

# Real Estate Commission Bulletin



## Commission Issues A Non-Binding Interpretation Regarding Personal Transactions

A written request for a non-binding interpretation regarding “personal transactions” was received from a real estate salesperson, on September 11, 2017. The request outlined a situation, on-going for years, where the wife of the licensee is an unlicensed real estate person, and was managing a condominium unit, owned by the couple since 1998. The licensee requested the non-binding interpretation as he and his wife had received what appeared to be contradictory information regarding the applicable real estate licensing laws and rules.

The Real Estate Commission, at its October 27, 2017 monthly meeting, reviewed the request submitted for a non-binding interpretation regarding personal transactions, and issued the following:

“... We have taken the liberty of rephrasing your inquiry to ask whether a real estate licensee who owns real property may manage that real property without the direction and supervision of the licensee’s broker because it is a ‘personal transaction.’

The Commission reaffirms its prior interpretations of Chapter 467, Hawaii Revised Statutes (“HRS”), and Chapter 16-99, Hawaii Administrative Rules (“HAR”), as disseminated and published through the following education course and publication:

- Hawaii Core Course, Part A 2009: “2009 Real estate Law Update and Personal Transactions;” and
- The November 2011, Real Estate Commission Bulletin article, “Licensee’s Personal Transactions: Principal Brokers are Responsible.”

In particular, HRS § 467-1 (Definitions) defines a ‘real estate salesperson’ to mean ‘any individual who, for compensation or valuable consideration, is employed either directly or indirectly by a real estate broker, ... to sell or offer to sell ... or rents or offers to rent, or manages or offers to manage, any real estate .... Every real estate salesperson shall be under the direction of a real estate broker for all real estate transactions.’ Emphasis added. Thus, as a real estate salesperson licensee, you must conduct all of your real estate transactions under the direction of a real estate broker.

In addition, HRS § 467-1.6 (Principal brokers) states that all principal brokers ‘shall have direct management and supervision of the brokerage firm and its real estate licensees.’ Neither statute has an exemption for personal transactions.

The Commission also refers to HAR § 16-99-3(g) (Conduct) which includes ‘the licensee’s immediate family’ when requiring a licensee to inform the principal broker of the licensee’s intention to sell or rent the licensee’s interest in the property. And in the regulation of client trust accounts, HAR § 16-99-4 (Client’s accounts) further requires the brokerage firm to designate the principal broker as trustee. Again, these rules do not include an exemption for personal transactions.

Lastly, the Commission refers to its Commission’s Final Order In The Matter of the Real Estate Broker License of Calvin C.F. Lau; RE-81-215, .... This case discusses personal transactions of real estate licensees. The Hearings officer concluded, and the Commission adopted the conclusion, that a ‘licensee’s responsibility is to review the

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standards imposed by the whole of Chapter 467 and not to attempt to circumvent those standards by viewing certain of the licensee's activities as not being those of a licensee. ...The Commission interprets these laws to be read broadly to accomplish the goal of public protection.

Accordingly, the Commission concluded that personal property owned by a licensee must be managed by a Hawaii real estate licensee under the direction and supervision of a Hawaii licensed real estate broker. In reading all of its relevant statutes and rules together as a whole, along with its consistent interpretations with administrative cases, the Commission affirms its informal opinion that there are no exemptions for personal transactions and a licensee must follow all regulations in conducting real estate transactions."

NOTE: An informal interpretation is for informational and explanatory purposes only, is not an official opinion or decision, and therefore, is not to be viewed as binding upon the Commission or the Department of Commerce and Consumer Affairs. It is subject to change without notice, and subject to any future statutory or rule amendments.

## Changing The Entity Type Of Your Brokerage

Are you thinking of changing the entity type of your licensed brokerage from a corporation to an LLC or from an LLC to a corporation? Many people think this can be done with a Change Form (CF) by marking the "Change legal NAME OF ENTITY" box. Not so. When the entity type changes, additional steps including paperwork and fees must be submitted. This process is called a "Conversion."

When doing a Conversion, first, contact the Business Registration Division (BREG). BREG, a division within the Department of Commerce and Consumer Affairs (DCCA), is responsible for processing and maintaining for public access, registrations of corporations, general and limited partnerships, limited liability partnerships, limited liability companies, trade names, trademarks, service marks and publicity name rights.

In the case of a Conversion, approval must first be obtained with BREG by submitting the 'Articles of Conversion.' BREG will either approve or deny the Conversion request. If the Conversion is approved by BREG, the fees and paperwork that are required to update your records with the Real Estate Commission (REC) are kept at a minimum. (See chart below, left column) If the Conversion is denied, you must apply as a new entity with the REC. (See chart below, right column) The chart below reflects the required documentation for Conversions.

CONVERSION APPROVED BY BREG	CONVERSION DENIED BY BREG
File-stamped copy of 'Articles of Conversion' from BREG	File-stamped copy of 'Articles of Incorporation' or 'Articles of Organization' or Certificate of Good Standing
Application for License-Real Estate Corp, Partnership, LLC, LLP	Application for License-Real Estate Corp, Partnership, LLC, LLP
Entity Resolution	Entity Resolution
File-stamped copy of Trade Name application (if using a trade name) from BREG	File-stamped copy of Trade Name application (if using a trade name) from BREG
Certificate of Conversion	Change Form for Principal Broker 'Changing Broker' to new entity
No Change Form required (unless PB is changing)	Change Form for all licensees under the old entity 'Changing Broker' to new entity
Application Fee: \$50.00	Application Fee: \$486 (odd numbered) \$349 (even numbered)
License number to remain the same	New license number to be issued

As a reminder, aside from changing the type of entity, any change to your brokerage name, whether changing the legal name of your licensed brokerage, adding a trade name or changing the trade name, will require the change to first be made with BREG. Once the change is made and approved by BREG, the change must then be made with the REC using the CF. Many licensees think once the change is made at BREG, they're done. NO! Name changes or trade name registrations made with BREG do not automatically change your real estate license records.

# The Chair's Message



## IT'S A BIRD, IT'S A PLANE, WAIT...IT'S AN UNMANNED AERIAL SYSTEM (aka DRONE)!

Aloha,

Every week I escape to one of our local beaches for a peaceful, therapeutic swim. One morning I was at Ko Olina in the lagoon swimming laps as the sun was rising, and as I came up for a breath, low and behold, there was a huge, white drone directly overhead. According to the Federal Aviation Administration ("FAA") there are currently 2.5 million drones that frequent our skies and in 2020, that number could hit 7 million. Not only do drones make it efficient and cost effective for real estate professionals to photograph residential and commercial properties, but it also can assist farmers and agricultural researchers in making most profitable use of their lands, as well as rescuers and first responders in searches. Even Amazon is researching drone use to deliver its packages in the future.

Not only did the drone overhead at the beach surprise me, but it also made me wonder, with this growing area of technology that will only continue to evolve, how we are regulating drone use, especially in Hawaii.

In August 2016, the FAA procured the "Small Unmanned Aircraft Rule", the first set of federal laws applying to small Unmanned Aircraft Systems for commercial use ("sUAS"). Some highlights of the Rule:

- Applies to sUAS less than 55 lbs.
- The sUAS must be no higher than 400 feet above ground, or 400 feet within the radius of a structure.
- The sUAS must stay within the visual line of sight of the pilot.
- Remote pilots are required to hold a remote pilot airman certificate, be at least 16 years of age and be vetted by the TSA and all operators must be a remote pilot airman, or supervised by one.
- Operation allowed only within the daylight hours or civil twilight hours with appropriate anti-collision lighting.
- No operations are allowed from a moving vehicle, unless you're in a "sparsely populated area".
- Operations are not permitted over people who aren't "directly participating in the operation."

In the 2017 Hawaii legislative session, the Senate introduced a bill, which proposed adding a provision to HRS, Chapter 261 prohibiting certain activity by drones at public parks or beaches. This bill, however, was deferred to the 2018 session. The only other Hawaii drone statute is in HRS 201-72.6 and -72.7, which pertains to establishing an advisory board and appointing a COO for a UAS test site.

As for privacy laws pertaining to drone use, there currently are none. Without specific state regulations or statutes addressing the same, it's not clear whether one is allowed to fly a drone over private property. There can be other bases for drone use complaints, however, such as nuisance or reckless handling. The common sense rule is to not operate the drone where there are many people, where it can be a safety concern, or for the purpose of merely spying on your neighbor.

Nikki Senter, Chair

# 4 Administrative Actions

## July 2017

**ALL WORLD, INC.,  
dba ALDRIDGE  
ASSOCIATES REAL-  
TORS and DANIEL W.  
ALDRIDGE, Real Estate  
Brokers**

RB 16814

RB 15823

Case No. REC-2012-89-L;

REC-2014-44-L

REC-2015-99-L; REC-

2015-100-L;

REC-2015-105-L; REC-

2015-107-L;

REC-2015-108-L; REC-  
2015-111-L;

REC-2015-112-L; REC-

2015-113-L;

REC-2015-136-L; REC-

2015-196-L;

[CONSOLIDATED]

Dated 7/28/17

### **Findings of Fact:**

On April 10, 2017, the parties entered into a Stipulation of Undisputed Fact for the Hearing (“Stipulated Facts”). . . . The Hearings Officer approves and adopts the Stipulated Facts as the Hearings Officer’s Findings of Fact.

### STIPULATION OF UNDISPUTED FACTS FOR THE HEARING

. . .

2. Respondent Daniel W. Aldridge (“Aldridge”) is licensed in Hawaii as a real estate broker pursuant to RB 15823. The license was issued on 6/20/91. It will expire on 12/31/18.

3. Respondent All World, Inc., dba Aldridge Associates- Realtors (“Brokerage Firm”) is licensed in Hawaii as a real estate broker pursuant to RB 16814. The license was issued on 2/5/96. It will expire on 12/31/18.

4. During the periods of 2/5/96 - 12/31/12, and, 3/7/13 - present, Aldridge has been the principal broker of the Brokerage Firm.

5. Respondents engage in real estate activity in Hawaii County primarily, and Respondents operate out of Waikoloa in Hawaii County, and they did so during all times relevant to the cases at issue in these proceedings.

6. Throughout this stipulation the term “Respondents” shall mean Aldridge and the Brokerage Firm.

#### I. CASE REC 2012-89-L.

7. Konstantin Lehmann (“Lehmann”), a non-resident, owns real property on Kimo Nui Street in Waikoloa, Hawaii County. Lehmann contracted with the Respondents to manage the property as a rental, and, Respondents did so from around 1987 through 2012.

8. As property manager the Respondents were responsible for renting the property for periods of at least six consecutive months; every month providing Lehmann with an owner statement that reflected the previous month’s receipts, expenses and charges, and disbursing into Lehmann’s bank account the income from the rents collected in the previous month.

9. Respondents rented the property from May 2011 through May 2012 and collected rents from the tenant in each of those months. But Respondents did not disburse the rental income (“rents”) into Lehmann’s bank account following the months they were collected.

10. Beginning in May 2011 and through early 2012 Lehmann asked the Respondents to pay him his rents,

on time, on multiple occasions. On each of the occasions the Respondents represented to Lehmann that they would do so, but, they did not.

11. Beginning in May 2011 and through early 2012 Lehmann asked the Respondents to provide him with owner statements on multiple occasions. On each of the occasions the Respondents represented to Lehmann that they would do so, but, they did not.

12. Lehmann was not able to determine with any degree of certainty the exact amount of rents he was owed for May 2011 - May 2012 due to Respondents’ late rent disbursements and late owner statements.

13. In early 2012, because of health concerns, Lehmann decided not to continue “chasing down” the Respondents for his late rents and owner statements. Lehmann instead accepted, without independent verification, any money posted by the Respondents to his bank account as what was owed to him in rents for the May 2011- May 2012 period.

14. The Respondents did not fully credit Lehmann’s bank account with the rents for the May 2011- May 2012 period until around June 2012.

15. Respondents never denied owing Lehmann rents for the May 2011- May 2012 period, and, Respondents never denied being tardy in paying the rents.

16. Respondents never denied being late with providing monthly owner statements to Lehmann during the May 2011-May 2012 period.

17. On more than one occasion during the May 2011 - May 2012 period Lehmann asked the Respondents for an annual or semi-annual Hawaii General Excise Tax Statement for the rental. On those occasions Respondents represented to Lehmann that they would provide him with such a statement, but, they did not.

18. Respondents have not provided Lehmann with a Hawaii General Excise Tax Statement for the rental for June 2011 and after.

19. Lehmann was harmed by the Respondents’ conduct.

#### II. CASE REC 2014-44-L

20. Jim Stewart and Greg Dillard (“owners”) own the Island Dream, a vacation rental in Waikoloa Village, Hawaii County, and they contracted with the Respondents to manage the property beginning around 2007- 2008.

21. For certain periods of time after 2008 the Respondents did not pay the owners the rental income (“rents”) from managing the Island Dream.

22. On 4/2/13 the owners filed a lawsuit against the Respondents, for nonpayment of rents, in the District Court of the Third Circuit, State of Hawaii (South Ko-

# Administrative Actions (cont. from page 4)

hala Division) in Island Dream, LLC v. All World Inc. dba Aldridge Associates-Realtor and Daniel Aldridge Civ. No. 3RC13-1-082H.

23. On 9/24/13 a \$15,423.42 confession judgment was entered in favor of the plaintiffs and against the defendants for \$14,667.22 in back rents plus the plaintiffs' attorney's fees and court costs.

24. The judgment arose from Respondents' performance of duties and obligations as the owners' property manager.

25. The Respondents did not report the judgment in writing to the Commission within 30 days.

26. Around December 2013 the Respondents paid the owners \$1,000 which left a balance owed of \$14,423.42.

27. In 2016 - 2017, during the course of these proceedings, the Respondents paid an additional \$1,800 on the judgment. Today the amount owed to the owners still is \$12,623.42.

28. Around August 2007 a civil lawsuit was filed against the Respondents in the District Court of the Third Circuit, State of Hawaii (South Kohala Division) in Inaba v. All World Inc. dba Aldridge Associates-Realtor and Dan Aldridge Civ, No, 35C07-1-050H.

29. In the complaint the plaintiffs asserted that the defendants owed them \$4861.31 for "the return of security deposit and costs incurred as a result of Mauna Lani Golf Villas #0-22, 68-1 I 22 Na Ala Hele Rd. #0-22, Kamuela, HI 96743 not turned over in the agreed upon condition and not ready for rental."

30. On 12/4/07 a \$3,535.00 judgment after trial was entered in favor of the plaintiffs and against the defendants for \$3,500.00 in principal plus \$35.00 in court costs.

31. The lawsuit concerned Respondents' performance of duties and obligations as a broker and property manager.

32. The Respondent's did not report the judgment in writing to the Commission within 30 days.

33. The \$3,535.00 judgment has been satisfied by the Respondents.

### III. CASE REC 2015-99-L.

34. On 3/24/14 a lawsuit was filed against the Respondents in Saty Property Investments II. LLC v. Daniel Aldridge, Ali World Inc., Case No. 3RC 14-1-00085H, in the Circuit Court of the Third Circuit, State of Hawaii.

35. The lawsuit concerned Respondents' conduct in managing real estate as real estate brokers.

36. On 4/17/14 a \$7,666.95 default judgment was entered in favor of the plaintiff and against the defendants.

37. The Respondents did not report the judgment in writing to the Commission within 30 days.

38. On 4/8/15 the Respondents satisfied the \$7,666.95 judgement.

### IV. CASE REC 2015-100-L.

39. Tom Kell, a non-resident, owns real property at the Waikoloa Beach Villas on Waikoloa Beach Drive in Hawaii County. Kell contracted with the Respondents to manage the property as a rental, and, Respondents did so from around August 2008 through October 2014.

40. As property manager the Respondents were responsible for all aspects of renting and maintaining Kell's property including disbursing to Kell, each month, the income from rents collected in the previous month.

41. Kell's rental was occupied by separate guests from 12/18/11 - 1/3/12, and, from 1/25/12 - 2/7/12. Respondents collected rents from the guests in each of those months. Kell was owed \$7071.05 in total rental income ("rents") for the two periods. But the Respondents did not pay Kell his rents.

42. Beginning in early 2012 and through 2014, Kell asked the Respondents for his missing rents on multiple occasions. On each of the occasions the Respondents represented to Kell that they would pay him his rents, but, they did not.

43. Respondents never denied owing Kell \$7071.05 in missing rents.

44. Respondents paid Kell \$1,000 in July 2012, \$500 around December 2013, and, \$500 around January 2014.

45. In 2016, during the course of these proceedings, the Respondents paid Kell the \$5071.05 balance.

46. Kell was harmed by the Respondents' conduct.

### V. CASE REC 2015-105-L.

47. Non-residents Rita and Ravi Subrahmanyam ("Subrahmanyam"), own real property at the Fairway Terrace Condominiums in Waikoloa, Hawaii County. Subrahmanyam contracted with the Respondents to manage the property as a rental, and, Respondents did so from around January 2005 through August 2012.

48. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Subrahmanyam, each month, the income from the rents collected in the previous month, and, every month providing Subrahmanyam with an owner statement which reflected the previous month's receipts, expenses and charges.

49. Respondents rented the property from March 2012- July 2012 and collected rents from the guests in each of those months. Subrahmanyam was owed \$3,312.06 in total rent income ("rents") for this period. But the Respondents did not pay Subrahmanyam the rents. And during this time Respondents did not provide Subrahmanyam with monthly owner statements.

50. Beginning in March 2012 and through July 2012 Subrahmanyam asked the Respondents for the missing rents and owner statements on multiple occasions. On each of the occasions the Respondents represented to Subrahmanyam that they would pay him his rents and provide the statements as requested, but, Respondents did not do either.

51. Respondents never denied owing Subrahmanyam \$3,312.06 in missing rents and Respondents never denied failing to provide Subrahmanyam with monthly owner statements.

52. In 2016, during the course of these proceedings, the Respondents paid Subrahmanyam \$3,312.06.

53. The Subrahmanyams were harmed by the Respondents' conduct.

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### VI. CASE REC 2015-107-L.

54. Non-residents Kenneth and Ann Hartlein (“Hartlein”), own real property on Lua Kula Street in Waikoloa, Hawaii County and beginning around 1993 they contracted with the Respondent’s predecessor, and then the Respondents, to manage the property as a rental.

55. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Hartlein, each month, the income from the rents collected in the previous month.

56. Respondents rented the property from March 2012- July 2012, and, collected rents from the guests in each of those months. Hartlein was owed \$2,836.35 in rental income (“rents”) for the five-month period. The Respondents did not pay the rents to Hartlein.

57. During the March 2012- July 2012 period Hartlein asked the Respondents for the missing rents on multiple occasions. On each of the occasions the Respondents represented to Hartlein that they would provide the rents when due, but, they but did not.

58. The Respondents never denied owing Hartlein \$2,836.35 in rents.

59. On 9/12/12 Hartlein filed a lawsuit against the Respondents in the Small Claims Division of the District Court of the Third Circuit, State of Hawaii (South Kohala Division) for unpaid rents of \$2,836.35 plus costs. Hartlein withdrew the lawsuit later that month after the Respondents paid Hartlein \$2836.35.

60. During the business relationship Hartlein expected and understood that the Respondents were deducting from the rents collected, and then paying to the State of Hawaii, the General Excise Taxes (“GET”) for gross rents received. Moreover information in the monthly owner statements that Respondents provided to Hartlein in 2010, 2011 and the first half of 2012, showed deductions for GET payments.

61. In 2012 Hartlein learned for the first time, from the Hawaii State Tax office, that 2009 was the last time a GET payment was made for the rental. The tax office assessed Hartlein a total of \$1,152.20, in 2012, for the missing GET payments plus penalties and interest.

62. The Respondents never denied owing Hartlein \$1,152.20 for the non-existent GET payments and related costs.

63. In 2016, during the course of these proceedings, the Respondents paid Hartlein \$1,152.20.

64. The Hartleins were harmed by the Respondents’ conduct.

### VII. CASE REC 2015-108-L.

65. During all relevant times Sonya McLendon (“McLendon”), a non-resident, owned real property at the Waikoloa Villas on Lua Kula Street in Waikoloa, Hawaii County. More than 20 years ago McLendon contracted with the Respondent’s predecessor, and then the Respondents, to manage the property as a rental.

66. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to McLendon, each month, the income from the rents collected in the previous month.

67. Respondents rented McLendon’s property and collected rents from guests in each month of these periods: June 2011, February 2012

- June 2012, and, January 2013. McLendon was owed \$9381.11 in total rental income (“rents”) for the three periods. But the Respondents did not pay McLendon her rents.

68. Beginning in 2011 and through 2013 McLendon asked the Respondents for her missing rents on multiple occasions. On each of the occasions the Respondents represented to McLendon that they would pay her the rents, but, they did not.

69. The Respondents sent a \$1000 check to McLendon around March 2013 but the check did not clear for “Not Sufficient Funds.”

70. Around January and June 2013 Aldridge provided McLendon with two separate promissory notes. In the January 2013 note Mr. Aldridge acknowledged the debt for missing rents and he promised to pay McLendon \$9,381.11. In the June 2013 instrument Mr. Aldridge promised a \$500 payment on the debt. No payments were ever made pursuant to the notes.

71. In 2016, during the course of these proceedings, the Respondents paid McLendon \$9,381.11.

72. McLendon was harmed by the Respondents’ conduct.

### VIII. CASE REC 2015-111-L.

73. Dr. Thomas Livinghouse, Ph.D. (“Livinghouse”), a non-resident, owns real property on Kimo Nui Place in Waikoloa, Hawaii County and he contracted with the Respondents to manage the property as a rental from around 2004 through 2012.

74. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Livinghouse, each month, the income from the rents collected in the previous month.

75. Beginning around late 2011 and through 2012 the Respondents were late with paying Livinghouse his monthly rental income (“rents”).

76. From late 2011 through 2012 Livinghouse demanded, on multiple occasions, that the Respondents pay him his rents on time. On each of the occasions the Respondents represented to Livinghouse that they would do so, but, they did not.

77. Respondents rented the property from April 2012- July 2012, and collected rents from guests in each of those months. Livinghouse was owed \$6,000 in total rents for the four month period. But the Respondents did not pay Livinghouse his rents.

78. Also, between late 2011 through 2012 more than one of the Respondents’ rent checks to Livinghouse “bounced.” Livinghouse was charged \$15.00 by the bank each time one of the checks bounced.

79. The Respondents have never denied owing Livinghouse \$6,000 in missing rents or that some of the rent checks to Livinghouse bounced.

80. In 2016 - 2017, during the course of these proceedings, the Respondents paid Livinghouse \$6,000.

81. Livinghouse was harmed by the Respondents’ conduct.

### IX. CASE REC 2015-112-L.

82. Shirley Yamauchi (“Yamauchi”), a non-resident, owns real property on Waikoloa Road in Waikoloa, Hawaii County and she contracted with the Respondents to manage it as a rental from around August 2007 through August 2012.

## Administrative Actions (cont. from page 6)

83. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Yamauchi, each month, the income from the rents collected in the previous month.

84. Respondents rented the property from March 2012- August 2012, and collected rents from guests in each of those months. Yamauchi was owed \$7,512.96 in total rental income ("rents") for the six-month period. But the Respondents did not pay the rents to Yamauchi.

85. Around July or August 2012 the Respondents confirmed to Yamauchi that she was owed \$7,512.96 in rents. In response Yamauchi submitted a written demand to the Respondents for the money owed, but, no payment came in 2012.

86. Around December 2013 the Respondents paid Yamauchi \$1,000 which reduced the balance owed to \$6,512.96.

87. In 2016 - 2017, during the course of these proceedings, the Respondents paid Yamauchi \$6,512.96.

88. Yamauchi was harmed by the Respondents' conduct.

### X. CASE REC 2015-113-L.

89. Marc Belluomini ("Belluomini"), a non-resident, owns real property at the Mauna Lani Golf Villas in Kohala, Hawaii County and he contracted with the Respondents to manage it as a transient vacation rental from November 2007 through August 2012.

90. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Belluomini, each month, the income from the rents collected in the previous month, and, every month providing him with an owner statement which reflected the previous month's receipts, expenses and charges.

91. Beginning around 2009 and through 2012 Respondents were late in paying Belluomini his monthly rental income ("rents"), and, Respondents were late with providing Belluomini with owner statements.

92. Beginning around 2009 and through 2012, on multiple occasions, Belluomini - demanded that Respondents pay him his rents on time and give him monthly owner statements. On each of the occasions the Respondents represented to Belluomini that they would do so, but, they did neither.

93. During the 2009 - 2012 period the Respondents issued at least five rent checks to Belluomini that did not clear because of insufficient funds. Some of the five checks were drawn on Respondents' "Property Management Account." Some of them were drawn on Respondents' "Client Trust Account."

94. During the 2009 - 2012 period Belluomini incurred approximately \$400 in out-of-pocket expenses concerning the rental. The sum includes \$300 that Belluomini paid to a guest for a security deposit after two separate checks from the Respondents, for the security deposit, bounced. It also includes \$100 in bank fees that Belluomini paid when the five rent checks from the Respondents bounced.

95. Respondents rented Belluomini's property from April 2012- July 2012, and collected rents from guests in each of those months. Belluomini was owed \$11,758.80 in rents for the four-month period. But the Respondents did not pay Belluomini his rents in 2012.

96. As of 2012 Belluomini was owed \$12,158.80 for the missing rents and \$400 in costs.

97. The Respondents never denied owing Belluomini \$12,158.80.

98. Sometime after 2012 the Respondents paid Belluomini \$1,000, which left a balance owing of \$11,158.80.

99. In 2016 - 2017, during the course of these proceedings, the Respondents paid \$1,800 to Belluomini. Today the amount owed to Belluomini still is \$8,959.00.

100. Belluomini was harmed by Respondents' conduct.

### XI. CASE REC 2015-136-L

101. Stan Wada ("Wada"), a Hawaii resident, owns real property on Lua Kula Street in Waikoloa, Hawaii County and he contracted with the Respondents to manage it as a rental from around 1996 through 2012.

102. As property manager the Respondents were responsible for all aspects of renting and maintaining the rental including disbursing to Wada each month the income from the rents collected in the previous month, and, every month providing him with an owner statement which reflected the previous month's receipts, expenses and charges.

103. Beginning around 2011 and through 2012 the Respondents were late with providing Wada his monthly rental income ("rents").

104. In addition, Respondents rented the property for six months in 2012, and collected rents from the tenants in each of those months. Wada was owed \$5,054.40 in rents for this period. But the Respondents did not pay Wada his rents.

105. On multiple occasions during the 6-month period in 2012 Wada asked the Respondents to pay him his rents on time. On each of the occasions the Respondents represented to Wada that they would do so, but, they did not.

106. Around May 2012 the Respondents sent Wada an \$842.40 check as the rent for January 2012. The check was drawn on Respondents' "Property Management Account." By letter dated 6/11/12 Wada was notified by his bank that the check did not clear because of "Non Sufficient Funds," and, Wada was assessed a fee of \$7.00.

107. Around June 2012 the Respondents sent Wada an \$842.40 check as the rent for February 2012. The check was drawn on Respondents' "Property Management Account." By letter dated 6/15/12 Wada was notified by his bank that the check did not clear because of "Non Sufficient Funds," and, Wada was assessed a fee of \$7.00.

108. On multiple occasions during the remainder of 2012 Wada asked the Respondents for his missing rents and for reimbursement of the bank fees. Respondents represented to Wada that they would implement a payment plan, but, did not implement a plan nor pay the debt owed.

109. Sometime after 2012 the Respondents confirmed in writing to Wada that he was owed a total of \$5,068.40 for the missing rents and bank fees from that year.

110. In 2016, during the course of these proceedings, the Respondents paid Wada \$5,068.40.

111. Wada was harmed by the Respondents' conduct.

## Administrative Actions (cont. from page 7)

### XII. CASE REC 2015-I96-L.

112. Around February 2014 a lawsuit was filed against the Respondents in *Hawaiis4me Vacation Rentals & Property Management, Inc. v. Daniel Aldridge and All World Inc.*, Civ. No. 14-1-068K, in the Circuit Court of the Third Circuit, State of Hawaii (hereafter "Lawsuit"), based on disputes arising from information discovered by the plaintiff at the time of or after plaintiff bought Respondents' property management business sometime around 2012. The information concerned how Respondents had been managing or handling client rentals and monies, and, Respondents' overall financial status.

113. The lawsuit involved Respondents' performance of duties and obligations as a broker and property manager.

114. On 10/15/14 a judgment in principal of \$91,422.11 was entered in favor of the plaintiff and against the Respondents in the lawsuit.

115. The Respondents did not report the judgment in writing to the Commission within 30 days.

116. Thereafter the Respondents agreed to and implemented a payment plan with plaintiffs counsel and in 2016, during the course of these proceedings, a Satisfaction of Judgment was filed by the plaintiffs in the case.

### XIII. OTHER

117. During RICO's investigation of these cases the Respondents answered all of the RICO letters, phone calls, inquiries and questions that were posed to the Respondents by the RICO investigator.

118. During RICO's investigation the Respondents provided answers and information to RICO's investigator within any deadline imposed.

119. During the RICO investigation Respondents never denied wrongdoing.

120. On more than one occasion during the RICO investigation Aldridge expressed to RICO's investigator his strong desire to resolve all claims.

121. On more than one occasion during the RICO investigation Aldridge expressed to RICO's investigator his strong desire and intent to make everyone whole financially.

122. During the RICO investigation the Respondents voluntarily provided information to the RICO investigator that assisted with determining financial losses suffered by the complainants in these cases. This included Respondents' providing RICO with a document created by Mr. Aldridge that contained a good faith breakdown of sums believed to be owed to former customers and clients.

**Violations:** HRS § 436B-16(a),

HRS § 436B-19(2), HRS § 436B-19(7), HRS § 436B-19(17), HRS § 467-14(3), HRS § 467-14(7), HRS § 467-14(8), HRS § 467-14(16), HRS § 467-14(20), HAR § 16-99-3(b), and HAR § 16-99-3(v)

### Order:

Respondents' conduct in failing to account for client funds on numerous instances and using those funds for Respondent Aldridge's personal expenses raises serious concerns over Respondent Aldridge's honesty, integrity and judgment. These factors alone weigh heavily in favor of the revocation of Respondents' licenses. Indeed, Petitioner urges the Hearings Officer to recommend such a sanction here. Nevertheless, in arriving at an appropriate sanction, the Hearings Officer must also consider any mitigating factors presented and the likelihood that Respondents will repeat the proscribed conduct. See, In Re Richard H Mesco, D.O., OST-2001-1-L (BFO 5/24/05).

At the hearing, Respondent Aldridge explained that both of his stepsons had become addicted to drugs and were repeatedly in drug rehabilitation. In or around 2006, one of his stepsons died from an overdose. Respondent Aldridge estimated that he spent approximately \$75,000.00 for his stepsons' treatments. After his stepson died, Respondent Aldridge's wife "lost it" and developed a dependency on alcohol. They were divorced in 2007. As a result of the divorce, Respondent Aldridge was ordered to make monthly alimony payments of \$10,000.00. Respondent Aldridge made the payments for about 3 years. In 2013, his wife passed away, in part, because of "Alcohol Abuse". Respondent Aldridge closed his property management business in 2012. In addition, in or around 2006, Respondent Aldridge discovered that his step daughter, who had been working for him in the office had been converting some of the rent monies paid by their tenants. As a result, Respondent Aldridge readily admits that he began to commingle client funds with his own and used the funds to pay for his personal financial obligations. Consequently, Respondent Aldridge soon found it impossible to pay his clients all the rental income owed to them. Nevertheless, Respondent Aldridge resolved to repay his clients and provided them with promissory notes for the outstanding amounts. At the present time, Respondent Aldridge has fully reimbursed all but 2 of the 12 clients involved in these actions. According to Respondent Aldridge, the remaining 2 clients will be fully reimbursed from the proceeds from 2 pending sales transactions.

Throughout Petitioner's investigation of these matters up to the present, Respondent Aldridge has been completely candid and forthright. There is no indication in the record that Respondent Aldridge has ever denied the violations or any of the sums owed to his clients. Indeed, at the hearing, Respondent Aldridge appeared to be credible, genuinely remorseful and fully committed to repaying his clients. In particular, the Hearings Officer was impressed by Respondent Aldridge's ongoing, self-initiated, efforts over the past 5 years, to ensure that his clients were made whole again. The Hearings Officer has also considered Respondent Aldridge's expressed willingness to accept the consequences for his actions, including the revocation of his license, as well as the fact that he has not been the subject of any prior complaints.



# Administrative Actions (cont. from page 8)

To be sure, Respondent Aldridge's personal issues cannot and do not excuse the fact that he commingled and converted monies placed in his trust for his clients. Nor do his efforts to repay his clients lessen the seriousness of his wrongful conduct in each of these cases. On the other hand, the Hearings Officer finds it highly unlikely that Respondent Aldridge will repeat his misconduct. And while his actions evidence a lack of financial integrity, it also shows Respondent Aldridge's personal integrity in addressing his mistakes.

Pay restitution to Marc Belluomini in the sum of \$8,959.00 and Vaughan Winborne in the sum of \$12,623.42

1 Respondent requested that in the event his license is revoked, that the revocation be delayed in order to allow him to complete 2 pending real estate transactions and reimburse the remaining 2 clients from the proceeds.

Respondents' real estate brokers' licenses be suspended for a period of two (2) years.

## October 2017

**ERICA L. ANDERSON**  
a.k.a. ERICA ANDERSON  
RS 78273

Case No. REC 2017-325-L  
Dated 10/27/17

**RICO Allegations:**

Before being issued a license by the Commission the Respondent was convicted in Hawaii of the crime of operating a vehicle under the influence of an intoxicant ("OVUII") or what is commonly referred to in this state as a "DUI" - driving under the influence (hereafter "Conviction"). Despite the Conviction the Respondent answered "NO" to the question on the license application form that asked: "During the past 20 years have you ever been convicted of a crime where there has not been an order annulling or expunging the conviction?"

**Violations:** HRS § 436B-19(2),

HRS § 436B-19(5), HRS § 436B-19(17) and HRS § 467-20

**Sanctions:**

Fine of \$1000.00.

**KEVIN B. SHIRAKI**  
RB 18374

Case No. REC 2016-100-L  
Dated 10/27/17

**RICO Allegations:**

In or around 2015 the Respondent was convicted in Hawaii of the crime of operating a vehicle under the influence of an intoxicant ("OVUII") or what is commonly referred to in this state as a "DUI" - driving under the influence (hereafter "Conviction"). The Respondent fulfilled all Court-imposed terms and conditions of the Conviction.

Between 2006 - 2011 liens were filed against the Respondent by the Hawaii State Tax Department and United States IRS, in part, for work performed pursuant to the license. Some of the liens have been satisfied.

**Violations:** HRS § 436B-19(12), HRS § 436B-19(14), HRS § 436B-19(17), HRS § 467-14(20), and HRS § 467-14(13)

**Sanctions:**

Fine of \$1000.00.

# 10 Administrative Actions (cont. from page 9)

**KEVIN B. SHIRAKI**  
RB 18374

Case No. REC 2016-110-L  
Dated 10/27/17

**RICO Allegations:**

The Respondent was convicted of the crime of DUI, in 2015, but failed to disclose the conviction in answer to the 2016 license renewal question that asked: "In the past 2 years have you been convicted of a crime in which the conviction has not been annulled or expunged?"

**Violations:** HRS § 436B-19(2), HRS § 436B-19(5), HRS § 436B-19(17), and HRS § 467-20

**Sanctions:**

Fine of \$1000.00.

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**DAVID CIANO**  
RS 64573

Case No. REC 2016-296-L  
Dated 10/27/17

**RICO Allegations:**

On or about December 31, 2014, Respondent's real estate license expired and/or was forfeited. Respondent undertook activities requiring a license between approximately January 1, 2015 and September 29, 2016.

**Violations:** HRS § 467-7

**Sanctions:**

Fine of \$2000.00.

Respondents fully cooperated with RICO in the investigation of this matter, including providing RICO with documentation of his real estate transactions he engaged in while his license was not active.

Respondent restored his license on or about September 29, 2016.

Respondent's principal broker during the time his license was inactive will be the subject of a separate Settlement Agreement or proceeding.

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**GARRETT R. FRAKES,  
CARLA K. LORIMOR,  
and THE POLARIS  
GROUP INC., dba PO-  
LARIS PACIFIC**  
RB 22111  
RB 21404  
RB 22210

Case No. REC 2017-267-L  
Dated 10/27/17

**RICO Allegations:**

From around 11/17 -7/30/17, the Respondents did not have, nor did they register with the Commission, a physical place of business in the State where the principal broker or a broker in charge were present, where the firm conducted its business, and where the name of the brokerage firm and broker licenses were displayed. The address that the Respondents registered with the Commission, as the place of business during said time, consisted of a physical space occupied by a law office that allowed a "registered agent" to use the mail box to conduct services in Hawaii.

**Violations:** HRS § 467-12(a), HRS § 467-14(13), HAR § 16-99-3(m), HAR § 16-99-3(n), and HAR § 16-99-2

**Sanctions:**

Fine of \$3000.00.

From 7/31/17 to the present the Respondents have been operating out of an office space on Kaukahi Street in Maui County. Upon inspection by RICO in August 2017, however, the name of the brokerage firm was not displayed prominently outside of or in the office space, and, the licenses of the brokerage firm, the principal broker and the broker in charge were not on display in the office.

# Administrative Actions (cont. from page 10)

<p><b>CURTIS KEITH A. CALIXTRO, a.k.a. CURTIS KEITH ADALEM CALIXTRO</b> RS 75826</p>	<p><b>RICO Allegations:</b> Before being issued a license by the Commission the Respondent was convicted of the crime of operating a vehicle under the influence of an intoxicant (“OVUII”) or what is commonly referred to in this state as a “DUI” - driving under the influence (hereafter “Conviction”). Despite the Conviction the Respondent answered “NO” to the question on the license application form that asked: “During the past 20 years have you ever been convicted of a crime where there has not been an order annulling or expunging the conviction?”</p>	<p><b>Violations:</b> HRS § 436B-19(2), HRS § 436B-19(5), HRS § 436B-19(17), and HRS § 467-20</p> <p><b>Sanctions:</b> Fine of \$1000.00.</p>
<p>Case No. REC 2017-329-L Dated 10/27/17</p>		
<p><b>EDWARD G. TORRISON, a.k.a. ED TORRISON, III</b> RS 77460</p>	<p><b>RICO Allegations:</b> In 2016 the Respondent was convicted in Hawaii of the crime of operating a vehicle under the influence of an intoxicant (“OVUII”) or what is commonly referred to in this state as a “DUI” - driving under the influence (hereafter “Conviction”). The Respondent fulfilled all Court-imposed terms and conditions of the Conviction.</p>	<p><b>Violations:</b> HRS § 436B-19(12), HRS § 436B-19(14), and HRS § 436B-19(17)</p> <p><b>Sanctions:</b> Fine of \$500.00.</p>
<p>Case No. REC 2017-330-L Dated 10/27/17</p>		
<p><b>ROBERT P. KEANE</b> RB 18640</p>	<p><b>RICO Allegations:</b> In 2016 the Respondent was convicted in Nevada of the crime of driving under the influence of an intoxicant (hereafter “Conviction”). The Respondent fulfilled all Court-imposed terms and conditions of the Conviction, and, reported the Conviction in writing to the Commission.</p>	<p><b>Violations:</b> HRS § 436B-19(12), HRS § 436B-19(14), and HRS § 436B-19(17)</p> <p><b>Sanctions:</b> Fine of \$500.00.</p>
<p>Case No. REC 2017-164-L Dated 10/27/17</p>		
<p><b>SHAWNTAE U. CALARRUDA</b> RS 74972</p>	<p><b>RICO Allegations:</b> Before being issued a license by the Commission the Respondent was convicted of a crime (DUI). Despite the conviction the Respondent answered “NO” to the question on the license application form that asked: “During the past 20 years have you ever been convicted of a crime where there has not been an order annulling or expunging the conviction?”</p>	<p><b>Violations:</b> HRS § 436B-19(2), HRS § 436B-19(5), HRS § 436B-19(17), and HRS § 467-20</p> <p><b>Sanctions:</b> Fine of \$1000.00.</p>
<p>Case No. REC 2017-327-L Dated 10/27/17</p>		

# 12 Administrative Actions (cont. from page 11)

## November 2017

**JEANIE CHIN**  
RS 63936

Case No. REC 2017-152-L  
Dated 11/22/17

**Uncontested Facts:**

On or about December 31, 2014, Respondent's real estate salesperson's license expired and/or was forfeited. Respondent undertook activities requiring a license between approximately January 1, 2015 and January 12, 2017.

Respondent fully cooperated with RICO in the investigation of this matter, including providing RICO with documentation of her real estate transactions she engaged in while her license was not active.

Respondent restored her license on or about January 12, 2017.

Respondent's principal broker during the time her license was inactive will be the subject of a separate Settlement Agreement or proceeding.

**Violations:** HRS § 467-7

**Sanctions:**

Fine of \$2500.00.

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**TREVOR W. BENN**  
RB 18240

Case No. REC 2016-297-L  
Dated 11/22/17

**Uncontested Facts:**

At all relevant times herein, Respondent was licensed by the Real Estate Commission (the "Commission") as a real estate broker under License Number RB 18240 and was, at all relevant times, the principal broker of BENN PACIFIC GROUP, INC. The license was issued on or about February 18, 2004. The license will expire or forfeit on or about December 31, 2018.

On or about December 31, 2014, the license of a real estate salesperson, David Ciano, then associated with Benn Pacific Group, Inc., expired and/or was forfeited.

Mr. Ciano restored his license on or about September 29, 2016. Mr. Ciano had completed all requisite continuing education requirements.

Mr. Ciano will be the subject of a separate Settlement Agreement or proceeding.

Mr. Ciano undertook activities requiring a license between approximately January 1, 2015 and September 29, 2016.

Respondent failed to ensure that Mr. Ciano's license was timely renewed. Respondent fully cooperated with RICO in the investigation of this matter.

**Violations:** HRS § 467-1.6(b) (7)

**Sanctions:**

Fine of \$1000.00.

# Administrative Actions (cont. from page 12)

**CORY A. BEALL**  
RB 19758

Case No. REC 2017-166-L  
Dated 11/22/17

**Uncontested Facts:**

At all relevant times herein, Respondent was licensed by the Real Estate Commission (the "Commission") as a real estate broker under License Number RB 19758 and was, at all relevant times, the principal broker of The Beall Corporation. The license was issued on or about December 13, 2007. The license will expire or forfeit on or about December 31, 2018.

On or about December 31, 2014, the license of a real estate salesperson, Sean M. Freas, then associated with The Beall Corporation, expired and/or was forfeited.

Mr. Freas restored his license on or about December 28, 2016.

Mr. Freas will be the subject of a separate Settlement Agreement or proceeding.

Mr. Freas undertook activities requiring a license-between approximately January 1, 2015 and December 28, 2016.

Respondent failed to ensure that Mr. Freas' license was timely renewed. Respondent fully cooperated with RICO in the investigation of this matter.

**Violations:** HRS § 467-1.6(b) (7)

**Sanctions:**

Fine of \$1000.00.

**M & J WILKOW PROPER-  
TIES, LLC and  
MARC R. WILKOW**  
RB 21785  
RB 21786

Case No. REC 2017-364-L  
Dated 11/22/17

**Uncontested Facts:**

RICO received information that beginning in or around August of 2016, WILKOW was not physically present at M & J's principal place of business in the State of Hawaii but was residing in another state.

**Violations:** HRS § 467-14(13), HAR § 16-99-3(o)

**Sanctions:**

Fine of \$5000.00.

# Repeal of HRS Chapter 514A

By Carole Richelieu, Senior Condominium Specialist Real Estate Branch

Governor Ige signed Act 181 into law, effective January 1, 2019, which will repeal HRS, Chapter 514A. This law raises questions regarding the ability of developers to lawfully offer for sale and to sell condominium units created under HRS, Chapter 514A. As practitioners in an industry engaged in the sale of such property, being aware of the legal requirements is imperative towards providing your clients with professional service.

For some context, a condominium that was created before July 1, 2006, was created under HRS, Chapter 514A. A condominium that was created after July 1, 2006, was created under Chapter 514B, HRS. Condominium projects created under HRS, 514A require an active developer's public report for developer units to be legally offered for sale.

The following non-exclusive situations may raise an issue necessitating professional advice regarding the effect of the repeal:

- The current owner received the unit as a gift or inheritance from the developer (perhaps a parent or grandparent) rather than through a sale;
- The current owner is the developer which still retains units from the initial HRS, Chapter 514A registration;
- The project is registered with the Real Estate Commission, but the registration will expire prior to January 1, 2019;
- The project is registered with the Real Estate Commission, but only has a preliminary or contingent developer's public report; and
- The project is registered with the Real Estate Commission, but there have been material changes since the public report was issued and it is no longer accurate

If a Chapter 514A project has an active and accurate developer's public report through January 1, 2019, then the repeal should not affect the project. If the project was developed under Chapter 514B, then the repeal will not affect the project. If a condominium owner purchased a registered Chapter 514A unit from a developer or another owner in a resale, then the repeal should not affect the unit. In other cases, however, the repeal of Chapter 514A may affect the ability to sell units in the future, and we strongly suggest that you check with your clients to ensure there are no problems in the selling process.

If your client could be potentially impacted, have them contact the attorney who prepared the project's developer's public report, an attorney specializing in condominium law, or the Real Estate Commission staff for additional guidance. Please note that any processing of projects with issues must be completed prior to January 1, 2019; thus, it is strongly recommended that documents be submitted by August 2018.



# Prelicense Schools

Abe Lee Seminars	808-942-4472
Akahi Real Estate Network, LLC	808-331-2008
All Islands Real Estate School	808-564-5170
American Dream Real Estate School, LLC	720-322-5470
Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818
Carol Ball School of Real Estate	808-871-8807
CE Shop, Inc.	888-827-0777
Coldwell Banker Pacific Properties Real Estate School	808-551-6961
Continuing Ed Express, LLC	866-415-8521
Digital Learning Centers, LLC dba REMI School of Real Estate	808-230-8200
Inet Realty	808-955-7653 ext.102
Maui Real Estate Academy, LLC dba KW Island Living Real Estate School	808-431-1218
OnCourse Learning Corporation dba ProSchools	800-299-2207
Ralph Foulger's School of Real Estate	808-239-8881
Savio Realty, Ltd. dba Savio Real Estate Academy	808-943-7300
Seiler School of Real Estate	808-874-3100
Vitousek Real Estate Schools, Inc.	808-946-0505



## State of Hawaii Real Estate Commission

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This material may be made available to individuals with special needs. Please call the Senior Real Estate Specialist at 808-586-2643 to submit your request.

# Continuing Education Providers

Abe Lee Seminars	808-942-4472	Hawaii Island Realtors	808-935-0827
All Islands Real Estate School	808-564-5170	Ho'akea LLC dba Ku'iwalu	808-539-3580
American CE Institute, LLC	512-893-6679	Honolulu Board of Realtors	808-732-3000
American Dream Real Estate School, LLC	720-322-5470	Institute of Real Estate Management Hawaii Chapter #34 (IREM)	808-384-28011
Asentiv Hawaii	808-960-9630	International Association of Certified Home Inspectors (InterNACHI)	303-225-9149
At Your Pace Online, LLC	877-724-6150	International Council of Shopping Centers, Inc.	917-488-5694
The Berman Education Company, LLC	808-572-0853	Kauai Board of Realtors	808-245-4049
Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818	McKissock, LLC	800-328-2008
Building Industry Association of Hawaii	808-629-7505	Shari S. Motooka-Higa	808-492-7820
Carol Ball School of Real Estate	808-871-8807	OnCourse Learning Corporation dba Career WebSchool	800-532-7649
The CE Shop, Inc.	888-827-0777	ProSchools Inc.	800-299-2207
CMPS Institute, LLC	888-608-9800	Preferred Systems, Inc.	888-455-7437
Coldwell Banker Pacific Properties Real Estate School	808-551-6961	Ralph Foulger's School of Real Estate	808-239-8881
Continuing Ed Express, LLC	866-415-8521	Realtors' Association of Maui, Inc.	808-873-8585
Dexterity CE,	800-462-8841	REMI School of Real Estate	808-230-8200
Eddie Flores Real Estate Continuing Education	808-951-9888	Russ Goode Seminars	808-597-1111
Hawaii Association of Realtors	808-733-7060	Servpro Industries Inc.*	615-451-0200
Hawaii Business Training	808-250-2384	USA Homeownership Foundation, Inc., dba Veterans Association of Real Estate Professionals (VAREP)	951-444-7363
Hawaii CCIM Chapter	808-528-2246	Vitousek Real Estate Schools, Inc.	808-946-0505
Hawaii First Realty, LLC	808-282-8051	West Hawaii Association of Realtors	808-329-4874

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## 2018 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 14, 2018**

**Wednesday, March 14, 2018**

**Wednesday, April 11, 2018**

**Wednesday, May 9, 2018**

**Wednesday, June 13, 2018**

**Wednesday, July 11, 2018**

**Wednesday, August 8, 2018**

**Wednesday, September 12, 2018**

**Wednesday, October 10, 2018**

**Wednesday, November 14, 2018**

**Wednesday, December 12, 2018**

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

**Friday, February 23, 2018**

**Friday, March 23, 2018**

**Friday, April 27, 2018**

**Friday, May 25, 2018**

**Friday, June 29, 2018**

**Friday, July 27, 2018**

**Friday, August 24, 2018**

**Friday, September 21, 2018**

**Friday, October 26, 2018**

**Friday, November 21, 2018**

**Friday, December 21, 2018**

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.