

IN THE MATTER OF THE CLAIM	* BEFORE MICHELLE W. COLE,
OF DEBORAH DAWSON,	* AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	* OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	* OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*
FOR THE ALLEGED ACTS OR	*
OMISSIONS OF JASON BOBBITT,	*
T/A J. SCOTT DESIGNS, LLC,	* OAH No.: LABOR-HIC-02-22-08947
RESPONDENT	* MHIC No.: 22 (75) 328

* * * * *

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 February 4, 2022, Deborah Dawson (Claimant) 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 \$14,334.00 for actual losses allegedly suffered as a result of a home improvement contract with Jason Bobbitt, trading as J. Scott Designs, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2022).¹ On April 15, 2022, the MHIC issued a Hearing Order on the Claim. On

¹ Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

CLAIMANT

AGAINST THE LABELING BOARD
IMPROVEMENT QUALITY BOARD

FOR THE ALLEGED ACT OF

DISMISSAL FOR CAUSE BY THE

THE A SCOTT RESIDENTIAL

RESPONDENT

PROCEEDINGS

TREATMENT OF THE CASE

ISSUES

SUMMARY OF THE EVIDENCE

ALLEGED FINDINGS OF FACT

DISCUSSION

PROPOSED FINDINGS OF LAW

RECOMMENDED ORDER

TREATMENT OF THE CASE

On January 4, 2002,

Respondent Home Improvement

Department of the Department

acted in an allegedly arbitrary

manner as I Scott Residential

(Dkt. No. 02-10002) the Board's

Division of the Michigan

April 18, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On October 20, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. §§ 8-407(a), 8-312. Catherine Villareale, Assistant Attorney General, Department, represented the Fund. The Claimant represented herself. 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. 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:

- | | |
|-----------|---|
| Cl. Ex. 1 | Timeline of events, various dates |
| Cl. Ex. 2 | Contract, February 11, 2020 |
| Cl. Ex. 3 | Copy of check issued by the Claimant to the Respondent, February 13, 2020 |
| Cl. Ex. 4 | Copy of check issued by the Claimant to the Respondent, March 22, 2021 |
| Cl. Ex. 5 | Administrative Variance Information Sheet and Dates, November 5, 2020 |
| Cl. Ex. 6 | Copy of check issued by the Claimant to L. O'Keefe, June 9, 2021 |

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9. The Commission's Report on the ...

10. The Commission's Report on the ...

- Cl. Ex. 7 L. O'Keefe Invoice, November 15, 2020
- Cl. Ex. 8 Baltimore County Office of Budget and Finance Receipt, November 5, 2020;
Copy of check issued by the Respondent to the Director of Finance, November 4, 2020
- Cl. Ex. 9 Building Permit, April 30, 2021
- Cl. Ex. 10 Administrative Variance Information Sheet and Dates, November 5, 2020
- Cl. Ex. 11 Email letter from the Claimant to the Respondent, April 23, 2020
- Cl. Ex. 12 Email from the Claimant to the Respondent, June 16, 2021
- Cl. Ex. 13 Email between the Claimant and the Respondent, August 9 and 11, 2021
- Cl. Ex. 14 Email from the Claimant to the Respondent, September 3, 2021

I admitted the following exhibits offered by the Respondent:

- Resp. Ex. 1 Amendment, March 22, 2021
- Resp. Ex. 2 Copy of check issued by the Respondent to Design Plus Drafting Systems, Inc., April 28, 2020; Copy of check issued by the Respondent to Tommy Gabbert, February 21, 2020
- Resp. Ex. 3 Hearing Order, April 15, 2022; Notice of Hearing, July 27, 2022

I admitted the following exhibits offered by the Fund:

- GF Ex. 1 Letter from the Department of Labor to the Respondent, February 17, 2022;
Home Improvement Claim Form, February 4, 2022
- GF Ex. 2 Hearing Order, April 15, 2022
- GF Ex. 3 Notice of Hearing, July 27, 2022
- GF Ex. 4 MHIC Registration Inquiry, October 19, 2022

Testimony

The Claimant testified and did not present other witnesses. The Respondent testified and did not present other witnesses. The Fund did not present any witness testimony.

Exhibit A - [Illegible text]

Exhibit B - [Illegible text]

Exhibit C - [Illegible text]

Exhibit D - [Illegible text]

Exhibit E - [Illegible text]

Exhibit F - [Illegible text]

Exhibit G - [Illegible text]

Exhibit H - [Illegible text]

Exhibit I - [Illegible text]

Exhibit J - [Illegible text]

Exhibit K - [Illegible text]

Exhibit L - [Illegible text]

Exhibit M - [Illegible text]

Exhibit N - [Illegible text]

Exhibit O - [Illegible text]

Exhibit P - [Illegible text]

Exhibit Q - [Illegible text]

Exhibit R - [Illegible text]

Exhibit S - [Illegible text]

Exhibit T - [Illegible text]

Exhibit U - [Illegible text]

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. On February 11, 2020, the Claimant and the Respondent entered into a contract to build a sunroom and garage (Contract).

3. Under the Contract, the Respondent agreed to perform the following work:

- Move outside door over 5 ft.
- Frame existing sunroom (build roof and front wall)
 - * 2 skylights on roof
 - * 2 in front wall²
- Relocate HVAC
- Build 20 X 20 2 car garage
- 12 ft. garage door with open
- Garage finished to mud on inside
- A frame roof
- Electrical for job (in garage and in front room)
- Permits
- Drawings
- Light on side of garage door
- Faux stone on bottom of front

(Cl. Ex. 2).

4. The original agreed-upon Contract price was \$43,000.00, to be paid in three installments of approximately \$14,334.00.

5. Under the Contract, the Respondent agreed to apply for a building permit and variance within thirty days of signing of the Contract and payment of the deposit, and to begin work within ninety days of obtaining the permit. Work was to be completed within 120 days of commencement.

² The print for this term was faded and was illegible.

THE STATE OF TEXAS

COUNTY OF DALLAS

Know all men by these presents, that the undersigned, the State of Texas, do hereby certify that the following is a true and correct copy of the original as the same appears on file in the office of the Secretary of State of the State of Texas:

TO-WIT:

On this 11th day of June, 1900, the following and the following:

And a copy of the same is hereby certified to the undersigned:

Witness my hand and seal of office at the City of Austin, Texas, this 11th day of June, 1900.

JOHN W. WHELAN, Secretary of State

My commission expires the 11th day of June, 1901.

My commission expires the 11th day of June, 1901.

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My commission expires the 11th day of June, 1901.

(C. 100)

The undersigned, the Secretary of State of the State of Texas, do hereby certify that the following is a true and correct copy of the original as the same appears on file in the office of the Secretary of State of the State of Texas:

TO-WIT:

On this 11th day of June, 1900, the following and the following:

And a copy of the same is hereby certified to the undersigned:

Witness my hand and seal of office at the City of Austin, Texas, this 11th day of June, 1900.

JOHN W. WHELAN, Secretary of State

My commission expires the 11th day of June, 1901.

6. On February 13, 2020, the Claimant paid the Respondent \$14,334.00.
7. In March and April 2020, the Claimant contacted the Respondent on multiple dates to inquire when work would begin. At that time, no building permit had been acquired.
8. On April 23, 2020, the Claimant requested that her deposit be refunded.
9. On April 28, 2020, the Respondent's contractor met with the Claimant and showed her blueprints for the project, which did not meet the terms of the Contract. The Claimant alerted the contractor that the dimensions and shape of the roof were not as the parties had agreed under the Contract, and he agreed that the blueprints would be amended.
10. Between May 2020 and November 2020, the Claimant repeatedly contacted the Respondent and the County to inquire about permits and the start date for work on her home improvement.
11. Sometime in November 2020, the Respondent submitted paperwork to the County requesting a variance.
12. On March 22, 2021, the Respondent's contractor contacted the Claimant and requested a check to pay for the variance. On that date, the Claimant issued a check to the Respondent in the amount of \$1,237.00.
13. The building permit was issued on April 30, 2021.
14. In April 2021, the Claimant received an invoice and request for payment from the individual who posted the variance signs, which the Claimant forwarded to the Respondent. When the Respondent failed to pay this cost, the Claimant paid \$250.00 to the poster to avoid having a lien on the property.
15. The Claimant attempted to contact the Respondent repeatedly in April, May, June, and July 2021 with few responses.

On April 23, 1964, the respondent's representative...

The respondent's representative...

On April 23, 1964, the respondent's representative...

The respondent's representative...

On April 23, 1964, the respondent's representative...

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On April 23, 1964, the respondent's representative...

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The respondent's representative...

On April 23, 1964, the respondent's representative...

The respondent's representative...

16. On July 1, 2021, the Respondent's contractor told the Claimant that concrete work would begin within one and one-half weeks.

17. On August 2, 3, 9, and 10, 2021, the Claimant attempted to contact the Respondent and left messages asking for a start date and work schedule.

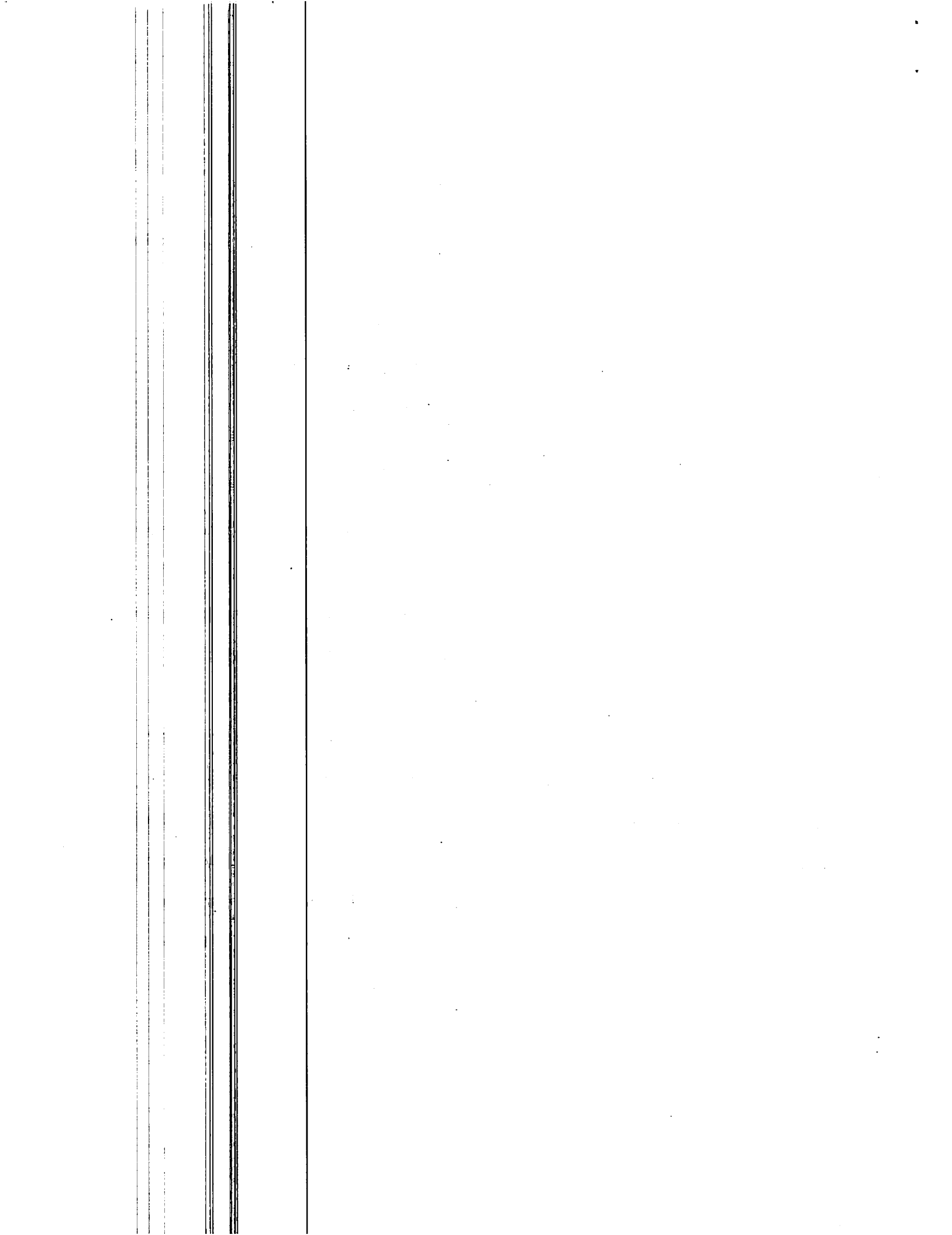
18. On August 10, 2021, the Respondent informed the Claimant that work could begin if the Claimant paid an increased amount above the original contract price to cover increased material costs or they could wait until the costs decreased.

19. The Respondent did not perform any work under the Contract.

DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1); Md. Code Ann., 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." Md. Code Ann., 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." Md. Code Ann., Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

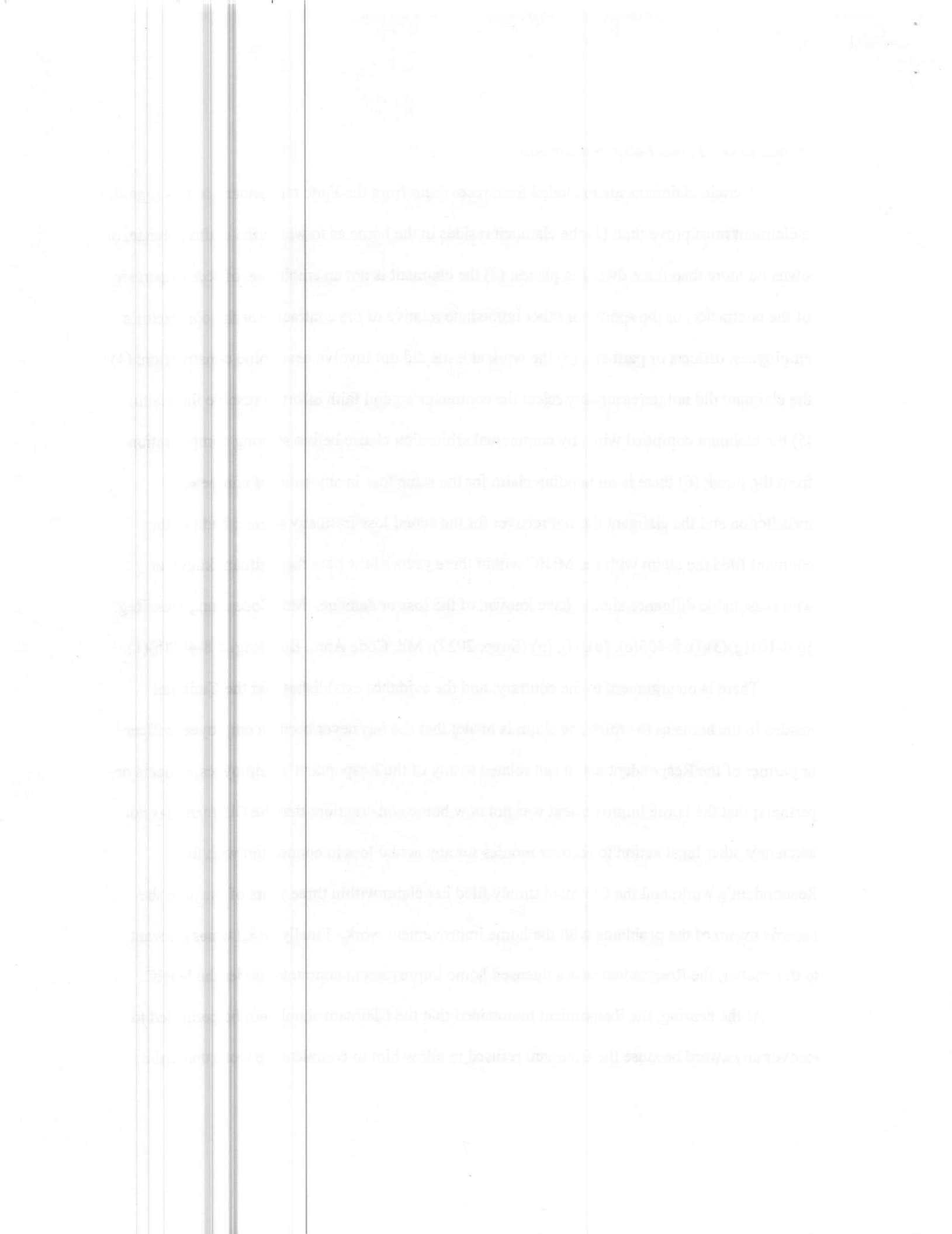


Actual Loss – Prima Facie Impediments

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (1) the claimant resides in the home as to which the claim is made, or owns no more than three dwelling places; (2) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the contractor's employees, officers or partners; (3) the work at issue did not involve new home construction; (4) the claimant did not unreasonably reject the contractor's good faith effort to resolve the claim; (5) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (6) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (7) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-101(g)(3)(i), 8-405(c), (d), (f), (g) (Supp. 2022); Md. Code Ann., Bus. Reg. § 8-408(b)(1).

There is no argument to the contrary, and the evidence establishes that the Claimant resides in the home as to which the claim is made; that she has never been an employee, officer or partner of the Respondent and is not related to any of the Respondent's employees, officers or partners; that the home improvement was not new home construction; that the Claimant has not taken any other legal action to recover monies for any actual loss in connection with the Respondent's work; and the Claimant timely filed her claim within three years of the date she became aware of the problems with the home improvement work. Finally, at all times relevant to this matter, the Respondent was a licensed home improvement contractor under the MHIC.

At the hearing, the Respondent maintained that the Claimant should not be permitted to recover any award because the Claimant refused to allow him to complete the work under the



Contract. I did not find the Respondent's arguments to be persuasive as the Respondent has failed to show that the Claimant refused a good faith offer to complete the home improvement under the Contract. The Claimant acknowledged that the Respondent offered to complete the work. She reported, however, that he would only complete the work if she paid more than agreed in the Contract. At the hearing, the Respondent confirmed this fact. He reported that he would only perform work if the Claimant paid for the increased costs of materials. Further, the Claimant stated that she lost faith that the Respondent would ever complete the work based on his lack of communication and his failure to pay the subcontractor for posting the variance. Accordingly, the Claimant is asking for a refund so that she may hire another contractor to complete the work.

Despite his assertion that he was prepared to complete the home improvement, after accepting the Claimant's deposit of \$14,334.00 in February 2020, the Respondent made no efforts to perform work under the Contract. He waited ten months before submitting the paperwork for the variance and building permit and the Claimant was never consulted, which resulted in blueprints that failed to accurately reflect the work as set forth in the Contract. Once the permit was issued, the Respondent still did not begin work under the Contract. Many months passed without any work performed by the Respondent and with no response to the Claimant's many emails and telephone calls regarding a start date. Further, the Respondent agreed that he would not complete the home improvement at the original agreed-upon cost. Based on these facts, I do not find any credible evidence of a good faith offer by the Respondent to complete the home improvement. Indeed, the Respondent never purchased materials or started work at the Claimant's property. Accordingly, I find that the Claimant is not excluded from recovering from the Fund on this basis.

the year.

the year.

Actual Loss - Unworkmanlike, Inadequate, or Incomplete Home Improvement by the Respondent

The Claimant presented evidence showing that she entered into the Contract with the Respondent to construct a sunroom and garage. She documented paying the initial payment due under the Contract and expressed her frustration regarding the Respondent's failure to acquire the variance and building permit within the timeframe set forth in the Contract. She reviewed email correspondence and stated that her frustration was increased by the Respondent's failure to communicate with her or respond to her calls and emails. She reported that the Respondent agreed to complete the home improvement in 2021, but at an increased price, which she did not believe she should have to pay since the delays resulted largely from the Respondent's lack of diligence. She further explained that she had no confidence in the Respondent's ability to complete the home improvement based on his failures to follow-through and communicate with her.

The Respondent maintained that the Claimant breached the Contract by refusing to allow him to complete the work on the project. He stated that there were some delays at the beginning, due to weather, COVID, and permit delays, but that he was prepared to finish the home improvement. However, he stated that, because material costs significantly increased since the Contract was signed, that he would only complete the work under the Contract for an increased price to cover these costs.

I find that the Claimant has met her burden to show an incomplete home improvement by the Respondent. The Claimant paid the initial payment under the Contract with the expectation that the Respondent would apply for the building permit and variance within thirty days of signing the Contract and begin work within ninety days of acquiring the permit. The Respondent submitted paperwork in November for the variance and did not acquire the building permit until

Abstract: This study examines the impact of the COVID-19 pandemic on the mental health of the general population. The research was conducted using a cross-sectional design and involved a survey of 1,000 participants across various age groups and geographical locations.

The results indicate a significant increase in symptoms of anxiety and depression among participants during the pandemic period. The study also found that individuals with pre-existing mental health conditions experienced a more severe decline in mental well-being.

Key findings include the identification of risk factors such as social isolation, financial stress, and lack of social support, which are associated with higher levels of mental distress. The study highlights the need for targeted mental health interventions to support vulnerable populations during times of crisis.

Future research should explore the long-term effects of the pandemic on mental health and investigate the effectiveness of various support strategies. This research contributes to the understanding of the psychological impact of global health events and informs public health policy.

Keywords: COVID-19, mental health, anxiety, depression, pandemic, psychological impact, mental well-being, risk factors, social support, vulnerable populations.

Introduction: The COVID-19 pandemic has emerged as a global health crisis, affecting millions of people worldwide. Beyond the physical health consequences, there has been a significant focus on the mental health implications of the pandemic.

As the pandemic progresses, individuals are experiencing a range of psychological challenges, including increased stress, anxiety, and feelings of isolation. The impact of the pandemic on mental health is a complex phenomenon that requires further investigation.

This study aims to explore the mental health outcomes of the general population during the COVID-19 pandemic. The research focuses on understanding the prevalence of mental health issues, identifying risk factors, and examining the role of social support in mitigating mental distress.

The study is based on a cross-sectional survey of 1,000 participants, representing a diverse range of ages, genders, and geographical locations. The survey assesses symptoms of anxiety and depression, as well as perceived social support and coping strategies.

The findings of this study provide valuable insights into the mental health burden of the pandemic. The results suggest that a significant portion of the population is experiencing mental health challenges, with higher levels of distress observed among certain groups.

Understanding the mental health impact of the pandemic is crucial for developing effective public health interventions. This research contributes to the growing body of knowledge on the psychological consequences of global health crises and informs the development of targeted support services.

The study also highlights the importance of social support in promoting mental well-being during times of crisis. The findings suggest that individuals with strong social support networks are better equipped to cope with the challenges of the pandemic.

Methodology: The research was conducted using a cross-sectional survey design. The survey was distributed online and reached a total of 1,000 participants. The survey included a series of validated scales to measure anxiety and depression symptoms.

The survey also included questions about perceived social support and coping strategies. The data were analyzed using statistical methods to identify associations between variables and to compare different groups.

The study was approved by the relevant ethics committees, and all participants provided informed consent. The survey was conducted between March and June 2020, during the early stages of the pandemic.

Results: The results of the survey indicate a high prevalence of mental health issues during the pandemic. A significant increase in symptoms of anxiety and depression was observed among participants compared to baseline levels.

The study found that individuals with pre-existing mental health conditions experienced a more severe decline in mental well-being. The results also identified several risk factors associated with higher levels of mental distress.

Key findings include the identification of social isolation, financial stress, and lack of social support as significant risk factors. The study highlights the need for targeted mental health interventions to support vulnerable populations during times of crisis.

Future research should explore the long-term effects of the pandemic on mental health and investigate the effectiveness of various support strategies. This research contributes to the understanding of the psychological impact of global health events and informs public health policy.

Conclusion: The COVID-19 pandemic has had a profound impact on the mental health of the general population. The study highlights the need for targeted mental health interventions to support vulnerable populations during times of crisis.

Understanding the mental health burden of the pandemic is crucial for developing effective public health interventions. This research contributes to the growing body of knowledge on the psychological consequences of global health crises and informs the development of targeted support services.

The study also highlights the importance of social support in promoting mental well-being during times of crisis. The findings suggest that individuals with strong social support networks are better equipped to cope with the challenges of the pandemic.

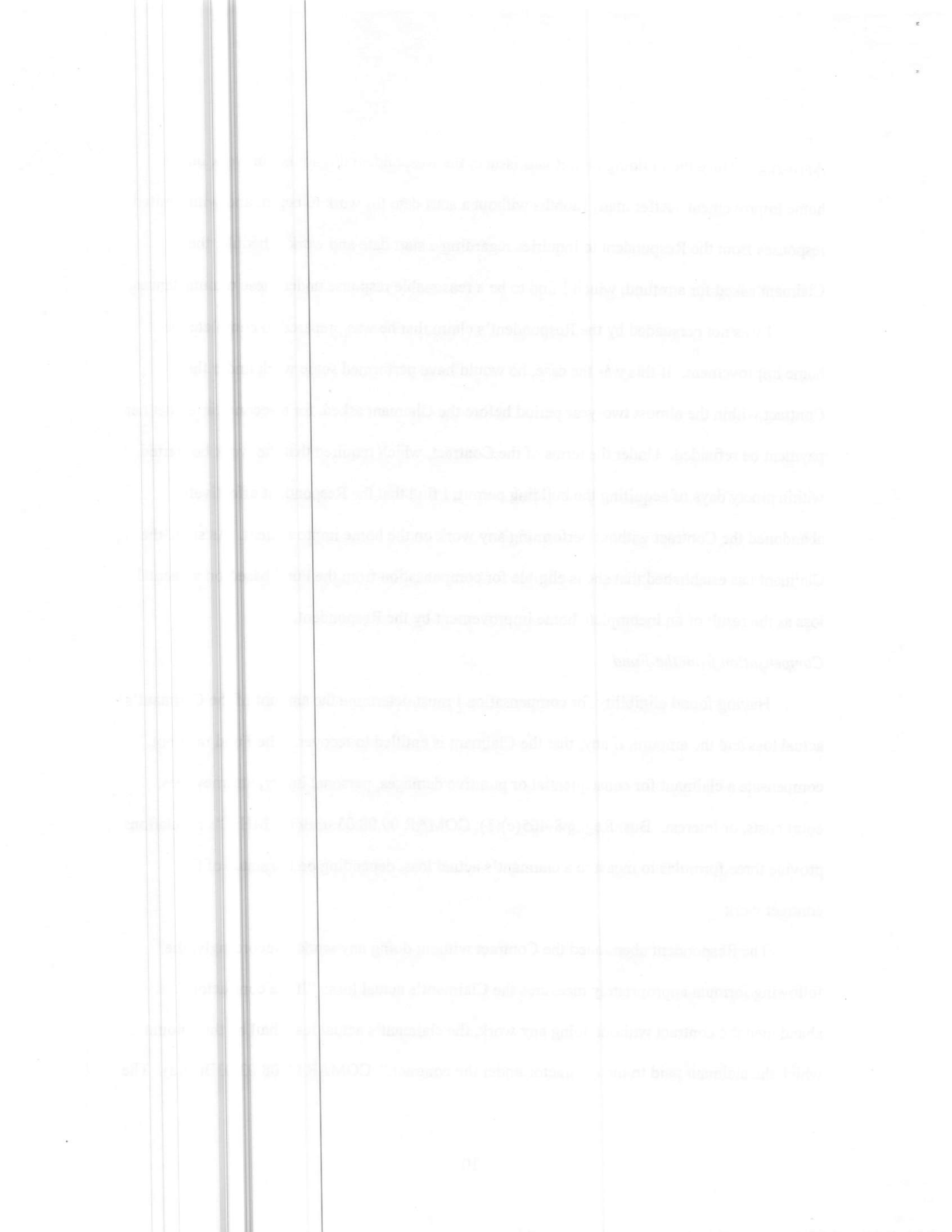
April 2021. Once the building permit was issued, the Respondent did not begin work on the home improvement. After many months without a start date for work to begin, and with limited responses from the Respondent to inquiries regarding a start date and work schedule, the Claimant asked for a refund, which I find to be a reasonable response under these circumstances.

I was not persuaded by the Respondent's claim that he was prepared to complete the home improvement. If this was the case, he would have performed some work under the Contract within the almost two-year period before the Claimant asked, for a second time, that her payment be refunded. Under the terms of the Contract, which required that the work be started within ninety days of acquiring the building permit, I find that the Respondent effectively abandoned the Contract without performing any work on the home improvement. As such, the Claimant has established that she is eligible for compensation from the Fund based on an actual loss as the result of an incomplete home improvement by the Respondent.

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); 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.

The Respondent abandoned the Contract without doing any work. Accordingly, the following formula appropriately measures the Claimant's actual loss: "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." COMAR 09.08.03.03B(3)(a). The



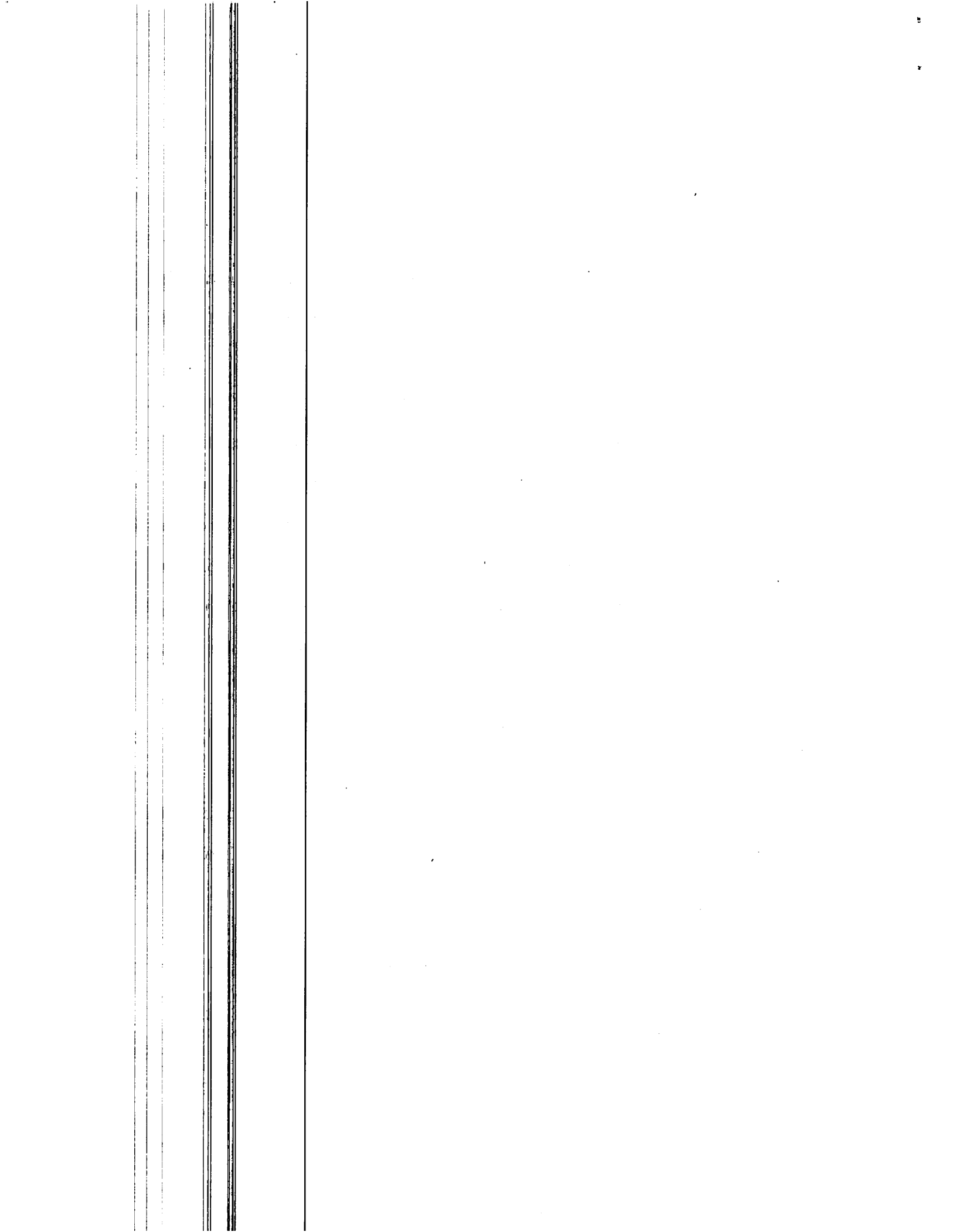
Claimant is eligible for compensation from the Fund in the amount of \$15,821.00, the amount she paid to the Respondent.³ In this amount, I have included the \$250.00 payment to the poster of the variance. Even though this amount was not paid directly to the Respondent, it was a cost that the Respondent should have covered when the variance was posted. The Claimant paid this amount to the poster in order to prevent a lien on the property when the Respondent failed to pay the fee.

I was not persuaded by the Respondent's argument that the amount of the claim should be reduced based on costs incurred by him for drawings and a contractor's commission. The Respondent did not perform any work under the Contract. As such, the Claimant is not responsible for any commission paid to his employees. Moreover, because the Respondent did not review the blueprints with the Claimant or make any changes once the Claimant informed the contractor that there were errors in the roof design, the blueprints did not reflect the work to be performed under the Contract. Accordingly, the drawings have no value to the Claimant, and she should not be held responsible for this cost.

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.⁴ In this case, the Claimant's actual loss is equal to the amount paid to the Respondent and on his behalf and less than \$30,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$15,821.00.

³ The compensation amount includes the following: \$14,334.00 (deposit) + \$1,237.00 (variance) + \$250.00 (posting of variance fee) = \$15,821.00.

⁴ 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). 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").



PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$15,821.00 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)(a). I further conclude that the Claimant is entitled to recover that amount from the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(3); COMAR 09.08.03.03D(2)(a).

RECOMMENDED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$15,821.00; 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;⁵ and

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

January 9, 2023
Date Decision Issued

Michelle W. Cole

Michelle W. Cole
Administrative Law Judge

MWC/dlm
#202746

⁵ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

IN WITNESS WHEREOF

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...

NOTARY PUBLIC

My commission expires on the ... day of ... 20...

Notary Public

Under the authority vested in me by the State of ... I do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...

Notary Public

My commission expires on the ... day of ... 20...

Notary Public

Under the authority vested in me by the State of ... I do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...

Notary Public

My commission expires on the ... day of ... 20...

Notary Public

PROPOSED ORDER

WHEREFORE, this 22nd day of February, 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.

Chandler Louden

Chandler Louden

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***

PROPOSED ORDER

WHEREAS, the Board of Directors of the Corporation, on the 15th day of February, 1952, passed and approved the following resolution:

Resolved, that the Board of Directors of the Corporation do hereby authorize the President of the Corporation to execute and deliver such instruments as may be necessary to carry out the purposes of this resolution, and that the Board of Directors of the Corporation do hereby ratify and approve all that the President of the Corporation shall do in and to the premises.

[Signature]

President