

WISCONSIN DEPARTMENT OF REGULATION & LICENSING



Wisconsin Department of Regulation & Licensing Access to the Public Records of the Reports of Decisions

This Reports of Decisions document was retrieved from the Wisconsin Department of Regulation & Licensing website. These records are open to public view under Wisconsin's Open Records law, sections 19.31-19.39 Wisconsin Statutes.

Please read this agreement prior to viewing the Decision:

- The Reports of Decisions is designed to contain copies of all orders issued by credentialing authorities within the Department of Regulation and Licensing from November, 1998 to the present. In addition, many but not all orders for the time period between 1977 and November, 1998 are posted. Not all orders issued by a credentialing authority constitute a formal disciplinary action.
- Reports of Decisions contains information as it exists at a specific point in time in the Department of Regulation and Licensing data base. Because this data base changes constantly, the Department is not responsible for subsequent entries that update, correct or delete data. The Department is not responsible for notifying prior requesters of updates, modifications, corrections or deletions. All users have the responsibility to determine whether information obtained from this site is still accurate, current and complete.
- There may be discrepancies between the online copies and the original document. Original documents should be consulted as the definitive representation of the order's content. Copies of original orders may be obtained by mailing requests to the Department of Regulation and Licensing, PO Box 8935, Madison, WI 53708-8935. The Department charges copying fees. *All requests must cite the case number, the date of the order, and respondent's name as it appears on the order.*
- Reported decisions may have an appeal pending, and discipline may be stayed during the appeal. Information about the current status of a credential issued by the Department of Regulation and Licensing is shown on the Department's Web Site under "License Lookup." The status of an appeal may be found on court access websites at: <http://ccap.courts.state.wi.us/InternetCourtAccess> and <http://www.courts.state.wi.us/wscqa>.
- Records not open to public inspection by statute are not contained on this website.

By viewing this document, you have read the above and agree to the use of the Reports of Decisions subject to the above terms, and that you understand the limitations of this on-line database.

Correcting information on the DRL website: An individual who believes that information on the website is inaccurate may contact the webmaster at web@drl.state.wi.gov

**BY THE STATE OF WISCONSIN
BEFORE THE REAL ESTATE BOARD**

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
 : **FINAL DECISION AND ORDER**
PAMELA M. BECK, :
SCHYRITA L. WAGNER, AND :
HOME TEAM REALTY, INC., :
RESPONDENTS. : **LS0510271REB**

Division of Enforcement Case File # 02 REB 245

The parties to this action for the purpose of Wis. Stats. sec. 227.53 are:

Pamela M. Beck
8310 S 68th St.
Franklin, WI 53132

Schyrita L. Wagner
5618 S. Monaco PL
Hales Corners, WI 53130

Wisconsin Real Estate Board
P.O. Box 8935
Madison, WI 53708

Department of Regulation and Licensing
Division of Enforcement
P.O. Box 8935
Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final disposition of this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

FINDINGS OF FACT

1. **Pamela M. Beck** is a licensed real estate broker in the State of Wisconsin, holding license # 90-49149, first granted on 10/03/97. Ms. Beck's most recent address on file with the Department of Regulation and Licensing is 8310 S. 68th St., Franklin, WI 53132.

2. **Schyrita L. Wagner** is a licensed real estate salesperson in the State of Wisconsin, holding license # 94-40037, first granted on 08/23/93. Ms. Wagner's most recent address on file with the Department of Regulation and Licensing is 5618 S. Monaco Pl., Hales Corners, WI 53130.

3. **Home Team Realty, Inc.** of Franklin, Wisconsin was a licensed real estate agency in the State of Wisconsin, holding license # 91-835139, first granted on 6/2/98. The license granted to Home Team Realty, Inc. of Franklin, Wisconsin expired on 12/31/02 and it has not been renewed.

4. At all times relevant to the facts set forth below, Ms. Beck was the owner and broker/employer of Home Team Realty, Inc. of Franklin, Wisconsin, and Ms. Wagner was an employee of Home Team Realty, Inc. of Franklin, Wisconsin,

responsible for all document preparation and photocopying.

5. Ms. Beck is now the owner and broker/employer of Home Team Realty, LLC of Oak Creek, WI, holding license #91-700778, first granted on 10/1/03, and Ms. Wagner is an employee of Home Team Realty, LLC.

6. On or about June 19, 2002, Ms. Beck entered into a Residential Listing Contract-Exclusive Right To Sell agreement with Lorenzo and Joanne Gamez for the sale of their home located at 8149 W. Lakewood Lane, Franklin, WI. The list price was \$239,900.00. The Gamezes did not date their signatures on the Listing Contract and they did not receive a copy of the completed listing contract back from Ms. Beck.

7. After numerous showings with no offers being submitted, Mr. Gamez spoke with Ms. Wagner and inquired as to the progress of the sale of their home. Ms. Wagner suggested lowering the price so that the property would sell faster. Ms. Beck did not prepare an amendment of the listing contract for Mr. Gamez to sign, and Mr. Gamez did not approve the change.

8. Sometime later the original Residential Listing Contract-Exclusive Right To Sell agreement dated June 19, 2002, was photocopied and altered by Ms. Beck or Ms. Wagner as follows: Lines 39 and 40 read: "terms of the contract: From the 19th day of June, 2002, up to and including midnight of the 19th day of December, 2002". The only difference is the "19th" next to "June" is crossed out and "30" is hand written in. The initials "L.G." appear beside it. When this contract was shown to the Gamezes by the Department Investigator, they stated that they never saw the contract before, did not authorize the change and did not initial it.

9. In addition to the listing contract with the changed date of June 30, an Amendment To Listing Contract was drafted changing the list price from \$239,900.00 to a "value range" of \$227,500-\$237,500. The date 08/13/2002 is typed on the signature line. When this Amendment was shown to the Gamezes by the Department Investigator, they stated that they never saw the contract before, did not authorize the change and did not sign it.

10. Ms. Beck admitted that the reason for the new listing agreement was to obtain a new MLS number for that property to make it appear to be a new listing to prospective buyers. Ms. Beck also admitted that they routinely photocopy contracts for expeditious purposes. Ms. Beck alleges that they obtain verbal "OKs" from clients before photocopying documents.

11. Sometime in August after new information sheets were placed in the information box outside their home, the Gamezes noticed that the sheets reflected a price reduction. Mr. Gamez called Ms. Wagner and told her they did not agree to the price reduction. Ms. Wagner stated that the property would sell faster if they lowered the price.

12. In September 2002, Ms. Wagner called the Gamezes and stated again that the price should be lowered. Ms. Beck did not prepare an amendment of the listing contract for Mr. Gamez to sign, and Mr. Gamez did not approve the change.

13. On or about September 19, 2002, Ms. Beck or Ms. Wagner photocopied the original Residential Listing Contract-Exclusive Right To Sell agreement and altered it as follows: Lines 5 and 6 read: "Terms of Listing: List Price: Two Hundred Twenty Nine Thousand Nine Hundred Dollars 00/100, See Additional Provisions, Dollars(\$229,900.00)." The word "Twenty" is hand written in over an area that was whited out. The number "229" is also hand written over an area that was whited out. Besides these two hand written exceptions the rest of lines 5 and 6 are typed. The initials "JG" appear near lines 5 and 6; Lines 39 and 40 read: "Terms Of The Contract: From the 19th day of September, 2002, up to and including midnight of the 19th day of December, 2002". The difference is that the word "September" is hand written over an area that was whited out. With the exception of the hand written "September" the rest of lines 39 and 40 are typed; Line 238 under "Additional Provisions" reads: "Price Value Ranged 219,900-229,900". Again the numbers 219,900-229,900 are hand written over an area that was whited out while "Price Value Ranged" is typed. When this contract was shown to the Gamezes by the Department Investigator, they stated that they never saw the contract before, did not authorize the change and did not initial it.

14. On or about September 19, 2002, Ms. Beck drafted an Amendment To Listing Contract changing the list price from \$237,500.00 to \$229,900.00. Line 12 read: "Price is value ranged \$219,900-\$229,900". Pam Beck's signature appears on line 30 dated 09/19/2002. This Amendment shows no seller's signatures, and when this Amendment was shown

to the Gamezes by the Department Investigator, they stated that they never saw this document before and did not authorize the changes.

15. Mr. Gamez again called Re/Max Home Team and spoke with Ms. Wagner. Mr. Gamez expressed his disappointment with Re/Max Home Team for reducing the list price on his property. Mr. Gamez asked to be released from the listing contract and was told that Ms. Beck would need to charge the Gamezes for her expenses if they cancelled the contract.

16. On or about October 18, 2002, a fourth Residential Listing Contract-Exclusive Right To Sell agreement was completed by Ms. Beck. Line 5 reads: "Terms Of The Listing: List Price: Two Hundred Twenty-Nine Thousand Nine Hundred See Additional Provisions Dollars (\$229,900.00)". \$229,900.00 has a line through it and 234,900 is hand written above, and illegible initials appearing next to it; Lines 39 and 40 reads, Terms Of The Contract: From The 18th Day Of October, 2002, Up To And Including Midnight of the 18th day of January, 2003. There is a line going through "18th" and "1st" is hand written in with illegible initials appearing next to it. The word "January" has a line through it and "Dec" is hand written in with illegible initials appearing next to it. In "2003" just the "3" is crossed out and a "2" is hand written in with illegible initials appearing next to it; Line 239 reads, "Price To Be Value Ranged \$224,900-\$229,900", \$229,900 has a line through it and 234,900 is hand written in with illegible initials appearing next to the change.

17. After reviewing the listing contract dated October 18, 2002, Mr. Gamez phoned Re/Max Home Team and insisted that their listing contract be cancelled. Mr. Gamez then removed the Re/Max Home Team For Sale sign from his yard.

18. A short time later, potential buyers approached Mr. Gamez and asked if their property was still for sale. Mr. Gamez asked Ms. Beck to handle the sale.

19. On or about October 19, 2002, Ms. Beck drafted a Residential Offer To Purchase on behalf of Jeffrey and Carol Korpak. The offered price was \$225,000.00. The Gamezes accepted the terms on the Offer To Purchase and the transaction closed on December 2, 2002.

CONCLUSIONS OF LAW

A. The Wisconsin Real Estate Board has jurisdiction to act in this matter pursuant to Wis. Stat. § 452.14, and is authorized to enter into the attached Stipulation pursuant to Wis. Stat. § 227.44(5).

B. As to Respondents Pamela Beck and Schyrita Wagner the conduct described above in paragraphs 5-20 above constitutes a violation of:

1. Wis. Admin. Code § RL 15.02(1), by failing to provide the Gamezes complete copies of completed signed documents.
2. Wis. Admin. Code § RL 24.03(2)(b), and Wis. Stat. §§ 452.14(3)(i), and 452.14(3)(k), by photocopying contracts with signatures, and by whiting out information on the contract, and adding new information.
3. Wis. Admin. Code § RL 24.03(2)(b), and Wis. Stat. §§ 452.14(3)(i), and 452.14(3)(k), by initialing change the contract using the Gamezes' initials without their knowledge or consent.
4. Wis. Admin. Code § RL 24.04(1), by obtaining a new MLS number by misrepresenting the property as a new listing.
5. Wis. Stat. §§ 452.133(1)(a), 452.133(1)(b), 452.133(2)(a), by failing to provide brokerage services to all parties to the transaction honestly, fairly and in good faith, by failing to diligently exercise reasonable skill and care in providing brokerage services to all parties, and by failing to loyally represent the client's interests by placing the client's interests above the interests of any other party.

C. As to Respondent Pamela Beck the conduct described above in paragraphs 5-18 above, constitutes a violation Wis. Admin. Code §§ RL 17.08(1), and RL 17.08(2), by failing to properly supervise the activities of salesperson Schyrita Wagner.

D. Respondent Home Team Realty, Inc. of Franklin, WI no longer holds a current license.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

I. **Pamela M. Beck**, real estate broker's license #90-49149 be **SUSPENDED** for a period of thirty (30) calendar days commencing on November 19, 2005 and ending on December 18, 2005. During that period she shall not engage in the practice of real estate. Listings made prior to the date of the suspension, and long-term advertisements such as Yellow Pages listings, need not be cancelled.

II. **Schyrita L. Wagner**, real estate salesperson's license #94-40037 be **SUSPENDED** for a period of thirty (30) days commencing on December 19, 2005 and ending on January 17, 2006. During that period she shall not engage in the practice of real estate. Listings made prior to the date of the suspension, and long-term advertisements such as Yellow Pages listings, need not be cancelled.

III. **Pamela M. Beck**, within 6 months of the date of this Order, successfully complete the following courses:

a. business ethics class of the broker's course or an equivalent course on business ethics of at least 4 hours;

b. real estate contracts class of the broker's course or an equivalent course on real estate contracts of at least 4 hours; and submit proof of the same in the form of verification from the institution providing the education to the address stated below. None of the education completed pursuant to this requirement may be used to satisfy any continuing education requirements that are or may be instituted by the Board or the Department of Regulation and Licensing.

IV. **Schyrita L. Wagner**, within 6 months of the date of this Order, successfully complete the following courses:

a. business ethics class of the salesperson's course or an equivalent course on ethical real estate practices of at least 4 hours;

b. real estate contracts class of the salesperson's course or an equivalent course on real estate contracts of at least 4 hours; and submit proof of the same in the form of verification from the institution providing the education to the address stated below. None of the education completed pursuant to this requirement may be used to satisfy any continuing education requirements that are or may be instituted by the Board or the Department of Regulation and Licensing.

V. Respondent **Pamela M. Beck** shall, within 60 days of the date of this Order, pay a **FORFEITURE** in the amount of \$1,000.00.

VI. Respondent **Schyrita L. Wagner** shall, within 60 days of the date of this Order, pay a **FORFEITURE** in the amount of \$1,000.00.

VII. Respondents shall jointly and severally within 60 days of the date of this Order, pay **COSTS** of this proceeding amount of \$3,019.85. Payment of costs, as well as forfeitures, shall be made payable to the Wisconsin Department of Regulation and Licensing, and mailed to:

Department Monitor
Division of Enforcement
Department of Regulation and Licensing
P.O. Box 8935, Madison, WI 53708-8935
Telephone (608) 267-3817, Fax (608) 266-2264

VIII. The Department may conduct one or more unannounced inspections of Home Team Realty, LLC of Oak Creek to verify that neither Ms. Beck nor Ms. Wagner engages in the practice of real estate during the periods of their respective suspensions.

IX. In the event either Respondent fails to timely submit any payment as ordered, fails to complete education as ordered or fails to cease practicing real estate during the time her license is suspended, or for any other violation of the terms of this Order such violation may be construed as conduct imperiling public health, safety and welfare and the Respondent's license SHALL BE SUSPENDED without further notice or hearing, and SHALL REMAIN SUSPENDED until Respondent has complied with the terms of this Order. The Board in its discretion may in the alternative impose additional conditions and limitations or other additional discipline for a violation of any of the terms of this Order.

X. Case # 02 REB 245 is hereby closed without further action against respondent Home Team Realty, Inc. of Franklin, WI.

XI. This Order is effective on the date of its signing.

WISCONSIN REAL ESTATE BOARD

By: Richard Kollmansberger
A Member of the Board

10/27/05
Date