

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

v.

JAMES BIMESTEFER

Respondent

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OAH Case No. LABOR-REC-21-24-17891

MREC Case NO. 654-RE-2023

CONSENT ORDER AND SETTLEMENT AGREEMENT

Introduction, Procedural Background, and Recitals

WHEREAS, this matter comes before the **MARYLAND REAL ESTATE COMMISSION** (sometime hereinafter, the "Commission") as the result of a Complaint filed by **MATIAS ESCOBAR** ("Mr. Escobar") against **JAMES BIMESTEFER**, license registration number 01-94690 ("Mr. Escobar " or "Respondent").

WHEREAS, based on the Complaint, and a subsequent Commission investigation, the Commission issued a June 25, 2024 Statement of Charges and Order for Hearing (sometimes hereinafter the "Statement of Charges") and transmitted this matter to the Office of Administrative Hearings for a hearing on the regulatory charges.

WHEREAS, to resolve this matter without a formal hearing, the Commission and Respondent (collectively, the "Parties") have agreed to enter into this Consent Order and Settlement Agreement ("Consent Order") consistent with the best interests of the citizenry of the State of Maryland and in accordance with the terms herein set forth.

Agreement and Stipulation

NOW THEREFORE, the Parties agree and stipulate as follows:

1. The Commission licenses Respondent as a real estate broker with registration number 01-94690. At all times relevant to the matters set forth in this Consent Order, the Commission has had jurisdiction over the subject matter pertinent thereto and over Respondent.

2. The charges against the Respondent arise from a *May 22, 2023* contract denominated "Residential Contract of Sale" related to a property known as *1508 Dundalk Avenue, Baltimore, Maryland 21222* together with the improvements thereon and all rights and appurtenances thereto belonging (sometimes hereinafter, the "Property"), and executed by Yohanna A. Granados Martinez and Jose O. Machado as "Buyers" and Gavin Kleinknecht as "Seller."
3. The Statement of Charges alleges that "the Respondent was the listing agent for the sale of the Property."
4. The Statement of Charges alleges that "the Complainant is a real estate sales broker with Argent Realty LLC and that his brokerage represented a potential buyer of the Property."
5. The Statement of Charges alleges that "Cristina Lopez was the real estate salesperson from Argent Realty LLC acting as the buyer's agent in this transaction ('Ms. Lopez')."
6. The Statement of Charges alleges that "as part of the disclosure packet sent by Respondent to Ms. Lopez was a paper indicating that if Lakeside Title Company was not included in the contract offer as the title company that the 'offer will be kicked back.'"
7. The Statement of Charges alleges that "on or about May 18, 2023, Ms. Lopez presented an offer on behalf of her client to Respondent for the purchase of property which was accepted and ratified on or about May 22, 2023."
8. The Statement of Charges alleges that "on or about May 22, 2023, a contract addendum was signed requiring the parties to use Lakeside Title Company as the title company in the transaction."
9. The Statement of Charges alleges that "on or about May 26, 2023, Ms. Lopez informed Respondent that her client was having trouble communicating with Lakeside Title Company and had therefore decided to use KTL Title Company."
10. The Statement of Charges alleges that "Respondent informed Ms. Lopez that his client did not agree to the change and told her that 'the contract of sale states Lakeside and that it is a term within the contract *plus it is a requirement of the seller*[']" (emphasis in original).
11. The Statement of Charges alleges that "Respondent has violated, and is subject to Business Occupations and Professions Article" ("BOP") §§ 17-322(b)(29) and (32) [pertaining to "Denials, reprimands, suspensions, revocations, and penalties – Grounds"] and BOP §17-607 (a) [pertaining to "Designation of title insurance, settlement, or escrow company, mortgage lender, financial institution, or title lawyer["]."

12. *To resolve the regulatory charges,*

a. Respondent consents to the entry of the ordered items herein contained and admits that the Commission could present at a hearing with respect to this matter evidence consistent with the allegations set forth in the Statement of Charges. Such admission shall not constitute an admission to any particular factual allegation as set forth in the Statement of Charges and/or as delineated in Paragraphs 3 – 11 of this “Consent Order and Settlement Agreement.”

b. Respondent agrees to pay to the Commission a monetary payment in the amount of THREE THOUSAND UNITED STATES DOLLARS (\$3,000.00) payable by certified check, cashier's check, or personal check no later than November 15, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 100 South Charles Street, Ninth Floor, Baltimore, Maryland 21201, who shall forward said payment to the Commission.

c. Respondent agrees to cooperate fully with all future requests for documentation, information, and records requested by the Commission requested by the Commission to determine compliance with the terms of this Consent Order.

d. Respondent agrees to cooperate fully with the Commission in the above-captioned matter and in matters pertaining to the underlying transaction which form the subject of this matter, including but not limited to testifying as a witness on behalf of the Commission at any hearings or proceedings scheduled in connection therewith.

13. Should Respondent fail to make the payment delineated herein according to the terms delineated herein, Respondent understands and agrees that any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until the Commission has been paid in full.

14. The Parties acknowledge that the Commission has the authority to this matter from the Office of Administrative Hearings docket for settlement purposes pursuant to COMAR 09.01.03.07 and shall do so upon full execution of this Consent Order.

15. The Parties agree that this Consent Order may be signed in counterparts and that electronic signatures shall have the same force and effect as handwritten signatures.

[No Further Text This Page. Order Follows.]

Order

**BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS ____ DAY
OF _____, 2024 BY THE MARYLAND REAL ESTATE COMMISSION:**

ORDERED Respondent shall pay to the Commission a monetary payment in the amount of THREE THOUSAND UNITED STATES DOLLARS (\$3,000.00) payable by certified check, cashier's check, or personal check no later than November 15, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 100 South Charles Street, Ninth Floor, Baltimore, Maryland 21201, who shall forward said payment to the Commission; and it is further

ORDERED that should Respondent fail to make the payment delineated in the previous paragraph according to the terms delineated in the previous paragraph, any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until the Commission has been paid in full.

MARYLAND REAL ESTATE COMMISSION

By: _____
Scott Lederer
Executive Director

AGREED: _____

James Bimestefer, Respondent

10.10.2024

Date

Order

BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 10th DAY OF OCTOBER, 2024 BY THE MARYLAND REAL ESTATE COMMISSION:

ORDERED Respondent shall pay to the Commission a monetary payment in the amount of THREE THOUSAND UNITED STATES DOLLARS (\$3,000.00) payable by certified check, cashier's check, or personal check no later than November 15, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 100 South Charles Street, Ninth Floor, Baltimore, Maryland 21201, who shall forward said payment to the Commission; and it is further

ORDERED that should Respondent fail to make the payment delineated in the previous paragraph according to the terms delineated in the previous paragraph, any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until the Commission has been paid in full.

MARYLAND REAL ESTATE COMMISSION

By: _____

Scott Lederer
Executive Director

AGREED:

James Bimestefer, Respondent

Date

10/10/2024