

**FINAL ORDER**

1/20/12

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL  
ESTATE COMMISSION

MARYLAND REAL ESTATE  
COMMISSION

\*

v.

\* CASE NO. 2010-RE-356GF

DOLETA BRADLEY  
Respondent

\* OAH NO. DLR-REC-24-10-30995

\*

And

\*

CLAIM OF ALONZO ANGEVINE  
AGAINST THE MARYLAND  
REAL ESTATE COMMISSION  
GUARANTY FUND

\*

\*

\*

\* \* \* \* \*

OPINION AND FINAL ORDER

This matter came before the Maryland Real Estate Commission (“Commission”) for argument on Exceptions filed by the Respondent, Doleta Bradley, to the Proposed Order of February 16, 2011. On January 20, 2011, Administrative Law Judge Ann C. Kehinde (“ALJ”) filed a Recommended Decision and Order in which she recommended that the Maryland Real Estate Commission Guaranty Fund (“Fund”) award the Claimant, Alonzo Angevine the sum of \$1,618.79 and that the Respondent, Doleta Bradley, be required to reimburse that amount plus interest to the Commission.

On February 16, 2011, the Commission issued a Proposed Order that affirmed the ALJ’s Findings of Fact; approved the ALJ’s Conclusions of Law; adopted the ALJ’s Recommended Order; and ordered that the records, files and documents of the Maryland Real Estate Commission reflect that decision.

The Respondent, Doleta Bradley, filed Exceptions to the Proposed Order on or about April 13, 2011.

A hearing was held by a panel of the Commission on September 21, 2011. Peter Martin, Assistant Attorney General, represented the Commission. The Respondent, Doleta Bradley, did not appear for the hearing despite proper notice. The proceedings were electronically recorded.

### **SUMMARY OF THE EVIDENCE**

On behalf of the Commission, six exhibits, as well as the Office of Administrative Hearings' file containing exhibits which were introduced at the hearing before the ALJ, were entered into evidence. A transcript of the ALJ's hearing was not provided by the Respondent.

### **PRELIMINARY MATTERS**

On February 16, 2011, the Commission forwarded a letter enclosing a copy of the Commission's Proposed Order in this case to the Respondent, Doleta Bradley, at P. O. Box 221, White Plains, Maryland 20695. A copy of the letter and the Proposed Order was also mailed to the Claimant, Alonzo Angevine at 6807 Leyte Drive, Oxon Hill, Maryland 20745. On March 4, 2011, the Proposed Order, as well as a cover letter, was again mailed to the Respondent at P. O. Box 221, White Plains, Maryland 20695 because the address for the Claimant was incorrect on the February 16, 2011 letter. The Respondent responded to this correspondence by filing Exceptions to the Proposed Order on or about April 13, 2011. The envelope in which she mailed her Exceptions indicates her return address to be P. O. Box 221, White Plains, MD 20695. On April 26, 2011, the

Commission sent a letter to the Respondent, at P. O. Box 221, White Plains, Maryland 20695, informing her that:

“. . . the Maryland Real Estate Commission has scheduled a hearing to allow argument on the exceptions for Wednesday, September 21, 2011, at 1:30 p.m. The hearing will take place at 500 N. Calvert Street, Third Floor Conference Room, Baltimore, Maryland 21202.

. . . .  
If the excepting party fails to appear within fifteen minutes of the scheduled time for the hearing, its exceptions will be dismissed absent extenuating circumstances.”

The letter was sent by first class mail as well as return receipt requested. The first class mail was not returned to the Commission. The respondent did not appear on September 21, 2011 for the scheduled hearing on her Exceptions nor did she present any extenuating circumstances to explain her absence. The Commission waited until 2:47 p.m. before commencing the hearing in Ms. Bradley’s absence. Assistant Attorney General Martin moved that Ms. Bradley’s Exceptions be dismissed due to her failure to appear for the Exceptions’ hearing within fifteen minutes of the time scheduled for the hearing. Due to Ms. Bradley’s failure to appear for the scheduled hearing on her Exceptions, despite proper notice of the hearing, and, in accordance with Code of Maryland Regulations (“COMAR”) 09.11.03.01F, which provides that:

“The panel may dismiss an appeal without holding a hearing if the person who filed exceptions to the proposed order fails to appear at the scheduled time after receiving proper notice.”

the Commission dismissed Ms. Bradley’s Exceptions.

#### **CONCLUSIONS OF LAW**

The Exceptions filed by the Respondent, Doleta Bradley, on or about April 13, 2011 having been dismissed in accordance with COMAR 09.11.03.01F, the Commission

concludes, as a matter of law, that the Proposed Order of the Commission of March 7, 2011 shall be deemed the Final Order of the Commission.

It is this 19th day of December, 2011, by the Maryland Real Estate Commission, **ORDERED:**

1. That the Commission's Proposed Order of March 7, 2011 shall be deemed the Final Order of the Commission in this matter; and
2. 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.

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE  
COMMISSION

V.

DOLETA BRADLEY  
RESPONDENT

AND

CLAIM OF ALONZO ANGEVINE  
AGAINST THE MARYLAND  
REAL ESTATE COMMISSION  
GUARANTY FUND

\* BEFORE ANN C. KEHINDE,  
\* ADMINISTRATIVE LAW JUDGE,  
\* OF THE MARYLAND OFFICE OF  
\* ADMINISTRATIVE HEARINGS  
\* OAH No: DLR-REC-24-10-30995  
\* REC CASE NO: 2010-RE-356  
\*

\* \* \* \* \*

**PROPOSED ORDER**

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated January 20, 2011, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 16<sup>th</sup> day of February, 2011,

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

**SIGNATURE ON FILE**

Date

2/16/11

By:

Anne S. Cooke, Commissioner

MARYLAND REAL ESTATE  
COMMISSION

v.

DOLETA BRADLEY,  
RESPONDENT

and

CLAIM OF ALONZO ANGEVINE,  
CLAIMANT

AGAINST THE MARYLAND REAL  
ESTATE COMMISSION GUARANTY  
FUND

\* BEFORE ANN C. KEHINDE,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE OF  
\* ADMINISTRATIVE HEARINGS  
\* OAH CASE No.: DLR-REC-24-10-30995  
\* MREC FILE No: 2010-RE-356

\* \* \* \* \*

**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 or about February 25, 2010, Alonzo Angevine (Claimant) filed a claim with the Maryland Real Estate Commission Guaranty Fund (Guaranty Fund), an administrative unit of the Department of Labor, Licensing and Regulation (DLLR), against Doleta Bradley (Respondent), a licensed real estate agent. On July 27, 2010, the REC issued a Statement of Charges and Order for Hearing against the Respondent.

On October 22, 2010, I conducted a hearing at the Office of Administrative Hearings (OAH), 11101 Gilroy Road, Hunt Valley, Maryland.<sup>1</sup> Md. Code Ann., Bus. Occ. & Prof. § 17-324 (2010) (Business Occupations Article). The Claimant represented himself. Kris King, Assistant Attorney General, represented the Guaranty Fund. The Respondent represented herself.

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 Office of Administrative Hearings (OAH) govern procedure in this case. Md. Code Ann., State Gov't §§10-201 through 10-226 (2009 & Supp. 2010); Code of Maryland Regulations (COMAR) 09.01.02, 09.01.03, 09.11.03, and 28.02.01.

### **ISSUE**

Did the Claimant suffer an actual monetary loss as a result of the Respondent's embezzlement, forgery, false pretenses, fraud or misrepresentation?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

I admitted the following exhibits on behalf of the REC:

REC Ex. #1 Notice of Hearing, September 13, 2010, returned by Century 21 Associates; Licensing history; Letter of termination to Respondent, dated August 9, 2010; Statement of Charges and Order for Hearing in Complaint No. 2010-RE-356

REC Ex. #2 Notice of Hearing, September 13, 2010, returned by Century 21 Associates; Licensing history; Letter of termination to Respondent,

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<sup>1</sup> This case was consolidated with REC v. Doleta M. Bradley, OAH Case No.: DLR-REC-21-10-30996 and heard at the same time. A separate Proposed Decision is issued in that case. As that case addresses the charges against the Respondent, they will not be discussed again in this case. This case will address only the Claimant's claim to the Guaranty Fund.

dated August 9, 2010; Statement of Charges and Order for Hearing in Complaint No. 2010-RE-237

- REC Ex. #3 Notice of Hearing, October 6, 201, OAH Case No.: DLR-REC-24-10-30995
- REC Ex. #4 Notice of Hearing, October 6, 201, OAH Case No.: DLR-REC-21-10-30996
- REC Ex. #5 Search of licensing records, October 12, 2010
- REC Ex. #6 Licensing computer printout, dated October 14, 2010
- REC Ex. #7 Real Estate Commission Report of Investigation, June 9, 2010, with attachments labeled 1 through 9
- REC Ex. #8 Email from Mike B. Johnson to Karen Towne, November 2, 2009
- REC Ex. #9 Licensing computer printout, dated October 8, 2010
- REC Ex. #10 Real Estate Original License Application
- REC Ex. #11 District Court of Maryland for Baltimore County, Judiciary Case Search results for Case No.: 3C00148179
- REC Ex. #12 Affidavit of Jennifer Grimes
- REC Ex. #13 License Exam Profile
- REC Ex. #14 Note from Respondent, dated June 2, 2010
- REC Ex. #15 Letter from Alonzo Angevine, dated October 30, 2009

The Respondent, Claimant and Guaranty Fund did not submit any exhibits.

### **Testimony**

The following witnesses testified on behalf of the REC:

1. Alonzo Angevine
2. Karen Towne, Broker/Owner, Home Towne Real Estate
3. Klaus Reichelt, Director of Assistive Development, DLLR
4. Evelyn Thorne, Manager, Home Towne Real Estate Waldorf branch office



5. Robert A. Hall, Investigator, DLLR
6. Steven Long, Assistant Executive Director, REC

The Respondent and Claimant each testified on their own behalf; the Guaranty Fund did not present any witnesses.

### **FINDINGS OF FACT**

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

1. Sometime prior to October of 2009, the Respondent was involved in the sale of 6809 Leyte Drive, Oxon Hill, Maryland, to the Claimant and his wife.
2. The Claimant started having problems making his mortgage payments after his wife became sick and entered a nursing home.
3. In October of 2009, the Respondent and the Claimant spoke about trying to get the Claimant's bank, Wells Fargo, to accept a short sale. The Respondent told the Claimant that she would help him sell his house.
4. The Respondent instructed the Claimant to pay his November mortgage payment to Wells Fargo and then skip two months.
5. The Respondent told the Claimant that the bank would not accept his personal check. On October 30, 2009, the Claimant went to SunTrust Bank to get a money order for \$2,118.79.
6. While at the bank, the Claimant spoke with the Respondent by telephone. She told him to withdraw the money out of his account and bring it to her in the form of cash and not in the form of a cashier's check or a money order.
7. The Claimant met the Respondent at a model home in Indian Head Woods that another agent for Towne Real Estate was showing. The Claimant and the

Respondent went to the kitchen. The Claimant gave the Respondent the cash. The Respondent gave the Claimant a receipt. (REC Ex. #7, p. 14).

8. The Respondent did not send the Claimant's mortgage payment to Wells Fargo.

9. The Claimant's nephew, Mike Johnson, contacted Ms. Towne to see if the listing for the property could be cancelled. He questioned why the Respondent took cash from the Claimant.

10. Ms. Towne spoke with the Respondent about the complaint. The Respondent denied taking any money from the Claimant. She then said she did the Claimant a favor by agreeing to take a check in an envelope to the post office so the Claimant's mortgage payment could be mailed but he did not have postage on the envelopes so she returned the envelope to the Claimant.

11. Ms. Towne asked the Respondent if she met with the Claimant at the model home at Indian Head Woods. When the Respondent said "no," Ms. Towne told her that another agent saw her at the model home with the Claimant. The Respondent then said she did meet with the Claimant at the model home to discuss the short sale and to sign paperwork.

12. In a face-to-face meeting a few days later, the Respondent showed Ms. Towne a copy of a paper that was similar to the receipt the Respondent gave Mr. Angevine (REC Ex. 7, p. 14), but the Respondent added the words "This is a loan from me to you," and inserted a copy of the Claimant's signature under her own signature. (REC Ex. 7, p. 15). The Respondent told Ms. Towne she had dug through the trash and found this receipt; she never showed Ms. Towne the original.

13. Ms. Towne decided to terminate the Respondent. She instructed the office manager of the Waldorf branch, Ms. Thorne, to go to the Respondent's office and remove her license so it could be sent back to the REC. The Respondent was at the office when Ms. Thorne went to remove the license. The Respondent told Ms. Thorne, "Well, I guess I'm going to have to pay him back." The Respondent also told Ms. Thorne that she was late in paying her own mortgage.

14. On May 27, 2010, REC Investigator Hall spoke with the Respondent by telephone. The Respondent told Investigator Hall, "No one saw me take that money from the Claimant, but I'll give you the money if this thing will just go away. Will this go away if I just give the money back?"

15. The Respondent did not appear for her scheduled appointment on June 1, 2010 with the Investigator.

16. On June 8, 2010, the Assistant Director for the Commission received a money order in the amount of \$500.00 from the Respondent made payable to the Claimant. Along with the money order was a note from the Respondent that she would make further payments until the total amount was paid. No further payments were received from the Respondent.

### **DISCUSSION**

The Claimant bears the burden of proof in his Claim against the Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-407(e). Claims for reimbursement from the Fund are governed by section 17-404 of the Act. COMAR 09.11.03.04 further provides guidance with respect to claims against the Fund. The Claimant satisfied all of the requirements for recovery against the Fund.

Section 17-410(b)(1)(2004) of the Act provides that “[t]he Commission may order payment by the Guaranty Fund only for the actual monetary loss suffered by the claimant as a result of the claim proven by the claimant.” See COMAR 09.11.01.18 (Fund recovery limited to actual monetary loss). The term “actual loss” is not defined in the statute, regulation or any reported appellate decision. Interpreting it in the context of the statute, it means an economic loss suffered by the Claimant as a result of proven misconduct by the Respondent.

The Claim is premised on the same facts that, as I have already discussed in OAH Case No: DLR-REC-21-10-30996, prove that the Respondent violated section 17-322(b)(1), (3), (25) and (33) as well as COMAR 09.11.02.01C and 09.11.02.02A. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a). It goes without saying that the Respondent was acting as a real estate agent in connection with the Claimant’s interest in selling his property in a short sale. The Claimant and his wife signed a Residential Brokerage Agreement (REC Ex. #7, p. 21-42) and a Short Sale Addendum (REC Ex. #7, p. 43) with the Respondent on the same day she took his cash.

The Respondent made several misrepresentations to the Claimant. She told him that he should make one mortgage payment and then skip the next two and that his bank would not accept a personal check from him. The Respondent told the Claimant he needed to give her the cash and she would make sure his mortgage got paid. The Respondent gave the Claimant a receipt for the cash and then later fabricated a false receipt for a “loan” that she claimed she had made to the Claimant.

The Claimant gave the Respondent \$2,118.79 cash for his mortgage payment. The Respondent did not pay the Claimant’s mortgage. In June 2010, the Respondent paid the

Claimant \$500.00 in the form of a money order she sent to him through the REC. The Claimant testified credibly that he never received any further money from the Respondent. Therefore, the Claimant's actual monetary loss was \$1,618.79 (\$2,118.79 - \$500.00). The Guaranty Fund agreed that this is the amount that should be awarded to the Claimant.

**CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Claimant has proven by a preponderance of the evidence that the Respondent's misrepresentation and fraud resulted in an actual monetary loss. Md. Code Ann., Bus. Occ. & Prof. § 17-410(b)(1).

**RECOMMENDED ORDER**

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

**ORDER** that the Guaranty Fund award the Claimant \$1,618.79; and

**ORDER** that the Respondent, Doleta A. Bradley, be required to reimburse that amount plus interest to the Commission; and

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

**SIGNATURE ON FILE**

January 20, 2011  
Date Decision Mailed

\_\_\_\_\_  
Ann C. Kehinde  
Administrative Law Judge

#119651

MARYLAND REAL ESTATE

\* BEFORE ANN C. KEHINDE,

COMMISSION

\* AN ADMINISTRATIVE LAW JUDGE

v.

\* OF THE MARYLAND OFFICE OF

DOLETA BRADLEY,

\* ADMINISTRATIVE HEARINGS

RESPONDENT

\* OAH CASE No.: DLR-REC-24-10-30995

and

\* MREC FILE No: 2010-RE-356

CLAIM OF ALONZO ANGEVINE,

\*

CLAIMANT

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AGAINST THE MARYLAND REAL

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ESTATE COMMISSION GUARANTY

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FUND

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\* \* \* \* \*

**FILE EXHIBIT LIST**

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The Respondent did not submit any exhibits.