

IN THE MATTER OF THE CLAIM * BEFORE ALECIA FRISBY TROUT,
OF B & A REAL ESTATE HOLDINGS, * AN ADMINISTRATIVE LAW JUDGE
LLC, * OF THE MARYLAND OFFICE
CLAIMANT * OF ADMINISTRATIVE HEARINGS
AGAINST THE MARYLAND HOME *
IMPROVEMENT GUARANTY FUND *
FOR THE ALLEGED ACTS OR * OAH No.: DLR-HIC-02-18-26891
OMISSIONS OF MICHAEL HENRY, * MHIC No.: 17 (75) 1091
T/A MDH CONTRACTING AND *
CONSTRUCTING, LLC, *
RESPONDENT *

* * * * *

PROPOSED DECISION

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STATEMENT OF THE CASE

On May 2, 2017, Barbara Feaster¹ filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$40,826.34 in actual losses allegedly suffered as a result of a home improvement contract with Michael Henry, trading as MDH Contracting and Constructing, LLC (Respondent). Md. Code Ann., Bus. Reg.

¹ Barbara Feaster and Anthony Jones jointly own B & A Real Estate Holdings, LLC, a company that was created for the purpose of purchasing residential property to rehabilitate and sell. Ms. Feaster and Mr. Jones are both managers of the company. The named Claimant on the original claim filed with the Maryland Home Improvement Commission Guaranty Fund is B & A Real Estate Holdings, LLC, but the form is signed by Barbara Feaster. Anthony Jones represented B & A Real Estate Holdings, LLC, at both of the hearings.

§§ 8-401 through 8-411 (2015). On August 17, 2018, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held the hearing in this matter on two separate dates. The first was held on November 30, 2018 at the Largo Government Center, 9201 Basil Court, Largo, Maryland. The second was held on February 7, 2019 at the OAH, 11101 Gilroy Road, Hunt Valley, Maryland.² Bus. Reg. § 8-407(e). Eric B. London, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund at the first hearing. Nicholas Sokolow, Assistant Attorney General, Department, represented the Fund at the second hearing. Mr. Jones represented the Claimant.³ The Respondent represented himself at the first hearing and Marc D. Minkove, Esquire, represented the Respondent, who was present, at the second hearing.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2018); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

ISSUES

1. Is the Claimant eligible to file a claim against the Fund?:
2. If the Claimant is eligible to file a claim against the Fund:
 - (a) Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent(s)' acts or omissions?
 - (b) If so, what is the compensable amount of the loss?

² The second hearing was first scheduled for January 25, 2019 but was postponed following a Motion for Postponement filed by Counsel for the Respondent that I granted on December 21, 2018.

³ An individual who is not licensed to practice law in this State may represent a party in a proceeding before the OAH if the individual is the officer of a corporation, or ... a general partner in a business operated as a partnership ... and is appearing on behalf of the corporation or business in an administrative hearing being held under § 8-312 of the Business Regulation Article (Home Improvement Commission). Md. Code Ann., State Gov't § 9-1607.1(a)(4)(i).

SUMMARY OF THE EVIDENCE

Exhibits

The following Exhibits, offered by the Claimant were admitted unless otherwise noted:

- Clmt. Ex. 1 - Independent Contractor Services Agreement (Contract) for home improvements to 3800 Gwynn Oak Avenue, Baltimore, Maryland 21207, October 18, 2016
- Clmt. Ex. 2 - Photocopies of four inspection stickers, dated December 27, 2016, January 16, 2017, January 20, 2017 and April 4, 2017, reflecting inspections by Baltimore City Housing/DHCD⁴ Construction and Building Inspectors; and two Notice to Builder stickers, dated December 30, 2016 and January 25, 2017
- Clmt. Ex. 3 - Spreadsheet detailing inspection history, undated
- Clmt. Ex. 4 - Letter from Greg Lutz, Master plumber, Winstar Plumbing, March 29, 2017
- Clmt. Ex. 5 - Spreadsheet detailing expenses, created by Mr. Jones, undated
- Clmt. Ex. 6 - Four Contractor Lien Waivers: Demo and Cleaning Crawl Space, January 10, 2017; Plumbing Demo Work Package, January 10, 2017; Interior Framing Work Package and Foyer Closet Demo/Framing, January 10, 2017; Plumbing and Gas Work Package, December 23, 2016
- Clmt. Ex. 7 - Cashier's Check for \$1,850.00 made out to MDH Contracting and Construction, front and back of check, November 9, 2016
- Clmt. Ex. 8 - Cashier's Check for \$2,500.00 made out to MDH Contracting and Construction, front and back of check, December 23, 2016
- Clmt. Ex. 9 - MDH Contracting and Construction, LLC Work Invoice: plumbing package, undated
- Clmt. Ex. 10 - MDH Contracting and Construction, LLC Work Invoice: fire damage on plumbing, undated
- Clmt. Ex. 11 - Email from Respondent to Mr. Jones, November 15, 2016
- Clmt. Ex. 12 - Narrative summary prepared by Mr. Jones, *not admitted*
- Clmt. Ex. 13 - Ferguson Enterprises, Inc., four receipts each dated December 21, 2016
- Clmt. Ex. 14 - Spreadsheet prepared by Mr. Jones, utilized by Mr. Jones for clarification during the hearing but *not admitted*
- Clmt. Ex. 15 - Home Depot receipts, *not admitted*

⁴ Department of Housing and Community Development

The following exhibits offered by the Respondent were admitted unless otherwise noted:

- Resp. Ex. 1 - Corporate Charger Approval Sheet, Claimant, August 29, 2016
- Resp. Ex. 2 - Deed, 3800 Gwynn Oak Avenue, Baltimore, Maryland 21207, August 31, 2016
- Resp. Ex. 3 - Complaint Form, DLLR Division of Occupational and Professional Licensing, April 7, 2017
- Resp. Ex. 4 - Department of Housing and Community Development, Division of Construction and Building Inspection, receipt, November 10, 2016
- Resp. Ex. 5 - Letter from Respondent to Claimant, February 26, 2017
- Resp. Ex. 6 - Northeastern Supply, receipt, January 11, 2017

The following exhibits offered by the Fund were admitted into the record unless otherwise noted:

- Fund Ex. 1 - Notice of Hearing, September 1, 2018
- Fund Ex. 2 - Notice of Hearing, October 2, 2018
- Fund Ex. 3 - MHIC Hearing Order, August 17, 2018
- Fund Ex. 4 - Letter from DLLR to MHIC concerning Respondent's Contractor's license, October 2, 2018
- Fund Ex. 5 - MHIC Claim Form, May 2, 2017
- Fund Ex. 6 - Maryland Case Judiciary screen shot, District Court for Baltimore City, Case Number 010100163702017, undated

Testimony

Mr. Jones testified on behalf of the Claimant. Ms. Feaster was not present for either hearing and did not offer any testimony.

The Respondent testified on his own behalf.

The Fund did not offer any 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 numbers 01-104169 and 05-132317.

2. The property that is the subject of the Claim is located at 3800 Gwynn Oak Avenue, Baltimore, Maryland 21207 (Premises).

3. Mr. Jones and Ms. Feaster jointly own B & A Real Estate Holdings, LLC, the Claimant, a company formed with the goal of purchasing the Premises, renovating the Premises, selling the Premises, and potentially subdividing lots from the Premises and selling them all for a profit.

4. The Claimant purchased the Premises on August 31, 2016 with the sole intention of selling it after they converted it from a commercial property into a residential property. Neither Ms. Feaster nor Mr. Jones ever resided in, or intended to reside in the property.

5. Mr. Jones also owns 4 Real Estate Solutions, LLC and ITDT Engineering, LLC, both of which are companies with the purpose of buying, selling, and “rehabbing” properties. Neither company owned any property at the time the Contract was executed. Mr. Jones individually owns two other residential properties, his primary residence in Upper Marlboro, Maryland and a vacation home in Hilton Head, South Carolina.

6. Ms. Feaster also owns Everlast Property Solutions, LLC, which is a company with the purpose of buying, selling, and rehabbing properties.⁵

7. Prior to the Claimant’s purchase, the Premises were used as a commercial property. Specifically, the Premises had been used most recently as a day care and private school. The Premises had not been well kept. The grass was overgrown, the home was filled

⁵ Ms. Feaster was not present at the hearing and did not testify. Mr. Jones testified that he did not know if Everlast Property Solutions, LLC, or Ms. Feaster owned any residential property in addition to the Premises.

with debris and junk, and there were significant problems with the plumbing and electrical systems as all systems were at least seventy years old. The problems with the electrical system caused a small basement fire during the renovation.

8. At the time of the purchase, the Claimant intended to, at a minimum, convert the Premises to a residential property and possibly subdivide the large lot and build other residential properties for sale.

9. The Claimant and the Respondent had contracted several times previously on rehabilitation projects related to the Premises. The parties referred to each individual contract as a "package." Each of the previous packages had been completed and paid for to both parties' satisfaction.

10. On October 18, 2016, the Claimant and the Respondent entered into a contract (Contract), referred to as the "Supply and DWV⁶ Plumbing and Gas Pipes Installation work package," under the terms of which the Respondent agreed to:

- a. Acquire necessary plumbing and gas fitting permits;
- b. Complete installation of supply and drain, waste and vent plumbing systems for the kitchen, four bathrooms, laundry room, three outdoor spigots, seventy-four gallon hot water tank and hook-up options for second seventy-four gallon hot water tank;
- c. Commence installation in sequence on gas piping for fireplace, furnace, water tank heater and stove first, with rigid black steel pipes and flexible pipes stemming from main gas feed meter into a manifold to supply gas to each fixture, machinery or appliance; and then work on kitchen plumbing which

⁶ Mr. Jones testified that DWV stood for "drain, waste and ventilation."

includes sink, garbage disposal, refrigerator, dishwasher and first floor
bathrooms rough-in; then second floor plumbing rough-in;

- d. Planning, sketching of design layout of plumbing and material purchase;
- e. Peter H. Campo, Master Plumber and Gas Fitter, was responsible to oversee
and inspect all gas and plumbing work.

11. The Contract stated that work would begin on December 8, 2016 and would be
completed by December 22, 2016.

12. The original Contract price was \$9,000.00.

13. On November 10, 2016, the Respondent purchased the Gas and Plumbing permit
for the Premises for \$261.00.

14. On December 23, 2016, the Claimant paid the Respondent \$2,500.00.

15. On January 11, 2017, the Respondent purchased a mixer⁷ for the Premises for
\$146.63.

16. As of January 25, 2017, the Premises had passed all of the plumbing and gas
related inspections that had been completed.

17. The Respondent performed work under the Contract in the months of November
2016 through January 2017. The Respondent could only perform work if he was provided access
to the Premises by either Mr. Jones or a neighbor who lived next door to the Premises. There
were delays when no one was available to let the Respondent into the property, or when Mr.
Jones did not have requisite materials or equipment available. Mr. Jones shut down all work on
the Premises over the Christmas holiday and was unavailable for one week in January 2017 due
to a medical procedure.

⁷ Neither party explained what a "mixer" is, but it was understood to be something that was needed for the plumbing
at the Premises, and not something that was to be provided by the Respondent.

18. On February 26, 2017, the Respondent mailed a letter to the Claimant terminating the Contract with the Claimant due to both the Claimant's failure to compensate him as detailed by the Contract, and his inability to complete the work. The Respondent could not complete the remaining work under the Contract because he had difficulty gaining access to the Premises, and the Claimant failed to complete the task of closing up the new walls which was a prerequisite to the Respondent's remaining work of installing fixtures.

19. Following the Respondent's termination of the Contract, the Claimant paid master plumber Peter Campo approximately \$600.00 to complete the remainder of the plumbing work and correct any deficiencies.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1) (2015); 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 (3d 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) (2015)⁸; see also COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a

⁸ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

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 not proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Contract outlined a number of gas and plumbing tasks to be completed for a total compensation of \$9,000.00. Prior to the Respondent’s termination of the Contract, the Claimant had paid him \$2,500.00. The Respondent purchased a permit for \$261.00 and a mixer for \$146.63, without compensation or reimbursement from the Claimant. Subtracting these expenditures from the amount the Claimant paid the Respondent, the Claimant only paid the Respondent \$2,092.37.

There are two reasons the Claimant is not entitled to an award from the Fund. First, the Claimant is ineligible to file a claim against the Fund, as the qualification element of homeownership was not proven. Second, the Claimant did not prove that it suffered an actual, compensable loss due to the acts or omissions of the Respondent.

Eligibility to Receive Compensation Under the Fund

The Fund has limitations on the number of residences or dwelling places (properties) that can be owned by a claimant. The legislation establishing the Fund was introduced and enacted during the 1985 session of the Maryland General Assembly. Prior to the enactment, home improvement contractors were required to purchase bonds against which dissatisfied customers could file claims. The initial draft of the legislation,⁹ introduced on January 12, 1985, broadly defined a “Claimant” as “any owner making a claim against the [Fund].” The legislation was

⁹ The records and documents tracking the course of the Senate Bill 507, which was enacted into law in 1985, as well as records relating to subsequent years’ amendments to that legislation, are located among the records of the Maryland General Assembly Legislative Reference Library, which serves as the repository of legislative histories for Maryland legislation.

amended to include renters who are contracting for home improvements in properties where they live (subparagraph (m)(1), below) and to further establish a limit on the number of “residence[s] or dwelling place[s]” that could be owned by a Claimant (subparagraph (m)(2), below). This amendment, which was enacted in the final bill, ultimately limited the definition of “Claimant” to residents of the subject property or owners of fewer than three properties:

- (m) “Claimant” means an owner who:
 - (1) Resides in a residence or dwelling place with respect to which a claim is made; or
 - (2) Owns not more than three residences or dwelling places; and
 - (3) Makes a claim against the Fund.

Chapter 116, Acts of 1985, initially codified at Article 56, §250 (1988 Repl. Vol.). In 1992, the Business Regulation Article was enacted, codifying and revising the existing law. Chapter 4, Acts of 1992. After the codification, the property ownership limitation became a condition of filing a claim, and appears in its present form, as follows:

- (2) An owner may make a claim against the Fund only if the owner:
 - (i) resides in the home as to which the claim is made; or
 - (ii) does not own more than three residences or dwelling places.

Md. Code Ann., Bus. Reg. § 8-405(f)(2) (2016).

The “residence[] or dwelling place[]” ownership limitation remained consistent through the history of the Fund’s legislation. The rationale for its inclusion as a limitation upon making a Fund claim was expressed in the testimony of Frederick L. Dewberry, then Secretary of the Department, who presented the following explanation in his written testimony before the Senate Economic and Environmental Affairs Committee of the Maryland General Assembly:

I want to point out another provision that we feel is most important – that is the definition of “claimant” in the very first lines of the bill. Its purpose is to limit access to the Fund to the residential owner or renter, i.e., the “little guy,” rather than the big, multiple dwelling landlord or entrepreneur. This is a consumer protection bill, not a bill to protect people in the rental property business.

Testimony of Frederick L. Dewberry, Secretary of the Department, February 19, 1985 (emphasis in the original). Looking at the evolution of the statutory language of the legislation creating the Fund and the explanation of its purpose by the Department's Secretary, the three property ownership limitation was specifically intended to extend the Fund's protection to *only* non-entrepreneurial owners of properties (i.e. "consumers") who have been affected by incomplete or unworkmanlike home improvements and not "to protect people in the rental property business."

The evidence in the present case, evident from Mr. Jones' testimony, shows that the Premises were purchased by a limited liability company, the Claimant. The limited liability company was formed by two other limited liability companies, 4 Real Estate Solutions, owned by Mr. Jones, and Everlast Property Solutions, owned by Ms. Feaster. Mr. Jones also owns another company, ITDT Engineering. All of the companies have the purpose of buying, selling, and rehabbing properties for re-sale and profit. The Premises were purchased with that intent. The endeavor to rehabilitate the Premises was an entrepreneurial for-profit endeavor, and not a homeowner's endeavor to rehabilitate his or her home.

The regulations are not clear with respect to ownership by an LLC seeking a monetary award from the Fund. What is clear in the legislative history is that the Fund was designed to provide an avenue for compensation to homeowners who encounter a loss due to the acts or omissions of a contractor licensed by the State, and not for-profit entities who encounter problems in the course of their business enterprise. The money available to the Fund is finite and the restrictions placed upon awards are specifically designed to funnel available funds to those individuals who most closely meet the spirit of the program. Mr. Jones owns two personal properties: a residential property in Upper Marlboro, Maryland, and a vacation home in Hilton Head, South Carolina. Therefore, the three-home-cap for eligibility purposes under the Fund is met by Mr. Jones alone. There is no evidence in the record as to what properties, if any, are

owned by Ms. Feaster or her home rehabilitation company, Everlast Property Solutions. If Ms. Feaster or her company Everlast Property Solutions owns a single residential property, the Claimant would clearly not be eligible for recovery from the Fund.

While the purpose of an LLC is to offer personal asset protection to its individual members and officers, considering the home ownership of the individual members to determine eligibility for compensation from the Fund does not put the members' assets at risk. Rather, as it pertains to eligibility for reimbursement from the Fund, the LLC limits the Claimant's access to a benefit intended for individual home owners in the State. In order to protect the clearly defined purpose of the statute, I find that an LLC cannot qualify for an award by excluding the totality of properties owned by those who stand to benefit from an award. It is only this conclusion that will restrict the Fund to individual homeowners at the exclusion of business enterprises as so clearly intended by the legislature. The burden of proof on this issue lies with the Claimant. The Claimant is clearly in the best position to offer proof on this issue, but did not. In a home improvement case where a Claimant seeks reimbursement from the Fund, the Claimant's total homeownership is a threshold element to be established by the Claimant before damages or compensation can be considered. The Claimant did not provide sufficient evidence on this topic to establish that it was eligible. The Claimant bore the burden and failed to show that it was more likely than not that it owned no more than three residence or dwelling places. The evidence that was presented indicates that that the Claimant is excluded from filing a claim against the Fund. Md. Code Ann., Bus. Reg.

If the Commission disagrees with my decision concerning the Claimant's eligibility for an award from the Fund, I conclude, as explained below, that the Claimant did not suffer an actual loss of \$40,826.34 as a result of the Respondent's acts and omissions.

Merits of the Claim

An owner may recover compensation from the Fund for an actual loss that results from an act or omission by a licensed contractor. Md. Code Ann., Bus. Reg. § 8-405(a) (Supp. 2012).

An “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. § 8-405(d) (Supp. 2012).

A claimant has the burden of proof at a Fund hearing. Md. Code Ann., Bus. Reg. § 8-407(e)(1) (2015 Replacement Volume and Supp. 2018). In the circumstances presented here, the Claimant has the burden to establish that: (1) the Respondent’s performance on the contract was unworkmanlike, inadequate, or incomplete; (2) the Claimant had an actual loss due to the costs of completion of the home improvement contract; and (3) the Claimant did not unreasonably reject the Respondent’s good faith efforts to resolve the claim.

The Respondent acknowledged that his work on the home under the Contract was incomplete at the time he left the project in late February, 2017. The Respondent credibly testified that the remaining work hinged on Mr. Jones first closing up all of the walls. The Respondent offered to do the work, but the Claimant refused and said he would do it himself. The Respondent waited, but the Claimant did not complete the work. At the time the Respondent terminated the Contract, the Premises had passed all of the plumbing and gas inspections that had been sought, yet the Respondent had only been paid \$2,500.00 of the \$9,000.00 Contract price. The Claimant testified that those inspections were later rescinded, but did not provide proof to establish specifically why a number of approvals, were, several months later, rescinded. The Claimant testified that, in the interim, between the inspections, he had done some work himself. There is nothing in the Record to prove that the later rescission of the

inspection approvals was because of any act or omission of the Respondent and not for some other reason.

The Claimant testified that a third-party company, Winstar, did an inspection of the premises and drafted a report about its findings. The report was entered into the record as Claimant's exhibit 4. I did not give the report any weight in making my decision as no one from Winstar was present to testify at the hearing and, therefore, no one from Winstar was accepted as an expert in any field. The Claimant did not offer any testimony or proof about the expertise, experience or training of the inspector from Winstar and, therefore, the opinions expressed in the report bear no weight in my analysis of the condition of the property. The Claimant further testified that he was able to bring the property into compliance by paying Mr. Campo, a master plumber, \$600.00 to complete the unfinished work and to make any necessary corrections.

I find that the Respondent was reasonable in leaving the project when he did. His timeline had been extended by more than double due to the acts and omissions of the Claimant. He had not been reimbursed for money he had spent on materials and a permit. While he had completed the bulk of the difficult work, the Respondent had only been compensated about one-third of the Contract price. I found the Respondent's testimony to be credible. He was candid about his work at the Premises, even admitting that he left the job before it was completed. In contrast, the Claimant did not provide sufficient details about the alleged defects at the Premises. He alluded to documents and receipts but did not have them available to present on either day of the hearing. He did not provide documentary evidence or coherent testimony that supported his claims. Even viewing the evidence in the light most favorable to the Claimant, the record shows that the Claimant received the majority of the work as detailed in the Contract and valued at \$9,000.00 for a total of $(\$2,092.37 + \$600.00) \$2692.37$, which is a \$6,307.63 gain to the Claimant rather than a loss as alleged.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant is not eligible to file a claim against the Fund, as neither individual member of the LLC resides in the property at issue and nothing has been shown to prove that they own less than four residences or dwelling places. Md. Code Ann., Bus. Reg. § 8-405(f) (2015).

I further conclude that the Claimant has not sustained an actual loss compensable from the Fund as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. § 8-405(a) (2015); COMAR 09.08.03.03B(2).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund deny the Claimant's claim; and

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

Signature on File

May 3, 2019
Date Decision Issued

Alecia Frisby Trout
Administrative Law Judge

AFT/sw
178259

PROPOSED ORDER

WHEREFORE, this 13th day of June, 2019, 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.

Andrew Snyder

***Andrew Snyder
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION