STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,

Petitioner,

vs. Case No. 17-3959PL

MARIA CAMILA MURATA,

Respondent.
_____/

RECOMMENDED ORDER

On October 31, 2017, a duly-noticed hearing was held by video teleconference at locations in West Palm Beach and Tallahassee, Florida, before F. Scott Boyd, an Administrative Law Judge assigned by the Division of Administrative Hearings.

APPEARANCES

For Petitioner: Crystal D. Stephens, Esquire
Nicholas Lee DuVal, Esquire
Department of Business and
Professional Regulation
Capital Commerce Center
2601 Blair Stone Road
Tallahassee, Florida 32399-2202

For Respondent: Labeed A. Choudhry, Esquire
Ward, Damon, Posner, Pheterson &
Bleau, P.L.
4420 Beacon Circle, Suite 100
West Palm Beach, Florida 33407

STATEMENT OF THE ISSUES

Whether Respondent violated provisions of chapter 475, Florida Statutes (2016),[1/] regulating real estate sales brokers, as alleged in the Administrative Complaint; and, if so, what sanctions are appropriate.

PRELIMINARY STATEMENT

On April 27, 2017, the Department of Business and Professional Regulation ("Department" or "Petitioner") filed an Administrative Complaint against Maria Camila Murata ("Ms. Murata" or "Respondent"), alleging four violations of chapter 475 in connection with an offer to rent real property located at 5100 Southwest 90th Avenue, Unit 312, Cooper City, Florida 33328 ("subject property"). On July 14, 2017, this case was referred to the Division of Administrative Hearings ("DOAH") for assignment of an Administrative Law Judge.

The case was noticed for video hearing on September 19, 2017, and after continuance, was heard on October 31, 2017. The parties stipulated to several facts, which were accepted and are included among the findings of fact below. Petitioner offered 22 exhibits, Petitioner's Exhibits P-1 through P-9 and P-13 through P-25, all of which were admitted. Petitioner called four witnesses: Percylla Kennedy, investigator with the Department; Audrey Flanders, a real estate broker involved in lease of the subject property; Joan Feloney, owner of the subject property;

and Respondent. Respondent offered no exhibits and testified on her own behalf.

The Transcript of the proceeding was filed with DOAH on November 28, 2017. After a request for extension of time in which to file was granted, both parties timely filed proposed recommended orders on December 15, 2017.

FINDINGS OF FACT

1. The Department is the state agency charged with regulating the practice of real estate pursuant to section 20.165 and chapters 455 and 475, Florida Statutes.

2. Ms. Murata is a licensed real estate broker in Florida, having been issued license numbers BK 3266198, 3326041, 3330594, 3334183, 3338731, 3345773, 3346456, 3346845, 3350300, 3364670, 3366527, 3366441, 3368235, 3369788, 3372663 and 3378303.

3. Ms. Murata is under the jurisdiction of Petitioner and subject to applicable statutes and rules.

4. Ms. Murata is the owner of the Florida Qualifying Broker of Record Service and maintains the Internet website, http://floridabrokerofrecord.com, which states its business model to be an opportunity for Florida real estate sales associates to run their own real estate companies without having to share their commissions with the broker of record.

5. Friendly International Realty, LLC ("Friendly"), was formed in June 2011.

6. From March 3, 2016, to June 7, 2016, Ms. Murata was the qualifying real estate broker for Friendly.

7. Ms. Murata agreed to receive a monthly fee of $289.00 in exchange for being the qualifying broker of record for Friendly.

8. Ms. Murata did not physically visit the license location of Friendly, at 937 Northeast 125th Street, North Miami, Florida, 33161, during the time that she was the qualifying broker.

9. Ms. Murata was not a signatory on any escrow account used by Friendly.

10. Ms. Murata did not keep any of Friendly's brokerage records.

11. From March 4, 2016, to November 21, 2016, Jean Berthelot was a registered real estate sales associate with Friendly. He acted as an independent contractor.

12. Ms. Murata was aware that Mr. Berthelot was doing business on the Multiple Listing Service ("MLS").

13. After she became the broker for Friendly, Ms. Murata activated one sales associate to help Mr. Berthelot.

14. Joan Feloney is the owner of the subject property.

15. Audrey Flanders is a real estate broker acting on behalf of Ms. Feloney in her efforts to lease the subject property. Ms. Flanders received a contract to enter into a lease from Tamara Stanton, a real estate sales associate at Friendly, on behalf of Paul Allicock. Ms. Feloney accepted the offer.

16. Mr. Allicock paid $2,350.00 to Friendly toward lease of the subject property in the form of signed money orders dated March 6 and March 18, 2016. The money was placed in a Friendly escrow account. These money orders were paid to engage the services of Friendly and Ms. Murata as broker in the rental of the subject property. Pursuant to a written statement signed by Ms. Feloney, $550.00 of this amount was to be paid to Friendly, and $1,650.00 was to be paid to Ms. Feloney.

17. A lease agreement between Mr. Allicock as tenant and Ms. Feloney as landlord and owner of the subject property was executed on March 21, 2016. Mr. Berthelot wrote a check from the Friendly escrow account to Ms. Feloney for $1,650.00 on the same date.

18. Ms. Feloney attempted to deposit the check, but on April 14, 2016, the check was returned to her marked "NSF," indicating that insufficient funds were in the account. She was charged a $15.00 return item fee.

19. Under the agreement between Ms. Murata and Friendly, Mr. Berthelot was not authorized to have an escrow account or otherwise hold funds or assets on behalf of a third party. As for brokerage transactions, he was supposed to e-mail transactional records to Ms. Murata or place them in a dropbox.

20. Neither Ms. Stanton nor Mr. Berthelot ever placed documents in the dropbox. But, as Ms. Murata told Investigator

Percylla Kennedy, she did learn that Friendly was doing business on the MLS.

21. Ms. Murata became aware of the Friendly escrow account on April 26, 2016, in connection with a complaint about a transaction unrelated to this Administrative Complaint. She discussed the escrow account with Mr. Berthelot on April 27, 2016.

22. Ms. Murata requested that Mr. Berthelot close the escrow account, submit proof that he had closed the account, and turn over all contracts between Mr. Berthelot and current clients.

23. Ms. Murata did not want to perform a reconciliation of the escrow account. As she testified in deposition:

> Q: When you learned that there were third party funds being held by Friendly International Realty, did you demand the records of that account so you could perform a reconciliation?
>
> A: No, because [sic] was to be closed, because I did not want to manage an escrow account. So when I discovered what he was doing, the agreement was that he was going to close it immediately. I was not going to manage an escrow account for him, so I demanded, what I demanded was proof that the account was closed and proof that he had engaged in a written agreement with a title company for all escrow funds.
>
> Q: Approximately when did you make that demand?

> A: The moment that Jessica Schuller came up and he confessed that he had kept the account from his previous broker. That he had not told me because he was going to close it. I threatened I was going to resign once he paid those funds to Jessica. But then I agreed to continue if he closed that account immediately.

24. On May 10, 2016, a complaint was filed with the Department against Ms. Murata, as broker of Friendly, regarding the lease transaction involving the subject property.

25. After Ms. Murata became aware that Friendly owed money to Ms. Feloney, she maintained regular contact with her brokerage in an attempt to ensure that the money owed to Ms. Feloney was paid.

26. Ms. Murata cooperated with the Department's investigation.

27. Ms. Feloney, through Audrey Flanders, requested on June 2, 2016, that the $1,650.00 and an additional service charge of $82.00 be paid within 15 days or a case would be filed with the state attorney's office.

28. The parties stipulated that on June 7, 2016, Ms. Murata resigned from her position as broker of record for Friendly. She testified that she resigned because she had not received the documents or actions that she had requested of Mr. Berthelot.

29. Ms. Murata did not write a check to Ms. Feloney to pay the amount Friendly owed her because, with an investigation

underway, Ms. Murata did not want it to be construed as an admission that she had personally collected funds from Mr. Allicock. She also evidently believed that since she had resigned, she was not professionally responsible for obligations that arose during the time that she had been the broker. Ms. Murata convincingly testified that in another, unrelated, situation, she became involved as the broker to resolve a potential dispute by ensuring that the party entitled to funds was paid.

30. On June 25, 2016, a Bad Check Crime Report was filed with the Broward County State Attorney's Office.

31. By letter dated June 8, 2016, the Department requested that Ms. Murata provide copies of monthly reconciliation statements; bank statements and records; and sales, listing, and property management files of Friendly. As Ms. Kennedy testified, Ms. Murata never provided those accounts and records to the Department, saying she did not have them.

32. While Ms. Murata insists that any failure was only because Mr. Berthelot actively kept information from her, the parties stipulated that Ms. Murata failed to maintain control of, and have reasonable access to, some of the documents associated with the rental of the subject property.

33. Mr. Trafton, an experienced real estate broker and expert in real estate brokerages, reviewed chapter 475; Florida

Administrative Code Rule Title 61J; the deposit paperwork of Mr. Allicock; the Bad Check Crime Report; the investigative report; and the Administrative Complaint. He prepared an expert report to the Department.

34. As Mr. Trafton testified, the usual and customary standard applicable to brokers is that they must promptly deliver funds in possession of the brokerage that belong to other parties. Mr. Trafton also testified that the standard of care applicable to a broker in supervising sales associates requires active supervision. He also testified that a broker must maintain the records of the brokerage. Mr. Trafton testified that in his opinion, Ms. Murata failed to meet these standards.

35. Ms. Murata failed to promptly deliver funds to Ms. Feloney that were in possession of the brokerage.

36. Ms. Murata failed to manage, direct, and control Real Estate Sales Associate Berthelot to the standard expected of a broker of record. She did not actively supervise him, instead relying completely on Mr. Berthelot and other associates to provide her any information she needed to know.

37. Ms. Murata failed to preserve accounts and records relating to the rental or lease agreement of the subject property.

38. Petitioner did not clearly show that Respondent was guilty of either "culpable negligence" or "breach of trust."

39. As Investigator Kennedy testified, and as corroborated by cost summary reports maintained by the Department, from the start of the investigation of this complaint through September 14, 2017, costs incurred by the Department were $1,443.75, not including costs associated with an attorney's time.

CONCLUSIONS OF LAW

40. DOAH has jurisdiction over the subject matter and the parties to this proceeding pursuant to sections 120.569 and 120.57(1), Florida Statutes (2017).

41. Petitioner seeks to take disciplinary action against the real estate broker's licenses of Respondent. A proceeding to impose discipline against a professional license is penal in nature, and Petitioner bears the burden to prove the allegations in the Administrative Complaint by clear and convincing evidence. Dep't of Banking & Fin. v. Osborne Stern & Co., 670 So. 2d 932 (Fla. 1996); Ferris v. Turlington, 510 So. 2d 292 (Fla. 1987).

42. Clear and convincing evidence has been said to require:

> [T]hat the evidence must be found to be credible; the facts to which the witnesses testify must be distinctly remembered; the testimony must be precise and explicit and the witnesses must be lacking in confusion as to the facts in issue. The evidence must be of such weight that it produces in the mind of the trier of fact a firm belief or conviction, without hesitancy, as to the truth of the allegations sought to be established.

S. Fla. Water Mgmt. Dist. v. RLI Live Oak, LLC, 139 So. 3d 869, 872-73 (Fla. 2014)(citing Inquiry Concerning a Judge, 645 So. 2d 398, 404 (Fla. 1994)(quoting Slomowitz v. Walker, 429 So. 2d 797, 800 (Fla. 4th DCA 1983))).

43. Disciplinary statutes and rules "must always be construed strictly in favor of the one against whom the penalty would be imposed and are never to be extended by construction." Griffis v. Fish & Wildlife Conserv. Comm'n, 57 So. 3d 929, 931 (Fla. 1st DCA 2011). Any ambiguities must be construed in favor of the licensee. Lester v. Dep't of Prof'l Reg., 348 So. 2d 923, 925 (Fla. 1st DCA 1977).

Count I

44. Section 475.25(1)(d)1. provided, in relevant part, that discipline could be imposed if a real estate licensee:

> Has failed to account or deliver to any person, including a licensee under this chapter, at the time which has been agreed upon or is required by law or, in the absence of a fixed time, upon demand of the person entitled to such accounting and delivery, any personal property such as money, fund, deposit, check, draft, abstract of title, mortgage, conveyance, lease, or other document or thing of value . . . which has come into the licensee's hands and which is not the licensee's property or which the licensee is not in law or equity entitled to retain under the circumstances.

45. Petitioner clearly showed that Mr. Berthelot collected more than $2,200.00 from Mr. Allicock on behalf of Friendly to

lease the subject property, placing the money in Friendly's escrow account. Mr. Berthelot gave Ms. Feloney a check for $1,650.00 drawn upon the escrow, but it was returned by the bank for insufficient funds. Ms. Feloney made demand upon Friendly for the amount due her, as well as a service charge, on June 2, 2016, but Friendly did not pay it.

46. As Friendly's broker, Respondent, as well as Mr. Berthelot, had clear legal responsibility to promptly deliver the funds to Ms. Feloney. As Mr. Trafton testified, this is the customary practice and standard applicable to brokers. This is what section 475.25(1)(d)1. requires. Respondent's suggestion that the broker has no obligation unless separate demand is made upon the broker individually, rather than only upon the brokerage, is rejected. While the escrow account, through fraud or mismanagement, had insufficient funds, this fact has no bearing on Respondent's legal responsibility to deliver the funds that had been entrusted to Friendly.[2/] As the licensed broker, Respondent is presumed to know that the provisions of chapter 475 require her, upon the demand of the entitled person, to deliver funds that Friendly was not entitled by law to retain. Wallen v. Fla. Dep't of Prof'l Reg., Div. of Real Estate, 568 So. 2d 975, 975 (Fla. 3d DCA 1990). See also White v. Dep't of Bus. & Prof'l Reg., 715 So. 2d 1130 (Fla. 5th DCA 1998)(failure of broker to

return buyer's money when transaction failed was violation of section 475.25(1)(d)1.).

47. Petitioner proved by clear and convincing evidence that Respondent violated section 475.25(1)(d)1.

Count II

48. Section 475.25(1)(u) provided, in relevant part, that discipline may be imposed if the Florida Real Estate Commission finds that a real estate licensee:

> Has failed, if a broker, to direct, control, or manage a broker associate or sales associate employed by such broker.

49. The fact that Mr. Berthelot was operating as an independent contractor does not take Respondent out of the scope of this statute. Section 475.01(2) provided that the terms "employ," "employment," "employer," and "employee," as used in chapter 475 to describe the relationship between a broker and a sales associate, include an independent contractor relationship. In the context of chapter 475, the existence of such relationship does not relieve the broker of her duties, obligations, or responsibilities.

50. Section 475.01(1)(j) provided that a "sales associate" is a person who performs any act specified in the definition of "broker," but who performs such act under the direction, control, or management of another person. Mr. Berthelot was clearly shown to be a sales associate, licensed to perform the duties of a

broker when acting under Respondent's direction, control, and management.

51. In support of Count II, Petitioner showed that during the time of the leasing of the subject property, Mr. Berthelot was an employee, and Respondent was the licensed broker of record for Friendly.

52. At the hearing, Petitioner presented expert testimony establishing that a broker must engage in active supervision over her brokerage to meet the statutory requirements. Respondent did not meet that standard with respect to Friendly.

53. Respondent argues that Mr. Berthelot violated the agreement between them and failed to provide information to her, arguing that all fault therefore lies with him. This contention is rejected. It is beyond dispute that Mr. Berthelot acted inappropriately, but Respondent could not, by either written agreement or consistent practice, ever shift her own statutory responsibility to manage onto the managed. The argument that either the withholding of information by an employee or the delegation of authority to the very persons a broker is supposed to be controlling absolves the broker of responsibility is completely inconsistent with the burden the statutory scheme places upon a broker. This is not to say that a broker has absolute liability for the actions of her sales associates, but the statutory duty to direct, control, and manage cannot be

lessened or contracted away. Petitioner showed that Respondent did not actively supervise Sales Associate Berthelot.

54. Petitioner proved by clear and convincing evidence that Respondent violated section 475.25(1)(u).

Count III

55. Section 475.25(1)(e) provided, in part, that discipline could be imposed for violation of any of the provisions of chapter 475.

56. Section 475.5015 provided, in relevant part:

> Each broker shall preserve at least one legible copy of all books, accounts, and records pertaining to her or his real estate brokerage business for at least 5 years from the date of receipt of any money, fund, deposit, check, or draft entrusted to the broker or, in the event no funds are entrusted to the broker, for at least 5 years from the date of execution by any party of any listing agreement, offer to purchase, rental property management agreement, rental or lease agreement, or any other written or verbal agreement which engages the services of the broker.

57. As stipulated by the parties, Respondent did not maintain brokerage records for the escrow account or any of the transactions that were taking place during the time she served as the broker at Friendly. It was shown that Mr. Berthelot maintained an unauthorized escrow account unbeknownst, initially, to Respondent. Respondent argues that since Mr. Berthelot kept information from her, and because she was unaware of either the

existence of the escrow account or the fact that any transactions were taking place at Friendly, she cannot be held responsible for the failure to perform account reconciliations or to preserve those accounts and transaction records.

58. Whatever weight that argument might carry with respect to the escrow account--given that under the arrangement with Mr. Berthelot there was not supposed to be an escrow at all--cannot reasonably be extended to the transactional records. The argument that Respondent was entitled to blindly assume that a real estate brokerage under her direction was not engaging in any transactions at all because no records had been placed in the dropbox is not convincing. The parties stipulated that Respondent had become aware that Mr. Berthelot was doing business on the MLS. Even before that moment, Respondent had a duty to actively seek out information about Friendly and the operations of the brokerage.

59. A broker cannot hide behind a curtain of ignorance and leave herself completely dependent for information on those she has the responsibility to control. A broker has an ongoing duty to inform herself as to the conduct of the brokerage. This was not a situation in which a substantial number of transaction records were being provided and only documents related to a single transaction had been omitted. The apparent absence of any transaction documents is certainly a circumstance that should

have compelled Respondent to further inquiry. Under all of the circumstances, her calculated reliance on an empty transactions dropbox was completely inconsistent with the affirmative legal duty imposed upon her by section 475.5015 to preserve all accounts and records.

60. In any event, the facts are clear that at no time after Respondent had actual knowledge that an escrow account was being utilized at Friendly did she ever direct that the escrow records be immediately provided to her, preserve them, or perform reconciliation on them, as was her duty. To the contrary, she freely testified that she sought to avoid this statutory responsibility and only asked that the escrow account be closed. Respondent's eventual resignation as broker was a prudent step given Mr. Berthelot's actions, but it did nothing to meet her obligation to preserve the accounts that arose at the time Mr. Allicock engaged the services of Friendly by providing money that was deposited into the escrow account. At the time she realized what had happened earlier during her time as broker, she sought to divest herself of her duty rather than perform it.

61. Petitioner proved by clear and convincing evidence that Respondent violated sections 475.5015 and 475.25(1)(e).

Count IV

62. Section 475.25(1)(b) provided, in relevant part, that discipline may be imposed if the real estate licensee:

> Has been guilty of fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealing by trick, scheme, or device, culpable negligence, or breach of trust in any business transaction in this state or any other state, nation, or territory.

63. In the Administrative Complaint, Petitioner alleges Respondent violated this statute through the same conduct involved in the earlier counts: (1) by receiving funds for the lease of the subject property but failing to remit these funds to Ms. Feloney as required by law; (2) by failing to adequately supervise the actions of her sales associate; or (3) by failing to provide the transaction file and all supporting documents connected with the subject property, as well as complete escrow reconciliation records and bank statements for Friendly's escrow account.

64. As the Florida Supreme Court has stated:

> It is clear that section 475.25(1)(b) is penal in nature. As such, it must be construed strictly, in favor of the one against whom the penalty would be imposed. Holmberg v. Department of Natural Resources, 503 So. 2d 944 (Fla. 1st DCA 1987). Reading the first clause of section 475.25(1)(b)(the portion of the statute which appellant was charged with having violated in Count I of the complaint), and applying to the words used their usual and natural meaning, it is

> apparent that it is contemplated that an intentional act be proved before a violation may be found.

Munch v. Dep't of Prof'l Reg., Div. of Real Estate, 592 So. 2d 1136, 1143-44 (Fla. 1st DCA 1992).

65. Petitioner does not argue that Respondent was in any way involved in fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealing by trick, scheme, or device, or similar dishonest activity toward Ms. Feloney, Mr. Berthelot, or any other person.

66. Petitioner alleges that Respondent was guilty of "culpable negligence" or "breach of trust." The Florida Supreme Court described culpable negligence in a criminal case as involving "that entire want of care which would raise the presumption of indifference to consequences; or such wantonness or recklessness or grossly careless disregard of the safety and welfare of the public, or that reckless indifference to the rights of others, which is equivalent to an intentional violation of them." State v. Greene, 348 So. 2d 3, 4 (Fla. 1977).

67. Reckless carelessness or breach of trust was not clearly shown here. Respondent's failure to deliver to Ms. Feloney the funds that had been entrusted to Friendly, while based on incorrect assumptions, did not rise to an intentional breach of trust. While Respondent failed to properly direct, control, and manage her sales associate, it was not shown that

she exhibited such wantonness or reckless indifference so as to attribute culpable intent to that inaction. Her efforts to close the escrow account, though not meeting her obligations to preserve and reconcile records and accounts, demonstrated her intent to correct the situation after it came to her attention.

68. Petitioner failed to prove by clear and convincing evidence that Respondent violated section 475.25(1)(d).

Penalty

69. The Florida Real Estate Commission adopted disciplinary guidelines for the imposition of penalties authorized by section 475.25(1) in Florida Administrative Code Rule 61J2-24.001.

70. Rule 61J2-24.001(3)(e) provided that a $250.00 to $1,000.00 administrative fine and license suspension to revocation was the appropriate range of penalty for the first offense of failing to account or deliver escrowed property to any person as required by agreement or law in violation of section 475.25(1)(d).

71. Rule 61J2-24.001(3)(u) provided that a $250.00 to $1,000.00 administrative fine and license suspension to revocation was the appropriate range of penalty for the first offense of failing to direct, control, or manage a sales associate in violation of section 475.25(1)(u).

72. Rule 61J2-24.001(3)(e) provided that a $250.00 to $1,000.00 administrative fine and license suspension to

revocation was also the appropriate range of penalty for the first offense of violating any rule or provision under chapter 475 in violation of section 475.25(1)(e).

73. Section 455.227(3)(a) provided that, in addition to any other discipline, the Florida Real Estate Commission may assess costs related to the investigation and prosecution of the case, excluding costs associated with an attorney's time.

74. Rule 61J2-24.001(4) provided that the demonstration of aggravating or mitigating circumstances warrants deviation from the penalty guidelines. The rule provided that aggravating or mitigating circumstances may include, but are not limited to:

> 1. The degree of harm to the consumer or public.
>
> 2. The number of counts in the Administrative Complaint.
>
> 3. The disciplinary history of the licensee.
>
> 4. The status of the licensee at the time the offense was committed.
>
> 5. The degree of financial hardship incurred by a licensee as a result of the imposition of a fine or suspension of the license.
>
> 6. Violation of the provision of Chapter 475, F.S., wherein a letter of guidance as provided in Section 455.225(4), F.S., previously has been issued to the licensee.

75. No aggravating or mitigating circumstances were properly noticed or demonstrated here so as to warrant deviation

from the wide range of penalties already permitted within the guidelines.

RECOMMENDATION

Upon consideration of the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that a final order be entered by the Florida Real Estate Commission:

Finding Maria Camila Murata in violation of sections 475.25(1)(d)1., 475.25(1)(u), and 475.25(1)(e) as charged in the Administrative Complaint; imposing an administrative fine of $2,250.00; imposing license suspension for a period of two months; and imposing costs related to the investigation and prosecution of the case.

DONE AND ENTERED this 2nd day of January, 2018, in Tallahassee, Leon County, Florida.

F. SCOTT BOYD
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 2nd day of January, 2018.

ENDNOTES

[1/] Except as otherwise indicated, references to statutes and rules are to versions in effect in the Spring of 2016, when the conduct forming the basis of the charges against Ms. Murata is alleged to have taken place.

[2/] While Mr. Trafton suggested that Respondent "should" have transferred her own personal funds to Ms. Feloney, only Respondent's failure to deliver the funds entrusted to Friendly is addressed here.

COPIES FURNISHED:

Labeed A. Choudhry, Esquire
Ward, Damon, Posner, Pheterson &
Bleau, P.L.
4420 Beacon Circle, Suite 100
West Palm Beach, Florida 33407
(eServed)

Crystal D. Stephens, Esquire
Nicholas Lee DuVal, Esquire
Department of Business and
Professional Regulation
Capital Commerce Center
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
(eServed)

Jason Maine, General Counsel
Department of Business and
Professional Regulation
Capital Commerce Center
2601 Blair Stone Road
Tallahassee, Florida 32399-2202
(eServed)

Thomas Luzier, Chair
Florida Real Estate Commission
Department of Business and
Professional Regulation
400 West Robinson Street, Suite N801
Orlando, Florida 32801

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.