BEFORE THE
COMMISSION ON COMMON OWNERSHIP COMMUNITIES
FOR MONTGOMERY COUNTY, MARYLAND

GALE LIVINGSTONE	)	
Complainant	)	
v.	)	Case No. 23-08
PARKSIDE COMMUNITY ASSOCIATION, INC.	)	
Respondent	)	

DECISION AND ORDER

The above-captioned case came before the Commission on Common Ownership Communities for Montgomery County, Maryland (the "Commission") for hearing on August 21, 2008, pursuant to Chapter 10B of the Montgomery County Code ("MC Code"). The duly appointed Hearing Panel ("Panel"), having considered the testimony and evidence of record, finds, concludes and orders as follows.

I. Background

Complainant Gale Livingstone ("Ms. Livingstone" or "Complainant") operates a family day care business at her home on Windsong Lane in Clarksburg, Maryland. That home is part of a homeowners association known as Parkside Community Association, Inc. ("Parkside" or "Respondent").

Ms. Livingstone filed a complaint with the Commission on May 12, 2008, claiming that a recent amendment to Parkside's Declaration of Covenants, Conditions and Restrictions (the "Declaration"), purporting to prohibit family day care businesses, should not be applied to her. She also claimed that the amendment and Respondent's attempt to enforce it against her violated her federal and state constitutional rights.

Parkside's position is that the amendment applies to Complainant and that it should be enforced against her.

After Complainant rejected mediation, the Commission accepted jurisdiction over the complaint, except for the claimed violation of Complainant's constitutional rights.

II. The Hearing

Complainant appeared *pro se* at the hearing. Respondent was represented by counsel.

At the outset of the hearing, the Commission's file in this matter (Comm'n Ex. 1) was placed in evidence without objection. That exhibit includes Ms. Livingstone's complaint, Parkside's Declaration and Bylaws, documents relating to the adoption and recordation of the amendment to the Declaration, and orders entered in *Livingstone v. Parkside Community Ass'n, Inc.*, Circuit Ct. for Mont. Cnty. Md. No. 288992-V (the "Injunction Action").

Ms. Livingstone testified as the only witness for Complainant. She stated that she bought her home within Parkside two years ago and, in the process, she reviewed Parkside's governing documents. At that time the governing documents permitted the operation of a home-based family day care business, subject only to giving 30 days' prior notice to Parkside. Ms. Livingstone bought her home with the intention of operating a family day care business there.

In July 2007 she began the process of obtaining a license to operate a day care business in her home. The process involved substantial expenditures to bring her home into compliance with licensing requirements. Following inspection of her home, the Maryland State Department of Education issued Ms. Livingstone a license on March 10, 2008, which authorized her to operate the business at her home. Ms. Livingstone offered in evidence her license application (Cmplt. Ex. 1) and the license itself (Cmplt. Ex. 3). The license permits up to eight children at one time.

Ms. Livingstone testified that she had outside employment until February of 2008. She left that employment to start the day care business. She obtained her first day care contract on May 26, 2008, and she actually started providing day care services on June 30, 2008. She now has 4 children under care.

In June and July of 2007 Ms. Livingstone spoke with several of her neighbors within Parkside about her plan to run a day care business at her home. Those communications aroused some concern, as indicated by minutes from a meeting of Parkside's board of directors (of which Ms. Livingstone was then a member) dated August 20, 2007 (Cmplt. Ex. 2). According to the minutes, certain board members felt that Ms. Livingstone had misrepresented her intentions regarding the day care business.

Ms. Livingstone's only other exhibit was a portion of the County's Zoning Ordinance relating to family day care homes (Cmplt. Ex. 4).

On cross-examination, Ms. Livingstone acknowledged that Respondent had been the subject of a temporary restraining order in the Injunction Action from November 2007 to February 2008, which prevented Respondent from amending its Declaration to prohibit day care businesses; that when the Injunction Action was dismissed, Respondent adopted such an amendment by a vote of 22 to 2; and that Ms. Livingstone was aware of its having done so. She stated that she does not believe the amendment is invalid for procedural reasons and that she was aware of Respondent's argument in the Injunction Action that, under Maryland law, such an amendment applies to existing day care businesses.

Ms. Livingstone also admitted that she was not familiar with certain provisions of the Maryland Code Real Property Article which permits homeowners associations to prohibit family day care businesses.

In answer to a Panel member's question, Ms. Livingstone stated that there are no other family day care businesses within Parkside.

At the conclusion of Ms. Livingstone's case-in-chief, Respondent moved for dismissal. The Panel denied the motion without prejudice.

Respondent called as its only witness Jeffrey Schrader, president of Respondent's board of directors and a director of Parkside since the board transitioned from the developer.

Mr. Schrader testified that in August or September 2007 there was concern within Parkside about the operation of a day care business and the idea arose of amending the Declaration to prohibit day care centers. Certain owners circulated a petition (Rspt. Ex. 2) asking the board to call a special meeting of Parkside owners to adopt an amendment to prohibit day care businesses. The petition contains 12 signatures. However, before Parkside could act, Ms. Livingstone obtained a temporary restraining order in the Injunction Action.

When the Injunction Action was dismissed in February 2008, the board called a special meeting to consider an amendment to the Declaration. The minutes of the February 19, 2008 board meeting and the notice of special meeting were admitted in evidence (Rspt. Ex. 9 and 3, respectively).

Mr. Schrader testified that at the special meeting, the amendment passed by 58.8%. Voting was by official ballot, proxy ballot, and electronically via a link on Parkside's website. According to Mr. Schrader, electronic voting is permitted by Parkside's governing

documents. The minutes of the special meeting were admitted as Rspt. Ex. 6. They are marked "draft" because Parkside's unit owners have not had any subsequent meeting to approve the minutes, but the draft minutes do reflect what happened at the meeting, according to Mr. Schrader.

The amendment was recorded among the County land records on April 18, 2008. Mr. Schrader identified a recorded copy as Rspt. Ex. 7.

Mr. Schrader testified that Parkside's legal fees to defend against Ms. Livingstone's complaint were being paid directly by Parkside, there being no insurance to cover the costs.

On cross-examination, Mr. Schrader stated that the website through which the electronic voting was conducted was set up and maintained by a Mr. Tagalicod, who was in favor of the amendment.

In response to questions by the Panel, Mr. Schrader testified that the special meeting was called on motion of the board, not by a membership petition; therefore, the provisions of the governing documents requiring Parkside to collect the estimated costs of the special meeting from the petitioners did not apply. He could not explain why the minutes of the board's February 19, 2008 meeting (Rspt. Ex. 9), announcing the special meeting, did not reflect a formal board vote.

Both parties agreed, in response to questions from the Panel, that the Injunction Action does not affect the Commission's ability to proceed with this case.

In closing, Ms. Livingstone argued that family day care businesses provide a community service; that it would be unfair to apply the Declaration amendment to her; and that it would be bad precedent to rule for Parkside in this case. She also argued that since the minutes of the February 19 board meeting do not show a formal vote to hold a special meeting of the unit owners, the special meeting was invalid.

Counsel for Parkside argued that § 11B-111.1 of the Real Property Article, Maryland Code (Rspt. Ex. 1) allows homeowners associations to amend their governing documents to prohibit family day care businesses and that, under the terms of the statute, such amendments apply to existing businesses. He also argued that the Commission did not have jurisdiction over this case, because it does not involve a "dispute" as defined in the Montgomery County Code.

Counsel for Parkside asked the Panel to award attorneys' fees on the basis that Ms. Livingstone's complaint was frivolous.

At the conclusion of the hearing, the Panel gave Parkside 15 days to submit material in support of its request for attorneys' fees, and it gave Ms. Livingstone 10 days to submit any response. Respondent filed a timely request for fees and related expenses totaling $14,283.52. Complainant did not file any opposition.

III. Findings of Fact

Based on the testimony and exhibits described above, the Panel specifically finds as follows:

1. Parkside is a homeowners association within the meaning of Md. Code Ann., Real Prop. § 11B-101 *et seq.*, and is a common ownership community as that term is used in MC Code, Chapter 10B.

2. Parkside contains 34 residential units, two of which are owned by banks and are vacant as a result of foreclosure.

3. Ms. Livingstone is a member of Parkside and she and her home are subject to its governing documents.

4. Ms. Livingstone bought her home at Parkside approximately two years ago with the intention of operating a family day care business there.

5. At the time Ms. Livingstone bought her home, Parkside's Declaration permitted family day care businesses. Specifically, the Declaration then provided:

> Section 7.10. Family Day Care. The use of any dwelling as a "Family Day Care Home" is permitted, provided that it meets all of the necessary approvals under the law, and provided that (i) before any dwelling unit may be used as a Family Day Care Home, the Owner and/or resident of such dwelling unit shall notify the Association [Parkside], in writing, at least thirty (30) days prior to the opening of the Family Day Care Home through the filing of an application for approval; and further, provided (ii) that the Board of Directors, or its designee, is provided at least annually with evidence to its satisfaction that any such dwelling continues to be in compliance with all of the necessary approvals under the law, including, without limitation, any local ordinances. Notwithstanding the above, the Board of Directors may order that any such Family Day Care Home cease its operations or otherwise modify its operations, including reducing the number of children, on the grounds that the activity is creating a nuisance.

Declaration (Comm'n Ex. 1, pp. 74-75).

6. Montgomery County's Zoning Ordinance generally permits the operation of a family day care business in a home such as Ms. Livingstone's. (Cmplt. Ex. 4)

7. In or about August, 2007, Ms. Livingstone gave written notice to Parkside of her intention to operate a family day care business.

8. In August or September 2007, certain owners within Parkside circulated a petition for a special meeting to amend the Declaration to prohibit day care businesses. Ms. Livingstone was then on Parkside's board and she was aware of the petition.

9. In or about November 2007, Ms. Livingstone filed the Injunction Action against Parkside.

10. On November 20, 2007, the Circuit Court issued a temporary restraining order in the Injunction Action prohibiting Parkside from interfering with the operation of a family day care business by Ms. Livingstone in her home. (Comm'n Ex. 1, pp. 46-52)

11. On February 19, 2008, the Injunction Action was dismissed without prejudice. (Comm'n Ex. 1, p. 53)

12. Ms. Livingstone invested approximately $7,000 in starting the business. (Comm'n Ex. 1, p. 47)

13. On February 19, 2008, Parkside's board of directors authorized a special meeting of the members to consider an amendment to the Declaration to prohibit family day care businesses.

14. On or about March 2, 2008, notice of the special meeting, stating the date, time, place and purpose of the meeting, was given by mail to all unit owners at Parkside except the two vacant units owned by banks.

15. On March 10, 2008, Ms. Livingstone received a license from the Maryland State Department of Education to operate a family day care business at her home.

16. On March 18, 2008, at a special meeting of Parkside's unit owners, the amendment was adopted by a vote of 22 to 2.

17. The amendment was recorded in the Montgomery County land records on April 18, 2008.

18. The amendment deletes existing Section 7.10 of the Declaration and replaces that section with the following.

> Section 7.10. Family Day Care. The use of any dwelling as a day care business such as a "Family Day Care Home" and [sic] such business [is] defined in § 11B -111.1 of the Real Property Article, annotated Code of Maryland (2003 Replacement Volume), shall not be permitted in the Property.

Rspt. Ex. 7.

19. On April 25, 2008, Parkside sent a copy of the recorded amendment to Ms. Livingstone, along with a cover letter requesting that she "please cease any further pursuit of the opening your [sic] family day care home within the Association." (Comm'n Ex. 1, p. 21)

20. On May 26, 2008, Ms. Livingstone received her first day care contract.

21. On June 30, 2008, Ms. Livingstone began providing day care at her home. She currently has four children under her care.

22. There are no other family day care businesses operating within Parkside.

IV. Conclusions of Law and Discussion

For the reasons stated below, the Panel concludes that the Commission has jurisdiction in this case; that the meeting to amend the Declaration was properly noticed and held; and that the Declaration was properly adopted and recorded. Under the "business judgment rule," the Panel is not in a position to second-guess Respondent's decision to adopt and enforce the amendment.

The Panel further concludes that while application of the amendment to Complainant will work a substantial hardship on her, such application is compelled by Maryland law, which is binding on the Panel.

A. Jurisdiction

MC Code § 10B-8 defines "association document" to include the declaration of any common ownership community. It defines "dispute" to include

> the authority of a governing body, under any law or association document, to . . . require any person to take any action, or not to take any action, involving a unit . . . [and] the failure of a governing body, when required by law or an association document, to . . . give adequate notice of a meeting or other action . . . [or] properly conduct a meeting.

While the Commission may not be able to *invalidate* an association document that was properly adopted and that otherwise conforms with law, it certainly has authority to *interpret* such a document in the context of a dispute. Further, the Commission may determine whether an association document was properly adopted at a meeting duly noticed and conducted. Enforcement of a properly adopted association document might also be denied where for example such enforcement is arbitrary or selective.

The Panel has no doubt that the Commission properly accepted jurisdiction of this case.

B. § 11B-111.1

Md. Code Ann., Real Prop. § 11B-111.1(d) provides in pertinent part:

> [A] homeowners association may include in its declaration, bylaws, or recorded covenants and restrictions a provision expressly prohibiting the use of a residence as a family day care home or no-impact business.
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> * * *
>
> A provision described [above] . . . expressly prohibiting the use of a residence as a family day care home or no-impact home-based business *shall apply to an existing family day care home* or no-impact home-based business in the homeowners association. [Emphasis added.]
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> * * *
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> A provision described [above] . . . expressly prohibiting the use of a residence as a family day care home or no-impact home-based business may

not be enforced unless it is approved by a *simple majority of the total eligible voters* of the homeowners association, not including the developer, under the voting procedures contained in the declaration or bylaws of the homeowners association. [Emphasis added.]

Thus, under the statute a simple majority of eligible voters may, utilizing established voting procedures, prohibit family day care businesses, and such a prohibition applies to existing businesses.

C. Calling, Notice and Conduct of Special Meeting

Section 4.3 of Parkside's Bylaws (Comm'n Ex. 1, p. 94), requires the President "to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the then Members having been presented to the Secretary." If the petition route is followed, the Secretary is required to collect the estimated cost of the special meeting from the petitioners.

According to Mr. Schrader, the special meeting in this case was the result of a board resolution, not a petition. Therefore, the requirement to collect the cost of the meeting did not apply. Inexplicably, the draft minutes of the board meeting do not mention a formal board resolution, but simply say: "The Special Meeting to vote on the proposed amendment was announced: it is tentatively scheduled for March 18, 2008." (Rspt. Ex. 9)

Notwithstanding the apparent gap in the minutes, Mr. Schrader's testimony that the board did in fact adopt a resolution was not challenged by Ms. Livingstone's evidence. The Panel also notes that the minutes are in draft form, subject to review and possible correction at the next unit owners' meeting. Even if the special meeting was tied to the unit owners' earlier petition rather than a board resolution, failure to collect the estimated cost of the meeting would not invalidate the meeting itself.

Sections 4.3 and 4.4 of the Bylaws (Comm'n Ex. 1, p. 94) provide for a minimum of 10 days' notice of a special meeting of unit owners, the notice to contain the date, time, place and purpose of the meeting. The notice in this case (Rspt. Ex. 3), dated March 2, 2008, appears on its face to satisfy Bylaws requirements. While the record does not explicitly show when the notice was actually mailed, the Panel may presume that it was mailed in compliance with the Bylaws. Ms. Livingstone did not challenge the sufficiency of the notice and in fact she admitted that the amendment was not invalid for procedural reasons. [1]

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[1] Although she did argue in closing that the absence of a formal board resolution calling the (continued...)

It is unclear from the record whether the banks, as owners of two vacant units, were eligible to vote and therefore should have been given notice of the special meeting. Bylaws § 4.8 (Comm'n Ex. 1, p. 95) makes ineligible a unit owner who is more than 60 days delinquent in any payment due Parkside, and it is not unreasonable to infer that a unit that has suffered foreclosure is also delinquent in homeowners association assessments. In any event, votes by the banks against the amendment would not have changed the result.

At the special meeting, the vote for the amendment was 22 to 2. Section 11B-111.1 of the Real Property Article requires only a simple majority of eligible voters, which in this case would be no more than 18. Therefore, the amendment received more than sufficient favorable votes.

Among those votes were ballots cast electronically. Such voting is expressly permitted by the Bylaws and by Maryland law. Bylaws, §§ 4.8, 4.11 (Comm'n Ex. 1, pp. 94, 95); Md. Code Ann., Real Prop. § 11B-113.2.

D. Equities

The Panel recognizes that the sequence of events outlined above – application of the statute to Ms. Livingstone *after* she spent some $7,000 to start her business and *after* she obtained a state license to operate it – produces a harsh result.

The harshness is mitigated somewhat by the fact that Parkside apparently would have acted sooner but for the TRO Ms. Livingstone herself sought and obtained in the Injunction Action. The harshness is further mitigated by what Ms. Livingstone knew or should have known: that there was immediate concern within Parkside about her proposal to operate a day care business; that even the existing Declaration permitted Parkside to prohibit or regulate a day care business that it deemed to be a nuisance; and that State law allows homeowners associations to prohibit existing day care businesses, including existing businesses. Finally, Ms. Livingstone did not actually sign contracts or begin providing service until after the amendment had been adopted, recorded, and sent to her.

In any event, the Panel is not free to balance equities in deciding whether to allow enforcement of a duly adopted Declaration amendment in accordance with State law. Nor can the Panel second-guess the wisdom or motives of a homeowners association's action that falls within its discretionary authority. MC Code § 10B-8(4) ("'Dispute' does not include

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[1](...continued)
special meeting invalidated the meeting, for the reasons stated above the Panel finds no merit in that argument.

any disagreement that only involves . . . the judgment or discretion of a governing body in taking or deciding not to take any legally authorized action"); *Black v. Fox Hills North Community Ass'n, Inc.*, 90 Md.App. 75, 81-82 (1992) ("business judgment rule . . . requires the presence of fraud or lack of good faith in the conduct of a corporation's internal affairs before the decisions of a board of directors can be questioned"). Since Ms. Livingstone's day care business is the only one operating within Parkside, there is no issue of arbitrary or selective enforcement.

E. Award of Filing Fee

Since Ms. Livingstone is not the prevailing party, she is not entitled to an award of her $50.00 filing fee.

F. Attorneys' Fees

Despite the lack of any opposition to Respondent's request for an award of attorneys' fees, the Panel is not treating the request as conceded but instead considers the request on its merits.

Respondent has requested a fee award based on clause (1) of MC Code § 10B-13(d) – that Complainant "filed or maintained a frivolous dispute, or filed or maintained a dispute in other than good faith." Rspt. Petition for Attys' Fees ("Petition") at 2. [2] In considering whether to award fees, the Panel must answer two questions: whether Complainant filed or maintained a frivolous or bad faith action? If so, what is a reasonable fee under the circumstances?

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[2] The entire Code provision on attorneys' fees reads as follows:

> The hearing panel may award costs, including a reasonable attorney's fee, to any party if another party: (1) filed or maintained a frivolous dispute, or filed or maintained a dispute in other than good faith; (2) unreasonably refused to accept mediation of a dispute, or unreasonably withdrew from ongoing mediation; or (3) substantially delayed or hindered the dispute resolution process without good cause.
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> The hearing panel may also award costs or attorney's fees if an association document so requires and the award is reasonable under the circumstances. The hearing panel may also require the losing party in a dispute to pay all or part of the filing fee.

As to the first question, the Panel concludes that Complainant acted in bad faith in pursuing her complaint before the Commission. The Panel appreciates that Complainant was not represented by counsel at any stage of the proceeding, although she was certainly free to engage counsel if she wished. While *pro se* litigants may be entitled to some leeway, they still must satisfy the same procedural requirements as represented parties. *Department of Labor, Licensing & Regulation v. Woodie*, 128 Md.App. 398, 410-11 (1999).

Furthermore, the Panel concludes that the test of frivolousness and bad faith is an objective one, regardless of what subjective beliefs Complainant may have held. In *Vartan v. Oak Springs Townhouse Ass'n*, CCOC No. 733 (Sep. 21, 2005), another Commission panel reached the same conclusion in awarding attorneys' fees.

Using an objective measure, the Panel concludes that Complainant filed and maintained her dispute in bad faith. She filed her complaint with the Commission on May 12, 2008, *after* she had heard counsel for Respondent argue in the Injunction Action that under Maryland law an amendment prohibiting day care business applies to existing businesses; *after* the Injunction Action had been dismissed; *after* Parkside had adopted and recorded the amendment; and *after* Parkside had sent her a letter enclosing the amendment and telling her that the further operation of her day care business was prohibited.

Although Ms. Livingstone may subjectively have felt that application of the amendment to her was unfair, the Maryland statute on point is clear and explicit. By rejecting mediation, Complainant lost a further opportunity to appreciate the difficulty with her claim. Her filing of a complaint in the face of the statute was objectively lacking in good faith.

In addressing the second question – what is a reasonable fee – the Maryland Court of Appeals has generally required use of the "lodestar" approach when awarding fees under a fee-shifting statute. *Friolo v. Frankel*, 373 Md. 501, 527 (2003), *on subsequent appeal*, 403 Md. 443, 453 (2008). Under the lodestar approach, the analysis begins by multiplying the reasonable number of hours spent by the attorney by a reasonable hourly rate. The result is then subject to further adjustment based on the following factors: (1) the time and labor required; (2) the novelty and difficulty of the questions presented; (3) the skill requisite to properly perform the legal service; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount of damages involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Id.*, 373 Md. at 527; 403 Md. at 453-4. The Court of Appeals in *Friolo* required the lower tribunal to provide

"an explanation of *how* these factors affected the amount of the award." *Id.*, 403 Md. 454-5 (emphasis in original). [3]

Billings for May, July and August 2008 were attached to the Petition. They show that three attorneys worked on the matter during that period: Jason Fisher, whose billing rate is $315 per hour and who devoted 25.2 hours to the matter; Jeffrey Van Grack, whose billing rate is also $315 per hour and who devoted 0.4 hour to the matter; and Jeremy Tucker, whose billing rate is $245 per hour and who devoted 24.2 hours to the matter. Expenses of $289.52 were claimed for mileage, parking, postage and electronic research. (According to the bills, Mr. Tucker devoted an additional 7.3 hours to trial preparation and attendance at the hearing, for which no charge was made.)

Multiplying gross time and hourly rates, the lodestar approach, before any adjustment, yields fees of $13,993. The Panel feels that, solely for purposes of determining reasonableness under the fee-shifting statute, only Mr. Fisher's time should be considered. The efforts of other attorneys may have been helpful in some respects, but there appears to be at least some duplication of effort. Further, the work of the other attorneys does not appear to be essential to the outcome, given the relatively straightforward nature of this matter, the brevity of the hearing, and the limited number of witnesses.

Additional factors, to the extent applicable, also warrant downward adjustments. For example, while Mr. Fisher's experience, reputation and ability (factor #9) are well known to the Panel and support his billed rate of $315 per hour (factor #5), the Panel believes that the case did not present novel or difficult questions requiring great skill (factor #'s 2 and 3). Had Complainant presented novel and difficult questions, her good faith would have been beyond doubt and no award of attorneys' fees could have been made. Since Respondent's attorneys were also involved in the Injunction Action, they necessarily became familiar with the issues involved here and did not need to spend substantial additional time and effort in preparing for the Commission hearing (factor #1).

Most of the other factors have little or no relevance here or there is no evidence on which to consider them.

Starting with the lodestar amount and making adjustments per the factors discussed above, the Panel concludes that a fee award of $2,450 (10 hours at the hourly rate of $245)

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[3] The fee-shifting statute in *Friolo*, Md. Code Ann., Labor & Employ. § 3-507.1, allowing an award of fees when an employer has withheld wages not as the result of a bona fide dispute, is similar to the bad-faith test applicable in this case.

is appropriate in this case. That amount is consistent with awards in other Commission cases (factor #12).

V. Order

Based on the foregoing findings and conclusions, it is by the Panel this 28th day of October, 2008, ORDERED as follows:

1. The Complaint is DISMISSED WITH PREJUDICE and all relief requested therein is DENIED.

2. Complainant's request for an award of her $50.00 filing fee is DENIED.

3. Respondent's request for an award of attorneys' fees is GRANTED and Respondent is awarded $2,739.52 ($2,450 in attorneys' fees and $289.52 in expenses) payable within 30 days after issuance of this Decision and Order.

Panel members Vicki Vergagni and Kevin Gannon concur in this decision.

Any party aggrieved by the action of the Commission may file an administrative appeal to the Circuit Court for Montgomery County, Maryland within thirty days after this Order, pursuant to the Maryland Rules of Procedure governing administrative appeals.

Charles H. Fleischer, Panel Chair