

**BEFORE THE MARYLAND REAL ESTATE COMMISSION**

**KEVIN BRAITSCH and  
KATHRYN HENRY**

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**CASE NO. 301-RE-2020**

\*

**V.**

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**GILBERT CHAMPION  
PEAKE REALTY  
3700 O'DONNELL STREET  
BALTIMORE, MARYLAND 21224  
LIC. REG. NO. 05-650685  
RESPONDENT**

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**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This matter comes before the Maryland Real Estate Commission ("Commission") as the result of a complaint filed by Kevin Braitsch and Kathryn Henry ("Claimants"). Based on the complaint and an investigation into the case, the Respondent Salesperson Gilbert Champion, license registration number 05-650685, the parties agreed to settle the Guaranty Fund portion of the complaint in order to resolve the claim of the Claimants. The Claimants and the Respondent agreed to enter into this Consent Order and Settlement Agreement, which provides for the payment of the Claimants Guaranty Fund claim and is consistent with the best interests of the people of the State of Maryland, to resolve the complaint. The Real Estate Commission has agreed to dismiss and close the complaint filed by the Claimants. The Claimants and the Respondent agree and stipulate as follows:

1. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.
2. The Respondent is licensed as a real estate Salesperson, license registration number 05-650685, and is currently affiliated with Peake Realty.
3. The Claimants and Respondent signed a Contract of Sale Agreement for the Claimants to purchase a property located at 1828 Bank Street in Baltimore, Maryland on April 6, 2017. The owner of the property was JME Development, a company the Respondent was part owner of. The contract had a settlement date of June 5, 2017. The Respondent acted as the intra-company agent in the contract. An addendum was signed stating Rehab will be complete with structural addition and chap credit application.
4. Settlement did not occur and the parties signed a new contract on June 6, 2018, for the same property. Settlement was scheduled for July 6, 2018.

5. Numerous addenda were drawn up by the Respondent to extend settlement and pay closing costs, however, the buyers never agreed and never signed these addenda. In April, 2019, the claimants notified the respondent they were no longer interested in purchasing the property.

6. From the time of the first signed contract until sometime in March, 2018, the claimants paid up front for materials for the property to be reimbursed by the Respondent shortly afterwards. There was numerous correspondence between the parties for a meeting to occur and promises for reimbursement of the claimants' costs.

7. After a complaint and claim was filed, an investigation was performed. On October 22, 2021, the investigation was turned in as the Respondent and his Broker agreed to settle the Guaranty Fund claim with the Claimants.

8. The Respondent agrees that the Claimants are entitled to the funds requested in their claim under the Guaranty Fund.

11. The Respondent agrees to pay the Claimants their claim in the amount of \$6,262.00 (Six Thousand Two Hundred Sixty-two dollars). The total of \$6,262.00 will be paid to Kathryn Henry and Kevin Braitsch within 60 days of the date of the entry of this Settlement Agreement. The Respondent agrees that should he fail to make the payment within sixty (60) days of this Consent Order and Settlement Agreement, his real estate license registration number 05-650685 shall be automatically suspended and shall continue to be suspended until the payment is made.

12. By entering into the Consent Order and Settlement Agreement, the Claimants expressly withdraw their claim to the Real Estate Commission Guaranty Fund. The parties waive their right to the issuance of a Statement of Charges and Order for Hearing by the Commission, an administrative hearing on the Guaranty Fund claim before the Commission or the Office of Administrative Hearings ("OAH"), the making of Findings of Fact and Conclusions of Law by the Commission or an Administrative Law Judge of the OAH, any and all further proceedings before the Commission, and any rights to petition for judicial review of this Consent Order and Settlement Agreement.

13. The Respondent enters into this Consent Order and Settlement Agreement voluntarily, knowingly, and willingly, after having the opportunity to consult with private counsel of his own choosing at his own expense.

14. The Commission agrees to accept this Consent Order and Settlement Agreement as the full and final resolution of Case No. 301-RE-2020.

**BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 9<sup>th</sup>  
DAY OF May, 2022 BY THE MARYLAND REAL ESTATE  
COMMISSION:**

**ORDERED** that the Respondent shall pay to the Claimants their Guaranty Fund claim in the amount of \$6,262.00 in accordance with paragraph 11 this Consent Order and Settlement Agreement; and it is further

**ORDERED** that should the Respondent fail to pay to the Claimants \$6,262.00 in accordance with paragraph 11 this Consent Order and Settlement Agreement, the Respondent's real estate salesperson's license, registration number 05-650685 shall be automatically suspended and shall continue to be suspended until such time as the payment is made.

**ORDERED** that should the Respondent fail to pay the Claimants the full amount as stated in above paragraph, the complaint will remain open and the Claimants have a right to pursue their claim through their complaint already filed with the Commission; it is further

**ORDERED** that the Commission's records and publications shall reflect the terms of this Consent Order and Settlement Agreement.

MARYLAND REAL ESTATE COMMISSION:

By: **SIGNATURE ON FILE**

Michael L. Kasnic, Executive Director

**AGREED:** **SIGNATURE ON FILE**

Kevin Braitsch and Kathryn Henry  
Claimants

4-7-22 Date

**SIGNATURE ON FILE**

Gilbert Champion  
Respondent

5/9/2022 Date