

<p>IN THE MATTER OF THE CLAIM</p> <p>OF DAVID FARRELL,</p> <p>CLAIMANT</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF MARTY MINTON,</p> <p>T/A STONE GUYS LLC,</p> <p>RESPONDENT</p>	<p>* BEFORE LEIGH WALDER,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>*</p> <p>*</p> <p>* OAH No.: LABOR-HIC-02-22-16409</p> <p>* MHIC No.: 22 (75) 758</p>
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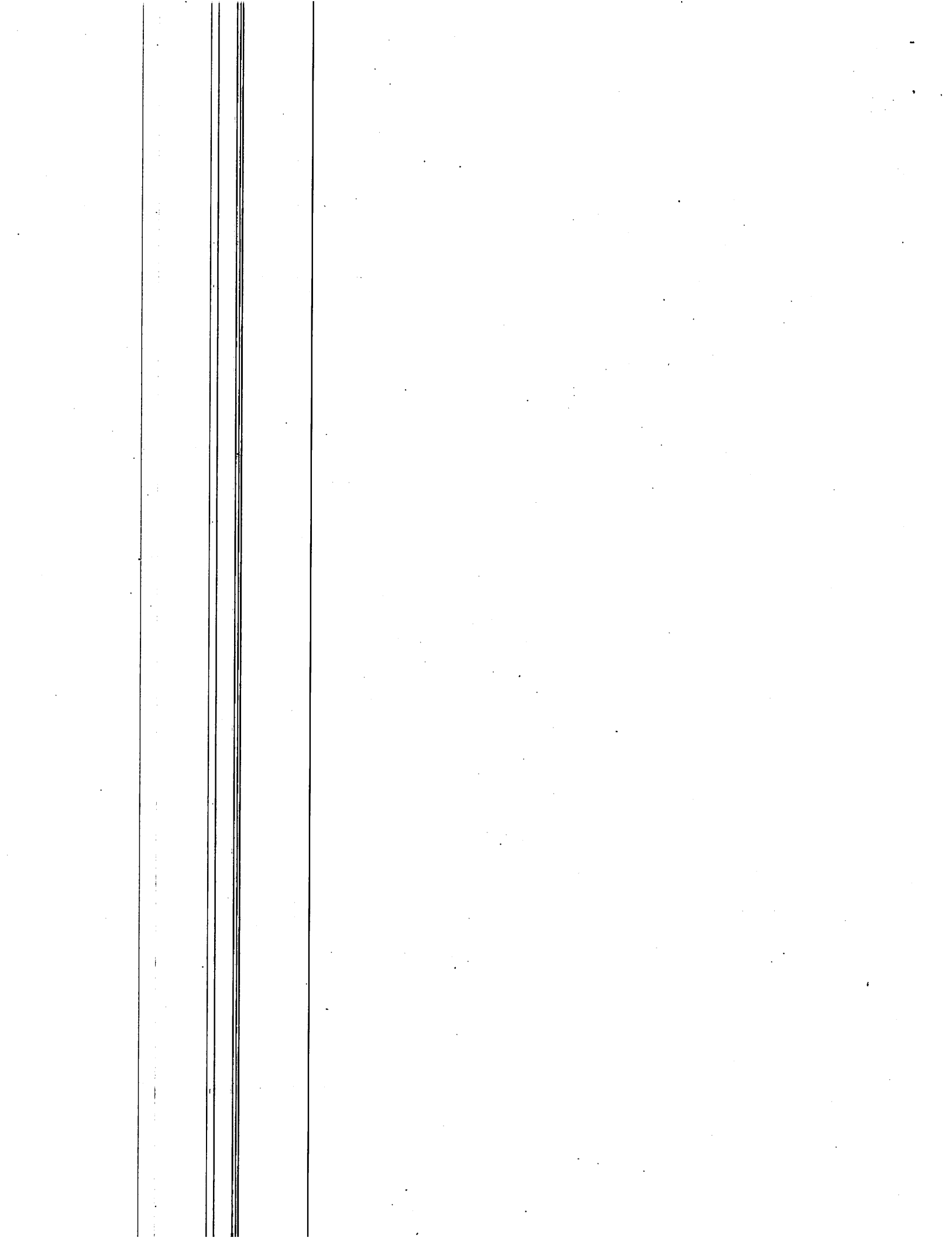
PROPOSED DECISION

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

STATEMENT OF THE CASE

On May 5, 2022, David Farrell (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 \$33,161.46 for actual losses allegedly suffered as a result of a home improvement contract with Marty Minton, trading as Stone Guys LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2022).¹ On July

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



1, 2022, the MHIC issued a Hearing Order on the Claim. On July 8, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On November 14, 2022, I held a hearing on the Webex video conferencing platform (Webex). *Id.* §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b).² Jonathan Phillips, Assistant Attorney General, Department, represented the Fund. Tyler J. Norwicki, Esquire, represented the Claimant, who was present. The Respondent did not appear for the hearing.

Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. On October 5, 2022, the OAH sent a Notice of Remote Hearing (Notice) through the United States mail the Respondent's address of record. COMAR 09.08.03.03A(2); COMAR 28.02.01.05C(1). The Notice stated that a hearing was scheduled for November 14, 2022, at 9:30 a.m., on Webex. The Notice included instructions on how to access the hearing on Webex. The Notice further advised the Respondent that failure to attend the hearing might result in "a decision against you." The Respondent made no request for postponement prior to the date of the hearing. COMAR 28.02.01.16. The Respondent did not alert the OAH of having any technical difficulties accessing the hearing on Webex. After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, and after determining that the Respondent received proper notice, I proceeded with the hearing. COMAR 28.02.01.05A, C.

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); COMAR 09.01.03; COMAR 28.02.01.

² The hearing was initially scheduled to be conducted on November 9, 2022. On September 8, 2022, Mr. Nowicki requested that the hearing be postponed due to a scheduling conflict. The postponement was granted on September 13, 2022. The hearing was then rescheduled for November 14, 2022.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings. The data shows a clear trend in the relationship between the variables studied.

4. The fourth part of the document discusses the implications of the findings. It highlights the potential applications of the research in various fields and the need for further investigation.

5. The fifth part of the document concludes the study and provides a summary of the key findings. It also includes a list of references and a bibliography of the sources used in the research.

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 documents offered by the Claimant, which were all collectively admitted into evidence as Claimant's Exhibit 1:

- Spreadsheet, undated
- The Respondent's proposal, printed December 27, 2021
- Ebenezer OB Contractors, LLC proposal, dated January 6, 2022
- Birkhead Electric, Inc. proposal, dated July 28, 2021
- Spreadsheet, undated
- Refrigerator invoice, dated February 27, 2021
- Email from The Home Depot, dated April 1, 2021
- Microwave invoice, dated April 18, 2021
- Email from Best Buy, dated May 5, 2021
- Range hood invoice, dated May 9, 2021
- Orders and Purchases screenshot, depicting purchases from August 1 and 22, 2021
- Email from City of Bowie, dated September 16, 2021
- Email from Velo City Payment, dated September 10, 2021
- Prince George's County Payment Receipt, dated December 22, 2021
- ASC Heating and Air Conditioning, Inc. invoice, dated December 20, 2021
- Email from Birkhead Electric, Inc., dated December 28, 2021
- Lowe's receipt, dated December 29, 2021
- The Home Depot receipt, dated December 29, 2021
- Lowe's receipt, dated January 4, 2022
- Orders and Purchases screenshot, depicting purchase from January 4, 2022
- Lowe's receipt, dated January 9, 2022
- Email from Ebenezer OB Contractors, LLC, dated January 7, 2022
- Stone and Cabinet International estimate, dated January 7, 2022
- Wood Floors Plus receipt, dated January 8, 2022
- Orders and Purchases screenshots, depicting purchases from January 8 and 9, 2022
- Sherwin-Williams receipts, dated January 13 and 15, 2022
- Len the Plumber invoice, dated February 12, 2022
- Email from Birkhead Electric, Inc., dated March 7, 2022
- Credit card statement, showing purchases from February 24 through March 7, 2022
- Letter from Mr. Nowicki, dated November 7, 2022

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- The Home Depot receipt, dated October 17, 2021
- Email sent on behalf of Mr. Nowicki, dated November 4, 2022
- Business data, undated
- Checking account transactions, statement periods February 6 through March 10, 2021 and July 10 through August 10, 2021.

No documents were submitted on behalf of the Respondent.

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 – Notice, dated October 5, 2022

Fund Ex. 2 – Hearing Order, dated July 1, 2022

Fund Ex. 3 – Letter from the MHIC to the Respondent, dated May 20, 2022, with the following attachment:

- Claim, dated April 29, 2022

Fund Ex. 4 – Licensing History, printed November 4, 2022

Testimony

The Claimant testified on his own behalf.

The Respondent was not present to testify or offer any witnesses.

The Fund did not offer any witness testimony.

PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 119854.
2. In February 2021, the Claimant and the Respondent entered into a contract where the Respondent agreed to extensively remodel the Claimant's kitchen.
3. The contract required the Respondent to perform demolition, assist with rendering a design, perform electrical work, perform plumbing work, install drywall, perform countertop fabrication and installation, paint, install flooring, install tile, install cabinetry, maintain cleanliness during construction, and clean after construction.

The following information is provided for your information:
- The date of the meeting is 15/11/2023.
- The time of the meeting is 10:00 AM.
- The location of the meeting is the Boardroom.
- The agenda of the meeting is as follows:

- 1. Approval of the minutes of the previous meeting.
- 2. Report on the progress of the project.
- 3. Discussion on the proposed budget for the next quarter.
- 4. Any other business.

The meeting is expected to last for approximately 1 hour. Your presence is requested.

Yours faithfully,
[Signature]

At the meeting, it was agreed that the project should be completed by the end of the year. It was also agreed that the budget should be reviewed on a regular basis.

The meeting was held on 15/11/2023 at 10:00 AM in the Boardroom. The meeting was attended by the following members of staff: [List of names].

4. The total contract price, which included the Respondent providing labor and materials³, was \$54,582.50.
5. On August 15, 2021, the Claimant paid the Respondent an initial deposit of \$18,164.19.
6. The Respondent was to begin construction in May 2021; however, the Respondent had issues rendering a design and securing the necessary materials.
7. The Respondent provided the Claimant a kitchen design. This work is valued at \$2,000.00.
8. In August 2021, the Respondent began construction by completing the necessary demolition work. This work is valued at \$1,500.00.
9. The Respondent built a wall for the kitchen. This work is valued at \$2,000.00.
10. On August 4, 2021, the Claimant paid the Respondent \$25,000.00 as an installment payment.
11. The Respondent ordered and provided the Claimant with \$8,013.25 worth of cabinetry, \$156.42 of cabinetry hardware, and \$240.00 worth of doors.
12. The Respondent obtained one of the necessary building permits, which cost \$50.00.
13. In September 2021, construction was halted due to permitting issues.
14. In October 2021, construction temporarily resumed with one of the Respondent's subcontractors performing some plumbing work.
15. By November 2021, the amount of administrative labor the Respondent had put into constructing the Claimant's kitchen was estimated to have cost \$1,000.00.

³ Among the materials included were all kitchen appliances, cabinetry, flooring, and tiling.

1. The first part of the report deals with the general situation of the country and the progress of the work done during the year. It is divided into two main sections: (a) the general situation and (b) the progress of the work done during the year.

2. The second part of the report deals with the results of the work done during the year. It is divided into two main sections: (a) the results of the work done during the year and (b) the results of the work done during the year.

3. The third part of the report deals with the conclusions drawn from the work done during the year. It is divided into two main sections: (a) the conclusions drawn from the work done during the year and (b) the conclusions drawn from the work done during the year.

4. The fourth part of the report deals with the recommendations made during the year. It is divided into two main sections: (a) the recommendations made during the year and (b) the recommendations made during the year.

5. The fifth part of the report deals with the summary of the work done during the year. It is divided into two main sections: (a) the summary of the work done during the year and (b) the summary of the work done during the year.

16. In November and December 2021, no additional construction work was performed.
17. On December 16, 2021, the Claimant contacted the Respondent requesting a status update.
18. On December 30, 2021, the Respondent emailed the Claimant that he would work on a plan to finish construction and would send that plan to the Claimant. No plan was sent.
19. On December 31, 2021, the Claimant drove to the Respondent's business storefront and saw that it was abandoned.
20. The Claimant contracted with the following contractors, to perform the same work that was supposed to be provided by the Respondent, to complete construction of the kitchen:
 - a. Len the Plumber, \$2,394.00, to perform plumbing (rough-in);
 - b. Len the Plumber, \$2,396.00, to perform plumbing (final);
 - c. Birkhead Electric, \$5,278.00, to perform electric work (initial);
 - d. Birkhead Electric, \$4,291.00, to perform electric work (final);
 - e. Ebenezer OB Contractors LLC, \$8,320.00, first installment fee;
 - f. Ebenezer OB Contractors LLC, \$2,975.00, for flooring (labor);
 - g. Ebenezer OB Contractors LLC, \$2,069.88, for flooring (material);
 - h. Ebenezer OB Contractors LLC, \$1,687.00, for cabinetry;
 - i. Ebenezer OB Contractors LLC, \$600.00, to install crown molding;
 - j. Ebenezer OB Contractors LLC, \$4,900.00, second installment fee;
 - k. Ebenezer OB Contractors LLC, \$6,000.00, third installment fee;
 - l. Ebenezer OB Contractors LLC, \$5,336.00, final installment fee; and
 - m. Stone & Cabinet International, \$3,664.80, for granite countertops.

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DISCUSSION

Applicable Law

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); State Gov't § 10-217; COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

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

Eligibility for Compensation

The Claimant took the position that he suffered an actual loss incurred as a result of the Respondent's acts or omissions, entitling him to compensation from the Fund. Specifically, the Respondent stopped performance under the contract, and the Claimant had to retain other contractors to complete the work necessary to finish construction on his kitchen. The Fund agreed that the Claimant suffered an actual loss and is entitled to compensation. For the reasons that follow, I agree with the Claimant and the Fund.

The evidence in this case establishes there are no legal impediments barring the Claimant from filing a claim under section 8-405 of the Business Occupations Article. The Respondent was a licensed home improvement contractor at the time of the contract. The home improvement

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work was to be performed on the Claimant's residence in Maryland. The Claimant is not a relative, employee, officer, or partner of the Respondent; and the Claimant is not related to any of the Respondent's employees, officers, or partners. The Claimant did not reject any efforts by the Respondent to resolve the Claim. The Claimant timely filed the Claim with the MHIC on May 5, 2022. Finally, the Claimant has not taken any other legal action to recover monies from the Respondent.

The Claimant demonstrated that the Respondent performed an incomplete home improvement. The Claimant contracted with the Respondent to fully remodel the kitchen. The Claimant convincingly testified that the Respondent only sporadically showed up to perform work under the contract. Prior to stopping work in November 2021, the Respondent performed the following work of value: (1) rendered a kitchen design (estimated value of \$2,000.00); (2) provided the Claimant with cabinetry (estimated value of \$8,013.25); (3) provided the Claimant with cabinet hardware (estimated value of \$240.00); (4) provided the Claimant with doors (estimated value of \$240.00); (5) performed demolition (estimated value of \$1,500.00); (6) built a wall (estimated value of \$2,000.00); (7) applied for a building permit (estimated value of \$50.00); and (8) performed other administrative labor constructing the kitchen (estimated value of \$1,000.00).

Prior to stopping work, the Claimant paid the Respondent a total of \$43,164.19 towards the cost of the \$54,582.50 contract. Despite being paid almost eighty percent of the contract price, the Respondent failed to complete the following work required under the contract: perform electrical work, perform plumbing work, install drywall, perform countertop fabrication and installation, paint, install flooring, install tile, install cabinetry, maintain cleanliness during construction, and clean after construction. All this work was supposed to include labor and materials, including kitchen appliances, which were never supplied. As a result, the Claimant

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was left with an incomplete home improvement, requiring the Claimant to contract with other contractors, such as Len the Plumber, Birkhead Electric, Ebenezer OB Contractors LLC, and Stone & Cabinet International, to complete the construction of his kitchen.

After considering the Claimant's uncontested and credible testimony, and after reviewing the Claimant's corroborating exhibits, I agree with both the Claimant and the Fund that the Respondent performed an incomplete home improvement. *See* Bus. Reg. § 8-401. Thus, the Claimant is eligible for compensation from the Fund. *See Id.* § 8-405(a) (Supp. 2022); *see also* COMAR 09.08.03.03B(2). Having found eligibility for compensation I must determine the amount of the Claimant's actual loss.

Award

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 Claimant argued that he is entitled to recover \$30,000.00 from the Fund, due to an actual loss that resulted from an act or omission by the Respondent. The Fund agreed.

The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3) (Supp. 2022); COMAR 09.08.03.03B(1). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. The following formula applies considering that the Respondent performed some work under the contract, and the Claimant retained other contractors to complete that work:

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

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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)(c).

Applying this formula, the Claimant paid the Respondent a total of \$43,164.19 towards the cost of the \$54,582.50 contract. This sum is added to the amount the Claimant has paid to other contractors to complete the original contract. As more fully broken down in the Findings of Fact, the Claimant paid a total of \$49,911.68 to Len the Plumber, Birkhead Electric, Ebenezer OB Contractors LLC, and Stone & Cabinet International, to complete the construction of his kitchen. Adding \$43,164.19 to \$49,911.68 equals \$93,075.87. Then subtracting the original contract price (\$54,582.50) from \$93,075.87, equals \$38,493.37. Per this formula, the Claimant's actual loss is \$38,493.37.

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 Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss is less than the amount paid to the Respondent (\$43,164.19), but exceeds the \$30,000.00 statutory cap. Therefore, the Claimant's recovery is limited to \$30,000.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual loss of \$38,493.37 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)(c). I further conclude that the Claimant is entitled to recover \$30,000.00 from the Fund. Md. Code Ann., Bus. Reg. 8-405(a), (e)(1) (Supp. 2022).

⁴ 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").

The first of these is the fact that the Commission has not yet received any information from the Government regarding the progress of its investigations into the activities of the Communist Party of the United States of America (CPUSA) in the United States and its efforts to infiltrate and subvert the United States government and its agencies.

The second of these is the fact that the Commission has not yet received any information from the Government regarding the progress of its investigations into the activities of the Communist Party of the United States of America (CPUSA) in the United States and its efforts to infiltrate and subvert the United States government and its agencies.

The third of these is the fact that the Commission has not yet received any information from the Government regarding the progress of its investigations into the activities of the Communist Party of the United States of America (CPUSA) in the United States and its efforts to infiltrate and subvert the United States government and its agencies.

The fourth of these is the fact that the Commission has not yet received any information from the Government regarding the progress of its investigations into the activities of the Communist Party of the United States of America (CPUSA) in the United States and its efforts to infiltrate and subvert the United States government and its agencies.

The fifth of these is the fact that the Commission has not yet received any information from the Government regarding the progress of its investigations into the activities of the Communist Party of the United States of America (CPUSA) in the United States and its efforts to infiltrate and subvert the United States government and its agencies.

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$30,000.00; 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.

February 10, 2023
Date Decision Issued

Leigh Walder

Leigh Walder
Administrative Law Judge

LW/ja
#203448

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

STATE OF TEXAS

County of _____

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State of Texas

do hereby certify that _____

is the true and correct copy of _____

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County Clerk

My Commission Expires _____

Witness my hand and seal _____

this _____ day of _____

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IN THE MATTER OF THE CLAIM OF DAVID FARRELL AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF MARTY MINTON AND STONE GUYS, LLC	* MARYLAND HOME * IMPROVEMENT COMMISSION * * MHIC CASE NO. 22(75)758 * OAH CASE NO. LABOR-HIC- * 02-22-16409 * *
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AMENDED PROPOSED ORDER

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on November 14, 2022. Following the evidentiary hearing, the ALJ issued a Proposed Decision on February 10, 2023, concluding that the homeowner, David Farrell (“Claimant”) suffered an actual loss as a result of the acts or omissions of Marty Minton and Stone Guys, LLC (collectively, “Contractor”). *ALJ Proposed Decision* p. 10. In a Proposed Order dated March 24, 2023, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$30,000.00 from the Home Improvement Guaranty Fund.

On or about April 12, 2023, the Commission received a Suggestion of Stay that the respondent individual contractor, Marty Minton, filed with the Office of Administrative Hearings advising that he had filed bankruptcy petition on June 23, 2022. In light of Mr. Minton’s pending bankruptcy petition, the Commission finds that the ALJ’s recommended order that Mr. Minton be ineligible for a home improvement contractor’s license until the Guaranty Fund is reimbursed for monies disbursed to the Claimant must be amended. While Mr. Minton’s bankruptcy petition is pending, or if Mr. Minton’s obligation to the Guaranty Fund is discharged in bankruptcy, the Commission may only suspend or refuse to reinstate Stone Guys, LLC’s corporate home improvement contractor license for failure to reimburse the Guaranty Fund for the Claimant’s award, not Mr. Minton’s individual home improvement contractor license.

IN THE DISTRICT COURT OF THE STATE OF NEW YORK
SOUTHERN DISTRICT OF NEW YORK
DAVID B. REBEL
vs.
DAVID B. REBEL
AGASSI REBEL AND BOSS
FOR THE VENDOR PERSONS OF
WESTERLY MOUNTAIN
City of New York

EMERGENCY PROPOSED ORDER

Plaintiff respectfully requests that the Court grant the relief sought in the within captioned matter. Plaintiff ("David B. Rebel") was employed by Defendant ("Westery Mountain") from approximately February 2012 to February 2013, during which time Plaintiff worked for Defendant as a full-time employee. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff.

Plaintiff respectfully requests that the Court grant the relief sought in the within captioned matter. Plaintiff ("David B. Rebel") was employed by Defendant ("Westery Mountain") from approximately February 2012 to February 2013, during which time Plaintiff worked for Defendant as a full-time employee. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff. Plaintiff claims that Defendant is entitled to the relief sought by Plaintiff.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 8th day of June, **ORDERED:**

- A. That the Commission's March 24, 2023, Proposed Order is **AMENDED AND SUPERCEDED** by this Amended Proposed Order;
- B. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;
- C. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**;
- D. That the Proposed Decision and Recommended Order of the Administrative Law Judge is **AMENDED**;
- E. That the Claimant is awarded \$30,000.00 from the Maryland Home Improvement Guaranty Fund;
- F. That Stone Guys, LLC, shall remain ineligible for a Maryland Home Improvement Commission license until the Guaranty Fund is reimbursed for all monies disbursed under this Order plus annual interest of at least ten percent (10%) as set by the Commission, *Md Code Ann.*, Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a);
- G. That Marty Minton shall be ineligible for a Maryland Home Improvement Commission license until the Guaranty Fund is reimbursed for all monies disbursed under this Order plus annual interest of at least ten percent (10%) as set by the Commission, *Md Code Ann.*, Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a), if Mr. Minton's bankruptcy proceeding concludes without discharging his obligation to the Guaranty Fund;
- H. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and

1. The first part of the report discusses the current situation in the country and the need for a comprehensive reform of the judicial system. It highlights the challenges faced by the courts, including delays, inefficiency, and a lack of transparency. The report also identifies the key areas for reform, such as the selection process for judges, the structure of the judiciary, and the role of the legal profession.

2. The second part of the report provides a detailed analysis of the existing judicial system. It examines the composition of the courts, the procedures for appointing and removing judges, and the mechanisms for ensuring judicial independence. The report also discusses the impact of the current system on the public and the economy.

3. The third part of the report presents a series of recommendations for reform. These include the establishment of a judicial council to oversee the selection and discipline of judges, the creation of a judicial academy to provide training and development for judges, and the implementation of a merit-based system for the recruitment of judges. The report also suggests the introduction of a judicial review process to ensure the accountability of the judiciary.

4. The fourth part of the report discusses the implementation of the proposed reforms. It outlines the steps that need to be taken to ensure a smooth transition from the current system to the new one. This includes the development of a detailed implementation plan, the establishment of a monitoring and evaluation mechanism, and the provision of technical assistance to the relevant institutions.

5. The fifth part of the report concludes with a summary of the key findings and recommendations. It emphasizes the importance of a comprehensive and coordinated approach to the reform of the judicial system, and the need for strong political leadership and public support to ensure the success of the reform process.

- I. Unless, within twenty days of the date of this Amended Proposed Order, any party files with the Commission written exceptions or a request to present argument, then this Amended Proposed Order will become final. By law, the parties then have an additional thirty days to file a petition for judicial review in Circuit Court.

J. Jean White
Chairperson –Panel
Maryland Home Improvement
Commission

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