19. The Respondent performed some of the work as specified in the Contract. He ran electrical wiring for basement living area and bedroom and installed plumbing for the bathroom

⁷ Resp. Ex. 1.

⁸ *Id.*

⁹ *Id.*

¹⁰ Text messages reproduced verbatim, including errors.

and laundry area. The Respondent also installed drywall and ceiling lights in the basement living space.

20. The Respondent did not finish the electrical work or plumbing work.

21. The Respondent had obtained the tile for the bathroom floor and hardwood laminate for the basement bedroom and living space. He did not, however, install that tile or hardwood laminate.

22. On May 13, 2019, Claimant D. Boozer and the Respondent had the following conversation via text messages:

(Claimant D. Boozer)

Aaron, we need to do better. the no shows have gotten ridiculous. That only pushes the project back further along. We're going well past the expected time frame. I thought we had open communication? I need you or someone here tomorrow so this can get finished.

(Respondent)

I'm sorry Donovan, I have 2 broken down trucks right now. I'm doing the best I can to keep the lights on at Pearl and also raise money for material I need. I promise you that missed days are not for laziness or plain missing work. It is extremely embarrassing for me since I've never been in this situation but I am going 100mph to keep it all together.¹¹

23. On May 28, 2019, Claimant D. Boozer and the Respondent had the following conversation via text messages:

(Claimant D. Boozer)

Good Evening Aaron, we really need you to make more of an effort to finish this project ASAP. You told my wife you'd be finish by the end of the week.. that then turned into you'd come pass this weekend, obviously that never happen. We're at the point of seeking other legal alternatives. You've been paid the full amount as it states in our contract without delay and we'd appreciate complete full service. No more no shows. We've been more than patient and understanding but it seems you be taken advantage of. You don't even make an effort to contact us anymore. Our accommodations are beyond the point of tolerable and we will not continue. There is no toilet, tub or sink and no actual date of finalization for this project in sight. This is very difficult for me to advise being that I felt we connected. Nevertheless, we expect you'll be here tomorrow and there on until you see this project through.

¹¹ *Id.* Text messages reproduced verbatim, including errors.

(Respondent)

Hey Donovan I had a few setback this weekend too. The truck is back at the shop and I just got back from the dealer. I appreciate the patience I really do but I'm having more setbacks at a rate I've never had before. I will complete as much as I can as fast as I can. I will finish the project and I want to see it done. When I mentioned to you about additional costs for the change of the layout from the original plan I was not being greedy or taking advantage. It was 1. An actual change order and 2. An actual need of extension for the budget. Plumbing lines needed to be changed. More Pex was necessary. Drains needed to be changed and dug back out and relocated. More tile in the shower and more mortar. The shower pan had to be hand built. More material for building the shower walls were necessary. More waterproofing membrane. The Closets for the dead space needed to be built and weren't on original plans. Electrical plans changed. The back wall had to be Demod and rebuild. Which also means more floor tile will be necessary = more material to install the tile. More time meant more travel and more fuel. Essentially a full bathroom was demod to be relocated again.

I too felt we connected which is why I tried to fund the final stretch for the change order but everything fell through on other projects. I broke my own policy to try to finish this assignment. I understand this is not something comfortable to talk about but guys will not work for free like I have been to finish a project. I really do appreciate you and your family which is why I won't quit but I am honestly at the point where im barely able to pay bills. Again I was never being greedy or trying to take advantage, just trying to have enough to pay helpers to help me finish the project. And this unfortunately is the severity of not enforcing change orders

I do sincerely apologize for the inconvenience and I honestly do understand the stress of it. But I did try to take care of things and it has put me in a horrible spot in business and in my personal life. And I am willing to share this info with you because of the appreciation I have for you.¹²

24. On June 7, 2019 at 7:03 a.m., the Respondent advised Claimant D. Boozer by text that he would be at the Property to complete some work on the basement project. Claimant D. Boozer advised the Respondent that the Claimants had left for the day and would not be able to return until later that evening.

25. On June 17, 2019 at 6:17 a.m., the Respondent advised Claimant D. Boozer that he wanted to work on the basement project that day. He requested that the Claimants leave the deadbolt unlocked. The Claimants did not respond to the Respondent's text.

¹² *Id.* Text messages reproduced verbatim, including errors.

26. The Claimant paid the Respondent a total of \$27,559.82, including the work for the basement, the kitchen leak, and the installation of the water heater.

27. On or about July 10, 2020, the Claimants entered into a contract with Karl Lipscomb of Personal Touch Plumbing to remove the basement drywall and ceiling to remedy an ‘incorrect water pipe’¹³ and an ‘incorrect waste pipe;’¹⁴ at a cost of \$3,500.00; install new water lines and waste lines for the shower, tub, sink and toilet, at a cost of \$1,800.00; and trim the vanity and install a tub, toilet, shower diverter at a cost of \$1,800.00. Mr. Lipscomb charged the Claimants \$500.00 for materials.

DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence.¹⁵ 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.¹⁶

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.”¹⁷ “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.”¹⁸ Furthermore, “[t]he [MHIC] may deny a claim if the [MHIC] finds that the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim.”¹⁹

For the following reasons, I find that the Claimants have failed to prove eligibility for compensation from the Fund.

¹³ CL Ex. 7.

¹⁴ *Id.*

¹⁵ Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov’t § 10-217 (2021); COMAR 09.08.03.03A(3).

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

¹⁷ Bus. Reg. § 8-405(a); *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.”).

¹⁸ Bus. Reg. § 8-401.

¹⁹ Bus. Reg. § 8-405(d).

The Claimants' position

The Claimants assert that the Respondent framed a shower that was too small. To that end, Claimant D. Boozer testified that he told the Respondent that he and his wife wanted a shower that was large enough to sit down;²⁰ however, after the Respondent framed the shower, Claimant D. Boozer decided that the shower was too small and the Respondent would have to enlarge the shower. Claimant D. Boozer conceded that the Respondent provided him with the measurements and specifications for the shower before he began constructing it, but argued that regardless of those measurements, the shower was too small. As the Respondent knew he wanted a shower large enough to allow him to sit down, Claimant D. Boozer asserts that the Respondent should have known the shower measurements were too small to meet his specific request.

Claimant D. Boozer further testified that on numerous occasions, the Respondent did not show up when he was scheduled to work on the basement, and he often requested extensions to complete work he promised to have completed earlier. According to Claimant D. Boozer the Respondent told him that he was unable to complete the work on the basement because he had run out of money and the Respondent never returned to complete any work at the Property after May 2019. Accordingly, the Claimants entered into a contract with Mr. Lipscomb for \$8,350.00 to replace water and waste pipes which Mr. Lipscomb determined the Respondent installed incorrectly, trim the vanity, and install a tub, toilet, and shower diverter. Claimant D. Boozer testified that he finished the rest of the basement with the help of family and friends.

The Claimants assert that they have experienced an actual loss in the amount of \$18,000.25, comprised of the \$8,350.00 they paid Mr. Lipscomb and the additional money it cost to complete the basement renovation.

²⁰ It is unclear if the Claimants intended to install a seat in the shower.

The Respondent's position

The Respondent argues that he did not abandon the home improvement work on the Claimants' basement. Furthermore, the Respondent testified that he advised Claimant D. Boozer that he would need funds related to the enlargement of the shower to purchase extra tile, drywall, labor, and a new shower pan to replace the one he had built by hand for the original shower. According to the Respondent, he would also have to remove some of the plumbing for the vanity to accommodate a smaller vanity. The Respondent testified that he gave Claimant D. Boozer an estimate of the amount he would need to change the bathroom layout.

The Respondent further testified that he had to extend the bathroom wall by three feet and reroute plumbing and electrical wiring to make room for the larger shower the Claimants requested. The Respondent asserted that he asked Claimant D. Boozer for more money to make the changes but, ultimately, he performed the labor for free because he held a lot of respect for the Claimants, as they served in the military and had kids, so he did his best to finish the project on his own despite monetary setbacks. The Respondent conceded that he did not draft a change order noting the costs associated with enlarging the shower, but he testified that he tried to come to an agreement with the Claimants about an acceptable amount for the alterations. He also pointed out that the Claimants readily paid him \$2,165.43 to install the hot water heater and fix the leak in the kitchen without a change order, so he had reason to believe they would pay him for the materials necessary for the bathroom alterations. The Respondent also conceded that the project was taking longer than he expected, but he could not afford to pay additional workers to assist him because he was not charging anything for labor.

Furthermore, the Respondent testified that in order to appease the Claimants, he advised Claimant D. Boozer that he would work on the project as long as he had materials at hand, but eventually, to change the bathroom layout, he would have to purchase more materials and charge

them more money. The Respondent testified that in response to that advisement, Claimant D. Boozer told the Respondent to do as much as he could with the materials he had. The Respondent explained that once he had exhausted all of the available materials, he intended to advise the Claimants that he needed more money to complete the project in light of the changes. If they were unable or unwilling to purchase more materials or pay him to purchase more materials he would have to stop working on the project at that point.

Regarding the plumbing, the Respondent conceded that there was more plumbing to be completed before he stopped working on the project. Some of that plumbing work resulted from the change to the bathroom layout and other plumbing work the Respondent had not had an opportunity to finish. These unfinished plumbing jobs are the ones Mr. Lipscomb identified as improperly installed and the Respondent testified that he would have completed that plumbing if the Claimants had allowed him to finish the project. The Respondent testified that he would have completed these plumbing aspects of the project if the Claimants were willing to pay for the changes to the bathroom layout.

Contrary to Claimant D. Boozer's testimony, the Respondent testified that he never told the Claimants he could not complete the basement renovation. To that end, the Respondent testified that he called the Claimants numerous times between June 7 and June 17, 2019, and tried to get into the Property, but the Claimants locked him out. According to the Respondent, he left many of his tools and machinery at the Claimants' Property, including a shop vac, extension cord, trowels, a floorboard cutter, drills, lights, shovels, and a dolly because he fully intended to complete the project. The Respondent testified that the Claimants did not respond to his last text on June 17, 2019, so he assumed they no longer intended for him to complete the project.

Analysis

There is no dispute that the Respondent provided the Claimants with a copy of the original plan for the basement bathroom, including the dimensions for the shower. There is also no dispute that the Claimants had an opportunity to review that original plan, including the shower dimensions, and either agree to the original plan or request an amendment. The Claimants agreed to the original plan. I have no doubt that Claimant D. Boozer wanted the Respondent to construct a shower that would allow him to sit down; however, other than testifying that he felt the original shower the Respondent constructed was too small, Claimant D. Boozer offered no evidence that he would have been unable to sit in the shower. Moreover, the Claimants had an opportunity, *before* the Respondent constructed the original shower, to fully review the measurements and determine if those measurements met their expectations. They did not do so. Accordingly, the Claimants' decision to enlarge the shower after the Respondent had already constructed the original shower constituted a change to the scope of work contained in the contract.

I find credible the Respondent's testimony that the change resulted in an additional cost. According to the amended plan, the tub and vanity had to be relocated and the Respondent had to extend a bathroom wall, requiring revised plumbing, electricity, and floor tiling, in addition to extra framing and drywall. Despite the additional cost for these changes, the parties agree that the Respondent reconfigured the bathroom using materials he had on hand, charging nothing for labor.

I also find credible Claimant D. Boozer's testimony that the Respondent was not consistent in working on the basement project and failed to perform work on the project on days he was scheduled to do so. However, I find it reasonable to conclude that the Respondent's finances were impacted by the Claimant's refusal to pay the amount necessary to change the

bathroom layout. This impact was compounded by the fact that any time he spent working on the Claimants' bathroom for free precluded him from working on projects that would yield income. It is also reasonable to conclude that if the Claimants had paid for the changes to the bathroom configuration, the Respondent would have been in a better position to hire additional personnel to work with him to complete the project. Accordingly, I conclude that the extension of the project timeframe occurred, in part, because the Respondent was compelled to perform the labor for free.

I also conclude that although the timeline for completing the project was extended, the Respondent continued to make efforts to work on the project. The Claimants and the Respondent entered into the Contract in February 2019, for work to begin on March 4 2019 and be completed April 12, 2019. The Contract specifically noted that the Respondent was not "responsible for delays resulting from . . . additional work requests."²¹ There is no question that the Claimants' request that the Respondent alter the shower configuration from the original plan constituted an additional work request. This is especially so because it required the Respondent to rewire the electricity, reconfigure the plumbing, revise the tile installation and extend the bathroom walls. Even if the Respondent was able to have additional personnel to help him with the installation, it is wholly reasonable to conclude that the April 12, 2019 project completion date would have been extended. As I have stated, the Claimants refused to pay the Respondent for the alterations to the bathroom and the Respondent resorted to providing the labor for those alterations for free. As he was unable to pay additional personnel to assist him in completing the Claimants' bathroom, it is understandable that the completion date would be even further extended from the original April 12, 2019 completion date.

²¹ CL Ex. 1.

Claimant D. Boozer testified that the Respondent told him he would be unable to complete the project as outlined in the Contract and stopped working in May 2019. The Respondent testified that he never made that statement, but rather, he continued to attempt to contact the Claimants to finish the work to the extent that he was able with the materials on hand. I have reviewed the text messages between Claimant D. Boozer and the Respondent, and on June 7 and 17, the Claimant requested access to the Property to continue to work on the home improvement project. According to the Respondent, the Claimant never responded to his requests. The Claimant's unchallenged testimony that he left a number of his tools at the Property corroborates his assertion that he intended to complete as much of the project as he could with the materials on hand but the Claimant refused to allow him to do so. Accordingly, I conclude that the Claimants unreasonably rejected the Respondent's good faith effort to resolve the issues addressed in the claim.²²

Furthermore, the Claimants have failed to prove a compensable loss because they have failed to offer competent evidence that the work the plumber, Mr. Lipscomb, completed exceeded the amount the Claimants would have owed the Respondent if they agreed to pay him for the bathroom alterations.²³

For the reasons stated above, I conclude that the Claimants are precluded from compensation from the Fund by section 8-401 of the Business Regulation Article because they have failed to prove they experienced an actual loss as a result of the Respondent's acts or

²² Bus. Reg. § 8-405(d).

²³ As stated above, Claimant Boozer completed the rest of the basement renovation with the assistance of family members and friends. Claimant Boozer did not assert that he is a contractor licensed with the MHIC or offer evidence that any of his family members or friends are licensed contractors. As the Fund will only compensate claimants for work performed by *licensed* contractors, the Claimants are not eligible for compensation related any labor they, their friends, and their family members expended in completing the basement. See COMAR 09.08.01.03 (All contractors and salesmen required to be licensed shall have licenses). The Claimants are potentially eligible for reimbursement for any materials they purchased to finish the basement, but they did not provide any evidence of this amount.

omissions. I further conclude that the Claimants are precluded from compensation from the fund by section 8-405(d) of the Business Regulation Article because they unreasonably rejected the Respondent's good faith efforts to resolve the issues raised in the Claimant's claim.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimants have not sustained an actual and compensable loss as a result of the Respondent's acts or omissions.²⁴ I further conclude that the Claimants are not entitled to recover any amount from the Fund.²⁵

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund deny the Claimant's claim; and

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

May 17, 2022
Date Decision Issued



Jennifer M. Carter Jones
Administrative Law Judge

JCJ/cj
#198230

²⁴ Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03A(3).

²⁵ Md. Code Ann., Bus. Reg. §§ 8-405 (d) (2015).

PROPOSED ORDER

WHEREFORE, this 20th day of July, 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.

J Jean White

I Jean White

Panel B

**MARYLAND HOME IMPROVEMENT
COMMISSION**