



**WASHINGTON**  
COUNTY BOARD OF  
**REALTORS®** 

March 19th, 2026

Notice of Final Action - Ethics Hearing

Dear WCBR Members,

As outlined in the National Association of REALTORS® Code of Ethics & Arbitration Manual, Boards are permitted to publish the outcomes of ethics hearings resulting in formal discipline. Names may only be disclosed when the discipline involves suspension or expulsion of Board and/or MLS membership. Because this matter did not result in suspension or expulsion, the decision is being shared with member names redacted. This information is distributed through official Board communications to support member awareness and compliance with ethical standards.

On March 18th, 2026, the WCBR Board of Directors ratified the findings of the Hearing Panel. Following a full Ethics hearing, the Panel found that the Respondent violated **Article 16** of the **REALTORS® Code of Ethics**, which reads:

*Article 16: REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients. (Amended 1/04)*

Complainant had an Exclusive Right to Sell Listing Agreement with their seller. The seller had previously attempted to sell the property and had a For Sale by Owner sign in the yard. Instead of removing the For Sale by Owner sign, the seller asked the Complainant to install the brokerage sign in front of the For Sale by Owner sign, which was done in a manner that hid the seller's phone number, per the seller's request. The property was listed as active in the MLS.

Respondent's buyer sent Respondent a picture of the For Sale by Owner sign that was posted in the yard and asked Respondent to reach out to the seller to negotiate an offer. The photograph depicted the details of the For Sale by Owner Sign, including the telephone number for the seller, but also showed that the For Sale by Owner sign was only visible in the photograph because the buyer was pulling back the brokerage sign to capture the For Sale by Owner sign details. The photograph clearly showed part of the Complainant's brokerage name, 60% of the agent's first name, and almost the entirety of the Complainant's phone number.

Respondent subsequently proceeded to call the seller directly, and they told Respondent to send over the offer. During the first call, Respondent failed to ask the seller whether they were represented by a real estate agent. Prior to making the offer, seller informed Respondent that they were represented by an agent and to include their agent. Despite this information, Respondent prepared the offer with a transaction coordinator (TC), and in the confirmation of agency section of the Real Estate Purchase Contract (REPC), Respondent filled in "Unrepresented" as it pertained to the Seller. The TC sent the offer

to the seller directly, who then forwarded it to the Complainant. Complainant prepared a counteroffer for their seller that added Complainant and Complainant's brokerage to the REPC as representing the Seller. There were no other terms that were counter-offered.

After the parties went under contract, the transaction proceeded without further complication and ultimately closed.

Respondent testified that on the initial call with the seller they did not ask the seller whether the seller had an agent - even though the photograph clearly showed a real estate brokerage sign in addition to the For Sale by Owner sign. Respondent also testified that they knew that the seller was represented by an agent prior to submitting an offer, but Respondent and the TC still prepared the offer and engaged in negotiations with the seller prior to sending the offer directly to the seller and inserting "unrepresented" in the agency section of the REPC. They testified that they did not look up the listing on the MLS.

Respondent refused to take responsibility for their actions and did not acknowledge any responsibility for the actions of the TC. Additionally, Respondent wasn't able to confirm whether or not the TC was licensed. They blamed Complainant for the confusion with two signs, for not reaching out first, and also claimed that they had added Complainant into the transaction, but the evidence showed that it was Complainant who had to insert themselves into the transaction. Respondent also referred to this matter as "petty and silly".

Complainant testified that the submission of the offer directly to the seller undermined the professional relationship between seller and Complainant and caused the seller to question Complainant's value - since the seller could have just sold it by owner.

The Hearing Panel concluded that the Respondent is failed to understand that REALTORS® hold themselves to a higher standard and have an affirmative duty to ask questions of the seller to determine whether there is an exclusive brokerage agreement with another agent so as not to interfere with another REALTORS® agency relationship - especially given the Complainant's brokerage sign was on the property, as well as the active listing detailed on the Multiple Listing Service.

**As a result of these findings, the following disciplinary action was imposed:**

- Take the following classes in a live, in-person session, held at the Board Office:
  - 3 - Hour Code of Ethics, within 90 days
  - 2 - Hour Contracts or Agency Course, within 6 months
- Pay a \$250 fine plus a \$500 administrative fee within 90 days.

*If discipline is not completed within the required timelines the Respondent's SUPRA and MLS services will be terminated until the discipline is complete.*

Please be advised that the decision of the Board of Directors is final and not subject to further review.

Sincerely,

**Emily Merkley**

Chief Executive Officer & Professional Standards Administrator