

Minutes of Meeting

VIRGINIA REAL ESTATE BOARD INFORMAL FACT-FINDING CONFERENCES MARCH 31, 2004 (9:00 A.M.)

The Virginia Real Estate Board convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Schaefer Oglesby and Herman Key, Board Members, Presided. No other Board members were present

Douglas W. Schroder appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD.

Disc=Disciplinary Case

C=Complainant/Claimant

R=Respondent/Regulant

PB=Principal Broker

SA=Sales Agent

I=Investigator

W=Witness

1. David L. Morton, Jr.
File Number 2003-01824 (Disc)
David Morton, Jr. – R
Ms. Kevette Elliott – R's Atty
Judith & Walter McCaskill – C
Betty Morton – W
Donna Talley - W
Janet Creamer – I
2. Donald Peter Pavell
File Number 2003-03023 (Disc)
Donald Pavell – R
Janet Creamer – I
3. Wilburn M. Blount
File Number 2002-03240 (Disc)
No Decision Made
Wilburn Blount - R
Bob Pritchard, R's Atty
Alan Thompson – C
Janet Creamer – I
David Dorner - I
4. Samuel Dewayne Moore, Sr.
File Number 2003-01601 (Disc)
Samuel Moore, Sr. – R
William R. Brown, II - W
Shelby Smith-Hill - I

5. William R. Brown, II
File Number 2003-02199 (Disc)

William Brown, II – R
Samuel Dewayne Moore, Sr. - W
Shelby Smith-Hill - I

6. Collins M. Blaha
File Number 2004-00371 (Disc)

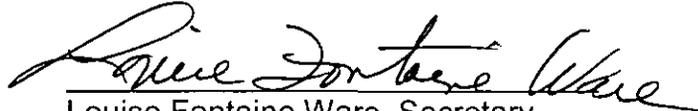
Collins Blaha - R
Glenn R. Gilley – W
Wayne Ozmore - I

The meeting adjourned at 5:30 p.m.

Virginia Real Estate Board



S. Ronald Owens, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

REAL ESTATE BOARD

**RE: DAVID L. MORTON, JR.
LICENSE NUMBER: 0205 143417**

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 31, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David L. Morton, on February 4, 2004. The following individuals participated at the conference: David Morton; Respondent; Kevette Elliott, Attorney for Respondent; Judith and Walter McCaskill, Complainants; Betty Morton, Donna Talley, Witnesses; Janet Creamer, Investigator; Douglas W. Schroder, Staff Member; and Schaefer Oglesby, Presiding Board Member.

Summation of Facts

1. On January 6, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Walter and Judith McCaskill (the McCaskills) regarding a purchase agreement they entered into to sell their property in Richmond, Virginia, through Twin Towers Realty, as listing firm, by David L. Morton (Morton) as listing agent.
2. On or about November 27, 2002, the McCaskills, as sellers, and Stephen and Dorothy Zinabala (the Zinabalas), as purchasers, entered into a Residential Contract of Purchase Agreement for property known as 807 Pineville Road in Richmond, Virginia, through Twin Towers Realty, as listing firm, by David Morton (Morton) as listing agent and seller's representative, and Pavell and Co. Realtors, as selling firm, by Donald Pavell (Pavell), as selling agent and buyer's representative.
3. Closing, which was scheduled for on or before December 18, 2002, never occurred.
4. During the IFF, Morton testified that verbal notification was given to the McCaskills, concerning the changes that occurred in the transaction of attempting to sell the McCaskill's home, and that he had informed the McCaskills right from the beginning, that the time frame to close this transaction by December 18, 2002, would probably not be met.
5. During the IFF, Morton was asked why he did not give the McCaskills "written notification" and his response was "it was an oversight, and up until the time I (Morton) left to go on vacation, prior to Christmas, I still believed and was given assurance that the transaction would, in fact, close".
6. During the IFF, Ms. McCaskill testified that they were told by Morton that the loan was pre-approved and that "the money is just sitting there" and that the closing was going to happen before Christmas. Additionally, Ms. McCaskill stated that they moved

out of the home to an apartment to allow for the buyers to move in, which resulted in financial hardship.

Conclusion and Recommendation

Count 1: 18 VAC 135-20-310(2) (Effective January 1, 1999)

While Morton did not provide written notice of a material change, of the fact that the closing would not take place, I believe that he did everything that a prudent real estate agent should do under similar circumstances to keep the seller informed of the progress (or lack thereof) in this transaction. Morton was an extremely credible witness and I believe him to be a very responsible agent. Therefore, I recommend that this count of the file be closed with a finding of no violation.

By: _____

Schaefer Oglesby
Presiding IFF Board Member
Real Estate Board

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 0205 143417 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
REAL ESTATE BOARD**

RE: DONALD PETER PAVELL

LICENSE NUMBER: 0203 012492

FILE NUMBER: 2003-03023

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 31, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Donald Peter Pavell, on February 4, 2004. The following individuals participated at the conference: Donald Peter Pavell; Respondent; Janet Creamer, Investigator; Douglas W. Schroder, Staff Member; and Schaefer Oglesby, Presiding Board Member.

Background

On January 6, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Walter and Judith McCaskill (the McCaskills) regarding a purchase agreement they entered into to sell their property in Richmond, Virginia, through David Morton (Morton) t/a Twin Towers Realty and Donald Pavell (Pavell) t/a Pavell & Company Realtors.

On or about October 29, 2002, Pavell entered into an Exclusive Right to Represent Buyer agreement with Stephen and Dorothy Zinabala (the Zinabalas).

On or about November 27, 2002, the McCaskills, as sellers, and the Zinabalas, as purchasers, entered into a Residential Contract of Purchase Agreement for property known as 807 Pineville Road in Richmond, Virginia, through Twin Towers Realty, as listing firm, by Morton, as listing agent and seller's representative, and Pavell and Co. Realtors, as selling firm, by Pavell, as selling agent and buyer's representative.

Summation of Facts

1. Prior to signing the Exclusive Right to Represent Buyer agreement, the Zinabalas told Pavell they were not United States citizens and did not have a green card. Stephen Zinabala (S. Zinabala) told Pavell that he had tried to get a loan before and was told that as he did not have a green card, he would have to put 10% down on a property.
2. Closing, which was scheduled for on or before December 18, 2002, never occurred.
3. On or about January 6, 2003, the Zinabalas loan was denied partly due to the Zinabala's not having a green card. Prior to January 6, 2003, this information was never provided by Pavell to Morton or the McCaskills.

4. On January 13, 2003, the McCaskills signed a Release from the transaction that specified the \$1,000.00 earnest money deposit be released to the McCaskills.
5. On January 26, 2003, Pavell presented the release to the Zinabalas, who refused to sign.
6. On January 31, 2003, Pavell signed the Zinabalas' name on the release without their permission. Pavell thought the earnest money would be returned to the Zinabalas, and Pavell was entitled to the funds per his buyer broker agreement.
7. Pavell failed to safeguard the interests of the public and engaged in improper, fraudulent, and dishonest conduct when he signed the Zinabalas' name on the Release without permission.
8. Item #4 of the Purchase Contract specified that the Zinabalas paid a Deposit of \$1,000.00 with James Peter Pavell Per Buyer's Broker Agreement, ("Escrow Agent"), by check. Upon ratification of the contract by all parties, the Deposit was to be held in escrow by the Escrow Agent. Pavell acknowledged receipt of the deposit on November 27, 2002. The purchase contract was ratified by all parties on November 30, 2002.
9. On February 4, 2003, Pavell, Sole Proprietor t/a Pavell & Co Realtors, told the Board's Agent, Janet P. Creamer (Investigator Creamer) that he did not have an escrow account. Pavell told Investigator Creamer that when he receives monies from his clients, he places the funds in a cash box located in his office.

Conclusion and Recommendation

Count 1: Section 54.1-2132(A)(4) of the Code of Virginia

The verbal flow of information regarding the loan, required to close this transaction, was more or less continuous, considering the Christmas/New Years vacation period. I believe that Pavell kept Morton informed as much as possible, verbally, with what Pavell knew. The purchaser (Zinabala) reduced the down payment amount while the loan was being processed which extended processing time and in the end made the loan impossible to place, thereby allowing the purchaser to back out of the contract. Therefore, I recommend that this count of the file be closed with a finding of no violation.

Count 2: 18 VAC 135-20-260(8) and (9) (Effective January 1, 1999)

Regarding Board Regulation 18 VAC 135-20-260(8), based on the testimony and information presented by Pavell at the IFF, he has demonstrated a history of concern and protection for the public. The release which was signed by Pavell for the Zinabalas was done to allow the sellers to conclude the transaction as Zinabalas refused to sign the release agreement. The \$1,000.00 deposit in question would never have gone to

Zinabalas because of the buyer/broker agreement. I believe Pavell did not fail to act in a manner to safeguard the interests of the public. Therefore, I recommend that this count of the file be closed with a finding of no violation.

Pavell's actions of signing the Zinabalas names on the release, without their permission, was engaging in improper conduct, in violation of Board Regulations 18 VAC 135-20-260(9). Therefore, I recommend that a monetary penalty of \$200.00 be imposed for violation of this regulation.

Count 3: 18 VAC 135-20-180(A)(1) (Effective January 1, 1999)

Pavell's failure to place the earnest money deposit in an escrow account by the end of the fifth business banking day following ratification of the contract, is in violation of Board Regulation 18 VAC 135-20-180(A)(1). Pavell believed that his buyer/broker agreement allowed him to keep at least the \$1,000.00, even if the buyer never purchased a home, Pavell thought he could keep the money immediately for himself and later allow the purchaser to use it as a deposit on a purchase. Pavell stated that he had studied the Board's Regulations in effect, and concluded after this incident happened he could be considered in violation. Pavell testified that he has now reopened his operating and escrow checking accounts. During the IFF, Pavell provided documentation of his 33 year long "clean" real estate record. Therefore, I recommend that a monetary penalty of \$500.00 be imposed for a violation of the regulation.

By: _____

Schaefer Oglesby
Presiding IFF Board Member
Real Estate Board

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 0203 012492 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

REAL ESTATE BOARD

**RE: SAMUEL DEWAYNE MOORE, SR.
LICENSE NUMBER: 0225 061023**

FILE NUMBER: 2003-01601

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 31, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Samuel Dewayne Moore, Sr., on February 13, 2004. The following individuals participated at the conference: Samuel Dewayne Moore, Sr., Respondent; William R. Brown, II, Witness; Shelby Smith-Hill, Investigator, Douglas W. Schroder, Staff Member; and R. Schaefer Oglesby, Presiding Board Member.

Background

On December 9, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Jon T. Peterson (Peterson), seller, regarding a real estate transaction that involved Samuel Dwayne Moore (Moore), as buyer's broker, on behalf of WBRE Real Estate (WBRE), as agent and William R. Brown II (Brown) as principal broker.

On or about August 27, 2002, Joe Bates (Bates), as buyer, completed and signed a WBRE Real Estate Offer to Purchase Agreement, in the amount of \$645,000.00, for property located at 312 Yorkshire Drive, Williamsburg, Virginia on behalf of Joe and Toni Bates (the Bates). Toni Bates did not sign the written offer. On or about September 3, 2002, the Petersons signed and accepted the offer to purchase.

The written agreement reflects the earnest money deposit in the amount of \$5,000.00 will be held by WBRE, escrow agent.

Summation of Facts

1. On or about August 28, 2002, the next day, Bates told Moore that he would present the earnest money deposit, by check, to Moore when they meet at Bates business, however, Moore and Bates never connected. Approximately 2-3 days later, Moore met with Bates to pick up the earnest money deposit, however, Bates did not have his checkbook with him at that time, and told Moore that he would get the money to him as soon as possible.
2. Moore returned to Bates business on a weekly basis, trying to obtain the earnest money deposit, however, Bates continued to give excuses as to why he did not have the money, such as "I will handle it, I will get my attorney to give you the money."
3. The last time Moore saw Bates was approximately 1-2 days before closing. Bates continued to give Moore excuses. On or about October or November 2002, Moore went to Bates's business and found the business closed. Bates never told Moore he was relocating and never returned his calls.
4. When Moore delivered the contract to Brown, Brown asked Moore about the earnest money deposit. Moore assured Brown it was forthcoming. Since the contract was in the executory stage as of 9/3/02, and was to be executed on 9/23/02, Brown did not press Moore very hard, but reminded him if an offer reflects WBRE is holding the earnest money deposit, then they needed the earnest money in their possession.
5. The closing date of September 23, 2002, expired and Moore did not have the earnest money deposit nor had Moore informed the Petersons that he never collected the earnest money deposit.
6. On or about January 5, 2003, Moore told Investigator Shelby Smith-Hill, the Board's agent, (the Board's agent), that he never collected the earnest money deposit from Bates, even though the written agreement said WBRE was holding the funds. Moore did not inform the Peterson's that he never collected the earnest money deposit.
7. On or about February 6, 2003, Brown told the Board's agent that he never received the earnest money deposit from Moore, even though the written agreement said WBRE was holding the funds. Brown did not inform the Petersons that he was not holding the funds until after the Petersons sent a letter dated November 18, 2002, via email, with a request to forfeit the earnest money deposit and terminate the contract.

Conclusion and Recommendation

Count 1: 18 VAC 135-20-260(9) (Effective January 1, 1999)

Moore's engaging in improper conduct by stating in the contract that he had received a \$5,000.00 earnest money deposit, when no deposit was actually received, is a violation of Board Regulation 18 VAC 135-20-260(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed.

18 VAC 135-20-260(8) (Effective January 1, 1999)

Moore's failure to act as a real estate salesperson in such a manner as to safeguard the interests of the public. I recommend that this charge be closed with a finding of no violation because it does not apply.

Count 2: 18 VAC 135-20-310(2) (Effective January 1, 1999)

The closing was set for September 23, 2002, however, the seller was not notified until after November 18, 2002, that no deposit was ever collected. Moore's failure to notify the seller in a timely manner that no deposit was ever collected is a violation of Board Regulation 18 VAC 135-20-310(2). Therefore, I recommend that a monetary penalty of \$300.00 be imposed for a violation of the regulation.

By: _____

R. Schaefer Oglesby
Presiding IFF Board Member
Real Estate Board

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 0225 061023 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

REAL ESTATE BOARD

**RE: WILLIAM RUSSELL BROWN, II
LICENSE NUMBER: 0225 047872**

FILE NUMBER: 2003-02199

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 31, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to William Russell Brown, II, on February 13, 2004. *The following individuals participated at the conference: William Russell Brown, II, Respondent; Samuel Dewayne Moore, Sr., Witness; Shelby Smith-Hill, Investigator; Douglas W. Schroder, Staff Member; and R. Schaefer Oglesby, Presiding Board Member.*

Background

On December 9, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Jon T. Peterson (Peterson), seller, regarding a real estate transaction that involved Samuel Dwayne Moore (Moore), as buyer's broker, on behalf of WBRE Real Estate (WBRE), as agent and William R. Brown II (Brown) as principal broker.

On or about August 27, 2002, Joe Bates (Bates), as buyer, completed and signed a WBRE Real Estate Offer to Purchase Agreement, in the amount of \$645,000.00, for property located at 312 Yorkshire Drive, Williamsburg, Virginia on behalf of Joe and Toni Bates (the Bates). Toni Bates did not sign the written offer. On or about September 3, 2002, the Petersons signed and accepted the offer to purchase.

The written agreement reflects the earnest money deposit in the amount of \$5,000.00 will be held by WBRE, escrow agent.

Summation of Facts

1. On or about August 28, 2002, Bates told Moore that he would present the earnest money deposit, by check, to Moore when they meet at Bates business, however, Moore and Bates never connected. Approximately 2-3 days later, Moore met with Bates to pick up the earnest money deposit, however, Bates did not have his checkbook with him at that time, and told Moore that he would get the money to him as soon as possible.
2. Moore returned to Bates business on a weekly basis, trying to obtain the earnest money deposit, however, Bates continued to give excuses as to why he did not have the money, such as "I will handle it, I will get my attorney to give you the money."
3. The last time Moore saw Bates was approximately 1-2 days before closing. Bates continued to give Moore excuses. On or about October or November 2002, Moore went to Bates's business and found the business closed. Bates never told Moore he was relocating and never returned his calls.
4. When Moore delivered the contract to Brown, Brown asked Moore about the earnest money deposit. Moore assured Brown it was forthcoming. Since the contract was in the executory stage as of 9/3/02, and was to be executed on 9/23/02, Brown did not press Moore very hard, but reminded him if an offer reflects WBRE is holding the earnest money deposit, then they needed the earnest money in their possession.
5. The closing date of September 23, 2002, expired and Moore did not have the earnest money deposit nor had Moore informed the Petersons that he never collected the earnest money deposit.
6. On or about January 5, 2003, Moore told Investigator Shelby Smith-Hill, the Board's agent, ("the Board's agent"), that he never collected the earnest money deposit from Bates, even though the written agreement said WBRE was holding the funds. Moore did not inform the Peterson's that he never collected the earnest money deposit.
7. On or about February 6, 2003, Brown told the Board's agent that he never received the earnest money deposit from Moore, even though the written agreement said WBRE was holding the funds. Brown did not inform the Petersons that he was not holding the funds until after the Petersons sent a letter dated November 18, 2002, via email, with a request to forfeit the earnest money deposit and terminate the contract.

Conclusion and Recommendation

Count 1: 18 VAC 135-20-310(2) (Effective January 1, 1999)

The closing was set for September 23, 2002, however, the seller was not notified until after November 18, 2002, that no deposit was ever collected. Brown's failure to see that the seller was notified in a timely manner that no deposit was ever collected is a violation of Board Regulation 18 VAC 135-20-310(2). Therefore, I recommend that a monetary penalty of \$300.00 be imposed for a violation of the regulation.

Count 2: 18 VAC 135-20-260(9) (Effective January 1, 1999)

Brown's engaging in improper conduct by knowing that the contract stated that he had received a \$5,000.00 earnest money deposit, when no deposit was actually received, is a violation of Board Regulation 18 VAC 135-20-260(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed.

18 VAC 135-20-260(8) (Effective January 1, 1999)

Brown's failure to act as a real estate broker in such a manner as to safeguard the interests of the public. I recommend that this charge be closed with a finding of no violation because it does not apply.

By: _____

R. Schaefer Oglesby
Presiding IFF Board Member
Real Estate Board

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 0225 047872 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
REAL ESTATE BOARD**

**RE: COLLINS M. BLAHA
LICENSE NUMBER: 0225 036829**

FILE NUMBER: 2004-00371

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 31, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Collins M. Blaha, on February 5, 2004. The following individuals participated at the conference: Collins M. Blaha, Respondent; Glenn R. Gilley, Witness; Wayne Ozmore, Investigator; Douglas W. Schroder, Staff Member; and R. Schaefer Oglesby, Presiding Board Member.

Background

On or about June 20, 2003, Collins M. Blaha (Blaha) sent a letter to Christine Martine (Martine), Executive Director of the Virginia Real Estate Board (the Board), that notified the Board of Blaha's conviction for assault and battery within thirty days of the conviction in compliance with 18 VAC 135-20-260(6).

Summation of Facts

1. On or about May 23, 2003, in the Juvenile and Domestic Relations Court for the City of Williamsburg and James City County, Virginia (the Court), Collins M. Blaha (Blaha), a licensed real estate sales agent, was convicted of assault and battery in violation of §18.2-57.2 of the Code of Virginia, a Class I Misdemeanor. The offense occurred on or about March 15, 2003. Collins M. Blaha did assault and batter Linda Bell (Bell) and caused physical injury to Bell that required dental work to be performed on Bell by Stacey S. Hall, D.D.S., in the amount of \$5,622.00.
2. The Court ordered Blaha to serve the following sentence: twelve months in jail with eleven months suspended; two years of probation with the following conditions: successful completion of a twenty-four week alcohol rehabilitation program, no further contact with Linda Bell, and payment of restitution to Linda Bell for dental work. There is no appeal pending.

3. During the IFF, Blaha testified that he has paid over one-half of the \$5,622.00 restitution and continues to pay on a regular basis.

Conclusion and Recommendation

Count 1: 18 VAC 135-20-260(5) (Effective April 1, 2003)

Blaha's actions in having been convicted or found guilty regardless of the manner of adjudication in any jurisdiction of the United States of a misdemeanor involving moral turpitude, sexual offense, drug distribution, or physical injury, or any felony, there being no appeal pending therefrom or the time for appeal having elapsed is a violation of Board Regulation 18 VAC 135-20-260(5).

Upon listening to Blaha's testimony and his demeanor at the IFF, I believe that Blaha is well on his way to recovery from alcoholism. I do not believe Blaha is any threat to the public. Blaha's broker attended the IFF and totally supports Blaha as a person as well as a real estate agent. Blaha has been clean for over a year and is regularly attending AA meetings. I recommend no sanction for this violation.

By: _____

R. Schaefer Oglesby
Presiding IFF Board Member
Real Estate Board

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 0225 036829 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

STATE AND LOCAL GOVERNMENT
CONFLICT OF INTEREST ACT

TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government

1. Name: Schaefer Oglesby
2. Title: Board Member
3. Agency: Real Estate Board
4. Transaction: Informal Fact-Finding Conferences on March 31, 2004
5. Nature of Personal Interest Affected by Transaction: _____

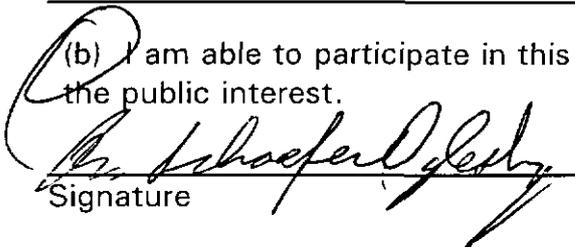
6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

(b) I am able to participate in this transaction fairly, objectively, and in the public interest.

Signature

Date



March 31, 2004