

Real Estate Commission Bulletin



Chapter 99 Proposed Rule Amendments

There are two new proposed rule amendments which the Commission considered at its monthly Laws and Rules Review Committee (“LRRC”) meeting on Wednesday, October 9, 2019. The first involves a mandatory disclosure for real property rental management agreements. This proposal was referred to a permitted interaction group (“PIG”) for further review. The “PIG” will be comprised of members of the industry and the Commission.

The second proposed rule amendment relates to prelicense school completion certificates and the real estate examination. This was approved by the Commission for inclusion in the rule amendment package.

In addition to the two new proposals, please see the August 2019 issue of the Real Estate Commission Bulletin for the original package of rule changes. The proposed rules are NOT finalized yet, and there will be time for further comment from all interested and affected parties on all proposed amendments.

I. Mandatory Disclosure for Real Property Rental Management Agreements

In the recent past, there have been several instances of licensees who were found in violation of client trust account management including commingling, conversion of client monies, theft, fraud and professional misconduct. Discussions with the Regulated Industries Complaints Office (RICO) addressing these serious violations produced several action items intended to prevent or mitigate violations and reduce the financial impact upon the real estate consumer. One such action item was getting consumers to contact RICO at the early stages before violations can escalate out of control. The result of these discussions is a proposal to require a mandatory disclosure in all real property rental management agreements. The proposed language for such a disclosure is provided below:

All real property rental management agreements and the like shall contain a separate paragraph titled “Consumer Warning”. The title shall be no-less than ten-point bold print and shall contain the following language:

“CONSUMER WARNING:

Any failure to account for monies owed to you or any failure to remit monies owed to you on a timely basis, per the terms of this agreement, may constitute a licensing law violation that should be promptly reported to the Regulated Industries Complaints Office
Phone (808) 587-4272; Email rico@dcca.hawaii.gov

Broker’s initials

Property Owner’s Initials”

II. Prelicense School Completion Certificates and Real Estate Licensing Examinations

A prelicense school completion certificate is only valid for two years following the course completion date (see HAR §16-99-61). Currently, the rule relating to examinations allows a candidate to sit for an examination “within the two-year period after the first examination date” (see HAR §16-99-29). This two-year period could exceed the expiration date of the school completion certificate. If a candidate took and passed one section of the examination in one two-year period and, within two-years of the first examination date, took and passed the second part of the examination using a new course completion certificate, HAR §16-99-29 as worded allows this candidate to apply for licensure.

Recommendations: HAR §16-99-29 be revised as follows:

§16-99-29 Examination for broker and salesperson license. (a) No license shall be issued to any individual unless the individual takes and passes an examination as prescribed by the commission for the license applied for. The minimum passing score for the uniform and the State portions of the examination shall be seventy for salesperson applicants and seventy-five for broker applicants. Any individual who fails to obtain a passing score in any part of the examination shall repeat that part of the examination. Failure to obtain a passing score in all parts thereof [~~within the two-year period after the first examination date~~] before the expiration date of the prelicense school completion certificate, shall result in failure of the examination as a whole and the entire examination shall be repeated by the candidate.

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Always Check If a Licensee is Current and Active

Recent settlement agreements between real estate licensees and the Regulated Industries Complaints Office (“RICO”), highlight the responsibility of the principal broker for all associated licensees. There have been numerous RICO cases where a licensee has failed to timely renew his or her real estate license during the renewal year (every even-numbered year), but has continued to conduct real estate activity in the new biennium. RICO has taken disciplinary action against these tardy renewals, and has also created a separate RICO case against the principal broker for failing to ensure that all licenses of associated licensees are current and active (Hawaii Revised Statutes, Section 467-1.6(b)(7)).

If the license of a brokerage has not been timely renewed and the brokerage now has a forfeited license, the brokerage may not receive commissions for a transaction, if that transaction originated while the license was not current and active. The other brokerage that is party to the same transaction may not compensate someone not licensed. If a brokerage compensates another brokerage that is not licensed, it may be found to be “aiding and abetting” an unlicensed person, which is a possible violation and subject to disciplinary action by RICO.

Update of Commission’s Salespersons Prelicense Curriculum

The Hawaii Real Estate Commission will be updating the Commission’s salesperson’s prelicense curriculum. Anyone interested shall or have been, within the past three (3) years, a Hawaii certified prelicense instructor. The procurement will be solicited on the State of Hawaii’s State Procurement Office (“SPO”) website under the HiePRO (Hawaii electronic Procurement) system. The solicitation is open to Hawaii-state registered vendors.

The salesperson’s prelicense curriculum was last updated in 2005. The Commission’s broker’s prelicense curriculum will be updated after the completion of the update of the salesperson’s prelicense curriculum.

TAT is Owed on Resort Fees Collected by AOUs by Department of Taxation

The Department of Taxation (Department) would like to call to your attention a specific issue regarding Act 20, Session Laws of Hawaii 2019 (Act 20), which codifies the Department’s position that resort fees are subject to transient accommodations tax (TAT). For more information on Act 20, please see Tax Information Release 2019-02. The issue is whether TAT is due when an association of apartment owners (AOUO) or the like collects a resort fee directly from the transient.

Since the enactment of Act 20, the Department has received many inquiries as to whether TAT is due when an AOOU collects a resort fee directly from the transient. Resort fees collected for the letting of a transient accommodation are always part of gross rental proceeds that are subject to TAT. This is true whether the resort fee is collected by the AOOU or by the operator. If the AOOU is acting as the operator, the AOOU is subject to TAT on the resort fees. If the AOOU is acting as the agent of a unit owner who is the operator, the owner is subject to TAT on the resort fees.

The imposition of TAT on resort fees cannot be avoided by taking the position that the AOOU is collecting a separate fee from the gross rental proceeds the unit owner is charging the transient to stay in the accommodation. TAT, like general excise tax, is a gross receipts tax. Allowing the imposition of TAT on resort fees to be avoided simply because the fees were collected by an AOOU would be in direct conflict with Act 20 and would convert TAT into a net tax.

To be kept apprised of developments regarding Act 20 as well as other newsworthy items from the Department, please subscribe to the Department’s email notification list, found on the homepage at <http://tax.hawaii.gov>.

The Chair's Message

Dear Real Estate Licensees:

Principal Brokers ("PBs") are accountable for the conduct of their licensees and as such, if a licensee violates a real estate rule or law, their PB also has accountability for that violation. The Regulated Industries Complaints Office ("RICO") routinely charges PBs for not properly supervising their licensees and two of the most common violations are for:

Non-renewal of licenses. Failure to renew a real estate license by the deadline means it is forfeited and further real estate activity is unlicensed activity. Both the person engaging in unlicensed activity and their PB (for not properly supervising their agent) are charged by RICO.

Residential Rental Property Management ("RRPM"). Consumer complaints stemming from RRPM have been one of the most prevalent complaints in the real estate industry for decades. This is typically not from the larger, more sophisticated rental companies but, in my observation, smaller companies where the PB does not properly supervise their agent(s) activities or the PB themselves are not well versed on how to properly conduct rental services. Again, any violation by a licensee engaging in RRPM is also a violation by their PB for not properly supervising the licensee and as a result, both are charged by RICO.

Note that while PBs can pass down certain day-to-day operational responsibilities to one or more brokers-in-charge (BICs), accountability for all agents rests solely with the PB.

ARELLO (Association of Real Estate License Law Officials) held its annual meeting in September. Here are a couple of highlights:

License portability. Portability of licenses from one state to another continues to be a hot topic as the federal government pushes states toward full portability; simply being able to obtain a license in one state solely because you have one in another state.

Most states, like Hawaii, will grant a real estate salesperson's license to someone who is licensed in another state upon: (1) their passing the state portion of the exam and (2) providing a certification from the other state that they have a license and any disciplinary actions against that license. Even if states allow full portability (no state portion of the exam), there should be some proof or certification of licensure from another state. This may be a central issue as most states take a long time to certify licenses (weeks to months) and some do not respond to requests for certification.

ARELLO is exploring the possibility of creating a central database of real estate licenses so participating states can get timely certification for license portability. Alas, there appears to be no quick fix to increasing license portability to the extent the federal government desires and as such, federal law may occur to compel it.

Economic Update and Forecast – Dr. Lawrence Yun, Chief Economist, National Association of Realtors. Dr. Yun made an impressive 90-minute presentation of the current economic climate and forecast for 2020. His key projections are:

No recession in 2020, unless something unforeseen at this time creates it.

An inverted yield curve (short term interest rates higher than long term rates) was a past indicator of a coming recession but that was typically in a higher interest rate climate which is not the case today.

National economic growth of 1.6%.

2019 home sales and prices to increase, except for California, after a pause in 2018.

Mortgage interest rates and delinquencies to remain low.

I wish to extend my sincere best wishes to you and yours for a Happy and Safe Holiday Season.

Mahalo.



Michael Pang, Chair
Hawaii Real Estate Commission



4 Administrative Actions

August 2019

AUDREY J. HUTTON
RS 47467

Case No. REC-2019-153-L

Dated 8/23/19

Uncontested Facts:

Respondent self-reported in December 2018 that she had been convicted of the offense of Operating a Vehicle Under the Influence of an Intoxicant ("OVUII") in the District Court of the First Circuit, Honolulu Division, State of Hawaii.

Respondent has complied with all court ordered terms and conditions of her sentence.

Violations: HRS § 436B-19(12)

Sanctions:

Fine of \$500.00.

JENNIFER R. MEYERS
RS 77526

Case No. REC-2019-157-L

Dated 8/23/19

Uncontested Facts:

Respondent self-reported in January 2019 that she had been convicted of the offense of Operating a Vehicle Under the Influence of an Intoxicant ("OVUII") in the District Court of the Third Circuit, Kona Division, State of Hawaii.

Respondent has complied with all court ordered terms and conditions of her sentence.

Violations: HRS § 436B-19(12)

Sanctions:

Fine of \$500.00.

CHARLES B. BEACH
RS 77849

Case No. REC-2019-166-L

Dated 8/23/19

Uncontested Facts:

On or about February 2017, the Respondent was convicted in the State of 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, but, answered "No" to the question on his 2018 renewal application 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) and HRS § 467-20

Sanctions:

Fine of \$750.00.

SARAH J. WELTON
RS 76363

Case No. REC-2017-118-L

Dated 8/23/19

Findings of Fact:

On or about September 12, 2016, Respondent was convicted of the petty misdemeanor offense of Driving Under the Influence of Alcohol ("DUI") in the District Court of the Third Circuit, State of Hawaii.

On or about November 14, 2016, Respondent submitted to the Commission, a renewal application for her real estate salesperson license ("Renewal Application").

Respondent answered, "No," to Question 3 in the Renewal Application: "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(5), HRS § 436B-19(17) and HRS § 467-20

Order:

Respondent's real estate salesperson's license be revoked.

Administrative Actions (cont. from page 4)

August 2019

VICTORIA M. ISAGAWA, f.k.a. VICTORIA MADRIAGA, WAYNE H. NAKAMOTO and NAKAMOTO REALTY, LLC
[RE Wayne H. Nakamoto, Nakamoto Realty, LLC]

Respondent Victoria M. Isagawa's conduct is being handled separately.

RB 17951

RB 17952

Case No. REC-2017-21-L

Dated 8/23/19

Uncontested Facts:

At all relevant times, Respondent Nakamoto served as the principal broker of Respondent Nakamoto Realty, LLC.

RICO Allegations:

In or around July 2016, a tenant vacated a rental home that had been managed by licensed broker Victoria M. Isagawa (hereafter "Isagawa") through Respondent Nakamoto Realty, LLC. At the time, Isagawa was also a broker-in-charge for Respondent Nakamoto Realty, LLC. Shortly after the tenant vacated the premises, he received a Security Deposit Statement showing a \$300.00 deduction for cleaning costs. The tenant disputed the cleaning deduction, which Isagawa and the Respondents denied in writing and included, with their written denial, an invoice purporting to show costs for cleaning work that had been performed on the home by a professional cleaning company after the tenant vacated. The tenant thereafter contacted the professional cleaning company and discovered that the company had not performed any cleaning work for the Respondents and that the company had only provided Isagawa with a written estimate. Isagawa had altered the company's estimate to look like an actual invoice for services rendered, and then provided it to the Respondents where it served as the justification to continue denying the tenant's dispute. Thereafter, the tenant sued Respondent Nakamoto Realty for the recovery of his security deposit funds and obtained a judgment in October 2016 that awarded him treble damages due to the brokerage firm's wrongful and willful misconduct in withholding his funds. The court even admonished the conduct of the brokerage firm when it issued its ruling. Respondent Nakamoto Realty paid the judgment shortly thereafter.

Isagawa never informed the Respondents that she had altered the cleaning company's written estimate. Respondents did not learn about the alteration until after Isagawa admitted to it during her testimony in court in October 2016. Thereafter, the Respondents disciplined Isagawa and in February 2017, the Respondents reported the judgment in writing to the Commission.

Violations: HRS § 436B-16(a), HRS § 436B-19(7), HRS § 436B-19(12), HRS § 467-14(1), HRS § 467-14(8), HRS § 467-14(13), HRS § 467-14(16), HRS § 467-14(18), HRS § 467-14(20), HAR § 16-99-3(b) and HAR § 16-99-3(v).

Respondents Representations:

Respondents do not admit to the RICO allegations set forth in section B and Respondents deny having violated any licensing law or rule but, by agreeing to this disciplinary action, Respondents accept responsibility for the consequences of Isagawa's errors and their own oversight in not carefully evaluating the accuracy of information that they relied upon to withhold a person's security deposit funds, in the face of a challenge to that very cost item.

Sanctions:

Fine of \$7,500.00.

Administrative Actions (cont. from page 5)

August 2019

VICTORIA M. ISAGAWA, f.k.a. VICTORIA MADRIAGA, WAYNE H. NAKAMOTO and NAKAMOTO REALTY, LLC [Re Victoria M. Isagawa] Respondents Wayne H. Nakamoto and Nakamoto Realty, LLC, have been handled separately.

RB 18495

Case No. REC-2017-21-L

Dated 8/23/19

Uncontested Facts:

At all relevant times, the Respondent was affiliated with the Respondent Nakamoto Realty, LLC, as a broker-in-charge.

RICO Allegations:

In or around July 2016, a tenant vacated a rental home that had been managed by the Respondent through Respondent Nakamoto Realty, LLC (hereafter "brokerage firm") and Respondent Wayne H. Nakamoto (hereafter "principal broker"). Shortly thereafter the tenant received a Security Deposit Statement showing a \$300.00 deduction for cleaning. The tenant disputed the cleaning deduction, which the Respondent, the brokerage firm and principal broker denied in writing and included, with their written denial, an invoice purporting to show costs for cleaning work that had been performed on the house by a professional cleaning company after the tenant vacated the premises. The tenant thereafter contacted the professional cleaning company and discovered that the company had not performed any cleaning work for the Respondent and that the company had only provided the Respondent with a written estimate. The Respondent had therefore altered the company's estimate to look like an actual invoice for services rendered, and then provided it to the brokerage firm and principal broker which were relied on to continue denying the tenant's dispute. Thereafter, the tenant sued the brokerage firm for the recovery of his security deposit funds, and obtained a judgment awarding him treble damages due to the brokerage firm's wrongful and willful misconduct in withholding his funds. The court admonished the conduct of the brokerage firm when it issued its ruling.

The Respondent never informed the brokerage firm or principal broker that she had altered the cleaning company's written estimate. The principal broker found out about it at the trial in October after the Respondent admitted to the alteration during her testimony.

Violations: HRS § 436B-19(7), HRS § 436B-19(12), HRS § 467-14(1), HRS § 467-14(8), HRS § 467-14(13), HRS § 467-14(16), HRS § 467-14(18), HRS § 467-14(20), HAR § 16-99-3(b) and HAR § 16-99-3(v).

Respondents Representations:

Respondent vehemently denies the RICO allegations set forth in section B but accepts this Settlement Agreement. Respondent asserts that as a long-standing broker she handled numerous property management and sales / management transactions without complaint or incident, and that because of a misunderstanding and time pressure an inadvertent error or errors may have happened. Respondent asserts that no money was used for her own purposes and that she never handled the accounting, records, or funds that were at issue in the underlying transaction - only the brokerage firm and the brokerage firm's accounting department did. Respondent asserts that she offered and volunteered to pay for the judgement against the brokerage firm after the court hearing concluded in October 2016, she reimbursed the brokerage firm, and she accepted counseling imposed by the principal broker. Pursuant to the principal broker's instructions, she also notified the Commission in writing of the judgment against the brokerage firm sometime in early 2017. Respondent has also limited her engagement in property management and sales since the underlying incident occurred.

Sanctions:

Respondent agrees to the voluntary suspension of Respondent's license for a period of two (2) years.

Education Course or Courses:

As soon as possible, and at Respondent's own expense, Respondent shall enroll in and successfully complete an education course or courses to be determined by the Commission. The education course or courses are in addition to, and do not take the place of, any continuing education requirements under HAR Chapter 16-99 and Chapter 467 HRS.

Administrative Actions (cont. from page 6)

August 2019

**HK REALTY, LLC, a Hawaii
Limited Liability Company,
dba HONO KAI REALTY, and
JAMES GAFFNEY**
RB 18078
RS 58123

Case No. REC-2018-357-L

Dated 8/23/19

RICO Allegations:

Upon information and belief, Respondents entered into a Condominium Vacation Rental Management Agreement (“Agreement”) on December 12, 2016 with Patrick Dennis Cooley (“Mr. Cooley”) to manage Mr. Cooley’s short-term vacation rental condominium located at 10-303 Kamaole Sands, 2695 S. Kihei Road, Kihei, Hawaii 96753 (the “Condo”).

The Agreement provided that Respondents’ compensation would comprise of a management fee equal to 20% commission of the “gross rents collected” plus General Excise Tax, and a fee equal to 3% of the gross rents collected (including taxes collected) for the cost and handling of credit card transactions.

Mr. Cooley terminated the Agreement because he noticed discrepancies in Respondents’ invoices and, as a result, he desired to hire another real estate broker to manage the Condo. The Agreement terminated on March 10, 2018.

Respondents had secured tenants to rent the Condo for periods after the termination of the Agreement, which Respondent GAFFNEY referred to as “post-April bookings.”

Having been notified of the termination of the Agreement, Respondents contacted the tenants with post-April bookings and informed them that the owner had decided to change the Condo’s property management, and that the tenants could either (1) keep their reservation, or (2) receive a refund if they desired to cancel their reservation.

According to Respondents, all tenants with post-April bookings opted to cancel their reservations, and Respondents issued their refunds.

Respondents took the position that, although the post-April bookings were cancelled and refunded, Respondents were entitled to their commission for each of these post-April bookings. Without Mr. Cooley’s permission, Respondents debited \$4,120.55 from the latest rents collected and due to Mr. Cooley.

Respondents failed to provide accurate and/or complete accounting records and/or rental agreements to Mr. Cooley or his subsequent property manager, despite repeated requests.

Respondent GAFFNEY entered into a dispute with a tenant on or about June 15, 2017, regarding the habitability of the Condo and a resulting disagreement regarding the tenant’s refund request. The tenant requested a “merchant charge-back” from her credit card company through which she had made the payment to Respondents.

Respondent GAFFNEY signed a merchant chargeback Pre-Arbitration Notice on August 6, 2017, in which he agreed to be “responsible for all fees and fines assessed on this case.” The arbitration was resolved in favor of the tenant and against Respondents, and Respondents were subjected to a \$1,000.00 arbitration fee.

Respondents failed to inform Mr. Cooley of the dispute, and failed to request Mr. Cooley’s permission to arbitrate the dispute and incur arbitration fees on his behalf. Instead, Respondents first informed Mr. Cooley of the arbitration and the \$1,000.00 arbitration fee on February 18, 2018. Without Mr. Cooley’s permission, Respondents debited \$1,000.00 from the last rent collection payments due to Mr. Cooley.

The arbitration fee is not a permissible expense under the Agreement. The Agreement allows for certain authorized expenses and includes a catch-all for “[a]ny other expenses mutually agreed upon.” Upon information and belief, Mr. Cooley did not agree to Respondents incurring any arbitration expense, nor was Mr. Cooley made aware of the dispute or arbitration until February 18, 2018.

Representations by Respondents:

Respondents represent that any alleged discrepancies and/or mishandling of client funds was not intentional.

Violations:

HRS § 436B-19(7); HRS § 436B-19(8); HRS § 436B-19(9); HRS § 467-14(7) ; HRS § 467-14(8); HRS § 467-14(13) ; HRS § 467-14(16) ; HRS § 467-14(20); Hawaii Administrative Rules (“HAR”) § 16-99-3(f); HAR § 16-99-3(h) and HAR § 16-99-3(v).

Sanctions:

Administrative Fine of \$2,000.00.

Restitution in the amount of \$5,120.55.

Administrative Actions (cont. from page 7)

August 2019

**SHELLIE ANN UI GRACE,
AKA SHELLIE A. FUJIHARA,
and ELITE PROPERTY MAN-
AGEMENT SERVICES, LLC**
RB 20611
RB 20180

Case Nos.

REC 2014-235-L
REC 2014-262-L
REC 2014-263-L
REC 2014-265-L
REC 2014-297-L
REC 2015-14-L
REC 2015-42-L
REC 2015-50-L
REC 2015-188-L
REC 2016-376-L

Dated 8/23/19

Uncontested Facts:

At all relevant times, Respondent Grace was licensed by the Commission as a real estate broker under License Number RB-20611. The license was issued on or about October 12, 2010. The license expired on December 31, 2014 and is scheduled to forfeit on December 31, 2019.

At all relevant times, Respondent Elite was licensed by the Commission as a real estate broker under License Number RB-20180. The license was issued on or about March 23, 2009. The license expired on December 31, 2014 and was forfeited on December 31, 2015.

At all relevant times, Respondent Grace was the principal broker and sole managing member of Respondent Elite.

An Indictment was filed on October 20, 2017 against Respondents in the Circuit Court of the Third Circuit, State of Hawaii, in *State of Hawaii v. Shellie A. Grace, aka Shellie A. Fujihara and Elite Property Management Services, LLC, Cr. No. 16-1-344K* (the "criminal action").

Count 1 of the Indictment alleged that Respondent Grace, between February 2, 2010 and January 12, 2015, intentionally obtained property from Annie Sherman, William Barr, Roger Blecher, Monte Weaver, Paul Oman, Christopher Kraning, Barbara Hollingsworth, Theresa MacKinnon, Edith Higgins, Charles Kurtz, Howard Yokoyama, Alyssia Indermuehle, and/or Teri Campbell (collectively, the "Victims"), the aggregate value of which exceeded \$20,000, upon legal obligations to make specified payments or other disposition of property, and intentionally failed to make the required payments and/or dispositions, thereby committing the offense of Theft in the First Degree in violation of Hawaii Revised Statutes ("HRS") §§ 708-830(6) and 708-830.5(1), a class B felony.

Counts 2 through 5 of the Indictment alleged that Respondent Grace willfully failed to make annual general excise tax returns and/or annual transient accommodations tax returns for the years 2010, 2011, 2012, 2013, and 2014 on behalf of Respondent Elite, pursuant to HRS §§ 237-33 and/or 237D-7, thereby committing the offense of Willful Failure to File Return, in violation of HRS §§ 702-228, 237-33, 237D-7, and 231-35, a misdemeanor.

Counts 7 through 11 of the Indictment alleged that Respondent Elite willfully failed to make annual general excise tax returns and/or annual transient accommodations tax returns for the years 2011, 2012, 2013, and 2014 pursuant to HRS §§ 237-33 and/or 237D-7, thereby committing the offense of Willful Failure to File Return, in violation of HRS §§ 702-227, 237-33, 237D-7, and 231-35, a misdemeanor.

Count 12 of the Indictment alleged that Respondent Grace willfully failed to collect and/or truthfully account for and pay over taxes to Annie Sherman, William Barr, Monte Weaver, Paul Oman, Christopher Kraning, Roger Blecher, Charles Kurtz, Howard Yokoyama, and/or Teri Campbell, thereby committing the offense of Willful Failure to Collect and Pay Over Tax, in violation of HRS §§ 702-228 and 231-36.4, a class C felony.

Count 13 of the Indictment alleged that Respondent Elite willfully failed to collect and/or truthfully account for and pay over taxes to Annie Sherman, William Barr, Monte Weaver, Paul Oman, Christopher Kraning, Roger Blecher, Charles Kurtz, Howard Yokoyama, and/or Teri Campbell, thereby committing the offense of Willful Failure to Collect and Pay Over Tax, in violation of HRS §§ 702-227 and 231-36.4, a class C felony.

On or about January 26, 2017, a Change of Plea was filed in the criminal action in which Respondent Grace entered a voluntary plea of guilty to counts 1 through 6 of the Indictment, in exchange for a dismissal of counts 7 through 13 of the Indictment. Respondent Grace agreed to pay restitution including amounts owed to Victims described in counts 1 through 6 of the Indictment and to presently unnamed victims who are victims of the same conduct during the periods described in counts 1 through 6.

A Judgment of Conviction and Probation Sentence; Notice of Entry of Judgment was entered against Respondent Grace and filed on April 12, 2017 (the "Criminal Judgment"). Among other things, the Criminal Judgment reflects that Respondent Grace plead guilty to count 1 of the Indictment (theft in the first degree, in violation of HRS §§ 708-830(6) and 708-830.5(1)) and counts 2, 3, 4, 5, and 6 of the Indictment (willful failure to file return in violation of HRS §§ 702-228,

Administrative Actions (cont. from page 8)

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237-33, 237D-7, and 23.1-35); that Respondent Grace was sentenced to a period of incarceration; and that Respondent Grace was ordered to pay restitution in the following amounts to the following victims:

- \$17,750.00 to Roger Blecher;
- \$3,105.62 to Paul Oman;
- \$2,235.00 to Graham and Barbara Hollingsworth;
- \$1,665.95 to Theresa MacKinnon;
- \$10,629.43 to Charles Kurtz and Howard Yokoyama;
- \$2,044.33 to Teri Campbell;
- \$13,313.63 to Annie Sherman;
- \$2,500.00 to C&H Ishii General Contracting Inc.;
- \$52,542.84 to Alison and Christopher Boon;
- \$3,929.23 to Jerry and Jolene Hill;
- \$16,059.09 to William Barr;
- \$2,378.50 to Monte Weaver;
- \$6,629.65 to Christopher Kraning;
- \$2,177.04 to Edith Higgins; and
- \$2,000.00 to Alyssa Indermuehle.

RICO Allegations:

RICO asserts that, between February 2, 2010 and January 12, 2015, Respondents, in the practice of their profession as real estate licensees, failed to account for client funds, failed to refund money to clients, failed to disclose pertinent information, and misrepresented to clients that general excise taxes had been paid.

RICO asserts that Respondents have failed to report the Criminal Judgment to the Commission pursuant to HRS § 436B-16(a).

RICO asserts that, on or about October 1, 2014, a judgment was entered in the amount of \$5,000.00 in favor of C&H Ishii General Contracting, Inc. and against Respondent Elite in Civil No. 3SC14-1-108K in the Small Claims Division of the District Court of the Third Circuit, North and South Kona Division, State of Hawaii, based on an admission by Respondent Grace on behalf of Respondent Elite. Civil No. 3SC14-1-108K arose from conduct by Respondents that directly relates to Respondents' practice of their real estate profession. The Civil Judgment was recorded on or about March 23, 2015 in the Bureau of Conveyances of the State of Hawaii as Document No. A55610583. Respondents have failed to report the Civil Judgment to the Commission pursuant to HRS § 436B-16(a).

Violations: HRS § 467-14(7), HRS § 467-14(8), HRS § 467-14(13), HRS § 467-14(15), HRS § 467-14(16), HRS § 467-14(20), HAR § 16-99-3(b), HAR § 16-99-3(h), HAR § 16-99-3(v), HRS § 436B-16(a), HRS § 436B-19(7), HRS § 436B-19(8), HRS § 436B-19(9), HRS § 436B-19(11), HRS § 436B-19(12), HRS § 436B-19(14) and HRS § 436B-19(17).

Order:

Respondents agree to the voluntary surrender of Respondents' real estate licenses.

Respondents agree not to seek reinstatement or restoration of their Hawaii real estate licenses and agree not to reapply for a Hawaii real estate license in the future.

Administrative Actions (cont. from page 9)

August 2019

ANDREW F. BOUTHILLIER
RS 57439

Case No. REC-2019-26-L

Dated 8/23/19

Uncontested Facts:

On or about August 22, 2003, Respondent submitted a restoration application for his real estate salesperson's license to the Commission.

Question 1 on the restoration application asked Respondent, "Since the date that your Hawaii real estate license was originally issued, have you been convicted of a crime in which the conviction has not been annulled or expunged?"

Respondent answered "No" to this question.

On or about April 16, 2002, Respondent was convicted in the District Court of the Second Circuit, State of Hawaii of the misdemeanor offense of Negligent Homicide in the Third Degree.

On or about November 27, 2018, Respondent electronically submitted a renewal application for his real estate salesperson's license to the Commission.

Question 3 on the renewal application asked Respondent, "In the past 2 years have you been convicted of a crime that has not been annulled or expunged?"

Respondent answered "No" to this question.

On or about April 13, 2018, in the District Court of the Second Circuit, State of Hawaii, the Respondent was convicted of the petty misdemeanor offenses of OVUII and Driving without a License (hereinafter "OVUII").

Respondent completed all court ordered conditions for both court cases.

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

Sanctions:
Public reprimand.

Fine of \$1,500.00.

**JODI'S S. TALARO, formerly
JODI S. SUMIKI**
RS 54487

Case No. REC-2019-10-L

Dated 8/23/19

Uncontested Facts:

Respondent self-reported in December 2018 that she had been convicted of the offense of Operating a Vehicle Under the Influence of an Intoxicant ("OVUII") on May 30, 2018 in the District Court of the Third Circuit, State of Hawaii. Respondent has complied with all court ordered terms of sentence.

Violations: HRS § 436B-19(14)

Sanctions:
Fine of \$500.00.

HERBERT S. AUST
RS 77367

Case No. REC-2017-365-L

Dated 8/23/19

RICO Allegations:

Before being issued a license by the Commission, Respondent was convicted in the State of Hawaii of the crime of operating a vehicle under the influence of an intoxicant or what is commonly referred to as driving under the influence or "DUI" (the "Conviction"). Despite the Conviction, 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 \$1,000.00.

Administrative Actions (cont. from page 10)

August 2019

ALTAGRACIA R. WATSON, also known as ALTAGRACIA R.E. SANCHEZ, also known as GRACE WATSON
RB 22426

Case No. REC-2019-25-L

Dated 8/23/19

RICO Allegations:

On or about May 6, 2014, Respondent submitted the Application for License (Real Estate Salesperson). On the said application, Respondent answered "No" to the question, "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?" despite the following convictions in the District Court of the Third Circuit, State of Hawaii: Failure to Appear on January 23, 2008, Driving without a Valid Driver's License on March 18, 2010, three (3) counts of Contempt of Court on July 17, 2012.

On the said application, Respondent also answered "No" to the question, "Are there any pending lawsuits, unpaid judgments, outstanding tax obligations, or any other type of involuntary liens against you?" despite the unpaid and outstanding default judgment for \$2,670.34 entered against Respondent on September 20, 2010 in the District Court of the Third Circuit, State of Hawaii.

On or about July 23, 2017, Respondent submitted the Application for License (Real Estate Broker). Respondent answered "No" to the questions, "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?" and "Are there any pending lawsuits, unpaid judgments, outstanding tax obligations, or any other type of involuntary liens against you?" despite the convictions referenced in Paragraph A.4 above and the unpaid and outstanding judgment referenced in Paragraph A.5 above.

On November 30, 2018, Respondent submitted an electronic renewal application for her Real Estate Broker's license. Respondent answered "No" to the question, "In the past 2 years have you been convicted of a crime in which the conviction has not been annulled or expunged?" despite the convictions in the District Court of the Third Circuit, State of Hawaii, for Failure to Appear on August 9, 2018, and Driving without a Valid Driver's License on August 9, 2018.

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

Sanctions:

Fine of \$2,000.00.

MARIFRANCES KRSTIC
RB 20257

Case No. REC-2018-262-L

Dated 8/23/19

RICO Allegations:

RICO alleges that the real estate salesperson license of Marty Sanders expired on January 1, 2017 and was not restored until April 3, 2018. During this time period, Mr. Sanders was affiliated with Brandongrey, Inc. and engaged in real estate transactions.

Violations: HRS § 467-1.6(b)(7).

Sanctions:

Fine of \$1,500.00.

KEVIN Y. YU
RS 68392

Case No. REC-2019-91-L

Dated 8/23/19

Uncontested Facts:

In January 2019, Respondent self-reported to the Commission that he had been convicted of the offense of Operating a Vehicle Under the Influence of an Intoxicant ("OVUII") in District Court of the First Circuit, State of Hawaii.

Respondent has successfully complied with and completed all court ordered terms and conditions on April 29, 2019.

This is Respondent's second conviction for OVUII with the first conviction occurring back in 2008. Respondent was disciplined by the Commission for that conviction under RICO Case No: REC 2009-76-L.

Respondent represents that the present incident did not arise out or was related to any real estate activity by Respondent and did not endanger or involve any clients.

Respondent is remorseful for his conduct and has expressed regret for his actions.

Violations: HRS § 436B-19(12).

Sanctions:

Fine of \$1,000.00.

September 2019

MARTY SANDERS also known as Martin P. Sanders
RS 68421

Case No. REC-2018-233-L

Dated 9/27/19

Uncontested Facts:

RICO alleges that Respondent's real estate salesperson's license expired on or about January 1, 2017 and was restored on or about April 3, 2018.

During this period of time, Respondent engaged in various real estate transactions.

There is no allegation of consumer harm relating to or arising from these transactions.

Upon learning of his licensing situation, Respondent immediately took steps to restore his license back to active status.

Respondent is remorseful for his conduct and assures the Commission that it will not happen again.

Respondent's principal broker will be the subject of a separate disciplinary proceeding.

Violations: HRS § 467-7.

Sanctions:

Fine of \$1,000.00.

Administrative Actions (cont. from page 11)

September 2019

CHRISTOPHER F. GENG
RB 20433

Case No. REC-2019-265-L

Dated 9/27/19

Uncontested Facts:

Respondent functions as the principal broker for Maui Resort Rentals, Inc., doing business as Maui Resort Realty (hereinafter "Maui Resort").

RICO alleges that a real estate salesperson associated with Maui Resort, Richard Bourland (hereinafter "Bourland"), submitted a renewal application where he mistakenly certified that he had completed the required continuing education requirements.

Respondent later discovered that Bourland's real estate salesperson's license was inactive from January 2019 through April 11, 2019, as Bourland inadvertently submitted duplicate credit hours from a prior renewal.

Upon learning of this discrepancy, Bourland completed the outstanding continuing education coursework and

his real estate salesperson's license was placed on active status on April 11, 2019.

During the time period Bourland's license was inactive, he was involved in three (3) real estate transactions.

Bourland will be the subject of a separate RICO proceeding.

Violations: HRS § 467-1.6(b)(7).

Sanctions:
Fine of \$1,000.00.

RICHARD R. BOURLAND
RS 63250

Case No. REC-2019-217-L

Dated 9/27/19

Uncontested Facts:

RICO alleges that Respondent's real estate salesperson's license was inactive from January 1, 2019 to April 11, 2019.

During this time period, Respondent engaged in three (3) real estate transactions.

Respondent represents that he mistakenly believed he completed the required 20 hours of continuing education, but later learned that he only submitted 18 hours of continuing education coursework. Upon learning of this discrepancy, Respondent completed the missing continuing education class and his license was restored to active.

RICO will be initiating a separate case involving the Respondent's principal broker.

Violations: HRS § 467-7.

Sanctions:
Fine of \$500.00.

MARK N. KOEHLER
RB 33661

Case No. REC-2019-161-L

Dated 9/27/19

Uncontested Facts:

RICO alleges that Respondent was convicted in the District Court of the Fifth Circuit, State of Hawaii on or about December 28, 2016 of the petty misdemeanor offenses of Inattention to Driving and Operating a Vehicle Under the Influence of an Intoxicant (OVUII).

RICO further alleges that Respondent submitted a renewal application for his real estate salesperson's license on or about December 10, 2018. On his renewal application, Respondent answered "no" in response to the question: "In the past 2 years have you been con-

victed of a crime where the conviction has not been annulled or expunged?"

Violations: HRS § 467-20.

Sanctions:
Fine of \$750.00.

DUKE M. KIMHAN
RB 19773

Case No. REC-2019-465-L

Dated 9/27/19

Uncontested Facts:

From January 1, 2017 to on or about October 19, 2017, the real estate salesperson's license of Arlene M. Ichimura, who is associated with ADA Property Management LLC dba HI Pacific Property Management, expired and/or was forfeited.

Ms. Ichimura will be the subject of a separate Settlement Agreement or proceeding.

Ms. Ichimura subsequently restored her license on or about October 20, 2017.

Ms. Ichimura undertook activities requiring a license between approximately January 1, 2017 to October 19, 2017.

Respondent failed to ensure that Ms. Ichimura's license was timely renewed.

Violations: HRS § 467-1.6(b)(7).

Sanctions:
Fine of \$2,000.00.

Administrative Actions (cont. from page 12)

September 2019

In the Matter of JEREMY ROBINSON, Candidate for Salesperson License Examination

Real Estate Commission's Final Order:

At its Education Review Committee (ERC) meeting on May 8, 2019, the Real Estate Commission (Commission) considered information it received from the testing agency, PSI, regarding the above-referenced applicant. According to the PSI email report sent to the Commission with a date of breach on April 24, 2019, at the Honolulu (Ala Moana) test center:

"Additional Notes/Details from PSI state:

Candidate checked in at around 12:35pm. He took his first restroom break at 2pm and the second break was at 2:31 pm. This is when I found him in the hallway talking on his cell phone. The CD was not trying to hide that he was on the phone, he was clearly standing in the middle of the hallway which is public access to all. I did not stop to listen clearly to the conversation he was having, as soon as I saw this incident I immediately went straight back to the office to report this to Jerica. When CD came back to the office we asked him if he has a phone in his pocket, he said no. When we asked again, he said no a second time. Then I pointed out that I saw him talking on the phone in the hallway, and that is when he revealed his phone from deep within his track pants pocket. Then all he had to say after that was if he can finish his test, and when can he come back.

We did have him empty his pockets at check-in, however the phone was concealed in his pants in a different pocket.

RSS Jerica informed us to end his exam and ask him to leave. CD was just asking if he could take test again but was told that PSI was contacted about incident. CD didn't pass his exam."

CD is the abbreviation for the Candidate, which in this case was Jeremy Robinson. All candidates are well-informed of items prohibited

in the exam room. First, PSI has a Security Agreement for Examinations in which candidates must click on an "Agree" button before being allowed to proceed in taking the exam. This Security Agreement states in relevant part:

"I HAVE READ THE FOLLOWING PSI SECURITY AGREEMENT AND CONSENT TO TAKE THE LICENSING EXAMINATION UNDER THE CONDITIONS STATED HEREIN: ...

- I will maintain the confidentiality of the test.
- I will not have in my possession a cell phone, pager, or other unauthorized materials.
- ***
- I understand that violating the confidential nature of the licensing test can result in severe civil or criminal penalties, invalidation of test scores, reports to the authorized agency."

Emphases added.

Second, PSI uses a document entitled "PSI Services Security Procedures", which candidates must read and initial. This document provides in relevant part that: "All personal belongings of candidates, with the exception of close-fitting jackets or sweatshirts, should be placed in the secure storage provided at each site prior to entering the examination room. Personal belongings include, but are not limited to, the following items:

- Electronic devices of any type, including cellular / mobile phones ... " Emphasis in original. Mr. Robinson initialed that he read this document.

Third, PSI staff reads a document entitled "Check in Speech" to the candidates before starting the exam. The "Check in Speech" states in relevant part: "When taking your exam, you must comply with our Exam Security rules. Our policy prohibits the following in the testing room:

Cell phones or other electronic devices

All personal items will be stored in a locked and numbered locker bag. The bag will be secured by myself and is to be placed on the back of your seat in the testing room

If you are found in violation of any of these rules, your exam will be stopped, your actions reported to your board or commission and PSI will pursue all legal remedies available to it."

Emphases added.

Copies of PSI's report, Check in Speech, PSI Services Security Procedures, and Security Agreement for Examination are incorporated to this Proposed Final Order and attached as Exhibit A. This was Mr. Robinson's

ninth attempt in taking the salesperson test. He was informed numerous times of the prohibition against cell phones in his possession.

Given PSI's report that he had in his possession and used his cell phone, Mr. Robinson clearly violated PSI's Security Agreement for Examination, the terms of which he agreed to follow before sitting for the examination.

Pursuant to § 16-99-29(e), Hawaii Administrative Rules (HAR), Examination For Broker and Salesperson License, "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."

The Commission finds PSI's report of the incident to be credible and that Mr. Robinson agreed to but failed to follow PSI's procedures while taking the real estate salesperson examination on April 24, 2019. The Commission concludes that Mr. Robinson is subject to HAR § 16-99-29(e).

Mr. Robinson appeared at the Commission's ERC meeting on May 8, 2019. Mr. Robinson testified that he had to pick up his younger teenaged brother at the airport and was expecting his call. Mr. Robinson was aware that he could have rescheduled his exam but did not want to forfeit the fee he had already paid and pay a new fee. He also acknowledged he could have told his brother ahead of time to wait at the airport until he finished his exam, or make other arrangements, but didn't. Instead, Mr. Robinson knowingly chose to intentionally disobey laws and rules for his own personal reasons.

In its Proposed Final Order dated June 28, 2019, the Commission proposed that Mr. Robinson be disqualified from the April 24, 2019 examination and barred from being examined in any future examinations for one year and require that he take a LIVE prelicense course. The earliest Mr. Robinson may take the real estate salesperson examination is April 24, 2020.

On July 11, 2019, Mr. Robinson received the Commission's Proposed Final Order and had 60 days to respond to it. To date, the Commission has not received any response from Mr. Robinson.

Administrative Actions (cont. from page 13)

September 2019

In the Matter of NICOLE DE FRIES-DALE, Candidate for Salesperson License Examination

Real Estate Commission's Final Order:

At its meeting on June 28, 2019, the Real Estate Commission (Commission) considered information it received from the testing agency, PSI, regarding the above-referenced applicant.

According to the PSI email report sent to the Commission with a date of breach on May 24, 2019, at the Honolulu (Ala Moana) test center:

"Additional Notes/Details from PSI state:

At 3:04pm I saw the CD fold the scratch paper and put it in her shirt. She then went to the bathroom. At this time I contacted RSS Jerica and informed her of the incident. CD arrived back from (sic) the bathroom 15 minutes after allow time of 3:19. I let CD know that we saw her take the scratch paper to the bathroom and she said she did not know what I was talking about. I asked her again that I need her scratch paper back and she said she really did not know what scratch paper I am referring to. I told her a third time to return the scratch paper back to me and then she said she threw it away in the bathroom. She then ran back to the bathroom to grab it. The scratch paper was returned in one piece. Jerica informed to end her exam and tell the CD to call the board to reschedule. CD explained that she did not know what she was doing and she was not thinking."

CD is the abbreviation for the Candidate, which in this case was Nicole De Fries-Dale. All candidates are well-informed of items prohibited conduct. First, PSI has a Security Agreement for Examinations in which candidates must click on an "Agree" button before being allowed to proceed in taking the exam. This Security Agreement states in relevant part:

"I HAVE READ THE FOLLOWING PSI SECURITY AGREEMENT AND CONSENT TO TAKE THE LICENSING EXAMINATION UNDER THE CONDITIONS STATED HEREIN: ...

- I will maintain the confidentiality of the test.

- I understand that violating the confidential nature of the licensing test can result in severe civil or criminal penalties, invalidation of test scores, reports to the authorized agency."

Emphasis added.

Second, PSI staff reads a document entitled "Check in Speech" to the candidates before starting the exam. The "Check in Speech" states in relevant part:

"Additionally, you may not copy exam questions or answers. PSI scratch paper (if issued) and other exam materials may not be removed or attempted to be removed from the test center. Reference materials/books, if allowed, may not be written or marked in during your exam

If you are found in violation of any of these rules, your exam will be stopped, your actions reported to your board or commission and PSI will pursue all legal remedies available to it."

Emphasis added.

Copies of PSI's report, Security Agreement for Examination, PSI Services Security Procedures, and Check in Speech are incorporated to this Proposed Final Order and attached as Exhibit A.

Given PSI's report, Ms. De Fries-Dale clearly violated PSI's security procedures, the terms of which she agreed to follow before sitting for the examination.

Pursuant to § 16-99-29(e), Hawaii Administrative Rules (HAR), Examination For Broker and Salesperson License, "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."

The Commission finds PSI's report of the incident to be credible and that Ms. De Fries-Dale agreed to but failed to follow PSI's procedures while taking the real estate salesperson examination on May 24, 2019. The Commission concludes that Ms. De Fries-Dale is subject to HAR § 16-99-29(e).

Ms. De Fries-Dale appeared at the Commission's ERC meeting on June 28, 2019. Ms. De Fries-Dale distributed a written statement and testified that she had an upset stomach during the exam. She stated she brought the scratch paper with her to the restroom so she could review it while she was there. She also claimed that the "Proctor failed to read PSI's Rules and Procedures before sending me into start the exam that day." This was Ms. De Fries-Dale's sixth attempt in taking the salesperson test. She was informed numerous times of the prohibition against removing scratch paper from the test room.

In its Proposed Final Order dated July 10, 2019, the Commission proposed that Ms. De Fries-Dale be disqualified from the May 24, 2019 examination and barred from being examined in any future examinations for one year. The earliest Ms. De Fries-Dale may take the real estate salesperson examination is May 24, 2020. On July 11, 2019, Ms. De Fries-Dale was mailed the Proposed Final Order by certified mail and regular mail to her last known address on file. Included in each of these mailings was a Notice of Real Estate Commission's Proposed Final Order that informed Ms. De Fries-Dale that she had 60 days to respond to this Proposed Final Order. To date, the copy sent by certified mail has not been signed for or picked up. The copy sent by regular mail has not been returned. To date, the Commission has not received any response from Ms. De Fries-Dale.

Accordingly, the Commission adopts its Proposed Final Order as its Commission's Final Order.

Prelicense Schools

Abe Lee Seminars	808-942-4472
Akahi Real Estate Network, LLC	808-896-1414
All Islands Real Estate School	808-564-5170
American Dream Real Estate School, LLC	720-322-5470
Carol Ball School of Real Estate	808-280-0470
The CE Shop, Inc.	888-827-0777
Coldwell Banker Pacific Properties Real Estate School	808-551-6961
Continuing Ed Express, LLC	866-415-8521
Excellence in Education dba Maui Real Estate School	808-212-4861
Inet Realty	808-955-7653
Maui Real Estate Academy, LLC dba Hawaii Real Estate Academy	808-633-5737
OCL Real Estate, LLC dba OnCourse Learning Real Estate	800-532-7649
Ralph Foulger's School of Real Estate	808-239-8881
Real Estate School Hawaii	808-551-6961
REMI School of Real Estate	808-230-8200
Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818
Seiler School of Real Estate	808-874-3100
Vitousek Real Estate Schools, Inc.	808-946-0505



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Continuing Education Providers

Abe Lee Seminars	808-942-4472	Kauai Board of Realtors	808-245-4049
All Islands Real Estate School	808-564-5170	McKissock, LLC	800-328-2008
American Dream Real Estate School, LLC	720-322-5470	OCL Real Estate, LLC dba OnCourse Learning Real Estate	800-532-7649
Asentiv Hawaii	808-960-9630	Preferred Systems, Inc.	888-455-7437
At Your Pace Online, LLC	877-724-6150	Ralph Foulger's School of Real Estate	808-239-8881
The Berman Education Company, LLC	808-572-0853	The Real Estate Café	808-728-0223
Build It Green	510-590-3360	Real Estate School Hawaii	808-551-6961
Building Industry Association of Hawaii	808-629-7505	Realtors' Association of Maui, Inc.	808-873-8585
Carol Ball School of Real Estate	808-280-0470	REMI School of Real Estate	808-230-8200
The CE Shop, Inc.	888-827-0777	Residential Real Estate Council	800-462-8841
CMPs Institute, LLC	888-608-9800	Russ Goode Seminars	808-597-1111
Coldwell Banker Pacific Properties Real Estate School	808-551-6961	Scott Alan Bly School of Real Estate, LLC dba Bly School of Real Estate	808-738-8818
Continuing Ed Express, LLC	866-415-8521	Servpro Industries, LLC	615-451-0200
Dexterity CE, LLC	512-893-6679	Shari S. Motooka-Higa	808-492-7820
Eddie Flores Real Estate Continuing Education	808-951-9888	Sirmon Training and Consulting Group, LLC	704-458-5295
ExceedCE	415-885-0307	Systems Effect LLC, dba Training Cove	480-517-1000
Hawaii Association of Realtors	808-733-7060	USA Homeownership Foundation, Inc., dba Veterans Association of Real Estate Professionals (VAREP)	951-444-7363
Hawaii Business Training	808-250-2384	Vitousek Real Estate Schools, Inc.	808-946-0505
Hawaii CCIM Chapter	808-528-2246	West Hawaii Association of Realtors	808-329-4874
Hawaii First Realty, LLC	808-282-8051		
Hawaii Island Realtors	808-935-0827		
Honolulu Board of Realtors	808-732-3000		
International Association of Certified Home Inspectors (InterNACHI)	303-225-9149		

State of Hawaii
Real Estate Commission
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2019 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, November 6, 2019

Wednesday, December 11, 2019

Real Estate Commission – 9:00 a.m.

Friday, November 22, 2019

Friday, December 20, 2019

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 or call the Real Estate Commission Office at 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 586-2643 to submit your request.