

Circuit Court for Prince George's County
Case No.: C-16-CV-22-000084

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 99

September Term, 2024

IN THE MATTER OF AJOKE OYEGUNLE

Wells, C.J.,
Graeff,
Kehoe, Christopher B.
(Senior Judge, Specially Assigned)
JJ.

PER CURIAM

Filed: December 26, 2024

* This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis nor may it be cited as persuasive authority.

In December of 2019, Ms. Oyegunle entered into a contract to purchase a home in Suitland, Maryland. The contract listed Gongwei Wang, a licensed real estate agent in Maryland and Virginia, as the sales associate for the listing broker but failed to disclose his identity as both the owner and the seller of the property. Prior to settlement on the home, Ms. Oyegunle learned of Mr. Wang’s status as the owner and seller of the property. Ms. Oyegunle contacted Mr. Wang by email and asserted that although she believed he had committed “several actionable violations[,]” that she was “elect[ing]” not to withdraw from the contract, and sought only the allowance of a pool inspection:

Although I can pursue these claims against you, I prefer not to; the only remedy I seek is allowance of a pool inspection. By refusing the pool inspection and continuing on this path, you are jeopardizing your real estate license, your professional reputation, your livelihood, and your ability to sell this house. As it stands, this house is in limbo; you cannot market it or sell it unless I withdraw from our contract. I have not elected to do that.

Ms. Oyegunle also filed a complaint with the Northern Virginia Association of Realtors (“NVAR”), as well as a request for mediation with the Maryland Realtors Mediation Program.¹ Mr. Wang agreed to the pool inspection, and Ms. Oyegunle thereafter proceeded with the purchase of the home.

Nearly two years later, on October 24, 2021, Ms. Oyegunle filed a complaint and Guaranty Fund claim with the Maryland Real Estate Commission (“Commission”) against Mr. Wang and his licensed real estate broker, Tony Yeh. Therein, she asserted that Mr.

¹ Ms. Oyegunle’s request for mediation was later dismissed after she confirmed that “the dispute has been resolved and there is no need for mediation.” Additionally, NVAR fined Mr. Wang \$500 as a result of failing “to disclose his interest in property being bought or sold by him.”

Wang and Mr. Yeh violated “numerous Maryland laws” and that, “[a]lthough [she] was eventually able to purchase [her] home last year, [she] suffered tremendously at the hands of Mr. Wang and Mr. Yeh due to their illegal, unethical, and unprofessional actions.” She sought the reimbursement of \$805.03 in expenses, including, as outlined in her complaint:

- Mandatory mediation fee for Maryland Association of REALTORS Mediation Program (\$200)
- Fee to fax mediation forms (\$9.24)
- Court filing fee to file complaint (\$169)
- Transportation to and from court (\$50.63)
- Time was required to miss work to deal with the crisis caused by Mr. Wang (\$346.16)
- Court filing fees after the initial complaint (\$15)
- Related costs, such as printing and mailing (\$15)

Total: \$805.03

Ultimately, the Commission declined to investigate Ms. Oyegunle’s complaint after finding that she failed to “establish a prima facie case for disciplinary action[.]”

Specifically, the Commission noted that:

While Mr. Wang failed to put in the listing that he was the owner/listing agent, you were aware of this fact well before settling on the property. Mr. Wang was also sanctioned by N[V]AR for his failure to disclose that he holds a real estate license. While the Maryland Real Estate Commission considers this a serious violation, its’ protocol would be to sanction a fine to the licensee. In this case, Mr. Wang was assessed that fine in 2020 as result of your complaint through N[V]AR. Mr. Wang acknowledged his failure in making the disclosure. Mr. Wang is advised that should this occur in the future, more sanctions by the Maryland Real Estate Commission may result.

Additionally, with regard to Ms. Oyegunle’s Guaranty Fund claim, the Commission explained that a “claimant must show that he or she has suffered an actual loss which was the result of conduct of the licensee which constituted theft, embezzlement, false pretenses, forgery, fraud or misrepresentation[.]” and noted that “[t]hese standards have not been

met[.]” Accordingly, the Commission dismissed the complaint and the Guaranty Fund claim without investigation.

Ms. Oyengule filed a petition for judicial review in the Circuit Court for Prince George’s County, and the circuit court affirmed the Commission’s decision. Ms. Oyegunle thereafter noted the instant appeal. She presents three questions for our review, which we consolidate and rephrase as follows: Did the circuit court err in affirming the Commission’s decision to dismiss Ms. Oyegunle’s complaint and Guaranty Fund claim? We hold that it did not, and we shall affirm.

DISCUSSION

“When reviewing a decision by an administrative agency, this Court ‘looks through’ the decision of the circuit court, applying the same standards of review to determine whether the agency itself erred.” *Matter of Homick*, 256 Md. App. 297, 307 (2022) (quoting *Brandywine Senior Living at Potomac LLC v. Paul*, 237 Md. App. 195, 210 (2018)). Accordingly, our role is “limited to determining if there is substantial evidence in the record as a whole to support the agency’s findings and conclusions, and to determine if the administrative decision is premised upon an erroneous conclusion of law.” *United Parcel Serv., Inc. v. People’s Couns. for Baltimore Cnty.*, 336 Md. 569, 577 (1994).

“In other words, the question on appeal becomes whether a reasoning mind could reasonably have reached the agency’s factual conclusion.” *Dep’t of Lab., Licensing & Regul. v. Muddiman*, 120 Md. App. 725, 734 (1998). “[I]f reasoning minds could reasonably reach the conclusion reached by the agency from the facts in the record, then it is based upon substantial evidence, and the court has no power to reject that conclusion.”

Maryland State Bd. of Nursing v. Sesay, 224 Md. App. 432, 457 (2015) (quoting *Liberty Nursing Ctr., Inc. v. Dep't of Health & Mental Hygiene*, 330 Md. 433, 443 (1993) (citation omitted)). Finally, because an administrative agency's ruling is "presumed valid[.]" we review the agency's decision "in the light most favorable to it[.]" *Maryland Aviation Admin. v. Noland*, 386 Md. 556, 571 (2005) (quotation marks and citations omitted).

On appeal, Ms. Oyegunle maintains that the Commission found that Mr. Wang committed a "serious violation[.]" and thus, that it erred in "finding that [Ms. Oyegunle] did not assert a prima facie" case for disciplinary action. Additionally, she contends that the Commission "failed to issue a decision" as to Mr. Yeh, and thus, that "the [circuit] court usurped the agency's role by producing a decision in place of [the] Commission[.]" Finally, she asserts that the Commission erred in denying her Guaranty Fund claim because she was "forced to pay for mediation and eventually litigation[.]"²

Licensed real estate salespersons and brokers may be subject to disciplinary action for violations under Md. Code Ann., Bus. Occ. & Prof. ("BOP") § 17-322(b). Specifically, BOP §17-323(c)(1) provides that a complaint made to the Commission "shall be referred for investigation if, after a review under this subsection, it is determined that the complaint: (i) alleges facts that establish a prima facie case that is grounds for disciplinary action under

² Although the issues raised in Ms. Oyegunle's brief focus on whether the circuit court erred in affirming the Commission's decision, because our focus is on the Commission's decision, rather than the circuit court's, we have slightly rephrased her contentions to reflect the claims properly before us on appeal. *See Spencer v. Maryland State Bd. of Pharmacy*, 380 Md. 515, 524 (2004) (reiterating that "it is the final decision at the administrative level, not the decision of the reviewing court, which is the focus of each level of judicial review").

§ 17-322 of this subtitle; and (ii) meets the [form and content] requirements of subsection (b) of this section.” Further, claimants who suffer “an actual loss” relating to provision of real estate brokerage services may recover compensation from the Commission’s Guaranty Fund under BOP § 17-404(a). Claims of actual loss under the subtitle include those based on an act or omission where “money or property is obtained from a person by theft, embezzlement, false pretenses, or forgery” or where an act or omission “constitutes fraud or misrepresentation.” BOP § 17-404(a)(2)(iii).

Here, the Commission determined that Ms. Oyegunle’s complaint failed to allege facts establishing a prima facie case of grounds for disciplinary action under § 17-323(c)(1). The Commission based its decision upon facts that are both supported by the record and undisputed on appeal, including that Ms. Oyegunle was “aware of [the fact that Mr. Wang was the owner/seller of the property] before settling on the property” and that Mr. Wang had already been fined by NVAR as a result of the violation. That the Commission noted that it considers the actions alleged a “serious violation” does not alter our conclusion. The Commission nonetheless found that the facts did not establish grounds for disciplinary action under § 17-323(c)(1), a finding that we give considerable weight on appeal. *Noland*, 386 Md. at 572 (noting that “an administrative agency’s interpretation and application of the statute which the agency administers should ordinarily be given considerable weight by reviewing courts.”).

Further, Ms. Oyegunle maintains that the Commission erred in dismissing her Guaranty Fund claim because she was “forced to pay for mediation and eventually litigation[.]” However, mediation never occurred in the facts before us; instead, the record

reflects that Ms. Oyengule’s request for mediation was closed after she “confirmed... that the dispute has been resolved and there is no need for mediation.” Although Ms. Oyengule ultimately decided to file the complaint and Guaranty Fund claim presently before us, we cannot say that the court erred in finding that the costs resulting from filing for mediation and litigation did not constitute “actual loss” from “theft, embezzlement, false pretenses, or forgery” or “fraud or misrepresentation[,]” as required under BOP § 17-404(a)(2)(iii).

Finally, we are unpersuaded by Ms. Oyegunle’s assertion that the Commission “failed to issue a decision” as to Mr. Yeh. The Commission’s decision plainly noted that it was closing Case No. 294-RE-2022 – the sole case involving Ms. Oyengule’s claims against both Mr. Wang and Mr. Yeh – as well as the Guaranty Fund claim. The decision plainly notes that the Commission “has closed both the regulatory complaint and the guaranty fund claim[,]” asserts that the decision is final, and advises Ms. Oyegunle’s of her right to appeal. Accordingly, and viewing the Commission’s decision “in the light most favorable to it,” the Commission’s decision was supported by substantial evidence and properly affirmed by the circuit court. *Noland*, 386 Md. at 571 (quotation marks and citations omitted).

**JUDGMENT OF THE CIRCUIT
COURT FOR PRINCE GEORGE’S
COUNTY AFFIRMED. COSTS TO
BE PAID BY APPELLANT.**