

WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES



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STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF DISCIPLINARY
PROCEEDINGS AGAINST

LAURA TRIMBLE and GOLDEN RULE
REAL ESTATE, LLC,
RESPONDENTS.

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FINAL DECISION AND ORDER

ORDER 0008029

Division of Legal Services and Compliance Case No. 18 REB 059

The parties to this action for the purpose of Wis. Stat. § 227.53 are:

Laura Trimble
Wauwatosa, WI 53213

Golden Rule Real Estate LLC
Wauwatosa, WI 53213

Wisconsin Real Estate Examining Board
P.O. Box 8366
Madison, WI 53708-8366

Division of Legal Services and Compliance
Department of Safety and Professional Services
P.O. Box 7190
Madison, WI 53707-7190

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final disposition of this matter, subject to the approval of the Wisconsin Real Estate Examining Board (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, Conclusions of Law, and Order.

FINDINGS OF FACT

1. Respondent Laura Trimble is licensed by the State of Wisconsin as a Real Estate Broker, having license number 55711-90, first issued on September 22, 2009 and current through December 14, 2022. Respondent's most recent address on file with the Wisconsin Department of Safety and Professional Services (Department) is located in Wauwatosa, Wisconsin.

2. Respondent Golden Rule Real Estate LLC is licensed in the State of Wisconsin as a Real Estate Business Entity, having license number 937506-91, first issued on March 28, 2014 and current through December 14, 2022. Laura Trimble is identified in Department records as the responsible licensee of Golden Rule Real Estate LLC.

3. On June 5, 2018, the Department received a complaint from T.M. regarding her buyer agency agreement and experience with Respondent. On October 15, 2018, the Department opened DLSC Case no. 18 REB 059 for investigation.

4. On or about April 10, 2018, T.M. sought out a real estate licensee to help her become a first-time homebuyer. T.M. contacted Respondent through an online lead generation system, and informed Respondent that she was relocating to Milwaukee for a job and was looking to buy a condo “asap,” and was living temporarily in a hotel in the meantime.

5. Respondent and T.M. entered into the Buyer Agency Agreement (Form WB-36) on April 13, 2018. The term of this agreement was April 13, 2018 to April 30, 2019.

6. At the time T.M. signed the Buyer Agency Agreement, Respondent also had T.M. sign a document titled “Addendum I to the WB-36 Buyer Agency Agreement.” Addendum I was not a form approved by the Board.

7. On October 17, 2018, a Department investigator spoke with Respondent by phone. Respondent informed the investigator that she drafted Addendum I. She stated that she did so to include additional details that the WB-36 does not include.

8. Addendum I is a 3-page document that had detailed information providing guidance to the buyer about the homebuying process, and also imposed detailed requirements on the buyer, including the payment of \$250 if the buyer seeks to terminate the Buyer Agency Agreement.

9. From April 10 to April 23, 2018, Respondent worked with T.M. to help her find a home as quickly as possible. Respondent showed T.M. approximately 20 properties during this time period.

10. According to emails and text messages supplied to the Department on October 1, 2018, the following occurred between Respondent and T.M.:

- a. On April 14, 2018, T.M. viewed a property located in Wauwatosa, Wisconsin. After viewing all other condos that T.M. had scheduled to view that day, T.M. discussed with Respondent verbally negotiating with the seller on the purchase price of the property in Wauwatosa, Wisconsin. Respondent conveyed this to the listing agent, and when the listing agent indicated the seller was open to a lower price, T.M. discussed with Respondent submitting an offer.
- b. On April 18, 2018, Respondent provided T.M. with a “SAMPLE CONDO OFFER TO PURCHASE” for her to read the boilerplate language in advance of submitting an offer to assist T.M. in being

prepared, should she want to move forward quickly with submitting an offer.

- c. On April 19, 2018, T.M. was still interested in the property, so T.M. requested and Respondent provided T.M. with additional information regarding the Wauwatosa condo, including the condominium documents and parking information, and inquired whether T.M. would like to submit an offer.
- d. On April 20, 2018, Respondent was notified by the listing agent that the list price at the Wauwatosa condo was about to be decreased. Respondent notified T.M. of the price change and inquired if T.M. wanted to submit an offer.
- e. After not hearing from T.M., on April 21, 2018, Respondent again inquired if T.M. wanted to submit an offer on the subject property since the purchase price of the property was lowered. Respondent asked T.M. to provide her with specific information regarding terms she would offer. T.M. responded the same day with the specific amount of earnest money, the specific amount of down payment, and that she would not request lead-based paint or radon testing if they paid for gap or home warranty and asked additional questions.
- f. Based upon the offer details provided by T.M., Respondent proceeded to draft an Offer to Purchase (OTP) and provide it to T.M. to review.
- g. Respondent spoke to T.M. on phone to go over the OTP. While explaining Addendum S, the Lead-Based Paint Disclosure form, T.M. became unsure about how to proceed. Respondent called the owner of a home inspection company who spoke by conference call to T.M. about testing for lead-based paint. T.M. was still not sure how to proceed and asked Respondent to explain the documents again page by page. Respondent agreed, but asked T.M. to read the documents first and reschedule the appointment.
- h. That same day, April 21, 2018, T.M. stated to Respondent in a text message, "Laura you have not walked through each of these documents with me. We should be walking through the docs together page by page."
- i. In response to the above text message, Respondent wrote, "[T.M.] you are mistaken I did walk through the documents with you and a real estate broker does not go line-by-line through all of the documents it is the buyer's responsibility to read every document line by line but not the real estate professionals responsibility to go line-by-line and it actually states that in the offer to purchase that we give a general explanation of the provisions."

- j. T.M. then stated that “I am not reading anymore if (sic) your entirely ridiculous messages. When you can learn to be more respectful then maybe we can pick this back up. Otherwise forget the condo.”
- k. Respondent told the Department, on April 8, 2022, that when she and T.M. spoke with the home inspector, they also tentatively scheduled a home inspection at that time.
- l. On April 22, 2018, Respondent emailed T.M. and the home inspector to remind T.M. of the tentatively scheduled home inspection and to ask the home inspector when T.M. would need to let them know whether she wants to forward with the inspection. Respondent reminded T.M. to cancel the appointment if she did not have an accepted offer.
- m. T.M. responded to this email that she was not going forward with placing the offer and stated she had not requested an inspection be done.
- n. Respondent replied, stating this tentative appointment was discussed in the conference call with the home inspector, including how much notice was needed to cancel.
- o. In a separate email the same day, T.M. told Respondent “I also stated to hold off on moving forward yesterday. Please stop emailing everyone. I will let you know if and when I am ready to move forward.”
- p. Respondent replied that she sent the email so they would not burn a bridge with the home inspection company.
- q. Also on April 22, 2018, Respondent emailed T.M. and stated, “I have been respectful, kind and courteous to you from the start. You were disrespectful in your communication by text yesterday, and now you are further disrespectful my (sic) misrepresenting what occurred yesterday in your email I reply to, and you copy the email of home inspector that I referred you to about review of documents that has nothing to do with them. You are referring to documents which I already explained to you, the Addendum S and RECR.”
- r. On April 23, 2018, the listing agent of the subject property notified Respondent an offer had been received from another prospective buyer and inquired if T.M. would be submitting an offer. Respondent conveyed this information to T.M. and T.M. responded that she “will NOT be submitting an offer.”
- s. On April 30, 2018, T.M. notified Respondent that she wanted to terminate the Buyer Agency Agreement. She provided Respondent with a “Mutual Termination and Release Letter.” Respondent did not sign the form that T.M. presented because the “Mutual Termination and Release

Letter” did not comply with the terms of Addendum I. Respondent also reminded T.M. of the terms of Addendum I regarding how to expire or terminate the agreement.

- t. On May 2, 2018, T.M. requested Respondent remove her from automatically generated multiple listing services (MLS) property emails. Respondent informed T.M. that T.M. would be in breach of the contract if she were removed. Later the same day, Respondent stated she had stopped the auto emails per T.M.’s request, but she stated that protected properties would continue to accrue at the MLS portal link, which she could still access, until the WB-36 expired. Respondent also wrote that she had discussed T.M. with an attorney and how T.M. had “repeatedly breached contract.”
- u. On May 2, 2018, T.M. asked Respondent when she would be available to personally sign for the \$250 check. T.M. had earlier told Respondent that she would not send the check unless Respondent was available to personally sign for it.
- v. On May 3, 2018, Respondent emailed T.M. and stated that there was no requirement in the WB-36 she be present when the check arrives. Respondent further stated that the \$250 check was required to be mailed within five days of the request for termination, per Addendum I, and that if it is not mailed in that time, that would be a breach of contract.
- w. Respondent also told T.M. in the May 3, 2018 email, “You asked me to reply to your text message where you restated your question(s) you asked by email, text is not a legal form of delivery as I explained to you at the time of explaining the buyer agency agreement to you.” Respondent later told the Department that the reason she told T.M. this is because of the language in the WB-36 form that prohibits delivery of documents or written notices via any methods beyond mail, email, fax, or personal delivery. She stated that she was trying to keep documentation of everything, per license law requirements, and email was the easiest way to do that.
- x. In this email, Respondent also stated that T.M. had asked her to draft an offer which T.M. then did not sign. Respondent stated this “was a total waste of my time, which I consider to be a breach of contract.”

11. On May 7, 2018, T.M. paid the \$250 fee.

12. On May 25, 2018, Respondent submitted to T.M. a WB-47 Amendment to the Buyer Agency Agreement along with a document titled “Addendum to Amendment to WB-36 Buyer Agency Agreement,” which contained a list of protected properties. Respondent informed T.M. that she was required to sign these documents per the terms of Addendum I and submit a list of all additional protected properties that buyer viewed or negotiated for, or which were negotiated for on her behalf. Then, Respondent would expire the Buyer Agency Agreement.

13. The "Addendum to Amendment to WB-36" was not a form approved by the Board. Respondent used a WRA blank addendum form. The document has Respondent's name and firm printed on the bottom but does not specifically indicate who prepared the document.

14. T.M. did not sign the WB-47 Amendment and its Addendum presented by Respondent. T.M. interpreted it as requiring her to pay a full commission to Respondent.

15. On May 31, 2018, Respondent emailed T.M. and informed her that she was mistaken and warned her, "If you make erroneous allegations or think you can make false allegations in an attempt to avoid paying any compensation that you may owe, be very careful about making false allegations and misrepresentations of what has occurred or what you erroneously think has occurred as there are legal remedies for slander, libel and defamation of character."

16. Additionally, in the May 31, 2018 email, Respondent informed T.M. that per Addendum I she was required to provide a list of protected properties and that if she did not do so she was in breach of their contract. She added, "I have already discussed your repeated breaches of contract with more than one real estate attorney. If commission is due under the agreement and it is not paid I plan to ask the court for every remedy available under the law, including court costs and any attorney fees."

17. In the October 17, 2018 phone call with the Department investigator, Respondent told the investigator that T.M. was in breach of contract when T.M. would not avail herself to hear an explanation of the OTP that Respondent drafted at T.M.'s request.

18. The WB-36 expired on April 30, 2019.

19. In resolution of this matter, Respondents do not contest the entry of the following Conclusions of Law and Order.

CONCLUSIONS OF LAW

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

2. By the conduct described in the Findings of Fact, Respondents violated Wis. Admin. Code § REEB 16.05(1) by providing advice or opinions concerning the legal rights or obligations of parties to a transaction, the legal effect of a specific contract or conveyance, or the state of title to real estate.

3. By the conduct described in the Findings of Fact, Respondents violated Wis. Admin. Code § REEB 16.06(4)(a) by using a pre-prepared addendum form that was not prepared by an attorney.

4. As a result of the above violations, Respondents are subject to discipline pursuant to Wis. Stat. § 452.14(3)(L).

ORDER

1. The attached Stipulation is accepted.
2. Respondent Golden Rule Real Estate LLC is REPRIMANDED.
3. Respondent Laura Trimble is REPRIMANDED.
4. The real estate broker's license issued to Laura Trimble (no. 55711-90) is LIMITED as follows:
 - a. Within ninety (90) days of the date of this Order, Respondent shall successfully complete three education courses, on the topics of contracts, forms, and consumer relations, offered by a provider(s) pre-approved by the Board's monitoring liaison, including taking and passing any exams offered for these courses.
 - b. Respondent shall submit proof of successful completion of the ordered education in the form of verification from the institution providing the education to the Department Monitor at the address stated below. The education completed pursuant to this requirement may not be used to satisfy any continuing education requirements that have been or may be instituted by the Board or Department
5. Within ninety (90) days of the date of this Order, Respondent Laura Trimble (license no. 55711-90) shall pay a FORFEITURE in the amount of \$500.
6. Respondent Laura Trimble (license no. 55711-90) shall also pay COSTS of this matter in the amount of \$1,751, pursuant to the following schedule:

<u>Payment Due Date</u>	<u>Amount</u>
December 16, 2022	\$583
March 16, 2023	\$584
June 16, 2023	\$584

7. Requests for pre-approval, course certificates, and payment of forfeiture and costs (made payable to the Wisconsin Department of Safety and Professional Services) shall be sent to the Department Monitor at the address below:

Department Monitor
Division of Legal Services and Compliance
Department of Safety and Professional Services
P.O. Box 7190
Madison, WI 53707-7190

Telephone (608) 266-2112; Fax (608) 266-2264
DSPSMonitoring@wisconsin.gov

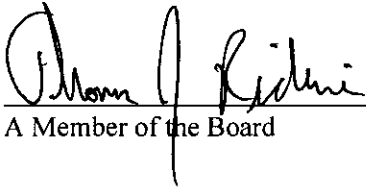
You may also submit this information online via DSPS' Monitoring Case Management System at: <https://dpsmonitoring.wi.gov/>

8. In the event Respondents violate any term of this Order, Respondents' licenses (nos. 55711-90 and 937506-91), or Respondents' right to renew their licenses, may, in the discretion of the Board or its designee, be SUSPENDED, without further notice or hearing, until Respondents have complied with the terms of the Order. The Board may, in addition and/or in the alternative, refer any violation of this Order to the Division of Legal Services and Compliance for further investigation and action.

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

WISCONSIN REAL ESTATE EXAMINING BOARD

By:


A Member of the Board

6-16-2022
Date

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF DISCIPLINARY
PROCEEDINGS AGAINST

LAURA TRIMBLE AND
GOLDEN RULE REAL ESTATE LLC,
RESPONDENTS.

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:
:

STIPULATION

ORDER 0008029

Division of Legal Services and Compliance Case No. 18 REB 059

Respondents Laura Trimble and Golden Rule Real Estate LLC and the Division of Legal Services and Compliance, Department of Safety and Professional Services stipulate as follows:

1. This Stipulation is entered into as a result of a pending investigation by the Division of Legal Services and Compliance. Respondents do not contest the resolution of this investigation by Stipulation.

2. Respondents understand that by signing this Stipulation, Respondents voluntarily and knowingly waive the following rights:

the right to a hearing on the allegations against Respondents, at which time the State has the burden of proving those allegations by a preponderance of the evidence;
the right to confront and cross-examine the witnesses against Respondents;
the right to call witnesses on Respondents' behalf and to compel their attendance by subpoena;
the right to testify on Respondents' own behalf;
the right to file objections to any proposed decision 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 Respondents under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, the Wisconsin Administrative Code, and other provisions of state or federal law.

3. Respondents are aware of Respondents' right to seek legal representation and have been provided an opportunity to obtain legal counsel before signing this Stipulation. Respondents are represented by Attorney Christina Katt.


4. Respondents agree to the adoption of the attached Final Decision and Order by the Wisconsin Real Estate Examining Board (Board). The parties to the Stipulation do not contest the entry of the attached Final Decision and Order without further notice, pleading, appearance or consent of the parties. Respondents waive 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 then be returned to the Division of Legal Services and Compliance for further proceedings. In the event that the Stipulation is not accepted by the 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 or other agent for the Division of Legal Services and Compliance and any member of the Board ever assigned as an advisor in this investigation may appear before the Board in open or closed session, without the presence of Respondents, for purposes of speaking in support of this agreement and answering questions that any member of the Board may have in connection with deliberations on the Stipulation. Additionally, any such advisor may vote on whether the Board should accept this Stipulation and issue the attached Final Decision and Order.

7. Respondents are informed that should the Board adopt this Stipulation, the Board's Final Decision and Order is a public record and will be published in accordance with standard Department procedure.


8. The Division of Legal Services and Compliance joins Respondents in recommending the Board adopt this Stipulation and issue the attached Final Decision and Order.


Laura Trimble
4/13/2022 2:28:15 PM CDT

Laura Trimble, Respondent
Wauwatosa, WI 53213
Credential No. 55711-90

04/13/2022


Date


Laura Trimble
4/13/2022 2:28:17 PM CDT

Golden Rule Real Estate LLC, Respondent
By: Laura Trimble, Responsible Licensee
Wauwatosa, WI 53213
Credential No. 937506-91

04/13/2022

Date



Christina Katt, Attorney for Respondent
Wilson Elser Moskowitz Edelman & Dicker LLP
555 East Wells St. Suite 1730
Milwaukee, WI 53202

4/13/22

Date



Megan Reed, Attorney
Division of Legal Services and Compliance
P.O. Box 7190
Madison, WI 53707-7190

04/13/22

Date