

**OKLAHOMA REAL ESTATE COMMISSION
AGENDA – BUSINESS MEETING
OCTOBER 13, 2010
TULSA, OKLAHOMA**

AGENDA

I. OPENING OF BUSINESS MEETING

- A. Call to Order: 8:30 a.m.
- B. Approval of Minutes from the July 28th regular meeting
- C. Public Participation (Open Topic)
- D. The Commission May Vote to Approve, Disapprove or Take Other Action on any Item Listed on this Agenda

II. FORMAL ACTION – APPEALS/HEARINGS

A. APPLICANT APPEAL

NONE

B. CONSENT AGREEMENT

C-2008-083 – LADONNA DELYNNE PAYNE (BM) AND SOUTHWEST HOTEL LLC – MCALESTER (PRESLAR):

Violations by respondents:

1. Title 59 O.S. §858-312, Subsection 9, in that they failed to register and license Southwest Hotel LLC and committed acts outside the scope of a broker's supervision;
2. Title 59 O.S. §858-312, Subsections 14 and 21, in that they paid a commission or abetted in the payment of a commission to an unlicensed person;
3. Title 59 O.S. §858-356(A) and (B), in that they did not obtain written brokerage agreements and attach the purchase contracts, and did not maintain the transaction broker disclosure forms in the broker's file;
4. Title 59 O.S. §858-102, Subsection 2 and Rule 605:10-7-1, in that they acted as a broker and operated a broker's office without first being licensed to do so;
5. Rule 605-17-4 (14), in that they performed acts and business by intentionally acting as a broker when not licensed to do so;
6. Title 59 O.S. §858-312, Subsection 9 and Rule 605:10-11-1(a), in that they acted outside the scope of a sponsoring broker by obtaining sales contracts in their own name;
7. Title 59 O.S. §858-312, Subsections 2, 8 and 9 and Rule 605:10-17-4 (4), in that they submitted to the Commission a purported back dated listing agreement that had no property description and attached thereto a Transaction

Broker Disclosure form that was not in publication on the purported signing date, both in the name of an unlicensed entity, and

8. Title 59 O.S. §858-312, Subsection 9 and Rule 605:10-11-1(c), in that they disregarded the Rules of the Commission by being a partner of, employer or associate of and working with an unlicensed individual while performing licensable activities.

Consent: Respondents Ladonna D. Payne and Southwest Hotel LLC have consented to the revocation of Respondent Payne's broker license, but she will be issued a sales associate license upon completion of a six (6) month suspension and 3 (three) hours of continuing education (over and above the 21 hours required for renewal) on the subject of prohibited acts.

U-2008-014 – SOUTHWEST INVESTMENTS (UNLICENSED) AND RICHARD PAYNE, JR. (UNLICENSED) – MCALESTER (PRESLAR):

Violations by respondents:

Title 59 O.S. §858-102, Subsection 2, Title 59 O.S. §858-301 and Title 59 O.S. §858-401, in that they engaged in unlicensed activities and conducted real estate transactions requiring licensure with the State of Oklahoma.

Consent: Respondents Southwest Investments and Richard Payne, Jr. have consented to an assessment of a fine in the amount of Thirty-seven Thousand Dollars (\$37,000.00), with Thirty-two Thousand Dollars (\$32,000.00) suspended, pending his obtaining either a sales associate or broker license within ninety (90) days of the Commission's approval of this order. Payment of the Five Thousand Dollars (\$5,000.00) fine will be due within ninety (90) days of the receipt of Commission's approval of this order.

C-2009-004 – SOONER TRADITIONS REALTY LLC, BART HUNTER MILLER (BM) AND STEVEN DALE WARD (SA) – NORMAN (PRESLAR):

Violations by Respondent Bart Miller:

- 1) Title 59 O.S. §858-312, Subsections 8 and 9 and Rules 605:10-17-4(6), 605:10-9-1(a)(2) and 605:10-9-1(d), in that he allowed Steven Ward, his sales associate, to perform licensable activities without broker supervision and allowed Steven Ward to operate as a broker at his own office;

- 2) Title 59 O.S. §858-312, Subsections 8 and 9 and Rules 605:10-17-4(6) and 605:10-9-1(a)(2), in that he failed to maintain an office wherein the broker's books, records and files pertaining to real estate transactions of others are maintained, in that he permitted Steven Ward to retain transaction records in his own office after consummation of the transaction, and

- 3) Title 59 O.S. §858-312, Subsections 8 and 9 and Rules 605:10-17-4(9), in that he failed and refused to appear for a follow-up interview with the Oklahoma Real Estate Commission investigator.

Respondent Steven Ward is not a party to this Consent Agreement, and no evidence was presented against Respondent Sooner Traditions Realty LLC to indicate any violations of the Oklahoma Real Estate License Code and Rules.

Consent: Respondent Bart H. Miller has consented to an assessment of administrative fines totaling Two Thousand Five Hundred Dollars: \$1,000.00 for violation 1; \$1,000.00 for violation 2, and \$500.00 for violation 3, for a total of \$2,500.00. Payment of the fine shall be made within thirty (30) days of the receipt of Commission's approval of this order.

The case against Sooner Traditions Realty LLC will be closed, but the case against Steven D. Ward will be set for a Formal Hearing.

C-2009-094 – DOUGLAS DUKE THOMPSON (SA) – OKLAHOMA CITY (PRESLAR):

Violations by respondent:

- 1) Title 59 O.S. §858-312, Subsections 1 and 9, in that he may have made a materially false or fraudulent statement in an application for license, in that he stated therein that he had no criminal convictions, when in fact he had several criminal convictions, and
- 2) Title 59 O.S. §858-312, Subsections 9 and 15, in that he may be unworthy to act as a real estate licensee, in that he has been convicted of the criminal offense of Driving under the Influence (DUI) on three (3) occasions.

Consent: Respondent Thompson has consented to the assessment of an administrative fine in the amount of Five Hundred Dollars (\$500.00). Payment of the fine shall be made within thirty (30) days of the receipt of Commission's approval of this order.

C-2009-088 – EINSTEIN GROUP LLC, GWEN A. ARVESON (BM) – NORMAN, EINSTEIN GROUP (BO), JAMES MICHAEL CLARK (BB) – EDMOND, JORGE A. GAMBOA (SA) AND ROSINELY P. RUIZ (SA) – OKLAHOMA CITY (PRESLAR):

Violations by Respondent Jorge A. Gamboa:

Title 59 O.S. §858-312, Subsection 9 and Rule 605:10-17-3(a), in that he violated a Summary Suspension order dated October 14, 2009, which summarily suspended his sales associate license until further ordered by the Commission.

Consent: Respondent Jorge A. Gamboa has consented to a six (6) month suspension of his sales associate license, effective October 13, 2010, to run concurrent with the recommendations set forth by the Hearing Examiner under Oklahoma Real Estate Commission Case Number **C-2009-069**. Payment of the **Two Thousand Dollar** (\$2,000.00) fine will be made in monthly installments of Three Hundred Fifty Dollars (\$350.00), beginning November 15, 2010.

The case against the remaining respondents is still pending.

C-2009-095 – L. DWIGHT PAYNE (SA) – KETCHUM (PRESLAR):

Violations by respondent:

Title 59 O.S. §858-312, Subsections 1 and 9, in that he may have made a materially false or fraudulent statement in his application for a real estate license, in that he failed to disclose that he had been convicted of a crime.

Consent: Respondent Payne has consented to the assessment of an administrative fine in the amount of Five Hundred Dollars (\$500.00). Payment of the fine shall be made within thirty (30) days of the receipt of Commission's approval of this order.

C-2010-022 – BRETT DOUGLAS BOONE (SA) – OKLAHOMA CITY (PRESLAR):

Violations by respondent:

- 1) Title 59 O.S. §858-312, Subsection 8 and Rule 605:10-17-4(12), in that he applied acknowledgement signatures of consumers without their consent or knowledge, to a Residential Property Condition Disclosure statement, and
- 2) Title 59 O.S. §858-312, Subsection 23, in that he failed to obtain the purchasers' acknowledgement signature and date to a disclosure statement.

Consent: Respondent Boone has consented to the assessment of an administrative fine in the amount of One Thousand Five Hundred Dollars (\$1,500.00). Payment of the fine shall be made within thirty (30) days of the receipt of the Commission's approval of this order.

C-2010-037 – RANDOL G. DUNCAN (B) – PORUM (PRESLAR):

Violations by respondent:

Title 59 O.S. §858-312, in that he pleaded guilty and was convicted on December 10, 2009 for Aggravated Driving under the Influence (DUI) in McIntosh County, Oklahoma.

Consent: Respondent Duncan has consented to the assessment of an administrative fine in the amount of Five Hundred Dollars (\$500.00). Payment of the fine shall be made within thirty (30) days of the receipt of the Commission's approval of this order.

U-2008-018 – CUSA LLC (UNLICENSED) AND DEBORAH L. CANNON (UNLICENSED) – KENNESAW, GA (PRESLAR):

Violations by respondents:

Title 59 O.S. §858-102, Title 59 O.S. §858-301 and Title 59 O.S. §858-401, in that they may have conducted real estate transactions which require an active real estate license.

Consent: Respondents CUSA LLC and Deborah L. Cannon have consented to the assessment of an administrative fine in the amount of One Thousand Five Hundred Dollars (\$1,500.00). Payment of the fine shall be made within thirty (30) days of the receipt of the Commission's approval of this order.

U-2009-021 – GREEN RIVER MANAGEMENT INCORPORATED (UNLICENSED) AND RONNIE L. MOREHEAD (UNLICENSED) – ADA (PRESLAR):

Violations by respondents:

Title 59 O.S. §858-102, Subsection 2 and §858-401, in that they may have conducted real estate transactions which require an active real estate license.

Consent: Respondents Green River Management Incorporated and Ronnie L.

Morehead have consented to payment of an administrative fine of **Five Thousand Dollars** (\$5,000.00). The fine is to be paid out in equal payments of Five Hundred Dollars (\$500.00) per month for ten (10) months, or until the entire balance has been satisfied, whichever should occur first, and Respondent Ronnie Morehead will obtain an Oklahoma Real Estate sales associate license and work as a sales associate under the supervision of a licensed broker until he is able to obtain his broker license.

E-2009-002 – 360TRAINING.COM / DESPAIN SCHOOL OF REAL ESTATE & APPRAISAL – AUSTIN, TX (PRESLAR):

Violations by respondent:

- 1) Rule 605:10-5-1.1 (h) (3), in that they provided individuals course completion certificates that were not approved by the Commission, in that they issued several course completion certificates bearing the unapproved trade name “AgentCampus.com”;
- 2) Rule 605:10-5-2 (g) (4), in that they offered courses, and within five (5) days of the completion, failed to submit to the Commission on a form prescribed by the Commission, a list of the names and license numbers of those licensees who successfully completed the said offering, along with other information that may reasonably be required, in that they provided role sheets several courses after the five-day requirement, and
- 3) Rule 605:10-5-2 (g) (4), in that they failed to submit all documents, statements, and forms as may be reasonably required by the Commission, provided false and/or misleading advertising, and failed to comply with any portion of the code or Rules, as they taught courses that were unapproved and sent the Commission role sheets after the five day requirement.

Consent: That 360training.com / R. DeSpain School of Real Estate will be assessed an administrative fine of **Four Hundred Dollars** (\$400.00). As per Title 59 O.S. §858-402(4), said fine is to be paid within thirty (30) days of receipt of the Final Consent Order; failure to pay the fine within thirty (30) days of the Order will cause the fine to double; failure to pay the doubled fine within an additional thirty (30) days will cause the respondent’s approval to be automatically revoked.

C. HEARING EXAMINER REPORT

C-2008-073 – MIKE JONES REAL ESTATE COMPANY, PAULA J. GOODE (BM), CHRISTOPHER MICHAEL JONES (SA), PAMELA RENEE MUSGROVE (SA) – OKLAHOMA CITY; MIKE JONES REAL ESTATE COMPANY (BO) AND JOHN M. “MIKE” JONES (BB) – EDMOND (SOKOLOSKY): On July 1, 2010 the Hearing Examiner found no evidence to indicate a violation by the respondents of any provision of the Oklahoma Real Estate License Code.

Recommendation: That the case against Respondents Mike Jones Real Estate Company, Mike Jones Real Estate Company (BO), Paula Goode, Christopher Jones, Pamela Musgrove and John M. Jones be dismissed. *(An exception to the Hearing Examiner’s Proposed Findings of Fact, Conclusions of Law and*

Recommendations will be presented to the Commission during the presentation of this case.)

C-2009-021 – SUSAN C. PRYOR (SA) – TULSA (SOKOLOSKY): *on July 28, 2010 this case was submitted to the Commission for its approval. However, a decision was tabled pending a re-written report from the Hearing Examiner.*

On May 4, 2010 the Hearing Examiner found the respondent to be in violation of the following:

1) Title 59 O.S. §858-312, Subsection 15, in that she her conviction of the felony crime of Manslaughter in the First Degree in the District Court of Tulsa County, Oklahoma, demonstrates her unworthiness to act as a real estate licensee.

Recommendation: That the Oklahoma Real Estate sales associate license of Respondent Susan C. Pryor be revoked.

C-2009-069 – JORGE A. GAMBOA (SA) – OKLAHOMA CITY (DAY): On September 8, 2010, the Hearing Examiner found Respondent Jorge A. Gamboa to be in violation of the following:

Title 59 O.S. §858-312, Subsections 6, 8, 9, and 16 and Rules 605:10-13-2(1) and 605:10-17-4(12), in that he failed to turn over earnest money and transaction fees to his broker and converted those funds to his own personal use.

Recommendation: That the sales associate license of Jorge A. Gamboa is suspended for six (6) months, effective October 13, 2010, and that he is ordered to pay an administrative fine of Five Hundred Dollars (\$500.00) for each violation, for a total of **Two Thousand Dollars (\$2,000.00)**.

III. COMPLAINTS/INVESTIGATIONS

A. CASE EXAMINER REPORT / PRELIMINARY INVESTIGATION

C-2009-020 – TRACI LYNN PATMAN (SA) – OKLAHOMA CITY (SOKOLOSKY):

Possible violations by respondent:

1) Title 59 O.S. §858-312, Subsections 9, 15 and 19, in that on March 5, 2008, respondent entered a plea of Guilty to one (1) count of Embezzlement and three (3) counts of Making False Entry in Corporate Records, in Case Number CF-2006-6609, in the District Court of Oklahoma County;

2) Title 59 O.S. §858-312, Subsections 8 and 9, in that she may have failed and refused to appear for a follow-up interview with the Oklahoma Real Estate Commission investigator, and

3) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(9), in that she may have failed and refused to provide to the Commission an updated restitution balance as requested.

Recommendation: Set Formal Hearing

C-2009-053 – MCGRAW REALTORS INCORPORATED, C. VINSON REED (BM), MCGRAW REALTORS INCORPORATED (BO), JAY D. MENGER (BB) AND LAURA M. GRUNEWALD (SA) – TULSA (SOKOLOSKY):

Possible violations by Respondents McGraw Realtors Incorporated and C. Vinson Reed:

- 1) Title 59 O.S. §858-312, Subsections 8, 9 and 11 and Rule 605:10-17-4(12), in that they may have allowed the complainant's home sales information to be entered into the Greater Tulsa Association of Realtors (GTAR) MLS database without the complainant's consent, and
- 2) Title 59 O.S. §858-353(A,1), in that they may have failed to obtain the consent of the complainant prior to inputting the sales data of his home into the MLS.

Possible violations by Respondents McGraw Realtors (BO) and Jay D. Menger:

- 1) Title 59 O.S. §858-312, Subsections 8, 9 and 11 and Rule 605:10-17-4(12), in that they may have allowed the complainant's home sales information to be entered into the Greater Tulsa Association of Realtors (GTAR) MLS database without the complainant's consent, and
- 2) Title 59 O.S. §858-353(A,1), in that they may have failed to obtain the consent of the complainant prior to inputting the sales data of his home into the MLS.

Possible violations by Respondent Laura Grunewald:

- 1) Title 59 O.S. §858-312, Subsections 8, 9 and 11 and Rule 605:10-17-4(12), in that she may have entered the complainant's home sales information to be entered into the Greater Tulsa Association of Realtors (GTAR) MLS database without the complainant's consent and without first seeking supervision from her broker.

Recommendation: Set Formal Hearing

C-2009-072 – GWENDOLYN TRACEY REAGAN (SA) – PARK HILL (SOKOLOSKY):

Possible violations by respondent:

- 1) Title 59 O.S. §858-312, Subsections 1 and 9, in that she may have made a materially false or fraudulent statement on an application for license in that she indicated on her 2009 renewal application that she had not been convicted of a crime, and
- 2) Title 59 O.S. §858-312, Subsections 9 and 15, in that she may be unworthy to act as a real estate licensee in that she has repeated convictions for Driving under the Influence (DUI) and Driving While under Suspension.

Recommendation: Set Formal Hearing

C-2009-090 – ABW EDMOND INCORPORATED, SUSAN KESSLER MILLER (BM) AND MELANIE D. BERRY (SA) – EDMOND (SOKOLOSKY):

Possible violations by Respondents ABW Edmond Incorporate and Susan Kessler Miller:

May have failed to properly supervise the activities of Respondent Melanie D. Berry in that they a) failed to ensure that she provided a disclosure of her beneficial

interest in Rystin Homes Incorporated; b) failed to ensure that Respondent Berry informed the complainants at the time that the contract was executed that they would be expected to pay certain closing costs, and c) failed to ensure that Respondent Berry properly prepared the real estate purchase contract to correctly designate the intended purpose and disposition of the \$74,600.00 deposited by complainants.

Possible violations by Respondent Melanie D. Berry:

- 1) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-15-1(a), in that she may have failed to disclose in writing to all parties to the transaction her beneficial interest in Rystin Homes Incorporated;
- 2) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(8), in that she may have failed to provide to the complainants a statement of expected closing costs based upon the documented sales price of the property being constructed by Rystin Homes Incorporated, and
- 3) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(12), in that she may have failed to properly prepare the purchase contract to correctly designate the intended purpose and disposition of the \$74,600.00 deposited by the complainants.

Recommendation: Set Formal Hearing

C-2010-015 – TAMITHA LYNN POWELL (SA) – COPAN (SOKOLOSKY):

Possible violations by respondent:

- 1) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(12), in that she may have written checks on real estate trust and operating accounts belonging to Donna Barclay and/or RE/MAX of Bartlesville, and converted said funds to her personal use, and
- 2) Title 59 O.S. §858-312, Subsections 2, 8 and 9, in that she may have stated that she performed certain cleaning services on behalf of her sponsoring broker, requested payment for and accepted payment for such services from her sponsoring broker, which services were not actually performed.

Recommendation: Set Formal Hearing

C-2009-013 – MARK V REALTY & INVESTMENTS INCORPORATED, DAVID DEAN WEBB (BM) AND KIRSTEN ELIZABETH IRELAND (SA) – EDMOND (KISNER):

Possible violations by Respondents Mark V Realty & Investments Incorporated and David D. Webb:

- 1) Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(6), in that they may have failed to properly supervise the activities of Respondent Kirsten E. Ireland, in that they failed to ensure that she referenced her broker in a classified newspaper advertisement, and failed to ensure that Respondent Ireland registered her name change with the Commission in 2005.

Possible violations by Respondent Kirsten E. Ireland:

- 1) Title 59 O.S. §858-312, Subsections 9 and 15, in that she may be unworthy to act as a real estate licensee, in that on February 29, 2004, she entered a plea of Guilty to a misdemeanor charge of Engaging in Reckless Conduct While Possessing

a Firearm, in Case Number CM-2003-4447 in the District Court of Oklahoma County, Oklahoma;

2) Title 59 O.S. §858-312, Subsections 1 and 9, in that she may have made a materially false or fraudulent statement on an application, in that she stated on her 2004 and 2007 license renewal applications that she had no criminal convictions;

3) Title 59 O.S. §858-312, Subsection 9 and Rule 605:10-9-4(b)(1)(3), in that she may have advertised a home for rent in a classified newspaper advertisement under her name, with no reference to her sponsoring broker, and

4) Title 59 O.S. §858-312, Subsection 9 and Rule 605:10-7-5, in that she may have failed to file a name change with the Commission until May 2009, although she married in 2005 and began using her married name at that time.

Recommendation: Set Formal Hearing

C-2009-029 – DAVID M. LEGRAND (B) – PIEDMONT (KISNER):

Possible violations by respondent:

1) Title 59 O.S. §858-312, Subsections 9 and 15, in that he may be unworthy to act as a real estate licensee in that on June 4, 2001 he entered a plea of Guilty to the charge of Domestic Abuse in Case Number CM-2000-1457, in the District Court of Oklahoma County, Oklahoma, and

2) Title 59 O.S. §858-312, Subsections 1, 8 and 9, in that he may have made materially false or fraudulent statements in his application for license in that his 2003 and 2006 renewal applications indicate that he had no criminal convictions nor any pending charges.

Recommendation: Set Formal Hearing

C-2009-079 – GARY S. WITTY (B) – TULSA (KISNER):

Possible violations by respondent:

1) Title 59 O.S. §858-301 and Title 59 O.S. §858-312, Subsection 9, in that he may have acted as a real estate licensee, or held himself out as such, without being properly licensed, in that he solicited listings of places for rent or lease, solicited for prospective tenants, rented or leased real estate and advertised or held himself out as engaged in such activities in exchange for a fee, commission, or other valuable consideration, or with the intention or expectation of receiving or collecting a fee, commission or other valuable consideration, at a time when his license was on inactive status.

Recommendation: Set Formal Hearing

C-2009-091 – MELANIE GAIL DISMUKE (SA) – OKLAHOMA CITY (KISNER):

Possible violations by respondent:

1) Title 59 O.S. §858-312, Subsections 9 and 15, in that she may be unworthy to act as a real estate licensee in that she has repeated convictions as follows:

- a. On October 19, 2006, she entered a plea of Guilty to the charge of Driving Under the Influence (DUI) in Case Number CM-2006-032, District Court of

Oklahoma County, Oklahoma;

b. On November 14, 2007, entered a plea of Guilty to Driving Under the Influence (DUI) and Driving While Privilege Revoked, in Case Number CM-2007-231, District Court of Oklahoma County, Oklahoma;

c. On November 7, 2008, entered a plea of "Nolo Contendere" to Driving Under the Influence (DUI) in Case Number CM-2008-118, District Court of Lincoln County, Oklahoma, and

d. On August 28, 2009, entered a plea of Guilty to Driving Under the Influence and Driving While Privilege Revoked in Case Number CF-2008-5613, District Court of Oklahoma County, Oklahoma.

2) Title 59 O.S. §858-312, Subsections 1, 8 and 9, in that she made a materially false or fraudulent statement in her application for license in that her 2005 Provisional Sales Associate application, as well as her 2006 renewal application indicated that she had no criminal convictions nor any pending charges.

Recommendation: Set Formal Hearing

B. INVESTIGATOR REPORT

C-2009-009 – ROLLINS REALTY COMPANY LLC, JACQUELYN DELL ROLLINS (BM) AND JACQUELINE DENISE OLLISON (SA) – SPENCER (BAKER): The complainant alleges Respondent Ollison did not conduct business in a professional manner. The complainant alleges Respondent Ollison allowed a person to move into her home without collecting a security deposit or having a signed lease and that Respondent Ollison agreed to pay \$1000 to help correct the situation. The complainant alleges no one communicated with her and she depended on the respondents to help her since she was living out of state.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-023 – METRO FIRST REALTY LLC, MAURICE L. SHEPHERD (BM) AND PAULA JOAN THURMAN (SA) – OKLAHOMA CITY (BAKER): The complainant stated he listed property at 75 Old Village Way in Edmond, Oklahoma, with the respondents. The complainant alleged the property was not secured and left unlocked on several occasions. The complainant alleged on February 1, 2009 an open house was held at the property and a refrigerator was stolen from the home when the associate did not lock the property after the open house. It is alleged the theft occurred between February 1, and February 8, 2009.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-026 – SIGNATURE REALTY LLC, MICHELLE E. MAULDIN (BM) AND ALAN LESLIE MAULDIN (BA) – EDMOND (BAKER): The complainant alleges he was charged for service fees regarding maintenance to the property, specifically a pilot light that needed to be lit. The complainant alleges he should not have been charged for the maintenance call based upon the lease agreement he signed with Hebard Properties. The respondents took over the property management duties from Hebard Properties in the middle of the lease term.

The complainant alleges he spoke with Respondent Alan Mauldin regarding who would be charged for the service call but did not get a clear answer. When the serviceman arrived, the complainant sent the serviceman away because he was not sure if he would be charged for the service call. The complainant received a return call from Respondent Alan Mauldin, who was upset because he had found a serviceman to come out on a Sunday morning and now had to have the serviceman come back a second time. The complainant alleges Respondent Alan Mauldin treated him unprofessionally.

The complainant also alleges he was charged \$100 for rent that was paid late but the rent was never paid late. He stated his roommate decided to pay the \$100.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-031 – GLOBAL REALTY INCORPORATED, LINDA E. SCHMIDT (BM) AND ROSETTA F. HEPPEL (SA) – STILLWATER (BAKER): The complainant alleged that Respondent Heppel quoted the square footage of the property to be 1,638 square feet and he took that measurement to be correct. The complainant stated he received the appraisal report that showed the square footage of the house to be 1,493 square feet. He stated he immediately notified Respondent Heppel he would not pay the agreed upon purchase price for the property because the house was smaller than he believed it was. He stated he was backing out of the contract based on the inspection and appraisal of the property. He stated that he had no control over the events leading up to the loan approval and appraisal, but he received an invoice billing him for closing costs when the property never went to closing.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-037 – LEADER GROUP REALTY LLC, KRISTY RENAY BALCH (BM) AND STACEY DAWN ALLEN (SA) – MCALESTER (BAKER): The complainant stated that when signing her listing agreement she was told she would be contacted by Leader Group Realty on a weekly basis and she was not. The complainant alleged Respondent Balch refused to take a counter offer to a potential buyer. The complainant stated the house was not shown after the offer was signed and she did not have the opportunity to receive back up offers.

The complainant alleged a former renter of the property was given permission by Respondent Allen to enter the home without notifying the complainant, and on two other occasions the complainant found the back door of the home unlocked and lights on throughout the house. The complainant alleged her sister was at the home when the prospective buyer came to the property with a key to the home provided by the respondents.

The complainant stated four closings were scheduled and three were cancelled. She alleged on at least one occasion she did not sign an extension agreement to extend the contract. The complainant stated Respondent Balch left the closing on March 18, 2009, before the transaction was completed.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-050 – GREEN COUNTRY REAL ESTATE INV. INCORPORATED, TOMMY R. GOODMAN (BM), LORENE ANN ARBUCKLE (SA) AND WILLIAM RICHARD PITTMAN (SA) – TULSA (BAKER): The complainants alleged they were told the property they were shown by Respondent Arbuckle was going to be their house after they signed an offer and had inspections done. They stated they were told again the house was going to be theirs, to start packing and that Respondent Pittman was the broker who approved the loan for them. The complainants stated they were continually told everything was going okay, the home was theirs and then everyone stopped contacting them. The complainants stated they were told they lost the home purchase but not why.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-058 – EINSTEIN GROUP LLC, GWEN A. ARVESON (BM) – NORMAN; EINSTEIN GROUP LLC (BO), KATHLEEN MICHELLE FORREST (BB) AND GINA LOUISE GELSO-THOMPSON (SA) – EDMOND (BAKER): The complainant stated he hired Respondent Forrest to sell his investment property. He stated Respondent Gelso was introduced to him as an employee of Metro Brokers when she presented an offer and explained repairs the buyer wanted completed. The complainant stated Respondent Gelso was working on behalf of the buyer as the buyer's agent. He alleges this is a conflict of interest and he does not believe this is acceptable. The complainant stated he was told by Respondent Forrest he should meet with the buyer at the home to discuss how the repairs should be corrected. The complainant stated Respondent Forrest should have met with the buyer not himself.

The complainant stated prior to closing the buyer's mortgage company discovered the home was in a flood zone. He stated neither he nor Respondent Forrest had any idea the home was in a flood zone. He alleged Respondent Forrest failed to check data on the flood zone.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-077 – SELECT MANAGEMENT GROUP LLC AND SAMUEL A. RADER (BM) – TULSA; SELECT MANAGEMENT GROUP LLC (BO), LARRY D. STARBUCK (B) AND MARLA K. DAHL (B) – YUKON (BAKER): The complainant received an offer from the respondent's buyer. He presented a counter offer, and the counter offer was accepted by the buyer. The complainant believes the time reference date for inspections began on August 11, 2009. The counter offer contained the following term "Appraisal to be done prior to inspections." On August 24, 2009, six days before closing, the complainant stated he received an estimate from Les Gomez Pool Construction showing an \$18,950 cost to replace and repair the pool and a notice that the buyer would accept a renegotiation of the sales price if repairs to the pool were not made. The complainant alleged this inspection was done outside the ten day inspection period. The complainant alleged Respondent Dahl had a personal association with the pool inspector. The complainant alleged Respondent Dahl advised the buyer to make a last minute counter offer on a questionable estimate so the buyer could back out of the deal.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case with a letter of caution to Respondents Dahl and Starbuck to more clearly define all terms of a contract in an effort to reduce confusion between the parties.

UC-2008-009 – AMERICAN AUCTION (UNLICENSED), TED AYNES (UNLICENSED), ANN METHENY (BP) AND KARLA M. KALKA (SA) – CHANDLER (BAKER): *This case was originally presented before the Commission on July 28, 2010, but was ordered returned for further investigation and additional information.*

The buyer and seller in this transaction were both represented by licensees. The buyer was represented by the complainant the broker of Realty 1. Respondents Metheny and Kalka represented the seller.

The subject property is located near Oklahoma City University (OCU). OCU had previously attempted to purchase the property but the owner would not sell. The respondents were told by the sellers they did not want to sell the property to OCU.

Respondent Aynes of American Auction was hired by the sellers to sell the machinery on the property. Respondent Aynes received calls about the sale of the property and directed the callers to Respondent Kalka. Respondent Kalka received a call from Josh Barnett of Realty 1 regarding the property. She told Mr. Barnett she was not interested in splitting the commission since she was only working for 3% but if he had a buyer she would consider splitting the commission. Respondent Kalka specifically asked Mr. Barnett if the buyer was OCU and he said the buyer was not OCU but the offer was for the full asking amount.

When Respondent Kalka received the offer from Mr. Barnett she discovered the buyer was OCU. Respondent Kalka decided no commission would be split with Mr. Barnett because he provided her with false information. An agreement was signed by Respondent Kalka and Mr. Barnett that no commission would be paid to Realty 1 or Josh Barnett and any compensation paid to them would be from the buyer. The complainant stated in his interview he was upset the commission was taken away from him.

The title company called Respondent Kalka regarding the closing and how they wanted the payments cut. Respondent Metheny directed Respondent Kalka to inform the title company that two separate checks were to be cut; one to Lincoln County Real Estate and one to American Auction. Respondent Kalka did not tell the title company the funds to American Auction were to be paid as a commission. The designation of funds paid to American Auction as commission was done by the title company. The title company assumed the funds paid to American Auction were a commission because of the reference made to American Auction in the Listing Agreement.

Upon further review of the allegations, there was no conclusive evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents. The original recommendation stands.

Recommendation: Close case.

C-2009-032 – DOYLE G. STEFFEN (BP) – BLACKWELL (DANLEY): The complainant alleged the respondent failed to present an offer he made on a commercial building located in Blackwell, Oklahoma, but instead presented a subsequent offer made by another party, which was accepted.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondent.

Recommendation: Close case.

C-2009-070 – GREEN MEADOW REALTY INCORPORATED, LINDA A. McELROY (B) – OKLAHOMA CITY; GREEN MEADOW REALTY INCORPORATED (BO), CASEY LEE COOK (BB) AND TINA LOUISE FORD (BA) – MIDWEST CITY (DANLEY): The complainant alleged that Respondent Tina Ford was the listing agent for a property located in Shawnee, Oklahoma with an asking price of \$115,000. The complainant and her husband made a full price offer on February 6, 2009, which was rejected. Respondent Ford countered with a price of \$135,000 which the complainant was unwilling to pay.

Approximately six months later the complainant discovered that Respondent Ford had sold the home to another party. The complainant alleged that Respondent Ford failed to communicate with her and her agent, which caused them to lose the sale of the property.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-078 – **THE WORX COMPANY LLC, JOHNNY RAY SPENCE (BM) AND MINA L. SPENCE (SA) – EDMOND (DANLEY)**: The complainant alleged Respondent Mina Spence divulged confidential information to her ex-husband, Chad Watson who was not a party to the transaction. The complainant informed Respondent Spence that all communication regarding the subject property should go through her, as Mr. Watson was not on title to the property, nor was he a signor on the listing agreement. The complainant also alleged Respondent Mina Spence communicated information to Mr. Watson's wife, Krista Watson, and his Attorney, Greg Mitchell.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-081 – **ALLIANCE REAL ESTATE GROUP INCORPORATED, REGINA M. YAGER (BM) – OKLAHOMA CITY; ALLIANCE REAL ESTATE GROUP INCORPORATED, CAROL STEPHENS (BB) AND ELODIA HAGLER (BA) – EDMOND (DANLEY)**: The complainants stated they bought the home located at 10452 Hollyhead Way in Yukon, Oklahoma on July 31, 2007, which was listed by the respondents. They alleged the property was advertised to have 1373 square feet, but they learned subsequent to their purchase that the property actually only had 1291 square feet. The complainants allege they were overcharged for the property by \$6330.00, and now that they have tried to sell the property, they are forced to do so at a loss.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case with a letter of caution to Respondents Alliance Real Estate Group Incorporated, Regina Yager and Carol Stephens for failing to ensure that all written responses are filed as required.

C-2009-087 – **SELECT MANAGEMENT GROUP LLC, SAMUEL A. RADER (BM) – TULSA; SELECT MANAGEMENT GROUP LLC (BO), RONALD P. SUMNER (BB) AND JERRI SUE MCNAIR (SA) – BROKEN ARROW (DANLEY)**: The complainant alleged Respondent Jerri McNair provided him with the appraisal report during the final walk-thru, only one hour before closing. He alleges the appraisal was arranged and delayed intentionally by Respondent McNair, and that he was overcharged for the property, as the square footage listed was 3720 square feet, but the appraisal report indicated 3371 square feet.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-092 – **ABW TULSA INCORPORATED, KYRA C. BELL (BM) AND MIRIAM J. TOVAR (SA) – TULSA (DANLEY)**: The complainant alleged Respondent Tovar scheduled a showing at his home and left his home unsecured afterward.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2010-014 – ALLAN E. ARNOLD (SA) – NICHOLS HILLS (DANLEY): The Investigations Department received information indicating Respondent Arnold had failed to include his broker's identification in advertising, and his broker released Respondent Arnold's license. On November 30, 2009 Mr. Arnold was advised to remove his real estate website as his license was on inactive status. No response was received.

On December 18, 2009 Mr. Arnold was sent another letter concerning his website by certified mail. This request was returned to the Commission marked "Return to Sender Attempted – Not Known Unable to Forward."

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondent.

Recommendation: Close case.

C-2010-023 – GREEN MEADOW REALTY INCORPORATED, CASEY LEE COOK (BM), METRO FIRST REALTY LLC, MAURICE L. SHEPHERD (BM) AND CHERRY RUSSELL (SA) – OKLAHOMA CITY (DANLEY): The complainant alleged she hired Respondents Green Meadow Realty Inc. and Cherry Russell to list her home, and Respondent Russell came to the listing appointment with her husband, who is unlicensed. The complainant also alleged Respondent Russell advertised her home with minimal effort and exposure; she acted unprofessionally, and threatened her for being cut out of a commission.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2007-001 – WRIGHT & ASSOCIATES REALTY INCORPORATED AND DEWEY WRIGHT JR. (BM) – SEMINOLE (KUEFFLER): The complainant stated that he was doing business and a guarantor of Easthoma Builders LLC. The complainant stated in his written complaint that he had been partners with Larry Jernigan in Easthoma Builders LLC and that a bid had been made to build two homes in Seminole for the respondent. The complainant stated he was not advised the properties had ultimately sold and failed to receive his portion of the compensation for the building of the homes.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-030 – ABWS TULSA INCORPORATED, SUSAN J. BEACH (BM) AND PAULA JEAN BRAY (SA) – TULSA (KUEFFLER): The complainant alleged that Respondent Paula Bray failed to complete a contract according to the offer the complainant made. She stated that Respondent Bray omitted certain language within the contract and as a result of this omission the complainant was required to pay an additional \$1300 in order to close the transaction.

The complainant stated that because she was not willing to pay that amount the contract failed to close which resulted in her not being able to purchase the home.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-054 – LEEANN DAIS (BP) AND TAMLA SUE BOXLEY (BP) – GUTHRIE (KUEFFLER): The complainant stated she hired Respondent Boxley to sell her property in Crescent, Oklahoma. She stated that an offer was submitted and she accepted the offer. The complainant stated that Respondent Boxley allowed the potential purchasers to gain access to the complainant's property without her permission and also allowed them to store personal belongings in a shed that was located on the property. The complainant also stated the purchasers began painting inside the home without her permission.

Additional correspondence was received from the complainant approximately two months after the initial complaint was filed. She stated she was moving back to the subject property and was concerned about the earnest money deposit, in that she doesn't believe the purchasers should have received the refund of the earnest money.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-063 – OKLAHOMA HILLS REAL ESTATE INCORPORATED, BRENDA S. COURTNEY (BM) AND NANCY J. SHILLING (SA) – MADILL (KUEFFLER): The complainant stated that she became involved in a dispute over property lines with Respondent Nancy Shilling. The complainant stated Respondent Shilling began interfering with the sale of her property by interrupting a showing to a prospective purchaser to point out the disputed property lines.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-066 – ALL-PRO REALTY INCORPORATED AND MARY L. BERRY (BM) – OKLAHOMA CITY (KUEFFLER): The complainants stated they purchased property through the respondents that was a Fannie Mae repossessed property. They stated

there was a dispute over one and a quarter acres of a ten acre tract. They stated that they had not received the proper documentation verifying that they have full ownership of the entire ten acres.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2009-085 – CARBIN REALTY LLC AND CARL BERNICE CARBIN (BM) – OKLAHOMA CITY (KUEFFLER): The complainant alleged that Respondent Carl Carbin refused to accept an offer and reduce it to writing.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2010-010 – FIRST SOURCE REAL ESTATE INCORPORATED, MICHAEL L. BIDDINGER (BM) AND LISA ANN FRANKLIN (SA) – OKLAHOMA CITY (KUEFFLER): The complainant stated he purchased property that had certain material defects that he was not made aware of. He stated the property was originally listed by the respondent, however, at the time he submitted his offer to purchase the seller advised him the property was no longer listed by the respondent. He stated that some time after the execution of the contract and before the closing the seller advised him that due to a disagreement between the seller and respondents the seller had agreed to pay \$11,000 of real estate commissions to the respondent and that the seller needed to renegotiate the sales price of the home.

The complainant stated he contacted Respondent Michael Biddinger and was told that the commission must be paid or he would kill the transaction. The complainant stated he feels that if the respondents were paid a commission they should be held accountable for the lack of disclosure of the material defects with the property.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

C-2010-018 – REAL ESTATE SALES PROFESSIONALS INCORPORATED, W.A. (LON) PARKS, JR. (BM), BARRY T. EZERSKI (BA) AND PAMELA L. MARION (BA) – LAWTON (KUEFFLER): The complainant stated that she was selling property located in Lawton, Oklahoma wherein the respondents were representing the purchaser. The complainant stated she was contacted after a contract was established by the respondents on behalf of the buyer and requested to vacate the property much earlier than originally agreed.

She felt this was unprofessional of the respondents and that she suffered a financial loss due to their unprofessional manner.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

E-2009-001 – MCKISSOCK INCORPORATED, RICHARD MCKISSOCK AND ALAN SIMMONS – WARREN, PA (KUEFFLER): Information was submitted by the Education Department indicating the respondents had submitted two rosters for continuing education courses that had been completed more than five days prior to their receipt. Two previous occasions had also been documented as being submitted past the five day requirement, May 29, 2008 and June 3, 2008.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

U-2009-025 – RANDY MCMILLIAN (UNLICENSED) – OKLAHOMA CITY (KUEFFLER): Information was received indicating that Respondent McMillian was providing property management services for Santa Fe Square Complex without possessing an Oklahoma real estate license.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondent.

Recommendation: Close case.

U-2010-004 – MARK X REAL ESTATE (UNLICENSED), RYAN WESTER (UNLICENSED), JONAH PHELPS (UNLICENSED) AND COURTNEY E. WRIGHT (UNLICENSED) – DALLAS, TX (KUEFFLER): The Commission received information indicating Mark X Real Estate, Ryan Wester, Jonah Phelps and Courtney Wright appeared to be marketing property within the State of Oklahoma without an Oklahoma real estate license. Listings for Oklahoma properties were found on their website (markxrealestate.com) for new homes located in Edmond, Mustang and Oklahoma City.

After review of the allegations, there was no evidence received to indicate a violation of the Oklahoma Real Estate License Code and Rules that would sustain a complaint against the respondents.

Recommendation: Close case.

IV. GENERAL BUSINESS

1. Status of the Uniform Electronic Transaction Act (UETA)
2. Update on status of the enforcement of unpaid fines owed to the Oklahoma Real Estate Commission (OREC)
 - a. Discussion of possible 2011 Legislation which would grant the OREC additional authority to collect on unpaid fines

3. Presentation by Senior Investigator Sherry Kueffler regarding real estate-related information gathered during her attendance at the ARELLO Investigator Workshop
4. Discussion regarding ARELLO and its adoption of law for Inter-jurisdictional Cooperation in Commercial Transactions:

ARELLO® Adopts Sample Law for Inter-jurisdictional Cooperation in Commercial Transactions

The ARELLO® Board of Directors has adopted a sample law/rule for commercial transaction cooperation between real licensees in different jurisdictions. The model was developed by ARELLO's Licensing Platform Task Force, under the leadership of 2009 ARELLO® President and taskforce Chair Anne Woody. The charge of the task force was to examine options for expanding license recognition across jurisdictional lines. The sample law was adopted by the Board of Directors on September 18th, during ARELLO's Annual Conference in Anchorage, Alaska.

The sample law is provided in template form and contemplates a license exception for a commercial real estate broker who is actively licensed in a jurisdiction but desires to practice commercial real estate in another jurisdiction without obtaining a license, thus allowing a resident broker of a jurisdiction to cooperate, supervise and oversee the transaction for the sole purpose of public protection.

The model presents options under which jurisdictions may choose to regulate commercial activity by either allowing for broker cooperation/supervision or outright licensing. The sample law begins by stating in general terms that cooperative compensation arrangements are allowed between active licensees residing in different jurisdictions, provided that each licensee conducts licensed real estate activities only in the jurisdiction in which they are licensed.

If, however, an active licensed broker desires to practice *commercial real estate* activities in another jurisdiction without obtaining a license, that broker must enter into a written cooperative agreement with the licensed broker in the subject jurisdiction. This option contemplates an application process that includes, among other things, filing the cooperative agreement, acknowledging the laws and disciplinary processes of the subject jurisdiction and supervision and control by the broker licensed in the subject jurisdiction.

In the second option, if the active licensed broker wishes to obtain licensure in the subject jurisdiction, qualification may be obtained through proof of equivalent education and experience, evidence of good standing, proof of a specified national or international designation(s) in lieu of being subject to the jurisdiction's specific exam or course, and other criteria that may be required by the jurisdiction.

"Commercial real estate" is defined in the sample law as "...any parcel of real estate other than containing one to four residential units." "Commercial real estate" does not include a single-family residential lot or single-family residential units such as condominiums, townhouses, manufactured homes, or homes in a subdivision when sold, leased, or otherwise conveyed on a unit-

by-unit basis, even when those units are part of a larger building or parcel of real estate, unless the property is sold or leased for a commercial purpose.

Many ARELLO® jurisdictions provide reciprocity regardless of the type of transaction involved. The sample law/rule is presented in a template form that acknowledges the varying requirements among jurisdictions relating to license reciprocity, cooperation and exceptions. The document is available through [ARELLO's Online Resource Library](#). Please enter the keyword "reciprocity".

5. Update on status of lawsuit involving Jerry R. Fent v. State of Oklahoma (Oklahoma Accountancy Board)
6. Consideration of items to be discussed at the next Commission Meeting

V. FINANCIAL AND FISCAL

1. Final Financial Reconciliation report for FY 2010
2. Budget Request for 2012 – 2014
3. Budget vs. Actual through August 2011

VI. EDUCATION

Report from the Education and Licensing Program Director

VII. INDUSTRY UPDATES

1. Report from Broker Relationships Act (BRA) Task Force
2. Report from Contract Committee
3. Report from Errors & Omissions (E&O) Task Force

VIII. PERSONNEL

No Action

IX. NEW BUSINESS

Any new business not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda

X. ACTION ON NEXT MEETING DATE

Next regular meeting scheduled for: November 10, 2010 (Oklahoma City)

XI. ADJOURNMENT