

IN THE MATTER OF THE CLAIM  
OF DARLENE HARROD,  
CLAIMANT,  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF EDWARD FENNELL,  
T/A MID-ATLANTIC  
WATERPROOFING OF MD, INC.,  
RESPONDENT

\* BEFORE DANIEL ANDREWS,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
\* OAH No.: DLR-HIC-02-15-28755  
\* MHIC No.: 15 (75) 815  
\*  
\*  
\*  
\*

\* \* \* \* \*

**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On April 3, 2015, Darlene Harrod (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$16,993.00 in alleged actual losses suffered as a result of a home improvement contract with Edwin Fennell, trading as Mid-Atlantic Waterproofing of MD, Inc. (Respondent).

I held a hearing on December 3, 2015 at the Calvert County Public Library in Prince Frederick, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015).<sup>1</sup> The Claimant represented herself. Benjamin Whetzel, Esquire, represented the Respondent. Eric London, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the Office of Administrative Hearings (OAH) govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014), Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02, and 28.02.01.

### **ISSUES**

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of any acts or omissions committed by the Respondent?
2. If so, what is the amount of that loss?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

I admitted the following exhibits<sup>2</sup> on the Claimant's behalf:

- Cl. Ex. 1 Chronology
- Cl. Ex. 2 Anderson Inspection Consultants, Inc. (AIC), Mold Analysis, dated November 25, 2014, and Inspection Report, dated December 5, 2014
- Cl. Ex. 3 Respondent Agreement (Contract) with Claimant, dated January 3, 2015
- Cl. Ex. 4 Respondent's Service Warranty, dated January 3, 2015
- Cl. Ex. 5 Respondent's Pre-Renovation Form, dated January 3, 2015
- Cl. Ex. 6 Respondent's Foundation Inspection Analysis, dated January 3, 2015
- Cl. Ex. 7 Email from Claimant to Respondent, dated January 5, 2015
- Cl. Ex. 8 Letter from Claimant to Respondent, dated January 14, 2015
- Cl. Ex. 9 Letter from Claimant to Respondent, dated January 21, 2015

---

<sup>1</sup> Unless otherwise noted, all citations of the Business Regulation Article hereinafter refer to the 2015 Replacement Volume.

<sup>2</sup> The Claimant originally marked her exhibits with letters A through O. For this decision, I have renumbered the exhibits using numbers.

- Cl. Ex. 10 Letter from Claimant to Respondent, dated January 29, 2015
- Cl. Ex. 11 Series of colored photographs of Claimant's crawl space and work performed by the Respondent
- Cl. Ex. 12 Master Kleen Mold Inspection Analysis and Remediation Scope of Work, dated May 26, 2015
- Cl. Ex. 13 GreenSky Financing Agreement, dated January 5, 2015
- Cl. Ex. 14 GreenSky Financing Terms, dated January 5, 2015 and June 5, 2015
- Cl. Ex. 15 Email from Claimant to Respondent, dated January 5 and 6, 2015
- Cl. Ex. 16 Master Kleen Invoice, dated September 7, 2015; Credit Card Receipt, dated September 8, 2015
- Cl. Ex. 17 Master Kleen Estimate, dated February 25, 2015
- Cl. Ex. 18 Respondent's spreadsheet of expenses for mold removal with supporting receipts
- Cl. Ex. 19 Respondent's Service Ticket, dated January 21, 2015
- Cl. Ex. 20 Claimant's letter to Respondent, dated May 28, 2015

I admitted the following exhibits on the Respondent's behalf:

- Resp. Ex. 1 Respondent's Contract with Claimant, dated January 3, 2015
- Resp. Ex. 2 DMR Construction, LLC Invoice, dated January 10, 2015
- Resp. Ex. 3 Respondent's colored photographs (before and after work performed)
- Resp. Ex. 4 Respondent's Service Ticket, dated January 21, 2015
- Resp. Ex. 5 Respondent's Post Inspection Conversation Log, undated
- Resp. Ex. 6 Respondent's letter to MHIC, dated February 25, 2015
- Resp. Ex. 7 Letter to MHIC, dated February 25, 2015
- Resp. Ex. 8 Respondent's Conversation Log
- Resp. Ex. 9 Complaint Activity Report, Better Business Bureau
- Resp. Ex. 10 Respondent's letter to GreenSky Credit, dated May 21, 2015

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 Notice of Hearing, dated September 28, 2015
- Fund Ex. 2 Hearing Order, dated August 18, 2015
- Fund Ex. 3 Licensing History for the Respondent, dated November 4, 2015
- Fund Ex. 4 Home Improvement Claim Form, received April 3, 2015
- Fund Ex. 5 Letter to the Respondent from MHIC, dated April 10, 2015
- Fund Ex. 6 Colored Photograph of work performed by the Respondent
- Fund Ex. 7 Colored Photograph of work performed by the Respondent
- Fund Ex. 8 Colored Photograph of work performed by the Respondent

### Testimony

The Claimant testified on her own behalf.

The Respondent presented the testimony of Derrick Dawson, Sales Associate; Andrew Altman, General Manager; and Michael Forman, Quality Control Manager.

The Fund did not present 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 licensed by the MHIC as a home improvement contractor, individually under license number 01-17788, and his under his business name, Mid-Atlantic Waterproofing of MD, Inc., under license number 05-28758.

2. The Claimant owns a home located in Huntingtown, Maryland. The home has a crawl space under the main floor of the home.

3. After suspecting she that had a mold issue in her home, the Claimant contacted AIC to perform a mold inspection of her home, which confirmed a mold and moisture problem in her crawl space.

4. The Claimant researched possible companies to help her with the mold issue in her crawl space. One company, Master Kleen, offered a plan to remove the mold at a cost of approximately \$12,276.00, but the owner advised that he did not want to drive two hours from the Eastern Shore to the Claimant's home. The Respondent's business was another company that the Claimant considered.

5. On January 3, 2015, the Claimant met with Derrick Dawson, a salesman for the Respondent. After an inspection of the Claimant's home and crawl space, Mr. Dawson observed moisture and mold. Mr. Dawson conducted an Ipad presentation for the Claimant, which demonstrated the work performed by the Respondent, including crawl space encapsulation. After the presentation, the Claimant hired the Respondent.

6. During the meeting on January 3, 2015, Mr. Dawson never explained that the Respondent did not perform mold removal work.

7. After the presentation, Mr. Dawson offered three pricing plans ranging from \$22,191.00 to \$24,988.00. After a discussion about Master Kleen's estimate, the Respondent agreed to perform work on the Claimant's crawl space for \$16,933.00.

8. On January 3, 2015, the Claimant entered into the Contract with the Respondent to waterproof her crawl space.

9. The total cost of the Contract price was \$16,993.00 and the Claimant made a \$1,000.00 deposit.

10. The Contract required the Respondent to install: a subfloor pressure relief system, two sump pumps, convection and weeping ports, an air/scent system; and an emergency power backup system. The Contract provided that the Claimant was responsible to supply, at her own cost, electrical power to any sump pump installed by the Respondent.

11. The area to be waterproofed under the Contract included the crawl space which, by looking at the front of the house, was approximately 57 feet wide and 24 feet deep. The crawl space contained approximately four structural support cement columns. The floor of the crawl space was dirt and stone. The crawl space walls were built using cinderblock.

12. The Respondent provided to the Claimant a service warranty, which would be valid during the entire time she owned the title to her home. The service warranty includes any labor and materials related to the area covered by the Contract against water seeping in from the lower wall cove (where wall meets floor) and where the pressure relief system has been installed.

13. On January 5, 2015, the Claimant sent an email to Mr. Dawson thanking him for the presentation on "eliminating moisture, water, mold, etc., problems from her crawl space."

Cl. Ex. 7.

14. On Thursday, January 8, 2015, the Respondent arrived at the Claimant's home to perform the Contract.

15. The Claimant expressed concern over having any dust, earth, odors, or mold particles coming into her home from the work being performed in the crawl space. For this reason, she wanted brand new clean tarps put over her vents and air registers. The Respondent advised, however, that the work in the crawl space would not affect her living area.

16. The Respondent continued work in the Claimant's crawl space on January 9, 2015.

17. On January 9, 2015, a representative for the Respondent had the Claimant sign a warranty for the work being performed.

18. On January 10, 2015, the Respondent's work crew continued to perform work in the crawl space and completed the work.

19. After observing the work performed by the Respondent, the Claimant was not pleased with the finished work because it did not look anything like the images she saw during the Ipad presentation.

20. On January 12, 2015, the Claimant reviewed the Respondent's website and in a section titled Mold and Mildew Prevention, she read that the Respondent does not provide mold testing, remediation or removal.

21. On January 13, 2015, the Claimant telephoned a representative for the Respondent, Mr. Glassman, and complained about the work performed, the lack of mold removal or remediation, and that no plastic tarps were placed down to prevent any dust coming into her living space. Mr. Glassman explained that the Respondent did not perform mold removal or remediation, but could make a recommendation, and he also explained that the Claimant has a warranty and that he would send out a technician to review the job. The Claimant followed up this telephone call with several letters sent to the Respondent.

22. On January 21, 2015, Angelo DaSilva, a technician for the Respondent, arrived at the Claimant's home to inspect the work performed. After the inspection, he determined that the waterproofing system was properly installed and was working.

23. By a letter dated January 21, 2015 that she mailed to the Respondent, the Claimant complained that she was very disappointed with the work performed by the Respondent. The Claimant stated that her crawl space looks nothing like the Ipad presentation. The work performed looks like leftover materials were used, that they were installed in a sloppy manner, and that the vapor barrier was not securely sealed. She explained that she did not get what she thought she was getting; it was as if she ordered a Cadillac but received a Volkswagen. Again, the Claimant requested that the Respondent remove all the materials and leave her property as close as possible to the way it was before the Respondent began work.

24. On January 26, 2015, in a telephone call with the Respondent's general manager, Andrew Altman, the Claimant continued to express her dissatisfaction with the work performed and that it did not match the Ipad presentation. Mr. Altman asked the Claimant if there was any way the Respondent could fix her complaint. In response, the Claimant requested that the Respondent remove their materials out of her home and let her find another company to do the job. Mr. Altman advised he would call again to see if he and the Claimant could work out any issues.

25. By a letter dated January 28, 2015 that she mailed to the Respondent, the Claimant continued to complain about the Respondent's work, but acknowledged that she and the Respondent disagree over the quality, thoroughness, effectiveness, and completeness of the work performed. Again, the Claimant requested that the Respondent return and remove all of its materials so she can have the work performed correctly to prevent any additional moisture and mold from entering her home.

26. On January 30, 2015, Michael Forman, Quality Control Manager for the Respondent, arrived at the Claimant's home to inspect the work performed. The Claimant again requested that the Respondent remove its materials from her home. Mr. Forman found the waterproofing system to be installed and working properly.

### DISCUSSION

In this case, the Claimant has the burden of proving the validity of her claim by a preponderance of the evidence. Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125, n. 16 (2002), quoting Maryland Pattern Jury Instructions 1:7 (3rd. ed. 2000).

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). *See also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Md. Code Ann., Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has failed to establish eligibility for compensation from the Fund because she did not establish an actual loss caused by an unworkmanlike, inadequate, or incomplete home improvement performed by the Respondent.

#### *The Claimant's Case*

The Claimant testified that she submitted her claim against the Fund because of her efforts to have a mold problem fixed in the crawl space of her home. The Claimant explained



that after seeing mold in her home, she contacted AIC, which performed an inspection of her home and determined that the source of the mold problem was from the crawl space.

The Claimant testified that she researched companies on the internet and later obtained quotes from Master Kleen and the Respondent. Master Kleen offered to do the job for \$12,276.00 but, after the owner of Master Kleen refused to drive two hours from the Eastern Shore to her home, the Claimant stated that she settled on the Respondent's company. The Claimant added that she selected the Respondent's company because it had been in business for 50 years and its website stated that crawl spaces were a specialty.

The Claimant testified that on January 3, 2015 she met with Derrick Dawson, a salesman for the Respondent. Mr. Dawson performed an inspection of her home during which he observed mold. The Claimant stated that after the inspection, Mr. Dawson showed her an Ipad presentation to demonstrate the work performed by the Respondent, including a repaired and encapsulated crawl space. The Claimant explained that at no time did Mr. Dawson state that the Respondent did not do mold work. She stated that had he explained that, she would not have hired the Respondent. After the Ipad presentation, Mr. Dawson presented three pricing plans ranging from \$22,191.00 to \$24,988.00. The Claimant testified that she told Mr. Dawson that Master Kleen offered to perform the work at the cost of \$15,000.00. After a discussion with his superior, Mr. Dawson informed the Claimant that the Respondent would perform the work at a total cost of \$16,993.00. At this point, the Claimant testified that she agreed and signed the Contract with the Respondent. Claimant Exs. 3, 4, 5, and 6. On January 3, 2015, the Claimant paid the Respondent a deposit of \$1,000.00.

The Claimant testified that on January 5, 2015 she emailed Mr. Dawson to thank him for the presentation on "eliminating moisture, water, mold, etc. problems from her crawl space." Claimant Ex. 7. The Claimant explained that her emails contained several questions about the

proposed work and requested a more legible copy of the Foundation Inspection Analysis.

Claimant's Ex. 6. The Claimant noted that when Mr. Dawson responded he never explained that the Respondent does not do mold work. The Claimant, however, testified that later, after the Respondent completed work on her crawl space, she discovered on the Respondent's website that the Respondent does not perform mold removal work.

The Claimant testified that on January 8, 2015 through January 10, 2015, the Respondent performed work under the Contract. During this time period, the Claimant signed a warranty protection form, with the understanding that payments for the work performed would begin. The Claimant testified that on the last day, when the work was completed, she came home from an appointment and, with her brother-in-law, inspected the work performed, at which time she found the work to be inexcusably shoddy. She explained that the work performed did not look anything like the Ipad presentation. The Claimant testified that she called the Respondent on January 13, 2015 and wrote letters to express her dissatisfaction with the work performed on January 14, 21, and 29, 2015. Claimant Exs. 8, 9, and 10.

The Claimant testified that the Respondent did send out Mr. DaSilva and Mr. Forman to inspect the work performed, but both employees determined the waterproofing system was properly installed and was working.

The Claimant explained that she later hired Master Kleen to remove the mold from her home at the cost of \$5,657.00, and wants Master Kleen to redo all the work performed by the Respondent to ensure that the water and moisture issues are addressed. The Claimant testified that Master Kleen's estimate to perform this work was an additional \$15,611.00.

On cross-examination, the Claimant acknowledged that she filed a complaint with the Better Business Bureau (BBB), which requested that she sit down with the Respondent in an attempt to resolve her issues, but the Claimant refused to do so. The Claimant also stated that

she did not and would not let the Respondent back into her home to remedy the problems. She testified that she would not let the Respondent back into her home even if she has to pay for it for ten years. Finally, on cross-examination, the Claimant acknowledged that she is not an expert in waterproofing, but knows “a crummy job” when she sees one.

*The Respondent's Case*

Derrick Dawson testified that he is a sales associate with the Respondent and made an Ipad presentation to the Claimant. According to Mr. Dawson, the Ipad presentation reviews the Respondent's credentials and awards. He explained that the video discusses why water comes into a home and the systems available to stop the water. Mr. Dawson testified that the presentation does not discuss mold removal and he never discussed mold removal with the Claimant.

Andrew Altman testified that he is the general manager for the Respondent and has been with the company for 24 years, and the company has been in business for 50 years. Mr. Altman testified that the Respondent entered into the Contract with the Claimant for waterproofing. Respondent Ex. 1. Mr. Altman explained that the Contract required the Respondent to install: a subfloor pressure relief system identified on the Contract as a Hydro-Trac (lower wall service); two Mida 7500 sump pumps (a heavy-duty submersible pump system); convection and weeping ports; a midalizer air/scent system; and an emergency power backup system.

Mr. Altman explained that the Respondent hired DMR Construction, LLC, a subcontractor, to perform the Contract. DMR submitted an invoice for installing the hydro-trac, sump pumps, convection ports, and membrane on walls,<sup>3</sup> removing trash and debris out of the crawl space, a dump fee, and for taking photographs. Respondent Ex. 2. Mr. Altman testified that both before and after photographs were taken at the job site. Respondent Ex. 3.

---

<sup>3</sup> The Respondent did not explain what is meant by a “membrane.”

Mr. Altman testified that a service technician, Angelo DaSilva, went out to the Claimant's home to check the crawl space. The Respondent's Service Ticket indicates that Mr. DaSilva arrived on January 21, 2015 at 9:30 a.m. and left at 12:00 p.m. Respondent Ex. 4. According to the Service Ticket, Mr. DaSilva found the system working properly, the membrane installed properly and determined that the crew did a great job.

Mr. Altman testified that Michael Forman performed a post inspection of the work performed at the Claimant's home and created a Conversation Log. Respondent Ex. 5. Mr. Altman testified that, according to the Conversation Log, everything was working properly. Mr. Altman also explained that, according to the Conversation Log, the Claimant complained that the home's support columns in the crawl space were not encapsulated and that the Claimant was staying at her sister's home because of the smell of the mold. The Conversation Log indicates, however, that Mr. Forman explained to the Claimant that the Respondent typically does not wrap the support columns because there is no earth against those structures. Additionally, the Conversation Log indicates that Mr. Forman could not detect any lingering odor.

Mr. Altman testified about a complaint the Claimant filed with the MHIC and a response the Respondent submitted by letter dated February 25, 2015. Respondent Ex. 6. As acknowledged in the letter, Mr. Altman stated that the Claimant conceded that the Respondent does not perform mold remediation or removal, which is also listed on the Respondent's website, and that the Respondent never made any representation that it performed mold remediation or removal.

Mr. Altman explained that the Claimant filed a complaint with the BBB. According to a BBB Complaint Activity Report, the BBB closed the case with a comment that the complaint seems to be a case of buyer's remorse, as the consumer (Claimant) brings up the monetary aspect

in detail multiple times, without allowing the business (Respondent) to provide any remedy for her concerns. Respondent Ex. 7.

Mr. Altman testified about a response the Respondent made by letter to GreenSky Financing. Respondent Ex. 8. He explained that the letter was required, because the Claimant was trying to stop the financing she obtained for the work performed by the Respondent. Mr. Altman explained that the letter provides a chronology of events the Respondent followed to address the issues raised by the Claimant. The letter states that the Respondent completed the Contract on January 10, 2015 and a full warranty was put into place. After a complaint by the Claimant, Mr. DaSilva, a senior service technician, went to the Claimant's home on January 21, 2015 and assessed the situation, took photographs, and made suggestions to the Claimant. After assessing the situation and reviewing the photographs with a service supervisor, the Respondent determined the system had been properly installed. The letter further indicates that on January 30, 2015, Michael Forman, a quality control representative, went to the Claimant's home to assess the situation and determined the system was installed correctly. Finally, the letter reflects that the Claimant was advised that she had a lifetime warranty on the work performed.

During cross-examination by the Fund, Mr. Altman testified that, according to the Contract, the Claimant was responsible to provide electrical service to the sump pumps, and to remedy the odor issue complained about by the Claimant, the Respondent removed the midalizer air/scent system. He also explained that the Respondent will install its waterproofing system even if mold is present, regardless of whether the mold was remediated or removed prior to the installation of waterproofing.

### *Analysis*

The Claimant has the burden of proof to demonstrate that the work performed by the Respondent was unworkmanlike, inadequate, or incomplete. The evidence demonstrates that the

Claimant had a mold problem in her home due to moisture issues in her crawl space. Without a doubt, the Claimant wanted both issues resolved, but hired the Respondent, who only performs water proofing services. The Contract in this case was limited to waterproofing the crawl space without any mold removal or remediation work to be performed. The evidence demonstrates that the Respondent never offered to perform mold remediation and the company only performs water proofing services. I have no doubt that the Ipad presentation demonstrated a quality of work that was not reflected in the Respondent's finished product. The Respondent's Ipad presentation depicts a fully encapsulated crawl space, including support columns, with all vapor barriers tightly secured. The Claimant's photographs demonstrated that the vapor barrier placed on the ground floor was loose and not tightly secured and her support columns were not encapsulated. The Respondent's photographs, taken after the job was complete, demonstrates that the vapor barrier was placed throughout the crawl space ground floor and appears to be tightly secured. The Respondent's photographs also show that the Respondent did not encapsulate the cement columns in the Claimant's crawl space. It was not made clear why there was such a disparity between the photographs. The Respondent explained that to water proof a crawl space it was not required to encapsulate support columns since there is no earth on the upper portions of these structures, which leads to moisture being pulled from the ground. The Claimant's experience between the Ipad demonstration and the finished work product by itself does not establish an actual loss. Her subjective complaint about the support columns, without some other objective or expert testimony as to why the Respondent's failure to encapsulate the support columns, does not establish an actual loss. The Claimant complains that she requested from the Respondent to lay plastic coverings over her air registers or vents to prevent any dust or dirt from coming into her home during any work performed. She presented no objective evidence, however, to demonstrate that any failure to do so by the Respondent was

unworkmanlike. The Respondent presented evidence that it performed two inspections of the work performed, which resulted in a finding that the waterproofing system was properly installed and was working.

After reviewing the Claimant's exhibits, especially her letters of complaint to the Respondent, it is clear that she wanted more than she bargained for in the Contract. The Claimant wanted to both waterproof her crawl space and have any mold removed or remediated. She, however, entered into a home improvement contract with the Respondent to water proof her crawl space. Without any objective evidence or expert testimony, except for the Claimant's subjective complaints that the work performed by the Respondent was inexcusably sloppy or crummy, I must conclude that the Claimant has failed to meet her burden of proof.

#### **PROPOSED CONCLUSION OF LAW**

I conclude that the Claimant has not met her burden of proof to establish that she suffered an actual loss based on the Respondent's performance of an unworkmanlike, inadequate, or incomplete home improvement. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405.

#### **RECOMMENDED ORDER**

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

- A. The Maryland Home Improvement Guarantee Fund deny the Claimant's claim; and
- B. The records and publications of the Maryland Home Improvement Commission reflect this decision.

March 2, 2016  
Date Decision Issued

**Signature on File**

---

Daniel Andrews  
Administrative Law Judge

DA/da  
# 160936

**PROPOSED ORDER**

***WHEREFORE, this 13th day of April, 2016, 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.***

***Jeffrey Ross***

***Jeffrey Ross  
Panel B***

**MARYLAND HOME IMPROVEMENT COMMISSION**