

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

v.

CINDY A. POREMSKI

Respondent

and

CLAIM OF RONALD BOLTZ
AND MARY BOLTZ
AGAINST THE MARYLAND
REAL ESTATE COMMISSION
GUARANTY FUND

OAH Case No. LABOR-24-24-04943

MREC Case NO. 671-RE-2021

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 and Guaranty Fund claim filed by **RONALD BOLTZ** ("Mr. Boltz") and **MARY BOLTZ** ("Mrs. Boltz") (collectively, "Claimants") against **CINDY A. POREMSKI**, license registration number 05-510852 ("Respondent").

WHEREAS, based on the Complaint, and a subsequent Commission investigation, the Commission issued a February 9, 2024, 2023 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 and the Guaranty Fund claim.

WHEREAS, to resolve this matter without a formal hearing, the Commission, Respondent, and Claimants (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 salesperson with registration number 05-510852. 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 *June 29, 2020* contract denominated "Residential Contract of Sale" related to a property known as *538 Yacht Club Drive, Berlin, Maryland 21811* together with the improvements thereon and all rights and appurtenances thereto belonging (sometimes hereinafter, the "Property"), and executed by Claimants as "Buyers" and listing Respondent as Sales Associate of the Listing Brokerage Company
3. The Statement of Charges alleges that "In or about June, 2020, prior to entering into a contract with respect to the Property, one or both Complainants viewed the Property[]" and that "One selling point with respect to the Property consisted of the putative fact that the Ocean Pines Association, as per the Multiple Listing Service listing, maintained the approximately one hundred five foot bulkhead attached to the Property."
4. The Statement of Charges alleges that "Complainants assert that Respondent stated verbally numerous times throughout the transaction that Complainants did not bear responsibility for bulkhead maintenance."
5. The Statement of Charges alleges that "On or about June 29, 2020, Complainants entered into a contract to purchase the Property."
6. The Statement of Charges alleges that "Complainants opted not to have the bulkhead inspected due to the representations by Respondent that Ocean Pines Association bore responsibility for bulkhead maintenance."
7. The Statement of Charges alleges that "Complainants took comfort in the assurance that any bulkhead replacement already would have been budgeted for and would not be an out of pocket expense."
8. The Statement of Charges alleges that "Complainants did have the dock and boatlift associated with the Property inspected insofar as Complainants believed that such items would be their responsibility."
9. The Statement of Charges alleges that "Complainants settled on the Property in or about September, 2020."

10. The Statement of Charges alleges that "On or about April 13, 2021, Complainants began to observe sinkholes on the Property next to the bulkhead and inquired with Ocean Pines Association as to when the bulkhead would be scheduled for maintenance."

11. The Statement of Charges alleges that "On or about April 13, 2021, Ocean Pines Association advised the Complainants that Complainants – not Ocean Pines Association – bore responsibility for maintaining the bulkhead attached to the Property."

12. The Statement of Charges alleges that "Complainants split the cost with a neighbor to contract a commercial diver to inspect the bulkhead below the water line in or about June, 2021."

13. The Statement of Charges alleges that "The aforementioned inspection revealed significant damage to the existing bulkhead and the inspector recommended replacement of the bulkhead within two years."

14. The Statement of Charges alleges that "Complainants have received an estimate in the amount of \$57,355.00 for replacement of the existing bulkhead."

15. The Statement of Charges alleges that "Complainants contracted with an engineering company for \$2,800.00 to provide necessary design and permits for permits for replacement of the bulkhead."

16. The Statement of Charges alleges that "Compl[ainants] continue to observe and attempt to fill in sinkholes as they continue to appear on the property."

17. The Statement of Charges alleges that "Respondent has violated, and is subject to Business Occupations and Professions Article §§ 17-322(b)(3), (4), (25), and (33) [pertaining to "Denials, reprimands, suspensions, revocations, and penalties – Grounds"] along with Code of Maryland Regulations ("COMAR") 09.11.01.01 C and D [pertaining to "Relations to the Public"] as well as 09.11.02.02 A [pertaining to "Relations to the Client"]."

18. Claimants submitted a claim against the Commission's Guaranty Fund based upon Respondent's alleged acts and omissions, including as a licensed real estate salesperson as described in the Statement of Charges.

19. *To resolve the regulatory charges,*

a. Respondent consents to the entry of the ordered items herein contained and acknowledges 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. Respondent admits to a violation of Code of Maryland Regulations ("COMAR") 09.11.01.01(D) [pertaining to "Relations

to the Public”]. 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 – 17 of this “Consent Order and Settlement Agreement.”

b. Respondent agrees to pay to the Commission a monetary payment in the amount of TWO THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$2,500.00) payable by certified check, cashier’s check, or personal check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, 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.

20. ***To resolve the Guaranty Fund claims***, Respondent agrees to pay Claimants and Claimants agree to accept from Respondent the amount of THIRTY-EIGHT THOUSAND UNITED STATES DOLLARS (\$38,000.00) payable by certified check, cashier’s check, or corporate business check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to Claimants.

21. Should Respondent fail to make the payments delineated herein according to the terms delineated herein, Respondent understands and agrees that Claimants shall be entitled to a hearing on their claim against the Guaranty Fund and that any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until (1) either Respondent pays Claimants in full or the Commission enters a Final Order following a hearing on Claimants’ Guaranty Fund claim and (2) the Commission has been paid in full.

22. The Parties acknowledge that the Commission has withdrawn this matter from the Office of Administrative Hearings docket for settlement purposes pursuant to COMAR 09.01.03.07.

23. 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 17th DAY OF July, 2024 BY THE MARYLAND REAL ESTATE COMMISSION:

ORDERED that Respondent shall pay the Commission a monetary penalty in the amount of TWO THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$2,500.00) payable by certified check, cashier's check, or personal check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to the Commission.

ORDERED that Respondent shall pay Claimants the amount of THIRTY-EIGHT THOUSAND UNITED STATES DOLLARS (\$38,000.00) payable by certified, cashier's check, or corporate business check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to Claimants; and it is further

ORDERED that should Respondent fail to make the payments delineated in the previous paragraphs according to the terms delineated in the previous paragraphs, Claimants shall be entitled to a hearing on their claim against the Guaranty Fund and any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until (1) either Respondent pays Claimants in full or the Commission enters a Final Order following a hearing on Claimants' Guaranty Fund claim and (2) the Commission has been paid in full.

MARYLAND REAL ESTATE COMMISSION

By: _____

Donna Horgan
Chair

AGREED:

Cindy A. Poranski, Respondent

Date

Ronald Boltz, Claimant

Date

Mary Boltz, Claimant

Date

Order

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

ORDERED that Respondent shall pay the Commission a monetary penalty in the amount of TWO THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$2,500.00) payable by certified check, cashier's check, or personal check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to the Commission.

ORDERED that Respondent shall pay Claimants the amount of THIRTY-EIGHT THOUSAND UNITED STATES DOLLARS (\$38,000.00) payable by certified, cashier's check, or corporate business check no later than July 31, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to Claimants; and it is further

ORDERED that should Respondent fail to make the payments delineated in the previous paragraphs according to the terms delineated in the previous paragraphs, Claimants shall be entitled to a hearing on their claim against the Guaranty Fund and any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until (1) either Respondent pays Claimants in full or the Commission enters a Final Order following a hearing on Claimants' Guaranty Fund claim and (2) the Commission has been paid in full.

MARYLAND REAL ESTATE COMMISSION

By: _____
Donna Horgan
Chair

AGREED:

Cindy A. Poremski, Respondent

07/12/24

Date

Ronald Boltz, Claimant

Date

Mary Boltz, Claimant

Date