

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE COMMISSION *

v. *

JULAINÉ HOLIHAN *
Respondent

And * CASE NO. 2013-RE-136
* OAH NO. DLR-REC-24-14-02302

CLAIM OF JEANINE NUTTER *
AGAINST THE MARYLAND REAL *
ESTATE GUARANTY FUND *
* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law, and Recommended Order of the Administrative Law Judge dated November 3, 2014, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 22 day of January 2015

ORDERED,

A. That the Findings of Fact in the recommended decision be, and hereby are, ADOPTED;

B. That the Conclusions of Law in the recommended decision be, and hereby are, ADOPTED;

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

ORDERED that all real estate licenses held by the Respondent Julaine Holihan be REVOKED;

ORDERED that the claim of Jeanine Nutter against the Maryland Real Estate Guaranty Fund be DENIED; and

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 order must be amended to include the provision that all real estate licenses held by the Respondent Julaine Holihan shall be revoked. Additionally, the recommended order must be amended to reflect that the claim of Jeanine Nutter against the Guaranty Fund is denied.

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.

SIGNATURE ON FILE

Maryland Real Estate Commission

MARYLAND REAL ESTATE

* BEFORE DEBORAH H. BUIE,

COMMISSION

* AN ADMINISTRATIVE LAW JUDGE

And

* OF THE MARYLAND OFFICE OF

JEANINE NUTTER,

* ADMINISTRATIVE HEARINGS

THE CLAIMANT

* OAH CASE No.: DLR-REC-24-14-02302

v.

* MREC FILE No: 2013-RE-136

JULAINÉ HOLIHAN,

*

THE RESPONDENT

*

* * * * *

RECOMMENDED DECISION

STATEMENT OF THE CASE
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FINDINGS OF FACT
DISCUSSION
CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On or about November 4, 2012, Jeanine Nutter (Claimant) filed a complaint with the Maryland Real Estate Commission (REC), an administrative unit of the Department of Labor, Licensing and Regulation (DLLR), against Julaine Holihan (Respondent), a licensed real estate salesperson, as well as a claim for reimbursement (the Claim) from the Maryland Real Estate Guaranty Fund (the Fund) for losses the Claimant allegedly incurred as a result of the Respondent’s misconduct. On January 2, 2014, the REC issued a Statement of Charges and Order for Hearing against the Respondent and authorized the Claimant to proceed with her claim against the Fund.

On July 8 and August 14, 2014, I conducted a hearing at the Department of Agriculture, 50 Harry S. Truman Parkway, Annapolis, Maryland. Md. Code Ann., Bus. Occ. & Prof. § 17-324 (2010 & Supp. 2014) (Business Occupations Article). Peter Martin, Assistant Attorney General, represented the REC. Kris King, Assistant Attorney General, represented the Fund. The Claimant and the Respondent each represented themselves.

The Administrative Procedure Act, the procedures for Administrative Hearings of the Office of the Secretary of the DLLR, the procedures for Hearings of the Commission, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§10-201 through 10-226 (2009 & Supp. 2014); Code of Maryland Regulations (COMAR) 09.01.02, 09.01.03, 09.11.03; and COMAR 28.02.01.

ISSUES

1. Did the Respondent violate the following sections of the Business Occupations Article: 17-322(b)(3) (directly or through another person willfully make a misrepresentation or knowingly make a false promise); (22) (fail to account for or to remit promptly money that came into her possession but belonged to another person); (25) (engage in conduct that demonstrates bad faith, incompetency, untrustworthiness or that constitutes dishonest, fraudulent or improper dealings), (32) (violate other provisions of this subtitle) and (33) (violate any regulation adopted under this title or any provision of the code of ethics)?
2. Did the Respondent violate COMAR 09.11.02.01C and H (Code of Ethics regarding relations to the public) and/or COMAR 09.11.02.02-A (Code of Ethics regarding protecting and promoting the interests of the client)?
3. Did the Respondent violate COMAR 09.11.01.07 regarding her failure to maintain adequate records of all real estate transactions?

4. If the Respondent committed the alleged violations or engaged in the alleged conduct, what sanction is appropriate under section 17-322(b) and/or (c) of the Business Occupations Article?
5. Did the Claimant sustain an “actual loss” compensable by the Fund as the result of an act or omission of the Respondent within the meaning of Business Occupations § 17-404(a), and if so, the amount of the award?

SUMMARY OF THE EVIDENCE

Exhibits

The Claimant submitted the following documents, which I admitted into evidence as the following numbered exhibits, unless indicated otherwise:

1. June 4, 2013 E-mail from Claimant to REC amending claim, with attachments
2. Photo of 102 Ventnor Terrace, Dundalk, MD (the Property)
3. March 2013 photo of Property’s front yard¹
4. September 2012 photo of front porch
5. March 2013 photo of front porch
6. September 2012 photo of dining room
7. March 2013 photo of dining room
8. March 2013 photo of dining room floor
9. September 2012 photo of living room
10. March 2013 photo of living room
11. September 2012 photo of kitchen
12. Not Admitted
13. March 2013 photo of kitchen wall

¹ All of the photographs presented by the Claimant are represented to be of the Property.

14. March 2013 photo of kitchen wall
15. September 2012 photo of bathroom
16. March 2013 photo of bathroom
17. September 2012 photo of stairs
18. March 2013 photo of bedroom
19. March 2013 photo of bedroom wall
20. March 2013 photo of bedroom
21. Not Admitted
22. March 2013 photo of bedroom door frame
23. March 2013 photo of bedroom door frame
24. March 2013 photo of bedroom
25. March 2013 photo of bedroom
26. March 2013 photo of bedroom
27. March 2013 photo of bedroom

The REC submitted the following documents, which I admitted into evidence as the following numbered exhibits:

1. Notice of Hearing, dated May 7, 2014, with Statement of Charges and Order for Hearing, dated January 2, 2014 attached
2. Licensing History of Respondent
3. Report of Investigation, completed June 13, 2013
4. October 23, 2012 E-mail from Respondent to Claimant
5. October 24-25, 2012 E-mails between Claimant, tenant and Respondent
6. October 29 and 31, 2012 E-mails between Broker Mahaffey and Claimant
7. July 7, 2014 E-mail from Heggie-Key Realty, Inc. to Claimant

8. March 1, 2013 texts between Claimant and Respondent
9. October 31, 2012 letter from Broker Mahaffey to Respondent
10. June 9, 2014 fax to REC from Respondent
11. Respondent's handwritten notes re: Property

The Respondent submitted the following documents, which I admitted into evidence as the following numbered exhibits, unless indicated otherwise:

1. September 28, 2012 text message between the Claimant and Respondent
2. Not Admitted

Testimony

The REC presented the testimony of the Claimant, Cherie Crossman, Michelle McCartin, Diane Mahaffey, and Jennifer Grimes, Investigator. The Claimant testified on her own behalf. The Respondent testified on her own behalf.

FINDINGS OF FACT

After considering the evidence presented, I find the following facts by a preponderance of the evidence:

1. At all relevant times, the Respondent has been a licensed real estate salesperson.
2. On August 11, 2012, the Claimant met with the Respondent to discuss property management of the Property. The Claimant's daughter was residing in the basement and the Claimant was seeking to rent the two upper floors, which consisted of three bedrooms. The Claimant had been referred to the Respondent by the Respondent's father who was formerly known in the community as a property manager.
3. At the meeting on August 11, 2012, the Respondent presented a Keller Williams business card with her name on it. The broker's name was identified as American Premier Realty.

4. The Respondent was not authorized to engage in property management under the Keller Williams name.

5. During the meeting, the Respondent's duties as property manager were discussed. The parties agreed that the Respondent would be responsible for advertising the Property, screening tenants (including establishing credit worthiness), and collecting monthly rent in the amount of \$800.00. The Claimant also made it clear the tenants would be required to put the gas/electric account in their own name. The Respondent was to receive one-half of the first month's rent and ten percent of each month rent thereafter. No pets or smoking were to be permitted.

6. The Claimant verbally authorized the Respondent to lease and manage the Property. The property management agreement between the parties was not put in writing.

7. The Respondent failed to advise the Claimant that she had no authority to offer property management services under the Keller Williams name, and the Claimant would not have employed the Respondent had she known her property management services were not being provided by Keller Williams.

8. The Respondent advertised the Property on Craigslist.

9. On September 23, 2012, the Claimant visited the Property and inside there was unknown personal property. She contacted the Respondent; the Respondent told her that she had allowed people to whom she was intending to rent the Property to start bringing items inside.

10. On September 30, 2012, the Claimant visited the Property once again. The new tenant, John Cole was present and told the Claimant he had received the key from the Respondent and he and his wife had moved in. Mr. Cole would not permit the Claimant to enter. The Claimant heard a dog barking inside.

11. The next day, on October 1, 2012, the Respondent gave the Claimant a six-month lease that had been signed by the Coles on September 22, 2012. The terms stated that the monthly rent was \$799.00 and a security deposit in the amount of \$799.00 was required with the lease ending after March 30, 2013. The Respondent gave the Claimant a check for \$350.00 for the October rent. The Respondent had deducted \$50.00 for a county rental registration fee and \$400.00 as her placement fee. The check was written on the Respondent's personal account.

12. The Claimant was very upset with the way the Respondent had handled things; that is, not conferring with her and letting the tenants move in without paying anything. She expressed her dismay with the Respondent and the Respondent simply told her she might as well stop complaining because the Coles had established tenancy.

13. On October 4, 2012, the Claimant received two money orders totaling \$800.00 representing the security deposit. The Claimant never received rent for the period of time in September that the tenants resided in the Property.

14. Because she had heard a dog barking when she visited the Property, on October 10, 2012, the Claimant engaged the services of an exterminator to treat the Property. Several pets (dogs, cats and other caged animals) were found. The Claimant asked the Respondent to evict the tenants. The Respondent refused.

18. On October 11, 2012, the Respondent provided the Claimant with a mostly blank property management agreement. It included the Respondent's name and the date of November 6, 2011 and nothing else.

19. After receiving this property management agreement, the Claimant became even more concerned because it did not say Keller Williams on it, besides the fact that it was mostly blank with an odd date on it. The Claimant asked her sister to make an inquiry with the local Keller Williams agency because her sister was acquainted with the staff.

20. The broker at Keller Williams American Premier Realty, Diane Mahaffey, spoke with the Claimant's sister on October 24, 2012. After learning of the Respondent's actions, she reached out to the Respondent for an explanation. The Respondent told her broker the matter was none of her business. Two days later, on October 26, 2012, Ms. Mahaffey sent the Respondent's license back to the REC, terminating her relationship with her.

20. The Respondent failed to keep the Claimant timely and adequately informed regarding problems with the tenants and how she was addressing them, particularly on the very important issues of the unauthorized pets and the gas/electric account. The Respondent had not performed a credit worthiness inquiry on the tenants.

21. The Coles had previously been evicted, in November 2011. The Claimant would not have agreed to a lease agreement with the Coles if she had known they had been evicted from their last rental obligation.

22. The Respondent failed to keep the Coles' security deposit in an escrow or trust account; she deposited those funds into her personal account and commingled that money with other personal or business deposits.

23. On October 24, 2012, the Respondent informed the Claimant that she would no longer manage the Property. Thereafter, the Claimant collected the rents for November and December 2012, as well as January 2013.

24. The Claimant did not receive rent for February 2013; she pursued repossession of the Property in housing court. On March 4, 2013, she was awarded a judgment in the amount of \$1,637.95 for rent due for the months of February and March 2013. During this process, the Claimant contacted the Respondent asking for the tenants' social security numbers necessary to collect the judgment in a small claims court filing. The Respondent offered to provide the numbers if the Claimant would not pursue a REC complaint against her. The Claimant declined

the offer and was consequently never able to file a claim to collect payment of the two months rent.

25. The tenants damaged the Property. The Property had been freshly painted and cleaned before their tenancy; however, when they moved out in March 2013, there were holes in the walls, the carpets were dirty and the overall condition was poor.

26. On or about November 4, 2012, the Claimant filed a Complaint against the Respondent and a Claim against the Fund.

27. In April 2013, the Commission assigned the Complaint to its investigator, Jennifer Grimes. Ms. Grimes communicated with the Claimant, the Respondent and Broker Mahaffey at Keller Williams American Premier Realty.

28. The Respondent told Ms. Grimes that there was a written property management agreement with the Claimant that but it was destroyed in Hurricane Sandy. The Respondent also told Ms. Grimes she had a copy of the receipt she gave the Coles for their cash payment of the first month's rent and she would forward it to her. Ms. Grimes made several follow-up e-mails to the Respondent for a copy of the receipt but the Respondent did not reply. Over one year later, in June 2014, the Respondent faxed two receipts to Ms. Grimes, one dated September 22, 2012 for \$800.00 and the other dated October 2, 2012 also for \$800.00.

29. Based on the results of Ms. Grimes' investigation, on January 2, 2014, the Commission issued its Charges against the Respondent.

30. The Claimant is seeking payment for lost wages, February and March 2013 rent, trash removal, pain and suffering, extermination costs and a sundry list of miscellaneous expenses. None of the monetary losses she seeks to recover are sufficiently connected to the originating transaction between her and the Respondent.

31. The Claimant suffered no actual loss.

DISCUSSION

The REC has charged that the Respondent violated several statutory sections of the Business Occupations Article regarding untrustworthiness, poor accounting, and improper handling of a client's money, as well as several provisions of the Code of Ethics, as set forth below. If proven, these violations can result in disciplinary action, including revocation and imposition of a civil penalty. Section 17-322 of the Business Occupations Article provides, in pertinent part:

**§ 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 make a misrepresentation or knowingly make a false promise;

...

(22) fails to account for or to remit promptly any money that comes into the possession of the licensee but belongs to another person;

...

(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; . . .

(c) *Penalty.* --

(1) Instead of or in addition to reprimanding a licensee or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding \$ 5,000 for each violation.

(2) To determine the amount of the penalty imposed, the Commission shall consider:

- (i) the seriousness of the violation;
- (ii) the harm caused by the violation;
- (iii) the good faith of the licensee; and
- (iv) any history of previous violations by the licensee.

Md. Code Ann., Bus. Occ. § 17-322 (2010).

Additionally, Maryland regulations include a Code of Ethics for real estate professionals. That code requires licensees to protect the public against fraud, misrepresentation, or unethical practices, and to endeavor to eliminate practices that could be damaging to the public or the integrity of the profession. COMAR 09.11.02.01C. Under the Code of Ethics, real estate professionals are also required to ensure that obligations and commitments regarding real estate transactions are in writing, expressing the exact agreement. COMAR 09.11.02.01H. Also, in accepting employment as an agent, a licensee has an absolute obligation to protect and promote the interests of the client. COMAR 09.11.02.02. Finally, general regulations mandate that licensee maintain adequate records of all real estate transactions engaged in by them as brokers or salespersons. COMAR 09.11.01.07.

The Claimant testified that the Respondent never provided her with a written property management agreement and she also contended that the Respondent failed to uphold her obligation to find a tenant who had been properly screened. The Claimant also testified that when she expressed her unhappiness with how the Respondent was handling the property management, she was told to just take the money because the tenants had established tenancy. There is no dispute that the security deposit and October rent was provided to the Claimant; however, the Respondent gave the rent money to the Claimant out of her personal bank account.

The Respondent acknowledges that she did not establish an escrow account as is required by the regulations. At the hearing, she was vague about whether there was a written property management agreement but there is no dispute that she never produced one, either for the REC investigator nor at the hearing. She testified that it was the Claimant's unreasonable demands associated with the gas/electric issue that led her to abruptly terminate her relationship with the Claimant.

With regard to the regulatory charges brought by the REC, the burden of proof is by a preponderance of the evidence. Md. Code Ann., State Gov't § 10-217 (2009). It rests with the REC as the moving party. *Commissioner of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996).

In this case, there is no allegation of theft, fraud or embezzlement. The REC argued that the Respondent acted with untrustworthiness and in bad faith; misrepresented that she was affiliated with Keller Williams; failed to provide the required documents in writing; and failed to maintain adequate records of collected rents. I find that the evidence is overwhelmingly persuasive that the Respondent is in violation of the charges. Most persuasive is the Respondent's own wavering, vague and meaningless testimony, all of which was completely unsupported by documentation. She claimed to have created a written property management agreement but it was destroyed in a hurricane. Her testimony lacked specificity at every turn. Her vague assertions related to the manner in which she conducted these transactions for the Claimant is not consistent with what would be expected from an experienced salesperson. In addition, her attempt to provide receipts to represent an appropriate accounting of the rent received is also not credible. The receipts were faxed to the REC a few months before the scheduled hearing and cannot be authenticated as to when they originated.

Based on my analysis, I conclude that the REC has met its burden of establishing the charged violations. The Respondent demonstrated bad faith, dishonesty and untrustworthiness throughout her dealings with the Claimant in violation of sections 17-322(b)(3) and (25). She also failed to account for rental money that came into her possession but belonged to the Claimant; that is, she did not place money in escrow account in violation of section 17-322(b)(22).

Further, I conclude that the Respondent violated the Code of Ethics as set forth in COMAR 09.11.02.01C, by failing to ensure the protection of the public from misrepresentation and unethical practices, while holding herself out as affiliated with an established broker when in actuality, she was not. In addition, the Respondent violated the Code of Ethics as set forth in COMAR 09.11.02.01H, by failing to protect the Claimant by ensuring that financial obligations and commitments were in writing and that those writings expressed the exact agreement of the parties. The Respondent also violated the Code of Ethics as set forth in COMAR 09.11.02.02A, by failing to protect and promote the interests of the Claimant causing her to endure the tenancy of tenants who did not have a good rental history and who were financially incapable of keeping up with the rent.

The REC recommended revocation of her license.² Based on the Respondent's actions, I find that revocation of her license is reasonable in this case. Ultimately, during her closing remarks, the Respondent acknowledged that she could have handled the transaction better. Fortunately, only a short period of time elapsed (one month) before the Claimant sought to intervene by contacting the broker at Keller Williams.

Section 17-404(a) governs claims brought against the Fund and sets forth, in pertinent part, the following criteria that must be established by a claimant to obtain an award:

² The REC did not recommend a fine.

§ 17-404. Claims against Guaranty Fund.

(a) *In general.*-(1) Subject to the provisions of this subtitle, a person may recover compensation from the Guaranty Fund for an actual loss.

(2) 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.

(b) *Limitation on recovery.* - The amount recovered for any claim against the Guaranty Fund may not exceed \$50,000 for each claim.

Md. Code Ann., Bus. Occ. & Prof. § 17-404(a), (b) (Supp. 2014). *See also* COMAR 09.11.03.04.

The REC shall order payment of a valid claim from the Guaranty Fund for actual monetary losses suffered by a claimant not to exceed \$50,000. Md. Code Ann., Bus. Occ. & Prof. § 17-410(a), (b) (Supp. 2014); COMAR 09.11.01.18.

It is undisputed that the Respondent was a licensed salesperson involved in a transaction relating to real estate (the Property) located in this state. Thus the claim meets the first two of the three parts of the law necessary to recover a claim against the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(1) and (2)(i)&(ii) (Supp. 2014).

The Respondent acted as property manager under the brokerage of Keller Williams; however, she was not authorized by her broker to conduct property management services. She

allowed tenants to occupy the Property without a signed lease and did not oversee their tenancy. Accordingly, I find her actions constitute an act of obtaining money by misrepresentation. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a) (Supp. 2014). Thus the claim meets the third part of the three parts of the law necessary to recover a claim against the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a)(1) and (2)(i)&(ii) (Supp. 2014).

With respect to claims against the Fund, COMAR 09.11.03.04 further provides as follows:

.04 Claims Against the Guaranty Fund.

A. A guaranty fund claim shall be based on the alleged misconduct of a licensee.

B. For the purpose of a guaranty fund claim, misconduct:

(1) Is an action arising out of a real estate transaction involving real estate located in this State which causes actual loss by reason of theft or embezzlement of money or property, or money or property unlawfully obtained from a person by false pretense, artifice, trickery, or forgery, or by reason of fraud, misrepresentation, or deceit;

(2) Is performed by an unlicensed employee of a real estate broker or by a duly licensed real estate broker, associate broker, or salesperson; and

(3) Involves conduct for which a license is required by Business Occupations and Professions Article, Title 17, Annotated Code of Maryland.

COMAR 09.11.01.18 provides further:

The amount of compensation recoverable by a claimant from the Real Estate Guaranty Fund, pursuant to Business Occupations and Professions Article, Title 17, Subtitle 4, Real Estate Guaranty Fund, Annotated Code of Maryland, shall be 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.

The Claimant bears the burden of proof in this proceeding against the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-407(e). In this case, the Claimant seeks \$7,960.80. The Claimant

provided a list of items for which she is seeking payment. The Fund argued, and I must agree, that the Claimant has not established losses of which the regulation anticipates. For example, the Claimant requested lost wages for having to go to housing court in February 2013, and gasoline for having to drive around performing various duties associated with getting the tenants removed. The Claimant also listed non-payment of rent for April, May, and June 2013 because the bed bugs that were found after the Coles moved took three months to clean, time during which she could not rent the Property. In addition, the Claimant seeks to be awarded money for February and March 2013 even though she has already obtained a civil judgment.

The damages sought by the Claimant are consequential to the property management agreement she had with the Respondent and not a direct loss from the originating transaction. In addition, I note that the Respondent only performed property management for the Claimant for one month; thereafter, the Claimant assumed the responsibility for collecting rent on her own and so the breaches that occurred between the Claimant and her tenant were far removed from the onset of the transaction.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Respondent violated section 17-322(b)(3), (25), (31), (32) and (33) of the Business Occupation Article. Additionally, the Respondent violated the Code of Ethics as set forth in COMAR 09.11.02.01C and H, and COMAR 09.11.02.02A, as well as COMAR 09.11.01.07. Therefore, she is subject to sanctions under section 17-322(b) of the Business Occupations Article.

I further conclude as a matter of law that an appropriate sanction in this case is revocation of the Respondent's real estate salesperson's license. Md. Code Ann., Bus. Occ. & Prof. § 17-322(b)(2010).

I further conclude as a matter of law that the Claimant is not entitled to an award from the Guaranty Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-407; COMAR 11.09.01.18 and 09.11.03.04.

RECOMMENDED ORDER

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

ORDER that the real estate broker's salesperson of Julaine Holihan, registration number 05-576614, be revoked; and

NOT Award to the Claimant funds from the Guaranty Fund; and

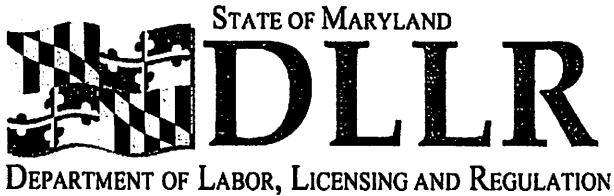
ORDER that the records and publications of the Maryland Real Estate Commission reflect its final decision.

November 3, 2014
Date Decision Mailed

DHB/emh
#152071

SIGNATURE ON FILE

Deborah H. Buie
Administrative Law Judge



DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
MARYLAND REAL ESTATE COMMISSION
500 North Calvert Street
Baltimore, MD 21202

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
FIRST CLASS MAIL

January 22, 2015

Ms. Jeanine Nutter
820 Galway Garth
Arnold, Maryland 21012

Ms. Julaine PW Holihan
Cornerstone Real Estate
1441 Light Street
Baltimore, Maryland 21230

**RE: MREC vs. Julaine Holihan and Claim of Jeanine Nutter against the Maryland Real Estate Guaranty Fund
Case No. 136-RE-2013 GF**

Dear Ms. Nutter and Ms. Holihan:

Enclosed are your copies of the Proposed Order of the Commission issued in **MREC vs. Julaine Holihan and Claim of Jeanine Nutter against the Maryland Real Estate Guaranty Fund** heard by an Administrative Law Judge on July 8 and August 14, 2014.

The Claimant(s) and/or Respondent(s) have the right to file Exceptions to the Proposed Order and to present Arguments to the Commission. Written exceptions to the Proposed Order or a Request to Present Arguments must be filed with the Commission within 20 days of the postmark date of this letter enclosing the Proposed Order.

Should the Claimant(s) and/or Respondent(s) fail to make his and/or their Exceptions and Request to Present Arguments known to the Commission within the time specified, the Proposed Order of the Commission shall be deemed final 20 days after the postmark date on this letter and attached Proposed Order. An appeal of the Proposed Order must be filed within 30 days of the date on which the Proposed Order becomes final and may be sought in the Circuit Court of Maryland in the county in which the applicant for judicial review resides or has his principal place of business, or in the Circuit Court for Baltimore City. For more detailed information on the appeal process, please see Section 10-222, State Government Article, Annotated Code of Maryland and Maryland Rules of Procedure 7-200 through 7-210. You should also be aware that in the event you decide to file an appeal, you will be responsible for obtaining and paying for a copy of the transcript of the hearing before the Office of Administrative Hearings. You should contact the Office of Administrative Hearings to determine which reporting service will be able to provide you with the transcript.

Sincerely,


Katherine F. Connelly
Executive Director

KFC/bai
Enclosure: Copy of Proposed Order

PHONE: 410-230-6200 • FAX 410 333 0023 EMAIL: mrec@dllr.state.md.us • INTERNET: www.dllr.maryland.gov

MARTIN O'MALLEY, GOVERNOR • ANTHONY G. BROWN, LT. GOVERNOR • LEONARD J. HOWIE III, SECRETARY