### WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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#### STATE OF WISCONSIN BEFORE THE REAL ESTATE BOARD

### IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST

DARRELL W. FULLER,

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90 REB 168

Respondent.

#### FINAL DECISION AND ORDER

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

Darrell W. Fuller 783 Katherine Drive Sun Prairie, WI 53590

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

Division of Enforcement
Department of Regulation and Licensing
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 decision 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. Darrell W. Fuller (d.o.b. October 13, 1946) is duly licensed in the state of Wisconsin as a real estate salesperson (license #27169). This license was first granted on August 6, 1987.
- 2. Darrell W. Fuller's latest address on file with the Department of Regulation and Licensing is 783 Katherine Drive, Sun Prairie, Wisconsin 53590.
- 3. Verne A. Anderson and his wife, Marianne Anderson, reside at 5310 Whalen Road, Madison, Wisconsin, and they are building contractors by occupation, doing business as Anderson Construction.

## COUNT ONE (Wolfgram Documents)

- 4. On or about July 27, 1989, Darrell W. Fuller, hereinafter the Respondent, presented a Residential Offer to Purchase document to Verne and Marianne Anderson which called for them to buy land and build a home on Lot 14, Brynewood Street, Fitchburg, Wisconsin for a third party, Victor Wolfgram. The Residential Offer to Purchase document is dated July 26, 1989, and is purportedly signed by Victor Wolfgram. A copy of the Residential Offer to Purchase document is attached as Exhibit 1 and is incorporated herein by reference.
- 5. No listing agreement existed between Respondent and Verne and Marianne Anderson for the property in question, hereinafter referred to as the Wolfgram offer, and the offer itself (Exhibit 1) is silent as to whom the Respondent

owed agency duties. However, for purposes of this Stipulation the Respondent stipulates that he was acting as agent for the Andersons.

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- 6. The Residential Offer to Purchase (Exhibit 1) at Line 12 indicates that the Respondent received \$1,000.00 in earnest money from Victor Wolfgram as part of the offer. At least in part relying upon the earnest money, Verne A. Anderson accepted the Wolfgram offer on July 27, 1989. No earnest money was in fact received by Respondent in conjunction with the Wolfgram offer.
- 7. When presenting Exhibit 1 to Verne A. Anderson, Respondent indicated that Victor Wolfgram desired some changes to the existing construction plans for the house to be built at Lot 14, Brynewood Street, Fitchburg, Wisconsin. In response to this request, Verne A. Anderson made the desired changes on July 27, 1989, and presented the revised plans to Respondent for him to obtain the approval of Victor Wolfgram. A copy of the customized plans (sheets 1-7) prepared by Verne Anderson for Victor and Betty Wolfgram is attached as Exhibit 2 and is incorporated herein by reference.
- 8. Approximately two to three weeks after Verne A. Anderson gave the revised plans to Respondent, they were returned by Respondent purportedly approved by Victor Wolfgram as verified by Victor Wolfgram's purported signature on sheets 1 through 7 of the customized plans (Exhibit 2). Respondent in fact signed Victor Wolfgram's name to these changes.

- 9. Pursuant to and in reliance on the purported contract with Victor Wolfgram (Exhibit 1) and Victor Wolfgram's approval of the revised construction plans (Exhibit 2), Verne A. Anderson began construction of the house.
- 10. There is conflicting evidence as to whether Victor Wolfgram is a real or fictitious person. Respondent maintains that Victor Wolfgram signed Exhibit 1 but that Respondent signed Victor Wolfgram's name, with his permission, on Exhibit 2, the customized construction plans. Respondent's office manager at REMAX in July 1989, Allene Gaurley, in a recent interview with Respondent's counsel, Attorney Daniel P. Dunn, indicated that she recalls that there was a Wolfgram file in the office and that it disappeared. Further, she recalls that there were telephone calls to REMAX from a person purporting to be Victor J. Wolfgram during that period of time. Jeffrey Fuller, a real estate licensee and son of the Respondent, has signed an affidavit indicating that during the relevant time period while he was working in the driveway at Respondent's home, a person drove up, identified himself as Victor, and left a set of construction plans with Jeffrey Fuller to be given to Respondent.
- 11. Other handwriting analysis evidence concludes that the documents in question (Exhibits 1 and 2) were signed by the same person, not Victor Wolfgram but rather the Respondent. On January 8, 1990, Respondent had 500 business cards prepared by Quality Printing and Typesetting of Sun Prairie, Wisconsin, which purport to belong to Victor (Vic) J. Wolfgram. The order to prepare these business

cards was placed by Respondent. A copy of the business card Respondent had prepared is attached as Exhibit 3 and is incorporated by referenced. All additional efforts of the parties to find and/or identify Victor Wolfgram produced no evidence that the person existed.

12. For purposes of this Stipulation, Respondent concedes that a preponderance of the evidence shows that Victor J. Wolfgram is a fictitious person, and the Respondent concedes that Victor J. Wolfgram is a fictitious person.

## COUNT TWO (Dettwiler Document)

- 13. On or about January 14, 1989, Respondent entered into a Residential Listing Contract-Exclusive Right to Sell agreement with Keith and Barbara Dettwiler for the sale of their property known as 924 Liberty Drive, DeForest, Wisconsin. Respondent was thus the agent for Keith and Barbara Dettwiler who in turn were his principals. A copy of the Residential Listing Contract-Exclusive Right to Sell agreement is attached as Exhibit 4 and is incorporated herein by reference.
- 14. On or about January 14, 1989, Respondent prepared a Seller's Condition Report for the Dettwiler property. The signature purporting to be that of Keith Dettwiler on the document is alleged to have been a forgery made either by or at the direction of the Respondent. A copy of the Property Condition Report is attached as Exhibit 5 and is incorporated herein by reference. With respect to this report, note that the depositions of Keith and Barbara Dettwiler have been taken and both made

statements under oath. Both agreed that Respondent was their agent. Keith Dettwiler identified Exhibit 5 and stated that with the exception that the report listed the property as three years old, the Property Condition Report properly set forth the condition of the property, that he recalled going over and discussing each item with Respondent, and that if he did not sign the document, it was signed by Respondent with his knowledge if not his specific consent. Further, it is hereby stipulated that the Property Condition Report indicating the property is three years old was merely an updated version of a prior report made by the principals and was created because of the new listing contract of January 14, 1989.

- 15. On or about January 28, 1989, Respondent prepared a Residential Offer to Purchase document for the Dettwiler property on behalf of John H. and Victoria L. Mueller. A copy of the Residential Offer to Purchase document is attached as Exhibit 6 and is incorporated herein by reference.
- 16. On January 29, 1989, the above offer to purchase was countered by Keith Dettwiler. The signature purporting to be that of Keith Dettwiler on the Counter Offer was not the signature of Keith Dettwiler but rather was the signature of his agent, Respondent, signed with his knowledge. Keith Dettwiler swore under oath that he was familiar with the purchase and sale of real estate, that he has been involved in real estate transactions for some years, that he is in the middle of transactions on a constant basis, and that he knows that the Counter Offer was

completed on January 29, 1989. A copy of the Counter Offer dated January 29, 1989, is attached as Exhibit 7 and is incorporated herein by reference. He testified that on January 29, 1989, he received a telephone call from Barbara. He was told that Respondent had received an offer, that it would lapse at 6:00 p.m., and that he should call Respondent. He spoke telephonically with Respondent. He discussed terms and told Respondent to make a Counter Offer. Although he did not specifically tell Respondent to sign his name, he knew Respondent had signed his name. He received telephonic confirmation later that evening that a deal was accepted. Further, Keith Dettwiler stated that Respondent was his agent, that he had no complaints with the way the transaction was handled, that Respondent acted in his best interests the whole time, and that he knew that Respondent was signing documents on his behalf. Keith and Barbara Dettwiler knowingly allowed Respondent to affix their names to documents. They ratified said signatures. The Respondent's actions were not done with intent to defraud the principals.

17. That Respondent did in fact obtain the signature of Barbara Dettwiler on a Counter Offer at the closing, that Barbara Dettwiler did identify her signature on that document in a sworn deposition, and that Keith Dettwiler did state that his wife, Barbara, signed the Counter Offer at the closing. A copy of the signed Counter Offer dated January 29, 1989, is attached as Exhibit 8 and incorporated herein by reference.

### COUNT THREE (Knorr Document)

- 18. In the latter part of 1988, Verne Anderson requested Respondent to obtain a document for his accountant so that the accountant could know the correct amount of income from the sale of a 1988 Parade home built by Anderson. The document sought was to verify that Verne Anderson had written a check to Anchor Real Estate in the amount of \$13,800.00 at the closing of the Parade home's sale (Egersberger).
- 19. Both Verne and Marianne Anderson testified in sworn depositions that Respondent was not nor was he ever authorized to act as their agent, nor were Verne or Marianne Anderson Respondent's principal. In the latter part of December 1988, Respondent presented Verne and Marianne Anderson with a letter purportedly signed by Karen Knorr in her capacity as vice president of Anchor Real Estate acknowledging receipt of the \$13,800.00 check. A copy of the letter purportedly signed by Karen Knorr is attached as Exhibit 9 and is incorporated herein by reference.
- 20. The above letter (Exhibit 9) was not signed by Karen Knorr. The document was signed by Respondent. Karen Knorr has indicated that Respondent did not have her authority to sign the document. The Respondent's position is that he signed the document with Knorr's knowledge and the document accurately reflected

the facts. For purposes of this Stipulation, Respondent concedes that the document was signed without Knorr's knowledge.

21. The document sought, i.e., the verification letter that a check had been written to Anchor Real Estate in the amount of \$13,800.00, accurately reflected these facts. Further, at the time the document was presented by Respondent to the Andersons, the Egersberger transaction had been completed and the Respondent had concluded his duties relative to representation of his principal(s) pursuant to that contract.

## COUNT FOUR (False Swearing)

- 22. On or about October 2, 1991, in Dane County Circuit Court, Branch 5, state of Wisconsin, during a preliminary hearing before the Honorable Robert R. Pekowsky regarding the civil suit of Verne A. and Marianne Anderson, d/b/a Anderson Construction, plaintiffs, v. S. Darrell Fuller and Ronald Stauter, d/b/a REMAX Associates, defendants, Case No. 91-CV-132, Respondent responded to the court's inquiry as to his level of education as follows: "I graduated from the University of Wisconsin in computer science." A copy of the applicable portion of the transcript of excerpt of proceedings in Case No. 91-CV-132 is attached as Exhibit 10 and is incorporated herein by reference.
- 23. On or about April 16, 1992, in the deposition of Darrell Fuller, Case No. 91-CV-132, Andersons, et al. v. Fuller, et al., while under oath or affirmation,

Respondent falsely portrayed his educational background. A copy of the applicable portion of the transcript of Respondent's deposition in Case No. 91-CV-132 is attached as Exhibit 11 and is incorporated herein by reference.

- 24. Respondent has never been admitted or enrolled at the University of Wisconsin Madison. A copy of the records custodian certification to that effect is attached as Exhibit 12 and is incorporated herein by reference.
- 25. Respondent's false statement was neither made to a broker, principal, agent, or any party to a real estate transaction nor was it made in furtherance of or in an attempt to garner real estate business or to influence any person, agent, or principal to do any act related to the practice of real estate.
- 26. Respondent's statements were untrue, knowingly made, and made under oath (Exhibit 12).

#### **CONCLUSIONS OF LAW**

- 1. By the conduct described above, Respondent is subject to disciplinary action against his license to practice as a real estate salesperson in the state of Wisconsin, pursuant to sec. 452.14, Wis. Stats., and ch. RL24, Wis. Adm. Code.
- 2. The Wisconsin Real Estate Board is authorized to enter into the attached Stipulation pursuant to sec. 227.44, Wis. Stats.
  - 3. Respondent Darrell Fuller has violated:

## COUNT ONE (Wolfgram Document)

a. By affixing the signature of Victor J. Wolfgram on Exhibits 1 and 2, without said approval and consent of Victor J. Wolfgram, by presenting these documents to Verne and Marianne Anderson, d/b/a Anderson Construction, by continuing to treat the contract as genuine, and by not disclosing the fact that \$1,000.00 of earnest money had not been received contrary to the contract, Wis. Stats. secs. 452.14(3)(d) and 943.38(1)(a), and sec. RL24.17(3), Wis. Adm. Code.

# COUNT TWO (Dettwiler Document)

b. Count Two shall be dismissed.

### COUNT THREE (Knorr Document)

c. Although no agency relationship was in existence between the Andersons and Respondent and the contract in question had been closed prior to December 22, 1988, by Respondent's act of signing Karen Knorr's name to the letter of December 22, 1988, and presenting it to the Andersons for purposes other than real estate services, Wis. Stats. sec. 452.14(3)(k).

### (False Swearing)

d. By making the aforementioned statements relative to his educational background while under oath or affirmation which he knew to be untrue and when such oath or affirmation was authorized or required by law or by a public officer or governmental agency as a prerequisite to such officer or agency taking some official action, Wis. Stats. sec. 946.32, and sec. RL24.17(1), Wis. Adm. Code.

#### NOW THEREFORE, IT IS HEREBY ORDERED that:

- 1. The attached Stipulation is accepted.
- 2. Darrell W. Fuller's real estate salesperson's license number 27169 is hereby suspended for a period of one year effective as per this Order.
- 3. Respondent must, prior to reinstatement, attend a series of real estate ethics courses and complete nine credits during his year of suspension.
- 4. Respondent shall also pay the costs associated with this proceeding in the amount of \$ 3500. —, said costs shall be paid in full prior to reinstatement.
- 5. If Respondent has not complied with the educational and financial requirements under this order, the Respondent's suspension will be automatically extended until such time as he has complied with this Order.

- 6. After Respondent has complied with this Order and if he has done so within one year, Respondent's real estate salesperson's license shall be reinstated with payment of the appropriate costs thereof.
  - 7. That investigative file 90 REB 168 be, and hereby is, closed.

The rights of a party aggrieved by this Decision to petition the Board for rehearing and to petition for judicial review are set forth on the attached "Notice of Appeal Information."

This Order shall become effective ten (10) days following the date of its signing.

WISCONSIN REAL ESTATE BOARD

BY:

A Member of the Board

1/25/96 Date

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#### STATE OF WISCONSIN BEFORE THE REAL ESTATE BOARD

## IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST

DARRELL W. FULLER,

90 REB 168

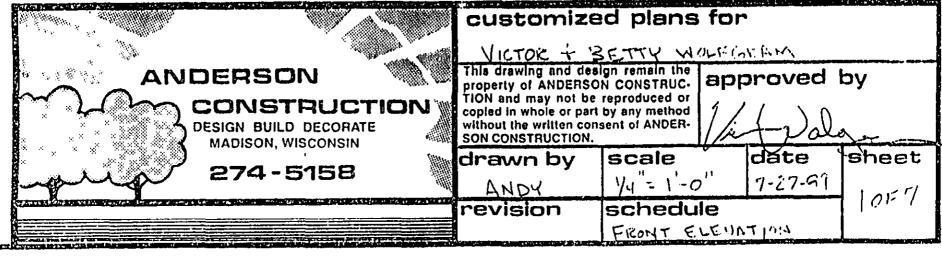
Respondent.

## INDEX TO EXHIBITS TO FINAL DECISION AND ORDER

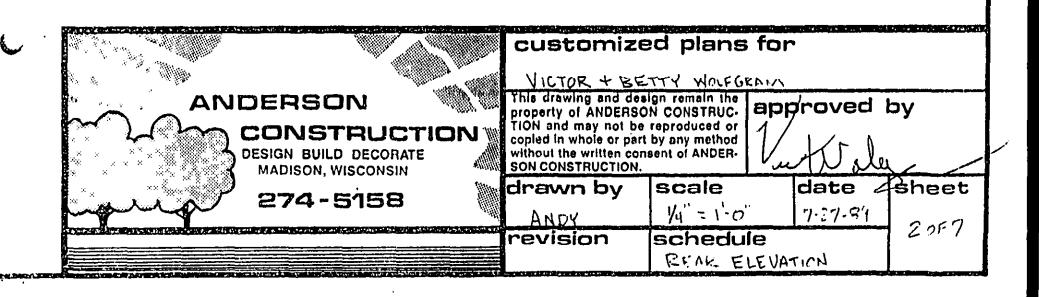
Exhibit No.	Description
1	Wolfgram Offer to Purchase
2	Wolfgram Plans
3	Business Card
4	Dettwiler Listing Agreement
5	Dettwiler Condition Report
6	Dettwiler Offer to Purchase
7	Dettwiler Counter Offer (unsigned)
8	Dettwiler Counter Offer (signed)
9	Knorr Letter
10	Fuller's Testimony Excerpt, Case No. 91-CV-132
11	Fuller's Deposition Excerpt, Case No. 91-CV-132
12	Letter from University of Wisconsin Systems

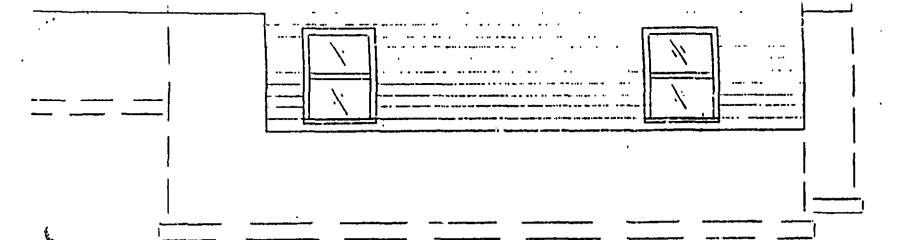
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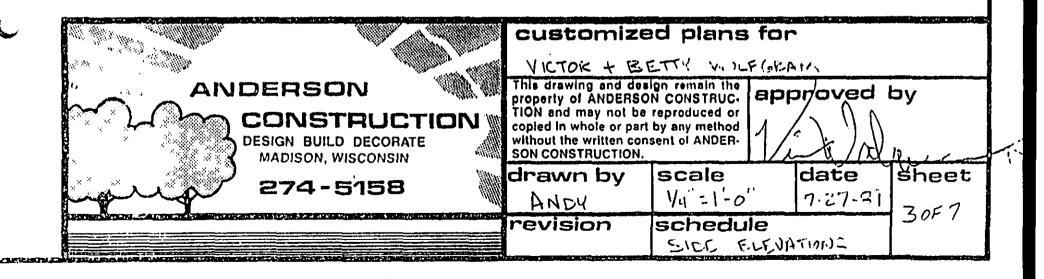


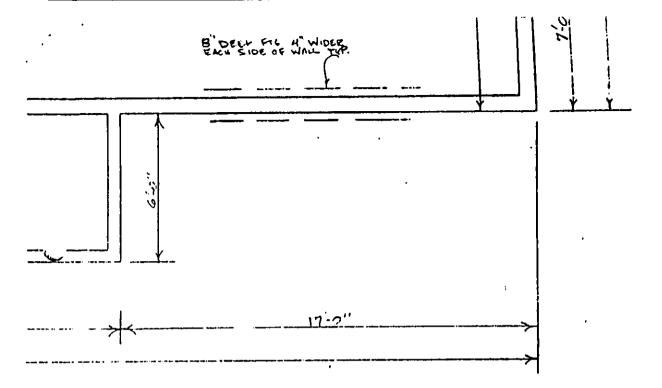
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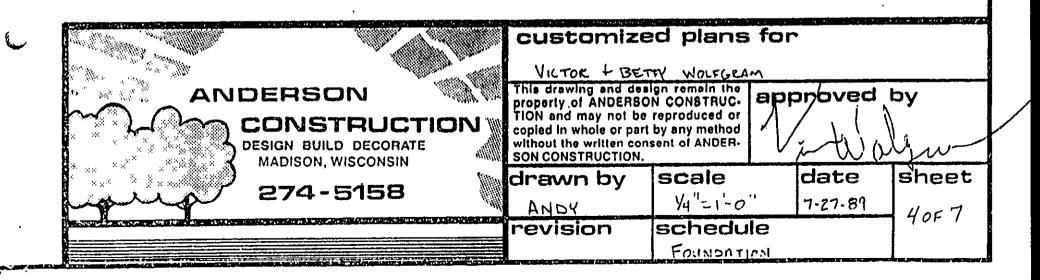


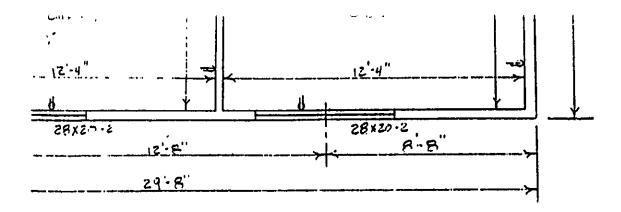


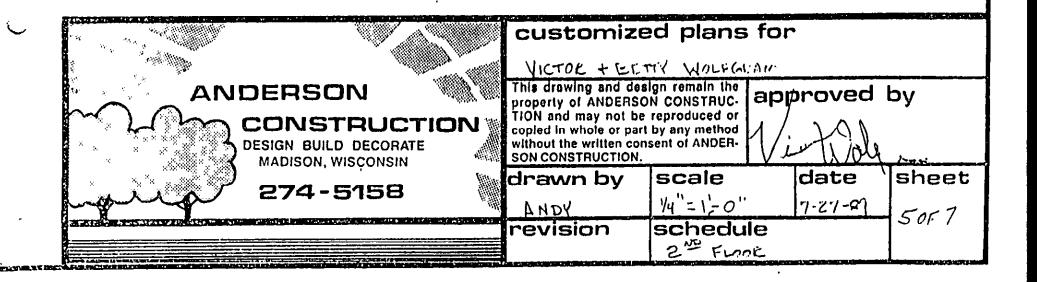
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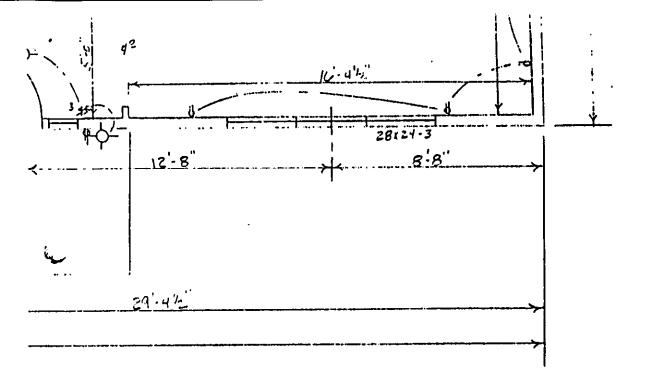


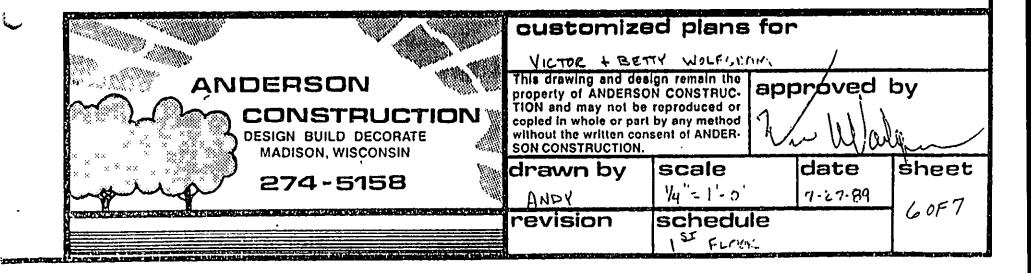


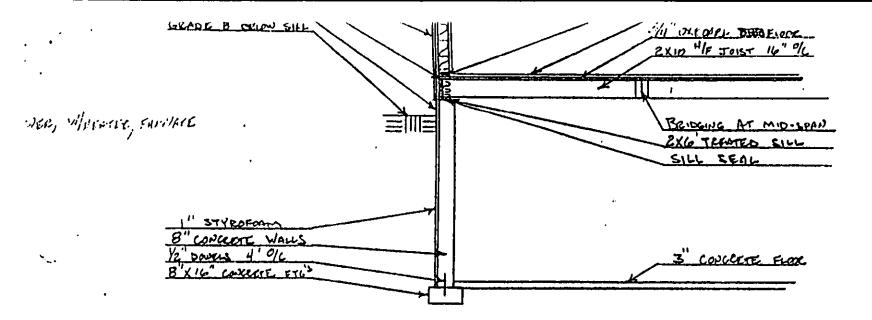




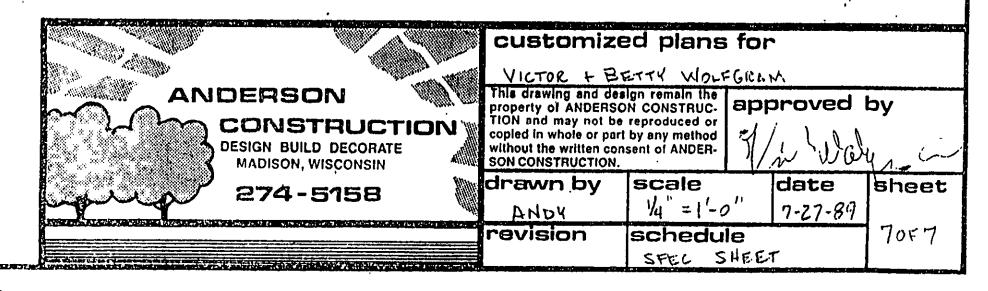


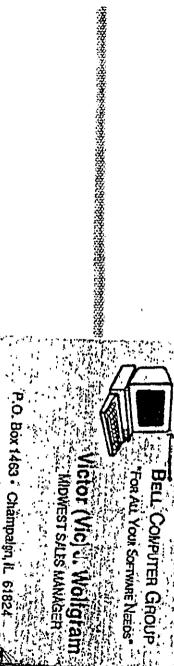






TYPICAL WALL SECTION





BELL COMPUTER GROUP.

AND THE PROPERTY OF THE PARTY O

P.O. Box 1463 • Champalgn, IL 61824

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#### WB-1 RESIDENTIAL LISTING CONTRACT-EXCLUSIVE RIGHT TO SELL

MLST 109 232

AGREEMENT made between the undersigned real estate Broker and the undersigned Seller.

Seller gives Broker the sole and exclusive right to procure a purchaser for the property described below at the price and upon the terms set forth in this con

If a purchaser is procured for the property by Broker, by Seller, or by any other person, at the price and upon the terms set both in this contract, or at any price or upon any other terms accepted by Seller during the term of this contract, or if a binding exchange agreement is entered into or an option who subsequently exercised is granted during the term of this contract, Seller agrees to pay Broker a commission as set forth in this contract regardless when 6 transaction closes.

′	If, as to the property or any part of it, a purchaser is procured, a binding exchange agreement is entered into, or an option which is subsequently exercis-
8	granied, within six months after the expiration of this contract to any person or to anyone acting for any person with whom Seller, Broker or any of Broker's ac
9	negotiated or personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has submitted to Self-writing by personal delivery or by depositing, postage or fees prepaid, in the United States mail or a commercial delivery system, not later than 24 hours after
ĭ	writing by persons believely on by depositing, pussage or test preparation in this contract, and the investment of this contract, Seller agrees to pay Broker the paymission set (orth in this contract, a writing office to purchase submitted to Seller or deep negotia-
2	between Seller and purchaser during the term of this listing shall constitute the notice required on fixes 7 to 11 without further notice to Seller.
3	(Seller warrams) [Bap dated indicates) the property (et/(is not) located in a flood plain (Strike as applicable).
14	Seller warrants and represents to Broker and buyer that Seller has no notice or knowledge of anno
5	
16	(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.
-	(b) government agency or court order requiring repair, attention, or correction of any existing condition.
17 18	(c) underground storage tanks or any structural, mechanical, or other detects of material significance affecting the property, including but not limited
19	inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsale well water according to state standards, and presence of any dangenous or took materials or conditions affecting the property.
20	· · · · · · · · · · · · · · · · · · ·
	(d) wetland and shoreland regulations affecting the property (Caulion; see maps).
21 22	EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 13 TO 20:
23	
24	WARNING: IF SELLER WARRANTIES AND REPRESENTATIONS ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AT
25	COSTS.
26	Saffer shall promptly disclose to Broker any facts or circumstances that would modify the above representations and warranties. Seller is aware that Broker
27	required by stabilizer to disclose requests in stable or circumstances that mount mount mount are according to the control of
28	Any offer submitted shall be deemed to corroby with the terms of this agreement if it includes, in addition to the terms herein contained, in substance, any of the
29	provisions set torth on lines 96 to 133 of this squeement.
30	In consideration for Selliar's agreements herain Broker agrees to list and use reasonable efforts to procure a purchaser for the property, including but not limite:
31	In consideration for Seller's agreements herein Broker agrees to list and use reasonable efforts to produce a purchaser for the property, including but not limited to the following: AACHOR ADUERTISING, SIGN 1 MLS
32	
33	Seller authorizes Broker and Broker agrees to cooperate with other Brokers, including allowing other Brokers to act as Seller's subagents, except:
34	
35	Seller agrees to include in the listing price such of the following items as may be on the property which will be delivered free and clear of encumbrances: at
36	fatures; all garden bulbs, plants, shrube and trees; screen doors and windows; electric lighting sinkures; window shades; curtain and (toverse rods; blinds and
37 38	shurters; central heating and cooling units and attached equipment; water heaters and softener; sump pump; attached or fitted floor coverings; swnings; exterior attached aniennas and component parts; garage door opener and remote control; installed security systems.
38	ADDITIONAL TIEMS INCLUDED IN THE SALE: LYNC ROLLI AUE / LIVIUG ROOM DRAPET & KITCHEV
40	The state of the s
44	
42	ITEMS NOT INCLUDED IN THE SALE: STOUR ROTTING WASHER, WAYER
43	
44	
45	The street address of the groperty is: 924 Li GERTY PR
46	in the UNIACE of 1 TEOR ST County of DANE Wisconsin, more particularly described as
47	LOT 87 LIBERT WAND
48	LISTED PRICE: SQ LO TO SE PHOLISON SE SE LUG DOITARS (5 TO 900)
4B	MINIMUM EARNEST MONEYS 1,000 WITHIN 3 DAYS OF ACCEPTANCE WHICH WILL
50	BE RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER.
51	TERMS: Cash at closing or
52	OCCUPANCY DATE: CLASING OCCUPANCY CHARGE I Soller occupies after dosing S per day
53	ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE)\$
54	CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: NONE
55	Seller shall, upon payment of the purchase price, convey the property by warrantly deed, or other conveyance provided herein, free and clear of all tiens and
56	encumbrances, excepting: municipal and zoning ordinances, recorded examines for public utilities serving the property, recorded building and use restrictions and
57	Orvenants, peneral taxes levied in the year of closing and
58	
59	provided none of the toregoing prohibit present use, and Seller shall complete and execute the documents necessary to permit recording the conveyance.
60	(WARNING: Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property. Consideration should
81	also be given to the requirements of DILHR's rental weatherization program if the property will not be occupied by Buyer.)
62	BROKER'S COMMISSION, PAYABLE IN FULL WHEN BARNED, BUT NO CALER THAN AT COUSING, STALL BE
63	OF THE FOLLOWING OR, Whichever is greater.
64 65	(a) The asset price:  (1) If a purchaser is procured in accordance with the terms of this agreement, or,
66	(2) If the property is exchanged.
67	(b) The sales price if an offer is accepted which creates an enforceable contract for the sale of all or any part of the property.
68	(c) The sales once set forth in an ootion if the ootion granted is exercised.
69	Within one west from the date of this agreement Seller will provide Broker a written list of all persons whose procurement as purchase would earn another
70	broker a commission under a prior listing contract. Broker is not entitled to a commission if the property is sold, exchanged, or optioned to any person on such list,
71	to the extent of the prior broker's rights, or to any of the following persons designated by Seller:
72	
73	SPECIAL PROVISIONS: 1000
74	
75	1/ mm// nume = 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/
76	UP TO AND INCLUDING MIDNIGHT OF THE except this Contract is extended through the closing or other termination of any transaction under which Broker same a commission under lines 3 to 12 hereof for
77	
78 79	
80	Operation day of Anni Linday
	A. D. S. W. H. W.
81	Broker/Frm HICHOR TSQL CSTATE; Setter Seller Seller
	4210 E. (1) ASHINGTON Rochald Nothing
82	Select Distriction Select Distri
61	
/ 1 /	/ 7 LA TX A A A A A CONTRACTOR AND A CON

	THEN TOWN MOOT DE COMMENDED BY THE OWNER	
	Property 924 LIBERTY DR DetoRes	
.er	Listing Sales Associate Jane 20 Te. Oles	ANCHOR
formation		REAL ESTATE SERVICES
	Present address 924 48927 Home Phone	•
	Type of property House	-
	Social Security # Social Security #	•
Property	Title: How held	
Information	AbstractTitle Policy Name of Compan	у
	Mortgagee Approx. Bal. Interest Rate Second Mortgage (or other debt)	
	Survey? Flood Plain?	<del> </del>
	Joint driveway or easements? 100	
	Directions to property	
Components & Conditions	To effectively market and accurately represent the condition of the	
3311011220113	our sales associate must ask the seller the following questions:	de above property,
	1.a) Are there any existing problems with, or defects in, the following	wing commonents
	of this property? YES NO N/A	
	Roof Plumbing & Fixtures	YES NO N/A
	Chimney Appliances	
	Basement Foundation Disposal Reating/Furnace Vent Fans	
	Air Conditioning Swimming Pool Components	
	Electronic Air Filters Fireplace	/_
	Humidifiers Garage Door Opener Water Heaters Sump Pump	¥ ·
	Water Heaters Sump Pump Softner Dead Trees	— — <del>"</del>
	Well/Water System Ext. Paint/Siding	
	Septic/Sewer System Bath & Shower Electrical System Windows/Storms/Screens	
	Electrical System Windows/Storms/Screens Basement Wet Basement Leaks	<del>-                                    </del>
	b) Do you know of any wood rot?	
	c) What is the age of roof? 3 What is the condition d) Any remodeling or additions that may have changed the original	
•	e) If there was any remodeling, etc. was it done with the benefit	of a building perm
	Yes No f Who did the work?	
	f) lias there ever been a fire? Yes No lias there ever been a flood? Yes No lias there ever been a s	a Freeze out?YesN
	h) What type of heating (gas) oil, coal, wood, propane) is in this bui	
	i) Any additions to the original installation? Yes_No_If any, w	as work done by a
	licensed contractor with benefit of permit?Yes No .  j) Number of stacks attached to single flue?	
	k) Do you have a woodburning stove, natural fireplace insert.etc.	? Yes_ No.
	1) Which do you have . Was it part of the original instant part of the ori	llation?YesNo
	m) If not, was it installed by a licensed contractor with benefit n) If yes on d,f,g,i, explain	vot bermitiisesNo
	n) II yes on d, I, g, 1, explain	
	2. Is home insulated? Yes Sidewalls Ceiling Type of insulati	on FIRELOLASS
	Has urea-formaldehyde foam insulation ever been installed in H	lome? No
	Is it present today?	
	3. Are there any unpaid assessments? Yes_ No L Explain	
	-0. V	, ,
	Do you have any notice of any future assessments? Yes No Do you have any knowledge of any possible contemplated assessments.	ents?Yes No
	Do you wish to have this property registered for a "Home Warra	inty" policy?
	Yes No/ Are there any problem areas, including interior	and exterior of
	this property, not covered by the questions above? YesNo	<del></del>
	Explain  Are you a licensed real estate agent?	
	Places list all persons on the title who are not U.S. citizens	
	llas any work been done in the past 6 months on this home?	
	I/WE UNDERSTAND THAT THE FORECOING INFORMATION SHEET IS DESIGN	ED TO DISCLOSE
	TO A PROSPECTIVE PURCHASER ALL DEFECTS AND LEGAL ENCUMBRANCES WOULD BE OF USE TO A PROSPECTIVE PURCHASER IN MAKING A DECISIO	WHICH INFORMATION N TO PURCHASE
	THIS PROPERTY. I/WE AGREE TO PROMPTLY NOTIFY ANCHOR REAL ESTA	VIE
	SERVICES IN THE EVENT ADDITIONAL INFORMATION COMES TO MY/OUR A	TTENTION OR IF
	ANY MATERIAL CHANGES OCCUR IN THE CONDITION OF THIS PROPERTY.	
	Dated: /-14-87 SellerSeller	
	A 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
	I/WE ACKNOWLEDGE RECEIPT OF THIS SELLER'S PROPERTY DISCLOSURE	STATEMENT, INCLUDI
,- · ·	ADDITIONAL EXPLANATIONS, IF ANY, ATTACHED HERETO.	
EXHIBIT )	ADDITIONAL EXPLANATIONS, IF ANY, ATTACHED HERETO.  - (Y-Dated: Xeeth Valley Chaser: Purchaser:	•
	Dated:   Putte ( ) Dutte (	

#### WB-11 RESIDENTIAL OFFER TO PURCHASE

Sun Prairie,	, Wisconsin,	January 28th,	
THE BROKER DRAFTING THIS OFFER IF ACCEPTED, THIS OFFER CAN CRESHOULD READ THIS DOCUMENT CAREFULLY AN	IS THE AGENT OF ATE A LEGALLY EI O UNDERSTAND IT BEFO	NFORCEABLE CON RESIGNING.	CESTANK as applicable). TRACT, BOTH PARTIE
The undersigned Buyer, <u>John R. and I</u> hereby offers to purchase the property known as (Stre	ictoria L. Mueller	(Kusband and Wi	fe)
in the VILLage of Deforest	County of	Dane	
more particularly described as: Liberty Lar			
at the price of _Seventy-Four Thousand Dolland on the terms and conditions as follows:			
and on the terms and conditions as follows:  Earnest money of \$ 500,00 in the for  Withour of \$ x x x x x x x x x x x x x x x x x x	m ofCheck	xterriocect y	mas kanidabk salioodsalii
		an	o the balance isticaso at closic
Failure of Buyer to make earnest money payment to be held in solling broker's trust account prior to account	ceptance of offer and ther	Seller's option. Earnest : realter in listing broker's	money, if held by broker, shi is trust account until applied
the purchase price at closing or disbursed as provided TIME IS OF THE ESSENCE AS TO: ADDITION	IAL EARNEST MONEY	PAYMENT, ACCEPTA	NCE, LEGAL POSSESSIO
OCCUPANCY, DATE OF CLOSING AND AS TO ALL	DATES INSERTED IN THE	s offer except:	<del></del>
THE BUYER'S OBLIGATION TO CONCLUDE OF THE FOLLOWING (II none, so state.) This offer is contingent upon the b	THIS TRANSACTION I	S CONDITIONED UP	ON THE CONSUMMATIC
or the purchase price with an initi	al interest rate d	of not more than	10kg nar annum
amortized over not less than 30 yes of not more than \$531.00. The mort	rs, with initial m	conthly principal	and interest payme
years. Buyers agree to pay all cos	t of securing fins	incing. Morteage	shall have no
prepayment penalty. A copy of the seller within 25 working days from	acceptance of this	offer. If any	of the contingencia
in this offer cannot be met then th	ei offer shall be	null and void an	d the earnest money
eturned to the buyer and the buyer property. This offer further subje	ct to buver, at bu	vers expense ob	taining within 14
days of acceptance of this offer a	<u>satisfactory repor</u>	t from a home in	spection service
or a person of buyers choice. If b sole discretion, then upon written	notice thereof ro	seller, this off	er shall he null
and void and all earnest money paid	hereunder shall h	e returned forth	with to haver
This offer further subject to a suc 245 N. Grandview, Waykesha, Wiscons	essiuli closing of in 53188 to Travel	ers Relocation C	ompany of or before
March 10th, 1989			
Buyer agrees that unless otherwise specified, Bupermitted by law, and will perform all acts necessary to	yer will, in good faith, pa	ay all costs of securing	g any linancing to the exti
included in the purchase price are such of the delivered free and clear of encumbrances: all fixtures; window shades; curiain is attached equipment; water heaters and softener antennas and component parts; garage door opener is ADDITIONAL ITEMS INCLUDED IN THE SALE: Fundow coverings, Microwave, Range/	ures; all garden bulbs, pl and traverse rods; blinds ; sump pump; altached o and remote control; installed front are equit pment	ants, shrubs and frees and shutters; central for fitted floor covering: security systems.	i; screen doors and window neating and cooling units a s; awnings, exterior attach
ITEMS NOT INCLUDED IN THE SALE:			
TIEMS NOT INCCODED IN THE SALE:			
Seller shall, upon payment of the purchase pri- tree and clear of all liens and encumbrances, exc- serving the property, recorded building and use	epling: municipal and zoni restrictions and covenan	ng ordinances, recorde ts, general taxes levie	d easements for public utiliti
and shall complete and execute the documents restrictions and covenants can have material impact of (Buyer) (Satter) will be responsible for comp	necessary to record the continuous of the continuous of or improvement	onveyance. (WARNING is to the property.)	3: Recorded building and u
transaction is exempt from the requirements bec purchaser for at least one year after transfer or otherw	ause il is residential prod	perty of 1 to 4 units w Residential prop	which will be occupied by a
This offer is binding upon both parties only if a	copy of the accepted offer	is deposited, postage of	(Strike as applicab r fees prepaid, in the U.S. re
or a commercial delivery system, addressed to Buyer	<sub>at</sub> 1633 W. Main St	. Sun Prairie.	Wis. 53590
or by personal delivery of the accepted offer to Buyer Otherwise, this offer is void and all earnest money sha	Il he aromativ returned to Bi	IVAF	
This transaction is to be closed at the office of Bu on or before	yer's mortgagee or at the off	ice ofTo be dete	rmined
Logal possession of property shall be delivered to		at such other time and pi	RCA 92 may be adieso in with
It is understood the property is now occupied by .	Sellers		
under (oral loase) (written lease), which terms are:	N/A1		
Occupancy of Promises	shall be given to	Buyer on _Date_of	Closing (3:00 p.m.)
If Seller is permitted to occupy property after clos (shall) (shall not) be refundable based on actual occu	ng, Seller shall prepay occu lancy.	ipancy charge of \$	per day, wh
The sum of \$ shall be withheld from		crowed with	
to guarantee delivery of occupancy to Buyer Af	ID FOR NO OTHER PUT	RPOSE, which sum u	pon Seller's failure to deliv
occupancy shall be paid to Buyer as liquidated dam	ages or returned to Seller	Il occupancy is delivere	d to Buyer on the agreed da
~1,1,2,7 = 6	8479		

EXHIBIT 6

	Indicates) the property (it not) located in a flood plain (Strike as applic
	Seller has no notice or knowledge of any: ements which may result in special assessments or otherwise materially after
(b) government agency or court order requiri (c) underground storage tanks or any stru- including but not limited to inadequacy	ng repair, alteration or correction of any existing condition uctural, mechanical, or other detects of material significance affecting the proformormal residential use of mechanical systems, waste disposal systems and standards, and the presence of any dangerous or toxic materials or conditions.
(d) wetland and shoreland regulations affecti	ing the property (Caution, see maps). PRESENTATIONS STATED IN LINES 81 to 90 NONE
	I the day of closing: general taxes, rents, water and sewer use charges, homeow
association assessments, fuel, and Any Income, taxes, or expenses through the day	
General taxes shall be prorated at the tim on the net general taxes for the preceding year.	e of closing based on the net general taxes for the current year, if known, other
CAUTION. If property has not been fully asse to on the basis of \$ estimated ar	ssed for tax purposes, or reassessment is completed or pending, tax proration into lax.
Special assessments, if any, for work on solher special assessments shall be paid by Eassociation assessments are contemplated.)	sile actually commenced or levied prior to date of this offer shall be paid by Seller Buyer. (Caution: Consider a special agreement if area assessments or homeowr
Seller shall provide to Buyer at Seller's expe	inse at least three (3) business days before closing,ॐজাজজাজাজাজাজাজাজাজাজাজাজাজাজাজাজাজাজাজ
xkAnabattachol tilla properatiby an att.  2. A commitment from a title insura-	sweyxxxabstractrompanycotxxxx nce company licensed in Wisconsin to Issue title Insurance in the amo
of the purchase price upon recording	of proper documents;
called for in this offer, and further subject on insurance exceptions or abstract certificate fit	nore than 15 days before such title proof is provided to Buyer to be in the condi- ily to liens which will be paid out of the proceeds of the closing and standard mitations, as appropriate. Buyer shall notify Seller of any valid objection to title tote time, but not exceeding 15 days, to remove the objections, and closing shall
If this offer provides for a fand contract, prequired above and written proof, at or befor proposed balance of the land contract, and the	for to execution of the land contract Seller shall provide the same avidence of title a execution, that the total underlying indebtedness, it any, is not in excess of tall the payments on this land contract are sufficient to meet all of the obligations
Seller on the underlying indebtedness.  If the transaction fails to close and the or	unios fail to agree on the disposition of earnest money, then earnest money held
broker shall be disbursed as follows:	·
demand for return of the earnest mon liquidated damages or partial payment to	and broker in writing no later than 15 days after the earlier of the Buyer's writt by or the date set for closing, that Seller elects to consider the earnest money respecific performance.
on this matter within 30 days after receipt	to broker, provided the above notice is given and neither party commences a laws of the notice.
in making the disbursement, the broker shall follo	ow procedures in Section RL 18.09(4), Wis. Adm. Code.
Both parties agree to hold the Broker har	stamine the legal rights of the parties in relation to this agreement.  mless from any liability for good faith disbursement of earnest money in accordance.
with this agreement or present Department of Re	guiation and Licensing regulations concerning earnest money.
price. Seller shall be obligated to repair the pro damage shall exceed such sum, this contract despite such damage, Buyer shall be entitled	onts prior to time of closing in an amount of not more than five per cent of the sellin openy and restore if to the same condition that it was on the date of this offer. If suc may be cancelled at option of Buyer, Should Buyer elect to carry out this agreemen to the insurance proceeds relating to damage to property, however, if this sale is b
and contract or a morigage to Seller, the insuran SPECIAL PROVISIONS:	ce proceeds shall be held in trust for the sole purpose of restoring the property.
<del></del>	
Calles and Diving agent to and farming	h and use diligence in completing the terms of this agreement. This agreement bind
and inures to the penalit of the parties to this agre	t and use diligence in completing the terms of this agreement. This agreement bind: Idment and their successors in interest,
(x) Chrom H. Mueller	(x) Victoria d. Muc Ca
	(Buyer) (Buyer
Buyer's Social Security No. (X) 397-46-	- <u>(436</u> Buyer's Social Security No. (X) 3.25-4.2-6.7.2
	EPTED, THE WARRANTIES AND REPRESENTATIONS WACE
TO SELL AND CONVEY THE ABO	OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES OVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS
as set forth and acknowledges rece	IPT OF A COPY OF THIS AGREEMENT.
Dated:	[26:16]
Oiler is rejected (Seffer Initial.)	Seller's Social Security No.
Offer is countered (Seller initial.)	(Selle
	Seller's Social Security No.
This offer was drafted by (Licensee and firm	L. J. Meyer/Anchor Real Estate Services, Inc.
il was presented to Seller by Danill	7.10m on 1/29 1959 at .7.00 m
	EARNEST MONEY RECEIPT
Broker acknowledges receipt of initial earno	DIVAB
	(By)

#### COUNTER-OFFER

	Tamas 1989
î Ž	and signed by Buyer,
3	for purchase of real estate at 924 LIBERTY DR DETUREST
4 5	Is countered. All terms and conditions to remain the same as stated on the Offer to Purchase except the following:
6	1. PRICE SHALL BE \$76,000
7	TTHE ASSET TO DIMAPY
ช ( 9	
0,	3. all other Centingeners remain the fame
1 2	<u> </u>
3	
4	
6	
7 8	Seller agrees to sell and convey the above property on the terms and conditions as set forth in this Seller's Counter-Offer and acknowledges receipt of a copy of it. The warranties and representations made in this Counter-Offer survive the closing of this transaction.
_	This Counter-Offer must be accepted on or before 1-30-89 6:00 P.M. (TIME IS OF THE ESSENCE)
9	This Counter-Offer must be accepted on or before
1	addressed to Seller at 420 E. Wasting Ton Ave INTO or by personal
2	delivery thereof to Seller.
	100/00
3	Dalpa: 1/29/89 - Jack - Lauble
4	1 / 20010/1/1/6
<b>,</b> 5	A DUULLY W-tuVel
5	Name of licenses who negotiated above Counter-Offer
2 3 4 5 6 7 8	
9	
1 2	This Buyer's Counter-Offer must be accepted on or before
13 14	addressed to Buyer at 16:33 W. Muin 57, Sin Prairie Win 5:3570 or by personal delivery thereof to Buyer.
15	Dated: January 30, 1989 & John H. Mueller
16	Jan
17 18	Name of licerisee who hegolisted above Counter-Offer (Buyer)
19 60	Buyer's above Counter-Offer is hereby accepted. If Seller is not accepting Buyer's Counter-Offer, Seller should not sign below. Seller may counter on a new Counter-Offer form.
	i i
51 52	Dated: [Seart]
3	
54	Name of licensee who negotiated above Counter-Offer

Congression and Commence Commence (1999)

F		
F		
F		
H		
F		
15		
15		
15		
15		

	- 10 S.C.
ļ	The Offer to Purchase dated Tanuary 23 1989
	and signed by Buyer, JOHN H and DUTTOR A L MUCLER
	or purchase of real estate at
	1. PRICE SHALL BE \$76,000
_	2 THIS OFFER IS PRIMARY
-	
	3 all other Centingeneis remain the fame
	Seller agrees to sell and convey the above property on the terms and conditions as set forth in this Seller's Counter-Offer and acknowledges
	receipt of a copy of it. The warranties and representations made in this Counter-Offer survive the closing of this transaction.
	This Counter-Offer must be accepted on or before 1-30-89 6:00 1.M. (TIME IS OF THE ESSENCE)
	and it shall not become binding upon Seller until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails,
	11200 C 102-0010-111 ALL MADICAL
	addressed to Seller at 400 E Wast-Watto Ave /NADIO or by personal delivery thereof to Seller.
	Genvery mereor to Sener.
	1/20/00
	Daled 1/29/87 John John John John John John John John
	and a sure of the
•	h trivilly 10-tu VVI (x) trubrua Dettuille
	Name of licensee who negotiated above Counter-Offer
	•
	'
	The above Counter-Offer is hereby (accepted) countered). If countered, all terms and conditions to remain the same as stated on the Offer
	to Purchase and not to include any of the terms on the above or any other Counter-Offer except the following:
	EXHIBIT
	This Buyer's Counter-Offer must be accepted on or before(TIME IS OF THE ESSENCE) and it shall not become binding upon Buyer until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails.
	addressed to Buyer at 16:33 W. Milin 5t, Sun Prairie Wis 5.3590 or by personal
	delivery thereof to Buyer.
	paled January 30 1989 RI John H. Mueller
	[Buyer]
	AND LA DACETTE
	ct. S. Weiger Claretter Clast College
	Name of licensee who negotiated above Counter-Offer
	Buyer's above Counter-Offer is hereby accepted. If Seller is not accepting Buyer's Counter-Offer, Seller should not sign below. Seller may
	counter on a new Counter-Otter form.
	Daled:
	(Same)
3	None of Viscos who contributed above Country Office

EAST TOWNE TOWNER WASHINGTON 3 0154 FOR SOON, WI 52704 BUS (608) 241-8666

WEST TOWNE 333 S. WESTFIELD ROAD MADISON, WI 53717 BUS. (608) 629-3700

SUN PRAIRIE 1633 W. MAIN STREET SUN PRAIRIE, WI 53590 8US. (608) 257-7066, 807-7345

MIDDLETON 8622 UNIVERSITY AVENUE MIDDLETON, WI 53562 BUS. (608) 831-HOME

December 22, 1988

VERONA 420 W VERONA AVENUE VERONA, WI \$3593 BUS. (808) 845-8889

CORPORATE (808) 241-1999 RELOCATION (808) 241-5912 COMMERCIAL INVESTMENT (808) 241-9200 4210 E. WASHINGTON AVENUE MADISON, WI 5J704

Anderson Construction 5510 Whalen Rd Madison, Wi

٠.,

Subject: Consessions recieved

Per the above subject Anchor recieved \$13,800 for consession and repairs for 5780 Lacy Rd. in agreement of buyout of Diane Ebersberger on December 22, 1988.

Vice President

EXHIBIT 8

STATE OF WISCONSIN

CIRCUIT COURT
Branch 5

COUNTY OF DANE

The state of the state of

VERNE A. ANDERSON

and

MARIANNE ANDERSON,

d/b/a ANDERSON CONSTRUCTION,

ORIGINAL

Plaintiffs,

TRANSCRIPT OF

vs.

EXCERPT OF PROCEEDINGS

91CV0132

DARRELL FULLER

and

RONALD STAUTER,

d/b/a REMAX ASSOCIATES,

Defendants.

PROCEEDINGS: City-County Building, Madison; October 2, 1991

PRESIDING: Honorable ROBERT R. PEKOWSKY, Circuit Court Judge

APPEARANCES: Plaintiffs in person and by JOHN A. KASSNER,

Attorney, of Kassner Law Offices;

Defendant Fuller in person;

Defendant Stauter by BRUCE D. HUIBREGTSE, Attorney, of Stafford, Rosenbaum, Rieser &

Hansen.

Donald P. Manthey, Official Reporter

(Computer-Aided Transcription by XSCRIBE)

CIRCUIT COL OCT 5 II 40 A DANE COUNTY

EYER - Y

1	I the cross claim in there, because I don't know that
2	much about the legality of the thing. I didn't realize
3 .	that I had to respond to that thing in 20 days. So I
4	didn't respond to it.
5	And I would still like a chance to respond to
6	it. And I can respond to it.
7	The letter that I received, and the thing
8	I didn't realize that I had to respond back to Mr.
9	Stauter's attorney.
10	THE COURT: Do you acknowledge receiving that?
11	DEFENDANT FULLER: Yes, I do.
12	But I read through the thing, and I didn't
13	realize that I'd have to respond to the Cross Claim.
14	THE COURT: And what is your profession, for the
15	record?
16	DEFENDANT PULLER: A real estate agent.
17	THE COURT: And how long have you been in-this
18	business2
19	DEFENDANT FULLER: Seven years.
20	THE COURT: Seven years.
21	What is your level of education?
22	DEFENDANT FULLER: I graduated from the University
23	of Wisconsin, in computer science.
24	THE COURT: When you received this material, when
25	it was served upon you, did you read it?

12 25 24 23 22 21 20 19 18 17 16 15 14 13 11 10 ø  $\infty$ σ U W N 7 RONALD STAUTER d/b/a REMAX ASSOCIATES, VERNE A. ANDERSON and MARIANNE ANDERSON CONSTRUCTION, DARRELL 11 STATE -VS-Ħ and **PROFESSIONAL** OF WISCONSIN Ħ FULLER 11 Time: Date: Ħ 11 11 11 li H Deposition of: 9:15 o'clock a.m. Thursday, April 16, Reported by NANCY J. McCULLEY DARRELL FULLER Defendants. Plaintiffs, ti 11 CIRCUIT COURT Iŧ I II ti KEPORTERS 11 Ħ Ħ Case 1992 No. DAME COUNTY 91-CV-132

11

HXHIBIT

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Nun in

MADI-ON WISH

STATE STATE

7 ...

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#### INDEX

_	# # # # # #	
2	Exhibits Nos.:	aqe
3	56 - Residential listing contract dated 7-26-89	37
4	57 - Offer to purchase dated 7-26-89	98
5	Items Requested:	age
6	1) Darrell Fuller's 1989 appointment book	27
7	2) Darrell Fuller's files relating to any transactions involving the Andersons	32
8		
9	3) RE/MAX Associates policies and procedures manual.	40
10	4) Wolfgram file previously provided to Roger Boettcher	102
11		
12		
13	DEPOSITION of DARRELL FULLER, a	

witness in the above-entitled action, taken at the instance of the plaintiffs, under the provisions of Chapter 804 of the Wisconsin Statutes, pursuant to stipulation, before NANCY J. McCULLEY, a Notary Public in and for the State of Wisconsin, at the Kassner Law Offices, 6629 University Avenue, in the City of Middleton, County of Dane, and State of Wisconsin, on April 16, 1992, commencing at 9:15 o'clock a.m.

## Deposition of DARRELL FULLER 4-16-92

<b>\</b>	i		
ì	1.		Andersons?
	2	A	Mr. Parrell was their banker.
	3	Ω	Why did he introduce you to them?
	4	A	I did lots of loans through him, and I had known him
	5		primarily because he
	6	Ω	By loans, you had borrowed money?
	7	A	No.
	8	, Q	Had you ever borrowed money from that bank?
	9	A	No.
	10	Ω	Did you owe money at that time when you were introduced
	11		to the Andersons?
	12	A.	No.
ì	13	Q	What is your educational background?
,	14	A	I got high school and two and a half years of college.
	15	ğ	And where did you go to college?
	16	A	Started at the University of Wisconsin until I got
	17		drafted.
	18	Q	And which campus of the University of Wisconsin?
	19	A	Here.
	20	Q	Madison?
	21	A	Madison.
•	22	Q	Okay.
	23	A	And then I got drafted, and I did some stuff for the
	24		University of Maryland Extension, never continued.
	-25	Q	Okay. What years did you attend the University of
		1	

)

# Deposition of DARRELL FULLER 4-16-92

, )

l					
1		Wisconsin?			
2	A	Let's.see, it would have been '65 and '66.			
3	Q	Okay. When did you graduate from high school?			
4	A	164.			
5	Q	'64. Where did you go to high school?			
6	A	Poynette.			
7	Q	When you went to the university in '65 and '66, what			
8		was your major?			
9	A	I started out to be in computer science.			
LO	Q	Okay. When you say you started out, where did you go?			
1.1	A	That's what I meant to do.			
L2	Q	So that's what you were working on the two years you			
L3		were there?			
14	A	Right, right.			
15	Q.	And you said you quit and went to the University of			
16		Maryland?			
17	A	Extension, through the United States Army. They had an			
18		extension thing that I did while I was in the service.			
19	Q	Was it a correspondence program?			
20	A	Right, right.			
21	Q	What years would that have been?			
22	A	I think when I was in the service it would have been			
23		*67, *68.			
24	Q	And how many courses did you take through the			
25	]	University of Maryland?			

#### Deposition of DARRELL FULLER 4-16-92

1 1 A One.

2

- 2 Q How many credits was it?
- 3 A Three.
- 4 Q What course was it?
- 5 A Excuse me?
- 6 Q I'm sure the reporter would appreciate that you allow
- 7 me to finish asking the question before you answer it.
- 8 A True.
- 9 Q And I think she would also appreciate it if both of us
- 10 slowed down a little. What course was it, do you
- 11 remember?
- 12 A I believe it was a history course.
- 13 | Q Okay. Did you complete that course?
- 14 A Yeah.
- 15 Q Did you attend college after that one course?
- 16 A No.
- 17 Q Okay. Do you recall what your grades were when you
- 18 were at the UW-Madison?
- 19 A Cs.
- 20 Q Cs. About a two-point average?
- 21 A Little over two-point.
- Q Okay. And you're pretty sure the years were '65 and
- 23 '667
- 24 A I believe so.
- 25 Q Okay. What training have you had for the sale of real

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STATE OF WISCONSIN )

2 COUNTY OF DANE

I, NANCY J. McCULLEY, a Notary Public in and for the State of Wisconsin, do hereby certify that the above deposition was taken before me at the Kassner Law Offices. 6629 University Avenue, in the City of Middleton, in said County and State, on April 16, 1992, commencing at 9:15 o'clock a.m.; that it was taken at the request of the plaintiffs, upon verbal interrogatories; that it was taken in shorthand by me, a competent court reporter and disinterested person, approved by all parties in interest, and thereafter reduced to writing by me using computeraided transcription by me; that said deposition is a true record of the deponent's testimony; that said deposition is to be used in the above-entitled action now pending in Circuit Court; that the appearances were as shown on Page 2 of the deposition; that reading and signing was not requested; that the said DARRELL FULLER, before examination, was sworn by me to testify the truth, the whole truth, and nothing but the truth relative to said cause.

Dated April 24, 1992.

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Motary Public, State of Wisconsin

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# State of Wisconsin \ DEPARTMENT OF REGULATION & LICENSING

Marlene A. Cummings Secretary

1400 E. WASHINGTON AVENUE P.O. BOX 8935 MADISON, WISCONSIN \$3708 606266-2112

Tommy G. Thompson Governor

#### RECORDS CUSTODIAN CERTIFICATION

RE: 90 REB 168

L Linda Struck, Program Assistant and Records Custodian for the original records of individual admissions and enrollments to the University of Wisconsin, Madison, Wisconsin campus do hereby certify that our records show that no one by the name of Darrell W. Fuller (DOB 10/13/46) has ever been enrolled or admitted into the University of Wisconsin, Madison, Wisconsin campus. My records pertain only to the University of Wisconsin, Madison, Wisconsin campus and not the other 13 campuses within the Wisconsin educational system.

Hogram Assista

Linda Struck, Program Assistant

Record Certification

Subscribed and swom to before me this

Notary Public

State of Wisconsin

My Commission

GMS:Imf T-BOT544

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Birds Stuck, Program Assistant

Linda Struck, Program Assistant

Record Certification

Subscribed and swom to before me this

May of personely 199

Notary Public

State of Wisconsin

My Commission

GMS:lmf

T-BOT544

EXH1317 6

# STATE OF WISCONSIN BEFORE THE REAL ESTATE BOARD

# IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST

DARRELL W. FULLER,

90 REB 168

Respondent.

#### **STIPULATION**

It is hereby stipulated between Darrell W. Fuller, personally and represented by Dunn Law Offices by Daniel P. Dunn, and Gerald M. Scanlan, attorney for the Wisconsin Department of Regulation and Licensing, Division of Enforcement, as follows that:

- 1. This Stipulation is entered into as the result of an investigation and a formal complaint having been filed arising out of Darrell W. Fuller's licensure by the Division of Enforcement. Darrell W. Fuller consents to the resolution of this action and without a formal hearing.
- 2. Darrell W. Fuller understands that by the signing of this Stipulation he voluntarily and knowingly waives his rights, including: The right to a hearing on the allegations against him, at which time the state has the burden of proving these allegations by a preponderance of the evidence; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to

compel their attendance by subpoena; the right to testify himself; the right to file objections to any proposed decisions and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

- 3. Darrell W. Fuller has retained the service of Dunn Law Offices and Attorney Daniel P. Dunn and has obtained legal advice prior to signing this Stipulation.
- 4. Darrell W. Fuller agrees to the adoption of the attached Findings of Facts, Conclusions of Law, Final Decision, and Order by the Real Estate Board. The parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance, or consent of the parties. Respondent waives all rights to any appeal of the Board's Order if adopted in the form as attached.
- 5. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation and the matter shall be returned to the Division of Enforcement for further proceedings. In the event that this Stipulation is not accepted by the Real Estate Board, the parties agree not to contend

that the Board has been prejudiced or biased in any manner by the consideration of this attempted resolution.

- 6. The parties to this Stipulation agree that the attorney for the Division of Enforcement and the member of the Real Estate Board assigned as an advisor in this investigation may appear before the Real Estate Board for the purposes of speaking in support of this agreement and answering questions that the members of the Board may have in connection with the deliberations on this Stipulation.
- 7. The Division of Enforcement joins Darrell W. Fuller in recommending the Real Estate Board adopt this Stipulation and issue the attached Final Decision and Order.

11/8/95 Date

Darrell W. Fuller

**DUNN LAW OFFICES** 

Date /

Daniel P. Dunn

Attorney for Respondent State Bar No. 01005449

Suite 100, 330 East Wilson Street

Madison, WI 53703

(608) 255-2277

## WISCONSIN DEPARTMENT OF **REGULATION AND LICENSING**

 $\frac{12/18/95^{-}}{\text{Date}}$ 

Attorney for Division of

Enforcement

State Bar No. 1006500

1400 East Washington Avenue

Madison, WI 53708-8935

(608) 266-9813

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# Department of Regulation & Licensing State of Wisconsin P.O. Box 8935, Madison, WI 53708-8935

State of Wisconsin

TTY# (608) 267-2416 hearing or speech TRS# 1-800-947-3529 impaired only

#### **GUIDELINES FOR PAYMENT OF COSTS AND/OR FORFEITURES**

On JANUARY 25, 1996	REAL ESTATE BOARD	
		e was an assessment of costs and/or a
The amount of the costs assessed is:	\$3,500.00 Case #:	90 REB 168
The amount of the forfeiture is:	Case #:	
Please submit a check or a money ord	er in the amount of $\frac{3,500.00}{}$	
The costs and/or forfeitures are due:	<u></u>	
NAME: DARRELL W. FULLER	LICENSE ]	NUMBER:27169
STREET ADDRESS:783 KATHI	RINE DRIVE	
CITY: SUN PRAIRIE	STATE:	WI ZIP CODE: 53590
Check whether the payment is for cos	s or for a forfeiture or both:	
x COSTS	FORFEITURE	
Check whether the payment is for an	ndividual license or an establishm	ent license:
X INDIVIDUAL	ESTABLISHMENT	
If a payment plan has been established	, the amount due monthly is:	For Receipting Use Only
Make checks payable to:	-	
DEPARTMENT OF REGU 1400 E. WASHINGTON A' P.O. BOX 8935	LATION AND LICENSING /E., ROOM 141	
MADISON, WI 53708-893	í	

#2145 (4/95) Ch. 440.22, Stats.

#### NOTICE OF APPEAL INFORMATION

Notice Of Rights For Rehearing Or Judicial Review, The Times Allowed For Each, And The Identification Of The Party To Be Named As Respondent.

#### Serve Petition for Rehearing or Judicial Review on:

STATE OF WISCONSIN REAL ESTATE BOARD

1400 East Washington Avenue P.O. Box 8935 Madison, WI 53708.

### The Date of Mailing this Decision is:

January 26, 1996

#### 1. REHEARING

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in sec. 227.49 of the Wisconsin Statutes, a copy of which is reprinted on side two of this sheet. The 20 day period commences the day of personal service or mailing of this decision. (The date of mailing this decision is shown above.)

A petition for rehearing should name as respondent and be filed with the party identified in the box above.

A petition for rehearing is not a prerequisite for appeal or review.

#### 2. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in sec. 227.53, Wisconsin Statutes a copy of which is reprinted on side two of this sheet. By law, a petition for review must be filled in circuit court and should name as the respondent the party listed in the box above. A copy of the petition for judicial review should be served upon the party listed in the box above.

A petition must be filed within 30 days after service of this decision if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing.

The 30-day period for serving and filing a petition commences on the day after personal service or mailing of the decision by the agency, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing this decision is shown above.)