

**OKLAHOMA REAL ESTATE COMMISSION  
AGENDA - BUSINESS MEETING  
January 11, 2006**

**PRELIMINARY AGENDA**

**I. OPENING OF BUSINESS MEETING**

- A. Call to Order – 8:30 a.m.
- B. Approval of Minutes from the November 9, 2005 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/CONSENTS**

**A. APPLICANT APPEALS**

**A-2004-06** – **Kendall Kleet Kottke** (SA) – Guymon (Kisner). Mr. Kottke's reinstatement application was administratively denied due to the fact that he pled guilty, under case **CF-2003-217**, to the charge of Driving Under the Influence/Felony, Count-1; and Reckless Driving/Misdemeanor, Count-2. Mr. Kottke appealed the administrative decision July 14, 2004, and the matter was Ordered held in abeyance until the courts had made a decision. Mr. Kottke has been sentenced to five (5) years incarceration, suspended; placed on probation for 18 months, and fined \$1,100 plus court costs on Count-1, Count 2 was dismissed.

Mr. Kottke is on probation until July 2006, and has a balance on his fines/costs of \$1,786.50.

Further, under case CM-2000-06, Mr. Kottke pled guilty to Driving Under the Influence and received a one (1) year deferred sentence, and was fined \$250 plus court costs/fees. All requirements were completed.

**A-2005-71** – **Christopher Thomas Eubanks** (PSA) – Norman (Kisner). Mr. Eubanks application was administratively denied due to the fact that Mr. Eubanks is currently serving a deferred sentence (until September 6, 2007). Under case CM-05-178, on April 22, 2005, Mr. Eubanks pled guilty to Operating a Motor Vehicle While Under the Influence of Intoxicating Liquor, Mr. Eubanks received a two (2) year deferred sentence, was Ordered to complete Evaluation & Treatment, and assessed fines/costs of \$1,589. All fines/costs have been paid.

**A-2005-78** – **Johnna Beth Treat** (Preapproval PSA) – Lawton (Kisner). Administratively denied due to the fact that under case CM-02-1713 (November 13, 2002), Ms. Treat pled guilty to Bogus Check charge and received a one (1) year suspended sentence, was ordered to make restitution of \$1,338 and fined \$200. Her sentence ended May 19, 2004, restitution was made and the fine was paid.

Under case CM-2002-755 she was charged with Bogus Check; ordered to pay restitution of \$160 and fined \$133; restitution was made, the fines were paid, and the case was dismissed October 5, 2005.

**A-2005-72** – **Laura Kristine Williams** (PSA) – Walters. (Sokolosky). Ms. Williams' application was administratively denied due to the fact that she was convicted March 24, 1998 of Strong Armed Robbery; was sentenced to six (6) years, suspended upon serving two (2) years, and three (3) years probation; fines/costs of \$103. She served 3 months in Shock Incarceration boot camp program and was released to supervised probation. Her supervised probation ran from July 14, 1998 through June 16, 1999; Ms. Williams then began serving her three (3) year probation, which was to expire June 16, 2002, however the probation was terminated early on November 18, 2000. All fines/costs were paid.

**A-2005-74** – **Hien Ngo Le** (PSA) – Moore (Sokolosky). Ms. Lee's application was administratively due to the fact that she is currently serving a deferred sentence (probation) until May 10, 2006. Under case CF-2004-618, on May 10, 2004, Ms. Le was sentenced to a two (2) year deferred sentence, ordered to make restitution in the amount of \$436.01 (\$56.63, \$141.78, and \$237.60), ordered to pay a fine of \$45 plus probation fees/court costs, and required to

perform 30 hours of Community Service. All sanctions have been completed and Ms. Le is currently paying probation fees, all other fees/costs have been paid.

**A-2005-85 – Todd Franklin Curtis** – (PSA) – Ponca City (Sokolosky). September 7, 2000, under case CF-2000-1127, Mr. Curtis was convicted of: Assault & Battery, Count-2 (March 3, 2000), Impersonating an Officer, Count 3 (February 25, 2000), Impersonating an Officer, Count 4 (March 3, 2000). and Impersonating an Officer, Count 5 (March 3, 2000). He was sentenced to one (1) year suspended, on each count (to run concurrent), fines, court costs, and mental evaluation requirement. All requires completed/paid. His suspended sentence ended November 28, 2002.

## **B. HEARING EXAMINER REPORTS**

**C-2005-35 – Leon Atchison** (B) – Midwest City (Kisner). Findings and Conclusions of Law: Respondent Atchison violated Title 59 O.S. §858-312, Subsections 2 and 8; and Rule 605:10-17-4(12). Atchison signed the name of the Seller to the Seller's Disclaimer Statement without her knowledge or consent; and signed the name of the Seller to the Counteroffer to Real Estate Purchase Contract without her knowledge or consent.

**Recommend:** Leon Atchison be assessed an administrative fine of \$500 on Count One, and an additional fine of \$500 on Count Two (\$1,000 total).

**C-2003-79 – ARE, Inc., Charles E. Barger** (B), **Scott L. Hertzog** (SA), **Carolyn Mayes** (B), and **Lester Mayes** (B) – Lawton (Kisner). Findings and Conclusions of Law: Carolyn Mayes violated Title 59 O.S. §858-312, Subsections 8 and 9; and Rules 605:10-17-4(12), 605:10-11-1, and 605:10-11-2(a), in that she loaned an associate to another broker; and failed to notify the Commission of the associates disassociation with her company within ten (10) days of this disassociation.

Lester Mays violated Title 59 O.S. §858-312, Subsections 7, 8 and 9; and Rule 605:10-17-4(12), in that he paid a commission to an associate wherein he was not the sponsoring broker; and paid a commission to an associate directly and not through the associate's sponsoring broker.

Charles Barger violated Title 59 O.S. §858-312, Subsections 8 and 9, and Rule 605:10-17-4(12), in that he allowed Scott Hertzog to perform licensable activities in the name of his corporation when Hertzog was licensed with another broker.

Scott Hertzog violated Title 59 O.S. §858-312, Subsections 2, 4 and 9; and Rule 605:10-17-4(12), in that he performed licensable activities in the name of ARE, Inc. at a time he was licensed under another broker; and he accepted a commission from a broker, other than his sponsoring broker.

**Recommend:** respondents be formally reprimanded; further that Carolyn Mayes be assessed a \$200 administrative fine for each violation (\$400 total); Lester Mayes be assessed an administrative fine of \$200; Charles Barger be assessed an administrative fine of \$200; and Scott Hertzog be assessed an administrative fine of \$200 for each violation (\$400 total).

**C-2004-51 – Sherry L. Lewis** (B), **Sharie Lampkins (Moore)** (SA), **Montie Box Co., Montie R. Box** (B), **Betty Box** (BA) – Tulsa (Kisner). Findings and Conclusions of Law: Montie Box Company, Montie Box and Betty Box were not found in violation of the license law. Sherry Lewis was found in violation of Title 59 O.S. §858-312, Subsections 8 and 9, and Rule 605:10-17-4(b), for her failure to submit a written response to the complaint in this matter. Sharie Lampkins (Moore) was found in violation of Title 59 O.S. §858-312, Subsections 2 and 9; and Rule 605:10-17-4(12), in that she advised the Complainants to execute a Release of Contract at the request of and for the benefit of the Sellers, after having disclosed herself as a single-party broker for the Complainants.

**Recommend:** Sherry Lewis be assessed an administrative fine of \$500; and Sharie Lampkins (Moore) be assessed an administrative fine of \$500.

**C-2001-75 – First Commercial Real Estate Services, Corp, Richard Sudduth** (B), **Raymond Lord** (PSA) – Tulsa (Sokolosky). The case was presented to the Commission on March 9, 2005,

with a recommendation to dismiss the case. It was requested that the Commission allow investigations to conduct further investigations prior to ordering the case dismissed. After many failed attempts to contact the complainants, no additional information was received.

**Review of Previous Consideration:** On May 12, 2004, Commission Ordered the case tabled until completion of civil court action. December 16, 2004 a Journal Entry of Judgment was filed in District Court wherein the plaintiffs (complainants) did not appear and the court dismissed the case without prejudice to refiling.

At the May 12, 2004, Commission Meeting it was reported that a formal hearing had been held on this matter wherein no evidence was presented to indicate a violation of the license law. The case involved respondent Rupe, who entered into a contract to purchase property from complainant. Under the contract, Rupe (buyer) was to pay a sales commission to First Commercial, and the seller was to pay buyer loan fees. On the closing statement the seller was debited for the sales commission (\$29,100). Respondents testified the money (\$29,100) was not a commission but was a referral fee, which the seller had agreed to pay. The complainant further testified she was pressured into signing the closing statement. The complainant filed a civil lawsuit in reference to this matter however such was dismissed without prejudice to refiling.

At the March 9, 2005, Commission meeting, the Commission Ordered the case further investigated, and then forwarded to the prosecutor to bring the case back to the Commission to request reopening of the hearing.

### C. **CONSENT AGREEMENT**

**C-2005-65** – **Joe Mark Nick** (B) – Okmulgee (Kisner). Through Consent, Respondent Nick has agreed to violations of Title 59 O.S. §858-312, Subsection 23, in that he failed to provide the Residential Property Condition Disclosure Statement to the Complainants/Buyers before their offer was accepted, in violation of Section 836(B) of the Residential Property Condition Disclosure Act.

**Consented:** to assessment of a \$300 administrative fine, and completion of three (3) additional hours of continuing education on the Broker Relationships Act.

## III. **COMPLAINTS/INVESTIGATIONS**

### A. **CASE EXAMINER REPORTS**

**C-2005-45** – **Mildred D. Kirby** (B) – Mineral Wells, Texas (Kisner). Respondent may have violated Title 59 O.S. §85-312, Subsections 2 and 9 and Rule 605:10-17-4(12), in that she may have engaged in licensable activity while unlicensed in that she physically entered the State of Oklahoma and listed Complainant's property with the expectation of receiving a fee/commission; and made substantial misrepresentations to the Complainant in that she informed him that she was an Oklahoma licensed broker in order to induce Complainant into signing the listing agreement.

**Recommend:** set formal hearing.

**C-2005-49** – **Beverly L. (Wright)** (B), **Maxine N. Cornish** (SA) – Luther. (Sokolosky). Respondent White may have violated Title 59 O.S. §858-312, Subsections 2, 6, 8 and 9; and Rules 605:10-17-4(6), 605:10-13-1(a)(1)(E), and 605:10-13-1(e), in that she may have failed to properly supervise the activities of an associate, permitted Cornish to act as a broker, may have lent her broker's license to Cornish, and failed to notify the Commission that the trust account was closed on September 4, 2003.

Respondent Cornish may have violated Title 59. O.S. Sections 8, 9 and 16; and Rules 605:10-17-4(14) and 605:10-17-4(12), in that in that she may have commingled her own money with the money of others that was received and held by a licensee, operated Lemax Real Estate independently and without broker supervision, and converted earnest money deposits to her own personal use.

**Recommend:** set formal hearing.

**C-2005-50** – **Wiggin Properties, LLC, Charles E. Wiggin (B), Wiggin Properties, LLC (BO), and Don L. Faulkner, (B)** – OKC (Sokolosky). Possible violations by Wiggin Properties, LLC and Charles Wiggins: Title 59 O.S. §858-312, Subsections 2, 8 and 9, and Rules 605:10-9-4(5) and 605:10-17-4(6), in that they may have made substantial misrepresentations in that they were aware that the property did not contain the square footage advertised but failed to inform the buyer; and failed to properly supervise the activities of an associate in that they allowed Faulkner to market the subject property with inaccurate information regarding square footage.

Possible violations by Don Faulkner and Wiggin Properties, LLC (BO): Title 59 O.S. §858-312, Subsections 2 and 9 and Rule 650:10-9-4(5). Faulkner may have made substantial misrepresentations in the conduct of business in that he marketed the property with inaccurate information regarding the square footage.

**Recommend:** set formal hearing.

**C-2005-63** – **Ronton, Inc., Tonue Hulette (B), Yvonne Denise Shephard (SA)** – MWC (Sokolosky). Possible violations by Yvonne Denise Shephard: Title 59 O.S. §858-312, Subsections 2 and 8; and Rules 605:10-17-4(12) and 605:10-9-4(c)(1), in that she may have used her real estate license status to persuade the Complainant to enter into a real estate lease purchase agreement; and that she failed to disclose in writing on the lease purchase agreement that she held a real estate license.

No evidence was received to indicate a violation of the license law by Respondents Ronton, Inc., and Tonue Hulette.

**Recommend:** set formal hearing on Yvonne Shephard, and to close the case on Ronton, Inc., and Tonue Hulette.

**C-2004-90** **Otis W. Williams Company, Inc., Otis W. Williams, Jr. (B)** – Tulsa (Sokolosky). Complainant employed respondent to prepare a contract for real estate and tendered a \$400 check for payment of Contract for Real Estate, Title Opinion and representation at closing. She later changed her mind and requested refund of the \$400; she received \$125 from the respondent as partial refund of retainer. Complainant filed suit in small claims court and was awarded a \$400 judgment against him. Respondent stated he was acting on behalf of complainant in the capacity of an attorney and not as a real estate licensee. No evidence was submitted to indicate a violation of the license law.

**Recommend:** close case.

**C-2005-27** – **John Lee Brachtenbach (SA)** – Adair (Kisner). Complainant Moore (sponsoring broker of Brachtenbach) was contacted by a buyer requesting a referral fee of \$4,000 he stated he was owed; later she received a letter from the buyer's attorney demanding payment of \$2,000 owing the buyer for his help in producing buyers for other property. Respondent Brachtenbach stated that the seller would not reduce the asking price of his property and the buyer would not increase his offer, therefore respondent was to pay the buyer \$4,000 at closing.

**Recommend:** close case .

**C-2004-87** – **Dedra M. Classen (B)** – Fairview (Kisner). Possible violations by Respondent: Title 59 O.S. §858-312, Subsections 8 and 9 and Rule 605:10-17-4(9), in that she may have failed to make herself and her records available for scheduled office inspections, and she has failed to provide requested documentation to the Commission.

**Recommend:** set formal hearing.

**C-2005-76** – **Ashley Renee Potter (SA)** – Enid (Kisner). Possible violations by Respondent: Title 59 O.S. §858-312, Subsections 8 and 9. Respondent may have entered a plea of Guilty to the felony crime of Larceny of Merchandise from a Retailer; and may have submitted false or inaccurate information to the Commission in an attempt to mislead a Commission investigation in that: a) respondent informed investigator that she had received a six (6) month probation at the end of which time the charge would be dismissed and the records expunge, when records of the District Court indicate that she was ordered into the Delayed Sentencing Program for Young Adults with sentenced to be imposed December 15, 2005; and b) she informed the investigator that another individual, unbeknownst to her, placed the items in her diaper bag, however, records of the District Court indicate that she acted alone in the commission of this crime.

**Recommend:** set formal hearing.

**C-2004-54** – **Mark V Realty & Investments, Inc., David Dean Webb (B), Pat P. Patterson (SA), and Trevor W. Shettron (SA)** – Edmond (Kisner). Complainant and Seller entered into contract; the contract was a cash transaction, however the buyer later needed to obtain financing and Respondent failed to amend the contract to reflect the change. Closing was delayed and the Seller accepted another offer on the property. No violations of the license law were found.

**Recommend:** case closed with letter of caution to Respondents Patterson and Shettron in that there was obviously a serious lack of communication between complainants and respondents.

## **B. INVESTIGATION REPORTS**

**C-2004-68** – **JSS & Associates, Inc., and Johnny Steele (B)** – Edmond (Melton). Complainant reported he hired Respondent to renovate and manage an eight-unit apartment, however respondent failed to keep him informed of the progress of the renovation, and failed to account for the work performed. The agreement was terminated and Respondent failed to account for \$9,200. After termination of the agreement Complainant received updated financial records, however he was frustrated and disappointed with Respondent. The agreement was terminated before respondent engaged in any licensable activity, and no evidence was presented that respondent failed to account for all monies.

**Recommend:** case closed.

**C-2004-82** – **JSS & Associates, Inc. and Johnny Steele (B)** – Edmond (Melton). Complainant hired respondent to renovate and manage an apartment complex and provided \$135,000 in funds to accomplish the tasks; however the work was never completed. The agreement between the parties was terminated before Respondent engaged in any licensable activity, and no evidence was presented that Respondent failed to account for any monies.

**Recommend:** case closed.

**C-2005-57** – **SBC Development Corp, and Frank J. Shidler, Jr. (B)** – OKC (Melton). Complainant alleged Respondent failed to deposit rental monies of \$6,608.57 into her account, She met with Respondent and they worked out an agreement whereby he paid her \$6,213.57; the management agreement was mutually terminated and Respondent was to give the files concerning the property to Complainant's attorney; however, complainant indicated respondent failed to produce the documents. Respondent reported all monies collected were accounted for, however there were accounting discrepancies; that the Complainant received all monies she was due, and that all documentation in his possession was forwarded to Complainant's attorney as requested.

**Recommend:** close case with letter of caution to Shidler for failing to keep an accurate accounting of rental money received.

**C-2005-61** – **The Leinbach Company, and Edward B. Leinbach (B)** – Tulsa (Melton). Complainant reported that upon giving proper notice of termination of her lease, Respondent raised her rent, kept her deposit and sent a bill to a collection agency. Respondent reported the disputed amount of rent was approximately \$32; and the damage statement was sent to the last address of the complainant. Both parties were requested to submit additional information, however the Complainant failed to submit any documentation or contact the Commission.

**Recommend:** case closed.

**C-2005-68** – **ABW Tulsa, Inc., Kyra C. Bell (B), and Katherine E. Moura (SA)** – Tulsa (Melton). Complainant cleaned up property that was to be listed for seller. He was instructed to leave the invoice at the property and Respondent Moura would pick it up. The first transaction fell through and even though another buyer purchased the property, the invoice was not paid. Respondent stated the seller sent a response back contesting the invoice amount and she informed the Complainant that the matter would have to be settled between him and the (California) seller.

**Recommend:** case closed.

**C-2005-69** – **ABW, Inc., Gene Lowell (B), Aurelio Gamboa (SA)** – OKC (Melton). Complainant reported that Respondent Gamboa pulled her credit report and gave it to another person. Respondent stated he was asked to assist a client in obtaining a copy of her credit report, and he pulled the wrong person's credit report and gave the report to his client. The report was credit information on the Complainant, not his client.

**Recommend:** case closed.

**C-2005-71** - **Lewis Heintzelman (B), and Roberta Suriani (SA)** – MWC (Melton). Complainant made a verbal offer on property and submitted a \$1,000 earnest money check; the seller wanted to net \$1,000 more than the offer that was made by Complainant. When the Complainant inquired about the property the next day he was informed that Respondent Heintzelman had purchased the property.

**Recommend:** case closed.

**C-2005-72** – **All-Pro Realty, Inc., Mary L. Berry (B), and Kirk Martin (SA)** – OKC (Melton). Complaint filed due to problems involved in a transaction wherein repairs exceeded the contract and other non-working items were discovered prior to closing. The complainant/seller did not want to make any other repairs and the buyer would not close without repairs being made. Respondent provided a release agreement for the buyer wherein repair of the windowpane and the HVAC system would survive closing. Complainant's property had appraised \$11,000 below the contract; adjustments were made and the parties agreed to a price of \$3,000 below the original contract; however the appraiser still required improvement of HVAC to validate the new sales price.

**Recommend:** case closed.

**C-2005-74** – **Dominion Group, LLC, Ruth Boss (B), Dominion Group, LLC (BO), Gigi Faulkner (B), and Dawn Davis (BA)** – OKC (Melton). Complainants thought Respondent Davis used their offer to influence the price of another possible contract; held their offer in order to present another offer first; that respondent failed to timely submit a pier report to the inspectors; that respondent was unprepared at closing and had to borrow the original document showing repairs made to the property; and she has failed to return such document to the complainants. Complainants submitted an offer that was rejected and the seller countered. Complainants submitted another offer which was rejected by the seller and the complainants then submitted an offer that was accepted.

**Recommend:** case closed.

**C-2005-77** – **Buchanan Realty Group, Inc., Stephen Buchanan (B), and Jonell L. Kieltyka (PSA)** – OKC (Melton). Complaint stated Respondent Kieltyka was attempting to collect a commission from him under false pretenses. The parties had discussed the complainant moving his business and Respondent had sent him information regarding available properties; however the Complainant had refused to sign a broker relationship disclosure statement. Complainant stated he did not ask for representation and did all the research of the properties himself. Respondents stated they would not pursue the commission issue.

**Recommend:** case closed.

**C-2005-79** – **CB Advantage Real Estate, LLC, Philip Odom (B), William Poertner (BA), and Bridgett Renet Bills (SA)** – OKC (Melton). Complainant stated Respondent Bills made misrepresentations which caused him to become homeless for two months. Complainant entered into a contract to purchased property and after he was told by Respondent Bills that he was approved for the loan he canceled his Section 8 benefits. While at closing Respondent and Complainant were informed that the loan would not be funded.

**Recommend:** case closed.

**C-2005-83** – **Humphrey Realty, Inc., William Humphrey (B), and Janna Jarman (BA)** – Pauls Valley (Melton). Complainant alleged closing date was changed to accommodate sellers due to abstract problems, therefore she received early occupancy. Several days before closing the air conditioning was not working and the sellers were requested to have the unit fixed. The closing was changed back to the original date and the unit was still not functioning and the buyer wanted

the unit repaired prior to closing; Respondent informed her the deal was off. The deal finally closed with Complainant having to pay \$1,300 additional funds due to the problems encountered.

**Recommend:** case closed.

**C-2005-87** – **B & K Enterprises, Inc.**, and **Robert L. Sullivan** (B) – OKC (Melton). Complainant reported Respondent conspired to leave him out of the transaction to sell property he owed. Respondent reported complainant was involved in divorce proceedings and the courts had ordered his property sold, therefore both owners (complainant and ex-wife) signed the listing agreement and the purchase contract; and that the complaint was filed out of frustration due to the divorce wherein Complainant did not want his wife involved in the sale of the property.

**Recommend:** case closed.

**C-2005-91**- **Dominion Group, LLC, Ruth Boss** (B), **Dominion Group, LLC** (BO), **Gigi Faulkner** (B), and **Maurice L. Shepherd** (B) – OKC (Melton). Complainants alleged they submitted an offer above the listing price on land they wished to purchase, and Respondent Shepherd raised the price of the land after their offer was presented. Respondent Shepherd responded that he was told to lower the price by the seller's son-in-law and later the seller's power-of-attorney called and told him the price should not have been lowered; he stated he had not lied to the Complainants about the abstract; and he admitted he repeatedly hung up the phone on individuals throughout the transaction.

**Recommend:** case closed with letter of caution to Shepherd for reducing the listing price without authorization of the owner, or the owner's power-of-attorney, and for improper telephone etiquette.

**C-2004-31** – **Hickmon Realty, Inc., Mary Lou Hickmon** (B), **Hickmon Realty, Inc.** (BO), **R. A. Bentley** (B), and **Robert Heglin** (SA) – Woodward/Laverne (Kueffler). Complainant alleged Respondent Hickmon reluctantly returned a substantial down payment of \$90,000, and failed to return the entire earnest money (\$2,500), in that she withheld an amount sufficient to pay title and expenses without the Complainant's knowledge or permission. No evidence was found to indicate respondents maliciously withheld or failed to timely return the down payment or earnest money.

**Recommend:** case closed.

**C-2004-60** – **Bluestem Resources Group, LLC**, and **Michael L. Chapman** (B) – Tulsa (Kueffler). Complainant alleged Respondent Chapman failed to timely submit an offer to purchase a business and caused another offer to be accepted. The complainant experienced delays in obtaining financing and another individual purchased the business. This was a business only sale and did not involve any real estate or lease; and therefore was not under the Commission's jurisdiction.

**Recommend:** case closed.

**C-2004-61** – **Humphrey Realty, Inc., William Humphrey** (B), **Heart of Oklahoma Enterprises, Inc., Than H. Maynard** (B), and **Deborah J. Freeman** (SA) – Pauls Valley/Purcell (Kueffler). Complainant entered into a contract to purchase land from Respondent Freeman and presented \$100 earnest money; however she could not obtain a loan. After she received some money she placed \$1,500 down and gave respondent \$100 earnest money; and Ms. Freeman was to draw up a new contract the next day, but failed to do so. Ms. Freeman resigned from Humphrey Realty, Inc. on the date she received the monies and has filed bankruptcy. Ms. Freeman stated the money was a gift and not for the purchase of real estate. Attempts to contact the complainant were unsuccessful.

**Recommend:** case closed.

**C-2004-67** – **Elizabeth Campbell**(B), and **Kenya V. Bellota** (PSA) – Lawton (Kueffler). Complaint filed in reference to dispute of refund of security deposit and Respondent's unprofessional communications. After the complaint was filed, Respondent refunded the security deposit, minus carpet cleaning expenses.

**Recommend:** case closed.

**C-2004-75 – Mark V Realty & Inv., Inc., David D. Webb (B), John P. Patterson (SA), Churchill-Brown & Assoc., Inc., Judy K. Lindsay(B), Churchill-Brown & Assoc., Inc.,(BO), Lamont K. Churchill (B), and Patricia L. Scott (SA) – Edmond/OKC (Kueffler).** Complainant alleged Respondent Patterson failed to order a septic system inspection prior to closing which caused them to become involved in a dispute with the buyer over repair costs. Patterson stated he neglected to order the inspection prior to closing and the error was realized the day of closing. The complainant, respondent and buyer have since reached an amicable resolution and the complainant no longer wishes to pursue the complaint.

**Recommend:** case closed with letter of caution to Respondent Patterson for failing to insure the septic system inspection had been ordered prior to closing.

**C-2005-12 – Sandra Phillips(B) – Kingfisher (Kueffler).** Complainants alleged Respondent failed to disclose material defects with property they purchased; Respondent claimed she only knew of the leaking roof which was identified as needing repair, and that Complainants had a home inspection done wherein the inspector failed to identify many of the defects.

**Recommend:** case closed.

**C-2005-19 – Butler Real Estate, Inc., Sharon K. Carson (B), and Debra L. Holcomb (SA) – Langley (Kueffler).** Complainant alleged Respondent Holcomb presented a fraudulent offer and attempted to get him to accept such. The offer was \$4,000 above the listed price; after Complainant refused the offer it was rewritten for the selling price. The buyer did not have necessary funds to close and had asked his lender to include such costs in the financing; the respondents were not involved in the lending process and only submitted the offer.

**Recommend:** case closed.

**C-2005-60 – Preferred Real Estate Properties, Inc., Norman Jean Coppedge (B), and Betty S. Strickler (SA) – OKC (Kueffler).** Complainant alleged Respondent Strickler failed to present her offer. In the interim another offer was received and accepted by the sellers. Respondent had been notified that the offer was being sent, however, she had a problem with her fax machine and didn't receive the offer until the following afternoon.

**Recommend:** case closed.

#### IV. FINANCIAL AND FISCAL

- A. Review of FY-2006 Financial Report.
- B. Review FY-2005 Annual Report to the Governor.
- C. Expenditures Fund 210
  - 1. Approval to develop and print approximately 10,000 copies of the Standard Contract, addenda and pamphlet at a cost of approximately \$20,000 initially.
  - 2. Approval to expend approximately \$12,500 to mail approximately 6,000 copies of the Standard Contract, addenda and pamphlet to Brokers.
- D. Travel – Approval of travel to attend the ARELLO Mid-Year Meeting in April.

#### V. EDUCATIONAL PROGRAMS

- A. Educational Endeavors
- B. Education Advisory Committee
  - 1. Committee's recommended Outline for ninety (90) hour pre-license course.
  - 2. Committee's recommended outline for ninety (90) broker course.

**VI. INDUSTRY UPDATES - Discussion and/or Action**

- A. Standard Contract Committee Report
- B. Residential Standard Contract form and related addenda – Approval Consideration.

**VII. GENERAL BUSINESS**

- A. RESPA Violations - Commission's Jurisdiction to Discipline Licensees for RESPA violations Report, Counsel Preslar
- B. Commission License Statistics - Update.
- C. Examination Accreditation – Report update.
- D. Errors and Omission.

**VIII. NEW BUSINESS**

- IX. ACTION ON MEETING DATE** – Scheduling of next meeting, February 8<sup>th</sup>, March 8<sup>th</sup> or alternate date.

**X. ADJOURNMENT**