Renewal Tidbits

• The real estate license renewal deadline is November 30, as usual. Online renewal applications will be available mid-October 2022. If a renewal question is answered “yes”, you must file a hardcopy renewal application.
• Renewal information: Licensees should check their MyPVL account for current information on license renewal… https://mypvl.dcca.hawaii.gov
• CORE B 2021-2022, “Ditch the ‘Mis’ in Misrepresentation” is available.
• All real estate SALESPERSONs receiving their license in the even-numbered year of the biennium, 2022, are NOT required to complete the 20 hours of continuing education to renew their license current/active. THIS DOES NOT APPLY TO BROKERS LICENSED IN AN EVEN-NUMBERED YEAR. Both salespersons and brokers must RENEW their license by November 30, whether the license is renewed current/active or current/inactive.
• Continuing Education Equivalency (CEE) Application: The CEE application applies to Hawaii salespersons and brokers who hold a current, unencumbered (no conditions or disciplinary actions attached to the license) real estate salesperson or broker license in another state/jurisdiction, and who have successfully completed the CE requirements in that state/jurisdiction. This equivalency is for ELECTIVE COURSE HOURS ONLY. If granted, the licensee will still be required to complete the 2021-2022 core course (Parts A & B) in order to fulfill Hawaii’s CE requirement. This application is posted on the Real Estate Branch website under the following link: https://cca.hawaii.gov/reb/rec_forms/ under the Continuing Education Application Forms. This application will be removed from the website midnight 12/31/22.

Did You Know...?

A licensee registering for a continuing education course in 2022 MUST COMPLETE the course by December 31, 2022, midnight, in order to receive credit for the course completion. All currently offered courses expire as of December 31, 2022.
Pocket ID and Wall Certificates

Since April 18, 2019, the Professional and Vocational Licensing Division has stopped mailing out pocket ID’s and wall certificates. Many have relied on receiving these pocket ID’s in the mail as reassurance their renewals have been successfully processed. However, as this is no longer the case, you must now retrieve your pocket ID via your MyPVL account.

Pocket ID Printing:
- License must be current (not expired)
- License can be active or inactive

Wall Certificate Printing:
- License must be current (not expired)
- License must be active. An inactive licensee will not be able to retrieve a wall certificate.

2022 is a renewal year so please be sure to check that your renewal has been processed accordingly and your license is current. Those renewing on active status, be sure to check all of your CE courses have been uploaded and posted by the CE Providers. You may also check the status of your license by clicking on the PVL License Search site at: https://mypvl.dcca.hawaii.gov/public-license-search/
The online renewal system will be available in mid-October.

Trade Name Versus License Name: What’s the DIFF?

A real estate licensed individual may select a “license name” to add to their legal name. A sole proprietor broker or a licensed corporation, limited liability company, or partnership may add a “trade name” to its name as licensed. Individual licensees may NOT add a tradename to their name as licensed by the commission.

Hawaii Administrative Rules, Section 16-99-19.1 License name, states,

(a) An individual may designate a license name different from the individual’s legal name, provided that:
   (1) The license name of individual broker, broker-salesperson, or salesperson:
       (A) Shall include the individual’s full legal surname;
       (B) May include the individual’s initials, full legal first name, full legal middle name, full legal name, or nickname; and
       (C) May retain the individual’s former legal surname if the surname is legally changed subsequent to licensing, provided that the change is reported pursuant to section 16-99-5;
   (2) The license name of a sole proprietor broker:
       (A) Shall comply with the provisions of paragraph (1); and
       (B) May include a trade name currently registered by the broker with the business registration division and with the commission, provided that the trade name complies with Section 467-9, HRS.

(b) The License name of a corporation, limited liability company, or partnership:
   (1) Shall be its legal name, provided that the name complies with section 467-9, HRS; and
   (2) May include a trade name currently registered by the entity with the business registration division and with the commission, provided that the trade name complies with section 476-9, HRS. (Emphasis added)

An Individual licensee’s license name will appear on the license pocket card as a “dba”. The same for a trade name for the sole proprietor, corporation, limited liability company, or partnership. Confusing? Yes, but know that an individual licensee may not register a trade name and use it with their individual licensed name. Only a sole proprietor, corporation, limited liability company, or partnership may use a trade name, and the trade name must be registered with the DCCA’s Business Registration Division (“BREG”).

(cont. page 3)
Aloha kakou,

While we all know change is inevitable I find it interesting to see how differently individuals respond to change. Some embrace change with open arms while others, due to uncertainty, fear it. There is no right or wrong response only an undeniable understanding that time moves on and change follows. Change affects businesses, organizations, and, in our specific case, the Hawaii Real Estate Commission (“HIREC”).

For the past four years, HIREC was extremely fortunate to have been led by Chairperson Michael Pang – a true gentleman and wise leader. Mike served from 2014 – 2018 as an Oahu Broker and, most recently, served as HIREC’s fearless leader from 2018 – 2022. Most notably, he strategically and successfully guided the commission through the challenging times of the COVID pandemic. Mike analyzed the time-consuming meeting schedule and introduced a new blended schedule. This change streamlined the commission’s workload and made the workflow process efficient, cost-effective, and highly productive. All commissioners, especially the neighbor island commissioners, were most appreciative. Mike showed us how to adjust, acclimate and adapt and, at the end of the day, it was business as usual without missing a beat – a phenomenal accomplishment! Thank you, Mike, for all that you have done for the people and the State of Hawaii. You are an inspiration. You will be sorely missed and, boy, do I have some really large shoes to fill. I promise I will do my best to make you proud.

Respected leaders will always deflect the praise, downplay their accomplishments, and acknowledge their supporting cast. Here, it is no different; both the Real Estate Commission as well as the Real Estate Branch of the Department of Commerce and Consumer Affairs (“REB”) must be applauded and recognized for their tremendous dedication and support.

The REB needs to be recognized and applauded. The staff provides excellent customer service and is always pleasant and gracious. They strive to do things efficiently and on a timely basis. Their motto is “do your job and do it well.”

There is one particular individual on their staff who I must acknowledge. As a new commissioner in 2019, I was a little lost, to say the least. This person welcomed me and helped me navigate through my responsibilities as Chair of the Education Committee. She helped with no hesitation whatsoever. This amazing lady is Diane Choy Fujimura. You will be missed by many. Di just retired in July after forty years of dedicated service to the State of Hawaii. She is a prime example of someone who loves her job and who does it exceptionally well.

Please join me and offer a warm welcome to the newest member of the Real Estate Commission, Richard Emery, Oahu Broker. The other commissioners and I are looking forward to working well with you.

With each new day comes exciting new opportunities and experiences and today is no different. Embrace change and treat every day as a special day. As your newly appointed Chairperson of the Hawaii Real Estate Commission, I am excited yet humbled and honored to serve you. As Chairperson, I hope to gradually improve the integrity of our real estate profession. With the additional support of the hard-working HIREC and REB, there is no doubt we will accomplish much. Good luck and Godspeed to us all.

Mahalo Nui Loa,

Derrick T. Yamane, Chair

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Trade Name Versus License Name... (cont. from page 2)

So, beware of this situation: a real estate salesperson registers a trade name with the BREG/DCCA. The licensee then uses the registered trade name in a real estate advertisement. This is a possible violation of the real estate licensing laws/rules and will warrant a referral to the Regulated Industries Complaints Office. Why? The real estate salesperson must be associated with a real estate broker. In advertising, the real estate salesperson MUST include the name of his/her associated broker/brokerage. Only a real estate entity may register and use a trade name in advertising. The real estate salesperson’s registered trade name may result in allegations of unlicensed activity regarding the registered trade name, acting as a broker when not licensed as a broker, and/or misrepresentation, for starters.
Hawaii Real Estate Commission

Sean Ginoza, Broker, Big Island, Russell Kyono, Broker, Kauai, and John Love, Esq., Public Member, were confirmed for second terms by the Hawaii Senate on April 22, 2022. Their new terms will be from July 1, 2022 – June 30, 2026.

Newly appointed commissioner, Richard Emery, Broker, O‘ahu, will also serve his first term as a commissioner, effective July 1, 2022 – June 30, 2026. He is Principal Broker for Hawaii First Realty LLC and is an active member with the Community Associations Institute, and a Director for the Hawaii Council of Community Associations. Mr. Emery regularly teaches continuing education core and elective courses to licensees.

Mr. Ginoza is associated with Ginoza Realty, Inc., which focuses on property management. He is the Broker-in-Charge, Vice President and a Director for the brokerage. He started full-time with Ginoza Realty in 2007. Mr. Ginoza attended Waiakea High School, and the University of Northern Colorado. He is a member of the Hawaii Island REALTORS®.

Mr. Kyono is a lifelong resident of Kauai. He attended the University of Hawaii, Manoa, and received a degree from the School of Travel Industry Management. He received his real estate salesperson’s license in 1981, and his broker’s license in 1991. He is the owner and principal broker of K-ONI, Inc. dba Kauai Rentals & Real Estate, Lihue, Kauai.

Mr. Love is a partner with Cades Schutte LLP, and has been associated with the firm since 2010. He focuses on the development of residential, resort, and commercial projects, including condominium projects, commercial leasing, real estate acquisition, sales and financing. He received his Juris Doctor degree from Northwestern University, School of Law, and his undergraduate degree from Yale University.

Administrative Actions
April 2022

IOANE K. K. IOKIA
AKA IOANE “KOA” IOKIA
RS 79399

Case No. REC 2021-68-L
Dated 4/22/22

RICO Allegations:
At all relevant times herein, Respondent was employed as a real estate salesperson by XDIITTO, LLC, a real estate brokerage firm in Hawaii.

Respondent’s real estate salesperson’s license was placed on delinquent status from January 1, 2021, through March 15, 2021, after Respondent inadvertently failed to renew his real estate salesperson’s license in a timely manner. In that time, Respondent listed homes as a real estate salesperson and earned commission from a real estate transaction.

Respondent’s principal broker and brokerage firm during the time of the foregoing allegations entered into Settlement Agreement in a separate case.¹

Violations:
HRS § 467-7

Sanctions:
Fine of $1,500

¹ Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission’s Final Order in REC 2021-76-L, In the Matter of the Real Estate Brokers’ Licenses of Richard P. Pascua, Sr., Kama‘aina Realty LLC, and XDIITTO LLC, was approved at the Commission’s meeting on December 17, 2021.
April 2022

ASSOCIATION MANAGEMENT
HAWAII, LLC
RB 19293
Case No. REC 2021-155-L
Dated 4/22/22

RICO Allegations:
On February 11, 2021, RICO received a complaint alleging that Respondent failed to comply with the laws governing professional conduct of real estate brokers in the management of a property.
RICO alleges that, at all times relevant, Respondent was the property manager of Woodlawn Terrance-Melemanu ("Woodlawn"), 95-009 Waikalani Drive, Wahiawa (sic), Hawaii 96786 (sic).
RICO alleges that an owner of condominium in Woodlawn, Allison Ikeda through her attorney Stephen M. Shaw ("Mr. Shaw" or "Complainant"), made a records request for thirty categories of documents on December 1, 2020 in accordance with HRS Chapter 514B. This request is the subject of the above-referenced RICO case.

Also, on December 1, 2020, Mr. Shaw made a written demand on behalf of Ms. Ikeda to engage in mediation pertaining to administration of Woodlawn.

On December 22, 2020, Case Lombardi & Pettit ("CLP"), the attorneys for the Association of Apartment Owners of Woodlawn Terrance – Melemanu Woodlands ("AOAO") and Respondent, informed Mr. Shaw that the AOAO and Respondent agreed to Mediation.

On December 30, 2020, CLP emailed Mr. Shaw and offered to provide initial documents or alternatively, schedule an inspection of review of the requested documents at Respondent’s office. On January 4, 2021, Mr. Shaw stated that, “Ms. Ikeda wishes to forego inspection and request copies of the documents […] within eight business days.”

On January 6, 2021, Ms. Ikeda sent a “Written Request for Condominium Association Records” direct to Respondent ("Records Request").

On January 14, 2021, CLP transmitted via email requested records to Mr. Shaw, without charge. The records that were transmitted to Mr. Shaw included documents to which Ms. Ikeda was entitled as an owner under HRS §§514B-154 and 514B-154.5.

On January 20, 2021, Respondent received an “Owner Affidavit Re Condominium Associations Records” from Ms. Ikeda dated January 19, 2021, in which she requested, “All documents as listed / described in written request for condominium association records submitted to [Respondent], dated 1/6/21.”

On February 10, 2021, mediation between the parties occurred, which was unsuccessful in resolving the issues between them.

Violations:
HRS § 467-14(13), HRS §§ 514B-154.5(a)(10); (12); and (14) and HRS § 514B-154.5(c)

Sanctions:
Fine of $500

Representations by Respondent:
Respondent denies and disputes any allegations of misconduct, and affirmatively states that the facts show that Respondent acted in good faith, that Respondent made reasonable efforts to comply with the requests by Mr. Shaw and Ms. Ikeda, that neither Mr. Shaw nor Ms. Ikeda suffered any prejudice or damages, and that neither Mr. Shaw nor Ms. Ikeda has alleged having suffered any prejudice or damages.

(continuing on page 6)
Uncontested Facts:
At all relevant times herein, Respondent worked under the supervision of James M. Merrell, principal broker for Touchstone. Merrell is a licensed real estate broker, under License Number RB-13166.

All underlying facts for the following allegations included in the Settlement Agreement Prior to Filing of Petition of Disciplinary Action and commission’s Final Order occurred at Waialae Place located at 2847 Waialae Avenue.

RICO Allegations:
At all times relevant in cases REC 2021-168-L; REC 2021-238-L; REC 2021-254-L; REC 2021-285-L; REC 2021-286-L; REC 2021-287-L, Respondent was the real estate salesperson managing Waialae Place for Touchstone and Merrell. All following allegations were based on Respondent’s actions taken while working for Touchstone and under the supervision of Merrell.

On or about May 26, 2021, RICO initiated REC 2021-168-L. RICO alleges that Respondent charged in excess of the statutorily allowed administrative and duplication fees for a document request. In the same case, RICO alleges that Respondent failed to respond to the document request within thirty days.

In REC 2021-168-L, RICO’s Field team notified Respondent of the alleged violations on June 4, 2021.

On or about June 30, 2021, RICO initiated REC 2021-216-L. In this case, RICO alleges that Respondent failed to respond to the document request within thirty days.

In REC 2021-216-L, RICO’s Field team notified Respondent of the alleged violations on July 2, 2021. Touchstone provided the documents in this case twenty-eight days over the required thirty days. Respondent, Touchstone, and Merrell were issued a Warning Letter in this case on August 9, 2021.

For RICO cases REC 2021-238-L, REC 2021-254-L, REC 2021-285-L, REC 2021-286-L, and REC 2021-287-L, RICO alleges that Respondent failed to respond to a document request within thirty days. These cases were initiated between July 21 – August 25, 2021.

RICO alleges that the Respondent violated HRS § 514B-154(j) by charging more than the statutory limit of $1.00 per page.

RICO alleges that Respondent failed to respond to Complainant’s document request in accordance with HRS 514B by the required deadline on six, separate instances.

Violations:
HRS §467-14(13); HRS §§514B-154.5(a)(6); (9); (12); and (14); HRS §514B-154.5(c); HRS §514B-154.5(f)

Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations.

Sanctions:
Fine of $250.00
JAMES M. MERRELL
RB 17166

Case No. REC 2021-168-L; REC 2021-238-L; REC 2021-254-L; REC 2021-285-L; REC 2021-286-L; REC 2021-287-L

Dated 5/27/22

Uncontested Facts:
At all relevant times herein, Respondent was the principal broker for Touchstone Properties, Ltd. (“Touchstone”), a licensed real estate broker, under License Number RB-15260.

On or about August 28, 2019, RICO received a complaint that Touchstone failed to produce documents requested by an owner of an apartment located in a condominium project managed by Touchstone while Respondent was the principal broker. RICO case number REC 2019-491-L.


The 2019 Order was not intended to establish that Respondent violated any statutes, nor did Respondent admit to any violations. However, the 2019 Order presented the allegations in REC 2019-491-L, namely that Respondent failed to provide financial statements within thirty days of a document request. The Order also listed Hawaii Revised Statutes (“HRS”) §467-14(13) and HRS §514B-154.5(a)(10) and (c).

RICO Allegations:
RICO alleges that this agreement put Respondent on notice of the requirements for document request made pursuant to HRS Chapter 514B.

All underlying facts for the following allegations included in this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and commission’s Final Order occurred at Waialae Place, 2845-47 Waialae Avenue.

RICO alleges that, at all times relevant in cases REC 2021-168-L; REC 2021-238-L; REC 2021-254-L; REC 2021-285-L; REC 2021-286-L; REC 2021-287-L, Respondent directly supervised the property manager for Waialae Place.

On or about May 26, 2021, RICO initiated REC 2021-168-L. RICO alleges that Touchstone charged in excess of the statutorily allowed administrative and duplication fees for a document request. In the same case, RICO alleges that Touchstone failed to respond to the document request within thirty days.

On or about June 30, 2021, RICO initiated REC 2021-216-L. In this case, RICO alleges that Touchstone failed to respond to the document request within thirty days.

In REC 2021-216-L, RICO’s Field team notified Respondent of the alleged violations on July 2, 2021. Touchstone provided the documents in this case twenty-eight days over the required thirty days. Respondent and Touchstone were issued a Warning Letter in this case on August 9, 2021.

On or about July 21, 2021, RICO initiated REC 2021-238-L. In this case, RICO alleges that Touchstone failed to respond to the documents request within thirty days.

In REC 2021-238-L, Respondent continues to pay the Waialae Place Board members $50.00 per meeting when the Bylaws permit only a payment of $25.00 per meeting.

In REC 2021-238-L, Respondent claims the Bylaws were changed and he was provided the minutes of the meeting in which the payment was increased from $25.00 to $50.00 per meeting. Respondent stated that he lost the minutes for that meeting.


RICO alleges that Respondent has direct management and supervision over the brokerage firm and its real estate licensees. In the execution of these duties, Respondent failed to supervise his employees pertaining to document request made pursuant to HRS Chapter 514B and personally lost records pertaining to changes in Waialae Place’s board’s compensation.

Violations:
HRS §514B-154(j); HRS §467-1.6; HRS §467-14(13); HRS §§514B-154.5(a)(6); (9); (12); and (14); HRS §514B-154.5(c); HRS §514B-154.5(f)

Sanctions:
Fine of $4,000.00

May 2022
TOUCHSTONE PROPERTIES, LTD.  
RB 15260  
Case No. REC 2021-168-L  
Dated 5/27/22

Uncontested Facts:
See Uncontested Facts in above case regarding James Merrell.

RICO Allegations:
RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

On May 17, 2021, a resident of the Waialae Place, through his representative (collectively “Complainant”), made a records request by email for the following documents to Respondent’s employee, Gordon Heinicke: (1) a list of the board of directors as of that date; (2) names and contact information for the association attorney, insurer, number of two-bedroom and one-bedroom units, and the maintenance fees for each requested unit; and (3) a list of owners and contact information for Waialae Place.

The response to the March 17, 2021 document request was due on April 16, 2021.

Complainant sent additional emails to Heinicke on May 23, 2021 and March 31, 2021 asking for confirmation or update on the document request.

Respondent’s employee Heinicke sent an email response on April 6, 2021 that stated, “I’ll get to them when I am able.”

Respondent’s employee Heinicke sent an additional email on April 6, 2021 providing the information for requests of (1) a list of the board of directors as of March 17, 2021 and (2) names and contact information for the association attorney, insurer, number of two-bedroom and one-bedroom units, and the maintenance fees for each requested unit.

Respondent also requested an affidavit and payment of $26.18 in the April 6, 2021 email for the documents in request of (3) a list of owners and contact information for Waialae Place.

On April 8, 2021, Complainant provided the signed affidavit to Respondent and asked Respondent to waive the fee if she accepted delivery of the Owners List electronically.

On April 8, 2021, Complainant sent additional emails that included a copy of HRS §514B-154(j) and stated that she was paying under protest. Complainant stated that Respondent should have either provided the Owners List for free or at the cost of $1.00 per page.

Complainant sent two follow-up emails to Respondent on April 21, 2021 and April 26, 2021 asking if the April 19, 2021 letter and payment were received.

Respondent provided the Owners List via email on April 27, 2021.

RICO alleges that the Respondent violated HRS §514B-154(j) by charging more than the statutory limit of $1.00 per page.

RICO alleges that Respondent, as a result of their request for administrative fees in violation of HRS §514B-154(j), the productions of the Owners List was delayed, resulting in the failure to deliver the Owners List within the required thirty days.

Violations:
HRS §467-14(13); HRS §§514B-154.5(a)(6); (12); and (14); HRS §514B-154.5(c); HRS §514B-154.5(f)

Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.

Sanctions:
Fine of $500.00

Restitution:
Respondent agrees to pay restitution for overcharging Complainant for requested documents in the amount of $19.18.
TOUCHSTONE PROPERTIES, LTD.
RB 15260

Case No. REC 2021-238-L
Dated 5/27/22

Uncontested Facts:
SEE Uncontested Facts above in Case No. REC 2021-168-L.

On July 21, 2021, RICO initiated the complaint that is subject of this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission’s Final Order alleging that Respondent failed to properly respond to a document request by an owner of an apartment located in Waialae Place located at 2847 Waialae Avenue.

RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

During Respondent’s tenure as property manager for Waialae Place, Respondent paid the Board members $50.00 per meeting they attend. The bylaws permit payment of $25.00 per meeting. Respondent has not presented any evidence of the increase from $25.00 to $50.00 per meeting.

On or about April 6, 2021, Respondent provided Waialae’s Place bylaws showing that the Board may be paid $25.00 per meeting.

On April 7, 2021, a resident of the Waialae Place, through his representative (collectively “Complainant”), made a record request by email to Respondent’s employee, Gordon Heinicke (License No. RS-75944) for documents showing the owner’s approval of the Board compensation at the rate of $25.00 and at $50.00 per meeting.

Respondent failed to respond to Complainant’s April 7, 2021, document request within thirty days.

On October 7, 2021, Respondent’s Principal Broker, James M. Merrell, sent a response to RICO’s field investigator stating that the minutes of the meeting increasing Board compensation from $25.00 to $50.00 per meeting was given to him. After receiving the minutes, Mr. Merrell stated that he lost the minutes showing the increase. The bylaws do not reflect the change.

Complainant never received documents showing the increase in Board compensation, nor did she receive a written refusal with an explanation as to why the document was not provided within thirty days.

Violations:
HRS § 467-14(13); HRS §§ 514B-154.5(a)(12) and (14); HRS § 514B-154.5(c)

Sanctions:
Fine of $1,500.00

Representations by Respondent:
Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.
TOUCHSTONE PROPERTIES, LTD.  
RB 15260  
Case No. REC 2021-254-L  
Dated 5/27/22  

Uncontested Facts:  
At all relevant times herein, Respondent was licensed by the Real Estate Commission (hereinafter the “Commission”) as a real estate broker under License Number RB-15260.

SEE Uncontested Facts above in Case No. REC 2021-238-L.

On July 28, 2021, RICO initiated the complaint that is the subject of this Settlement Agreement Prior to Filing of Petition of Disciplinary Action and Commission’s Final Order alleging that Respondent failed to properly respond to a document request by an owner of an apartment located in Waialae Place located at 2847 Waialae Avenue.

RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

On May 13, 2021, a resident of Waialae Place, through his representative (collectively “Complainant”), made a records request by email for the invoices for plumbing repairs in unit #310. The request was made to Respondent’s employee, Gordon Heinicke.

Respondent provided the invoices on September 15, 2021. Respondent did not request an extension or provide a written refusal with an explanation as to why the documents were not provided within thirty days.

Respondent’s Principal Broker, James M. Merrell, stated that a response to Complainant’s May 13, 2021 request was not provided because she did not copy Mr. Heinicke. Mr. Merrell’s claim is demonstrably false based on a review of the May 13, 2021 email.

Respondent provided the response to Complainant’s May 13, 2021 document request 95 days after the thirty-day deadline expired.

Violations:  
HRS § 467-14(13); HRS §§ 514B-154.5(a)(12) and (14); HRS § 514B-154.5(c)

Sanctions:  
Fine of $2,500.00

Representations by Respondent:  
Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.

TOUCHSTONE PROPERTIES, LTD.  
RB 15260  
Case No. REC 2021-285-L  
Dated 5/27/22  

Uncontested Facts:  
SEE Uncontested Facts above in Case No. REC 2021-238-L.

On or about July 28, 2021, RICO initiated REC 2021-254-L. In this case, RICO alleges that Respondent failed to respond to the document request within thirty days.

On August 25, 2021, RICO initiated the complaint that is the subject of this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission’s Final Order alleging that Respondent failed to properly respond to a document request by an owner of an apartment located in Waialae Place located at 2847 Waialae Avenue.

RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

On July 9, 2021, a resident of the Waialae Place, through his representative (collectively “Complainant”), made a records request by email for the most recent maintenance and ground contract. The request was made to Respondent’s employee, Gordon Heinicke.

Respondent provided the invoices on September 15, 2021. Respondent did not request an extension or provide a written refusal with an explanation as to why the document was not provided within thirty days.

Respondent provided the response to Complainant’s July 9, 2021 document request 38 days after the thirty-day deadline expired.

Violations:  
HRS § 467-14(13); HRS §§ 514B-154.5(a)(12) and (14); HRS § 514B-154.5(c)

Sanctions:  
Fine of $3,000.00

Representations by Respondent:  
Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.

(To be continued on page 11)
Uncontested Facts:
SEE Uncontested Facts above in Case No. REC 2021-238-L.

On or about July 21, 2021, RICO initiated REC 2021-238-L. In this case, RICO alleges that Respondent failed to respond to the document request within thirty days.

On or about July 28, 2021, RICO initiated REC 2021-254-L. In this case, RICO alleges that Respondent failed to respond to the document request within thirty days.

On or about August 25, 2021, RICO initiated REC 2021-285-L. In this case, RICO alleges that Respondent failed to respond to the document request within thirty days.

On August 25, 2021, RICO initiated the complaint that is the subject of this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission’s Final Order alleging that Respondent failed to properly respond to a documents request by an owner of an apartment located in Waialae Place located at 2847 Waialae Avenue.

RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

On July 20, 2021, a resident of Waialae Place, through his representative (collectively “Complainant”), made a records request by email for the minutes from the July 19, 2021 board meeting. The request was made to Respondent’s employee, Gordon Heinicke.

Respondent did not request an extension or provide a written refusal with an explanation as to why the documents was not provided within thirty days.

Respondent did not make the unapproved minutes available on the thirtieth day after the July 19, 2021 board meeting.

On or about September 21, 2021, Respondent provided the requested minutes to Complainant.

Violations:
HRS § 467-14(13); HRS §§ 514B-154.5(a)(9) and (14)

Sanctions:
Fine of $4,000.00

Representations by Respondent:
Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.
TOUCHSTONE PROPERTIES, LTD
RB 15260

Case No. REC 2021-287-L
Dated 5/27/22

Uncontested Facts:
SEE Uncontested Facts above in Case No. REC 2021-238-L.


On August 25, 2021, RICO initiated the complaint that is the subject of this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission’s Final Order alleging that Respondent failed to properly respond to a document request by an owner of an apartment located in Waialae Place located at 2847 Waialae Avenue.

RICO alleges that, at all times relevant, Respondent was the property manager for Waialae Place.

On March 17, 2021, a resident of the Waialae Place, through his representative (collectively “Complainant”), made a records request by email for the following documents to Respondent’s employee, Gordon Heinicke: (1) a copy of the “solar canopy light place”; (2) all board meeting minutes pertaining to the “solar project” after the Waialae Place board signed the contract with Holu Hou Energy on September 9, 2020; and (3) all reports from licensed professionals regarding the impact and weight load of constructions equipment and activities related to the solar canopy structure.

Respondent did not request an extension or provide a written refusal with an explanation as to why the documents were not provided within thirty days.

Respondent states that Complainant’s request was too vague and did not respond.

Violations:
HRS § 467-14(13); HRS §§ 514B-154.5(a)(12) and (14); HRS § 514B-154.5(c)

Sanctions:
Fine of $4,500.00

Representations by Respondent:
Respondent shall undertake to review, update, and implement current procedures, protocols, and training to address the allegations contained in the above paragraphs.
Uncontested Facts:
On December 23, 2020, RICO received a complaint alleging that Respondent failed to comply with the laws governing professional conduct of real estate brokers in the management of a property.

At all times relevant, Respondent was the property manager of the Walaka Maui Apartments ("Walaka"), located at 112 Walaka Street, Kihei, Hawaii 96740.

A resident of Walaka ("Complainant"), made a records request for copies of vendor invoices and documents outlined in six, broad categories of documents in accordance with HRS Chapter 514B.

Respondent included an executed Affidavit of Good Faith, as required by Walaka’s bylaws.

Respondent was required to provide a response in accordance with HRS Chapter 514B to Complainant on December 16, 2020.

On December 10, 2020, Respondent’s employee notified Complainant that work on the document request causes him to exceed the eight hours of administrative hours and now will need to pay $360.00 for the remaining work.

Complainant contested the charge on December 11, 2020 and did not remit payment. Respondent did not provide the documents by December 16, 2020.

Respondent stated they needed Board approval to provide several categories of documents.

Respondent did not request an extension of the thirty-day deadline. Respondent did not provide a written refusal to provide documents with an explanation to Complainant.

RICO alleges that Respondent failed to notify Complainant in writing at least ten days prior to incurring the reasonable costs of providing the information, namely the charge for administrative hours exceeding eight hours of the year 2020. The cost would be incurred on December 16, 2020, the date the documents were due. Respondent provided a six-day notice to Complainant.

RICO alleges that Respondent failed to deliver any documents outlined in Complainant’s request, due to Respondent’s failure to provide a ten-day notice prior to incurring costs, by the statutory deadline of December 16, 2020.

Violations:
HRS § 467-14(13); HRS §§ 514B-154.5(a)(10); (12); and (14); HRS § 514B-154.5(b)-(c)

Sanctions:
Fine of $3,000.00
Uncontested Facts:
On June 30, 2021, RICO received a complaint alleging that Respondent failed to comply with the laws governing professional conduct of real estate brokers in the management of a property.

RICO Allegations:
RICO alleges that, at all times relevant, Respondent was the property manager of the Villas at Kehalani (“Villas”), 49 Kokua Street, Wailuku, Hawaii 96793.

RICO alleges that a resident of the Villas (“Complainant”), made a records request for a copy of the Quam Properties management contract with the Villas on November 9, 2020 in accordance with HRS Chapter 514B.

RICO alleges that the Respondent failed to deliver documents to the Complainant within thirty days of Complainant’s November 9, 2020 request.

RICO alleges that the Complainant made a second request for a copy of the termite report created after the inspection of her apartment and a copy of the “HRS statute listing all/any emergency repairs for unit entry by Quam” on February 14, 2022 in accordance with HRS Chapter 514B.

Violations:
HRS § 467-14(13); HRS §§ 514B-154.5(a)(10); (12); and (14); HRS § 514B-154.5(c)

Sanction:
Fine of $1,500.00

Uncontested Facts:
At all relevant times herein, Respondent Cabral was affiliated with Respondent Day-Lum Rentals as principal broker.

RICO Allegations:
In or around 2013, a complaint was filed alleging the Respondents and their agents and affiliates mismanaged a vacation rental home located in Keaau, Hawaii.

In or around 2013, the owner of the vacation rental home sued the Respondents too, for the same or similar mismanagement concerns that had been raised in the RICO complaint.

Respondents have always disputed the allegations stated in the above paragraph, and they have cooperated fully with RICO’s investigation while simultaneously defending the owner’s lawsuit against them. Respondents also instituted, on their own initiative, measures designed to improve their property management practice.

The owner’s lawsuit lasted several years but did not result in any adverse judgment against the Respondents and was dismissed eventually by the Court.

Violations:
HRS § 467-1.6(a); HRS § 467-1.6(b)(1) – (b)(3), (b) (8); HRS §467-14(13)

Sanctions:
Fine of $500.00

Representation by Respondents:
Respondents deny the allegations in above paragraphs and they deny having violated any law set forth in said paragraphs, especially after having vigorously defended a civil lawsuit involving the same or similar allegations. Respondents have only agreed to enter into this Settlement Agreement as a compromise of any and all RICO claims, and to conserve on the expense of proceeding with an administrative hearing in this matter.

(cont. page 15)
Uncontested Facts:
At all relevant time, Respondent RAMSEY was designated as the principal broker for Respondent BRI.

RICO Allegations:
On or about October 1, 2018, Respondent BRI contracted with the June Leong Chun Revocable Living Trust (the “Trust”) to manage the property at 94-535 Kipou Street, Waipahu, HI 96797 (the “Property”) via that certain Property Management Agreement dated October 1, 2018.

Respondent BRI had previously managed the Property for the Trust’s predecessor-in-title, the Edward Chun Trust.

The Trust directed that Respondent BRI notify the Section 8 Rental Assistance Branch, Department of Community Services, City & County of Honolulu (“Section 8 Branch”) of the change of ownership to ensure that rental assistance payments under Section 8 of the Housing Act of 1937, 42 U.S.C. § 1437f were appropriately directed to the Trust.

Respondent BRI notified the Section 8 Branch of the change of ownership to the Trust on December 19, 2018. On February 11, 2019 the Section 8 Branch notified the Trust, care of Respondent BRI, that the change of ownership was effective March 2019.

From January through March of 2019, Respondent BRI received checks from Section 8 Branch in the name of the Trust’s predecessor-in-title, which Respondent BRI returned and requested that said checks be reissued in the name of the Trust.

From January through July of 2019, the Trust did not receive any rental proceeds from Respondent BRI, and the Trust made several attempts via phone, email, and mail to inquire as to the status of its account, including by not limited to a demand letter sent via certified mail on or about July 11, 2019, and an in-person visit to Respondent BRI’s office on July 29, 2019 where the Trust’s representative was informed that Respondent RAMSEY was not available.

Respondent RAMSEY has stated that documents relevant to the matters described herein are unavailable as the documents were inadvertently disposed of by an employee of Respondent BRI.

Violations:
HRS § 467-1.6(a); HRS § 467-1.6(b)(1); HRS § 467-1.6(b)(2); HRS § 467-1.6(b)(3); HRS § 467-14(7); HRS § 436B-19(17); HRS § 467-14(20); HAR § 16-99-4(a)

Sanction:
Fine of $4,000.00
Uncontested Facts:
At the time of the events alleged herein, Respondent PAKELE was licensed by the Commission as a real estate salesperson pursuant to license RS 70257, and Respondent PAKELE was under the direction and supervision of Respondent KBR.

On or about January 30, 2018, Respondent KBR’s former principal broker, William G. Boyle (real estate license no. RB 9334, forfeited December 31, 2018), reviewed the Rental Agreement as between the Landlords and “Tenants” for rental of the Property (hereinafter, the “First Rental Agreement”). The First Rental Agreement was executed by the Landlords and Tenants on or about January 30, 2018.

On or about June 28, 2019, one of the Tenants executed a second Rental Agreement (the “Second Rental Agreement”) drafted by Respondent MURRAY and reviewed by Ogorchok. After several follow up attempts by Respondent MURRAY the Second Rental Agreement was not signed by the second Tenant despite being named as a Tenant in the Second Rental Agreement. The Tenants continued paying the rent as stated in the First Rental Agreement to the Respondents and their rent was accepted without protest until the Respondents and Tenants began to dispute the essential and material terms of the First Rental Agreement and Second Rental Agreement.

In March 2020, a dispute between Respondents and Tenants began. The dispute escalated to an in-person meeting between Tenants and Respondents on March 3, 2020, where Tenants, Respondent MURRAY and Respondent PAKELE disputed essential and material terms of the First Rental Agreement that were not set forth in the First Rental Agreement as well whether the Second Rental Agreement had been executed fully.

Violations:
HRS § 436B-19(7); HRS § 436B-19(17); HRS § 467-14(13); HAR § 16-99-3(a); HAR § 16-99-3(f)

Sanctions:
Fine of $2,000.00

Representations by Respondent:
On or about August 15, 2011, Respondent accepted a nolo contendere plea for Driving Under the Influence of an Intoxicant (“DUI”). Respondent represents it was not her intention to submit a false statement in her initial application for her real estate salesperson’s license and she apologizes for her incorrect response. Respondent thought the August 15, 2011 DUI would have been annulled or expunged as she was advised the foregoing DUI would be off her record. Respondent has fully complied and completed all terms and conditions. Furthermore, Respondent represents that her August 2011 DUI case was heard before the Administrative Driver’s License Revocation Office (ADLRO) and her driver’s license was returned and not revoked.

Sanctions:
Fine of $1,000.00

WENDY M. WALKER
dba WENDY WALKER
RS 80913
Case No. REC 2021-264-L
Dated: 5/27/22

Uncontested Facts:
On or about August 15, 2011, Respondent accepted a nolo contendere plea for Driving Under the Influence of an Intoxicant (hereinafter “DUI”) in State v. Wendy Marie Walker, District Court of the Second Circuit under Case No. 2DTA-11-00152.

On Respondent’s initial application for her real estate salesperson’s license, which was dated on or about May 22, 2018, Respondent answered “no” to question 2 which 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?”

On Respondent’s renewal application for her real estate salesperson’s license, dated on or about December 30, 2020, Respondent answered “yes” to question 3 which asked, “In the past 2 years have you been convicted of a crime in which the conviction has not been annulled or expunged?”

On or about June 28, 2019, one of the Tenants executed a second Rental Agreement (the “Second Rental Agreement”) drafted by Respondent MURRAY and reviewed by Ogorchok. After several follow up attempts by Respondent MURRAY the Second Rental Agreement was not signed by the second Tenant despite being named as a Tenant in the Second Rental Agreement. The Tenants continued paying the rent as stated in the First Rental Agreement to the Respondents and their rent was accepted without protest until the Respondents and Tenants began to dispute the essential and material terms of the First Rental Agreement and Second Rental Agreement.

In March 2020, a dispute between Respondents and Tenants began. The dispute escalated to an in-person meeting between Tenants and Respondents on March 3, 2020, where Tenants, Respondent MURRAY and Respondent PAKELE disputed essential and material terms of the First Rental Agreement that were not set forth in the First Rental Agreement as well whether the Second Rental Agreement had been executed fully.

Violations:
HRS § 436B-19(2); HRS § 436B-19(5); HRS § 436B-19(12); HRS § 436B-19(14); HRS § 436B-19(17); HRS § 467-20

Sanctions:
Fine of $1,000.00

KAILUA BEACH REALTY LTD.;
YUKIE M.L. PAKELE; and
TIMOTHY MURRAY
RB 21760
RB 23270
RS 59289
Case No. REC 2020-191-L
Dated: 5/27/22

Uncontested Facts:
At the time of the events alleged herein, Respondent PAKELE was licensed by the Commission as a real estate salesperson pursuant to license RS 96734 (the “Property”), consisting of a single parcel of residential property with two residential apartments.

RICO Allegations:
Respondents represented the two “Landlords” for the purpose of renting the property located at 1422 Mokolea Drive, Kailua, Hawaii 96734 (the Property), consisting of a single parcel of residential property with two residential apartments.

On or about December 28, 2018 Respondent KBR, through its manager, Respondent MURRAY, appointed Robert T. Ogorchok (“Ogorchok”) as its principal broker. The parties intend to resolve any allegations and claims against Ogorchok separately.

Violations:
HRS § 436B-19(7); HRS § 436B-19(17); HRS § 467-14(13); HAR § 16-99-3(a); HAR § 16-99-3(f)

Sanctions:
Fine of $2,000.00
FINDING OF FACT:
On August 6, 2008, Respondent Ken Harris was licensed by the State of Hawaii, Real Estate Commission (“Commission”) as a real estate broker, License No. RB 19991. Said license expired on December 31, 2020.

On September 15, 2008, Respondent Harris Hawaii Realty Group LLC was licensed by the State of Hawaii, Real Estate Commission (“Commission”) as a real estate broker, License No. RB 20028. Said license expired on December 31, 2020.

Respondent Ken Harris was the sole principal or officer, and principal broker of Respondent Harris Hawaii Realty Group LLC.

On August 3, 2016, Respondent Ken Harris entered into a rental agreement with a Washington limited liability company, Hazelett Maui LLC, for Harris Hawaii Property Management Inc. to manage the property at 130 Kai Malina Parkway, Konea 213, in Honua Kai, Lahaina.

Respondent Ken Harris executed the rental agreement contract as the principal broker for Respondent Harris Hawaii Realty Group LLC.

Harris Hawaii Property Management Inc., a Hawaii corporation, has not held a Hawaii real estate broker’s license.

Hazelett Maui LLC’s manager, William J. Hazelett, executed the rental agreement contract for Hazelett Maui LLC.

Respondent Ken Harris and Respondent Harris Hawaii Realty Group LLC failed to remit rental proceeds as well as General Excise and Transient taxes and parking fees collected on behalf of Hazelett Maui LLC between January 1, 2019 and January 31, 2019. The amount that had been collected was $3,311.46.

The Declaration for William J. Hazelett states, in part, that in February 2019 Hazelett Maui LLC received an Owner Statement from Respondents regarding the rental of the property in January 2019, indicating that the amount owed to Hazelett Maui LLC totaled $3,311.46. This Declaration further states that Respondents’ office manager, Gloria Perreira, sent an e-mail to Mr. Hazelett stating the Respondents would be sending the January revenue. However, Mr. Hazelett has never received the $3,311.46 in revenue from the rental of the property in January 2019.

Respondent Ken Harris and Respondent Harris Hawaii Realty Group LLC failed to provide an accounting of moneys collected through the rental of the Kai Malina Parkway property to Hazelett Maui LLC.

Violations:
HRS §§ 467-14(7); (13) and (20); HRS §§ 436B-19(6); (7); (8) and (17)

Sanctions:
Respondents’ real estate brokers licenses, RB 19991 and RB 20028, be revoked.
Respondents be ordered to pay restitution to Hazelett Maui LLC in the amount of $3,311.46.
Fine of $4,000.00, jointly, and severally
**SONYA SONG TAKETA**  
RS 69564  
Case No. REC 2022-101-L  
Dated 6/24/22

**Uncontested Facts:**  
Respondent self-reported that she had been convicted of the offense of Operating a Vehicle Under the Influence of an Intoxicant (hereinafter “OVUII”), Hawaii Revised Statues in the District Court of the Third Circuit, State of Hawaii, on December 9, 2021, in case number 3DTA-21-02727.

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

**Sanctions:**  
Fine of $500.00

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**CONNIE FRIEDRICHs**  
RS 63040  
Case No. REC 2022-27-L  
Dated 6/24/22

**RICO Allegations:**  
On or about January 17, 2007, Respondent accepted a nolo contendere plea for Driving Under the Influence by Impairment (hereinafter “DUI”).

**Violations:**  
HRS §§ 436B-19(2); (5) and (12); HRS § 436B-19(14); HRS § 436B-19(17); HRS § 467-20

**Sanctions:**  
Fine of $750.00

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Farewell Diane!

At its June 24, 2022 meeting, the Real Estate Commission bid a fond farewell to the Real Estate Branch’s Senior Real Estate Specialist, Diane Choy Fujimura who retired on June 30, 2022. The road to retirement has been a long and industrious one for Diane. She joined the Department of Commerce and Consumer Affairs almost 40 years ago as an investigator with the Regulated Industries Complaints Office. She made the move to real estate on November 1, 2001.

In her position as the senior real estate specialist, Diane has played an integral role in the Real Estate Branch. In addition to the review of real estate licensing applications, Diane also reviews the applications of prospective continuing education providers, prelicense schools and continuing education courses. Diane is the editor of the quarterly Real Estate Bulletin and the commission’s education publication, School Files. She also coordinates the activities of the Commission’s Ad Hoc Committee on Education, which is responsible for developing the Commission’s core courses, as well as the Commission’s Instructor Development Workshops, a requirement for all real estate instructors.

Diane also supports other Department activities such as the Department’s blood drives to support the Blood Bank of Hawaii. It seems like everywhere you turn, Di is doing something or coordinating something in the Branch, the Division, the Department and quite possibly the entire state. On top of all that work, Di still finds time to polish her table tennis skills and join a community cause or two. If there is an injustice occurring anywhere in the state, you’ll probably find Diane at the front lines carrying the torch.

Diane’s departure, though well deserved, leaves a huge void in the Branch that will definitely be challenging to fill.
### Prelicense Schools

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<tr>
<td>Abe Lee Seminars</td>
<td>808-942-4472</td>
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<tr>
<td>American Dream Real Estate School, LLC</td>
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<td>Coldwell Banker Pacific Properties Real Estate</td>
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<td>Maui Real Estate Academy, LLC</td>
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<td>Mayfield Real Estate, Inc.</td>
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### Continuing Education Providers

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<td>At Your Pace Online, LLC</td>
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<td>The Berman Education Company, LLC</td>
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<td>Honolulu Board of Realtors</td>
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<td>International Association of Certified Home Inspectors (InterNACHI)</td>
<td>720-735-7125</td>
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<td>Kauai Board of Realtors</td>
<td>808-245-4049</td>
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<td>Luxury Home Council, Inc.</td>
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<td>WebCE Inc.</td>
<td>877-488-9308</td>
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<td>West Hawaii Association of Realtors</td>
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**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.
### 2022 Real Estate Commission Meeting Schedule

<table>
<thead>
<tr>
<th>Committee</th>
<th>Date</th>
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<tr>
<td>Laws &amp; Rules Review Committee – 9:00 a.m.</td>
<td>Friday, August 26, 2022</td>
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<tr>
<td>Condominium Review Committee – Upon adjournment of the Laws &amp; Rules Review Committee Meeting</td>
<td>Friday, September 23, 2022</td>
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<tr>
<td>Education Review Committee – Upon adjournment of the Condominium Review Committee Meeting</td>
<td>Friday, October 21, 2022</td>
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<td>Friday, November 18, 2022</td>
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<td>Friday, December 16, 2022</td>
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*Pursuant to ongoing COVID-19 complications, committee meetings for the foreseeable future are canceled. Any issues needing Commission approval will be reviewed at the regularly scheduled Commission meeting. Thank you for your understanding.

Meeting dates 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 (808) 586-2643 to confirm the dates and times 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.