



DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

2005 MAR 28 P 2: 27

HEARINGS OFFICE

REAL ESTATE COMMISSION
OFFICE OF ADMINISTRATIVE HEARINGS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the)
Real Estate Broker's Licenses of)
)
LYNNE INVESTMENT, LTD., dba)
LYNNE REALTY, and MERLIN)
CONCEPCION,)
)
Respondents.)
_____)

REC-2000-37-L
COMMISSION'S FINAL ORDER

COMMISSION'S FINAL ORDER

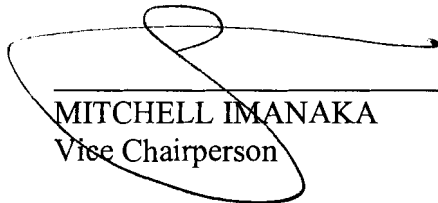
On December 28, 2004, the duly appointed Hearings Officer submitted his Findings of Fact, Conclusions of Law and Recommended Order in the above-captioned matter to the Real Estate Commission ("Commission"). Copies of the Hearings Officer's recommended decision were also transmitted to the parties. The parties were subsequently provided an opportunity to file exceptions; however, no exceptions were filed. The copies of the recommended decision sent to Respondents Lynne Investment, Ltd., dba Lynne Realty, and Merlin Concepcion ("Respondents") at their last known addresses were returned to the Office of Administrative Hearings marked, "Return to Sender."

Upon review of the entire record of this proceeding, the Commission adopts the Hearings Officer's recommended decision as the Commission's Final Order. Accordingly, the Commission finds and concludes that Respondents violated the provisions of Hawaii Revised Statutes §§467-14(1), 467-14(2), 467-14(4), 436B-19(11), 436B-16 and Hawaii Administrative Rules §§16-99-3(b), 16-99-3(c), 16-99-3(d), 16-99-3.1(c) and 16-99-3.1(g).

For the violations found above, the Commission orders that the real estate broker's licenses of Respondents be revoked for a period of five (5) years, and that Respondents, jointly and severally, pay a fine of \$10,000.00 within sixty (60) days from the date of the Commission's Final Order. Payment of the \$10,000.00 fine shall be a requirement of Respondents' relicensure, in addition to any other requirements that may be appropriate, in the event that Respondents should seek relicensure after the revocation period has been completed.

The Commission further orders that Respondents return all indicia of licensure to the Professional & Vocational Licensing Division of the Department of Commerce and Consumer Affairs, including any wall certificates or pocket identification cards issued to Respondents indicating licensure as real estate brokers, within thirty (30) days from the date of the Commission's Final Order.


DATED: Honolulu, Hawaii, March 28, 2005.



MITCHELL IMANAKA
Vice Chairperson

CAROL MAE A. BALL
Commission Member


MICHELE SUNAHARA LOUDERMILK
Commission Member



IRIS R. OKAWA
Commission Member



JOHN OHAMA
Chairperson



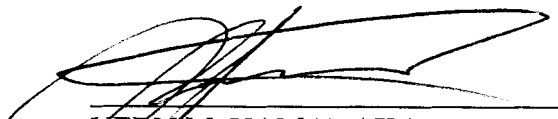
LOUIS E. ABRAMS
Commission Member



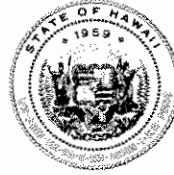
KATHLEEN H. KAGAWA, Ph.D.
Commission Member



TRUDY I. NISHIHARA
Commission Member



VERN M. YAMANAKA
Commission Member



REAL ESTATE COMMISSION
OFFICE OF ADMINISTRATIVE HEARINGS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the)	REC-2000-37-L
Real Estate Broker's Licenses of)	
LYNNE INVESTMENT, LTD., dba)	HEARINGS OFFICER'S FINDINGS
LYNNE REALTY, and MERLIN)	OF FACT, CONCLUSIONS OF LAW,
CONCEPCION,)	AND RECOMMENDED ORDER
)	
Respondents.)	
)	

**HEARINGS OFFICER'S FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND RECOMMENDED ORDER**

I. CHRONOLOGY OF CASE

On December 20, 2002, the Department of Commerce and Consumer Affairs, State of Hawai'i ("Petitioner"), by and through its attorney John T. Hassler, filed a Petition for Disciplinary Action against the real estate broker's licenses of Lynne Investment Company, Ltd., dba Lynne Realty ("Respondent Lynne Realty"), and Merlin Concepcion ("Respondent Concepcion").

The matter was set for hearing and a notice of hearing and pre-hearing conference was duly served on the parties.

After diligent, but unsuccessful, efforts to locate the present whereabouts of Respondent Concepcion, the Petitioner was granted leave to serve the Notice of Hearing as to Respondent Concepcion by publication.

On April 7, 2003, and April 14, 2003, the Notice of Hearing was duly published in the **HONOLULU STAR-BULLETIN**, pursuant to Hawai'i Revised Statutes ("HRS") Chapter 91.

On May 23, 2003, at 9:02 a.m., the hearing on the above-captioned matter was conducted by the undersigned Hearings Officer pursuant to HRS Chapters 91, 92, and 467.

ORIGINAL

Petitioner was represented by its attorney John T. Hassler. Respondents were not present nor did anyone appear at the hearing on behalf Respondents.

Having reviewed and considered the evidence and arguments presented by the parties, as well as the entire record of this proceeding, the undersigned Hearings Officer hereby sets forth the following findings of fact, conclusions of law, and recommended order.

II. FINDINGS OF FACT

1. On November 18, 1981, Respondent Lynne Realty was licensed as a real estate broker by the Hawai'i State Real Estate Commission ("Commission"), License No. RB 12555.

2. On November 18, 1981, Respondent Concepcion was licensed as a real estate broker by the Commission, License No. RB 12560.

3. From January 28, 1987, until March 16, 2000, Respondent Concepcion served as principal broker of Respondent Lynne Realty.

4. On December 31, 2000, Respondent Lynne Realty's real estate broker's license expired.

5. As of December 31, 2002, Respondent Lynne Realty's real estate broker's license was forfeited.

Count I: The Lancaster Property

6. In or around 1986, Respondent Lynne Realty represented Macario and Socorro DeGuzman ("the DeGuzmans") in the DeGuzmans' purchase of a home in Makakilo, Hawai'i. During the process of purchasing their Makakilo home in 1986, the DeGuzmans first met Respondent Concepcion.

7. On or about July 30, 1991, Respondent Lynne Realty entered into a Non-Exclusive Agency Agreement with Roland Land Investment Company, Inc. ("Roland"). Under the terms of the agreement, Respondent Lynne Realty was authorized to sell Roland's property in exchange for a commission.

8. In approximately October of 1991, the DeGuzmans were having problems with tenants occupying the rental unit on the DeGuzmans' Makakilo property, and the DeGuzmans called Respondent Concepcion for advice. Respondent Concepcion invited the DeGuzmans to Respondent Lynne Realty's office to discuss the matter. When the

DeGuzmans arrived at Respondent Lynne Realty's office, Respondent Concepcion introduced the DeGuzmans to Respondent Concepcion's brother, Edwin Concepcion.

9. At that time, in a conference room in Respondent Lynne Realty's office, Edwin Concepcion showed the DeGuzmans a marketing video concerning property that Edwin Concepcion was selling in Lancaster, California.

10. Edwin Concepcion and Respondent Concepcion represented to the DeGuzmans that the 3.29 acre parcel of land ("Lancaster property") was *valued* at \$119,900.00, but that the price had been reduced to \$94,900.00, representing a gain or potential profit of \$25,000.00. According to documents submitted into evidence, the *asking* price for the Lancaster property was \$119,900.00.

11. At or around the time Edwin Concepcion made the presentation to the DeGuzmans, Respondent Concepcion told the DeGuzmans that Respondent Concepcion and her family had purchased a similar property in Lancaster, California.

12. On or about October 12, 1991, based on the representations of Edwin Concepcion and Respondent Concepcion, the DeGuzmans signed a Deposit Receipt agreement with Roland, in which the DeGuzmans agreed to purchase the Lancaster property from Roland for \$94,900.00.

13. Respondent Concepcion subsequently received a commission from the purchase of the Lancaster property to the DeGuzmans.

14. In or around 1994, the DeGuzmans learned that the Lancaster property had a fair market value of approximately \$12,400.00, based upon a Land Appraisal Report dated June 30, 1994.

15. In approximately 1994, the DeGuzmans sold the Lancaster property back to Roland at a significant loss.

Count II: The School Street Property

16. In approximately March of 1992, the DeGuzmans obtained a home equity line of credit with the intention of paying off the outstanding balance for the Lancaster property that the DeGuzmans had purchased through Respondents.

17. The DeGuzmans met with Respondent Concepcion in or around March of 1992 to discuss paying off the balance of the purchase price of the Lancaster property.

18. At that time, Respondent Concepcion convinced the DeGuzmans to invest the money from the home equity line of credit in an investment property in Hawai`i.

19. On or about March 8, 1992, Respondent Concepcion showed the DeGuzmans a house located at 2228 School Street, Honolulu ("the School Street property") as a prospective investment property.

20. Respondent Concepcion told the DeGuzmans that the School Street property was a duplex and that the resident owners were renting out one part of the property.

21. At the time the DeGuzmans were first shown the house on or about March 8, 1992, Pedro and Marialorna Salantes ("Mr. and Mrs. Salantes") owned the house.

22. Mr. and Mrs. Salantes had previously purchased the School Street property in 1990 from Jorge and Marcelina Salvador ("the Salvadors").

23. When Mr. and Mrs. Salantes purchased the School Street property from the Salvadors in 1990, Mr. and Mrs. Salantes were represented by Respondent Lynne Realty.

24. The Salvadors sold the School Street property to Mr. and Mrs. Salantes with an "As-Is Condition Addendum" and a "Hawaii Association of Realtors® Real Property Disclosure Statement."

25. The As-Is Condition Addendum disclosed, among other conditions, the following:

- a. the Property does not conform to Tax Office Records and has bedrooms and other areas which were constructed without building permits. (emphasis in the original), and
- b. the Property is zoned for residential use only. The Seller will comply with Standard Term C but will not correct any possible encroachments. The Buyer specifically accepts any possible encroachments.

26. The Seller's Real Property Disclosure Statement completed by the Salvadors and provided to Mr. and Mrs. Salantes in the 1990 transaction, disclosed that the School Street property had termite and/or dry rot damage, remodeling without the necessary permits and a water percolation condition during heavy rains.

27. Prior to Respondent Concepcion showing the School Street property to the DeGuzmans, Respondent Concepcion had been the realtor representing Mr. and Mrs. Frank

Benigno (hereinafter referred to collectively as “the Benignos”) in their prospective purchase of the School Street property from Mr. and Mrs. Salantes.

28. On or about December 27, 1991, the Benignos submitted their DROA to Mr. and Mrs. Salantes offering \$315,000.00 for the School Street property.

29. The Benignos’ offer of \$315,000.00 was accepted by Mr. and Mrs. Salantes; however, the Benignos could not obtain financing and the deal fell through.

30. On or about March 8, 1992, the DeGuzmans submitted a DROA, drafted by Respondent Concepcion, to purchase the School Street property from Mr. and Mrs. Salantes for \$325,000.00.

31. Neither Respondent Concepcion nor Respondent Lynne Realty ever recommended that the DeGuzmans survey the School Street property before the DeGuzmans purchased it, even though Respondents knew or should have known of possible encroachments.

32. Respondent Concepcion of Respondent Lynne Realty was identified as the Buyers’ realtor, and William Concepcion of Respondent Lynne Realty was identified as the Seller’s realtor.

33. On page 1 of the DROA, the Seller is represented to have received a \$6,000.00 deposit from the Buyer. However, no such deposit was ever tendered by the DeGuzmans to Mr. and Mrs. Salantes.

34. The DROA included a Standard Form DROA Addendum that contained the following under the section entitled “ADDITIONAL SPECIAL TERMS”: “C-27 Buyers & Sellers are aware & approved that Merlin Concepcion, Buyers Agent & William Concepcion Sellers agent are both employed at Lynne Realty & neither Sellers nor Buyers object to this representation.”

35. No other disclosure concerning the dual agency of Respondents Lynne and Concepcion was provided to the DeGuzmans, nor did Respondents ever explain the consequences of such dual agency.

36. The March 8, 1992 DROA drafted by Respondent Concepcion provided that the School Street property was being sold to the DeGuzmans in an “As-Is” condition.

37. The DROA obligated Mr. and Mrs. Salantes to provide a Real Property Disclosure Statement to the DeGuzmans.

38. Notwithstanding this requirement, the DeGuzmans never received a Real Property Disclosure Statement from Mr. and Mrs. Salantes.

39. When the DeGuzmans asked Respondent Concepcion about the Real Property Disclosure, Respondent Concepcion told the DeGuzmans that they would not get such a disclosure because they were buying the property "as-is."

40. The DROA also obligated Mr. and Mrs. Salantes to provide the DeGuzmans with a termite inspection report. Notwithstanding this requirement, the DeGuzmans never received such a report.

41. When the DeGuzmans asked Respondent Concepcion about this, she informed the DeGuzmans that they didn't need a termite report since the School Street property was covered by a termite warranty.

42. On March 8, 1992, Mr. and Mrs. Salantes accepted the DeGuzmans' offer.

43. Respondents did not disclose to the DeGuzmans that Mr. and Mrs. Salantes had previously accepted the Benignos' offer of \$315,000.00, approximately three months and one week earlier, on December 28, 1991.

44. Respondents failed to disclose the information contained in the Salvadors' 1990 As-Is Condition and the Real Property Disclosure Statement to the DeGuzmans.

45. On or about March 12, 1992, Mr. and Mrs. Salantes signed an addendum to the DROA reducing the purchase price of the School Street property to \$315,000.00.

46. After Mr. and Mrs. Salantes accepted the DeGuzmans' offer of \$325,000.00, the DeGuzmans could not obtain the financing they originally sought and were prepared to invoke the non-occurrence of the financing contingency and withdraw from the purchase of the School Street property.

47. The DeGuzmans were also concerned about the age of the house and the possibility that they would need to repair the house.

48. The DeGuzmans informed Respondents that the DeGuzmans were unwilling to purchase the property.

49. In response, Respondent Concepcion met with the DeGuzmans and Respondent Concepcion told the DeGuzmans that they would be able to sell the School Street property within a year for a \$25,000.00 profit.

50. Respondent Concepcion also told the DeGuzmans that the sellers could loan the DeGuzmans \$20,000.00 to repair the house.

51. On or about March 21, 1992, the DeGuzmans subsequently signed a promissory note in the amount of \$20,000.00 payable to Domingo Paranada, Fausta Paranada and Elvie Paranada ("the Paranadas"). The note was payable within two (2) years of its execution or upon the sale of the School Street property.

52. The Paranandas owned property located at 1188 Manuwa Drive, Honolulu, Hawai'i, 96818. The Paranadas were in the process of selling their Manuwa Drive house to Mr. and Mrs. Salantes. Respondent Lynne Realty represented the Paranadas in that transaction and Mr. and Mrs. Salantes were also represented by Respondent Lynne Realty in the same transaction.

53. During the sale of the Paranadas' property to Mr. and Mrs. Salantes, Respondent Concepcion and/or Respondent Lynne Realty loaned the Paranadas approximately \$12,700.00 with the understanding and agreement that the Paranadas would repay Respondent Concepcion and/or Respondent Lynne Realty this amount at the time the Paranadas' Manuwa Drive house was sold.

54. Neither Respondent Concepcion nor Respondent Lynne Realty disclosed to the DeGuzmans that Respondents were representing the Paranadas in the sale of the Paranadas' house or that Respondent Concepcion and/or Respondent Lynne Realty had loaned money to the Paranadas, repayable at the time the Paranadas sold their house.

55. After purchasing the house, the DeGuzmans learned that: a) the original building permit did not allow for more than one kitchen, b) the house had prior termite infestation and damage, c) water was percolating from neighboring property, d) there was an encroachment onto neighboring property, and e) additions to the house had been built without permits.

56. As of the date of the hearing, the DeGuzmans still owned the School Street property because they have been unable to sell the property due to the condition of the house and property, as well as the unresolved zoning, encroachment, and building/construction issues.

Count III: The DeGuzman and Tamashiro Judgments

57. On February 8, 1996, the DeGuzmans filed a civil action against Lynne Realty, Concepcion, Edwin Concepcion, William Concepcion and Mr. and Mrs. Salantes.

58. On or about February 3, 1998, Respondent Concepcion signed a Settlement Agreement ("the DeGuzman Settlement Agreement") in her individual capacity and on behalf of Respondent Lynne Realty and agreed that Respondents would pay the DeGuzmans \$50,000.00 with 8% interest per annum over the next five years.

59. As part of the DeGuzman Settlement Agreement, Respondents agreed to sign a Stipulated Judgment in the amount of \$100,000.00 in favor of the DeGuzmans and against Respondents.

60. In or around January of 1998, the attorney for Respondents executed a Stipulated Judgment in favor of the DeGuzmans and against Respondents, jointly and severally, in the amount of \$100,000.00, with the understanding that if Respondents failed to make the necessary payments under the DeGuzman Settlement Agreement, the Stipulated Judgment would be filed.

61. Respondent Concepcion made the initial payment of \$5,000.00 under the terms of the DeGuzman Settlement Agreement and began making monthly installment payments of \$500.00 in July of 1998.

62. Beginning with the payment due on November 1, 1999, Respondents failed to make any further payments pursuant to the DeGuzman Settlement Agreement.

63. On or about December 15, 2000, the First Circuit Court entered a judgment against Respondent Concepcion, William Concepcion and Respondent Lynne Realty in the amount of \$100,000.00.

64. On or about March 14, 2000, Sue H.S. Tamashiro ("Tamashiro") filed her Motion to Confirm Partial Arbitration Award in Hawaii First Circuit Court SP No. 00-1-0138, Tamashiro v. Merlin Concepcion, et. al. Attached to her Motion was a Partial Final Award entered in a private arbitration proceeding by Judge E. John McConnell (Ret.).

65. According to the arbitration award, Respondent Concepcion and Respondent Lynne Realty (as brokers for the seller) were found to be liable to Tamashiro (the buyer) in tort, breach of contract, and for unfair and deceptive trade practices pursuant to HRS Chapter

480, for failing to disclose that a property sold to Tamashiro violated the zoning laws and advertising the ability to realize rental income from the illegal units.

66. On May 3, 2000, the First Circuit Court granted Tamashiro's motion and confirmed the Partial Arbitration Award as a Judgment.

67. Neither Respondent Concepcion nor Respondent Lynne Realty have ever reported the DeGuzman or Tamashiro judgments to the Real Estate Commission.

III. CONCLUSIONS OF LAW

A. Count I

In Count I, Petitioner charged Respondents with violating the following provisions of HRS and Hawai'i Administrative Rules ("HAR"):

- 1) HRS §467-14(1) (making any misrepresentation concerning any real estate transaction);
- 2) HAR §16-99-3.1(c) (failing to disclose who the licensee represents in a transaction).

Based upon the evidence presented at the hearing, the Hearings Officer concludes that Petitioner proved by a preponderance of the evidence that Respondents violated HRS §467-14(1) and HAR §16-99-3.1(c).

First, and most egregiously, Respondent Lynne Realty, by and through Respondent Concepcion, misrepresented the value of the Lancaster property to the DeGuzmans in order to consummate the sale of the property.

At the hearing, there was no evidence to provide a basis for Respondent Concepcion's representations to the DeGuzmans that the Lancaster property was actually worth \$119,900.00 as of the date of the DeGuzmans' offer on the Lancaster property. The evidence did, however, reflect that the asking price or purchase price of the property was listed at \$119,900.00 on a plat map. There is also no evidence that the Respondents recommended that the DeGuzmans have the Lancaster property appraised prior to purchasing the property.

On the other hand, the evidence is abundantly clear that as of June 30, 1994, the Lancaster property was valued at \$12,400.00.

Consequently, the DeGuzmans relied primarily on the misrepresentations of Respondent Concepcion and her brother in deciding to purchase the Lancaster property for \$94,900.00, and therefore Respondent Concepcion, and Respondent Lynne Realty through its principal broker Respondent Concepcion, violated the provisions of HRS §467-14(1).

Next, the preponderance of the evidence also established that Respondents did not clearly inform the DeGuzmans of who Respondents represented in the Lancaster property transaction. Although Respondents received a commission from the sale of the Lancaster property to the DeGuzmans, the DeGuzmans believed that Respondents were acting on behalf of the best interests of the DeGuzmans.

Therefore, the Hearings Officer concludes that the preponderance of the evidence also established that Respondents violated the provisions of HAR §16-99-3.1(c)

B. Count II

In Count II, Petitioner charged Respondents with violating the following provisions of HRS and HAR:

- 1) HRS §467-14(1) (misrepresentation concerning any real estate transaction);
- 2) HRS §467-14(2) (making any false promises concerning any real estate transaction of a character likely to mislead another);
- 3) HRS §467-14(4) (without having obtained the written consent to do so of both parties involved in any real estate transaction, acting for both the parties in connection with the transaction, or collecting or attempting to collect commissions or other compensation for the licensee's services from both of the parties);
- 4) HAR §16-99-3(c) (being a party to the naming of a false consideration);
- 5) HAR §16-99-3(d) (failing to recommend that a survey be conducted); and
- 6) HAR §16-99-3.1(g) (acting as agent for both buyers and sellers without full disclosure).

Based upon the evidence presented at the hearing, the Hearings Officer concludes that Petitioner proved by a preponderance of the evidence that Respondents violated all of the provisions set forth above in regards to Count II.

Respondents were aware of the defects and deficiencies of the School Street property when they acted as the brokers for Mr. and Mrs. Salantes when they first purchased the property. Respondents failed to disclose the defects and deficiencies to the DeGuzmans prior to or the DeGuzmans' purchase of the property.

Moreover, the Respondents deliberately misrepresented the quality, value, and investment quality of the School Street property in order to consummate the sale of the property to the DeGuzmans, which in turn would allow the Paranadas to complete their sale of the Manuwa property to Mr. and Mrs. Salantes, and ultimately provide Respondents with

commissions from both closings, as well as the repayment of the loan Respondents made to the Paranadas.

Accordingly, the Hearings Officer concludes that the Petitioner proved by a preponderance of the evidence that Respondents violated the provisions of HRS §§467-14(1) and (2).

As to Respondents' conduct in serving as the agent for both the DeGuzmans and Mr. and Mrs. Salantes, the Hearings Officer concludes that the preponderance of the evidence established that Respondents violated the provisions of HRS §467-14(4) and HAR §16-99-3.1(g), to the clear detriment of the DeGuzmans.

Finally, the Hearings Officer concludes that the preponderance of the evidence established that Respondents violated the provisions of HAR §§16-99-3(c) and (d).

C. Count III

In Count III, Petitioner has charged Respondents with violating the following provisions of HRS and HAR:

- 1) HRS §436B-19(11) (Engaging in business under a past or present license issued pursuant to the licensing laws, in a manner causing injury to one or more members of the public);
- 2) HRS §436B-16 (failure to notify the commission within thirty days of a judgment which adjudges or finds that the licensee is civilly liable for any personal injury, property damage or loss caused by the licensee's conduct in the practice of the licensee's profession or vocation); and
- 3) HAR §16-99-3(b) (unethical practices).

Based upon the evidence presented at the hearing, the Hearings Officer concludes that Petitioner proved by a preponderance of the evidence that Respondents violated all of the provisions set forth above in regards to Count III.

First, Respondents' conduct as detailed above, clearly constitutes multiple violations of HRS §436B-19(11).

Next, Respondents violated the provisions of HRS §436B-16 by failing to inform the Commission of the DeGuzman and Tamashiro judgments.

Lastly, the Hearings Officer concludes that based upon the Respondents' egregious misconduct set out at length above, the Respondents violated the provisions of HAR §16-99-3(b).

IV. RECOMMENDED ORDER

For the reasons set forth above, the Hearings Officer recommends that the Commission find and conclude that Respondent Lynne Realty and Respondent Concepcion violated the provisions of HRS and HAR as listed below:

HRS/HAR	Count I	Count II	Count III
HRS §467-14(1)	✓	✓	
HRS §467-14(2)		✓	
HRS §467-14(4)		✓	
HRS §436B-19(11)			✓
HRS §436B-16			✓
HAR §16-99-3(b)			✓
HAR §16-99-3(c)		✓	
HAR §16-99-3(d)		✓	
HRS §16-99-3.1(c)	✓		
HAR §16-99-3.1(g)		✓	

For the violation found above, the Hearings Officer would recommend that the Commission:

- 1) revoke the real estate broker's licenses of Respondents Lynne Realty and Concepcion for a period of five (5) years; and
- 2) order Respondents Lynne Realty and Concepcion, jointly and severally, to pay a fine of \$10,000.00 within sixty (60) days from the date of the Commission's Final Order.

The Hearings Officer also recommends that the Commission require that the payment of the \$10,000.00 fine be a requirement of Respondents' relicensure, in addition to any other requirements that may be appropriate, in the event that Respondents should seek relicensure after the revocation period has been completed.

Lastly, the Hearings Officer would recommend that the Commission order Respondents to return all indicia of licensure to the Professional & Vocational Licensing Division of the Department of Commerce and Consumer Affairs, including any wall

certificates or pocket identification cards issued to Respondents indicating licensure as real estate brokers, within thirty (30) days from the date of the Commission's Final Order.

DATED: Honolulu, Hawai'i, **December 28, 2004**.



RODNEY A. MAILE
Senior Hearing Officer
Department of Commerce and
Consumer Affairs