



STATE OF MARYLAND
DLLR

DEPARTMENT OF LABOR, LICENSING AND REGULATION

Maryland Home Improvement Commission
500 N. Calvert Street, Room 306
Baltimore, MD 21202-3651
Stanley J. Botts, Commissioner

**IN THE MATTER OF
OF GLENN CRUSSE
t/a CRUSSE CONSTRUCTION
AND THE CLAIM OF
EVELYN ALMACEN
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND**

* **MARYLAND HOME
IMPROVEMENT COMMISSION**
*
* **MHIC CASE NO. 08 (05) 942**

* * * * *

FINAL ORDER

**WHEREFORE, this 8TH day of March, 2011, Panel B of the Maryland
Home Improvement Commission ORDERS that:**

- 1) The Findings of Fact of the Administrative Law Judge are Affirmed.**
- 2) The Conclusions of Law of the Administrative Law Judge are Affirmed.**
- 3) The Recommended Order of the Administrative Law Judge is Amended
as follows:**
 - A) The recommendation to award the Claimant \$20,000.00 from the
Home Improvement Guaranty Fund is Affirmed.**
 - B) The total Civil Penalty imposed on the Respondent is Amended
to \$2,000.00.**
 - C) The recommendation to Suspend the home improvement contractor
license of the Respondent for 30 days is Reversed.**

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- 4) **This Final Order shall become effective thirty (30) days from this date. During the thirty (30) day period, any party may file an appeal of this decision to Circuit Court.**

Joseph Tunney _____
Chairperson - Panel B
MARYLAND HOME IMPROVEMENT
COMMISSION

THE MARYLAND HOME	* BEFORE UNA M. PEREZ,
IMPROVEMENT COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
GLENN CRUSSE, T/A CRUSSE	* OF ADMINISTRATIVE HEARINGS
CONSTRUCTION, RESPONDENT	* OAH No.: DLR-HIC-04-09-38916
AND THE CLAIM OF	* MHIC No.: 08 (05) 942 ¹
EVELYN ALMACEN	*
AGAINST THE MARYLAND HOME	*
IMPROVEMENT GUARANTY FUND	*
FOR THE RESPONDENT'S ALLEGED	*
ACTS OR OMISSIONS	*

* * * * *

RECOMMENDED DECISION

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

STATEMENT OF THE CASE

On October 31, 2007, Evelyn Almacen (Claimant) filed a complaint with the Maryland Home Improvement Commission (MHIC) against Glenn Crusse, t/a Crusse Construction (Respondent). On January 7, 2008, the Claimant also filed a claim against the MHIC Guaranty Fund (Fund) for reimbursement of \$23,450.00 for actual losses allegedly suffered as a result of a home improvement contract with the Respondent.

¹ Some MHIC documents also show the claim number as 08 (75) 942. See, e.g., HIC Ex. #2

On September 23, 2009, the MHIC issued a Statement of Charges (Charges) against the Respondent, alleging that the Respondent violated the Maryland Home Improvement Law. Md. Code Ann., Bus. Reg. §§ 8-101 through 8-623 (2010).² The Charges alleged violations of sections 8-311(a)(10), 8-501(c)(1)(iii), 8-501(c)(1)(viii), and 8-616 of the Business Regulation Article, Annotated Code of Maryland.

I held a hearing on March 1, 2010 at the County Office Building in Largo, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a) and 8-407(c)(2)(i). Jessica Berman Kaufman, Assistant Attorney General, represented the MHIC. The Claimant represented herself. The Respondent represented himself. Eric B. London, Assistant Attorney General, represented the Fund.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation, and the Rules of Procedure of the Office of Administrative Hearings govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02.01, and 28.02.01.

ISSUES

1. Did the Respondent use a contract form which failed to contain one or more items required by law?
2. Did the Respondent fail to comply with a lawful order or requirement of the MHIC?
3. Did the Respondent perform an unworkmanlike, inadequate and/or incomplete home improvement, thereby demonstrating a lack of competence?
4. If the answers to questions 1, 2 and 3 are in the affirmative, what sanctions and/or penalties are appropriate? and
5. Did the Claimant sustain an actual loss compensable by the Fund?

² In this decision, all references to the Business Regulation Article will be to the 2010 Replacement Volume.

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the MHIC:

- HIC Ex. #1 Notice of Hearing, October 30, 2009, with certified mail return receipts
- HIC Ex. #2 Transmittal with Home Improvement Claim Form and Statement of Charges
- HIC Ex. #3 License History for the Respondent, printed February 19, 2010
- HIC Ex. #4 Affidavit of Fred Willig, Chief Investigator, February 26, 2010, with Exhibit
- HIC Ex. #5 Handwritten Quotation, reflecting payment schedule, undated
- HIC Ex. #6 Crusse Construction Agreement, January 31, 2007
- HIC Ex. #7 Chart of Payments made by the Claimant to the Respondent, with documentation
- HIC Ex. #8 Letter from the Respondent to the Claimant, June 12, 2007, with attachment
- HIC Ex. #9 Letter from the Claimant to the Respondent, June 14, 2007, with attachments
- HIC Ex. #10 Packet of copies of ten printed photographs, A-J
- HIC Ex. #11 Handwritten agreement, August 15, 2007
- HIC Ex. #12 Packet of photographs taken October 21, 2007, A-T
- HIC Ex. #13 MHIC Complaint Form, October 25, 2007, with attachment
- HIC Ex. #14 Copies of three printed photographs, A-C
- HIC Ex. #15 Crusse Construction Agreement Payment Schedule

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. #1 Written Opening Statement
- Cl. Ex. #2 Proposal from H & C Home Improvement, LLC, July 10, 2009

I admitted the following exhibits on behalf of the Respondent:

- Resp. Ex. #1 Response to Complaint, April 10, 2008, with handwritten cover sheet
- Resp. Ex. #2 Plumbing Proposal from Lagenfelder Mechanical, Inc., November 2, 2007

I admitted the following exhibit on behalf of the Fund:

- GF #1 Receipt from Schuster Concrete, July 30, 2007

Testimony

The MHIC presented the testimony of the Claimant, who also testified on her own behalf.³

The Respondent testified on his behalf. The Fund did not present any witnesses.

FINDINGS OF FACT

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

³ The Claimant requested subpoenas for three additional witnesses. They appeared, but she chose not to call them.

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01-88088. HIC Ex. #3.
2. On or about January 31, 2007, the Claimant⁴ and the Respondent entered into a home improvement contract, captioned Construction Agreement (Contract). HIC Ex. #6.
3. The scope of the Contract was to construct a 17' by 18' addition to the Claimant's home, consisting of a new master bedroom and bathroom, and to install a bathroom inside an existing utility room. Cl. Ex. #1; HIC Ex. #6.
4. After some proposals and counter-proposals, the parties agreed on a contract price of \$45,000.00. HIC Ex. ##5 and 6.
5. The payment terms were as follows: \$15,000.00 deposit upon signing the Contract; five payments of \$3,000.00 payable as various phases of the project were completed; and \$15,000.00 payable in monthly installments of \$1,000.00, beginning on or about March 31, 2007. HIC Ex. #6.
6. The Contract did not contain the approximate date when the performance of the home improvement work would begin and when it would be substantially completed.
7. The Contract did not contain the telephone number of the MHIC, a statement that each contractor and subcontractor must be licensed by the MHIC, or a statement that anyone may ask the MHIC about a contractor or subcontractor.
8. The Claimant paid the \$15,000.00 deposit to the Respondent on or about February 1, 2007. HIC Ex. #7.
9. In February and early March, 2007, the Claimant was concentrating on a celebration of her 40th wedding anniversary, which took place on March 10, 2007. During that time frame the Claimant was not focused on the home improvement project.

⁴ The Claimant's husband also signed the Contract

10. On March 28, 2007, the Claimant paid the Respondent \$2,300.00 by check and \$1,000.00 in cash, as installment payments. She also gave the Respondent a check for \$2,000.00, payable to Anne Arundel Plumbing. HIC Ex. #7.
11. On or about April 5, 2007, the Respondent obtained a permit necessary to begin work.
12. On April 7, 2007, the Respondent was involved in an accident on an all-terrain vehicle. He sustained injuries and later developed an infection.
13. On April 9, 2007, the Respondent's agents or employees began work on the project, knocking down the fence around an existing concrete slab.
14. Later in April, the Respondent's agents or employees began digging the footers for the addition. Some delay was caused by the need to rent a stump grinder to remove a stump that the Respondent had overlooked. The stump grinder cost the Respondent \$1,000.00.
15. The Claimant paid the Respondent \$1,000.00 on April 19, 2007 and \$1,000.00 on May 1, 2007.
16. After two failed inspections, the footers passed inspection on June 5, 2007.
17. On June 12, 2007, the Respondent wrote to the Claimant. He demanded payment for the footers (\$3,000.00) and past due installment payments totaling \$2,000.00 before he would do any further work. HIC Ex. #8.
18. The Claimant wrote to the Respondent on June 14, 2007, expressing her dissatisfaction with the progress of the work, including but not limited to the fact that there was a hole in the ground, filling up with water and attracting rodents and insects. HIC Ex. #9.
19. With her June 14, 2007 letter, the Claimant included a check for \$1,000.00 for the May installment payment and a separate check for \$50.00 interest. HIC Ex. ##7 and 9.
20. The Claimant withheld the \$3,000.00 payment for the footers, in hopes of inducing the Respondent to work harder on the project. This strategy was not successful.

21. As of July 2007, the work site was essentially an open trench with metal rebar in it, and cinderblocks piled up and scattered at random. See HIC Ex. #10.
22. On August 15, 2007, the Claimant, the Respondent, the Respondent's wife, and a mutual friend, Ms. Fielder,⁵ met at the Claimant's home.
23. After some discussion, the Respondent agreed that he would finish the bathroom inside the utility room before Thanksgiving. In consideration of this agreement, the Claimant paid the Respondent \$2,100.00 (installments for June and July plus \$100.00 interest). HIC Ex. #7. Both parties agreed that the "major construction outside," as well as the monthly installments, would be held off until further notice. These agreements were written down by Ms. Fielder and signed by the Claimant and the Respondent on August 15, 2007. HIC Ex. #11.
24. On or about August 8, 2007, Ms. Fielder, on behalf of the Claimant, gave the Respondent \$3,000.00 in cash for the footer payment. The Claimant later reimbursed Ms. Fielder for this payment. HIC Ex. ## 15 and 7.
25. There was no activity by the Respondent at the work site after July 27, 2007.
26. At approximately the end of October 2007, a plumbing contractor came to the work site. The plumber dug a hole in the utility room and inserted some pipes. See HIC Ex. #14.
27. The Respondent never finished the bathroom.
28. The Claimant filed a complaint with the MHIC on October 25, 2007. HIC Ex. #13. She filed her claim with the Fund on January 11, 2008. HIC Ex. #2.
29. Fred Willig, Chief Investigator for the MHIC, wrote to the Respondent on March 27, 2008, requesting a response to the complaint within fourteen days. HIC Ex. #4. Mr. Willig also

⁵ The Claimant testified that she and her husband, the Respondent's wife, and Ms. Fielder are all from the Philippines and have social connections.

left three telephone messages for the Respondent. *Id.* As of February 26, 2010, the Respondent had not provided a response to the complaint. *Id.*

30. The Respondent was paid \$28,450.00 by or on behalf of the Claimant. HIC Ex. #7.

31. On July 10, 2009, H & C Home Improvement, LLC (H & C) estimated the cost of completing the Claimant's home improvement project at \$64,865.00. Cl. Ex. #2. H & C estimated the value of the work performed by the Respondent at \$3,500.00. *Id.*

32. The Claimant is not soliciting another contractor to complete the Contract.

33. The Claimant's actual loss is \$23,950.00.

DISCUSSION

A. Regulatory Charges

As the moving party, the MHIC has the burden of proof to demonstrate, by a preponderance of the evidence, that the Respondent committed the violations contained in its Statement of Charges and Order for Hearing. Md. Code Ann., State Gov't 10-217 (2009); *Comm'r of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996).

The Respondent admitted to two of the charges. First, he acknowledged that the Contract does not state the date when the work is to begin, or when it will be substantially completed, in violation of section 8-501(c)(1)(iii) of the Business Regulation Article. Second, he conceded that the Contract does not contain the telephone number of the MHIC, a statement that contractors and subcontractors must be licensed by the MHIC, or a statement that anyone may ask the MHIC about a contractor or subcontractor, all in violation of section 8-501(c)(1)(viii).

As to the start and end dates, the Respondent argued that the Claimant asked him to wait until after her 40th wedding anniversary celebration, which took place on March 10, 2007. This may be so, but it is irrelevant. A waiting period, even at the customer's request, did not prevent the Respondent from inserting an approximate start date, such as April 1, 2007, and a date of substantial

completion.⁶ The Respondent did not even address the omission of the required information concerning the MHIC. I find that the MHIC has sustained its burden to prove violations of section 8-501(c)(1)(iii) and (viii).

The Respondent disputed the regulatory charge that he failed to comply with a lawful order of the MHIC, specifically the requirement of a response to the complaint, in violation of section 8-616. MHIC Investigator Fred Willig did not testify, but his Affidavit states that the Respondent never submitted a written response or responded to Mr. Willig's several telephone messages. HIC Ex. # 4. The Respondent testified that he sent a response by facsimile to Mr. Willig on or about April 8, 2008. Resp. Ex. #1 purports to be that response and a cover sheet.

I do not find the Respondent's testimony credible on this point. The typed letter does not have a facsimile "leader" showing a telephone number and date and time of transmission. The document that purports to be the cover sheet is a simple white sheet with only the handwritten notations "Att: Fred Willing [sic]" on one side and "Att: Fred Willg [sic]" on the other. It also lacks a facsimile "leader" showing a telephone number and date and time of transmission. Moreover, the Respondent did not produce a confirmation that the facsimile was in fact transmitted to the MHIC on April 8, 2008, the date of the letter, or at any other time. There is simply no credible evidence that Resp. Ex. #1 is a copy of an authentic facsimile transmission from the Respondent to Mr. Willig. Therefore, I find that the MHIC has sustained its burden to prove a violation of section 8-616.

The fourth regulatory charge is that the Respondent lacks competence, as shown by the performance of an unworkmanlike, inadequate, or incomplete home improvement, in violation of section 8-311(a)(10). For the reasons discussed more fully below under section C, Fund Claim, I find that the MHIC has also sustained its burden to prove a violation of section 8-311(a)(10).

⁶ There is not even a place on the Contract to insert approximate start and completion dates. See HIC Ex. #6

B. Penalties

Because the charged violations have been proven, the Respondent is subject to sanctions and/or a civil penalty, in the MHIC's discretion. Md. Code Ann., Bus. Reg. §§ 8-311 and 8-620. The civil penalty may not exceed \$5,000.00 per violation, and the following factors shall be considered by the MHIC in assessing a penalty:

- (1) the seriousness of the violation;
- (2) the good faith of the violator;
- (3) any previous violations;
- (4) the harmful effect of the violation on the complainant, the public, and the business of home improvement;
- (5) the assets of the violator; and
- (6) any other relevant factors.

Md. Code Ann., Bus. Reg. §8-620(b).

For the regulatory violations, the MHIC recommended a thirty-day suspension of the Respondent's license, as permitted by section 8-311(a)(10) and (11). The MHIC argued that this sanction was justified by the fact that the Respondent showed very little good faith in his dealings with both the Claimant and the MHIC. I agree; the Respondent did not even attempt to comply with the most rudimentary regulatory requirements concerning the contents of a home improvement contract. Further, he did not furnish a timely response to the MHIC, nor did he make any attempt to respond to the Claimant's concerns.

It was clear from his presentation at the hearing that the Respondent's position is that the Claimant was in material breach of the Contract, and that he therefore had no further obligation. While that argument might be relevant in an action at law, it does not justify the Respondent's leaving the Claimant with a useless hole in the ground, after the Claimant paid him \$28,450.00.

With regard to civil penalties, the MHIC recommended the following: for the violation of section 8-311(a)(10) (lack of competence), \$5,000.00; for the violations of section 8-501(c)(1)(iii) and (viii) (required contract provisions), \$250.00 each; and for the violation of section 8-616 (failure

to comply with an order of the MHIC), \$1,000.00. The MHIC emphasized the seriousness of the violations, the relative absence of good faith by the Respondent, and the harmful effect of the violations on the Claimant, the public, and the business of home improvement. The MHIC did not offer evidence as to previous violations or the Respondent's assets.

With respect to the penalties, I agree with the MHIC's recommendations as to all except for the violation of section 8-311(a)(10). It is true, as discussed below, that the Respondent performed an incomplete home improvement and essentially abandoned the job after the footers were dug and some minor plumbing work was done by a subcontractor. It is also true that the Respondent did not return any portion of the money the Claimant paid him. In addition, the Claimant testified credibly that the Respondent promised to come to the property on October 25, 2007 but he never appeared. *See also* Cl. Ex. #1. The Claimant knew this because she asked a friend to wait at the house in case the Respondent arrived; the friend waited about four hours but the Respondent did not show up. *Id.*

Nonetheless, it is also apparent that at the inception of the relationship, both parties acted in good faith. The contract arose out of social relationships—the Respondent had done work for Mrs. Fielder, and Mrs. Fielder, the Claimant, and the Respondent's wife were all from the Philippines. The Respondent agreed to do the job for a lower price than his original quote (*See* HIC Ex. #5), and agreed to finance one third of the contract price for the convenience of the Claimant. The Claimant, for her part, paid the \$15,000.00 deposit and shortly thereafter began paying the \$1,000.00 monthly installment payments, some with interest.

The parties reached an impasse because on the one hand, the Claimant was not satisfied with the progress of the work, and on the other hand, the Respondent was not satisfied with the progress of payments, particularly the \$3,000.00 payment for the footers when approved. Even with the assistance of their mutual friend Mrs. Fielder, the parties were unable to resolve their differences.

These factors do not completely excuse the Respondent, but suggest to me that the \$5,000.00 maximum penalty is not required, especially since the Claimant has recourse to the Fund. Therefore, I recommend that the penalty for the violation of section 8-311(a)(10) be reduced to \$2,500.00. Consequently, I recommend that the Respondent be assessed a civil penalty in the total amount of \$4,000.00.

C. Fund Claim

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor....” Md. Code Ann., Bus. Reg. § 8-405(a) (Supp. 2009), COMAR 09.08.03.03B(2). Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401 (2004). For the following reasons, I find that the Claimant has proven eligibility for compensation.

First, the Respondent was a licensed home improvement contractor at the time he and the Claimant entered into the contract.

Second, the Respondent performed an inadequate or incomplete home improvement. The photographs in HIC Ex. ##10, 12, and 14 demonstrate vividly the condition in which the Claimant’s property was left after the Respondent ceased work on the project. It is obvious that the job was aborted after the payment for the footers in August 2007. Although the Respondent agreed to complete the bathroom inside the utility room by Thanksgiving 2007, the only work that was done in that regard was plumbing rough-in work in late October 2007. *See* HIC Ex. #14.

The Respondent’s basic defense to the Claimant’s claim was that she had materially breached the Contract. He relied on the cost figures in Resp. Ex. #1 to show that the value of the work he performed was approximately equal to what the Claimant had paid as of the end of

August 2007. He did not, however, provide any documents to support the figures listed. He also offered some explanation for the delays in the work, especially that he was required to remove a stump that he had overlooked initially, at a cost of \$1,000.00. He contended that he asked the Claimant to let him know by January 1, 2008 what she wanted to do, but that she never did so.

The Respondent also contended that the contract price was \$55,000.00, not \$45,000.00, and that the increase was due to the need for a "bump-out" to accommodate the new master bathroom in the addition. Some of the figures on the payment history in HIC Ex. #6 appear to have been altered in an attempt to reflect higher payments.

The documentary evidence, however, does not support the Respondent's contention as to an increase in the contract price. It is true that the Claimant's MHIC claim form shows that there was a \$15,000.00 change to the contract price, making the total \$60,000.00, a figure that neither party testified to. *See* HIC Ex. #2. I find that the Claimant proved that the contract price was \$45,000.00 and that the Respondent did not prove that there was an agreed-upon increase at any time. In any event, because of the method I will use to determine the Claimant's actual loss, below, the resolution of this factual dispute is not material to the outcome.

The Claimant having proven eligibility for compensation, I now turn to the amount of the award, if any. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney's fees, court costs, or interest. COMAR 09.08.03.03B(1). Unless a claim requires a unique measurement, actual loss is measured by one of the three following formulas:

(a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.

(b) 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.

(c) 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.

COMAR 09.08.03.03B(3). In this case, the Fund recommended that I use the second option. Because the Claimant is not soliciting another contractor to complete the contract, I agree that the appropriate formula is the one found in COMAR 09.08.03.03B(3)(b).

I must first determine the value of the work performed by the Respondent. The Claimant produced evidence that another contractor, H & C, estimated the value of the work at \$3,500.00. The Respondent argued that the value of his work was the expenditures shown in Resp. Ex. #2, totaling \$24,400.00.

Assuming for the sake of argument that the Respondent did spend that amount in connection with the Claimant's project, that does not mean that the *value* of the work is equivalent to that sum. The Claimant was left with a hole in the ground, with footers and five courses of block. H & C prepared an estimate of \$64,865.00 to complete the project, which indicates that the Claimant did not get much value for the more than half of the contract price she paid.

I accept H & C's valuation of the foundation at \$3,500.00. As argued by the Fund, I also give the Respondent credit for the \$1,000.00 he spent in connection with grinding a stump that was in the way, resulting in a total value of materials and services of \$4,500.00.

The computation under COMAR 09.08.03.03B(3)(b) is then as follows:

Amount paid to the Respondent:	\$28,450.00
Minus value of materials and services	

provided by the Respondent: - \$4,500.00
Difference (actual loss): \$23,950.00

In conclusion, based on the testimony and documentary evidence submitted, I find that the Claimant has sustained her burden of proof and that the actual loss she suffered is \$23,950.00. The Fund recommended an award in the amount of \$20,000.00, the maximum amount recoverable from the Fund. Md. Code Ann., Bus. Reg. § 8-405(c).

CONCLUSIONS OF LAW

I conclude that the Respondent violated Maryland home improvement law. Md. Code Ann., Bus. Reg. §§ 8-311(a)(10), 8-501(c)(1)(iii), 8-501(c)(1)(viii), and 8-616 (2010). The Respondent is subject to sanction. Md. Code Ann., Bus. Reg. §§ 8-311(a)(10) and (11)(2010). The Respondent is subject to civil penalties. Md. Code Ann., Bus. Reg. §§ 8-311(c) and 8-620 (2010); and the Claimant has sustained an actual loss of \$23,950.00 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. § 8-401 (2010).

RECOMMENDED ORDER

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

ORDER that the Respondent violated sections 8-311(a)(10), 8-501(c)(1)(iii), 8-501(c)(1)(viii), and 8-616; and

ORDER that the Respondent's Maryland Home Improvement Commission license be suspended for a period of thirty days following the adoption of this Recommended Order by the Maryland Home Improvement Commission; and

ORDER that the Respondent be fined \$ 4,000.00, pursuant to Md. Code Ann., Bus. Reg. § 8-620 (2010), and pay the amount of this fine to the Maryland Home Improvement Commission within thirty days of the adoption of this Recommended Order by the Maryland Home Improvement Commission; and

ORDER that the Claimant be awarded \$20,000.00 from the Maryland Home Improvement Guaranty Fund; 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 at least ten percent (10%) as set by the Maryland Home Improvement Commission; Md. Code Ann., Bus. Reg. § 8-411 (2010), and

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

May 24, 2010
Date Decision Mailed

A large, irregular black redaction mark covering the signature of the Administrative Law Judge.

Una M. Perez
Administrative Law Judge

LMP/ch
112518

PROPOSED ORDER

WHEREFORE, this 21st day of June 2010, 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.

Marilyn Jumalon

*Marilyn Jumalon
Panel B*

MARYLAND HOME IMPROVEMENT COMMISSION