

**MARYLAND REAL ESTATE COMMISSION**

**MARYLAND REAL ESTATE \*  
COMMISSION \***

**V.**

**\* OAH NO. DLR-REC-24-15-33279**

**WENDY STEIN \*  
RESPONDENT \***

**AND**

**\* REC CASE NO. 2014-RE-335**

**CLAIM OF CLYDE WITHERSPOON \*  
AGAINST THE MARYLAND REAL \*  
ESTATE COMMISSION \*  
GUARANTY FUND \***

**\* \* \* \* \***

**OPINION AND FINAL ORDER**

This matter came before the Maryland Real Estate Commission (Commission) on argument on Exceptions filed, on or about June 10, 2016, by the Respondent, Wendy Stein, to the Proposed Order of May 25, 2016.

On April 12, 2016 Administrative Law Judge Tameika Lunn-Exinor (ALJ) filed a Recommended Decision and Recommended Order in which she recommended that the Respondent be reprimanded, and that the Maryland Real Estate Guaranty Fund (Fund) pay \$4,090.00 to the Claimant, Clyde Witherspoon. On May 25, 2016, the Commission issued a Proposed Order that adopted the ALJ's Findings of Fact, and amended the ALJ's Conclusions of Law and Recommended Order to include a civil penalty of \$2,500.00 in place of the recommended reprimand.

A hearing on the Exceptions filed by the Respondent was held by a panel of Commissioners, consisting of Commissioners Anne S. Cooke, James Reeder and Jeff Wright, on November 16, 2016. Jessica Berman Kaufman, Assistant Attorney General, represented the

Commission. The Respondent acknowledged that she had a right to representation by counsel at the Commission's hearing but waived that right. The Claimant, Clyde Witherspoon, appeared and offered oral argument in support of the claim. The proceedings were electronically recorded. A transcript of the hearing before the ALJ was not provided to the Commission by the Respondent.

### **SUMMARY OF THE EVIDENCE**

On behalf of the Commission, three exhibits were entered into the hearing record, as well as the file from the Office of Administrative Hearings containing the exhibits which were entered into evidence at the hearing before the ALJ.

The Respondent's Exceptions were admitted as REC Exhibit #2. The Respondent attached a total of twenty-seven new documents (new evidence) to her Exceptions. (Some of the twenty-seven documents had already been admitted into evidence, by the Commission, at the hearing before the ALJ.) The Commission treated Respondent's attachment of the new evidence to the Exceptions as a written request to introduce additional evidence pursuant to COMAR 09.01.03.09L, and, at the beginning of the hearing, allowed the Respondent to present oral argument as to whether the new evidence met the requirements of COMAR 09.01.03.09K:

#### **COMAR 09.01.03.09K.**

Additional evidence may not be introduced unless the party seeking to introduce it demonstrates to the satisfaction of the administrative unit that the new evidence:

- (1) Is relevant and material;
- (2) Was not discovered before the ALJ hearing; and
- (3) Could not have been discovered before the ALJ hearing with the exercise of due diligence.

After considering Respondent's arguments regarding the new evidence, the Commission concludes that she has not met her burden under COMAR 09.01.03.09K. Therefore, the Commission will not admit, nor will it consider, the new evidence. Specifically, the Commission

has concluded that the Respondent failed to demonstrate that any of the new evidence was relevant and material. The Commission also was not persuaded by Respondent's testimony that she did not have access to the new evidence until after the ALJ hearing because the documents were in her client's possession.

At the Exceptions hearing, the Respondent also attempted to dispute the ALJ's factual findings, in particular the ALJ's finding that the Respondent acted as the buyer's agent for the transaction at issue. The Respondent did not provide the Commission with a copy of the transcript of the hearing before the ALJ. The Respondent was notified by letter, dated July 21, 2016 that:

“ . . . . .

If the party filing exceptions is contesting the factual findings in the Proposed Order, that party must file with the Commission three (3) copies of the transcript of the hearing in OAH, Case No. DLR-REC-24-15-33279, which was heard before Administrative Law Judge Tameika Lunn-Exinor on January 14, 2016. All transcripts must be submitted to the Commission no less than ten (10) days before the scheduled argument hearing.

If the transcript is not received by the Commission at least ten (10) days prior to the hearing, the party will be bound by the factual findings in the Proposed Order, and may only argue that those factual findings do not support the legal conclusion reached.”

Accordingly, the Commission has not considered Respondent's arguments regarding the accuracy of the information contained in the Findings of Fact, including her assertion that she was not the buyer's agent for the transaction at issue.

### **FINDINGS OF FACT**

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

### **DISCUSSION**

At all relevant times, the Respondent was a real estate salesperson licensed by the Commission. FF 1.<sup>1</sup> The Respondent acted as the buyer's agent for Sir Charles Martin and

Martin Family Rentals, LLC (the Buyer) with respect to the property located at 3103 Good Hope Road, Temple Hills, Maryland (Property). FF1, FF4. On or about June 23, 2013, the Buyer made a written offer to the Claimant to enter into a Residential Contract of Sale (Contract) for the sale of the Property for \$20,000.00, with the condition of the property described as “as is”. FF4, FF5. The Respondent is listed as the buyer’s agent on the Contract, although she did not participate in the drafting or presentation of the offer. FF5. The Contract stated that settlement would occur on or before July 26, 2013. FF10.

The Contract required the Buyer to deliver an earnest money check (Deposit) in the amount of \$2,500.00 at the time of the offer, with the Deposit to be held in escrow by Gemini Title Company (Gemini). FF6. On or about June 23, 2013, the Buyer agreed to tender a deposit check (Check) with Gemini. FF7. The Check was made payable to Gemini, and was written on the account of Martin Family Rentals, LLC. Id. A copy of the signed Contract was e-mailed, with a copy of the Check attached, to Roxana Henderson, the Claimant’s listing agent (Listing Agent), on June 23, 2013, and a copy was sent to the Respondent. FF8. On June 25, 2013, the Claimant signed the Contract. FF11.

On July 8, 2013, the Listing Agent emailed the Respondent to inquire about the status of the closing. FF12. On July 9, 2013, the Buyer affirmed that the closing would take place on July 26, 2013. FF13. On July 25, 2013, the Listing Agent contacted Gemini to confirm that closing for the Property was scheduled for July 26, 2013, and was told that Gemini had no record of a scheduled settlement for the Property, no active file for the Property, and no ratified contract for the Property. FF14, FF16. On July 26, 2013, the settlement did not occur, and the Listing Agent emailed Respondent regarding her July 25th conversation with Gemini. FF15, FF16.

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<sup>1</sup> “FF” refers to the ALJ’s Findings of Fact.

Respondent's email response of July 26, 2013, indicated that the ratified contract had been sent to Gemini. FF17.

On July 29, 2013, the Buyer sent the Listing Agent a contract extension addendum that included a new settlement date of August 9, 2013, and the Claimant signed the addendum. FF18. On July 29, 2013, the Claimant requested that the Buyer pay the August condominium fees for the Property, and the Buyer agreed to pay the pro-rated fees. FF19. The Claimant's condominium fee was \$795.00 per month. FF20.

On August 9, 2013, settlement did not occur because the Buyer was waiting for condominium documents. FF21. On August 16, 2013, the Claimant paid \$250.00 to the condominium property manager for a condominium resale package, and on August 22, 2013, Gemini received the condominium resale package. FF22, FF23. On August 27, 2013, the Claimant requested confirmation from Gemini that settlement was scheduled for August 30, 2013. FF24. Gemini informed the Listing Agent that the Buyer was waiting to settle on another property before he would have the funds necessary to participate in settlement on the Property. FF25. Until this point, Claimant did not know that the Buyer needed to sell another property in order to close on the Property. FF26. On August 28, 2013, the Listing Agent sent an email to the Respondent requesting confirmation that the settlement date of August 30, 2013 was still valid. FF27. The same day, the Buyer sent an email to the Listing Agent confirming that he needed to sell another property in order to purchase the Property. FF28. The Buyer also requested a release if the Claimant could not wait for him to sell the other property. Id. Settlement did not occur on August 30, 2013. FF29.

On September 2, 2013, the Listing Agent sent the Respondent a contract extension addendum with a settlement date of September 13, 2013, and a request for the Buyer to pay

condominium fees for August and September 2013. FF30. On September 5, 2013, the Buyer signed the contract extension. FF31. Also on September 5, 2013, the Respondent told the Listing Agent that the Respondent was acting as listing agent on another property being sold by the Buyer and that there were title issues preventing him from proceeding to settlement on that property. FF32. The Respondent also acknowledged that the Buyer needed the cash from the sale of the other property to purchase the Property. Id.

On September 12, 2013, the Listing Agent informed Gemini that the Claimant wanted to sign a release to terminate the contract. FF33. The Listing Agent also inquired as to whether Gemini had received the Deposit. Id. Gemini never received the Deposit. FF34. On September 13, 2013, the settlement did not occur. FF35. On September 15, 2013, the Listing Agent sent a release signed by the Claimant to the Respondent, and requested that the Deposit be issued to the Claimant. FF36. The Buyer did not sign the release. FF37.

On September 27, 2013, the Listing Agent hand delivered the condominium resale package to the Respondent, rescinded the release, and sent a contract extension addendum to the Respondent stating that the final settlement date would be October 14, 2013. FF39. The Listing Agent also asked the Buyer to pay condominium fees for August, September and October. Id. The contract extension addendum was not signed by the Respondent or the Buyer. FF40. On October 9, 2013, the listing broker for the Property contacted the Buyer's broker to come to a resolution for closing on the Property. FF41. On October 14, 2013, the settlement did not occur. FF42.

On October 20, 2013, the Listing Agent sent the Respondent an updated resale certificate and a letter from the condominium's property management company. FF43. On October 21, 2013, the Listing Agent sent the Respondent the final release signed by the Claimant with a

request for the Deposit. FF44. The Buyer never signed the final release and the Claimant did not receive any money from Gemini, the Respondent or the Buyer. FF45.

On January 17, 2014, the Claimant filed a complaint with the Commission and a claim against the Fund. On September 18, 2015, the Commission issued a Statement of Charges and Order for Hearing against the Respondent. On December 11, 2015, the Commission issued an Amended Statement of Charges and Order for Hearing against the Respondent.

The Respondent was charged with violating Maryland Code Annotated, Business Occupations and Professions Article (BOP), §§ 17-322(b)(3), (b)(4), (b)(25), (b)(32), and (b)(33), which provide, in pertinent part:

(b) 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;

(4) intentionally or negligently fails to disclose to any person with whom the applicant or licensee deals a material fact that the licensee knows or should know and that relates to the property with which the licensee or applicant deals;

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

...  
(32) violates any other provision of this title;

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

The Respondent was also charged with violating BOP §§ 17-532(c)(1)(iv) and (vi), which provide, in pertinent part:

(c)(1) A licensee shall:

...  
(iv) treat all parties to the transaction honestly and fairly and answer all questions truthfully;

...

(vi) exercise reasonable care and diligence[.]

The Respondent was also charged with violating Code of Maryland Regulations (COMAR) 09.11.02.01C, 09.11.02.01D, and 09.11.02.02A, which provide, in pertinent part:

**.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.

D. The licensee shall make a reasonable effort to ascertain all material facts concerning every property for which the licensee accepts the agency, in order to fulfill the obligation to avoid error, exaggeration, misrepresentation, or concealment of material facts.

**.02 Relations to the Client.**

A. In accepting employment as an agent, the licensee shall protect and promote the interests of the client. This obligation of absolute fidelity to the client's interest is primary, but it does not relieve the licensee from the statutory obligations towards the other parties to the transaction.

Based on the evidence and testimony in this case, the Commission concludes that the Respondent's actions constitute violations of BOP §§ 17-322(b)(3), (4), (25), (32), (33), and 17-532(c)(1)(iv) and (vi), as well as COMAR 09.11.02.01C and COMAR 09.11.02.01D. The Commission concludes that the Respondent did not violate COMAR 09.11.02.02A, since that regulation delineates the Respondent's obligations to the client, and does not prescribe additional duties to non-clients beyond those duties already specified in the Real Estate Brokers Act (Brokers Act).

With respect to BOP § 17-322(b)(3), the Commission concludes that the Respondent willfully made a misrepresentation. The day before the initial settlement was scheduled to occur, the Listing Agent learned, after contacting Gemini, that Gemini had no active file for the Property and no ratified contract. The Listing Agent then sent an email to the Respondent. In



response, the Respondent sent an email to the Listing Agent indicating that the ratified Contract had been sent to Gemini. This statement was false, as the Principal of Gemini testified that a file was opened at Gemini on July 26, 2013, after the Listing Agent sent him the ratified Contract. In addition, the Respondent failed to mention in her email that the Check had not been sent to Gemini as required by the terms of the Contract. In her testimony before the ALJ, the Respondent asserted that she begged the Buyer to send the Check to Gemini, but that he refused to do so. Thus, she was aware of this fact but misrepresented the Buyer's status in her July 26, 2013, email to the Listing Agent. The Respondent also failed to mention the fact that the Buyer was waiting to settle on another property, for which the Respondent was acting as the listing agent, before he would have the cash required to purchase the Property. On September 5, 2013, the Respondent did finally tell the Listing Agent about the other property and the Buyer's reliance on the cash from the sale of the other property; however, she perpetuated her earlier misrepresentation by failing again to let the Listing Agent know that the Check had not been deposited with Gemini. Partial and fragmentary statements of fact, which create a misimpression because of non-disclosure of other facts, may constitute misrepresentation. *See Fowler v. Benton*, 229 Md. 571 (1962) (directed verdict inappropriate where property owner misled buyer by furnishing only partial and fragmentary statements about adequacy of septic system). In response to questions from the Commission's investigator regarding her lack of candor regarding the Check, the Respondent stated that she was "trying to get the deal to settlement." Thus, the Commission concludes that Respondent's misrepresentations regarding the status of the Check were willful. In willfully making misrepresentations, the Respondent failed to protect the public from fraud, misrepresentation, or other unethical practices in the real estate field and thus also violated COMAR 09.11.02.01C.

With respect to BOP § 17-322(b)(4), the Commission concludes that the Respondent intentionally failed to disclose material facts that the licensee knew and that related to the Property. The Respondent failed to disclose the fact that the Buyer's purchase of the Property was contingent on the sale of another property, and the fact that the Check had not been sent to Gemini. These facts were material, because a reasonable person would attach importance to them in determining his or her course of action in the transaction in question. *Ward Dev. Co. v. Ingraio*, 63 Md. App. 645, 655 (1985). For example, these facts would have indicated to the Claimant that the transaction was in danger of being delayed or terminated. Armed with this information, the Claimant may have decided to look for another buyer. The Commission concludes that the Respondent's actions were intentional, as she was "trying to get the deal to settlement".

With respect to BOP § 17-322(b)(25), the Commission concludes that the Respondent engaged in conduct that demonstrated bad faith, incompetency, or untrustworthiness and that constituted dishonest, fraudulent, or improper dealings. The Respondent exhibited bad faith through her misrepresentations and lack of candor regarding the Buyer's ability to consummate the transaction. This conclusion is buttressed by the fact that the Respondent commented to the Commission's investigator that her actions throughout the transaction were focused on keeping the deal alive, which indicates that she acted in bad faith in order to advance her own interest at the expense of the Buyer.

Similarly, the misrepresentations demonstrate the Respondent's untrustworthiness and dishonesty throughout the course of the transaction. The misrepresentations form the basis of the Commission's conclusion that the Respondent also violated BOP § 17-532(c)(1)(iv) by failing to treat the Buyer honestly and fairly and answer all the Buyer's questions truthfully.

The Commission concludes that the Respondent also violated BOP § 17-532(c)(1)(vi) and COMAR 09.11.02.01D by failing to exercise reasonable care and diligence and failing to make a reasonable effort to ascertain all material facts concerning the Property. The Respondent waited until two settlement dates had passed before informing the Listing Agent that the purchase of the Property was contingent on the sale of another property, which demonstrates her lack of reasonable care and diligence. Indeed, a review of the record, in particular the email exchanges between the Listing Agent, Buyer, and Gemini, makes it clear that Respondent failed to exercise diligence to ensure that her representations and her client's representations were not misleading. Instead, as noted by the Commission's investigator, she "assumed [the Buyer] would do the right thing", and did not demand that he send the Check to Gemini as required by the Contract. She also failed to exercise reasonable care and diligence by failing to submit the ratified Contract to Gemini. The Report of Investigation also makes clear that there was a lack of responsiveness and effective communication on the part of the Respondent throughout the transaction. The Respondent generally failed to make a reasonable effort to ascertain all material facts concerning the Property. More specifically, her lack of diligence in ensuring that settlement dates would be met and that her client was fulfilling the contractual terms led her to make misrepresentations regarding the ability of the Buyer to execute on the contract.

The violations of BOP § 17-532 and COMAR 09.11.02.01C-D result in the violation of §§ 17-322(b)(32)-(33), which prohibit a licensee from violating any other provision of the Brokers Act as well as any regulation adopted under the Brokers Act. For violations of BOP §§ 17-322(b)(3), (4), (25), (32), (33), and §§ 17-532(c)(1)(iv) and (vi), as well as COMAR 09.11.02.01C and COMAR 09.11.02.01D, the Respondent is subject to sanctions under BOP §

17-322(c), which permits the imposition of a penalty, not exceeding \$5,000 for each violation, instead of or in addition to reprimanding a licensee or suspending or revoking a license.

To determine the amount of the penalty to be imposed, BOP § 17-322(c) requires the Commission to consider the following:

- (1) the seriousness of the violation;
- (2) the harm caused by the violation;
- (3) the good faith of the licensee; and
- (4) any history of previous violations by the licensee.

The violations committed by the Respondent were very serious. The Respondent waited until two settlement dates had passed before informing the Claimant and Listing Agent that the Buyer needed to sell another property in order to generate enough cash to purchase the Property. The Respondent never informed the Claimant and Listing Agent that the Buyer had not submitted, and did not plan to submit, the Check as required by the Contract. These actions caused financial harm to the Claimant (FF 46), who was forced to delay settlement multiple times. The Respondent's conduct in regard to the Claimant very clearly lacked good faith. The Respondent had actual knowledge that the Buyer's ability to perform on the Contract was contingent on the sale of another property, and that the Buyer had not submitted the Check. The Respondent had actual knowledge that time was of the essence for the Claimant due to the multiple representations of this fact by the Listing Agent. Despite this knowledge, the Respondent chose to misrepresent the Buyer's ability to perform in order to, in her own words, "get the deal to settlement." As a countervailing factor, the Commission does note that the Respondent has had no prior violations. The Commission concludes, based on the above-cited factors, that the appropriate sanction is a civil penalty of \$2,500.00.

BOP § 17-404(a)(1) provides that a person may recover compensation from the Guaranty Fund for an actual loss. BOP § 17-404(a)(2) provides that a claim shall:

(i) be based on an act or omission that occurs in the provision of real estate brokerage services by:

1. a licensed real estate broker;
2. a licensed associate real estate broker;
3. a licensed real estate salesperson; or
4. an unlicensed employee of a licensed real estate broker;

(ii) Involve a transaction that relates to real estate that is located in the State; and

(iii) be based on an act or omission:

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.

The amount which may be recovered for any claim against the Guaranty Fund may not exceed \$50,000.00 for each claim. BOP § 17-404(b).

COMAR 09.11.01.18 provides that recovery from the Guaranty Fund is 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.” Actual monetary losses may not include commissions owed to a licensee of this Commission acting in his capacity as either a principal or agent in a real estate transaction, or any attorney’s fees the claimant may incur in pursuing or perfecting the claim against the guaranty fund.

Applying the elements of proof found in BOP § 17-404(b), the Commission concludes that the Respondent was a licensed real estate salesperson and the subject real estate transaction

related to real estate located in Maryland. The acts or omissions attributable to the Respondent were her misrepresentations and failure to disclose information to the Claimant. Those acts or omissions constituted the misrepresentation which is a required element or proof for recovery from the Guaranty Fund. The Claimant reasonably relied on the Respondent's misrepresentations and omissions when he postponed two settlement dates with the expectation that the Buyer was able to perform on the agreed-upon Contract.

The Commission finds that in relying on the misrepresentations and omissions of the Respondent, the Claimant suffered an actual loss of \$4,090.00. This amount includes the \$2,500.00 that should have been sent to Gemini, and condominium fees of \$795.00 for the months of August and September, which the Buyer agreed to pay on September 5, 2013. FF19, FF31.

#### **Conclusions of Law**

Based on the Findings of Fact and Discussion, the Commission concludes, as a matter of law, that:

1. The Respondent, Wendy Stein, violated BOP § 17-322(b)(3) by willfully making misrepresentations when she stated to the Listing Agent that the ratified contract had been submitted to the title company but failed to indicate that the earnest money check had not been submitted to Gemini and that the Buyer was not able to consummate the transaction without selling another property for which the Respondent was acting as listing agent.

2. The Respondent, Wendy Stein, violated BOP § 17-322(b)(4) by failing to disclose material facts to the Claimant that the Respondent knew and that related to the property for which the Respondent was acting as the buyer's agent when she failed to disclose to the Claimant or the Listing Agent that the earnest money check had not been submitted to the title

company and that the Buyer was not able to consummate the transaction without selling another property for which the Respondent was acting as listing agent.

3. The Respondent, Wendy Stein, violated BOP § 17-322(b)(25) by engaging in conduct that demonstrates bad faith when she exhibited a lack of candor with the Claimant and Listing Agent regarding her client's ability to consummate the transaction.

4. The Respondent, Wendy Stein, violated BOP § 17-532(c)(1)(iv) by failing to treat all parties to the transaction honestly and fairly and failing to answer all questions truthfully when she misrepresented the ability of her client to consummate the transaction.

5. The Respondent, Wendy Stein, violated BOP § 17-532(c)(1)(vi) by failing to exercise reasonable care and diligence when she failed to effectively and adequately communicate the status of her client's status and ability to settle on the property.

6. The Respondent, Wendy Stein, violated BOP § 17-322(b)(32) by violating BOP §§ 17-532(c)(1)(iv) and (vi).

7. The Respondent, Wendy Stein, violated COMAR 09.11.01.02C by failing to protect the public against misrepresentation in the real estate field when she misrepresented her client's ability to consummate the transaction to the Claimant and Listing Agent.

8. The Respondent, Wendy Stein, violated COMAR 09.11.02.01D by failing to make a reasonable effort to ascertain all material facts concerning the property when she failed to effectively and adequately apprise and communicate her client's status and ability to settle on the property.

9. The Respondent, Wendy Stein, violated § 17-322(b)(33) by violating COMAR 09.11.02.01C and COMAR 09.11.02.01D.

10. The Respondent, Wendy Stein, is subject to sanctions for her conduct pursuant to BOP § 17-322(c) and the Commission concludes that a civil penalty of \$2,500.00 is an appropriate penalty.

11. The Respondent, Wendy Stein, did not violate COMAR 09.11.02.02A.

12. The Claimant, Clyde Witherspoon, has established an actual loss due to the Respondent's misconduct in the amount of \$4,090.00 which is recoverable from the Maryland Real Estate Guaranty Fund pursuant to BOP § 17-404.

### **ORDER**

The Exceptions of the Respondent, Wendy Stein, having been considered, it is this 26th day of January, 2017 by the Maryland Real Estate Commission, **ORDERED!**

1. That the Respondent, Wendy Stein, violated BOP §§ 17-322(b)(3), (4), (25), (32) and (33); BOP §§ 17-532(c)(1)(iv) and (vi); and COMAR 09.11.02.01C and 09.11.02.01D;
2. That the Respondent, Wendy Stein, did not violate COMAR 09.11.02.02A;
3. That the Respondent, Wendy Stein, shall be assessed a civil penalty in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)** which shall be paid to the Real Estate Commission within thirty (30) days of the date of this Order;
4. That the Claimant, Clyde Witherspoon, be reimbursed from the Maryland Real Estate Guaranty Fund in the amount of **Four Thousand Ninety Dollars (\$4,090.00)**;
5. That all real estate licenses held by the Respondent, Wendy Stein, shall remain revoked and the Respondent shall not be eligible to apply for any real estate license until the civil penalty is paid in full, and the Maryland Real Estate Guaranty Fund is reimbursed, including any interest that is payable under the law; and



6. That the records and publications of the Maryland Real Estate Commission reflect this decision.

MARYLAND REAL ESTATE COMMISSION

SIGNATURE ON FILE

By: \_\_\_\_\_

**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.

CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
FIRST CLASS MAIL

January 26, 2017

Wendy E. Stein  
Keller Williams Preferred Properties  
9701 Apollo Drive, Suite 102  
Upper Marlboro, Maryland 20774

Clyde Witherspoon  
2704 Deer Ridge Drive  
Silver Spring, Maryland 20904

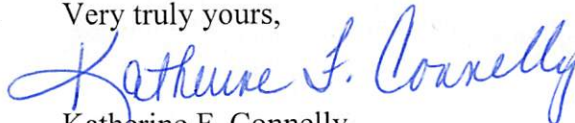
**RE: MREC vs. Wendy Stein and Claim of Clyde Witherspoon against the  
Maryland Real Estate Guaranty Fund  
Case No. 335-RE-2014 GF**

Dear Ms. Stein and Mr. Witherspoon:

Enclosed is your copy of the Final Order of the Commission, issued in **MREC vs. Wendy Stein and Claim of Clyde Witherspoon against the Maryland Real Estate Guaranty Fund**, which was heard by a panel of Commissioners on November 16, 2016.

Any person aggrieved by a final decision of the Commission in a contested case may take an appeal as allowed in §10-222 of the State Government Article. Procedures for appeal are those set forth in Maryland Rule 7-201 et seq. You have 30 days from the date of this letter to file a petition for judicial review in a Circuit Court. Please note that Maryland Rule 7-206 provides for the cost of preparing a transcript to be paid by the appellant.

Very truly yours,



Katherine F. Connelly,  
Executive Director

KFC/bai

Enclosures: Final Order  
cc: file