

**IN THE MATTER OF THE CLAIM  
OF CHARLOTTE REIS  
AGAINST THE MARYLAND HOME  
IMPROVEMENT COMMISSION  
GUARANTY FUND ON ACCOUNT  
OF ALLEGED MISCONDUCT OF  
MARCELLIS MOSBY  
t/a MARCONEL CONSTRUCTION,  
INC., (formerly t/a NICCREE  
CONTRACTING, INC. )**

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**MARYLAND HOME  
IMPROVEMENT COMMISSION  
  
CASE NO. 321 - 2010**

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**FINAL ORDER OF DISMISSAL**

On February 23, 2010, the Claimant, Charlotte Reis (“hereinafter “Reis”), filed a claim with the Maryland Home Improvement Guaranty Fund against contractor Marcellis Mosby, t/a Marconel Construction, Inc., (formerly t/a Nicree Contracting, Inc.), (hereinafter “Mosby”).

Reis’ claim was based upon a home improvement contract dated June 13, 2007, which Reis and Douglas Henegar (hereinafter “Henegar”) jointly entered entered into with Mosby for renovation of their residence at 1836 Byrd Street, Baltimore, Maryland 21230. On April 3, 2008, Reis and Henegar filed suit in the Circuit Court for Baltimore City (# 24-C-08-002192) as joint plaintiffs against Mosby. Reis and Henegar were represented by the same counsel in their civil action against Mosby. On February 25, 2009, a judgment was issued in favor of Henegar and Reis, in the amount of \$64,399.00, against Nicree Contracting, Inc., the firm for which was Mosby was the licensed contractor of record. Henegar filed a claim with the Commission for compensation

from the Maryland Home Improvement Guaranty Fund, based on the Circuit Court judgment. On June 15, 2009, the Commission issued a Final Order directing payment of \$20,000.00 (the statutory maximum) to Henegar. A copy of the Final Order was sent by the Commission to Hennegar and Reis.

On February 23, 2010, Reis filed a claim with the Commission seeking compensation from the Maryland Home Improvement Guaranty Fund, based on the same February 25, 2009 civil judgment for which payment was previously issued to Henegar. The Commission concluded that the Home Improvement Law does not intend or provide for the payment of multiple, separate claims from the Guaranty Fund based on a single home improvement contract. Not only is there is no expression of such intent in the statute, but such an interpretation would produce illogical and harmful results, and would be contrary to the longstanding administrative interpretation of the law by Commission. In this case, the Commission found that the maximum award of \$20,000.00 from the Guaranty Fund permitted by law, based on Henegar's and Reis' June 13, 2007 contract with Mosby , had already been issued to Henegar on June 15, 2009 and, therefore, on April 16, 2010, the Commission dismissed Reis' claim as legally insufficient.

Pursuant to regulation, claimant Reis was permitted to file a written response to the dismissal of her Guaranty Fund claim. Claimant Reis' response was reviewed by the Commission Panel, and it was the decision of the Commission Panel to affirm the dismissal of the claim. Therefore, on this 12th day of November 2010, Panel B of the Maryland Home Improvement Commission hereby:

ORDERS that the claim of Charlotte Reis against the Home Improvement Guaranty Fund is DISMISSED as legally insufficient, pursuant to Business Regulation Article §8-407(c)(2)(ii) of the Annotated Code of Maryland.

This Order shall become effective thirty (30) days from this date, to allow time for any party to file an appeal to the Circuit Court.

*Joseph Tunney*

Chair, Panel B