

IN THE MATTER OF THE CLAIM
OF MICHAEL GASKINS,
CLAIMANT
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF ROBERT SPERO, T/A
MARYLAND POOLS INC.,
RESPONDENT

* **BEFORE TARA K. LEHNER,**
* **AN ADMINISTRATIVE LAW JUDGE**
* **OF THE MARYLAND OFFICE**
* **OF ADMINISTRATIVE HEARINGS**
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* **OAH No.: DLR-HIC-02-16-36254**
* **MHIC No.: 15 (05) 1271**

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PROPOSED DECISION¹

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

STATEMENT OF THE CASE

On October 19, 2015, Michael Gaskins (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement

¹ The Code of Maryland Regulations (COMAR) 09.08.02.01B provides that "[a]ll contested case hearings delegated to the Office of Administrative Hearings shall be governed by COMAR 09.01.03." COMAR 09.01.03.08 states:

A. Upon completion of the hearing, the ALJ shall submit a proposed decision to the administrative unit.

....

C. The proposed decision shall comply with the requirements of the Administrative Procedure Act and COMAR 28.02.01.22, and shall include:

- (1) Written findings of fact;
- (2) Proposed conclusions of law; and
- (3) A recommended order.

of \$14,898.91 in alleged actual losses suffered as a result of a home improvement contract with Robert Spero (Respondent), trading as Maryland Pools Inc.

I held a hearing on April 4, 2017, at the Frederick County Department of Social Services, 100 East All Saints Street, Room 2C, Frederick, Maryland 21701 (Frederick DSS). Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015).² The Claimant appeared and represented himself. The Respondent and his attorney of record, Robert M. Stahl, Esquire, did not appear for the hearing. Andrew Brouwer, Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), appeared as counsel to the Fund. The Fund did not send a party representative.

The contested case provisions of the Administrative Procedure Act, the MHIC procedural regulations, 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 & Supp. 2016); Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02.01B, and 28.02.01.

ISSUES

Did the Claimant sustain an actual loss compensable by the Fund as a result of any acts or omissions of the Respondent, and if so, what amount may the Claimant receive from the Fund?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 MHIC Hearing Order, October 17, 2016
- GF Ex. 2 Notice of Hearing, January 5, 2017

² Unless otherwise noted, all references hereinafter to the Business Regulation Article in the Annotated Code of Maryland are to the 2015 Replacement Volume.

GF Ex. 3 Letter from the MHIC to the Respondent, October 21, 2015, with attached Claimant's Claim Form, received by MHIC October 19, 2015

GF Ex. 4 MHIC Licensing Information for the Respondent and Maryland Pools Inc., printed March 24, 2017

I admitted the following exhibits on behalf of the Claimant:

Cl. Ex. A³ Claimant's Overview and Timeline, undated

Cl. Ex. B Contract between Claimant and Maryland Pools Inc. with Payment Schedule, August 20, 2014

Cl. Ex. C Checks from Claimant to Maryland Pools Inc., August 26, October 16 and November 10, 2014

Cl. Ex. D Aquatic Solutions, LLC Invoices (two), May 27 and June 10, 2015

Cl. Ex. E BB&T Bank Statement, July 13, 2015

Cl. Ex. F BB&T Bank Statement, August 11, 2015

Cl. Ex. G Bank of America Credit Card Statements, October 14 and November 14, 2015

Cl. Ex. H Aquatic Solutions, LLC Itemized Statement, October 5, 2015

No exhibits were offered by the Respondent.

Testimony

The Claimant testified on his own behalf. He did not call any other witnesses.

The Respondent was not present to testify or present witnesses.

The Fund did not present any witnesses.

³ The Claimant premarked his exhibits.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject matter of this hearing, the Respondent, who traded as Maryland Pools Inc. (Maryland Pools), was licensed as a home improvement contractor under MHIC license numbers 01-93100 (Individual License) and 05-6694 (Company License).
2. The Respondent provided the MHIC with the address of 18 Trojan Horse Drive, Phoenix, Maryland 21131 (MHIC Address) as his address.
3. On or about August 20, 2014, the Claimant and Maryland Pools entered into a contract for the installation of a pool (Contract). The Contract price was \$52,080.00.
4. The Claimant paid Maryland Pools \$46,774.00 as follows:
 - \$2,000.00 on August 26, 2014 (Check #697)
 - \$18,852.00 on October 16, 2014 (Check #102)
 - \$25,922.00 on November 10, 2014 (Check #105)
5. Maryland Pools completed some of the Contract work through November 2014, but despite promises made by representatives of Maryland Pools throughout April and May 2015, neither the Respondent, nor any other representative of Maryland Pools, ever returned to install the plaster, the electric and/or the mechanical equipment for the pool, all of which was part of the scope of work of the Contract.
6. In June 2015; the Claimant hired additional licensed contractors to complete the Contract work. Tristar Electric (Tristar) charged the Claimant \$2,950.00 to complete the electrical work under the Contract. Wilcoxon Construction LLC (WCC) charged the Claimant \$2,356.00 to complete the plaster work under the Contract. Finally, Aquatic Solutions, LLC

(Aquatic Solutions), charged the Claimant \$13,119.19 to provide and install all of the mechanical equipment required under the original Contract. All of the work completed by these contractors was the same as required by the original Contract. No contractor installed a mineral spring system that was called for in the original Contract.

7. On or about July 6, 2015, Maryland Pools filed a voluntary bankruptcy petition with the United States Bankruptcy Court in Baltimore, Maryland.

8. On October 19, 2015, the Claimant filed the Claim with the MHIC.

9. On October 21, 2015, the Fund notified the Respondent through his attorney that the Claim had been filed against him by the Claimant.

10. On October 17, 2016, the MHIC issued a Hearing Order stating that it was referring the Claim to the OAH for a hearing.

11. On January 5, 2017, the OAH mailed a Notice of Hearing (Notice) by United States Postal Service (USPS) Certified Mail Return Receipt and by First Class Mail to the Respondent's MHIC Address and to the Respondent's attorney of record, Mr. Stahl. This Notice advised the Respondent that a hearing was scheduled for April 4, 2017, at 10:00 a.m., at the Frederick DSS.

12. The Certified Mail Return Receipt for the Notice mailed to the Respondent's MHIC Address was signed as received by Patti Spero on January 7, 2017. The Certified Mail Return Receipt for the Notice mailed to Mr. Stahl was signed as received on January 9, 2017 with an illegible signature. The First Class Mail Notices were not returned to the OAH by the USPS.

13. On January 20, 2017, Mr. Stahl wrote a letter to the OAH requesting that the OAH stay this case because Maryland Pools had filed a voluntary bankruptcy petition. That request was denied.

14. No party made a request to postpone the April 4, 2017 hearing.

15. The Contract contains an arbitration clause. As of the date of the hearing, the Respondent had not advised the Claimant, the MHIC or the OAH that he intends to participate in arbitration of the issues underlying this Claim.

16. Besides the January 20, 2017 letter from Mr. Stahl, neither the Respondent, nor anyone authorized to represent him, initiated any contact with the Claimant, the MHIC or the OAH after the filing of this Claim.

17. The Claimant and his spouse are not: a spouse or other immediate relative of the Respondent; an employee, officer, or partner of the Respondent; or an immediate relative of an employee, officer, or partner of the Respondent.

18. The Claimant has not taken any action to recover monies for the Respondent's or Maryland Pool's failure to complete the Contract work, other than the instant Claim.

19. The property where the Contract work was performed is the only residential property the Claimant owns in Maryland and it is his primary residence.

DISCUSSION

The Respondent's failure to appear

As discussed in the Findings of Fact above, the OAH mailed the Notice regarding the date, time and location of this hearing to the Respondent to his MHIC Address of record and to his attorney, Mr. Stahl, via both First Class and Certified Mail. The Certified Mail Notices were signed as received by someone at both the Respondent's and Mr. Stahl's address. The First Class Mail Notices were not returned to the OAH by the USPS.

On April 4, 2017, at 10:00 a.m., I convened a hearing in this case at the Frederick DSS. By 10:20 a.m., neither the Respondent, nor anyone claiming to represent the Respondent, appeared for the hearing. The OAH did not receive any request for postponement of the hearing.

The Respondent was properly notified of the date, time and location of this hearing. The Notice was mailed just shy of three months before the scheduled hearing by both First Class and Certified Mail to the address the Respondent provided to the MHIC. Md. Code Ann., Bus. Reg. § 8-312(d) (the hearing notice shall be sent at least ten days before the hearing by certified mail to the business address of the licensee on record with the MHIC); *see also id.* § 8-407(a). The Notice was also mailed to his attorney of record. Despite proper notice being sent, the Respondent failed to appear for the hearing. As a result, I proceeded with the hearing in the Respondent's absence. COMAR 28.02.01.23A.

Merits of the Claim

A claimant bears the burden of proof, by a preponderance of the evidence, that it is entitled to an award from the Fund. Md. Code Ann., Bus. Reg. § 8-407(e)(1); COMAR 09.08.03.03A(3); Md. Code Ann., State Gov't § 10-217 (2014). A claimant 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) ("The Fund may only compensate claimants for 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. However, the Fund may not compensate a claimant for

consequential or punitive damages, personal injury, attorney's fees, court costs, or interest, COMAR 09.08.03.03B(1), and may not compensate a claimant for more than was paid to the original contractor. Md. Code Ann., Bus. Reg. § 8-405(e)(5).⁴

Arbitration Clause

The Contract between the Claimant and Maryland Pools contains an arbitration clause, which states, in pertinent part, as follows:

Any controversy, action, claim, dispute, breach or questions of interpretation relating to or arising out of this contract shall be resolved by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

...

Under Business Regulation Article SS8-405(C) [sic], Annotated Code of Maryland, a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any mandatory arbitration proceeding.

See Cl. Ex. 1, Section 9.

Section 8-405(c) requires that the Claimant prove that he complied with any contract arbitration clause before seeking compensation from the Fund. Md. Code Ann., Bus. Reg.

§ 8-405(c). Additionally, COMAR 09.08.03.02E provides:

E. Compulsory Binding Arbitration. When a contract between a claimant and a contractor requires that all contract disputes be submitted to binding arbitration, the claimant shall either:

- (1) Submit their dispute to binding arbitration as required by the contract;
- or

⁴ A claimant must also prove that at all relevant times: (a) the owner owned fewer than three dwelling places or resides in the home as to which the claim is made; (b) the owner was not an employee, officer or partner of the contractor or the spouse or other immediate relative of the contractor or the contractor's employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the owner did not unreasonably reject the contractor's good faith effort to resolve the claim; (e) there is no pending claim for the same loss in any court of competent jurisdiction and the owner did not recover for the actual loss from any source; and (f) the owner filed the claim with the MHIC within three years of the date the owner knew or with reasonable diligence should have known of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(d), (f), and (g), 8-408(b)(1); *id.* § 8-101(g)(3)(i) (Supp. 2016).

The Claimant provided uncontroverted evidence that he meets all of the above-enumerated requirements, and the Fund did not challenge any of the Claimant's evidence.

(2) Provide evidence to the Commission that the claimant has made good faith efforts to bring the dispute to binding arbitration which the contractor has either rejected or not responded to. The Commission shall then give the contractor written notice that, if the contractor does not agree to binding arbitration, the Commission will consider the compulsory arbitration clause to be void and process the claimant's claim pursuant to this chapter.

COMAR 09.08.03.02E.

At the hearing, Mr. Brouwer, the Assistant Attorney General representing the Fund, stated that the MHIC is aware that the Contract contains this arbitration clause, and proffered that it is the MHIC's position that the Respondent waived his contractual right to compel arbitration and that the Claim may properly be considered at this time.⁵

Section 8-405(c) of the Business Regulation Article protects the Fund from being depleted and ensures its continued solvency for the payment of future claims. Section 8-410 provides that once the MHIC pays a claim, the MHIC is subrogated to all rights of the claimant, and the MHIC may sue the contractor for the amount paid by the Fund on the claim. Md. Code Ann., Bus. Reg. § 8-410(a) and (b). This subrogation right allows the Fund to collect from the offending contractor what it has paid to a claimant, thus replenishing the Fund so that it continues to have sufficient resources to make payments on future awards.⁶ However, when the MHIC initiates a lawsuit against a contractor, the MHIC steps into the shoes of the claimant, and the contractor may assert any defenses against the MHIC that it would have had against the

⁵ The Contract was not executed by the Respondent; but rather, it was executed by a salesman on behalf of Maryland Pools. However, as discussed in the Court of Special Appeals in *Case Handyman & Remodeling Services, LLC v. Schuele*, the principles of equitable estoppel mandate that the Respondent may compel arbitration. 183 Md. App. 44, 62 (2008) (“[A] non-signatory of an applicable arbitration contract can enforce an arbitration clause under the doctrine of equitable estoppel when the signatory’s claims against the non-signatory rely on the written agreement.” (footnote omitted)), *vacated on other grounds*, 412 Md. 555 (2010).

⁶ The MHIC has been tasked with the establishment and administration of the Fund. See Md. Code Ann., Bus. Reg. § 8-403(a) and (c). The Fund is supported by initial fees and assessments from licensed contractors and from reimbursements the MHIC collects from the contractors who give rise to claims. *Id.* §§ 8-404, 8-410. If the Fund does not have sufficient money to cover an award, the claimant must wait until there is enough money to pay the claim. *Id.* § 8-409(c). Thus, the MHIC has a policy interest in preserving the Fund so that it is available for all claimants.

claimant, including the claimant's failure to bring the dispute to arbitration. *See Hill v. Cross Country Settlements, LLC*, 402 Md. 281, 313 (2007) (the substituted person "can exercise no right not possessed by his predecessor, and can only exercise such right under the same conditions and limitations as were binding on his predecessor.") (quoting *Poe v. Phila. Cas. Co.*, 118 Md. 347, 353 (1912)). Accordingly, to ensure the continued solvency of the Fund through subrogation actions against contractors, section 8-405(c) limits the MHIC's ability to pay an award from the Fund when a claimant has not complied with a contract arbitration clause.

There are times, however, when a contract at issue in a claim contains an arbitration clause, but a claimant is unable to engage the contractor in arbitration. Clearly, the purpose of the Fund is to compensate homeowners for actual losses incurred at the hands of a licensed contractor, and this dictates that a claimant, who is barred from complying with a contract arbitration clause due to the actions of a contractor, should nevertheless be permitted to seek recovery from the Fund.

Maryland courts recognize that the right to arbitrate is a right created by contract, and that a party to that contract may waive its right to arbitrate. 2 Maryland Law Encyclopedia, *Alternative Dispute Resolution* § 23 (Westlaw 2017); *see also Brendsel v. Winchester Const. Co., Inc.*, 162 Md. App. 558, 573, *cert. granted*, 389 Md. 124 (2005), *aff'd*, 392 Md. 601 (2006). Usually, a court will only determine that a party waived its right when it does so through unequivocal acts or language. *Brendsel*, 162 Md. App. at 574. However, it is possible for waiver to be established when a party delays in demanding arbitration. *Id.* at 573; *see also Redemptorists v. Coulthard Servs., Inc.*, 145 Md. App. 116, 141 (2002). COMAR 09.08.03.02E is a mechanism for the Fund to establish that a contractor waived arbitration with a claimant. If the MHIC follows the procedures contained in COMAR 09.08.03.02E, it creates a factual record

that may be used in any future subrogation lawsuit against defense of “failure to arbitrate” asserted by the contractor.

Clearly, however, if the facts of a particular case already are sufficient to prove waiver of the arbitration clause by the contractor, it is unnecessary for the MHIC to follow the provisions of COMAR 09.08.03.02E. In this case, there is abundant evidence to support the MHIC’s position that the Respondent’s action in this case, or more accurately his inaction, amounts to a waiver of his right to arbitrate, and therefore, it was unnecessary for the MHIC to require that it and the Claimant strictly adhere to the procedures outlined in COMAR 09.08.03.02E. The Respondent has known that this Claim was pending before the Fund for the seventeen months prior to this hearing. *See* GF Ex. 3 (October 21, 2015 letter to the Respondent advising him that this Claim was pending against the Fund). Additionally, the Respondent was reminded of the pendency of this Claim through the January 5, 2017 Notice of Hearing. *See* GF Ex. 2. Despite this repeated actual notice, the Respondent never attempted to compel arbitration either through the Claimant, the MHIC, or the OAH. Specifically, the Claimant testified that the Respondent never contacted him about submitting the claim to arbitration, Mr. Brouwer proffered that the Respondent never contacted the MHIC to demand that the matter be submitted to arbitration, and the OAH case file does not include any correspondence from the Respondent addressing arbitration. Most interestingly, on January 20, 2017, Mr. Stahl contacted the OAH on behalf of the Respondent and Maryland Pools, and requested that the hearing on the Claim be stayed pending Maryland Pool’s voluntary bankruptcy petition; however, Mr. Stahl’s letter was silent regarding arbitration. *See* OAH Case File, docket entry 3. Finally, the Respondent did not avail himself of his right to attend the hearing on the Claim and to object to the hearing of the matter prior to arbitration.

Based on these facts, I conclude that the Respondent waived his right to arbitrate this Claim, and that it was appropriate for the MHIC to forward this Claim for a merits hearing, despite the presence of an arbitration clause in the Contract and despite the Claimant's and the MHIC's strict adherence to the procedures contained in COMAR 09.08.03.02E.⁷

2. Actual Loss and Amount of Award

The uncontroverted evidence is that the Respondent abandoned the Contract after performing only some of the Contract work and therefore left the Claimant with an incomplete home improvement. The Respondent began installing the pool at the Claimant's primary residence in October 2014. In December 2014, the Respondent ceased work due to the winter weather. At that time, the only items left to complete under the Contract were the electrical work, the delivery and installation of the mechanical equipment, and the plaster installation. By December 2014, the Claimant had paid the Respondent \$46,774.00 towards the \$52,080.00 Contract price.

In March 2015, the Claimant emailed Maryland Pools to discuss when it intended to complete the Contract work. In April 2015, an employee of Maryland Pools made promises through multiple emails that the work would be completed that month; however, the Respondent did not perform any work. Additional promises were made by the Respondent and representatives of Maryland Pools in May 2015, and again the Contract work was not completed. In June 2015, the Claimant received word that Maryland Pools had closed. The Claimant never heard from the Respondent or Maryland Pools after the unfulfilled promises made in May 2015.

⁷ Although, for purposes of whether an award should be made to the Claimant from the Fund I conclude that the Respondent waived his right to arbitrate, the court that presides over the subrogation case will render its own determination on that issue.

The Claimant suffered an actual loss when the Claimant had to pay money to other licensed contractors to complete the Contract work. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405(a). The Claimant hired and paid Tristar \$2,950.00 to complete the electrical work and hired and paid WCC \$2,356.00 to complete the plaster work. There is no doubt that the amount the Claimant paid these two contractors was reasonable; the Contract broke out the charges for these two items and Tristar and WCC charged the Claimant the same amount for the same work. Finally, the Claimant hired and paid Aquatic Solutions \$13,119.19 to provide and install most of the mechanical equipment required under the original Contract. This payment is only twenty-five percent of the overall Contract price, and it is for the most technical part of the Contract work. I do not find any evidence to support a determination that the \$13,119.19 charged by Aquatic Solutions was unreasonable.

The Contract between the Claimant and Maryland Pools also called for Maryland Pools to install a mineral spring system to the mechanical components of the pool; however, no contractor ever installed this system. The Claimant estimated that Aquatic Solutions would have charged him an additional \$2,000.00 to \$3,000.00 to purchase and install this system; however, he did not provide an estimate from a licensed contractor as to what this system would actually cost. The Claimant is required to prove his actual loss by a preponderance of the evidence, and his speculation alone is insufficient to support his burden. Accordingly, I do not recommend an increase in the amount of the Claimant's actual loss for this missing item.

COMAR 09.08.03.03B(3)(c) provides the following formula as an appropriate measure of 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.

| | |
|----------------------------------|---------------------|
| Paid to Maryland Pools | \$46,774.00 |
| Paid to Tristar | +\$2,950.00 |
| Paid to WCC | +\$2,356.00 |
| <u>Paid to Aquatic Solutions</u> | <u>+\$13,119.19</u> |
| Total Paid | \$65,199.19 |
| <u>Minus Contract Price</u> | <u>-\$52,080.00</u> |
| Actual Loss | \$13,119.19 |

Pursuant to the applicable law, the maximum recovery from the Fund is limited to the lesser of \$20,000.00 or the amount paid by or on behalf of the Claimant to the Respondent. Bus. Reg. § 8-405(e)(1), (5). The Claimant's actual loss of \$13,119.19 is not limited by this provision of law.

During the hearing, the Assistant Attorney General stated that this case is only one of many against the Respondent and Maryland Pools. Section 8-405(e)(2) of the Business Regulation Article provides for a statutory cap of \$100,000.00 to cover all claimants for the acts or omissions of one contractor, unless the contractor reimburses the Fund. Thus, although I recommend an award of \$13,119.09 to the Claimant, this award may be limited by the statutory cap of section 8-405(e)(2).

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss as a result of the Respondent's acts and omissions, and that an appropriate award in this case is \$13,119.19, subject to any limitations imposed by section 8-405(e)(2) of the Business Regulation Article. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c).

RECOMMENDED ORDER

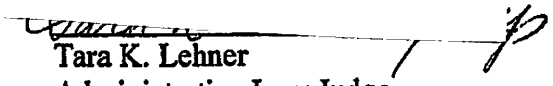
I **RECOMMEND** that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,119.19, unless otherwise limited by section 8-405(e)(2) of the Business Regulation Article; 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 at least ten percent (10%) as set by the Maryland Home Improvement Commission;⁸ and

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

June 2, 2017
Date Decision Issued


Tara K. Lehner
Administrative Law Judge

TKL/sw
#167749

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

PROPOSED ORDER

WHEREFORE, this 10th day of July, 2017, 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.

Joseph Tunney

***Joseph Tunney
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION