

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE COMMISSION *

v. *

STEVEN H. LANE *
RESPONDENT *

CASE NO. 2007-RE-171

OAH NO. DLR-REC-24-08-23686

And *

CLAIM OF RACHEL L. GRIFFITH *
AGAINST THE MARYLAND REAL *
ESTATE COMMISSION GUARANTY FUND *

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated June 4, 2009 having been received, read and considered, it is, by the Maryland Real Estate Commission, this 12th day of August, 2009,

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, **AFFIRMED;**

C. That the Recommended Order be, and hereby is, **AMENDED** as follows:

ORDERED that the Respondent Steven H. Lane violated Md. Bus. Occ. and Prof. Art. § 17-322(b)(14)(ii), (25), and (33); and COMAR 09.11.02.01H;

ORDERED that the Respondent Steven H. Lane be and hereby is **REPRIMANDED**;

ORDERED that the Respondent Steven H. Lane be assessed a civil penalty in the amount of \$2,500.00, which shall be paid within thirty (30) days of the date of this Proposed Order;

ORDERED that the Claim of Rachel L. Griffith against the Real Estate Guaranty Fund be **DISMISSED**;

ORDERED that the all real estate licenses held by the Respondent Steven H. Lane shall be **SUSPENDED** if the civil penalty imposed on him is not paid in full within thirty (30) days of the date of the Order;

ORDERED that the records and publications of the Maryland Real Estate Commission reflect this decision.

D. Pursuant to §10-220 of the State Government Article, the Commission finds that the Recommended Decision of the Administrative Law Judge had to be modified. After reviewing the facts as found by the judge and the conclusions of law made based on those facts, the Commission believes that the appropriate penalty is a reprimand and a civil fine in the amount of \$2,500. The Respondent forged the sellers' signatures on several documents, and failed to give them copies of documents. He gave them

incompetent advice about stopping their mortgage payments, and failure to make those payments led to the foreclosure of the property. The Administrative Law Judge found his testimony on these issues not to be credible. While recognizing that the Respondent has no prior history of disciplinary violations, the Commission believes that his conduct in this transaction fell far short of the requirements of the licensing law. Further, the bad advice that he gave regarding the cessation of mortgage payments resulted in harm to the sellers as the home was lost to foreclosure. For these reasons, a monetary penalty in the amount of \$2,500, in addition to the reprimand, is warranted.

E. Pursuant to Code of Maryland Regulations (COMAR) 09.01.03.08 those parties adversely affected by this Proposed Order shall have 20 days from the postmark date of the Order to file exceptions and to request to present arguments on the proposed decision before this Commission. The exceptions should be sent to the Executive Director, Maryland Real Estate Commission, 3rd Floor, 500 North Calvert Street, Baltimore, MD 21202.


Maryland Real Estate Commission 

MARYLAND REAL ESTATE	* BEFORE JUDITH JACOBSON,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
STEVEN H. LANE, RESPONDENT,	* OF ADMINISTRATIVE HEARINGS
AND	* OAH NO. : DLR-REC-24-08-23686
CLAIM OF RACHEL L. GRIFFITH	* MREC NO. : 2007-RE-171
AGAINST THE MARYLAND REAL	*
ESTATE COMMISSION	*
GUARANTY FUND	*

* * * * *

PROPOSED DECISION

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

STATEMENT OF THE CASE

On September 14, 2006, Rachel L. Griffith (Claimant) filed a complaint with the Maryland Real Estate Commission (REC) and a claim against the REC Guaranty Fund (Fund). The claim was for losses allegedly caused by acts and omissions of a licensed real estate agent, Steven H. Lane (Respondent). The Respondent was the agent of the Claimant and her husband¹ in the sale of their residential real estate, located in Abington, Maryland.

¹ Although the Claimant and her husband divorced after the events in this case, I will use the term husband in this decision for the sake of clarity.

On June 9, 2008, the REC filed a Statement of Charges and Order for Hearing against the Respondent, alleging violations of sections 17-322(b)(14)(ii), 17-322(b)(25), and 17-322(b)(33) of the Maryland Real Estate Brokers Act (Act), and the Code of Ethics for individuals licensed by the REC in the Code of Maryland Regulations (COMAR). Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(14)(ii), 17-322(b)(25), 7-322(b)(33) (2004).²

I held a hearing on March 16, 2009, on the claim and charges, at the Office of Administrative Hearings (OAH), Hunt Valley, Maryland. Assistant Attorney General Jessica A. Kauffman represented the REC. The Claimant represented herself. The Respondent represented himself. Kris King, Assistant Attorney General, represented the Fund. At the end of the evidence, the Claimant asked for more time to submit additional documents. After hearing argument, I denied the request and the record closed.

The case was heard pursuant to section 17-408 of the Act. Procedure is governed by the Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation, and the Rules of Procedure of the OAH. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2004 & Supp. 2008); COMAR 09.01.03 and 28.02.01.

ISSUES

1. Did the Respondent violate the Act and/or the REC Code of Ethics, and if so, what is the appropriate sanction?
2. Did the Claimant sustain an actual loss as a result of misconduct by the Respondent?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following documents offered on behalf of the REC:

² The statute was amended effective October 1, 2008. I am applying the version in effect at the time of the events in this case.

REC Ex. # 1 - October 31, 2008 Notice of Hearing; November 12, 2008 Memorandum regarding returned correspondence; October 31, 2008 "Corrected Copy" Notice of Hearing; June 9, 2008 Statement of Charges and Order for Hearing; October 21, 2008 Notice of Hearing; October 28, 2008 Memorandum regarding returned correspondence; Certified mail envelope marked "Attempted, Not Known;" November 12, 2008 Memorandum regarding returned correspondence

REC Ex. # 2 - Transmittal from the REC to the OAH; Hearing Cover Sheet; June 9, 2008 Statement of Charges and Order for Hearing

REC Ex. # 3 - REC Registration History for Respondent

REC Ex. # 4 - REC Report of Investigation with the following documents attached:

- 1) Guaranty Fund Claim
- 2) October 16, 2006 Letter from Gerard Magrogan to the REC
- 3) August 3, 2007 Request for Investigation
- 4) Listing Agreement with Attachments
- 5) Residential Contract of Sale
- 6) Extension of Contract Terms
- 7) Appraisal of Real Property
- 8) June 5, 2006 Letter from Jeffrey B. Fisher to the Claimant's husband
- 9) Pre-Settlement Occupancy Agreement
- 10) March 19, 2006 Addendum: Special Condition 2
- 11) July 13, 2006 E-mail from the Claimant to the Respondent; Undated memorandum from the Claimant to the Respondent; E-mails between the Claimant and the Respondent dated July 13, 2006 to July 14, 2006, with handwritten notes
- 12) July 14, 2006 E-mail from the Claimant to Pam Stevens
- 13) July 17, 2006 Letter from GMAC Mortgage to the Claimant and her husband, with handwritten note
- 14) Metropolitan Regional Information Systems data
- 15) November 29, 2005 Tax Record; Deed, made on July 29, 2005; Land Instrument Intake Sheet
- 16) Settlement Statement, with handwritten notes
- 17) Settlement Statement

No exhibits were submitted by the Claimant, the Respondent, or the Fund.

Witnesses

The REC presented testimony from the Claimant; Ronnie Terrance Griffith Sr., the Claimant's husband; and Jack Mull, Jr., the REC investigator. The Claimant did not present

any additional testimony. The Respondent testified on his own behalf. The Fund did not present any testimony.

FINDINGS OF FACT

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

1. At all times relevant to this case, the Respondent was a licensed real estate broker.
2. The Respondent has no prior history of action by the REC.
3. In November 2005, the Respondent was engaged as the agent for the Claimant and her husband in the sale of their residence in Abington.
4. When the Claimant and her husband met with the Respondent in November 2005, the Respondent told them that they did not have to make mortgage payments, because the house would be sold in no time, at a short sale.
5. Sometime before January 2006, the Claimant and her husband stopped making mortgage payments to their lender, GMAC, and they made no subsequent payments.
6. The Claimant and her husband moved out of the residence in January 2006.
7. A contract of sale was signed by the Claimant and her husband and Rickey and Kimberly Dangerfield on March 19, 2006.
8. Settlement was first scheduled for May 18, 2006, but was rescheduled for July 3, 2006.
9. The Respondent knew at the end of May 2006 that a short sale was needed, but he did not contact GMAC until June 29, 2006.
10. An addendum to the contract extending the settlement date was executed on June 19, 2006. The Respondent signed the names of the Claimant and her husband to

the addendum, without authorization to sign for them.

11. The Respondent did not give a copy of the June 19, 2006 addendum to the Claimant or to her husband.
12. The Respondent signed the names of the Claimant and her husband on a removal of contingency for sale and a pre-settlement occupancy agreement dated June 19, 2006, without authorization to sign for them.
13. The Dangerfields moved into the residence on June 30, 2006.
14. An addendum to the contract extending the settlement date was executed on July 7, 2006. The Respondent signed the names of the Claimant and her husband on the addendum without authorization to sign.
15. The Respondent did not give a copy of the July 7, 2006 addendum to the Claimant or to her husband.
16. Settlement did not take place on July 3, 2006.
17. The property was foreclosed on by GMAC and sold at auction on July 18, 2006.

DISCUSSION

Background

The following facts are not in dispute: At all times relevant to this case, the Respondent was a licensed real estate broker. In November 2005, the Claimant and her husband engaged the Respondent as their in the sale of their residence in Abington. Sometime before January 2006, the Claimant and her husband stopped making mortgage payments to their lender, GMAC, and they made no payments after that date. The Claimant and her husband moved out of the residence in January 2006. A contract of sale was signed by the Claimant and her husband and Rickey and Kimberly Dangerfield

on March 19, 2006. Settlement was initially scheduled for May 18, 2006, but was rescheduled for July 3, 2006. The Dangerfields moved into the residence on June 30, 2006. Settlement did not take place on July 3, 2006. The property was foreclosed upon by GMAC and it was sold at auction on July 18, 2006.

The Regulatory Charges

Section 17-322(b)(14)(ii)

The Act provides, at section 17-322(b)(14)(ii), that the REC may take action against a licensee who fails to promptly furnish a copy of the contract of sale to each party to a transaction in which the licensee serves as a real estate broker. The REC charged that the Respondent failed to give the Claimant or her husband a copy of an addendum that extended the settlement of their property. (REC Ex. # 2, page 3).

Two addenda to the contract extending the settlement date were executed, on June 19, 2006 and July 7, 2006. (REC Ex. # 4, Att. 6 and Att. 10). The Claimant and her husband each testified that the Respondent never gave them a copy of either addendum.

The Respondent did not contradict these statements. When he was asked if he gave copies to the Claimant or her husband, the Respondent said he could not verify if he did. When asked if he disagreed with the Claimant's statement that she first received a copy of one addendum from the Dangerfields' agent, the Respondent said that he did not know, but it was possible. (REC Ex. # 4).

Based on the evidence presented, I find that the Respondent did not give copies of the contract addenda to the Claimant or her husband. I conclude that the Respondent violated section 17-322 (b)(14)(ii) of the Act.

Section 17-322(b)(33) and REC Code of Ethics

The Act provides, at section 17-322 (b)(33), that the REC may take action against a licensee who violates a provision of the REC's code of ethics. The Code of Ethics provides, at COMAR 09.11.02.01H, that a licensee shall see to it that copies of financial obligations and commitments regarding real estate transactions are placed in the hands of all parties involved, within a reasonable time after the agreements are executed.

The evidence on this charge is the same as on the first charge. The evidence shows that the Respondent did not give copies of the contract addenda to the Claimant and her husband. I find that the Respondent violated section 17-322(b)(33) of the Act, and COMAR 09.11.02.01H.

Section 17-322(b)(25)

The Act provides, at section 17-322(b)(25), that the REC may take action against a licensee who engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent, or improper dealings. The REC charged the Respondent with violating this provision in several instances.

Advice About Mortgage Payments

The REC charged that the Respondent advised the Complainant not to make further mortgage payments on the property, because the property would sell prior to foreclosure. (REC Ex. # 2, p. 3). This charge alleges incompetency.

The Claimant testified that at the first meeting with the Respondent, in November 2005, the Respondent said that she and her husband did not have to make mortgage payments, because the house would be sold in no time, at a short sale. The Claimant's

husband testified that before he and the Claimant signed the listing agreement, the Respondent said that for a short sale, they need not pay the mortgage.

The Respondent did not contradict these statements. When he was asked whether he discussed the mortgage issue with the Claimant and her husband, he answered, yes, probably at the time of the listing in November 2005. He stated that the Claimant and her husband said at that time that they could not and would not pay the mortgage. When asked what his response was to that statement, the Respondent said he did not recall his response.

The testimony of the Claimant and her husband was clear and consistent, and I accept it as credible evidence that the Respondent told them not to make payments on the mortgage. This was incompetent advice. The failure of the Claimant and her husband to make mortgage payments caused the foreclosure. I find that the Respondent violated section 17-322(b)(25) of the Act by his incompetency in advising the Claimant and her husband about mortgage payments.

Unauthorized or forged signatures

The REC charged that the Respondent forged the signature of the Claimant on an addendum extending settlement, and that the Respondent signed the Claimant's name on several other documents without her permission. (REC Ex. # 4, p. 3). This charge alleges untrustworthiness and dishonesty.

The Respondent did not dispute that he signed the names of the Claimant and her husband on four documents: an extension of contract terms dated June 19, 2006; a removal of contingency for sale dated June 19, 2006; a pre-settlement occupancy agreement dated June 19, 2006; and a settlement extension dated July 7, 2006. (REC Ex. # 4, Atts. 6, 9, 10).

The Claimant and her husband each testified that they never gave the Respondent permission to sign their names. Their testimony was clear and my observation of them while they spoke indicated that they were sincere and truthful.

In his testimony, the Respondent acknowledged that there was nothing in writing to authorize him to sign for the Claimant or her husband. The Respondent testified that he counseled the Claimant and her husband to sign a pre-settlement occupancy agreement and that the Claimant agreed that would be fine, although she wanted rental income. The Respondent stated that because he had trouble coordinating documents, the Claimant verbally authorized him to sign the pre-settlement occupancy agreement on her behalf.

I do not find the Respondent's testimony on this point to be credible. Although he said that he counseled the Claimant and her husband to *sign* a pre-settlement occupancy agreement, he did not explain why he did not ask them to *sign* authorization forms, which he could have sent them in the mail. He also did not explain why he still did not ask for written authorizations before he signed again for the Claimant and her husband in July 2006.

I conclude that the Respondent signed documents on behalf of the Claimant and her husband, without their consent. I find that the Respondent violated section 17-322 (b)(25) of the Act by his untrustworthiness and dishonesty when he signed the names of the Claimant and her husband without their permission.

Allowing prospective buyers to move in without Claimant's knowledge or consent

The REC charged that the Respondent allowed the Dangerfields to move into the property prior to settlement, without the Claimant's knowledge or consent. (REC Ex. # 4, p. 3). This charge alleges untrustworthiness and dishonesty.

The Claimant's testimony on this point was brief. She testified that after the Dangerfields contacted her, she called the Respondent, who told her to get her things out of the house. She stated that she went to the house, before the Fourth of July, and the locks were changed and the Dangerfields had moved in. This testimony was inconsistent with a statement the Claimant made to the REC investigator, Mr. Mull. In that statement, she did not mention any contact from the Dangerfields, or any telephone conversation with the Respondent; instead of saying *she* visited the house, she said it was *her husband* who went there. (REC Ex. # 4, p. 3). The Claimant's testimony was also inconsistent with that of her ex-husband, who said that he first found out that the Dangerfields had moved in when he went to the property and could not get in.

The evidence presented to support this charge was contradictory and not credible. I find that the Respondent did not violate section 17-322(b)(25) of the Act by his actions in regard to the Dangerfields' occupancy of the property.

Timely submission of loss mitigation papers

The REC charged that because the Respondent did not submit loss mitigation papers to the mortgage holder in a timely manner to prevent foreclosure, when the property did not sell in the "short sale" time frame as he claimed it would, the Respondent failed to deal with the Claimant and the mortgage holder in a reasonable and businesslike manner, and the Claimant lost additional money in the transaction. (REC Ex. # 4, p. 3). This charge alleges incompetency.

The Respondent did not dispute that although he knew at the end of May 2006 that a short sale was needed, he did not contact GMAC or take any other action until June 29,

2006, a few days before the anticipated closing date of July 3, 2006.³ (Respondent testimony; Respondent's statement to REC investigator in REC Ex. # 4, p. 6; GMAC information in REC Ex. # 4, p. 7). I found the evidence to be inconclusive on whether the eventual foreclosure could have been prevented by a more prompt submission of documents. It was clear, however, that the delay in his taking action showed incompetency by the Respondent. I conclude that the Respondent violated section 17-322(b)(25) of the Act by his incompetency in dealing with the Claimant's mortgage holder.

The Appropriate Regulatory Sanction

Section 17-322(c)(1) of the Act allows the REC to impose a reprimand or other disciplinary action for violations of statutory requirements. At the hearing, the REC asked that a reprimand be recommended. The REC has amply shown the appropriateness of a reprimand. The Respondent's failure to supply the Claimant with copies of the contract documents, his incompetency, and his untrustworthiness and dishonesty would justify a harsher sanction.

Section 17-322(c)(1) of the Act also allows the REC to impose a financial penalty, not exceeding \$5,000.00, for every violation of section 17-322. Section 17-322(c)(2) directs me to consider the seriousness of the violation, the harm caused by the violation, the good faith of the licensee, and any history of previous violations in determining the appropriate penalty. At the hearing, the REC asked for a civil penalty of \$500.00 for each statutory violation, for a total of \$1,500.00.

The violations were serious. The Respondent failed to deal honestly and competently with his clients. The violations caused harm to the public and the real estate

³ The Respondent initially testified that his first contact with GMAC was in late June. He then said the first contact was at the end of May. He finally acknowledged that the first contact was at the end of June.

profession, because the Respondent's incompetence and dishonesty reflected poorly on the profession. To his credit, however, the Respondent has had no prior history of action by the REC. In weighing these factors, I conclude that the requested penalty of \$500.00 per violation for each of the statutory violations is justified by the evidence.

Guaranty Fund Claim

The Claimant bears the burden of proof in her claim against the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-407(e)(2004). The Claimant must show that the Respondent committed an act or omission, occurring in the provision of real estate brokerage services, (1) in which money or property is obtained from a person by theft, embezzlement, false pretenses, or forgery, or (2) that constitutes fraud or misrepresentation. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(2)(2004). Payment may only be made for the "actual monetary loss" suffered by the Claimant as a result of the claim. Md. Code Ann., Bus. Occ. & Prof. § 17-410(b)(1)(2004); *see also*, COMAR 09.11.01.18.

There was no evidence that the Respondent obtained any money or any property from the Claimant by theft, embezzlement, false pretenses, or forgery. To prove her claim, therefore, the Claimant must show that she suffered an actual monetary loss as a result of the Respondent's fraud or misrepresentation. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(2)(2004).

The Claimant submitted a claim for \$25,000.00, for five separate claimed losses. (REC Ex. # 4, Att. 1). I will address each claimed loss separately.

Rent Paid by Claimant and Husband

The Claimant claimed a loss of \$10,500.00 for rent that she and her husband paid from February 2006 to July 2006. She testified that she and her husband would not have

moved out of their house if the Respondent had not told them to do so. The Claimant did not present any evidence that the Respondent's advice about moving was fraudulent, or that any statement he made was a falsehood or misrepresentation. The Claimant did not prove eligibility for her claim of \$10,500.00 for rent paid.

Utility Bills

The Claimant claimed a loss of \$2,500.00 for bills she paid to BGE for utilities on the house for the months of February 2006 to July 2006. The Claimant asserted that she would not have incurred the bills if the sale had occurred in March 2006. The Claimant conceded, however, that the first settlement date was in May 2006. Moreover, the house was unoccupied from the end of January 2006 until the end of June 2006 and the auction sale was on July 18, 2006. The bulk of the utility bills were incurred because the house was not sold. The Claimant did not show that the delay in the sale of the house was caused by fraud or misrepresentation by the Respondent. The Claimant did not prove eligibility for her claim of \$2,500.00 for utility bills.

Rent from Dangerfields

The Claimant claimed a loss of \$1,500.00 for rent not paid by the Dangerfields, as a result of the Respondent improperly letting the Dangerfields move into the house. As discussed above, the Respondent misrepresented the signatures of the Claimant and her husband on a pre-settlement occupancy agreement.

The Claimant acknowledged that she and her husband did not make any mortgage payments while the Dangerfields were in the house, and she did not show any actual financial loss caused by the Dangerfields' occupancy. The Claimant did not prove eligibility for her claim of \$1,500.00 for rent not paid by the Dangerfields.

Time Missed From Work

The Claimant claimed a loss of \$3,700.00 because she lost time from work. She did not specify days on which she lost time, or how the lost time was caused by any actions of the Respondent. The Claimant did not show that any time lost from work was caused by fraud or misrepresentation by the Respondent. The Claimant did not prove eligibility for her claim of \$3,700.00 for time lost from work.

Appliances

The Claimant claimed a loss of \$6,800.00 because she and her husband bought new appliances for the house and then sold the appliances for less than they were worth. The Claimant did not explain how the Respondent was responsible for this loss. She did not present any evidence to show that if the house had not been foreclosed upon, the appliances would have been sold differently. The Claimant did not prove eligibility for her claim of \$6,800.00 for appliance costs.

I recommend that the claim against the Fund be denied.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Respondent violated the following sections: Md. Code Ann., Bus Occ. & Prof. §§ 17-322(b)(14)(ii), 17-322(b)(25), and 17-322(b)(33), and COMAR 09.11.02.01H.

I further conclude that the Respondent is subject to a reprimand for violations of the Maryland Real Estate Brokers Act pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-322(c) (2004).

Finally, I conclude that the Claimant is not entitled to payment from the Maryland Real Estate Commission Guaranty Fund pursuant to Md. Code Ann., Bus. Occ. & Prof. §§

17-401 through 17-412 (2004) and COMAR 09.11.01.18, 09.11.03.04.

RECOMMENDED ORDER

I **RECOMMEND** that the Maryland Real Estate Commission:

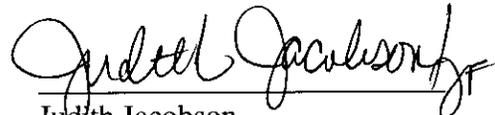
ORDER that the Respondent violated Md. Code Ann., Bus Occ. & Prof. §§ 17-322 and COMAR 09.11.02.01H;

ORDER that the Respondent be reprimanded pursuant to Md. Code Ann., Bus. & Occ. Prof. § 17-322(c) (2004);

And ORDER that the Claimant's Guaranty Fund claim against the Respondent be dismissed, pursuant to Md. Code Ann., Bus. Occ. & Prof. §§ 17-401 through 17-412 (2004), COMAR 09.11.01.18, 09.11.03.04; and

ORDER that the records and publications of the Real Estate Commission reflect the final decision.

June 4, 2009
Date Decision Mailed


Judith Jacobson
Administrative Law Judge

JJ
DOC #105533

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COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
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* * * * *	* * * * *

EXHIBIT LIST

I admitted the following documents offered on behalf of the REC:

REC Ex. # 1 - October 31, 2008 Notice of Hearing; November 12, 2008 Memorandum regarding returned correspondence; October 31, 2008 "Corrected Copy" Notice of Hearing; June 9, 2008 Statement of Charges and Order for Hearing; October 21, 2008 Notice of Hearing; October 28, 2008 Memorandum regarding returned correspondence; Certified mail envelope marked "Attempted, Not Known;" November 12, 2008 Memorandum regarding returned correspondence

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