

IN THE MATTER OF THE CLAIM	* BEFORE JEFFREY T. BROWN,
OF TRACY CLEMENTS,	* 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 JULIE HARRELL,	*
T/A EAST COAST HOME	* OAH No.: LABOR-HIC-02-24-03770
RENOVATIONS, INC.,	* MHIC No.: 22 (75) 132
RESPONDENT	*

\* \* \* \* \*

**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On October 30, 2023, Tracy Clements (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement of \$13,441.02 for actual losses allegedly suffered as a result of a home improvement contract with Julie Harrell, trading as East Coast Home Renovations, Inc. (Respondent). Md. Code Ann.,

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<sup>1</sup> The MHIC is under the jurisdiction of the Department of Labor (Department).

Bus. Reg. §§ 8-401 through -411 (2015 & Supp. 2023).<sup>2</sup> On February 5, 2024, the MHIC issued a Hearing Order on the Claim. On February 5, 2024, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On May 20, 2024, I held a hearing by video. Bus. Reg. §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b). Jonathan P. Phillips, Assistant Attorney General, Department, represented the Fund. The Claimant was self-represented. The Respondent did not appear.

After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. On March 19, 2024, the OAH provided a Notice of Remote Hearing (Notice) to the Respondent by certified mail and first-class mail. Bus. Reg §§ 8-312(d), 8-407(a); COMAR 28.02.01.05C(1). The Notice stated that a hearing was scheduled for May 20, 2024, at 9:30 a.m., via Webex. COMAR 09.08.03.03A(2). The Notice further advised the Respondent that failure to attend the hearing might result in "a decision against you."

The Notice was not returned to the OAH for any reason. The Respondent did not notify the OAH of any change of mailing address. COMAR 28.02.01.03E.<sup>3</sup> The Respondent did not request a postponement. COMAR 28.02.01.16. I determined that the Respondent was given proper notice, and I proceeded to hear the captioned matter. COMAR 28.02.01.05.

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<sup>2</sup> Unless otherwise noted, all references to the Business Regulation Article are to the 2015 Volume of the Maryland Annotated Code.

<sup>3</sup> Mr. Phillips stated that the MHIC confirmed that the address to which Notice was sent matched the most current address on file with the MHIC.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2023); 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 offered by the Claimant:

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|-----------|---|
| Cl. Ex. 1 | Emails between the Respondent and the Claimant, February 4, 2021; Agreement/Work Order (Contract), February 4, 2021; email from quickbooks.com to the Claimant with payment receipt for \$17,000.00 |
| Cl. Ex. 2 | Emails between the Respondent and the Claimant, February 8, 2021  |
| Cl. Ex. 3 | Emails between the Respondent and the Claimant, February 21, 2021 through March 24, 2021  |
| Cl. Ex. 4 | Emails between the Respondent and the Claimant, March 18, 2021 through April 7, 2021  |
| Cl. Ex. 5 | Email from the Claimant to the Respondent, April 5, 2021  |
| Cl. Ex. 6 | Town of Ocean City Planning Department Official Building Permit, April 9, 2021; excerpt of text message from the Respondent to the Claimant, April 12, 2021   |
| Cl. Ex. 7 | Email from the Respondent to the Claimant, April 20, 2021, with four photographs attached   |

- Cl. Ex. 8 Text messages between Rob Molnar<sup>4</sup> and the Claimant, April 29, 2021 through May 2, 2021; email from Rob Molnar to the Claimant, April 29, 2021; invoice from Times Seven Homes Solutions to the Respondent, April 29, 2021
- Cl. Ex. 9 Text messages between Respondent's employee and the Claimant, April 30, 2021
- Cl. Ex. 10 Email from the Claimant to the Respondent, dated May 4, 2021
- Cl. Ex. 11 Email from the Respondent to the Claimant, June 15, 2021; letter from the Claimant to the Respondent with invoice, June 14, 2021
- Cl. Ex. 12 Email from the Respondent to the Claimant, September 7, 2021
- Cl. Ex. 13 Claimant's Home Improvement Claim Form and attachments, as filed by the Claimant, October 30, 2023, including the following subparts:<sup>5</sup>
- Statement by Claimant
  - Itemized Amount Paid to Complete Work
  - Original Contract and proof of payment of \$17,000.00
  - Homeowner's Receipts for Items Purchased Which Were Originally Included in Agreement with Respondent
  - Record of payments to Douglas Durrschmidt, DR & Sons
  - Record of payments to Bill Brown, Gulf Stream Plumbing
  - Record of payments to Malik Prescott, Skyway Home Solutions
- Cl. Ex. 14 Email from the Respondent to the Claimant, April 18, 2021, with attached itemized scope of work
- Cl. Ex. 15 Text messages between the Claimant and Pat Perkins,<sup>6</sup> April 13, 2021 and May 11, 2021; text messages between the Claimant and a subcontractor, May 14, 2021
- Cl. Ex. 16 Online reviews of the Respondent, undated

I admitted the following exhibits offered by the Fund:

- GF Ex. 1 Notice of Remote Hearing, dated March 19, 2024
- GF Ex. 2 MHIC Transmittal for appeal received February 5, 2024, undated, and Hearing Order, dated February 5, 2024

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<sup>4</sup> Mr. Molnar was an electrician with whom the Respondent sub-contracted for this project.

<sup>5</sup> The titles of the subparts use the capitalization provided by the Claimant.

<sup>6</sup> Mr. Perkins was the Claimant's initial point of contact with the Respondent.

GF Ex. 3 Home Improvement Claim Form, dated October 30, 2023 (marked as received by the MHIC in November 2023<sup>7</sup>)

GF Ex. 4 Licensing information for the Respondent, dated May 2, 2024

The Respondent was not present and did not offer any exhibits for admission into evidence.

### Testimony

The Claimant testified and did not present other witnesses.

The Fund did not present witnesses.

### 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.
2. On February 4, 2021, the Claimant and the Respondent entered into a contract to renovate several rooms in the Claimant's property at 2834 Gull Way, Ocean City, Maryland (Contract).<sup>8</sup> The scope of work included obtaining all necessary drawings and permits; demolition; installation of wooden framing; installation of doors; installation of drywall and trim; installation of tubs, toilets, vanities, mirrors, tile, and accessories; installation of mechanical systems (plumbing, electrical, and HVAC<sup>9</sup>); and clean up.
3. The original agreed-upon Contract price was \$36,485.00.<sup>10</sup>

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<sup>7</sup> The specific date in November 2023 is not legible.

<sup>8</sup> The Claimant's husband owns the property in trust with his father and two brothers. The Claimant undertook the renovation on their behalf, and on her own behalf as she intended to stay in the property. The Claimant and the Respondent were also parties to a simultaneous home improvement contract for a property at 2821 Gull Way, Ocean City, Maryland. That contract is not at issue in this matter.

<sup>9</sup> Heating, ventilation, and air conditioning.

<sup>10</sup> Cl. Ex. 1.

4. The Contract did not include a start date but the Respondent's representative, Pat Perkins, informed the Claimant on February 4, 2021, that once she signed and returned the Contract, he would "get things moving for you."

5. The Contract included a payment sequence which did not identify payment dates or contractual benchmarks, consisting of the following:

- Down Payment: \$17,000.00
- 2<sup>nd</sup> Payment: \$10,000.00
- 3<sup>rd</sup> Payment: \$ 8,000.00
- Due on Completion: \$ 1,485.00

6. The Claimant paid the Respondent \$17,000.00 on February 4, 2021.

7. The Respondent applied for a building permit on February 8, 2021, and informed the Claimant that the permit process should take two to three weeks.

8. On February 21, March 1, March 8, and March 16, 2021, the Respondent informed the Claimant that the building permit should be issued each of those weeks.

9. On March 22, 2021, the Claimant learned that the building permit had not been issued because the permit application required the signature of a plumber and an electrician, which the Respondent had not provided, and that the Ocean City permitting authorities had been asking the Respondent to provide these signatures.

10. On March 22, 2021, the Claimant learned that Mr. Perkins was no longer employed by the Respondent, and that Jimmy Franchetti was the Respondent's representative. On that date, Mr. Franchetti informed the Claimant he needed the Claimant to pay an additional \$10,000.00 even though no permits had been obtained and no work had been done.

11. On March 22, 2021, the Claimant informed the Respondent that she intended to terminate the Contract.

12. On March 24, 2021, the Respondent informed the Claimant that the building permit had been issued and the Respondent was waiting on a sign-off from the plumber "today or tomorrow" to begin work.

13. The building permit was not issued until April 9, 2021.

14. On April 12, 2021, the Respondent informed the Claimant that work on the project would begin right away.

15. In the second half of April 2021, Jerry Shacka, a subcontractor hired by the Respondent, installed some interior framing during the course of two-days' work.

16. The Respondent employed an electrician, Rob Molnar, who worked at the property on April 27, 2021 and on that basis the Respondent demanded the second payment under the Contract. The Claimant refused.

17. On April 30, 2021, Mr. Shacka, the Respondent's framing subcontractor, informed the Claimant that he had incurred costs for materials and man-hours between the subject property and 2821 Gull Way, and threatened to place a lien on the Claimant's property.

18. On May 4, 2021, the Claimant notified Julie Harrell, principal of the Respondent, that she was terminating the Contract due to non-performance.

19. On May 12, 2021, the building permit was transferred to the Claimant by the local permitting office.

20. The value of the work performed by the framing subcontractor and electrical subcontractor hired by the Respondent was \$3,558.98.<sup>11</sup>

21. The Claimant rejected an unsecured proposed settlement by the Respondent in September 2021.

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<sup>11</sup> Cl. Ex. 11, page 3 of the Claimant's letter of June 14, 2021; *see also* Cl. Ex. 13, Itemized Amount Paid to Complete Work.

## DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); State Gov't § 10-217 (2021); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002). An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Bus. Reg. § 8-405(a) (Supp. 2023); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). "[A]ctual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.<sup>12</sup>

The Respondent was a licensed home improvement contractor when the Respondent entered into the Contract with the Claimant.<sup>13</sup> Based on the evidence presented, I conclude that the Respondent performed unworkmanlike, inadequate, and incomplete home improvements. The Claimant credibly testified, without contradiction, that the Respondent significantly delayed commencement of work under the Contract, including by failing to submit properly signed permit applications to the Town of Ocean City Planning Office, which issues building permits.

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<sup>12</sup> By statute, certain claimants are excluded from recovering from the Fund altogether. Based on the testimony of the Claimant during cross-examination by the Fund, I conclude there are no such statutory impediments to the Claimant's recovery. The claim was timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg §§ 8-405(g), 8-408(b)(1) (2015 & Supp. 2023). The Claimant contracted for a home improvement. *Id.* § 8-101(k)(Supp. 2023). The Claimant does not own more than three dwellings. *Id.* § 8-405(f)(2) (Supp. 2023). The Claimant is not a relative, employee, officer, or partner of the Respondent, and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1) (Supp. 2023).

<sup>13</sup> The Fund's position was that the Claimant met her burden to prove that she was a proper party pursuant to Bus. Reg. § 8-101(k), and I agree with this determination.



The evidence shows that the Respondent eventually obtained a building permit and hired two subcontractors, a framer and an electrician, each of whom performed work in partial completion of the Contract. The Claimant alleged that the framer worked on the project for two days, and the electrician worked for one day, and that no other work under the Contract was commenced or completed. The Claimant also alleged that the electrical subcontractor admitted to her that he was unlicensed, but no other evidence of licensure of the electrician was presented. As such, I lack sufficient evidence to determine whether the electrical subcontractor, Robert Molnar and/or any electrical contracting company for which he may have worked, was unlicensed as of April 2021.

From February 4, 2021 until the end of April 2021, the Claimant diligently pursued completion of the Contract. She wrote repeatedly to Mr. Franchetti, her contact on behalf of the Respondent, seeking explanations for delays and assurances of performance. Mr. Franchetti provided assurances, but no identifiable performance other than the minimal work of the two subcontractors. Both subcontractors ceased working on the project without completing the scope of work necessary to frame the interior of the house or complete the electrical work. Despite this minimal progress after two months, Mr. Franchetti demanded an additional payment of \$10,000.00, which the Claimant refused to pay without substantially greater progress to justify the additional draw.<sup>14</sup> At that time, the Claimant reasonably determined that the best course of action was to terminate the Contract.

The Respondent did propose an agreement to resolve the Claimant's complaint before the MHIC, consisting of a monthly repayment plan. However, the Respondent did not propose to

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<sup>14</sup> The Contract specified the amounts of each partial payment or draw, but not the events which would entitle the Respondent to payment of each. Accordingly, the Claimant relied on a good faith demonstration of an intent to perform the Contract, and the Respondent appears to have relied on the beginning of work, however slight. In the absence of a contractual provision, neither party can be favored concerning the demanded payment.

complete the Contract, which was the agreement between the parties. Similarly, the Contract did not require the parties to attempt a negotiated settlement, especially a promised future payment that was not secured by any collateral. The Claimant testified to her belief, based on all of the circumstances, that the Respondent proposed this settlement to induce her to drop her claim, but that they were unlikely to make payments if she did so. The Claimant testified that the demand by Mr. Franchetti for the additional \$10,000.00 draw seemed “desperate”, and I find that she was sufficiently concerned with the Respondent’s liquidity that she declined to withdraw her complaint in favor of a series of monthly payments that might not be made. On that basis, I do not find that the Claimant unreasonably rejected a good faith offer by the Respondent to resolve the matter.<sup>15</sup>

As the evidence clearly establishes that the Respondent did not complete the job, and that the work he did perform was inadequate and incomplete, I 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) (Supp. 2023); COMAR 09.08.03.03B(1).

The Contract price was \$36,485.00. The Claimant paid the Respondent the total amount of \$17,000.00. The Claimant hired other contractors to complete the work set forth in the Contract, but the Claimant’s exhibits do not include contracts with any of the contractors she subsequently hired, or scopes of work for each such contractor, so that the work they performed could be correlated to a scope-of-work item in the Contract. Similarly, though the Claimant

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<sup>15</sup> Bus. Reg § 8-405(d).

alleged that the work performed by the Respondent's framing subcontractor had to be completely redone, and a percentage of the work done by the Respondent's electrical subcontractor also required correction, she did not identify any record of these deficiencies or necessary corrections. None of the receipts or invoices from contractors subsequently hired by the Claimant to complete the project identify incidents of defective workmanship by either of the Respondent's subcontractors, or any cost to repair or replace allegedly deficient workmanship.

In addition, I reviewed the Home Improvement Claim Form<sup>16</sup> and noted that on that document the Claimant identified an estimated value of work done by the Respondent as \$3,558.98. The Claimant acknowledged that some work was performed by the Respondent's framing and electrical subcontractors, however minimal. Upon further review of the Claimant's exhibits, I noted that she identified the amount of \$3,558.98 as an offset to her demand for a refund of her initial \$17,000.00 payment. Also in Claimant Exhibit 13, under "Itemized Amount Paid to Complete Work," she identifies the sum of \$3,558.98 as "Amount of payment conceded for work by electrician/framer."

In an effort to discern a value for the electrical work done by Mr. Molnar as part of the \$3,558.98 conceded by the Claimant, I reviewed Claimant Exhibit 11, which includes the Claimant's June 14, 2021 correspondence to the Respondent. Her letter says the following: "Rob [Molnar – electrician] has advised that the work performed to date totals \$1,800."<sup>17</sup> Attached to

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<sup>16</sup> Cl. Ex. 13 and GF Ex. 3.

<sup>17</sup> Claimant Exhibit 8 includes an invoice in the amount of \$1,879.00 from Times Seven Home Solutions dated April 29, 2021, payable to Mr. Franchetti. The invoice does not identify Rob Molnar, the electrical subcontractor; it does not relate Mr. Molnar to Times Seven Home Solutions; and it does not explain why payment is due to Mr. Franchetti, a representative of the Respondent. For these reasons, I cannot clearly identify the Times Seven Home Solutions invoice as deriving from Mr. Molnar's work on the project.

that letter is a two-page excerpt from the Contract, at the end of which is the following added equation:

ELECTRIC as identified by electrician	\$1,800.00
TOTAL FOR WORK PERFORMED:	\$3,558.98
DEPOSIT:	\$17,000.00
TOTAL OWED:	\$13,441.02

In Claimant Exhibit 11, she acknowledged to the Respondent that she was owed only \$13,441.02 from the Respondent, a sum which results from the subtraction of \$3,558.98 from \$17,000.00. Furthermore, the Claimant identified \$1,800.00 of the total sum of \$3,558.98 as attributable to the electrical work, meaning that the value of the framing work was \$1,758.98.<sup>18</sup> In addition, Claimant Exhibit 14 appears to be a modified version of the Contract with certain entries highlighted. On the third page of that document is a margin notation, next to the amount itemized for "Electrical," which says, "\$1,800 per electrician."

I am persuaded by the Claimant's several acknowledgements that the value of the framing and electrical work performed by the Respondent's subcontractors is \$3,558.98, consistent with her exhibits and her Home Improvement Claim Form.

The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. The Respondent performed some work under the Contract, and the Claimant retained subcontractors to complete that work. The formula found in COMAR 09.08.03.03B(3)(c) normally applies to such circumstances:

**B. Measure of Awards from Guaranty Fund**

(3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:

(c) 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

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<sup>18</sup> \$3,558.98 - \$1,800.00 = \$1,758.98.

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....

On its face, the premise of this regulation describes the posture of the Claimant and the Respondent. However, the Claimant did not produce a contract or multiple contracts with the contractors she retained to complete her project, so it is not possible to directly compare what work the Contract required, and the work that subsequent contractors performed. Similarly, it is not possible to compare the Contract price to the total amount she paid to multiple others, or to know that it is for precisely the same scope of work.

This case is further distinguishable in that the Claimant here determined the amount of her actual loss before retaining other contractors to perform work which may or may not match the scope of the original Contract. Therefore, I find formula (c) to be inapplicable. Instead, COMAR 09.08.03.03B(3) permits me to determine that a claim requires a unique measurement of actual loss.

Before the Claimant incurred the costs of subsequent contracts, she acknowledged to the Respondent that her claim was limited to the difference between what she paid the Respondent and the value of any materials or services provided by the Respondent. For that reason, the correct measure of the Claimant's loss can be determined pursuant to COMAR 09.08.03.03B(3)(b), which I find is the most applicable formula:

(b) If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.

It is appropriate here to measure the Claimant's actual loss by simply identifying the total amount she paid to the Respondent and subtracting the amount which she conceded reflected the

value of the materials or services provided by the Respondent. Accordingly, I find the Claimant's actual loss totals \$13,441.02.

Effective July 1, 2022, a claimant's recovery is capped at \$30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.<sup>19</sup> In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$30,000.00. Therefore, the Claimant is entitled to recover her actual loss of \$13,441.02.

### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$13,441.02 as a result of the Respondent's acts or omissions.<sup>20</sup> I further conclude that the Claimant is entitled to recover that amount from the Fund.

### **RECOMMENDED ORDER**

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,441.02; 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;<sup>21</sup> and

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<sup>19</sup> Bus. Reg. § 8-405(e)(1), (5) (Supp. 2023); COMAR 09.08.03.03B(4). On or after July 1, 2022, the increased cap is applicable to any claim regardless of when the home improvement contract was executed, the claim was filed, or the hearing was held. See *Landsman v. MHIC*, 154 Md. App. 241, 255 (2002) (explaining that the right to compensation from the Fund is a "creature of statute," these rights are subject to change at the "whim of the legislature," and "[a]mendments to such rights are not bound by the usual presumption against retrospective application").

<sup>20</sup> Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2023); COMAR 09.08.03.03B(3).

<sup>21</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

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

August 13, 2024  
Date Decision Issued

JTB/kh  
#212931

Jeffrey T. Brown  
Jeffrey T. Brown  
Administrative Law Judge

**PROPOSED ORDER**

***WHEREFORE, this 23<sup>rd</sup> day of December, 2024, 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.***

**Wm Bruce**

**Quackenbush**

**Wm Bruce Quackenbush**

**Chairman**

**Panel B**

**MARYLAND HOME IMPROVEMENT  
COMMISSION**