

BEFORE THE MARYLAND REAL ESTATE COMMISSION

**MARYLAND REAL ESTATE
COMMISSION**

*

***OAH CASE NO. DLR-REC-21-08-09804**

V.

***REC CASE NO. 2005-RE-455**

**MARQUE S. GREEN
Respondent**

*

* * * * *

OPINION AND FINAL ORDER

This matter came before the Maryland Real Estate Commission (“Commission”) for argument on Exceptions filed by the Respondent, Marque S. Green, to the Proposed Order of December 17, 2008. On November 25, 2008, Administrative Law Judge James T. Murray (“ALJ”) filed a Recommended Decision and Recommended Order in which he recommended that the Respondent’s real estate license be suspended for fourteen days and the Respondent pay a civil fine of \$3,000.00.

On December 17, 2008, the Commission issued a Proposed Order that affirmed the ALJ’s Findings of Fact; approved the ALJ’s Conclusions of Law; and adopted the ALJ’s Recommended Order. The Respondent filed Exceptions which were received on or about January 8, 2009.

A hearing was held by a panel of the Commission consisting of Commissioners Anne S. Cooke, Robin L. Pirtle and Georgiana S. Tyler on November 18, 2009. Jessica Berman Kaufman represented the Commission. The proceedings were electronically recorded.

SUMMARY OF THE EVIDENCE

On behalf of the Commission, five exhibits, including the file which was before the ALJ, were entered into evidence. A transcript of the hearing before the ALJ was also entered into the record.

FINDINGS OF FACT

The Commission adopts the Findings of Fact recommended by the ALJ.

CONCLUSIONS OF LAW

The Commission adopts the ALJ's Conclusions of Law.

DISCUSSION

The Maryland Real Estate Commission issued a Statement of Charges and Order for Hearing against Marque S. Green, Respondent, a real estate salesperson, alleging that the Respondent had allowed an unauthorized person to use his Maryland Real Estate Information System (MRIS) access code to locate investment properties, participated in a misrepresentation scheme, acted in bad faith, and was incompetent, untrustworthy, dishonest and fraudulent in his real estate dealings.

The Respondent was first licensed as a real estate salesperson on August 30, 2004 and became affiliated with Weichert Realtors ("Weichert"), at its Camp Springs Office, as a real estate salesperson on July 5, 2005. FF1, 2¹ He continued to work from the Weichert Camp Springs' Office until September, 2006. FF2. Mark Blunt ("Blunt") was a licensed real estate person from 1996 until 2004 when his license was suspended for repeated violations and Commission Guaranty Fund pay-outs. Mr. Blunt was never

¹ "FF" refers to the ALJ's Findings of Fact.

employed by any Weichert office. FF3. The Respondent and Blunt have been personal friends for many years. FF4. In order to learn about commercial real estate investing, the Respondent associated himself with Mr. Blunt and allowed Mr. Blunt to use his MRIS access code to locate prospective commercial investment properties. FF5. A person has to be a licensee of the Commission in order to access MRIS. FF6. Mr. Green also allowed Mr. Blunt to download real estate forms from his computer through the auto contract website. FF5. A person has to be a Weichert employee to download Weichert contracts from the auto contract website because a password is required. FF7. On April 4, 2005, Felix D'Antonio ("D'Antonio") entered into a contract with B&D Investments ("B&D") to sell commercial real estate to B&D. FF8. The Respondent was listed as the selling company's agent on the Weichert form Regional Sales Contract which contained the telephone numbers for Blunt. FF8. Blunt led D'Antonio to believe that B&D was represented in the transaction by the Respondent by referring to himself only as "Mark" which is also the way the Respondent's pronounces his first name. FF9. Blunt was actually a principal in B&D. FF9. B&D was to deposit \$50,000.00 with Apple Title Company ("Apple") and D'Antonio was to have \$13,000.00 worth of modifications made to the property as part of the contract. FF10. On May 14, 2005, the agent for D'Antonio, William Farrell, ("Farrell"), called Blunt, believing him to be the Respondent, to inform him that D'Antonio had received a higher offer for the property and to confirm that the settlement scheduled for June 8, 2005 was still on. FF11. Blunt informed Farrell that the settlement was still to take place on that date. FF11. On June 2, 2005, Blunt called Farrell to ask for a two weeks extension on the contract due to a death in the family. FF12. Farrell subsequently attempted unsuccessfully to contact Blunt. FF13. Farrell then

called Weichert and asked to speak with “Marque Green”. FF13. Farrell spoke with the Respondent who initially denied knowledge of the contract. The Respondent told Farrell that he knew Blunt, after Farrell mentioned B&D, but stated that he had let Blunt represent him in the contract because of Blunt’s experience in real estate. FF13. The Respondent also advised Farrell that the settlement was still going to occur because he wanted to earn the commission on the contract. FF14. When Farrell called Apple Title Company on June 2, 2005, he learned that B&D had not deposited money with it for the contract. FF15. The transaction did not occur due to the lack of a deposit, the disparity in the identification of the buyers and the death of a principal of B&D. FF16.

The evidence presented before the ALJ indicates that the Respondent and Blunt were friends for many years and their relationship was not merely professional. T 101, 139² In a written statement which was entered into evidence at the ALJ’s hearing as part of the Commission’s Exhibit 6, the Respondent stated that “When Mark was showing me how to locate investment property the computer would become in active (sic) thus needing me to enter my MRIS code to regain access after doing this many times I became frustrated so to make it easier (sic) I gave him my code so I would not have to stop (every ten minutes) searching for properties on another computer.” The Respondent also testified at the hearing before the ALJ that he had permitted Blunt to use his MRIS number. T105.

The Respondent also admitted in his written statement that he “...down loaded auto contract...” to Blunt’s computer. He admitted in his written statement that “The Weichert contracts on that site have to be down loaded by a Weichert employee.” and testified at the hearing before the ALJ that a password is required to obtain

“Weichertized” forms. T71. The contract and forms used in the transaction were Weichert forms. Blunt was never employed by Weichert and his only apparent access to those forms was through the Respondent.

Farrell testified that when he spoke with the Respondent concerning settlement, the Respondent “...told me that Mr. Blunt had more knowledge of commercial real estate than he did, so Mr. Blunt was a real estate agent and he...he submitted the contract under Mr. Green’s name.” T30. The Respondent admitted in his written statement that “Even though he used my name as the agent without my permission I still wanted to save the deal and get the commission.”

Based on the evidence and testimony presented before the ALJ, the Commission concludes that there is substantial, credible evidence to find that the Respondent improperly permitted Blunt to use his MRIS access code to locate investment properties and that he allowed Blunt to have access to “Weichertized” auto contract. Blunt was thus able to obtain “Weichertized” real estate forms and use them in a fraudulent manner. The Respondent’s conduct demonstrates bad faith, incompetency and untrustworthiness in violation of Section 17-322(b)(25) of the Business Occupations & Professions Article, *Annotated Code of Maryland*. The Respondent’s conduct was also in violation of COMAR 09.02.11.01C in that he failed to protect the public against fraud, misrepresentation, or unethical practices in the real estate field by facilitating unauthorized real estate practices. This violation of the Real Estate Code of Ethics is, in turn, a violation of Section 17-322(b)(33) of the Business Occupations & Professions Article, *Annotated Code of Maryland*.

² “T” refers to the transcript of the hearing before the ALJ.

The Respondent also directly and knowingly made a misrepresentation by attempting to keep the contract viable and in so doing, participated in Blunt's scheme, in violation of Section 17-322(b)(3), Business Occupations and Professions Article, *Annotated Code of Maryland*. His conduct also violated COMAR 09.11.02.01C because the Respondent participated in a fraudulent real estate practice and attempted to cover up an unauthorized real estate transaction. This conduct is also a violation of Section 17-322(b)(33) of the Business Occupations and Professions Article, *Annotated Code of Maryland*.

In determining the penalty to be imposed, the Commission looks to the criteria for determining a penalty set forth in Section 17-322(c)(2), Business Occupations and Professions Article, *Annotated Code of Maryland*. The Commission finds that the Respondent's violations were serious in nature in that they involved bad faith, incompetency and untrustworthiness in the practice of the real estate profession. The Respondent's actions caused harm to D'Antonio because the sales transaction did not take place and the \$50,000.00 deposit on the contract was never made to Apple Title. The Respondent's actions in permitting an unlicensed person to use his MRIS number and to access his company's contract forms indicates a lack of good faith. The Respondent does not have a history of other violations. The Commission may impose a penalty not exceeding \$5,000 for each violation. Based on the serious nature of the Respondent's misconduct and an evaluation of the factors set forth above, the Commission concludes that the imposition of a fourteen (14) days suspension and a penalty of \$3,000.00 for the violations committed is appropriate. Although the Respondent's license is currently on inactive status, the Respondent is still subject to

sanctions against his license. Section 17-316(b)(2), Business Occupations and Professions Article, *Annotated Code of Maryland*. Since the Respondent's license is currently in inactive status, the fourteen (14) days suspension will go into effect when the Respondent activates his license.

ORDER

It is this 14th day of December 2009 **ORDERED** that:

1. The Respondent's real estate license be suspended for fourteen (14) days upon activation of his license; and that
2. The Respondent pay a civil penalty of \$3,000.00 which shall be paid within thirty (30) days of the date of this Order; and that
3. The Respondent shall be ineligible for reinstatement of his license or to apply for a Maryland Real Estate license of any kind until such time as he has paid the above-referenced civil penalty; and that
4. The records and publications of the Commission reflect this final decision.

MARYLAND REAL ESTATE COMMISSION

By: Anne S. Cooke, Commissioner
(KJC)

NOTE: A judicial review of this Final Order may be sought in the Circuit Court of Maryland in which the Appellant resides or has his/her principal place of business, or in the Circuit Court for Baltimore City. A petition for judicial review must be filed with the Court within 30 days after the mailing of this Order.

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

V.

MARQUE S. GREEN
RESPONDENT

* BEFORE JAMES T. MURRAY,
* ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH No: DLR-REC-21-08-09804
* REC CASE NO: 05-RE-455

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated November 25, 2008, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 17th day of December, 2008,

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

December 17, 2008
Date

By: Katherine J. Connelly, Exec. Dir.
Anne S. Cooke, Commissioner

MARYLAND REAL ESTATE

*** BEFORE JAMES T. MURRAY,**

COMMISSION

*** AN ADMINISTRATIVE LAW JUDGE**

v.

*** OF THE MARYLAND OFFICE OF**

MARQUE S. GREEN

*** ADMINISTRATIVE HEARINGS**

*** OAH CASE NO.: DLR-REC-21-08-09804**

*** REC COMPLAINT NO: 05-RE-455**

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RECOMMENDED DECISION

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

STATEMENT OF THE CASE

On February 6, 2008, the Maryland Real Estate Commission (Commission) issued a Statement of Charges and Order for Hearing against Marque S. Green (Respondent), a real estate broker, alleging that the Respondent had allowed an unauthorized person to use his Maryland Real Estate Information System (MRIS) access code to locate investment properties, participated in a misrepresentation scheme, acted in bad faith, and was incompetent, untrustworthy, dishonest and fraudulent in his real estate dealings.

I conducted a hearing on September 26, 2008, at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland, under section 17-324 of the Business Occupations & Professions Article, Annotated Code of Maryland (2004). Jessica Kaufman, Esquire, Assistant

Attorney General, represented the Commission. Richard Miller, Esquire, represented the Respondent.

The Administrative Procedure Act, the procedures for Administrative Hearings of the Office of the Secretary of the Department of Labor, Licensing and Regulation (DLLR), the procedures for Hearings of the Commission, and the OAH's Rules of Procedure govern procedure in this case. Md. Code Ann., State Gov't §§10-201 through 10-226 (2004 & Supp. 2008); Code of Maryland Regulations (COMAR) 09.01.03 and COMAR 28.02.01.

ISSUES

1. Is the Respondent's real estate license subject to sanction because he willfully made a misrepresentation or knowingly made a false promise?
2. Is the Respondent's real estate license subject to sanction because he engaged in conduct showing bad faith, incompetence, untrustworthiness, dishonesty, or fraudulent or improper dealings?
3. Is the Respondent's real estate license subject to sanction because he violated the Real Estate Code of Ethics or a regulation adopted under Title 17 of the Business Occupations and Professions Article, Annotated Code of Maryland?
4. If the Respondent violated Title 17 of the Business Occupations and Professions Article as charged, or the Real Estate Code of Ethics, what sanctions are appropriate?

SUMMARY OF THE EVIDENCE

Exhibits

The Commission submitted the following documents that were admitted into evidence:

- MREC Ex. 1. Notice of Hearing, April 8, 2008, with attachments
- MREC Ex. 2. Transmittal for (DLLR) Real Estate Commission (REC), with attachments, undated

- MREC Ex. 3. The Respondent's licensing history with the Commission, printed September 16, 2008
- MREC Ex. 4. Licensing history with the Commission of Mark D. Blunt, printed September 16, 2008
- MREC Ex. 5. Maryland Real Estate Commission Complaint and Guaranty Fund Claim, June 20, 2005
- MREC Ex. 6. Maryland Real Estate Commission Report of Investigation, with the following attachments:
- A. Weichert Realtors Regional Sales Contract, with attachments, received June 23, 2005
 - B. Bowman Masonry invoice, April 2, 2005 and Fax Cover Sheet from Harborview Reconstructive Spine and Orthopaedic Specialists, June 4, 2007
 - C. Handwritten statement of the Respondent, June 4, 2007 and typewritten letter to Alvin C. Monshower, Jr., August 17, 2005
- MREC Ex. 7. Sales Contract, June 2, 2005, with attachments

The Respondent submitted the following exhibits, which were admitted into evidence:

- Resp. Ex. 1. Blank Residential Contract of Sale
- Resp. Ex. 2. Residential Contract of Sale, June 7, 2005

Testimony

The Commission presented the testimony of William Lawrence Farrell, Real Estate Agent, and James A. Stoakley, Commission Investigator. The Respondent testified on his own behalf and presented the testimony of Bertram Reed, Sales Manager, Weichert Realtors.

FINDINGS OF FACT

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

1. The Respondent was first licensed as a real estate salesperson on August 30, 2004. On May 12, 2008, his real estate salespersons license (license) was placed on inactive status.

2. On July 5, 2005, the Respondent became affiliated with Weichert Realtors (Weichert) as a real estate salesperson. He worked out of Weichert's Camp Springs office until September 2006.

3. Mark Blunt (Blunt) was a licensed real estate salesperson from 1996 until 2003 or 2004 when his license was suspended and/or revoked for repeated violations and Commission Guaranty Fund pay-outs. He was never employed by any Weichert office.

4. The Respondent and Blunt have been personal friends for many years.¹

5. The Respondent associated himself with Blunt to learn about commercial real estate investing. During this association, the Respondent allowed Blunt to use his MRIS access code to locate prospective commercial investment properties. He also allowed Blunt to download real estate forms from his computer through the auto contract website.

6. One has to be a licensee of the Commission in order to access MRIS.

7. One has to be a Weichert employee to download Weichert contracts from the auto contract website because a password is required.

8. On April 4, 2005, Felix D'Antonio (D'Antonio) entered into a contract with B&D (B&D) Investments, Inc. to sell commercial real estate to B&D (the contract). The Respondent was listed as the seller's agent on the Weichert form Regional Sales Contract, which contained telephone numbers for Blunt.

9. By referring to himself only as "Mark," Blunt led D'Antonio and his real estate agent, William Farrell (Farrell), to believe that B&D was represented in the transaction by the Respondent. Blunt was actually a principal in B&D.

¹ Both Blunt and the Respondent pronounce their first name "Mark."

10. As part of the contract, B&D was to deposit \$50,000.00 into an account with Apple Title Company (Apple) and D'Antonio was to have \$13,000.00 worth of modifications made to the property.²

11. On May 14, 2005, Farrell called Blunt, whom he believed to be the Respondent, to inform him that D'Antonio had received a higher offer for the property and to confirm that the settlement date of June 8, 2005 was still on. Blunt informed Farrell that the settlement was still on.

12. On June 2, 2005, Blunt called Farrell to ask for a two-week extension on the contract due to a death in the family.

13. Subsequently, Farrell attempted to contact Blunt. After being unable to reach Blunt, Farrell called Weichert and asked to speak with "Marque Green." Farrell spoke to the Respondent who initially denied knowledge of the contract. After Farrell mentioned B&D, the Respondent told Farrell that he knew Blunt, but he had let Blunt represent him in the contract because of Blunt's experience in real estate.

14. Because he wanted to earn the commission on the contract, the Respondent advised Farrell that the settlement was still on.

15. On June 2, 2005, Farrell called Apple and learned that B&D had deposited no money with it for the contract.

16. Due to the lack of a deposit, the disparity in the identification of the buyers and the death of a principal of B&D, the transaction did not go through.

² Mr. Stoakley's report refers to a \$25,000.00 deposit. This figure is in error; the contract called for a \$50,000.00 deposit. It appears that Mr. Stoakley confused the deposit amount with D'Antonio's claim for \$25,000.00, which appears to represent the additional amount for which he could have sold the property had it not been for the conduct at issue in this matter.

DISCUSSION

The Commission charged the Respondent with violating the following sections of the Maryland Real Estate Law:

§ 17-322. Denials, reprimands, suspensions, revocations, and penalties – Grounds.

(b) *Grounds.*--Subject to the hearing provisions of § 17-324 of this subtitle, the Commission may deny a license to any applicant, reprimand any licensee, or suspend or revoke a license if the applicant or licensee:

...

(3) directly or through another person willfully makes a misrepresentation or knowingly makes a false promise;

...

(25) engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent, or improper dealings;

...

(33) violates any regulation adopted under this title or any provision of the code of ethics. . . [.]

Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(3), (25) and (33) (Supp. 2008).

Additionally, the Respondent was charged with violating the real estate code of ethics:

01. Relations to the Public

C. The licensee shall protect the public against fraud, misrepresentation, or unethical practices in the real estate field. The licensee shall endeavor to eliminate in the community any practices which could be damaging to the public or to the dignity and integrity of the real estate profession. The licensee shall assist the commission charged with regulating the practices of brokers, associate brokers, and salespersons in this State.

COMAR 09.11.02.01C.

The burden of proof in this case is by a preponderance of the evidence. Md. Code Ann., State Gov't § 10-217 (2004). It rests with the Commission as the moving party. *Commissioner of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996).

While some of the salient facts leading to the charges against the Respondent in this matter are not disputed, others are. According to the Commission, the Respondent's conduct as a real estate agent was improper for several reasons. First, the Respondent allowed a friend of his, Blunt, to use the Respondent's password to access MRIS listings to locate potential commercial investment properties. The Commission also alleges that the Respondent allowed Blunt to electronically access real estate contracts that were "Weichertized," or modified for use by Weichert and contained Weichert's name, in its various real estate dealings. Finally, the Commission maintains that the Respondent participated in an improper real estate transaction wherein he attempted to help Blunt consummate a real estate sale in which Blunt had passed himself off as the Respondent.

The Respondent maintains that his involvement with Blunt was incidental and that he played no part in Blunt's attempted purchase of the property. He first learned of the contract after Blunt requested an extension of time for settlement to occur. At that, he merely tried to help out so that the deal did not fall through. He wanted to receive a commission on the sale.

The Respondent was evasive regarding his relationship with Blunt and tried to characterize Blunt as a mere "acquaintance" with whom he had only a mentor and mentee relationship, but it is clear from the evidence that the Respondent and Blunt were friends for many years and that their relationship was not merely professional. They were both about the same age, both born in Washington, D.C. and the Respondent knew detailed information about Blunt's real estate career. (MREC Exs. #3 and #4). The Respondent testified that he never gave

Blunt access to “Weichertized” real estate contracts or other forms, but in his written statement (MHRC Ex. #6C) he wrote that he “downloaded auto contract” to Blunt’s computer. The contract and forms used by Blunt in dealing with D’Antonio were “Weichertized.” Blunt was never employed by Weichert; his only apparent contact with Weichert was through the Respondent and the Respondent had provided him with access to auto contract. Additionally, the Respondent claimed he believed that Blunt was investing in commercial real estate in addition to being licensed to sell real estate. If this were so, then Blunt would have had access to MRIS and auto contract, a fact that the Respondent would have known. Thus, despite the Respondent’s denial that he ever provided Blunt with access to “Weichertized” forms and contracts, I find it is much more probable than not that he did.

Finally, the Respondent admits that when the call came to Weichert about the contract he attempted to salvage the deal, a transaction about which he supposedly knew nothing, in order to get the commission for himself. Based on his overall demeanor and reactions during testimony and cross-examination, it is clear that the Respondent did not see a problem with this conduct. The Respondent admitted that after Farrell mentioned B&D, the Respondent told Farrell that he knew Blunt, but he had let Blunt represent him in the contract because of Blunt’s experience in real estate.

It is obvious, even if unaware of the contract initially, that the Respondent was, like Blunt, seduced by the prospect of easy money and was not adverse to doing whatever was necessary that might result in pecuniary gain for himself. Instead of immediately exposing Blunt’s ruse, the Respondent attempted to keep it going so that he could profit by it.

In light of the above, I conclude that in 2005 the Respondent allowed Blunt to use his MRIS access code to locate investment properties and that he allowed Blunt to have access to

auto contract. Consequently, Blunt was able to obtain “Weichertized” real estate forms and use them in his fraudulent real estate dealings. This conduct demonstrates bad faith, incompetency and untrustworthiness. Accordingly, I find that the Respondent violated section 17-322(b)(25) of the Business Occupations & Professions Article, Annotated Code of Maryland (Supp. 2008). This conduct also violates the Real Estate Code of Ethics because the Respondent, rather than protecting the public against fraud, misrepresentation, or unethical practices in the real estate field, participated in such practices. The Respondent certainly did not assist the Commission in regulating the practices of real estate licensees in the State; he facilitated unauthorized real estate practices. COMAR 09.02.11.01C. This, in turn, is a violation of section 17-322(b)(33) of the Business Occupations & Professions Article, Annotated Code of Maryland (Supp. 2008).

Additionally, by participating in Blunt’s scheme by, at the very least, attempting to keep the contract alive, the Respondent directly and knowingly made a misrepresentation or false promise. Md. Code Ann., Bus. Occ. & Prof. § 17-322(b)(3) (Supp 2008). That same conduct also violated the Real Estate Code of Ethics because the Respondent participated in a fraudulent real estate practice. Such conduct did not assist the Commission with regulating the practices of brokers, associate brokers, and salespersons in Maryland, rather it was an attempt to cover up an unscrupulous and unauthorized real estate transaction. COMAR 09.11.02.01C. As pointed out above, this conduct is also a violation of section 17-322(b)(33) of the Business Occupations & Professions Article, Annotated Code of Maryland (Supp. 2008).

The Commission may impose a penalty not exceeding \$5,000.00 for each violation. Md. Code Ann., Bus. Occ. & Prof. § 17-322(c)(1) (Supp. 2008). The Commission has requested that a \$3,000.00 monetary penalty be imposed. Given the serious nature of the Respondent’s

misconduct in this case, I believe that a fine of only \$3,000.00 is well within the Commission's discretion and recommend that at least a \$3,000.00 fine be imposed.

Although the Respondent's license is presently on inactive status, the Respondent is still subject to sanctions against his license. Md. Code Ann., Bus. Occ. & Prof. § 17-316(b)(2) (Supp. 2008). For the same reasons mentioned above, I find that the Commission's recommendation of only a fourteen-day suspension is certainly not excessive and I therefore recommend that at least a fourteen-day suspension be imposed.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Respondent demonstrated bad faith, incompetency and untrustworthiness in the practice of real estate and directly and knowingly made a misrepresentation or false promise. Md. Code Ann., Bus. Occ. & Prof. § 17-322(b)(3),(25) (Supp. 2008).

I further conclude as a matter of law that the underlying conduct that resulted in the Respondent's violation of § 17-322(b)(3),(25) of the Business Occupations & Professions Article also violates COMAR 09.11.02.01C of the Real Estate Code of Ethics. This, in turn, violates section 17-322(b)(33) of the Business Occupations & Professions Article.

RECOMMENDED ORDER

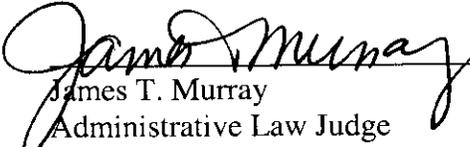
IT IS THEREFORE RECOMMENDED that the Maryland Real Estate Commission:
ORDER that the Respondent's real estate license be suspended for fourteen days; and
that it,

ORDER that the Respondent pay a civil fine of \$3,000.00; and that it,

ORDER that the Respondent be ineligible for reinstatement of his license or to apply for a Maryland Real Estate license of any kind until such time as he has paid the above-referenced civil penalty; and that it further,

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

November 25, 2008
Date decision mailed


James T. Murray
Administrative Law Judge

JTM
#100793