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ADMINISTRATIVE HEARING PROCESS

CONSUMER PROTECTION DIVISION *
OFFICE OF THE ATTORNEY GENERAL *
STATE OF MARYLAND, *

Proponent, *

v. *

BOJ & SON'S CONSTRUCTION, *
LLC, *et al.*, *

Respondents. *

IN THE
CONSUMER PROTECTION
DIVISION
OFFICE OF THE
ATTORNEY GENERAL

CPD Case No.: OAG-CPD-23-008-371262
OAH Case No. OAH-CPD -04-23-18902

* * * * *

FINAL ORDER

1. The Consumer Protection Division of the Office of the Attorney General (the “Agency”)¹ hereby orders Respondents Bryan O. Jones (“Jones”) and BOJ & Son’s Construction, LLC (“BOJ & Sons”) (and collectively “Respondents”) to cease and desist from violating the Consumer Protection Act and to take affirmative action pursuant to § 13-403(b)(1) of the Consumer Protection Act as described herein.

Findings of Fact and Conclusions of Law

2. The Agency hereby adopts and incorporates the factual findings and conclusions of law found by Administrative Law Judge Dania Ayoubi (the “ALJ”) in the ALJ’s Proposed Decision, attached hereto as Attachment A, as if they were fully set forth herein, except the Proposed Decision is modified as follows by the Ruling on Exceptions filed with this Final Order:

--Conclusion of Law No. 3 is modified as follows:

3. The Respondents’ commitments to return payments to twenty consumers when no refund was provided and payment of partial refunds to four consumers were false or misleading statements or representations that constitute deceptive

¹ The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the “Agency,” while the Consumer Protection Division acting as the Proponent in the instant matter is referred to as “Proponent.”

trade practices under section 13-301(1) in violation of section 13-303 of the Consumer Protection Act. Md. Code. Ann., Com. Law §§ 13-301(1), 13-303(1), (2) (Supp. 2023).

--Conclusion of Law No. 4 is revised as follows:

4. The Respondents' agreements to provide home improvement goods and services to consumers that the Respondents ultimately failed to provide constitute false or misleading statements or representations under section 13-301(1) in violation of section 13-303 of the Consumer Protection Act. Md. Code Ann., Com. Law §§ 13-301(1), 13-303(1), (2) (Supp. 2023).

--Conclusion of Law No. 9 is revised as follows:

9. The Respondents failed to state material facts regarding their ability or willingness to perform home improvement services as contracted, deceived or tended to deceive consumers and constitute deceptive trade practices under section 13-301(3) in violation of section 13-303 of the Consumer Protection Act. Md. Code Ann., Com. Law §§ 13-301(3), 13-303(1), (2) (Supp. 2023).

Application

3. The provisions of this Final Order shall apply to Respondent Jones and any partnership, corporation, or entity in which he, individually, has an ownership interest or control, or for which he establishes policy or has the authority to establish policy.

4. The provisions of this Final Order shall apply to Respondent BOJ & Sons and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries, as well as all other persons acting in concert or in participation with BOJ & Sons.

Definitions

5. The term "home improvement" means: (i) the addition to or alteration, conversion, improvement, modernization, remodeling, repair, or replacement of a building or part of a building that is used or designed to be used as a residence or dwelling place or a structure adjacent to that

building; or (ii) an improvement to land adjacent to the building. Md. Code Ann., Bus. Reg. § 8-101(g)(1).

6. The term “home improvement” includes: (i) construction, improvement, or replacement, on land adjacent to the building, of a driveway, fall-out shelter, fence, garage, landscaping, deck, pier, porch, or swimming pool; (ii) a shore erosion control project, as defined under § 8-1001 of the Natural Resources Article of the Maryland Annotated Code, for a residential property; (iii) connection, installation, or replacement, in the building or structure, of a dishwasher, disposal, or refrigerator with an icemaker to existing exposed household plumbing lines; (iv) installation, in the building or structure, of an awning, fire alarm, or storm window; and (v) work done on individual condominium units. Md. Code Ann., Bus. Reg. § 8-101(g)(2).

Injunctive Provisions

7. The Respondents shall immediately cease and desist from engaging in any unfair or deceptive trade practices in violation of the Consumer Protection Act in connection with the offer, sale and/or performance of home improvement goods and services.

8. The Respondents shall not make any misrepresentation that has the capacity, tendency, or effect of misleading or deceiving any consumer in connection with the offer, sale or performance of home improvement goods and services.

9. The Respondents shall not fail to state any material fact, the omission of which would deceive or tend to deceive a consumer, in connection with the offer, sale or performance of home improvement goods and services.

10. The Respondents shall not misrepresent in connection with the offer, sale or performance of home improvement goods and services that they, or any company that they own or operate, have a sponsorship, approval, status, affiliation, or connection that they do not have.

11. The Respondents shall not hold themselves out as home improvement contractors or perform home improvement services in Maryland unless they possess the license required by Md. Code Ann., Bus. Reg. § 8-301(a).

12. The Respondents shall not offer or sell home improvement goods or services in Maryland unless they or someone they employ possesses the salesperson's license required by Md. Code Ann., Bus. Reg. § 8-301(b).

13. In the event that any of the Respondents obtains a license in good standing to offer, sell, or perform home improvement goods or services in Maryland, that Respondent agrees to notify the Agency in writing within five (5) business days of the date on which the license is issued, granted or reinstated.

14. In the event that a license or registration required to be held pursuant to paragraphs 11 and 12, is revoked, suspended, or otherwise becomes invalid at any point after the Respondents have offered a consumer home improvement goods and services, but before such services have been fully performed, the Respondents shall:

- a. Notify each such consumer to whom the Respondents have offered, sold or for whom the Respondents are performing such services of the lapse in licensure or registration;
- b. Allow each consumer to cancel any contract for the provision of the services without penalty or payment;
- c. Regardless of the consumer's election pursuant to subparagraph (b), not perform or collect any payment for such services until such time as the Respondents obtain all valid and necessary licenses or registrations; and
- d. If such license or registration is not reinstated within ten (10) days after its lapse,

refund all payments or deposits that the consumer has made for work that has not been completed.

15. The Respondents shall not offer or sell any consumer goods or services to consumers unless the Respondents are able to provide such goods or services.

16. In addition to the requirements prescribed by this Final Order, the Respondents shall not offer, sell, or provide home improvement goods and services in Maryland without complying with all requirements of the Maryland Home Improvement Law, Md. Code Ann., Bus. Reg. §§ 8-101 through 8-802.

17. The Respondents shall not collect, attempt to collect, request, or demand a deposit or other advance payment for home improvement goods and services that exceeds one-third of the total contract price for the home improvement goods and services.

18. The Respondents, when selling home improvement goods or services or offering such goods or services for sale, shall utilize contract forms that include all disclosures required by Maryland law, including but not limited to (a) disclosing the approximate dates when the performance of a home improvement will begin and when it will be substantially completed; and (b) providing a notice that gives the information required by Md. Code Ann., Bus. Reg § 8-501(c) (viii) and (ix) concerning the Maryland Home Improvement Commission (MHIC) and protections available to consumers when entering into a home improvement contract.

19. The Respondents shall maintain all deposits and other advance payments collected from a consumer in connection with the offer or sale of consumer goods or services in trust for the benefit of the consumer. The Respondents shall only use advance payments and deposits to:

- a. return all or a portion of the sum to the buyer;
- b. pay documented claims of persons who have furnished labor or material in

connection with the services purchased by the consumer;

- c. pay for documented purchases of materials necessary to provide the goods or services promised to the consumer; or
- d. satisfy the final payment after all promised goods and services have been provided to the consumer.

The Respondents shall maintain documentation of all deposits or other advance payments made by consumers, and shall, upon request, promptly provide the documentation to consumers or to the Agency.

20. The Respondents shall not expressly or impliedly misrepresent their willingness or ability to provide refunds to consumers and shall pay all refunds due or promised to consumers on the date a refund becomes due pursuant to the terms of a contract or within five (5) business days of either (i) the date of receiving a refund request or (ii) the date any of the Respondents agreed to provide a refund.

21. For at least ten (10) years from the date of this Final Order, the Respondents shall maintain records concerning all home improvement goods and services that they provide, and all payments they accept for home improvement goods and services. Upon request, the Respondents shall produce to the Agency the documents that must be maintained pursuant to this paragraph.

22. The Respondents shall not demand, collect, or attempt to collect any payment from consumers in Maryland to whom the Respondents offered, sold, or provided any home improvement goods and services without required home improvement licenses prior to the date of this Final Order.

23. The Respondents shall not store consumers' personal items unless they store the personal items in a storage facility that is approved by each consumer whose items are being stored

and the consumer has full-time access to their stored items, including the ability to remove the stored items at any time.

24. The Respondents shall fully advise consumers of their cancellation rights, including when selling consumer goods or services door-to-door, providing consumers with (a) a contract containing the statement regarding cancellation rights required by § 14-302(1) of the Door-to-Door Sales Act, Md. Code Ann., Com. Law §§ 14-301 through 14-306 (“Door-to-Door Sales Act”), (b) the Notice of Cancellation required by § 14-302(2) of the Door-to-Door Sales Act, and (c) the oral disclosure of the consumers’ right to cancel required under § 14-302(5) of the Door-to-Door Sales Act.

25. Each of the Respondents is barred from taking any payments, deposits, or other consideration from consumers in advance of providing an offered good or service unless that Respondent first provides the Agency with a surety bond (the “Bond”) in the amount of Five Hundred Thousand Dollars (\$500,000.00) that is in a form acceptable to the Agency and that meets the following conditions:

a. The Bond shall be issued by a surety licensed to do business in Maryland (the “Surety”) and shall provide that the Respondent and the Surety are held and firmly bound to consumers who suffer any damage or loss in connection with Respondent’s failure to provide any purchased good or service.

b. The Bond shall permit any consumer who suffers any damage or loss in connection with the Respondent’s failure to provide any purchased good or service to file a claim for the consumer’s damage or loss with the Surety and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by the consumer in connection with that Respondent’s

failure to provide any purchased good or service, as well as the costs of the legal action.

c. The Bond shall also permit the Proponent to file a claim with the Surety for any damage or loss suffered by a consumer in connection with that Respondent's failure to provide any purchased good or service and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by a consumer in connection with that Respondent's failure to provide any purchased good or service, as well as the costs of the legal action.

d. The Bond shall also permit the Proponent to file a claim with the Surety for costs and expenses it incurs in connection with its enforcement of this Final Order and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction for the costs and expenses incurred by the Proponent in connection with its enforcement of this Final Order.

e. The Bond posted by a Respondent pursuant to this paragraph shall remain in effect until five (5) years from the date the last claim is made, or if no claims are made, five (5) years from the date it is first posted.

f. Respondent shall provide the Agency with a copy of any Bond they obtain and shall maintain accurate records of all premium payments made on it and claims and payments made from it. Commencing ninety (90) days from the date of the entry of this Final Order and annually thereafter for the duration of the Bond, Respondent shall provide the Proponent with copies of all such records they maintain concerning any Bond they obtain.

g. If a claim is filed with a Surety by the Proponent, notice shall be given by mailing a copy of the claim to the Respondent. Any notice to the Respondent made under this or any other subparagraph shall be made consistent with paragraph 57.

26. The Respondents shall include in any contract or other agreement they enter into with consumers for any good or service the following information:

a. A notice informing the consumers of the name, address and telephone number of the surety that provides the bond required under paragraph 25 and informing consumers of their ability to file claims with the surety if they suffer any damage or loss in connection with the Respondent's failure to provide any purchased any good or service; and

b. a notice informing consumers that if they have any complaint concerning the Respondent's failure to provide any purchased good or service, they may contact the Consumer Protection Division at 200 St. Paul Place, 16th Floor, Baltimore, MD 21202; (410) 576-6300 or toll-free: (888) 743-0023.

Restitution

27. The Agency finds that the Respondents harmed consumers when they (a) took deposits and other advance payments from consumers for home improvement goods and services that they failed to provide and (b) illegally collected payments from consumers for home improvement goods and services when they lacked both a home improvement salesperson's license and a home improvement contractor's license.

28. The Respondents are jointly and severally liable for the payment of restitution equal to all payments that they received from consumers for home improvement goods and services, less any amounts that have already been refunded to consumers by the Respondents, when they either (a) failed to provide the purchased home improvement goods and services; or (b) lacked the required home improvement salesperson and contractor's licenses when they sold the home improvement goods and services to consumers (the "Restitution Amount").

29. Within thirty (30) days from the date of the entry of this Final Order, the Respondents shall make an initial payment of the Restitution Amount of Five Hundred and Fourteen Thousand, Eight Hundred Dollars (\$514,800.00).

30. The Agency shall deposit the Restitution Amount into a bank account managed by the Agency (the "Restitution Account"). The Proponent shall use the Restitution Amount, and other payments that the Respondents are directed to make by the Agency, to pay consumers who were harmed due to the Respondents' unfair and deceptive trade practices found by the Agency and to pay the costs of the claims procedure set forth in this Final Order.

31. The following consumers are owed the following amounts for payments they made to the Respondents for home improvement goods and services that the Respondents failed to provide and for payments the Respondents collected from them when the Respondents lacked the required licenses to offer, sell and provide home improvement goods and services:

| | |
|--|----------|
| | \$7,500 |
| | \$5,000 |
| | \$6,500 |
| | \$10,000 |
| | \$6,000 |
| | \$10,000 |
| | \$15,000 |
| | \$9,500 |
| | \$20,000 |
| | \$13,000 |
| | \$10,000 |
| | \$7,000 |
| | \$5,000 |
| | \$4,000 |
| | \$10,000 |
| | \$5,000 |
| | \$1,000 |
| | \$2,000 |
| | \$4,500 |
| | \$28,000 |
| | \$72,000 |
| | \$25,000 |

| | |
|-------|-----------|
| | \$33,500 |
| | \$16,700 |
| | \$20,000 |
| | \$15,000 |
| | \$10,000 |
| | \$40,000 |
| | \$30,000 |
| | \$17,500 |
| | \$7,500 |
| | \$10,000 |
| | \$11,600 |
| | \$9,000 |
| | \$18,000 |
| Total | \$514,800 |

32. The uncontested record of this case also showed that the Respondents harmed other consumers by selling them home improvement goods and services while they were licensed and could lawfully offer such goods and services, but the Respondents failed to fully provide all of the home improvement goods and services that consumers purchased and the amount of payments that the consumers made for work that was not performed has not yet been determined. These consumers include Enyinna Anthony, JoaAnn Baxley, Stephany Cotton, Iris Davenport, Audrey, Jennings, Barbara Ready, Angela White and Deborah Wright. These consumers and other consumers who are similarly situated may make claims for restitution that will be processed consistent with the claims procedure outlined below.

33. Within thirty (30) days after the date of this Final Order, the Respondents shall provide Proponent with a list of all consumers from whom the Respondents collected any amount for home improvement goods and services (the "Consumer List"). For each consumer, the Respondents shall provide the following information in the form of a spreadsheet, with each item in a separate field:

- (a) the consumer's first name;
- (b) the consumer's last name;

- (c) the consumer's last known address;
- (d) the consumer's last known city, state, and postal code;
- (e) the consumer's last known telephone number;
- (f) the consumer's last known email address;
- (g) the date of the contract for home improvement goods and services that the Respondents entered into with the consumer;
- (h) the amount the consumer paid the Respondents for home improvement goods and services;
- (i) a description of all of the goods and services purchased by the consumer;
- (j) a description of the goods or services that were actually provided;
- (k) a description of the goods and services that were purchased but not provided to the consumer or, in the event no goods or services were provided, a confirmation that no goods or services were provided; and
- (l) the amount of any refund(s) provided to the consumer by the Respondents.

The Consumer List required under this paragraph shall be provided in an electronic format.

34. The Proponent shall perform a claims process that will be conducted by a person or persons appointed by the Agency (hereinafter the "Claims Administrator"). The Claims Administrator may be an employee of the Agency or an independent claims processor.

35. The claims process shall consist of identifying and locating each consumer who is eligible to receive restitution pursuant to this Final Order, gathering all information necessary to determine the amounts of restitution due to each consumer who is eligible to receive restitution, and the Claims Administrator mailing restitution payments and other mailings necessary to the claims process to all such eligible consumers.

36. If it is possible to determine a consumer's entitlement to relief from sources other than the consumer, that relief shall be provided to the consumer without the necessity of the consumer submitting information in the claims process.

37. For consumers who received some, but not all, of the home improvement goods and services that they purchased from the Respondents while the Respondents were licensed home improvement contractors, the Claims Administrator shall determine the amount of the payments the consumers made for home improvement goods and services that were purchased but not

provided by the Respondents. In making this determination, the Claims Administrator may rely on information supplied by both the consumers and the Respondents. If consumers who make claims pursuant to this paragraph have filed claims with the Maryland Home Improvement Commission and the Commission has made a determination of the value of such claims, then the Home Improvement Commission's determination may be relied on by the Claims Administrator in setting the amount of restitution that may be paid to the consumer. If the Respondents do not agree with the amount of restitution owed to individual consumers as determined by the Claims Administrator pursuant to this paragraph, the Respondents may dispute that amount and seek the resolution of that dispute by the Chief of the Agency or the Chief's designee pursuant to paragraph 58 of this Final Order.

38. The Claims Administrator shall perform the tasks necessary to ensure a thorough and efficient determination of consumers' claims pursuant to the terms of this Final Order.

39. The Claims Administrator shall perform the above duties under the supervision and control of the Proponent.

40. The Respondents shall give the Claims Administrator complete access to all records, data, and personnel necessary for the Claims Administrator to complete their duties.

41. The Respondents shall be liable for the costs of conducting the claims process, including the payment provided for under paragraph 55 of this Final Order. The Claims Administrator shall notify the parties of all costs incurred in connection with the claims process.

42. If, at any stage of the claims process, it is determined that the Restitution Account will require additional payments to satisfy all consumer restitution due under this Final Order or to pay the costs of the claims process, Respondents shall deposit additional money in the Restitution Account in the amount specified by the Proponent within thirty (30) days of being

notified by the Proponent of the additional amount.

43. If there are insufficient funds collected to provide full restitution to each victim, benefits shall be distributed to consumers on a *pro rata* basis.

44. The Proponent shall utilize all restitution amounts collected under this Final Order to first pay consumers who are eligible for restitution under this Final Order and have not yet received a refund of all or a portion of the amounts they paid by either the Respondents or the Maryland Home Improvement Guaranty Fund established pursuant to Md. Code Ann., Bus. Reg. Title 8, Subtitle 4. After consumers harmed by the Respondents' practices have been fully compensated for the harm they sustained, additional restitution payments that are collected shall be turned over to the Home Improvement Guaranty Fund to reimburse it for payments that it made to consumers harmed by the Respondents' unfair and deceptive trade practices.

Civil Penalties

45. Pursuant to Md. Code Ann., Com. Law § 13-410, the factors to be considered by the Agency in setting the amount of a civil penalty are:

- (i) The severity of the violation for which the penalty is assessed;
- (ii) The good faith of the violator;
- (iii) Any history of prior violations;
- (iv) Whether the amount of the penalty will achieve the desired deterrent purpose; and
- (v) Whether the issuance of a cease and desist order, including restitution, is insufficient for the protection of consumers.

The Agency's consideration of these factors, as set forth below, supports the imposition of a substantial penalty.

46. The Respondents' violations were severe. For a period of more than three years, the Respondents offered and sold home improvement goods and services to consumers and then, in

most instances, failed to provide those goods and services. Describing this injury, the ALJ concluded:

Further, the Respondents' agreements to provide renovation services that the Respondents ultimately failed to provide caused substantial injuries to consumers. As the record demonstrates, consumers were left in the balance as they awaited the Respondents. Some were able to retain the services of other contractors at additional costs to them. . . Others had to wait for significant periods of time without use of their kitchens or other essential areas of their homes. One consumer continues to live in her home without a finished kitchen.

(Prop. Dec., p. 105-106) (citations omitted).

47. The Respondents collected deposits in excess of the one-third of the contract price maximum permitted under the Maryland Home Improvement law. The Respondents refused to provide refunds to consumers in most instances, and in those four instances where refunds were paid, in two of the instances they only did so after judicial proceedings were initiated against them (and all four consumers were only paid part of the amounts they were owed). (Prop. Dec. p. 94). After October 25, 2022, the Respondents offered their home improvement goods and services without required licenses and then lied to consumers about their licensing status. (*Id.* at pp. 92, 101). The ALJ concluded that the Respondents' continued offer and sale of home improvement goods and services caused substantial injury to consumers, including depriving them of their ability to seek compensation from the Home Improvement Guaranty Fund for the Respondents' failure to perform. (*Id.* at p. 105).

48. The Respondents clearly acted in bad faith and without regard for the law. There is substantial evidence that the Respondents acted in bad faith when they misled consumers about their willingness and ability to provide promised home improvement goods and services and to pay consumers refunds. Additionally, it is worth noting that the Respondents did not respond to the Statement of Charges filed against them, refused to cooperate in discovery, and failed to appear

at the hearing of this matter. Consequently, the Proponent's allegations that that the Respondents provided "false excuses" for their failure to perform purchased services and that the Respondents provided "false and misleading representations" regarding their "willingness or ability" to perform those services and "to refund consumers' payments" (Statement of Charges ¶¶ 11, 25) should have been treated as admitted. *See* COMAR 02.01.02.07D ("Effect of Failure to Deny. Unless denied in a timely-filed response, allegations are admitted.").

49. The Respondents, over a three-year period, took hundreds of thousands of dollars from consumers, in most cases by charging illegally large deposits, and offered consumers nothing more than false and contradictory excuses for their failure to perform. When confronted about their licensure, the Respondents simply lied to consumers either by falsely claiming they were licensed or by displaying their then-suspended MHIC license number (or in one instance the license number of another contractor). The Respondents used illegal contract forms, did not disclose consumers' cancellation rights under the Door-to-Door Sales Act, and repeatedly falsely promised to pay refunds that they never paid. This and other facts of unfair and deceptive conduct by the Respondents that was established at the hearing of this matter demonstrate the Respondents' bad faith.

50. The Respondents have no known prior history of violating Maryland's home improvement laws, but the facts of this case show a three-year period of violations that has resulted in more than \$1,120,000 in claims for reimbursement of actual losses to the MHIC Guaranty Fund, and more than \$500,000 owed to the 35 consumers listed in paragraph 31 above. The Respondents' violations were multiple and long standing.

51. Injunctive provisions and an order to pay restitution alone are not likely to deter the Respondents from continuing the same course of illegal conduct and are insufficient to protect

consumers. An injunction and a requirement that the Respondents pay restitution only puts the Respondents in the financial situation in which they would have been had they complied with the law in the first place. A significant penalty is necessary to deter Respondents and those similarly situated from engaging in this or a similar type of illegal conduct in the future and to protect consumers.

52. The Respondents have committed at least one hundred and eighty-two (182) violations of the Consumer Protection Act in the following ways:

- Respondents committed twenty-three (23) violations of the Consumer Protection Act when they collected deposits for home improvement goods and services that exceeded one-third of the contract prices.
- Respondents committed seventeen (17) violations of the Consumer Protection Act when they represented to consumers that they continued to be licensed by the MHIC after their licenses had been suspended.
- Respondents committed twenty (20) violations of the Consumer Protection Act when they promised to pay refunds to consumers that they failed to provide.
- Respondents committed thirty-six (36) violations of the Consumer Protection Act when they failed to make material disclosures in their home improvement contract.
- Respondents committed at least forty-three (43) violations of the Door-to-Door Sales Act when they failed to advise consumers orally and in writing of their rights to cancel their contracts.
- The Respondents violated the Consumer Protection Act each time they offered and sold home improvement goods and services that they failed to provide. The record of this case reflects that this occurred at least forty-four (44) times.

53. Section 13-410(a) of the Consumer Protection Act provides that a merchant who engages in a violation of the Act is subject to a fine of not more than \$10,000 for each violation. Because the Respondents violated the ALJ's order to produce their complete business records to the Proponent, the 182 violations of the Consumer Protection Act that the Respondents have been found to have committed is likely only a portion of the true number of times that the Respondents violated the Consumer Protection Act.

54. Following consideration of the evidence presented in this case and the factors set forth in Section 13-410(d) of the Consumer Protection Act, the Agency has determined that

Respondents shall, jointly and severally, no later than thirty (30) days from the date of this Final Order, pay civil penalties totaling Four Hundred and Fifty-Five Thousand Dollars (\$455,000), representing a penalty of \$2,500 for each violation of the Consumer Protection Act identified in this case.

Costs

55. Within thirty (30) days from the date of this Final Order, Respondents shall pay the Agency, jointly and severally, \$30,235.30 for Proponent's costs incurred investigating and prosecuting this matter. *See* Bill of Costs, attached hereto as Attachment B.

Allocation of Payments

56. All payments that are collected pursuant to this Final Order shall first be used to pay restitution to consumers harmed by the Respondents' unfair and deceptive trade practices. After the payment of restitution to consumers, payments collected shall be credited to the Home Improvement Guaranty Fund to compensate it for payments made to the Respondents' victims. After payment of restitution and reimbursement of the Guaranty Fund, the payments shall be allocated to payment of costs. After payment of restitution and costs, payments shall be allocated to civil penalties imposed under this Final Order

Notice

57. Any notice that is made by any of the parties to another party, or by the Agency to the parties, shall be provided via Electronic and First-Class Mail to the persons identified below at the addresses listed below, unless a different contact person or address is specified in writing by the party changing such contact person or address.

For the Proponent:

Philip Ziperman
Deputy Chief

Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
pziperman@oag.state.md.us

and

Chief, Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
16th Floor
Baltimore, MD 21202
consumer@oag.state.md.us

For Respondents Bryan O Jones and BOJ and Son's Construction, LLC:

Bryan O. Jones, Owner
3002 W. Lanvale Street
Baltimore, MD 21216

Resolution of Disputes

58. The Chief of the Agency or the Chief's designee shall resolve any disputes regarding this Final Order and enter any supplemental orders needed to effectuate its purpose.

Notice to Respondent

59. Pursuant to Md. Code Ann., Com. Law § 13-403(d), Respondents are hereby notified that if the Agency determines that a Respondent has failed to comply with this Final Order within thirty (30) days following service of this Final Order, Proponent may proceed with enforcement of the Final Order pursuant to Title 13 of the Commercial Law Article.

Appeal Rights

60. A party aggrieved by this Final Order is entitled to judicial review of the decision as provided by § 10-222 of the State Government Article of the Annotated Code of Maryland. Generally, a petition for judicial review must be filed within thirty (30) days after the date of the order from which relief is sought. The time for filing a petition is set forth in Rule 7-203 of the

Maryland Rules and the rules regulating judicial review of administrative agency decisions as set forth in Rules 7-201 to 7-210 of the Maryland Rules.

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL

Date: April 18, 2024

By:



Steven M. Sakamoto-Wengel
Consumer Protection Counsel for
Regulation, Legislation and Policy and
Chief's Designee

Copies to:

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