

# Real Estate Commission Bulletin

## Your Real Estate License



### contents

Is Your Place of Business  
Compliant?

(2)

The Chair's Message

(3)

Administrative Actions

(4 - 10)

Statutory Rules/

Violations

(11 - 13)

Hawaii Legislation  
Requires Consideration of  
"Reasonable Reliance" in  
Misrepresentation,  
Material Disclosure Cases

(14)

Prelicense Schools/

Continuing

Education Providers

(15)

Real Estate Commission

Meeting Schedule

(16)



What does your real estate license mean to you? Is real estate your primary way of earning a living? Or, is it like a second job? Does that make the license less important and meaningful? Do you even care? Or, how much do you care?

As of the end of 2012, there were almost 19,000 real estate licensees (brokers, salespersons, and entities) listed in the licensing database. By January 2, 2013, there were about 3,319 licensees who had NOT renewed their licenses for the 2013-2014 biennium. Perhaps these licensees decided not to continue in the real estate industry, perhaps they had not completed the required continuing education to renew their license on active status, or perhaps the renewal of their license was being held back because the licenses of their principal broker, brokerage, and/or broker-in-charge were not renewed in a timely manner.

Congratulations to those of you who have successfully renewed for the 2013-2014 biennium. Here are some cautionary reminders when conducting real estate activity.

Check the license status of all real estate licensees you deal with, and check immediately. You can check license status at <http://pvl.ehawaii.gov/pvlsearch>.

You may also consider doing a complaint history search on the licensee(s) at <http://www.ehawaii.gov/org/serv/cms>.

What may happen if you do not check the current license status of licensees you work with? If you are found to have engaged in real estate activity with an unlicensed individual, you will be charged with "aiding and abetting an unlicensed person" (Hawaii Revised Statutes (HRS) section 436B-19(6)) by the Regulated Industries Complaints Office (RICO). This may lead to a forfeiture of all earned commissions, and other disciplinary action against your license by RICO. You'll read all about it in one of the Commission's quarterly Real Estate Commission Bulletins.

Licensees who "forget" to renew their license by the license expiration date of December 31st of the even-numbered year, will be investigated by RICO, and may also forfeit any earned commissions for real estate activity during the time their license was forfeited. The principal broker may also be found in violation of licensing laws that involve direct management and supervision of associated licensees, specifically, HRS section 467-1.6(a) and (b)(7). This also provides interesting reading in the Commission's quarterly Bulletin.

There are other possible laws and rules violations that may be named including misrepresentation, failure to comply with the licensing laws and rules, unlicensed activity, and failing to protect the general public in real estate transactions.

# Is Your Place of Business Compliant?

Real estate licensees are familiar with the mantra, “Location, location, location.” It is considered by many to be the primary consideration relating to real estate. The digital age is in full swing, and new territories as well as the boundaries of these new areas are being scrutinized.

From a regulatory standpoint, a brokerage’s location, or more specifically, the place of business, falls into these new areas of exploration.

§16-99-3 Hawaii Administrative Rules (HAR) states a brokerage firm shall maintain a principal place of business located in this State at a business address registered with the commission from which the brokerage firm conducts business and where the brokerage firm’s books and records are maintained.

§16-99-2 HAR defines place of business as follows:

“**Place of business**” means the physical place where business is conducted **other than a post office box, tele-**

**phone, telephone answering service, letter or mail drop**

**service, or motor vehicle with-**  
in the State, and may include a home occupation office. The

place of business shall conform with the permitted use under the zoning code of the county in which the place of business is situated and with any declarations, bylaws, house rules, recorded restrictions, or covenants that may govern the place of business. The commission may use as guidelines, but is not limited to, the following factors in finding that a brokerage firm is maintaining a place of business: physical

presence of the broker during reasonable scheduled office hours; on-site maintenance of confidential clients’ files which shall be immediately accessible to the commission upon request; the prominent display of the brokerage firm’s name or trade name as licensed by the commission and the listing of the brokerage firm name where permissible in the building directory; the operation of the brokerage firm at a place of business directly accessible to the public; and the on-site maintenance of personnel and compensation records on all real estate salespersons and broker-salespersons employed by or associated with the brokerage firm. Client files as used in this definition includes but is not limited to: real estate contracts, escrow records, trust account records, and confidential client data. “Place of business” does not include the operation of a place of business designed to evade the requirements of the definition as set forth in this paragraph. Each brokerage firm shall have one, and only one, principal place of business. (emphasis added)

The display of a license is required of both the brokerage and the broker by §16-99-6 HAR and §467-12(a) Hawaii Revised Statutes (HRS) as follows:

**§16-99-6 Display of license.** The brokerage firm’s certificate of license shall be conspicuously displayed in the principal place of business.

**§467-12 Place of business and posting of license.** (a) A licensed real estate broker shall have and maintain a definite place of business in the State, in compliance with this chapter and the rules of the commission, and shall display therein the real estate broker’s license and upon request make available any associating real estate salesperson’s license.

§16-99-2 HAR indicates that use of a mail drop/answering service is insufficient to meet the requirements of §§16-99-3 and 16-99-6 HAR and §467-12 HRS. Similarly, a “virtual office” location may not meet the same requirements.

An inappropriate principal place of business impedes regulatory oversight. It also hampers a consumer’s ability to conduct timely and expedient transactions with their real estate agent. Licensees are encouraged to review the laws and rules and seek competent legal counsel to deter-

mine if their brokerage is in compliance with

laws and rules relating to the business of real estate.



# The Chair's Message

## Broker Practice Tip: Policies and Procedures Can Minimize Risk



Although it can be a highly desirable position that can be prestigious and lucrative, the role of a principle broker should not be taken lightly. According to Hawaii Revised Statutes (“HRS”), Section 467-1.6(a), “The principal broker shall have direct management and supervision of the brokerage firm and its real estate licensees.” This means that ultimately, the principal broker oversees all real estate related activity emanating

from the real estate brokerage and as such, can be the most susceptible to risk.<sup>1</sup>

Even if the principal broker is not the owner of the real estate brokerage firm, the principal broker’s required supervision of the real estate licensees is beyond that of a supervising employee or contractor. Because the principal broker has an enormous amount of responsibility, the principal broker’s liability and exposure can be even greater than that of the company’s owner. If the principal broker is implicated, he/she cannot only be terminated by the brokerage owner, but the principal broker can also be held separately liable by the Department of Commerce and Consumer Affairs (“DCCA”) for violation of the licensing statutes and rules, which can result in suspension or revocation of the broker’s license, as well as monetary fines and penalties, and civil and/or criminal proceedings.

The structure of a real estate brokerage firm is not that of a typical company. Generally, a principal broker has to oversee, manage and supervise multiple independent contractors that are not employees of the company. As such, policies and procedures can be used to ensure consistent operations at a certain standard, to efficiently utilize administrative and management resources, and to communicate to the contractors (and even potential agents looking for positions) the culture, goals and vision of the real estate brokerage firm. From the principal broker’s perspective, probably one of the most important functions of thorough and well devised and well drafted policies and procedures is that they can minimize risk for the principal broker.<sup>2</sup>

Policies and procedures should be a fluid document. However in order to minimize risk, the policies and procedures should start with and always cover the legal responsibilities of the principal broker and licensees. For instance, it would be a good idea to start with the statutory responsibilities under HRS §467-1.6(b) as an outline for policies and procedures. For example, HRS §467-1.6(b)(7) requires that the principal broker ensure that the licenses of all associated real estate licensees and the brokerage firm are current and active. As such in the policies and procedures, the principal broker may want to require that all of its licensees receive their requisite 20 hours of continuing education credits by November 30 to ensure processing and a continuing active license status by January 1. The policies and procedures can contain a policy that all licensees obtain their 20 hours of continuing education credits by such dates and that each licensee submit a copy of his/her active license status (printed from the DCCA website) every quarter to the principal broker. This may minimize the principal broker’s risk of being negligent for unlicensed real estate activity. As another example, HRS §467-1.6(b)(2) requires that the principal broker be responsible for the brokerage firm’s records, contracts and documents. To ensure compliance, the policies and procedures should provide a process for the principal broker’s review of contracts and documentation from signing to closing. The policies and procedures should also require some physical “signing off” by the broker on the initial contract and a record duplication and filing policy. Detailed documentation and retention policies are both extremely important in minimizing the principal broker’s liability.

Since principal brokers have an extraordinary amount of responsibility and immense liability under Hawaii’s real estate licensing laws and rules, principal brokers should take advantage of utilizing policies and procedures to ensure licensees are informed about the legal requirements under Hawaii’s laws and to minimize liability by implementing procedures necessary to ensure compliance with such laws. Policies and procedures if followed correctly and diligently can minimize the risk of real estate brokerage firms and licensees. More importantly from a policy standpoint, solid policies and procedures and consistent follow-up, practice and enforcement of the same allows for better oversight for protection of the public.

(s) Nikki Senter, Chair

<sup>1</sup> Hawaii Administrative Rules §16-99-4(k) provides that the principal broker may delegate control and custody of certain trust properties to the broker in charge. The law further holds brokers in charge to be jointly liable with the principal broker for any delegated duties. As such although this article focuses on the principal brokers’ responsibilities, the reader should understand the content may also be applicable to the broker in charge.

<sup>2</sup> The HRS in Section 467-1.6(b) explicitly requires the principal broker to develop policies and procedures for certain activities, such as the handling of real estate transactions, conduct of the licensees and staff, education requirements and enforcement.



# Administrative Actions

September 2012

**Kalani Deacon**

Broker – RB 20067

Case No: REC 2009-103-L

Dated 09/05/12

**Factual Findings:** April 2002-Respondent failed to disclose a prior conviction on his application for a real estate salesperson's license. July 2008-Respondent failed to disclose a prior complaint against his license on his application for a real estate broker's license. On 8/29/08, the Commission denied the July 2008 application for failing to disclose the DUI conviction on his 2002 real estate salesperson's license and because he had erroneously sent a real estate Change Form regarding a change of listing to the Honolulu Board of Realtors rather than to the Commission. On or about 10/8/08, Respondent reapplied for a real estate broker's license. The Commission voted to grant a conditional license. A conditional letter dated 10/31/08 was issued to the Respondent listing the following conditions: *a. That during the term of probation, any violations of the terms of probation, by the Applicant, shall be grounds for revocation of the license. b. That any subsequent criminal conviction whether by nolo contendere or otherwise, of a penal crime directly related to the qualifications, functions, or duties of the licensed profession or vocation shall be grounds for revocation of license. c. That failure to provide written notice within 30 days to the licensing authority of any judgment, award, disciplinary sanctions, order, or other determination, which adjudges or finds that the licensee is civilly, criminally, or otherwise liable for any personal injury, property damage, or loss caused by the licensee's conduct in the practice of the licensee's profession or vocation shall be grounds for revocation. d. That the applicant shall at all times be associated with and under the direct supervision of a principal broker for all real estate transactions. e. That the applicant shall inform the principal broker or sole proprietor real estate broker (including a broker-in-charge of a real estate branch office) with whom the Applicant associates that such a conditional real estate broker license has been granted and the terms of the conditional license. f. That any change of association and/or employment by Applicant to another real estate broker shall be submitted in writing to the Commission with the new broker, principal broker or sole proprietor, and if applicable the broker-in-charge, acknowledging the terms of the Applicant's conditional license within ten (10) days of the change. g. And that the release of the Applicant from probation shall not imply any changes upon the conditions of the license. h. Upon successful completion of probation, the Applicant must submit a written request to the Commission if the Applicant desires to have the conditions removed.* On or about 6/14/09, Respondent met with Bridget Arrastia, broker-in-charge of the Century 21 Waialele office. Respondent alleges that during this meeting, he informed Arrastia of the conditions on his license and explained his DUI conviction to her. On or around

6/15/09, Respondent and Arrastia had an informal meeting to sign the Change Form. Arrastia testified that at no time during their 6/15/09 meeting did Respondent disclose any of the conditions the Commission had placed on his license, his 1997 DUI conviction or the 10/31/08 conditional letter. Arrastia denied signing the 10/31/08 letter and testified that she only learned of the letter and conditions the Commission had imposed on Respondent's license after she had been contacted by the president of Century 21 in 2010 regarding a letter he had received from Petitioner in connection with Respondent's real estate broker's license. Knowing nothing about the 10/31/08 letter, Arrastia contacted Respondent who provided her with a copy of the letter by e-mail. Upon learning of the Commission's 10/31/08 letter regarding Respondent's conditional license, Arrastia checked the Respondent's file. The file contained a copy of the Change Form Arrastia had signed on 6/15/09, but did not contain a copy of the Commission's 10/31/08 letter. Arrastia also testified that it would have been difficult to hire Respondent had she known of the conditions that had been placed on Respondent's license because Century 21's principal broker, Kenneth Hayo, was located in Century 21's Maui office. Therefore, it would have been impossible for Respondent to have been supervised by Hayo as was required by the Commission. Hayo testified that prior to September 2010, he had not been informed by Respondent of the conditions that had been placed on Respondent's license by the Commission or the Commission's 10/31/08 letter setting forth those conditions. On 6/15/09, Respondent was hired by Century 21 as a broker-salesperson at its Waialele office. According to Respondent, while associated with Century 21, he was under the supervision of Arrastia as well as James Wright, who Respondent understood was Century 21's principal broker. Although Wright had been Century 21's principal broker at one time, Kenneth Hayo was Century 21's principal broker at all times relevant to this mat-

# Administrative Actions (cont. from page 4)

## September 2012

ter. Respondent did not attempt to verify whether Wright was the principal broker of Century 21. On 6/16/09, a Change Form was delivered to the Professional Vocational Licensing Division of the Department of Commerce and Consumer Affairs ("PVL") indicating that Respondent was changing brokers. There was no evidence that PVL had received a copy of the Commission's 10/31/08 letter purportedly signed by Arrastia. By letter dated 10/10/10 to the Commission, Hayo acknowledged receipt of a letter from Petitioner relating to Respondent's license status. In part, the letter stated: *In view of the circumstances and since I only recently became aware of your 10/31/08 letter with conditions pertaining to Mr. Deacon, I wish to inform you that I have now reviewed the letter and am now aware of your conditions pertaining to Mr. Deacon's license. In addition, Mr. Deacon has subsequently resigned from Century 21 All Islands and has moved his license to another real estate firm.*

**Order:** 3 years license suspension (first 6 months shall not be stayed); Payment of \$2,500.00 fine within seven (7) months of Commission's First Amended Final Order dated 8/24/12 and other conditions as stated in said order.

**Violations:** HRS §§467-14(3), (8), (20); HRS §467-20; HRS §§436B-19(1), (2), (5), (7), (8), (10)

**Anthony D. Sayles**  
Salesperson – RS 63365  
Case No: REC 2011-83-L  
Dated 9/28/12

**Allegations:** On or about 1/19/11, Respondent was found guilty in the District Court of the Second Circuit, State of Hawaii, for the crime of driving under the influence. Respondent disclosed the Conviction in writing to the Commission on 1/27/11.

**Sanction:** Pay a \$500.00 administrative fine.

**Violations:** HRS §§436B-19(12), (14), (17)

**Poipu Resort Partners,  
L.P., Theresa Wery, Kerry  
Rath, Kirsten Sparkman**  
RB – 16904  
RB – 10502  
RS – 58328  
RS – 66796  
Case No: REC 2009-347-L  
Dated 9/28/12

**Allegations:** In or around 8/7/08, Robert and Deborah LeMere and their four children were visiting Oahu from their home in Louisiana. The LeMeres made reservations through the internet to stay at the Point at Poipu Resort on the island of Kauai with a nightly rate of \$99.00. The reservation included a requirement that the LeMeres attend a 90-minute timeshare sales presentation. The LeMeres were not provided with a written disclosure regarding the promotional room rate as required by HRS §514E-11. Upon arriving on Kauai, the LeMeres attended a timeshare sales presentation. The sales presentation lasted over two and one-half hours and the LeMeres were told that if they did not attend the sales presentation the room rates would go from \$99.00 and could go up to \$399.00. The LeMeres were told that with the purchase of points they could travel anywhere and anytime. The LeMeres were told that the purchase of 6500 points entitled them to a two-bedroom unit and a week long stay. The LeMeres were told that booking reservations at the last minute would result in better deals. The LeMeres were presented with a sales contract, but were told they were not allowed to take the contract out of the presentation room for review by their accountant. The LeMeres were told no one reads

and understands the sales contract but they had nothing to worry about. The LeMeres were not informed of their right to rescind the contract. The LeMeres purchased points in the timeshare system for \$22,035.00. The LeMeres unsuccessfully attempted to make reservations in various locations at various times. However, they were told there was no availability, there were no two-bedroom units, the rooms were booked years in advance, or they only had enough points for three days. Additional misrepresentations were made to the LeMeres in order to induce the LeMeres to purchase a timeshare interest.

**Sanction:** Pay a \$1,000.00 administrative assessment.

**Violations:** HRS §§467-14(1), (8), (13), (20); HAR §§16-99-3(a), 3(b); HRS §§436B-19(9), (11); HRS §§514E-11(1), (3), (4); HRS §514E-11.1; HRS §§467-1.6(a), (b)(3)

# Administrative Actions (cont. from page 5)

## September 2012

**Ben Bregman and  
Timeshare Liquidators or  
Hawaii, LLC.**  
**Broker – RB 18806**  
Broker – RB 17234  
Case No: REC 2009-38-L  
Dated 9/28/12

**Factual Findings:** In 1999, an interest in time share unit situated in The Point at Poipu on Kauai, Apartment No. 08-101 was sold by Poipu Resort Partners, L.P. to James and Brenda Wolfe. According to the deed conveying the interest to the Wolfes, the unit included, “[a]n undivided 1/51 or 1/102 interest in and to the following...Apartment No. 08-101 of the Condominium Project known as “POIPU POINT[.]” The subject unit is not an ocean front unit. The Wolfe deed referenced an inventory control number, 08-101-25D, and the letter “D” affixed to the bottom of each page of the Deed. There was no indication on the Wolfe deed as to what the “D” designation referred to. In or around August 2005, the Wolfes sold their interest in the subject unit to Timeshare Investors, LLC, of which Respondent Bregman was its member manager. The Wolfes’ interest in the subject unit was conveyed by an Assignment of Timeshare Interest which included the TMK of the subject unit, as well as the inventory control number, but without the “D” designation that had appeared on the Wolfe Deed. Attached to the Assignment of Timeshare Interest as an Exhibit was a legal description of the subject unit prepared by Hawaii Escrow & Title. The description of the subject unit was consistent with the description set forth in the Wolfe deed. The description did not include any reference to the “D” designation. On or about 10/29/05, Grant and Teri Gloor entered into a contract to purchase Timeshare Investors, LLC’s 1/51 Floating Unit Interest in the subject unit. Respondent Timeshare Liquidators was the seller’s agent in the transaction. The contract disclosed that the “Seller is a Hawaii Real Estate Broker” and that “Buyer acknowledges and consents to the above referenced agent being a representative of the seller”. The contract did not contain a legal description of the subject unit or the name of the legal owner of the subject unit. The Gloors acknowledged in the contract their understanding that “any representation by the Timeshare Store and any of its sales agents must be in writing and that no verbal representation shall be construed as fact”, and that they had received a copy of the Disclosure Statement. According to the Disclosure, the subject unit was a Type II unit. After the Gloors signed the contract, Respondents, as a matter of practice, arranged to have a title report of the subject unit prepared and provided to the Gloors. On 11/1/05, a Preliminary Title Report was prepared by Old Republic Title & Escrow of Hawaii and provided to the Gloors for their information. The Preliminary Title Report identified the Buyer as the Gloors and was “Issued for the sole use of: Timeshare Investors LLC”. Old Republic Title & Escrow of Hawaii, Ltd. By letter

dated 12/8/05 to Timeshare Investors, LLC, the Poipu Point Developer, Embassy Vacation Resort, waived its first right of refusal with respect to the Gloor transaction. The letter identified the Buyer as Respondent Bregman and referenced the Interval No. 08-101-D-25 (emphasis added). On 1/11/06, an Interval Warranty Deed conveying Timeshare Investors, LLC’s interest in the subject unit to the Gloors was recorded in the Bureau of Conveyances. The interest conveyed by the Interval Warranty Deed was consistent with the interest reflected in the Preliminary Title Report and did not include any reference to the “D” designation. In 2006, the Gloors requested and were able to reserve an ocean front unit at The Point at Poipu. In 2007, the Gloors again requested an ocean front unit. The Resort informed the Gloors that they were not entitled to an ocean front unit. However, after the Gloors explained that they had purchased a “floating unit”, they received confirmation for an ocean front unit. Sometime in 2007, the Gloors attended a sales presentation by the Resort. The Resort asked the Gloors to purchase an additional interest in the resort and to join a “point reservation system.” The Resort asked the Gloors to provide the Resort with their Deed to the subject unit and additional cash in order to participate in its point reservation system. After the Gloors declined to provide the Resort with their Deed, the Resort claimed that Respondents had misled the Gloors by selling them a garden view unit and consequently, the Gloors could no longer reserve an ocean front unit. The Gloors confirmed with Respondents that according to their Deed and related Disclosure, they had purchased a Type II Unit on a float basis which entitled them to stay in any Type II Unit, and that there was no mention of view categories anywhere in the Disclosure. They were informed by Respondents that they had purchased the right to access ocean front units as long as such units were available. By letter dated 12/2/07 to Poipu Point Ownership Services, the Gloors said in relevant part:

This year we attended a sales presentation

# Administrative Actions (cont. from page 6)

## September 2012

where we were told we had purchased a "Garden View". Our Interval Warranty Deed Document No: 2006-006626 became effective November 2005 and recorded January 2006. For the past two years we have stayed in what you refer to as an "ocean front". In fact, we were staying in an ocean front unit when the sales representative insisted we owned a garden view. There is no discussion anywhere in the disclosure statement referring to "view" categories. The disclosure statement further describes the property we purchased as follows: Each owner with floating unit rights will have the right to use a particular type unit based upon the type of unit in which such owner has an ownership share. (pg.3 disclosure statement provided by Poipu Point Resort Ownership Program C, (2) (a)[sic]. Based upon our deed and the ownership program documents provided by the resort, we are entitled to use any type 2 unit (two bedroom/ two bath) on an Every Year; Floating Rights basis. We are requesting that you make any corrections to your records necessary to resolve this issue so that in 2008 and any subsequent future reservation periods, we do not have to experience problems and or delays with our reservation requests.

By letter dated 7/12/08 to Respondents, the Gloors said in relevant part:

*In 2006 we reserved and stayed in an Ocean Front type 2 unit. In 2007 we reserved and were granted access to type 2 Ocean Front unit. We attended a sales meeting during our stay in 2007. We were informed at the sales meeting we no longer had access to Ocean Front units and that we owned a Garden View unit. We were told our title was in error and that our deed should actually show a letter "D" designating a Garden View category. Following the sales meeting, we immediately went to the Timeshare Store location, where we had purchased the unit, and spoke with Mike and Stacy at the store. Stacy provided copies of our sales packet information at that time. Stacy and Mike again reassured us that the Resort was the problem and that the Resort engaged in this kind of behavior all the time. They adamantly presented to us the property was an Ocean Front and we were being manipulated by the Resort. We reviewed our deed when we returned home and confirmed the deed contains no such letter view category designation. The property is identified as 08-101-25 type 2 unit with no view category designator. The Resort is now claiming the title company made a mistake and will not allow access to Ocean Front units. I have had phone and email contact with Lim Barnett at the Resort. They still contend our deed is incorrect and that the property sold to us was, in fact, a Garden view unit. We contacted the title company and asked them to review the title issue for us. We received a letter from Old Republic Title and Escrow of Hawaii, Ltd. that states we purchased a 1/51 interest in a 2*

*bedroom, 2 bath Floating unit at 8-101-25. They state there is no such view category designation. They suggest we go back to the seller. We then questioned the personnel at Timeshare Store again who again stated this is a common tactic used by the Resorts to convince people to invest additional money and buy into their exchange programs. It is intriguing how the title company can do a title search and not discover any of the information related to the view designation.*

By letter dated 10/20/09 to Petitioner, Respondents said in part: *The Gloors stated in their letter dated 7/12/08 "In 2006 we reserved and stayed in an Ocean Front Unit. In 2007 we reserved and stayed in an Ocean Front unit." With all of the information furnished to myself from both the Original owners, title company and the plan manager at the time, it was my understanding this was a unit that was a floating unit with use thru out the resort including Ocean front units and that was confirmed as Gloors enjoyed on their stay in those units. In order to put this matter behind us without admitting any guilt or liability I intend on sending a settlement offer to the Gloors.*

By letter dated 11/24/09, the Gloors said, "[w]e are therefore willing to accept your settlement offer if we are "guaranteed access to an ocean front unit" and we receive an interval warrantee [sic] deed demonstrating our ownership of an ocean front unit. In addition, we agree to have Old Republic Title "do all of the work on both intervals at no cost to us." In order to finalize the settlement, Respondents presented an Interval Warranty Deed to the Gloors for their signature. The Deed purported to convey the Gloor's interest in the subject unit directly to Tim and Sandra Eichenberg. The Eichenbergs had earlier expressed to Respondents a willingness to purchase an interest in the subject unit. The Gloors did not authorize Respondents to sell or offer to sell the Gloor's interest in the subject unit to the Eichenbergs and declined to sign the proposed Deed. Respondents presented the Gloors with another form of Interval Warranty Deed. The Deed purported to convey the Gloor's interest in the subject unit to Respondent Timeshare Liquidators and included tax map key number of the subject



# Administrative Actions (cont. from page 7)

## September 2012

unit, and the inventory control number with the garden view "D" designation. The Gloors signed the Deed on 6/9/10. On or about 5/18/10, the Eichenbergs entered into a contract with Respondent Timeshare Liquidators to purchase Respondent Timeshare Liquidators interest in the subject unit. The contract did not contain a legal description of the subject unit and did not clearly disclose the legal owner of the interest being purchased by the Eichenbergs. Respondents did not believe that the "D" designation on the Deed was relevant or necessary because the Gloors owned a Floating Unit Right and therefore had access to ocean front units subject only to availability. Nevertheless, Respondents included the "D" designation in the Deed for purposes of settling its

dispute with the Gloors. On 6/25/10, Respondent Timeshare Liquidators, through Respondent Bregman, executed an Interval Warranty Deed conveying its interest in the subject unit to Tim Eichenberg. The deed included the TMK of the subject unit and the inventory control number with the garden view "D" designation.

**Order:** Pay a \$2,000.00 fine.

**Violations:** HRS §467-1.6(b)(3); HRS §§467-14(1), (2), (3), (12), (18), (20); HRS §§436B-19(2), (7), (9), (11); HAR §§16-99-3(f), (g), (i), (l)

## October 2012

**Anthony Wu**  
Candidate for Real Estate  
Salesperson License  
Examination

**Factual Findings:** According to the PSI report dated 5/14/12, with an incident date of 5/14/12, Mr. Wu was instructed about the length of a break allowed, no electronic devices allowed, and to turn off his cell phone and place it in the assigned locker. Mr. Wu took his first break at 9:58 a.m. and returned at 10:02 a.m. Mr. Wu then came back out at 10:09 a.m. and took his second break, returning at 10:16 a.m. With the second break, he attempted to take his scratch paper out with him. The proctor made him put it back in the testing room. Because he went over the 5 minute break allowed, the proctor paused his examination when he returned. The proctor asked Mr. Wu if he has [sic] his cell phone with him (because she had heard talking in the hallway). He

admitted to having his cell phone in his pant pocket but said it was turned off. The proctor told Mr. Wu that he had breached security and that his examination would be ended. He asked to please give him another chance and the proctor instructed Mr. Wu to leave the site.

**Order:** Candidate is disqualified from the 5/14/12 examination and is barred from taking the real estate salesperson exam for one year.

**Violations:** HAR §16-99-29(e)

**Charmane Valerio**  
Candidate for Real Estate  
Salesperson License  
Examination

**Factual Findings:** According to the PSI report dated 6/8/12, with an incident date of 6/8/12, while the proctor was cleaning Ms. Valerio's testing computer he discovered two pieces of white notebook paper sitting on the desk. There were two real estate-related math problems written on the papers. The proctor had watched her during the exam and did not see the white notebook papers sitting on the table while she was testing.

**Order:** Candidate is disqualified from the 6/8/12 examination and is barred from taking the real estate salesperson exam for six months.

**Violations:** HAR §16-99-29(e)

**Entrada Management  
Services and  
Justin Schuman**  
Broker – RB 20528  
Broker – RB 20513  
Case No: REC 2010-1-U  
Case No: REC 2010-2-U  
Dated 10/26/12

**Allegations:** Respondents are the property managers for the Oasis at Waipahu apartment complex located at 94-207 Waipahu Street, Waipahu, Hawaii 96797. Respondent Schuman is the only real estate licensee affiliated with Respondent Entrada. Respondent Schuman does not reside in Hawaii. Respondent Schuman is and has been regularly absent from the principal place of business for more than thirty (30) calendar days. During Respondent Schuman's absence from the

principal place of business there has been no designation of a temporary principal broker or temporary broker in charge.

**Sanction:** Pay a \$5,000.00 administrative assessment

**Violation:** HAR §16-99-3(o)



# Administrative Actions (cont. from page 8)

## October 2012

**Premier Resorts International, Inc. and Steven E. Jackson**  
Broker – RB 17152  
Broker – RB 12862  
Case No: REC 2010-205-L  
Dated 10/26/12

**Allegations:** Respondents entered into management contracts for apartments in the Whalers Cove condominium at 2640 Puuholo Road, Koloa, Kauai 96756. The management contracts called for Respondents to act as rental agents for the respective unit owners in exchange for a percentage of the rental proceeds. Respondents issued the unit owners accounting statements for August and September 2009, however, no payments to the owners were included. To date and despite repeated demand, Respondents have failed to remit rental pro-

ceeds to the unit owners. Respondents did not maintain a client trust account in compliance with Hawaii Administrative Rules (HAR) §16-99-4.

**Sanction:** Voluntary license revocation

**Violations:** HRS §467-1.6(a); HRS §§467-14(7), (8), (10), (16), (20); HAR §§16-99-3(e), (m); HAR §16-99-4; HRS §§436B-19(1), (6), (7), (8), (9), (11), (12)

**Jeffrey N. Samuels**  
**ERA Signature Homes, Inc.**  
**aka and/or dba ERA Signature Homes**  
Broker – RB 17709  
Broker – RB 18331  
Case No: REC 2010-247-L  
Dated 10/26/12

**Allegations:** On or about 12/16/10, a complaint was filed against the Respondents in the Circuit Court of the First Circuit, State of Hawaii, by Vicky Smith ("Smith"), in *Smith v. Samuels, ERA Signature Homes, Inc. et. al.*, Civil No: 10-1-2601-12 (ECN)("Circuit Court Lawsuit"). The lawsuit arose out of Respondents' alleged failure to abide by a settlement agreement in *Smith v. Samuels, ERA Signature Homes*, Civil No: 1RC10-1-8993, District Court of the First Circuit, Waianae Division, State of Hawaii, which litigation arose out of Respondents' alleged failure to compensate Smith for commissions earned and services rendered in 2010 when Smith was still affiliated with the Respondents as a real estate broker. On or about 6/20/11, a judgment was entered in the Circuit Court Lawsuit, in favor of Smith and against Respondents' jointly and severally, for \$14,476.33. Respondents failed to report the Circuit Court Lawsuit judgment in writing, to the Commission. On or about 9/4/12, RICO commenced this administrative action by filing, with the Office of Administrative Hearings, a Petition for Disciplinary Action Against Real Estate Licenses; Demand for Disclosure to Respondents. On or about 9/7/12, the Office of Administrative Hearings issued a Notice of Hearing and Pre-Hearing Conference

which set a Pre-Hearing Conference for 9/25/12 and the Hearing for 10/11/12. The pre-hearing conference was held on 9/25/12 and at said conference Petitioner advised the Hearings Officer that the underlying complainant received an \$11,000 cashier's check from Respondent Samuels on 9/20/12, and, accepted the funds as a satisfaction of the underlying judgment referred to in the Petition. Moreover, Petitioner's attorney and Respondent Samuels engaged in settlement discussions after the pre-hearing conference, and, during said discussions Respondent Samuels provided Petitioner with sufficient mitigating information and documentation to warrant resolving the case with leniency.

**Sanction:** Jointly and severally pay a \$1,500.00 administrative fine.

**Violations:** HRS §§436B-19(7), (8), (17); HRS §436B-16; HRS §467-14(20)

## November 2012

**Daniel S. Kaneshiro and Real Estate Source, LLC.**  
Broker – RB 18860  
Broker – RB 18927  
Case No: REC 2011-15-L  
Dated 11/21/12

**Allegations:** On or about 10/29/09, judgment in the amount of \$31,711.13 was entered against Respondents in Civil No: 1RC09-1-6552 in the District Court of the First Circuit, State of Hawaii. The judgment related to Respondents' failure to return money in a real estate transaction. Respondents did not report the judgment to the Real Estate Commission. To date and despite repeated demand Respondents have not satisfied the judgment. On or about 2/23/10, judgment in the amount of \$6,793.17 was entered against Respondent Kaneshiro in

Civil No. 1RC09-1-10167 in the District Court of the First Circuit, State of Hawaii. The judgment related to Respondent Kaneshiro's failure to return money in a real estate transaction. Respondent Kaneshiro did not report the judgment to the Real Estate Commission. To date and despite repeated demand Respondent Kaneshiro has not satisfied the judgment. Respondents' real estate broker's license

# Administrative Actions (cont. from page 9)

## November 2012

expired on 12/31/10, however, Respondent Kaneshiro continued to act as a real estate broker. Respondent Kaneshiro failed to respond to Petitioner's request for information and refused to cooperate with the investigation in this matter.

**Violations:** HRS §§467-14(1), (2), (3), (7), (8), (16), (20); HAR §§16-99-3(b), (v); HRS §§436B-19(1), (2), (7), (9), (11), (12); HRS §436B-16

**Sanction:** Voluntary license revocation

## December 2012

**Janlu M. Takane**

Broker – RB 13859

Case No: REC 2010-110-L,

REC 2011-7-L

Dated 12/21/12

**Allegations:** On or about 11/13/09, Respondent entered into a rental agreement with Johnathan and Whitney Williams for a property located at 2724 Kahoaloha Lane, #502, Honolulu, HI 96826. Respondent did not disclose to the Williamses that she holds a real estate broker's license. Respondent did not disclose to the Williamses her interest in the property. The Williamses paid Respondent a deposit of \$1,350.00. Upon the termination of the rental agreement, Respondent failed to return the Williamses' security deposit. Respondent claims that she deducted charges for alleged smoke damage, however, Respondent failed to provide evidence of any such damage or payment for the alleged repairs. On or about 8/25/10, judgment in the amount of \$3,677.82 was entered against Respondent in the District Court of the First Circuit for Respondent's failure to return a security deposit. To date and despite repeated requests, Respondent has failed to satisfy the judgment. In or around June 2010, Respondent accepted \$1,200.00 each from Ms. Loni Quinn and two other college students for rental of a property located at 3619 Kilauea Avenue, Honolulu, HI 96816. The property is owned by My Mini, LLC, a domestic limited liability company of which Respondent is the sole member. At the time Respondent rented the Kilauea property, her real estate broker's license was inactive. Respondent did not disclose to the renters of the Kilauea Property that she was a real estate licensee. Respondent did not disclose to the renters of the Kilauea Property that she has an interest in the property. Ms. Quinn did not sign the rental agreement, nor

did she ever occupy the property as she was unable to return to college in Hawaii. Ms. Quinn requested return of her security deposit. Respondent sent Ms. Quinn a check in the amount of \$430.00, purporting to deduct charges related to the rental agreement despite the lack of any execution of the agreement by Ms. Quinn. Respondent's check for \$430 could not be cashed because Respondent had made a correction on the check. To date and despite repeated requests, Respondent has refused to return the security deposit.

**Sanction:** Return to Johnathan and Whitney Williams their security deposit in the amount of \$1,350.00. Return balance of security deposit in the amount of \$170.00 to Dee Quinn. Satisfy the Judgment entered against her in the District Court of the First Circuit, Case No: 1SC10-1-0638 for Respondent's failure to return a security deposit. Respondent agrees that she will not act as a rental agent for property owned by My Mini, LLC unless her real estate broker's license is active. Pay a \$500.00 fine.

**Violations:** HRS §467-7; HRS §§467-14(7), (16), (20); HAR §16-99-3(g); HRS §436B-19(7), (9), (11); HRS §436B-16

**Scott S. Kamiya**

Broker – RB 19217

Case No: REC 2012-5-L

Dated 12/21/12

**Allegations:** On or about 7/26/11, Respondent pled guilty to bank fraud, involving a scheme to defraud First Hawaiian Bank and Central Pacific Bank beginning in 2005 and continuing through October 2009, in the United States District Court for the District of Hawaii, CR.No.11-00660 LEK.

**Sanction:** Voluntary license revocation

# Statutory/Rule Violations

**Settlement Agreement (Allegations/Sanction):** The Respondent does not admit to the allegations set forth by the Regulated Industries Complaints Office (RICO) and denies having violated any licensing law or rule. The respondent enters in a Settlement Agreement as a compromise of the claims and to conserve on the expense of proceeding with a hearing on the matter.

**Disciplinary Action (Factual Findings/Order):** The respondent is found to have violated the specific laws and rules cited, and the Commission approves the recommended order of the Hearings Officer.

HRS §467-1.6(a)	The principal broker shall have direct management and supervision of the brokerage firm and its real estate licensees.
HRS §467-1.6(b)(3)	The principal broker shall be responsible for all real estate contracts of the brokerage firm and its handling by the associated real estate salesperson.
HRS §467-7	Licenses required to act as a real estate broker or salesperson.
HRS §467-14 (1)	Making any misrepresentation concerning any real estate transaction.
HRS §467-14(2)	Making any false promises concerning any real estate transaction of a character likely to mislead another.
HRS §467-14 (3)	Pursuing a continued and flagrant course of misrepresentation.
HRS §467-14 (7)	Failing to account for moneys belonging to others.
HRS §467-14(8)	Conduct constituting fraudulent or dishonest dealings.
HRS §467-14(10)	When the licensee, being a corporation, permits any officer or employee of the corporation who does not hold a real estate broker's license to have the direct management of the real estate brokerage business thereof or permits any officer or employee thereof who does not hold a real estate salesperson's license to act as a real estate salesperson therefor.
HRS §467-14(12)	When the licensee fails to obtain on the contract between the parties to the real estate transaction confirmation of who the real estate broker represents.
HRS §467-14(13)	Violating this chapter, chapters 484, 514A, 514B, 514E, or 515, or section §516-71, or the rules adopted pursuant thereto.
HRS §467-14 (16)	Converting other people's moneys to the licensees own use.
HRS §467-14 (18)	Failing to ascertain and disclose all material facts concerning every property for which the licensee accepts the agency, so that the licensee may fulfill the licensee's obligation to avoid error, misrepresentation, or concealment of material facts; provided that for the purposes of this paragraph, the fact that an occupant has AIDS or AIDS Related Complex (ARC) or has been tested for HIV (human immunodeficiency virus) infection shall not be considered a material fact.
HRS §467-14 (20)	Failure to maintain a reputation for or record of competency, honesty, truthfulness, financial integrity, and fair dealing.
HRS §467-20	False statement.
HRS §436B-16	Notice of judgments, penalties



## Statutory/Rule Violations (cont. from page 11)

HRS §436B-19(1)	Failure to meet or maintain the conditions and requirements necessary to qualify for the granting of a license.
HRS §436B-19(2)	Engaging in false, fraudulent, or deceptive advertising, or making untruthful or improbable statements.
HRS §436B-19(5)	Procuring a license through fraud, misrepresentation, or deceit.
HRS §436B-19(6)	Aiding and abetting an unlicensed person to directly or indirectly perform activities requiring a license.
HRS §436B-19(7)	Professional misconduct, incompetence, gross negligence, or manifest incapacity in the practice of the licensed profession or vocation.
HRS §436B-19(8)	Failure to maintain a record or history of competency, trustworthiness, fair dealing, and financial integrity.
HRS §436B-19(9)	Conduct or practice contrary to recognized standards of ethics for the licensed profession or vocation.
HRS §436B-19(10)	Violating any condition or limitation upon which a conditional or temporary license was issued.
HRS §436B-19(11)	Engaging in business under a past or present license issued pursuant to the licensing laws, in a manner causing injury to one or more members of the public.
HRS §436B-19(12)	Failure to comply, observe, or adhere to any law in a manner such that the licensing authority deems the applicant or holder to be an unfit or improper person to hold a license.
HRS §436B-19 (14)	Criminal conviction.
HRS §436B-19(17)	Violating this chapter, the applicable licensing laws, or any rule or order of the licensing authority.
HAR §16-99-3(a)	Licensee shall fully protect the general public in its real estate transactions.
HAR §16-99-3(b)	The licensee shall protect the public against fraud, misrepresentation, or unethical practices in the real estate field. The licensee shall endeavor to eliminate any practices in the community which could be damaging to the public or to the dignity and integrity of the real estate profession. The licensee shall assist the commission in its efforts to regulate the practices of brokers and salespersons in this State.
HAR §16-99-3(e)	The broker shall keep in special bank accounts, separated from the broker's own funds, moneys coming into the broker's possession in trust for other persons, such as escrow funds, trust funds, clients' moneys, rental deposits, rental receipts, and other like items.
HAR §16-99-3(f)	The licensee, for the protection of all parties with whom the licensee deals, shall see that financial obligations and commitments regarding real estate transactions, including real property rental management agreements, are in writing, express the exact agreements of the parties, and set forth essential terms and conditions, and that copies of those agreements, at the time they are executed, are placed in the hands of all parties involved.
HAR §16-99-3(g)	The licensee shall not acquire, rent, lease, or exchange an interest in or buy, rent, lease, or exchange for one's self, any member of the licensee's immediate family or brokerage firm, or any entity in which the licensee has any ownership interest, property listed with the licensee, licensee's brokerage firm, or listed with any other brokerage firm or licensee without making the true position known in writing to the listing owner or property owner. When offering for sale, lease, exchange, or rental, property which the licensee owns or has an interest in, the licensee shall fully inform the principal broker of the licensee's intention to sell, lease, exchange, or rent, and of the licensee's interest in the property. The licensee shall reveal the interest to the purchaser, lessee, or tenant in writing prior to accepting any offer.

## Statutory/Rule Violations (cont. from page 12)

HAR §16-99-3(i)	The brokerage firm shall not submit or advertise property without written authorization, and in any offering the price quoted shall not be other than that agreed upon with the owner as the offering price.
HAR §16-99-3(l)	A licensee shall not place any sign or advertisement indicating a property is for sale, rent, lease, or exchange without the written authorization of the owner or seller and approval of the principal broker or broker in charge.
HAR §16-99-3(m)	There shall be a principal broker or one or more brokers in charge, or both, at the principal place of business, and one or more brokers in charge at a branch office who shall be immediately responsible for the real estate operations conducted at that place of business.
HAR §16-99-3(o)	Prior to the time the principal broker or the broker in charge is absent from the principal place of business for more than thirty calendar days, and no other broker in charge is registered with the principal place of business, the principal broker shall submit to the commission a signed, written notification of the absence designating a temporary principal broker or temporary broker in charge, who shall acknowledge the temporary designation by signing the notification. In case of prolonged illness or death where the principal broker or broker in charge is unable to act, another broker shall be designated as the temporary principal broker or broker in charge within thirty days of the illness or death with appropriate notification to the commission. A temporary principal broker or broker in charge arrangement shall not exceed a period of six months, with the right to extend prior to expiration for another six months for good cause and with the approval of the commission.
HAR §16-99-3(v)	The licensee shall not convert other people's money to the licensee's own use.
HAR §16-99-4	Client's account; trust funds; properties other than funds.
HAR §16-99-29(e)	Examinations shall be conducted in accordance with procedures formulated by the testing agency authorized by the commission to administer examinations. Failure to follow such procedures shall result in immediate disqualification from the examination and may bar candidates from being examined in any future examinations.

# Hawaii Legislation Requires Consideration of “Reasonable Reliance” in Misrepresentation, Material Disclosure Cases\*

(\* Mahalo to the Association of Real Estate License Law Officials (ARELLO) for allowing the reprint of this article which appeared in the ARELLO “Boundaries” newsletter, September 2012. SB 3002 SB2 HD1 CD1 became Act 257 on July 6, 2012.)

A recent amendment to Hawaii’s real estate licensing statutes requires the Real Estate Commission to consider licensees’ good faith reliance on information provided by other persons or third parties in disciplinary cases involving misrepresentation or failure to ascertain and disclose material facts concerning a property. The legislative history of the bill reflects a spirited debate between the real estate industry and state regulators regarding the proper scope and application of the affected statutes.

As originally introduced, Senate Bill 3002 sought to amend three existing disciplinary statutes by requiring proof that a real estate licensee “negligently or intentionally” violated HRS 467-14(1): “Making any misrepresentation concerning any real estate transaction”; (2) “Making any false promises concerning any real estate transaction of a character likely to mislead another”; and (18) “Failing to ascertain and disclose all material facts concerning every property for which the licensee accepts the agency, so that the licensee may fulfill the licensee’s obligation to avoid error, misrepresentation, or concealment of material facts...”.

According to the available written legislative testimony, several licensees and REALTOR® associations supported the measure. They argued that the existing statutes impose an objectionable form of “strict liability”, are too broad and lack transparency regarding the standards applied by the Real Estate Commission to impose discipline. The Commission opposed the measure by pointing out that, in an effort to protect the public, the legislature “...outlined the aforementioned prohibited acts [in the subject statutes] and allowed the Commission to investigate whether or not the licensee violated those acts, not how they were committed.” The Commission also asserted that the proposed amendments would reduce both the Commission’s regulatory powers and the professionalism of the industry. Hawaii’s Regulated Industries Complaints Office (RICO), which investigates complaints against real estate and other licensed professionals, stated that the bill would make violations more difficult to prosecute. RICO also argued that it “...should be able to investigate all consumer complaints involving, misrepresentation, regardless of the state of mind of the licensee, and the Commission should have the authority to review all instances of alleged misconduct and take appropriate action without qualification.” And, in an argument that eventually proved persuasive, RICO noted that the

proposed amendments also would be inconsistent with the National Association of REALTORS® (NAR) Code of Ethics, which requires REALTORS® to avoid “misrepresentation” without qualification.

After further committee consideration, the Senate passed a version of SB 3002 that removed the negligence and intent standards. Instead, the Senate version would have amended HRS 467-14(1) to provide that licensees “shall not be held liable” for misrepresentations based upon a good faith reliance on information contained in public records or provided by specified third parties, such as sellers or property inspectors. It also would have eliminated liability for licensees’ “failure to ascertain and disclose all material facts concerning a property...” under HRS 467-14(18) if they relied “in good faith and with due care” on the property condition disclosures that sellers are required to provide to purchasers under Hawaii statutes. The proposed amendment of HRS 467-14(2) regarding “Making any false promises...” was dropped from the bill.

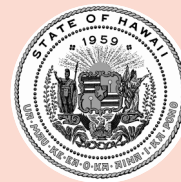
For its part, the House of Representatives passed a version of the bill that was similar to the Senate version but added a provision that would have required both RICO and the Commission to “...determine whether the licensee relied in good faith on information provided by other persons or third parties.” [Emphasis added] During House committee consideration of the bill, RICO and the Commission submitted additional testimony voicing their objections to the amendments as being inconsistent with the intent of the licensing laws, hampering public protection and related enforcement efforts, and creating lesser standards than those established by the NAR Code of Ethics.

The Senate disagreed with the House version of the bill, thus SB 3002 was referred to a legislative conference committee. The committee found that eliminating liability for circumstances involving “good faith reliance” would be “...inconsistent with the national professional standards that govern real estate brokers and salespersons, which state that realtors [sic] must avoid misrepresentation without qualification.” Instead, the committee approved new statutory language that replaces the House and Senate versions by amending the real estate license law to simply state that, “For the purposes of [the “misrepresentation...” and “failure to ascertain and disclose...” statutes] the real estate commission ...shall consider whether the licensee relied in good faith on information provided by other persons or third parties.” [Emphasis added] The legislature approved the conference committee amendment, the Governor signed the bill and the new statute took effect in July.



## Prelicensure Schools

Abe Lee Seminars	808-942-4472
Akahi Real Estate Network LLC	808-331-2008
All Islands Real Estate School	808-564-5170
Carol Ball School of Real Estate	808-871-8807
Coldwell Banker Pacific Properties Real Estate School	808-597-5550
Dower School of Real Estate	808-735-8838
Fahrni School of Real Estate	808-486-4166
ProSchools, Inc.	800-452-4879
Ralph Foulger's School of Real Estate	808-239-8881
REMI School of Real Estate	808-230-8200
Seiler School of Real Estate	808-874-3100
Vitousek Real Estate Schools, Inc.	808-946-0505



## State of Hawaii Real Estate Commission

© Copyright Hawaii Real Estate Commission 2013. All rights reserved. Funded by the Real Estate Education Fund and provided as an educational service to Hawaii real estate licensees. This publication is designed to provide general information on the subject matter covered and is not a substitute for professional services to address specific situations. If legal advice or other expert assistance is required, please seek the services of a competent professional.

This material can be made available to individuals with special needs. Please call the Senior Real Estate Specialist at 586-2643 to submit your request.

## Continuing Education Providers

Abe Lee Seminars	808-942-4472	Institute of Real Estate Management –	
Akahi Real Estate Network LLC	808-331-2008	Hawaii Chapter No. 34	808-536-4736
All Islands Real Estate School	808-564-5170	Kauai Board of Realtors	808-245-4049
Career Webschool	800-532-7649	Lorman Education Services	715-833-3940
Carol Ball School of Real Estate	808-871-8807	McKissock, LP	800-328-2008
Carol M. Egan, Attorney at Law	808-222-9725	ProSchools, Inc.	800-299-2207
Coldwell Banker Pacific Properties Real Estate School	808-597-5550	Real Class, Inc.	808-981-0711
Continuing Ed Express LLC	866-415-8521	Realtors Association of Maui Inc.	808-873-8585
Distressed Properties Institute, LLC	800-482-0335	REMI School of Real Estate	808-230-8200
Dower School of Real Estate	808-735-8838	Russ Goode Seminars	808-597-1111
Eddie Flores Real Estate Continuing Education	808-951-9888	Shari S. Motooka-Higa	808-457-0156
Hawaii Association of Realtors	808-733-7060	The CE Shop, Inc.	888-827-0777
Hawaii CCIM Chapter	808-528-2246	The Seminar Group	206-463-4400
Hawaii Island Realtors	808-935-0827	Vitousek Real Estate Schools, Inc.	808-956-2037
Honolulu Board of Realtors	808-732-3000	West Hawaii Association of Realtors	808-329-4874

State of Hawaii  
Real Estate Commission  
King Kalakaua Building  
335 Merchant Street, Room 333  
Honolulu, HI 96813

Presorted Standard  
U.S. Postage Paid  
Honolulu, Hawaii  
Permit No. 516

## 2013 Real Estate Commission Meeting Schedule

**Laws & Rules Review Committee – 9:00 a.m.**  
**Condominium Review Committee –**  
**Upon adjournment of the Laws & Rules Review**  
**Committee Meeting**  
**Education Review Committee – Upon adjournment of the**  
**Condominium Review Committee Meeting**

**Wednesday, February 6, 2013**  
**Wednesday, March 6, 2013**  
**Wednesday, April 10, 2013**  
**Wednesday, May 8, 2013**  
**Wednesday, June 12, 2013**  
**Wednesday, July 10, 2013**  
**Wednesday, August 7, 2013**  
**Wednesday, September 11, 2013**  
**Wednesday, October 9, 2013**  
**Wednesday, November 13, 2013**  
**Wednesday, December 11, 2013**

**Real Estate Commission – 9:00 a.m.**

**Friday, February 22, 2013**  
**Friday, March 22, 2013**  
**Friday, April 26, 2013**  
**Friday, May 24, 2013**  
**Friday, June 28, 2013**  
**Friday, July 26, 2013**  
**Friday, August 23, 2013**  
**Friday, September 27, 2013**  
**Friday, October 25, 2013**  
**Wednesday, November 27, 2013**  
**Friday, December 20, 2013**

All meetings will be held in the Queen Liliuokalani Conference Room of the King Kalakaua Building, 335 Merchant Street, First Floor.

*Meeting dates, locations and times are subject to change without notice. Please visit the Commission's website at [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec) or call the Real Estate Commission Office at (808) 586-2643 to confirm the dates, times and locations of the meetings. This material can be made available to individuals with special needs. Please contact the Executive Officer at (808) 586-2643 to submit your request.*