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IN THE MATTER OF THE DISCIPLINARY

PROCEEDINGS AGAINST :

THEODORE W. FLEISNER,

FINAL DECISION AND ORDER

and BADGER AUCTIONEERS, INC.,

Respondents

LS 0002291 AUC

DOE Investigative Case Files: 97 AUC 017, 97 AUC 022, 97 AUC 038, 98 AUC 025, 98 AUC 028, 99 AUC 024.

FINDINGS OF FACT

1. Badger Auctioneers, Inc., (hereinafter referred to as "Badger") located at W1487 Highway 28, Theresa, WI 53901, is an auction company, registered in the State of Wisconsin under license #53-30, originally granted on March 1, 1995.
2. Theodore W. Fleisner, (hereinafter referred to as "Fleisner") W1487 Highway 28, Theresa, WI 53901, is an auctioneer, registered in the State of Wisconsin under license #52-159, originally granted on March 1, 1995. Fleisner is the President of Badger.

License Application Statements (97 AUC 028)

3. On or about January 4, 1995, Fleisner completed and submitted an "Application for Auction Company Registration" to the Wisconsin Department of Regulation and Licensing. Fleisner signed the Auction Company application under oath on December 1, 1994. A copy of the application is attached as **Exhibit 1**.
4. In his auctioneer registration application, Fleisner represented, under oath, that the true and correct answer to the following question was "NO":
5. *Have you ever been convicted of a misdemeanor or a felony? If YES, attach a sheet providing details about the crime, including the date of conviction, court, and penalty. (Please do not give details on minor traffic convictions, but do include information relating to Driving While Intoxicated (DWI) convictions.*
6. On or about January 4, 1995, Fleisner filed an "Application for Auctioneer Registration" with the Wisconsin Department of Regulation and Licensing. Fleisner signed his application under oath on December 1, 1994. A copy of the application is attached as **Exhibit 2**.
7. In his Auction Company Registration application, Fleisner, as President of Badger, represented, under oath, that the true and correct answer to the following question was "NO":
8. *Has the Auction Company or any of its officers, partners or directors ever been convicted of a misdemeanor or a felony? If Yes, attach a sheet providing details about the crime, including date of conviction, court and penalty. (Please do not give details on minor traffic convictions, but do include information relating to Driving While Intoxicated (DWI) convictions.)*
9. Fleisner did not disclose that he had been previously arrested and convicted of the following offenses:
10. *Disorderly Conduct*, Case 78 CR 99, Dodge County Circuit Court, April 10, 1979. A copy of the judgment of conviction is attached as **Exhibit 3**.
11. *Operating a Motor Vehicle While Intoxicated*, Case 91 TR 5100, Washington County Circuit Court, December 4, 1991. A copy of the judgment of conviction is attached as **Exhibit 4**.
12. *Operating After Revocation*, Case 91 TR 5102, Washington County Circuit Court, December 4, 1991. A copy of the judgment of conviction is attached as **Exhibit 5**.
13. *Obstructing an Officer*, Case 91 CR 296, Washington County Circuit Court. December 4, 1991. A copy of the

judgment of conviction is attached as **Exhibit 6**.

Lori Goetsch Chesapeake Bagel Bakery Auction (97 AUC 022)

14. On May 14, 1997, Fleisner conducted a public auction in Madison, Wisconsin for Chesapeake Bagel Bakery. A copy of the advertisement for the auction is attached as **Exhibit 7**. Lori Goetsch, (hereinafter referred to as "Goetsch") a consumer who attended the auction, placed bids on a commercial freezer. Following the auction Goetsch told Fleisner that a mistake had occurred during the bid on the freezer. Goetsch offered to purchase the freezer for the amount she claimed was her highest bid (\$2,000) or pay the difference between her bid and the highest bid that Fleisner called (\$2,400).
15. Fleisner insisted upon full payment of \$2,400 for the freezer and followed Goetsch to the parking lot as she was attempting to leave the auction. A verbal altercation ensued. Goetsch reported the incident immediately to the Madison Police Department and police responded to the scene. Goetsch alleged to the officer that Fleisner had physically accosted her.
16. On or about May 16, 1997, a citation was issued by the Madison Police Department charging Fleisner with *Disorderly Conduct*, a Municipal Ordinance violation, Citation # M533765, in connection with the Goetsch incident. A copy of the citation is attached as **Exhibit 8**. Fleisner entered into a plea agreement with the City Attorney for Madison to plead no contest to a citation for *Person Making Unreasonable Noise*, Madison Municipal Court Case 97 MOR 02450-01. A copy of the judgment of conviction is attached as **Exhibit 9**.

Michael Matty/Chesapeake Bagel Bakery (97 AUC 107)

17. Michael Matty (hereinafter referred to as Matty) attended the Chesapeake Bagel Bakery auction, placed an \$85.00 bid on bakery racks. Fleisner told Matty that he did not get the bid because there was a higher counter bid. Matty asked Fleisner who was bidding against him. Fleisner indicated that he had a bid from the crowd but Matty could not identify another bidder.
18. When Matty brought the bidding impropriety to Fleisner's attention, a Badger employee stepped forward and claimed that he was bidding as a proxy. After Matty left the auction, Fleisner told the remaining customers that he had a proxy bid of \$65.00 on the items and sold the items for \$66.00 per unit. A copy of statements from witnesses is attached as **Exhibit 10**.
19. On May 22, 1997, Matty filed a complaint with the Department of Regulation and Licensing alleging that Fleisner engaged in bidding improprieties. During the investigation of the Matty complaint, Fleisner failed, until October 1997, to provide to the Department the records of the auction, which identified the alleged bidders or proxy bidders.
20. The Division of Enforcement conducted an audit of the Chesapeake Bagel Bakery Auction financial records on April 19th and 28th, 1999. The Department's audit of Badger's financial records identified that:
21. Badger's trust funds were not deposited into a trust account in a timely manner; trust funds received from specified buyers and paid to specified sellers were not properly correlated; and trust fund deposits were not equal to cash received from buyers.
22. Badger did not prepare and complete records of the auction; specifically, that the contract for auction services was not signed by an auction company representative, and that the state registration number and description of the property to be sold was not included in the contract.
23. Badger did not maintain adequate records for the auction; specifically page nine of the clerking tickets was missing and an accounting of all moneys received and disbursed from the auction was unavailable.

Trammel Crow Auction (98 AUC 028)

24. On February 24, 1996, Badger held a public auction for the Trammel Crow Company, Inc. ("Trammel Crow"). A copy of the auction advertisement is attached as **Exhibit 11**. Fleisner had met with Pat O'Brien, the Managing Director of Trammel Crow earlier in September 1995 to discuss and negotiate the terms of the auction contract. The terms of the first version of the contract for auction services dated September 25, 1995 were not agreed to by the parties and on its face the proposed contract was void if not accepted within 30 days. A copy of the first version of the contract is attached as **Exhibit 12**.
25. Following the September meeting, there was no contact between the parties for a period of several months. In the latter part of 1995 or early 1996, Trammel Crow contacted Badger by telephone regarding proceeding with the auction. Fleisner presented a written contract with terms that differed from the initial proposed contract to Patrick Jastroch, the Trammel Crow Operations Manager.
26. Jastroch had not been closely involved in the earlier negotiations between the Fleisner and O'Brien. Fleisner insisted that the contract be signed immediately otherwise the auction could not be held as advertising had

to be secured. O'Brien was out of town and did not review the revised agreement before it was signed. A copy of the first version of the contract is attached as **Exhibit 13**.

27. The modified version of the contract appeared similar to the original version. Fleisner failed to explain the modifications to Jastroch such as the allocation of the ten-percent buyer's premium to be charged by Badger. The modified version deleted the provision that one-half of the premium would be credited to Trammel Crow. The original contract provided that Badger would not charge any fee based upon the percentage of the total sales. The modified version provided that Badger would charge and receive a fee equal to 5% of the total sales.
28. The parties had previously orally agreed that Fleisner would conduct an appraisal of the equipment to be auctioned and the appraisal fee would be credited to Trammel Crow if it hired Badger to conduct the auction. Fleisner did not credit the pre-paid appraisal fees against the final auction charges nor deduct the fee from the billing submitted to Trammel Crow. The appraisal credit was not included in the final version of the written contract. A copy of the appraisal contract is attached as **Exhibit 14**.
29. Trammel Crow had agreed to Fleisner's request to sell a few pieces of his own equipment at the auction that would not compete against Trammel Crow's equipment. Prior to the auction, Trammel Crow had pre-sold some of its inventory so there were fewer items to sell at the auction. O'Brien viewed the auction site the day before the auction, at which time equipment being sold was set up, tagged and readied for the sale. O'Brien had a telephone conversation with Fleisner the day before the auction and expressed satisfaction with the auction preparation and site.
30. On the day of the auction, Badger brought substantially more of its own items to the auction than Trammel Crow had expected. It had rained heavily before the auction and during the course of the auction. Several pieces of Badger's equipment that were brought on-site caused physical damage to the landscape with one piece sliding into a brick wall on the Trammel Crow property.
31. Trammel Crow filed suit against Badger in Milwaukee County Circuit Court, 97-CV-002669, seeking damages for breach of contract, property damage and unjust enrichment. A copy of the trial brief is attached as **Exhibit 15**. On September 16, 1998, the Honorable Jacqueline D. Schellinger found in favor of Trammel Crow as to its contractual interpretation and held that Trammel Crow was entitled to reimbursement for the appraisal fees, restitution for the damage to its premises and the proceeds of the auction minus five percent of the total buyers premium. Judge Schellinger held against Trammel Crow on its claim for unjust enrichment, which was based upon its assertion that Badger owed Trammel Crow because there had been other consignors selling equipment at the auction. A copy of the hearing transcript is attached as **Exhibit 16**.

Dealer's Inc., Office Equipment (98 AUC 025)

32. On September 19, 1998, Fleisner conducted an auction in Milwaukee, Wisconsin for Dealers, Inc., ("Dealers") an independent office products wholesaler. A copy of the auction advertisement for the Dealers' auction is attached as **Exhibit 17**.
33. The parties signed the auction services agreement on August 26, 1998, which provided that Badger would be reimbursed for costs of promoting and conducting the auction not to exceed \$3,500.00. The contract also provided that Badger was responsible for all other costs and expenses incurred in the course of performing its duties. After signing the contract, the parties agreed to modify the amount of reimbursement for costs but did not put the modification in writing as required under the contract. A copy of the Auction Contract between Badger and Dealers' is attached as **Exhibit 18**.
34. The auction contract provided that Badger "may collect and retain a Buyer's Premium, not to affect Dealers' gross sales" but did not specify the actual amount of the premium to be assessed and collected. The auction contract gave Badger the exclusive right to sell the inventory at public auction "without reserve" and advertised the auction as an "absolute auction" with "all items to be sold to the highest bidder regardless of price." A copy of the Dealers' auction advertisement is attached as **Exhibit 19**.
35. Fleisner estimated that he could obtain 30% on the retail dollar and Dealers' anticipated that Fleisner could obtain \$246,000 at auction since the inventory had a retail value of \$820,000. The inventory shipped by Dealers' consisted of approximately 2,822 inventory items to Badger for the auction.
36. The items were transported and delivered by PAC, a commercial trucking firm, to a warehouse under the control of Sol Purpora, owner of S & P Equipment. Each shipment contained Straight Bills of Lading and inventory lists. A copy of the Straight Bills of Lading is attached as **Exhibit 20**.
37. Dealers' sent an employee to the warehouse to the laborers who were hired by Sol Purpora in setting up the inventory for display at the auction. Upon completion of the delivery and set up, Purpora prepared the Public Auction Catalog, which grouped and listed the consigned inventory by lot numbers. A copy of the Catalog is attached as **Exhibit 21**.

38. After the auction was conducted, Badger prepared a settlement report for Dealers', that stated that 1,375 items of inventory were sold at the auction. A copy of the Report for Consignors is attached as **Exhibit 22**. Another report known as the Summary Report was prepared by Badger for Dealers', which stated the gross sales from the auction of \$106,398.50, of which \$93,437.00 was attributed to the sales of Dealers' inventory. A copy of the Summary Report is attached as **Exhibit 23**.
39. A final settlement check was presented to Dealers' in the amount of \$65,641.96, reflecting the gross sales minus the sales commission of \$14,015.55 and expenses of \$13,779.49. A copy of settlement check is attached as **Exhibit 24**. The additional charges were itemized in a billing from S & P Equipment, which listed the amounts of \$4,500.00 as a warehouse rental fee, \$400.00 as a cleaning fee and a general labor fee of \$6,972.50. A copy of the billing receipt is attached as **Exhibit 25**.
40. Dealers' claimed some of the merchandise was missing and claimed that the amount charged for auction expenses exceeded the agreed upon costs. A copy of the letter from Dealers' to Badger is attached as **Exhibit 26**. Badger responded by notifying Dealers' that unsold inventory was at the warehouse and could be retrieved. Dealers' retrieved the unsold inventory and prepared a list of the retrieved items. A copy of the computerized list is attached as **Exhibit 27**.
41. On or about September 1, 1998, prior to the auction and while the inventory was at the warehouse, Richard Nygren purchased a desk from the Dealers' inventory. A copy of the Purchase Order is attached as **Exhibit 28**. Nygren paid for the desk with a personal check #5354 in the amount of \$500.00 but the check did not clear Nygren's account. A copy of Nygren's check register is attached as **Exhibit 29**.
42. Dealers' shipped a beverage-dispensing machine to Badger for the auction that was not included on the inventory list. Fleisner indicated that he had received it and had sold it but the sale was not credited to Dealers' total gross sales. About one month after the auction, Dealers' was again notified by Badger that more unsold inventory was at S & P's warehouse and they sent a truck to pick up all remaining items, Among the items which were retrieved, Dealers' found a beverage machine which Fleisner had previously indicated that he sold.
43. Dealers' shipped an office burster machine, with a retail value of \$1,895.00 and two Bunn commercial coffee makers to Badger for the auction, which were not returned or credited as sold. Several months after the auction, Dealers' was notified again that more unsold items were at the warehouse. Badger could not explain why the items had not been returned earlier.

BADGER AUDIT (99 AUC 024)

44. On April 20, 1999 and May 14, 1999, the Department audited the financial records for the Dealers' and Chesapeake Auctions and randomly selected two auction files; Piggly Wiggly Auction and Oak Creek One/Oak Chalet Auction, for compliance inspection and review.
45. The auditors found several problems with the Dealers' auction records. A copy of the audit summary for the Dealers' auction with supporting documents is attached as **Exhibit 30**.
46. The audit of Badgers' financial records revealed that Badger had failed to reconcile its trial balances on a monthly basis for more than six months and used inadequate accounting procedures.
47. The listed sales price and funds in the Report for Consignors was inconsistent with the bank deposit and personal check amounts from the buyers.
48. Badger did not maintain a cash journal for funds received from the Dealers' Auction and the source for cash payments was not recorded.
49. The auditors found several problems in the records for the Chesapeake Bagel Bakery auction. A copy of the audit summary for the Chesapeake Bagel Auction with supporting documents is attached as **Exhibit 31**.
50. The auditors were unable to locate or verify that there were authorized proxy bidders for the Chesapeake Bagel auction.
51. The Chesapeake Bagel Auction contract was incomplete, not being signed by a Badger representative, failing to include the state registration number of the auction company, and failing to state the amount of commission to be paid by the seller. A copy of the Auction Contract for the Chesapeake Bagel Auction is attached as **Exhibit 32**.
52. The funds received from the listed buyers and paid to listed sellers per the clerking tickets were not reconciled.
53. The trust fund deposits were not equal to the amount of cash received from buyers.

54. Badger did not prepare an accounting of all moneys due the seller from the proceeds of the auction.
55. Badger did not make deposits of the sale proceeds within 48 hours of receipt. A copy of the Transaction Receipt for the Chesapeake Bagel Auction is attached as **Exhibit 33**.
56. Page nine of the clerking sheets and Exhibit A to the contract, which described the goods to be sold, were both missing.
57. The Settlement Statement for the auction did not agree with the Consignor's Report nor reflect all sales to buyers. A copy of the Settlement Statement for the Chesapeake Bagel Auction is attached as **Exhibit 34**.
58. The auditors found several problems with the records for the Piggly Wiggly auction, including the disposal of unclaimed or unpaid auction items without complete documentation. A copy of the audit summary for the Piggly Wiggly auction with supporting documents is attached as **Exhibit 35**.
59. The remaining unclaimed or unpaid items were re-sold after the auction by Badger but the proceeds were not reflected on a buyer statement nor was the date of the deposit of funds recorded.
60. Badger had reassigned some re-sold items to a Badger bid number held by Fleisner and given a zero bid amount with no value deducted from Badger's sales commission.
61. Badger did not maintain adequate documentation for sales and purchases by Sol Purpora; the accounting printouts show inconsistent amounts related to activities. A copy of the accounting printout for the Piggly Wiggly auction is attached as **Exhibit 36**.
62. The sales tax credit given to tax exempt purchasers after the auction was not recorded.
63. The auction proceeds were not deposited into Badger's trust account within 48 hours after the auction. A copy of the West Bend Savings Deposit Ticket for the Piggly Wiggly auction is attached as **Exhibit 37**.
64. The auditors found numerous problems with the records for the Oak Chalet auction. A copy of the audit summary for the Oak Chalet/Oak Creek One Auction with supporting documents is attached as **Exhibit 38**.
65. The summary statement did not match the auction summary for gross sales, buyer's premium and sales tax collected.
66. Badger did not provide a settlement statement to Sol Purpora, a consignor, nor pay him the proceeds within 30 days of the auction.
67. Badger did not have a consignor contract with Sol Purpora, and did not have a contract with two other consignors at the auction.
68. The contract for the Oak Chalet/Oak Creek One auction failed to state the date of the auction and failed to include a description of the property to be sold. A copy of the Contract Agreement between the Oak Chalet/Oak Creek One and Badger is attached as **Exhibit 39**.
69. The contract did not include the state registration number of the auctioneer and auction company.
70. The sales commission amount and the date of the auction were not specified in the contract.
71. At least one payment to a seller was made more than 30 days after the auction and no consignor agreement or statement was found for that seller. Copies of check number 6218 and number 6235 are attached as **Exhibit 40**.

CONCLUSIONS OF LAW

- A. In submitting application forms to the Department and the Auctioneer Board under the circumstances described in paragraphs 3) through 7) in the Statement of Facts, above, Theodore W. Fleisner knowingly provided false information to the Auctioneer Board and the Department and or their agents, contrary to sec. RL 126.02 (10), Wis. Adm. Code.
- B. In conducting the Chesapeake Bagel Bakery Auction and in contracting for and conducting the Trammel Crow auction as described in paragraphs numbered 9 through 23 in the Findings of Facts, above, Theodore W. Fleisner and Badger Auctioneers, Inc. engaged in unprofessional conduct as described in sec. RL 126.02, Wis. Adm. Code.
- C. In conducting the Chesapeake Bagel Bakery auction as described in paragraphs numbered 9 through 15 in the Statement of Facts, above, Theodore W. Fleisner and Badger Auctioneers, Inc. failed to deposit trust funds in a timely manner and failed to maintain trust accounting records as required by ch. RL

- D. In conducting the Dealers' Inc., auction as described in paragraphs numbered 32 through 43 in the Statement of Facts, above, Theodore W. Fleisner and Badger Auctioneers, Inc., engaged in unprofessional conduct as described in ch. RL 124.02(4), Wis. Adm. Code, ch. RL 124.02 (5), Wis. Adm. Code, ch. RL 124.02 (4).
- E. In conducting the auctions audited by the Department (Dealers', Chesapeake Bagel, Piggly Wiggly and Oak Chalet/Oak Creek One, Theodore W. Fleisner and Badger Auctioneers, Inc., engaged in unprofessional conduct as described in sec. 480.14 (3) (a) and (b); sec. 480.16, sec. 480.18 (1) and (3).
- F. The Auctioneer Board has authority to reprimand Theodore W. Fleisner and Badger Auctioneers, Inc., to suspend the certificates of registration of Theodore W. Fleisner and Badger Auctioneers, Inc. and to order that Theodore W. Fleisner and Badger Auctioneers, Inc. pay forfeitures under secs. 480.24 (2) and 480.26 (2), Stats.

ORDER

1. The certificate of registration #52-159 as an auctioneer of Theodore W. Fleisner shall be and is suspended for a period of thirty-six (36) months commencing on November 1, 2000, provided however, that after February 1, 2001 the suspension of Theodore W. Fleisner shall be stayed so long as Theodore W. Fleisner complies with the terms of this Order and the statutes and administrative rules relating to registration as an auctioneer.
2. Theodore W. Fleisner shall, on or before December 31, 2000, take and pass the auctioneer license examination required under sec. 480.08 (2) (e), Stats.
3. Theodore W. Fleisner shall be responsible for all costs and expenses incurred in conjunction with taking the licensing exam, for filing reports as required in this Order, and any other expenses associated with compliance with this Order.
4. The certificate of registration #53-30 as an auction company of Badger Auctioneers, Inc., shall be and is suspended for a period of 60 days commencing on November 1, 2000 provided, however, that after December 1, 2000, the suspension of Badger Auctioneers, Inc., shall be stayed so long as Badger Auctioneers, Inc., complies with the terms of this Order and the statutes and administrative rules relating to registration as an auction company.
5. Badger Auctioneers, Inc. shall, on or before December 1, 2000:
 - a) Retain a certified public accountant to advise and assist Badger Auctioneers, Inc. in establishing financial procedures that comply with the requirements of Chapters RL 123 through 127, Wis. Admin. Code, and especially the requirement in sec. RL 125.12 that an auctioneer or an auction company maintain an adequate trust account bookkeeping system.
 - b) Submit reports from the certified public accountant retained under paragraph a) to the Auctioneer Board expressing an opinion on whether Badger Auctioneers, Inc., and its officer and employees are complying with the accounting and bookkeeping requirements of the Chapters 124 and 125, Wis. Adm. Code.
 - (i) Between December 1, 2000 and June 1, 2001, the certified public accountant shall file monthly reports with the Auctioneer Board. The monthly reports shall include copies of the check register, written reconciliation, and account summary sheet described in RL 125.12 (1)-(4), Wis. Admin. Code, and shall be filed by the twentieth day of the month following the month covered in the report. The reports shall be sent to the Department of Regulation and Licensing at the following address: **Department Monitor, Division of Enforcement, PO Box 8935, Madison, WI 53708-8935.**
 - (ii) After June 1, 2001 and until November 1, 2003 the reports shall be filed every three months.
 - c) Modify the contract forms used in its auctions to satisfy the requirements of sec. 480.14, Stats. and RL 124, Wis. Admin. Code. Copies of the modified forms shall be submitted to the Auctioneer Board prior to December 1, 2000.
6. Badger Auctioneers, Inc. and Theodore W. Fleisner shall be jointly and severally liable for payment of a forfeiture to Wisconsin Department of Regulation and Licensing in the amount of **\$4,000.00** and for payment of costs incurred in connection with the investigation and prosecution of the case files subject to this Order, in the amount of **\$8,443.00**. The forfeiture and costs shall be payable in full on or before February 1, 2001, or prior to the reinstatement of Theodore W. Fleisner's auctioneer license.
7. Prior to the commencement of the suspension provided herein, all persons with whom the auctioneer or

an auction company has a contract for services to be performed during the period of suspension or following revocation must be notified. The notice shall be in writing and state that the registration of the auctioneer or auction company has been suspended and describe the terms of the suspension. A copy of the notices shall be provided to the Department Monitor with the first monthly monitoring report.

8. During the term of the suspension herein provided, the Respondents may not engage in the following activities:
 - a. Call an auction by calling for, recognizing, or accepting offers for the purchase of goods or real estate at an auction.
 - b. Advertise, represent or otherwise hold out as being available to call or manage an auction.
 - c. Advertise, represent or otherwise hold out as being an auctioneer or auction company or use the title "auctioneer," "registered auctioneer," "certified auctioneer," "licensed auctioneer," "auction company," "auction sales staff," "auction team member" or any similar title.
 - d. Solicit, negotiate or enter into any auction contract, auction listing, auction consignment, or related auction agreement, including assisting or aiding another registrant to perform auction-related duties.
9. During the term of the suspension provided herein, the Respondents may not perform, manage or supervise any of the following activities:
 - a. Call for bids at any type of auction, including auctions under s. 480.02 (2) (a) to (i), Stats.
 - b. Work as, or perform duties related to, an auction cashier, an auction clerk, or an auction ring person or grounds person, including bid-relaying or spotting, merchandise displaying, or assisting the auctioneer or auction staff before, during or after the conducting of an auction.
 - c. Oversee, in any manner, the conducting of any auction.
 - d. Accept any form of referral fee, finder's fee, commission, commission sharing or splitting, or related compensation from any auctioneer, auction company, or auctioneer-related professional.
 - e. Participate in any form of auctioneer-related bid-calling, bid calling contests or competitions, either as a contestant, judge, master of ceremonies or in any other capacity.
 - f. Suggest or imply to the public, privately or through advertising, that he is able to perform any of the activities in subparagraph (a) to (e).
10. During the term of the suspension provided herein, the Respondents may not be employed, retained or otherwise utilized to perform any auction-related activity described in subparagraphs (8) and (9). This section does not prohibit an auctioneer or auction company from contracting to perform services that an auctioneer or auction company is unable to perform because of a registration suspension or revocation and which the auctioneer or auction company contracted to perform prior to the license suspension or revocation.
11. Violation of any of the terms of this Order or of any law substantially relating to the practice an auctioneer or auction company may result in a summary suspension of the Respondent's license; the termination of the stay; the imposition of additional conditions and limitations; or the imposition of other additional discipline, including revocation of a certificate of registration.
12. This Order shall become effective on the date it is signed.

Richard Lust

9-25-00

Wisconsin Auctioneer Board

Date