IN THE MATTER OF THE CLAIM	*	BEFORE DEBORAH S. RICHARDSON,
OF MARNITTA KING,	*	AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	*	OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	*	OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF CHRISTOPHER	*	
ABANGMA,	*	
T/A A & N ARCHITECTURAL,	*	OAH No.: DLR-HIC-02-19-01136
RESPONDENT	*	MHIC No.: 15 (05) 1105

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
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DISCUSSION
PROPOSED CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On December 29, 2017, Marnitta King (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$55,000.00 in actual losses allegedly suffered as a result of a home improvement contract with Christopher Abangma, trading as A & N Architectural (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).¹ On January 9, 2019 the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

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¹ Counsel for the Fund stated the Fund was in possession of a copy of the Claim date-stamped December 29, 2017. He is unaware why the Claim is marked January 29, 2018. In any event, counsel argued in closing the Claim was filed timely, and there was no argument by the Respondent to the contrary.

I held a hearing on May 6, 2019² at the County Office Building in Largo, Maryland. Bus. Reg. § 8-407(e). Nicholas Sokolow, Assistant Attorney General, Department of Labor, Licensing, and Regulation³ (Department), represented the Fund. The Claimant represented herself. The Respondent represented himself.

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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. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
 - 2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

- Clmt. Ex. 1 Emails from the Respondent to the Claimant, February 28, 2014 March 23, 2014
- Clmt. Ex. 2 Construction Service Agreement, unsigned
- Clmt. Ex. 3 Construction Service Agreement, signed, March 23, 2014
- Clmt. Ex. 4 Checks from the Claimant to the Respondent, March 24, 2014, May 1, 2014, June 18, 2014, November 17, 2014
- Clmt. Ex. 5 Tech Rescue of Contractor from Collapsed Roof of Capitol Heights House, May 6, 2014
- Clmt. Ex. 6 Photographs, undated

² On April 4, 2019, the date for which this hearing was originally scheduled, I granted the Respondent's request for a postponement to allow him time to retain an attorney. He did not appear with an attorney on May 6, 2019 nor did an attorney enter an appearance on his behalf.

³ Now known as the Department of Labor.

Clmt. Ex. 7 - Photographs, undated

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- Clmt. Ex. 8 Photographs, undated
- Clmt. Ex. 9 Photographs, undated
- Clmt. Ex. 10 Email from the Respondent to the Claimant, September 18, 2014, with attachment
- Clmt. Ex. 11 Photograph, undated
- Clmt. Ex. 12 Emails from the Claimant to the Respondent, March 21, 2014 November 14, 2014
- Clmt. Ex. 13 Email from the Respondent to the Claimant, November 16, 2014, with attachments
- Clmt. Ex. 14 Email from the Respondent to the Claimant, December 1, 2014, with attachments
- Clmt. Ex. 15 Perry's Air Conditioning/Heating Service Job Estimate, undated
- Clmt. Ex. 16 Email from the Claimant to the Respondent, December 5, 2014, with attachment
- Clmt. Ex. 17 Photographs, undated
- Clmt. Ex. 18 Lowe's invoice, February 2, 2015
- Clmt. Ex. 19 Photographs, undated
- Clmt. Ex. 20 Neighborhood Lawn & Tree Service Estimate, April 29, 2015
- Clmt. Ex. 21 N & V Contracting, Inc. Statement, November 30, 2014
- Clmt. Ex. 22 Email from James Lincoln to the Claimant, March 31, 2014, with attachments
- Clmt. Ex. 23 Email from the Respondent to the Claimant, April 4, 2014
- Clmt. Ex. 24 Email from the Respondent to the Claimant, April 12, 2014
- I admitted the following exhibits on the Respondent's behalf:
 - Resp. Ex. 1 Architectural drawings, March 31, 2014
 - Resp. Ex. 2 Construction Service Agreement, signed, March 23, 2014

Resp. Ex. 3 - Second Floor Framing Plan, March 31, 2014

Resp. Ex. 4 - Contact Form, Renovation Experts, February 21, 2014

Resp. Ex. 5 - Prince George's County Permit, April 4, 2014, with attachments

Resp. Ex. 6 - Inspections, March 31, 2014

Resp. Ex. 7 - Emails from the Respondent to the Claimant, March 23, 2014

Resp. Ex. 8 - Handwritten note, January 29, 2017

Resp. Ex. 9 - Photographs, undated

Resp. Ex. 10 - Additional Services, April 10, 2014

I admitted the following exhibits on behalf of the Fund:

GF Ex. 1 - Notice of Hearing, April 4, 2019

GF Ex. 2 - Hearing Order, January 4, 2019

GF Ex. 3 - Letter from Joseph Tunney, Chairman, MHIC to the Respondent, January 29, 2018, with attachment

GF Ex. 4 - Letter from David Finneran, Executive Director, MHIC, To Whom It May Concern, March 6, 2019

Testimony

The Claimant testified in her own behalf and presented the testimony of John Price, Creative Design.

The Respondent testified in his own behalf.

The Fund did not present 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 number 01-97678.

- 2. The Claimant owns a single family home on Cumberland Street in Capitol Heights, Maryland (Property).
- 3. On March 23, 2014, the Claimant and the Respondent entered into a contract to build an addition onto the rear of the Property, add a second level to the Property, and renovate the existing basement (Contract). The addition was for 2,500 square feet on top of an existing 612 square foot house.
- 4. The Contract required the Respondent to produce plans and structural drawings; obtain necessary permits; demolish, haul away and dispose of existing walls and roof as required to install new work; excavate and install foundation and floor slab for the rear addition; install walls, floors, doors, windows and stairs in the additions; install siding and roof vents; install a new roof; install electrical work; install water and sewer lines for three and one half bathrooms; install bathroom fixtures; install gas line for appliances; and install heating, cooling and duct work.
- 5. The Contract also required the Respondent to replace existing damaged foundation walls; waterproof existing foundation walls; and replace and repair mold infected foundation walls.
 - 6. The Contract stated that work would be completed by June 20, 2014.
 - 7. The Claimant was not living in the Property when work under the Contract began.
- 8. The Contract provided the Respondent would perform the entire scope of the project for \$110,000.00. The Contract provided the Claimant would file a claim with her insurance company for damage to the foundation, requesting up to \$34,000.00. According to the Contract, if the Claimant was successful in obtaining an additional \$34,000.00 from her insurance company, the Contract price would increase to \$144,000.00. "If for any reason, the insurance company denies the claim in part or in whole, the [Respondent] will finish the scope of project as defined in Exhibit A and B, without further financial obligation on the part of the [Claimant] beyond the \$110,000.00." (Clmt. Ex. 3).

- 9. The Claimant proposed the above-quoted language about the potential \$34,000.00 increase to the Contract. The Respondent included the language in the Contract he had otherwise drafted, and signed the Contract.
- 10. The Contract provided a draw schedule with money due after the completion of particular Contract items. The draw schedule provided that \$34,000.00 was due "when (if) claim is paid." (Clmt. Ex. 3).
 - 11. The Claimant did not pay the Respondent strictly according to the draw schedule.
- 12. The Claimant paid the Respondent a total of \$96,000 as follows, all by check: \$25,000.00 on March 24, 2014; \$50,000.00 on May 1, 2014; \$20,000.00 on June 18, 2014; and \$1,000.00 on November 17, 2014.
 - 13. The Claimant submitted a claim with her insurance company for \$34,000.00 for damage to the foundation of the Property. The Claimant made good faith attempts and provided all information that was requested from the insurance company. The insurance company denied the claim in its entirety.
 - 14. While the Respondent was performing work under the Contract, the new roof he installed collapsed during construction, injuring at least one worker. The roof collapse damaged the existing chimney and allowed rainwater into the house.
 - 15. During work under the Contract, the Respondent threw bricks and debris into the Claimant's yard. Yardwork was not part of the Contract, but the Respondent told the Claimant he would cover the debris with dirt. The Respondent did not cover the debris with dirt.
 - 16. After work on the Contract extended past the expected completion date, the Respondent told the Claimant he would pay for the Claimant's family to stay in a hotel. He did not do so, or contribute to her monthly expenses.
 - 17. In the fall of 2014, work slowed significantly on the Contract.

- 18. In November 2014, the Claimant moved into the Property with her family when her former residence was no longer available to her. Work under the Contract was still not completed and the Property did not have a functioning heating unit. The Property failed gas and water inspections several times.
- 19. By November 2014, the Respondent had stopped regularly coming to the Property.

 The Respondent demanded additional money and the Claimant refused to pay more money until the work was completed.
- 20. As of November 2014, the following work was still incomplete under the Contract: furnace installation; laundry room hook-ups including dryer exhaust installation; basement bathroom fixture installation; bathroom caulking; exterior punch list including siding, chimney, front porch, and soffit; vent cover installation; doorstop installation; checking electrical and water installation for proper connection; deck construction; completing electrical wiring throughout house; living room coat closet door and shelf installation; utility room drywall; door and floor tile installation; bathroom drywall installation; installation of shelves in hall closet; basement bathroom toilet fixture installation; basement closet door installation; converting basement utility closet to a storage closet; basement stairs carpet installation; and unpatched holes in the basement.
- 21. In December 2014, the Property again failed a gas inspection. The Property still did not have a working furnace and was unheated.
- 22. As of December 5, 2014, the Respondent still had not installed an air conditioning unit, furnace and duct work throughout the house. He had not constructed the deck off the master bedroom. There was outstanding work to be completed including exterior finishes including gutters and down spouts; window sealing; chimney repair; internal drywall including utility room; bathroom and basement door trims and window trims; repair to the damaged basement bathroom; and bathroom and washer/dryer ventilation.

- 23. Due to his failure to complete the outstanding work, the Claimant informed the Respondent on December 5, 2014 that he was in breach of contract.
- 24. The Respondent continued to send his worker, Rigaberto, to the Property to do work sporadically until January 16, 2015. After that date, many of the above-listed items were still incomplete.
- 25. To complete the work unfinished by the Respondent, the Claimant paid Neighborhood Lawn & Tree Service \$5,575.00 to install a concrete patio and concrete walkway in lieu of the wood deck that the Contract called for. The Claimant also paid \$4,370.00 for landscaping, which included \$500.00 to remove rocks, stones and debris from the lawn that had been left there by the Respondent. The Claimant also paid \$1,145.00 to install and repair drain pipes and gutters.
 - 26. The Claimant paid \$584.50 for a dumpster.
- 27. The house never passed a gas inspection for the heating and air conditioning system while the Respondent was working on the Contract. The Claimant paid Perry's Air Conditioning/Heating Service (Perry) \$12,545.00 to remove and then install the furnace, including all piping, install gas fixtures throughout the house, install a gas furnace in the basement, complete necessary duct work, and install two air conditioning systems.
- 28. The Claimant paid John Price, the owner of Creative Design, a licensed contractor, \$4,000.00 to patch holes in the basement, install a toilet and sink in the basement bathroom, install valve boxes for the washer/dryer, and paint.

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);⁴ see also COMAR 09.08.03.03B(2) ("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.

There is no question the Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. Moreover, it is clear there are no statutory impediments to the Claimant recovering compensation from the Fund. The home improvement 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; the Claimant is not related to any of the Respondent's employees, officers, or partners. The Claimant did not reject any good faith efforts by the Respondent to resolve the claim. The Claimant timely filed her Claim with the MHIC. Finally, the Claimant has not taken any other legal action to recover monies. Md. Code Ann., Bus. Reg. §§ 8-405(d), (f), and (g), 8-408(b)(1).

At issue is whether the Respondent performed an unworkmanlike, inadequate or incomplete home improvement. The Claimant testified the Respondent fixed her foundation wall

⁴ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

prior to her soliciting bids for the home renovation. According to her, the foundation wall was an entirely separately project already paid in full before she entered into the subject Contract. She testified that it was the Respondent's idea to attempt to secure funding from her insurance company for the damaged foundation wall, and it was a way for him to increase the amount he would be paid for the Contract. Because she had already paid for the foundation work, the Claimant insisted on the clause in the Contract limiting her liability to \$110,000.00 in the event she did not receive money from her insurance company.

The Claimant argued the work was to have been completed by June 20, 2014. In November 2014, the Claimant and her family were living in the Property, but it had repeatedly failed inspection and did not have a working furnace. The Claimant explained how she had to buy one-piece fleece pajamas for her children to wear around the house because it was so cold. By December 2014, the work was still not completed and the Claimant refused to pay additional money until the job was complete. Finally, after months of slow work, and with no end in sight, the Claimant informed the Respondent he was in breach of contract.

The Respondent argued that he is owed money under the Contract for the foundation wall, change orders, and materials. As to the foundation wall, according to the Respondent, the Claimant first contacted him about the home renovation, and the foundation wall was part of the Contract, both in price and scope of work. He flatly denies he had completed the foundation work prior to the execution of the Contract. Because the Claimant included the Contract clause limiting the price to \$110,000.00 in the event insurance refused the claim, the Respondent argued he was not bound by it. Moreover, he argued the foundation work was more complicated than originally anticipated and as a result he is owed more than \$50,000 for completing that work.

It is not necessary to decide whether the Respondent actually completed the foundation wall before the parties executed the Contract. The Contract is unambiguous – the work described

in the Contract would be completed for \$110,000.00. If, and only if, the Claimant were able to recover money from her insurance company, the Contract price would increase, requiring the Claimant to pay any recovered sums to the Respondent. It is of no importance that the Claimant drafted that language. The Contract was an arms-length transaction that the Respondent agreed to. It is clear the Contract amount was limited to \$110,000.00 as the Claimant did not receive any proceeds from her insurance claim.

As for the Respondent's argument that there were change orders that increased the total amount, he failed to submit any evidence, either documentary or testimonial to establish the existence and details of such change orders. Therefore I cannot find he was entitled to additional sums under the contract.

Finally, the Respondent argued the Claimant was responsible for providing materials under the Contract. In support of this argument, the Respondent points out that the Contract provided he was to "furnish and install" windows and doors on the interior of the addition. (Clmt. Ex. 3). He argued that by implication, he was not required to "furnish" any of the remaining items, including drywall, concrete, flooring, framing materials, and roofing materials. Yet when asked by counsel for the Fund, the Respondent testified he had not prepared an accounting of those materials and costs. I find this simply unbelievable. Had the parties actually anticipated the Claimant was responsible for materials, this would have amounted to an enormous sum of money. Any responsible business person would have kept an accounting of money he had laid out for those materials. Furthermore, the Contract, other than the above-discussed clause, was prepared by the Respondent. As such, in the event of any ambiguity, it should be construed against the drafter. Ordinary business practice would dictate that absent a specific provision to the contrary, materials would be the responsibility of the contractor. The Claimant testified the Respondent

never before mentioned she was financially responsible for materials. I find the Claimant was not responsible for the cost of materials.

The Respondent never provided a comprehensive credible explanation for his delayed work under the Contract. It was reasonable by December 2014 and after numerous failed inspections for the Claimant to deem the Respondent in breach of contract. Moreover, with respect to the furnace, the Claimant provided credible testimony that a licensed contractor recommended she have all of the work done by the Respondent removed and re-installed because the work was so poor. I find the Respondent provided unworkmanlike, inadequate, and incomplete home improvement work. I thus find that the Claimant is eligible for compensation from the Fund.

Having found eligibility for compensation I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the contract, and the Claimant has retained other contractors to complete or remedy that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

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 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).

Counsel for the Fund recommended I find the Claimant is entitled to compensation from the Fund in the amount of \$20,000.00, which is the statutory limit. However, counsel declined to share with me the precise manner in which he reached that recommendation, stating only that the amounts outlaid by the Claimant were far in excess of the maximum, leading him to this recommendation. I do find the Claimant is entitled to compensation, but for a lesser amount, as outlined below.

The first calculation is the amount paid by the Claimant to the Respondent or on his behalf under the Contract. The Claimant testified she paid a total of \$110,000.00. The documents clearly establish the Claimant paid \$96,000.00 directly by check to the Respondent. With respect to the remaining \$14,000.00, the Claimant testified she paid contractors on the Respondent's behalf. However the documentation and specifics of this claim is entirely lacking. She testified that she paid \$3,400.00 for granite countertops that were included in the Contract. However, the Contract makes no mention of granite countertops, nor did the Claimant point out where the Contract made mention of it. I find the preponderance of the evidence establishes the Claimant paid \$96,000.00 under the Contract.

To complete the work unfinished by the Respondent, the Claimant paid Neighborhood Lawn & Tree Service \$5,575.00 to install a concrete patio and concrete walkway that she says she had installed in lieu of the wood deck that the Contract contemplated and was not completed by the Respondent. The Contract specifically provides the value of the wood deck was \$1,500.00. The Claimant did not provide any explanation for why she was unable to have either the wood deck, or an alternate concrete patio installed, for that amount. Thus, I find that \$1,500.00 is a reasonable amount for that line item. The Claimant also paid \$4,370.00 for landscaping. This amount included \$500.00 to remove rocks, stones and debris from the lawn that had been left there by the Respondent. That amount is recoverable. The remaining portion of

that bill, however, is for installation of turf and sod, and weeding, which was not included in the Contract with the Respondent, and is therefore not recoverable.

The Claimant also paid \$1,145.00 for installation and repair of drain pipes and gutters. These items were included in the Contract and the Claimant is entitled to compensation for this amount. The Claimant paid \$584.50 for a dumpster. As the Contract required the Respondent to "demolish, haul and dispose frame walls and entire roof as required to install new work," (Clmt. Ex. 3), and there was no other mention of garbage disposal in the Contract, I find the Respondent was responsible for this cost.

The house never passed inspection for the heating and air conditioning system. The Claimant testified she brought in Perry, a licensed contractor, to complete this work. Mr. Perry examined the work that had been done and opined it had been done so poorly that it would never pass inspection. He recommended that all of the work that had been done by the Respondent be removed and he start the project from scratch. The Claimant agreed to that course of action, and ultimately paid Perry \$12,545.00 to remove and then install the furnace, including all piping, install gas fixtures throughout the house, install a gas furnace in the basement, complete necessary duct work, and install two air conditioning systems. These items were all included in the Contract and are recoverable.

John Price, the owner of Creative Design, a licensed contractor, provided testimony that he performed work on the Property, including patching holes in the basement, installing a toilet and sink in the basement bathroom, installing valve boxes for the washer/dryer, and painting. He testified he has moved two times since this work was completed in February 2015 and was unable to find a receipt for the work performed. He testified it was around \$4,000.00. The Claimant was also unable to find documentation of the exact amount she paid Mr. Price but

testified it was around \$4,000.00. I find their testimony convincing and the Claimant is entitled to collect this amount.

Therefore, my calculation is as follows:

Amount paid under the original contract:

\$96,000.00

+ Amount Claimant paid to other contractors:

(\$1,500.00 + \$500.00 + \$1,145.00 + \$584.50 + \$12,545.00 + \$4,000)

\$20,274.50

\$116,274.50 \$110,000.00

Amount Claimant is entitled to

Minus original contract amount

\$6,274.50

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$20,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$6,274.50.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$6,274.50 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$6,274.50; 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.

Signature on File

July 19, 2019
Date Decision Issued

Étiquettes faciles à peler Utilisez le gabarit AVERY® 5160®

Deborah S. Richardson Administrative Law Judge

DSR/cmg # 180863

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

PROPOSED ORDER

WHEREFORE, this 10th day of September, 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.

Um. Bruce

Quackenbush

Wm. Bruce Quackenbush

MARYLAND HOME IMPROVEMENT COMMISSION

Panel B