

MARYLAND REAL ESTATE
COMMISSION

v.

LAURA McCaffrey

Respondent

and

CLAIM OF DAVID and SARAH
HOROWITZ AGAINST THE
REAL ESTATE GUARANTY FUND

* BEFORE THE
* MARYLAND REAL
* ESTATE COMMISSION

* CASE NO. 2017-RE-450

* * * * *
CONSENT ORDER AND SETTLEMENT AGREEMENT

This matter comes before the Maryland Real Estate Commission ("Commission") as the result of a complaint and Guaranty Fund claim filed by David and Sarah Horowitz ("Claimants"). Based on the complaint, the Commission determined that administrative charges against Laura McCaffrey, the Respondent Real Estate Salesperson ("Respondent"), license registration number 05-601007, are appropriate and that an administrative hearing on those charges and the Guaranty Fund claim should be held. The Commission transmitted the matter to the Office of Administrative Hearings ("OAH"). The OAH scheduled a hearing for November 9, 2020 at 10:00 a.m.

Prior to the hearing, (i) Respondent and Claimants settled their dispute, and Claimants have agreed to withdraw their claim against the Guaranty Fund, and (ii) the Commission and Respondent agreed to enter into this Consent Order and Settlement Agreement to have Respondent attend certain continuing education classes, which, if not completed within the prescribed period of time, will result in the imposition of disciplinary measures that are fair and equitable in these circumstances and which are consistent with the best interest of the people of the State of Maryland.

The Commission, Claimants and Respondent (the "Parties") agree and stipulate as follows:

1. Respondent Laura McCaffrey is currently licensed by the Commission as a Real Estate Salesperson and holds license registration number 05-601007. 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. In 2017, Respondent was the listing agent for the sale of property located at 2706 Blaine Drive in Chevy Chase, MD (the "Blaine Drive Property"). On or about September 11, 2017, Claimants entered into a contract to purchase the Blaine Drive Property for \$1,000,000, which contract was contingent upon the sale of Claimants' property located at 1323 Cameron Hill Court (the "Cameron Hill Property"). The first contract entered into by Claimants for the sale of the Cameron Hill Property was released by Claimants when the buyer was denied financing. The second contract entered into by Claimants for the sale of the Cameron Hill Property contained several contingencies, which Respondent contends did not meet the requirements of the Blaine Drive Property contract. The sellers of the Blaine Drive Property decided to accept a contract from another buyer at a purchase price of \$1,020,000, and Respondent notified the agent for the Claimants the next day of the termination of their contract. It is disputed whether the notification was legally effective. The Claimants were afforded the opportunity by the sellers of the Blaine Drive Property to match the \$1,020,000 price, which they did. Claimants settled on their purchase of the Blaine Drive Property at a purchase price of \$1,020,000.

3. On or about February 12, 2018, Claimants filed a complaint against Respondent and the Guaranty Fund claim based upon the fact that they had to pay an extra \$20,000 in order to purchase the Blaine Drive Property.

4. Respondent denies that she committed any wrongful acts or other violation of law or the rules and regulations of the Commission in connection with the listing or sale of the Blaine Drive Property. By entering into this Consent Order and Settlement Agreement, Respondent is not admitting any alleged fault, wrongdoing, or liability whatsoever.

5. To avoid the time, expense, inconvenience and uncertainty of a hearing on the matter, Respondent and Claimants have settled their dispute, pursuant to which the Claimants hereby withdraw their claim against the Guaranty Fund.

6. The Parties, by entering into the Consent Order and Settlement Agreement, expressly waive the right to an administrative hearing on the charges and the Guaranty Fund claim and the making of Findings of Fact and Conclusions of Law, any and all further proceedings before the Commission to which the Parties may be entitled in this matter and any rights to appeal from the Commission's Order.

7. The Respondent agrees to attend six hours of continuing education classes on the subject matter of contracts within one hundred eighty (180) days of the execution of this Consent Order and Settlement Agreement beyond the continuing education requirements found in BOP § 17-315. Any such classes attended by the Respondent after January 1, 2021 shall count toward this requirement.

8. If the Respondent does not take the courses within the prescribed one hundred eighty (180) days, the Respondent's license registration number 05-601007 will be automatically suspended until the courses are completed.

BASED ON THESE AGREEMENTS AND STIPULATIONS, IT IS THIS 17th DAY OF MARCH, 2021 BY THE MARYLAND REAL ESTATE COMMISSION:

ORDERED that the Respondent shall attend six hours of continuing education classes on the subject matter of contracts within one hundred eighty (180) days of the execution of this Consent Order and Settlement Agreement beyond the continuing education requirements found in BOP § 17-315 (with any such classes attended by the Respondent after January 1, 2021 counting toward this requirement); and it is further

ORDERED that if the Respondent does not complete the foregoing courses within the prescribed one hundred eighty (180) days, the Respondent's license registration number 05-601007 will be automatically suspended until the courses are completed; and it is further

ORDERED that the records of the Maryland Real Estate Commission will reflect the contents of the Consent Order and Settlement Agreement.

03/10/2021
Date

SIGNATURE ON FILE
Respondent Laura McCaffrey

3/15/2021
Date

SIGNATURE ON FILE
Claimant David Horowitz

3/15/2021
Date

SIGNATURE ON FILE
Claimant Sarah Horowitz

MARYLAND REAL ESTATE COMMISSION:

3/17/2021
Date

By: SIGNATURE ON FILE