

THE MARYLAND REAL ESTATE COMMISSION

IN THE MATTER OF THE CLAIM * BEFORE UNA M. PEREZ,
OF MICHELE A. WILLIAMS * ADMINISTRATIVE LAW JUDGE
AGAINST THE MARYLAND REAL * OF THE MARYLAND OFFICE OF
ESTATE COMMISSION GUARANTY * ADMINISTRATIVE HEARINGS
FUND FOR THE ALLEGED * OAH No: DLR-REC-22-16-33964
MISCONDUCT OF ROBERT P. * REC CASE NO: 370-RE-2016 GF
HOWARD

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated April 13, 2017, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 23rd day of May, 2017,

ORDERED,

- A. That the Findings of Fact in the Recommended Decision be, and hereby are, AFFIRMED;
- B. That the Conclusions of Law in the Recommended Decision be, and hereby are, APPROVED;
- C. That the Recommended Order in the Recommended Decision be, and hereby is, ADOPTED;

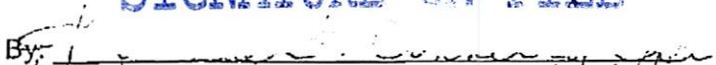
and,

D. That the records, files and documents of the Maryland State Real Estate Commission reflect this decision.

MARYLAND STATE REAL ESTATE COMMISSION

SIGNATURE ON FILE

5/23/17
Date

By: 
Anne S. Cooke, Commissioner

<p>IN THE MATTER OF THE CLAIM OF</p> <p>MICHELE A. WILLIAMS,</p> <p>CLAIMANT</p> <p>v.</p> <p>THE MARYLAND REAL ESTATE</p> <p>COMMISSION GUARANTY FUND,</p> <p>FOR THE ALLEGED MISCONDUCT</p> <p>OF ROBERT P. HOWARD,</p> <p>RESPONDENT</p>	<p>* BEFORE UNA M. PEREZ,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>* OAH Case No.: DLR-REC-22-16-33964</p> <p>* MREC Case No.: 16-RE-370GF</p> <p>*</p> <p>*</p> <p>*</p>
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PROPOSED DECISION

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

STATEMENT OF THE CASE

On or about February 5, 2016, the Claimant filed a claim for reimbursement with the Maryland Real Estate Commission (REC) Guaranty Fund (Fund) for actual monetary losses she allegedly suffered as a result of the conduct of the Respondent, who, at all relevant times, was licensed as a real estate salesperson in the State of Maryland. The REC ordered that the Claimant should have a hearing to demonstrate her eligibility for an award from the Fund, and on November 7, 2016, the REC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing. The OAH scheduled a hearing for February 23, 2017, at OAH headquarters in Hunt Valley, Maryland.

On February 23, 2017, I convened the hearing as scheduled. Md. Code Ann., Bus. Occ. & Prof. § 17-408 (2010). The Claimant appeared and represented herself. Kris King, Assistant Attorney General, represented the Fund. Despite proper notice, the Respondent failed to appear at the hearing or to request a postponement. Pursuant to applicable law, I proceeded to hear the case in the Respondent's absence.¹

I held the record open until Friday, March 3, 2017, to afford the Claimant the opportunity to submit any relevant documentation concerning (1) bank statements from PNC bank for the months of August, September, October, and December 2015, and January and February 2016; (2) fees she claimed to have been charged in connection with certain mortgage arrearages; and (if not included in the bank statements) bank overdraft fees she claimed to have been charged as a result of the Respondent's acts or omissions. The Claimant submitted these documents² on March 1, 2017, and the record closed on that date.

Procedure is governed by the contested case provisions of the Administrative Procedure Act, the REC procedural regulations, and the OAH Rules of Procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2016); Code of Maryland Regulations (COMAR) 09.11.03; COMAR 28.02.01.

ISSUES

1. Did the Claimant sustain an actual loss, compensable by the Fund, due to an act or omission of the Respondent in which money or property was obtained from the Claimant by theft, embezzlement, false pretenses, or forgery, or an act or omission that constitutes fraud or misrepresentation in the provision of real estate sales services; and, if so,
2. What amount of award is the Claimant entitled to receive from the Fund?

¹ See Md. Code Ann., Bus. Occ. & Prof. § 17-408(c) (2010). Facts pertinent to the issue of notice to the Respondent are set forth at the beginning of the Discussion below.

² I have marked these as Cl. Ex. 10 and Cl. Ex. 11 and included them in the record.

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 Property Management and Exclusive Rental Agreement dated June 18, 2015, signed June 30, 2015, with attached e-mails between the Claimant and the Respondent re: same
- Cl. Ex. 2 E-mail from the Respondent to the Claimant, August 19, 2015, re: rental of townhouse at 13815 Amberfield Ct., Upper Marlboro, Maryland
- Cl. Ex. 3 E-mails from the Claimant to various recipients, January 25, 2016, seeking information re: the Respondent
- Cl. Ex. 4 E-mails from the Claimant to the Respondent, January 4, 12, and 20, 2016
- Cl. Ex. 5 E-mails between the Claimant and Bruce Marsden, February 15, 2016, re: property management question
- Cl. Ex. 6 E-mails between the Claimant and Dawn Mezzaferro, DLLR Complaint Administrator, February 5, 8, and 11, 2016, re: the Claimant's efforts to contact the Respondent
- Cl. Ex. 7 Letter from the Claimant to the Respondent, t/a TDA Sales & Property Management, February 16, 2016
- Cl. Ex. 8 Letter from the Claimant to Lamont Williams, tenant at 13815 Amberfield Ct., Upper Marlboro, Maryland, February 16, 2016
- Cl. Ex. 9 Copies of checks from Lamont Williams to TDA Sales & Property Management, September 2015 through January 2016, with attached copies of text messages between the Claimant and Lamont Williams
- Cl. Ex. 10 PNC Business Checking Bank Statements, August—December 2015 and January—March 2016
- Cl. Ex. 11 Ocwen Mortgage Account Statements, July 14 and July 20, 2015; September 2015—February 2016

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 Several OAH Hearing Notices, new address information, and returned mail documentation from the United States Postal Service, January and February 2017³

³ These documents are contained in the OAH file and are labeled as GF Ex. 1.

- GF Ex. 2 Order for Hearing, October 26, 2016
- GF Ex. 3 Licensing information for the Respondent, printed February 9, 2016
- GF Ex. 4 Affidavit of Kevin Niebuhr, February 21, 2017
- GF Ex. 5 Real Property Data Search for 8074 Windward Key Drive, Chesapeake Beach, Maryland, printed February 21, 2017
- GF Ex. 6 The Claimant's Complaint and Guaranty Fund Claim, received February 8, 2016

No exhibits were submitted on behalf of the Respondent.

Testimony

The Claimant testified on her own behalf. The Fund did not present any testimony. No testimony was presented on behalf of the Respondent.

FINDINGS OF FACT

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

1. At all relevant times, the Respondent was licensed by the REC as a real estate salesperson. His license expired on August 4, 2016.
2. The Respondent traded as TDA Sales & Property Management (TDA), with an office in Upper Marlboro, Maryland.
3. The Claimant is a resident of Lewes, Delaware. At the relevant times, she owned a townhouse at 13815 Amberfield Ct., Upper Marlboro, Maryland (Property). The Claimant had a mortgage on the Property; as of late 2015, the servicer was Ocwen Loan Servicing, LLC (Ocwen).
4. At the relevant times the Claimant also owned a property in Frederick, Maryland, from which she received rental income. That property was managed by Bruce Marsden.
5. On June 30, 2015, the Claimant and the Respondent (under his trade name, TDA) entered into a Property Management and Exclusive Rental Agreement (Agreement) with respect to the Property. The Claimant designated TDA as her Agent for the purpose of finding suitable

- tenants, collecting rents, and generally performing property management services. The Agreement provided that when a tenant was obtained and a leasing agreement for the Property was executed, the Agent would receive a "leasing fee" equal to the first month's rent, and would thereafter receive a "management fee" of \$150.00 per month.
6. Under the Agreement, the Respondent was responsible for managing the Property while it was rented, including collecting monthly rental payments from the tenant and making monthly disbursements to the property owner.
 7. The Respondent obtained a tenant for the Property, Lamont Williams (Tenant), beginning in August 2015. The monthly rent was \$1,695.00. The security deposit was also \$1,695.00.
 8. The Tenant made the rent checks payable to TDA. Rental checks for the months of September 2015, October 2015, November 2015, December 2015, and January 2016 were deposited in TDA's account. The Tenant paid the security deposit, the August 2015 rent, and the February 2016 rent by money order, at the Respondent's request.
 9. Upon depositing the Tenant's rent checks in TDA's account, the Respondent was required to deposit the rent (less any authorized deductions) into the Claimant's PNC Business Checking account (that account is in the name of Real Estate Strategies Group LLC).⁴ The Claimant provided the Respondent with deposit slips for this purpose.
 10. The Claimant's monthly mortgage payments to Ocwen were automatically debited from her PNC Business Checking account.
 11. The Respondent failed to forward the amount due to the Claimant in the months of August 2015, September 2015, October 2015, December 2015, January 2016, and February 2016.
 12. In or about December 2015, the Claimant became aware that the monthly rent receipts were not being regularly deposited in her PNC Business Checking account. She made multiple

⁴ Rental payments from the Claimant's Frederick property were also deposited in this account. .

efforts to reach the Respondent in January and early February 2016, but he never responded to these efforts.

13. On or about February 16, 2016, the Claimant terminated the Agreement and instructed the Tenant to thereafter send the rent checks directly to her.
14. Partially as a result of the Respondent's failure to deposit the Tenant's rent payments in the Claimant's PNC Business Checking account, the mortgage on the Property went into default.
15. The default on the mortgage during the months when the Respondent did not deposit rent receipts resulted in the Claimant incurring two months of late fees to Ocwen at \$43.82 per month, totaling \$87.64.
16. The shortfall in the Claimant's PNC Business Checking account that occurred when the automatic debits to Ocwen were processed caused the Claimant to incur overdraft fees payable to PNC Bank, in the amount of \$108.00.
17. The Claimant's actual loss from the Respondent's failure to forward six months of the required rental amounts was \$10,170.00 in rental income and \$195.64 in late charges and overdraft fees.

DISCUSSION

The Respondent's Failure to Appear

The OAH scheduled the hearing in this case for Thursday, February 23, 2017, at the OAH office in Hunt Valley, Maryland. On January 4, 2017, the OAH mailed a Notice of Hearing (Notice) to the parties. The Respondent's copy of the Notice was sent by first class and certified mail (return receipt requested) to P.O. Box 458, Huntingtown, MD 20639, the Respondent's home address of record with the REC. *See* GF Ex. 3. On February 8, 2017, the United States Postal Service (USPS) returned the certified mail copy of that Notice as

“Unclaimed, unable to forward.” On February 21, 2017, the USPS returned the first class mail copy of that Notice as “Not deliverable as addressed, unable to forward.”

On February 9, 2017, Kris King, Assistant Attorney General, Department of Labor, Licensing and Regulation (DLLR), provided the OAH with two additional addresses for the Respondent: 8074 Windward Key Drive, Chesapeake Beach, MD 20732; and TDA Sales & Property Management, 15207A Marlboro Pike, Upper Marlboro, MD 20772, the Respondent’s trade name address with the REC. *See* GF Ex. 3. As of February 21, 2017, the Windward Key Drive address was the Respondent’s address of record with the Motor Vehicle Administration. GF Ex. 4. Also as of February 21, 2017, records of the State Department of Assessments and Taxation showed that the residential property at 8074 Windward Key Drive was titled jointly in the name of the Respondent and another. GF Ex. 5. The owners’ mailing address was shown as P.O. Box 458, Huntingtown, MD 20639. *Id.*

On February 10, 2017, the OAH mailed copies of the Notice by first class and certified mail to the Respondent at both additional addresses. On February 14, 2017, the USPS returned both the certified and first class mail copies of the Notice mailed to Windward Key Drive as “Moved left no address, unable to forward.” The USPS did not return either of the copies of the Notice addressed to TDA Sales & Property Management before the hearing.⁵

Section 17-324 of the Business Occupations Article provides that before the Commission can take any final action against an individual, the individual must be personally served with a hearing notice or the hearing notice must be sent by certified mail at least ten days prior to the hearing to the individual’s last known business address. Md. Code Ann., Bus. Occ. & Prof. § 17-324(d) (2010). If the individual, after receiving proper notice of the hearing, fails or refuses to appear, the Commission may hear and determine the matter despite the individual’s absence.

⁵ On March 20, 2017, the USPS returned the certified mail copy of the Notice addressed to TDA Sales & Property Management, with the notation “Attempted not known, unable to forward.”

Md. Code Ann., Bus. Occ. & Prof. § 17-324(f) (2010); *see also* § 17-408(c)(2010). Because the three addresses used to notify the Respondent are either addresses of record with the REC or addresses currently contained in other State records, I conclude that the Respondent received proper and sufficient notice of the hearing but nevertheless failed to appear.

Legal Framework

A claimant may recover compensation from the Fund for an actual loss based on an act or omission by a licensed real estate salesperson that occurs in the provision of real estate brokerage services involving a transaction that relates to real estate that is located in this State. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a) (Supp. 2016). A claim must be based on an act or omission in which money or property is obtained from a person by theft, embezzlement, false pretenses, or forgery; or an act or omission that constitutes fraud or misrepresentation. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(2)(iii) (Supp. 2016); COMAR 09.11.03.04A and B. The amount recoverable from the Fund is restricted to the actual monetary loss incurred by the claimant. COMAR 09.11.01.18.

At a hearing on the claim, the claimant bears the burden of proving entitlement to recover from the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-407(e) (Supp. 2016).

Background

At all relevant times, the Respondent was a licensed real estate salesperson. Under the June 30, 2015 Agreement with the Claimant, the Respondent (under his trade name TDA) conducted acts of real estate brokerage as the property manager for the Property. The Respondent was responsible for collecting rent from the Tenant and depositing the rent monies (less any authorized deductions) into the Claimant's Business Checking account at PNC Bank. The monthly rent was \$1,695.00; the Agreement provided that for a one-year lease, the Respondent was entitled to a leasing fee equal to the first month's rent when a tenant was

obtained and a lease executed. The Agreement also provided that the Respondent was entitled to a management fee of \$150.00 per month while the Property was rented.

Evidence to Support the Claimed Amounts

The Claimant testified that the Respondent had worked for her as a property manager since April 2013, and that the business relationship had worked well. The Respondent had obtained a tenant for the Property at that time; that tenant eventually moved out. In late June 2015, the Claimant and the Respondent, trading as TDA, entered into the Agreement with respect to the Property, for a term of two years, July 2015 through July 2017. Cl. Ex. 1.

In late 2015 and early 2016, the Claimant was beginning to gather documents to prepare her 2015 tax returns. She noticed that she did not have a year-end statement from the Respondent concerning the Property. In addition, in November or December 2015, because she had received notices from Ocwen Loan Servicing that the mortgage on the Property was in default, the Claimant reviewed her PNC Business Checking account statements and realized that rent receipts for the Property had not been deposited in that account for the months of August 2015, September 2015, October 2015, December 2015, January 2016, and February 2016.⁶ Based on the monthly rental of \$1,695.00, in her Guaranty Fund Claim, the Claimant calculated the lost rental income for these six months as \$10,170.00. GF Ex. 6.⁷

In addition, the Claimant attributed the default in the mortgage on the Property to the Respondent's misconduct. In her Guaranty Fund Claim, she claimed \$10,483.00 as "fees for mortgage default" through January 18, 2016. GF Ex. 6. She further claimed overdraft fees on the PNC Business Checking account in the amount of \$357.00. *Id.*

⁶ The Claimant conceded on cross-examination that she had not been as diligent as she should have been with regard to monitoring her bank and mortgage statements. She attributed this in part to her past positive working relationship with the Respondent as well as her reliance on one or more bookkeepers.

⁷ The Claimant testified that the phrase "7 months" on the second page of GF Ex. 6 should be "6 months."

The Claimant testified credibly about her numerous fruitless attempts to contact the Respondent in January and early February 2016, including e-mails to him, e-mails to other property managers (including Mr. Marsden, the manager of her Frederick property), text messages, and in-person visits to the Property, the office of TDA in Upper Marlboro, and the Respondent's home address on Windward Key Drive in Chesapeake Beach. *See* Cl. Ex. 3, 4, 5, 6, and 7. She filed her claim with the REC on February 8, 2016. GF Ex. 6. She terminated the Agreement by a letter to the Respondent dated February 16, 2016, effective immediately. Cl. Ex. 7. The same day, she advised the Tenant in writing that the Agreement had been terminated, and that he should deal directly with the Claimant going forward. Cl. Ex. 8.

The Fund did not dispute that the Tenant had paid rent to TDA by check or money order (*see* Cl. Ex. 9) and that the Respondent had not paid the Claimant the rent receipts for six months of the lease term. In argument, the Fund agreed with the Claimant's position that she was entitled to claim the full monthly amount, \$1,695.00, without deducting the \$150.00 management fee, because the Respondent did not perform his duties under the Agreement for those months. However, the Fund took the position that the Claimant was not entitled to recover any amounts related to fees for the mortgage default or overdraft fees from PNC Bank, citing section 17-404 (a)(2) of the Business Occupations and Professions Article and COMAR 09.11.03.04.

The Respondent did not appear at the hearing to dispute the claim. I find that the Respondent failed to send the Claimant the rent receipts for the months of August 2015, September 2015, October 2015, December 2015, January 2016, and February 2016, totaling \$10,170.00 for those six months. The actions of the Respondent constituted theft from the Claimant, and this amount is thus reimbursable from the Fund.

With regard to the other amounts included in the claim, as to which I permitted the Claimant to submit documentation, I have reviewed Cl. Ex. 10 (PNC Bank statements) and Cl. Ex. 11 (Ocwen statements) carefully. I will discuss each exhibit in turn.

The September 2015 PNC Bank statement shows an overdraft fee of \$36.00 on the first day of that month.⁸ Cl. Ex. 10. I cannot determine from the face of the statement whether this fee is related to the processing of the Claimant's mortgage payment. The statement for January 2016 shows three \$36.00 returned item fees, totaling \$108.00, that are directly related to the reversal of the automatic payment to Wells Fargo Home Mortgage⁹ in the amount of \$1,411.66; it appears that the item was presented for payment three times. *Id.* I conclude that the evidence supports a finding that the Claimant incurred overdraft fees of \$108.00 to PNC Bank as a result of the Respondent's misconduct.

With regard to fees related to the mortgage default, I can find nothing in Cl. Ex. 11 to support the Claimant's claim for \$10,483.00 in mortgage default fees, which she testified was over and above the past due mortgage payments.¹⁰ As to late fees, the Claimant was assessed a late charge of \$43.82 in July 2015, as a result of a mortgage payment reversal on July 20, 2015. This is not attributable to any conduct by the Respondent, since July 2015 is not a month in which the Respondent failed to transmit rent receipts related to the Property.

The Ocwen statements reveal late charge assessments of \$43.82 on August 19, 2015 and September 17, 2015, totaling \$87.64. As of a statement dated November 16, 2015, the loan was due and payable in full, and no further late charge assessments appear. I conclude that the

⁸ In response to a question by the Fund, the Claimant conceded that any overdraft fees for the month of August 2015 should not be counted, because the Respondent did deposit \$1,695.00 (the security deposit) that month. Cl. Ex. 10.

⁹ I infer this is the mortgage serviced by Ocwen, since it is the only automatic mortgage debit shown on the PNC statements.

¹⁰ I note that on an Ocwen statement dated January 18, 2016, the amount of \$10,483.05 is identified as the "reinstatement amount." A note on the statement explains that this is the amount the borrower could pay to bring the loan current and avoid foreclosure. The Claimant may not have noticed or understood this explanation.

evidence supports a finding that the Claimant incurred late charges of \$87.64 to Ocwen Loan Servicing as a result of the Respondent's misconduct.

With regard to the Fund's argument that the overdraft fees and late charges may not be included in an award from the Fund, I make the following observations. First, section 17-404(c)(1) of the Business Occupations and Professions Article lists certain items that must be excluded from a claim. Md. Code Ann., Bus. Occ. & Prof. § 17-404(c)(1) (Supp. 2016). Bank overdraft fees and late charges are not included. Furthermore, amounts recoverable from the Fund "shall be restricted to the actual monetary loss incurred by the claimant, but may not include monetary losses *other than the monetary loss from the originating transaction.*" COMAR 09.11.01.01.18 (emphasis added). This regulation specifically excludes real estate commissions and attorneys' fees. *Id.*

In addition, COMAR 09.11.03.04 provides, in pertinent part:

- A. A guaranty fund claim shall be based on the alleged misconduct of a licensee.
- B. For the purpose of a guaranty fund claim, misconduct:
 - (1) Is an action arising out of a real estate transaction involving real estate located in this State which causes actual loss by reason of theft or embezzlement of money or property, or money or property unlawfully obtained from a person by false pretense, artifice, trickery, or forgery, or by reason of fraud, misrepresentation, or deceit [.]

See also Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(2)(iii) (Supp. 2016).

Although reasonable minds may differ, I conclude that the overdraft fees and mortgage late charges that I have identified above, totaling \$195.64, should be included in the Claimant's award. I have been careful to limit these additional items to the time frame of the Respondent's misconduct and to the extent that they can be related to the shortfalls in the Claimant's PNC Business Checking account. While there may have been other factors at play in the Claimant's financial situation, I am persuaded that the Respondent deprived the Claimant by theft of \$10,710.00 in rental income upon which she relied, at least in part, to pay the mortgage on the

Property. The deprivation of this income caused, at least in part, the balance in the Claimant's PNC Business Checking account to fall to a level below what was necessary to support the ongoing payment of the mortgage on the Property. Thus, I conclude that these monetary losses are related to the "originating transaction." COMAR 09.11.01.01.18.

Eligibility for Award

The total loss proven by the Claimant was \$10,905.64 (\$10,710.00 in rent receipts, plus \$108.00 in overdraft fees and \$87.64 in mortgage late charges). The Claimant established her eligibility for an award from the Fund of \$10,905.64 because of the Respondent's theft of money he collected on her behalf.

CONCLUSIONS OF LAW

Based on the above Findings of Fact and Discussion, I conclude as a matter of law that the Claimant sustained an actual loss, compensable by the Fund, due to an act or omission of the Respondent in which money or property was obtained from the Claimant by theft, in the provision of real estate sales services. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(2)(iii) (Supp. 2016); COMAR 09.11.03.04A and B.

I further conclude as a matter of law that the amount of award that the Claimant is entitled to receive from the Fund is \$10,905.64. COMAR 09.11.01.18.

PROPOSED ORDER

I PROPOSE that the Claim filed by the Claimant against the Maryland Real Estate Guaranty Fund be GRANTED in the amount of \$10,905.64.

SIGNATURE ON FILE

April 13, 2017
Date Decision Issued

Una M. Perez
Administrative Law Judge

<p>IN THE MATTER OF THE CLAIM OF</p> <p>MICHELE A. WILLIAMS,</p> <p>CLAIMANT</p> <p>v.</p> <p>THE MARYLAND REAL ESTATE</p> <p>COMMISSION GUARANTY FUND,</p> <p>FOR THE ALLEGED MISCONDUCT</p> <p>OF ROBERT P. HOWARD,</p> <p>RESPONDENT</p>	<p>* BEFORE UNA M. PEREZ,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>* OAH Case No.: DLR-REC-22-16-33964</p> <p>* MREC Case No.: 16-RE-370GF</p> <p>*</p> <p>*</p> <p>*</p>
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FILE EXHIBIT LIST

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 Property Management and Exclusive Rental Agreement dated June 18, 2015, signed June 30, 2015, with attached e-mails between the Claimant and the Respondent re: same

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- GF Ex. 6 The Claimant's Complaint and Guaranty Fund Claim, received February 8, 2016

No exhibits were submitted on behalf of the Respondent.