Manitoba
Financial Services
Agency

April 17, 2024

IN THE MATTER OF: **THE REAL ESTATE SERVICES ACT**

- and -

IN THE MATTER OF: **REGINALD WAYNE KEHLER**

REASONS FOR DECISION
OF THE HEARING PANEL OF
THE MANITOBA SECURITIES COMMISSION

Hearing Dates: October 4, 2023, January 22, 2024 and January 29, 2024

Panel:

Panel Chair:	Mr. D. Cheop, K.C.
Member:	Ms. D. Ammeter
Member:	Mr. A. Babiuk

Appearances:

K. Sharma	)	Counsel for The Manitoba Securities Commission

No one appearing on behalf of Reginald Wayne Kehler

Background

These proceedings were initiated by a Notice of Hearing and a Statement of Allegations of Staff of The Manitoba Securities Commission (Commission), both dated July 23, 2023 issued under subsection 59(1) of *The Real Estate Services Act* (RESA) to consider:

1. Whether it is in the public interest to order pursuant to subsection 59(1) of RESA that conditions be imposed on the registration of Reginald Wayne Kehler (Kehler) under RESA and/or his registration as a salesman under RESA be suspended or cancelled;
2. Whether the Manitoba Real Estate Association Inc. (MREA) should be ordered to pay to a person or persons an amount out of the Real Estate Reimbursement Fund (Fund) under subsection 65(2) of RESA pertaining to the actions of Kehler in connection with a trade or transaction in real estate;
3. Whether pursuant to subsection 59(1) of RESA it is in the public interest to order that Kehler pay the costs of the investigation and hearing;
4. Such further and other matters and the making of such further and other orders as the Commission may deem appropriate.

In the Notice of Hearing and Statement of Allegations, Staff of the Commission alleged that Kehler, in connection with the sale of a residence by D.R and P.R. (the Sellers), who had retained him as their agent:

- failed to disclose to them in a timely manner that R.B., with whom the Sellers had an accepted Offer to Purchase for their residence located at 63 Bramble Drive in Winnipeg (Property) and for whom Kehler was also acting as agent, had not provided the required deposit within the 72 hour period, as was required by the Offer;
- reduced the purchase price of the Property without the consent of his clients, the Sellers;
- committed fraudulent acts in connection with a trade or transaction in real estate by forging the signatures of the Sellers on an Acknowledgement of Joint Representation Form

and that Kehler's conduct, as set out above, was contrary to the public interest and the Act.

Kehler appeared by way of video link at the initial hearing before the Commission on October 4, 2023 without counsel. At that time the hearing panel encouraged Kehler to retain a lawyer to assist him and adjourned the hearing in order for him to consider doing so. Although Kehler subsequently did retain counsel, she withdrew prior to the recommencement of the hearing on January 22, 2024. Kehler was advised of the continuation of the hearing in advance of that date but he advised counsel for Commission Staff that he would be out of town in Toronto at that time and requested a further adjournment. The panel refused his request for an adjournment but offered Kehler the opportunity to participate in the hearing by way of videoconference. He declined to do so. As a result, the hearing continued on January 22, 2024 in his absence.

The Transaction

D.R., who is in the Canadian military, testified that he and his wife, P.R., had retained Kehler when he was transferred to Winnipeg in 2018 to help them find a house. He said they had a

good relationship with Kehler and retained him again in 2020 as listing agent to sell their Property when he was being transferred to Ottawa. The Property was listed for sale by Kehler in May and after some showings and a "low ball" offer that they rejected, the Sellers agreed to sell their property to R.B. (Buyer) under an offer to purchase (Offer) dated June 15, 2020 (D.R. signed it electronically since he was away from Winnipeg at the time). The Offer provided that the purchase price was to be $570,000, with possession date of July 15, 2020 and provided that the Buyer was to deliver a deposit of $100,000 within 72 hours of acceptance of the Offer (the Sellers took comfort in the fact that such a large deposit was being provided). Kehler was both the selling salesperson and listing salesperson under the Offer.

After the Offer had been signed the Sellers quickly made arrangements to prepare for the closing and their move to Ottawa with their three and four year old children given that the possession date was only about a month away. During that time they had some interactions with Kehler, who did not give the sense that anything was amiss. On July 10, the day before the Sellers were due to leave for Ottawa, they stayed at a hotel in Winnipeg and spoke to Kehler, who said everything was fine, telling them that they should leave an additional key for the Property.

The Sellers then set out by car the following day and arrived in Toronto on July 13, where they were stopping on their way to Ottawa. That evening – 36 hours before the scheduled closing – Kehler called D.R. and told him that he had never received the deposit of $100,000 from the Buyer. Kehler further advised him that he had met with the Buyer during the period since the Offer was signed and had agreed to extend the time for the delivery of the deposit but it had still not been paid. In an interview with Commission Staff, Kehler stated that he decided not to inform the Sellers earlier about this problem because he continued to believe the deposit would be forthcoming and he was "trying to relieve some stress" on the part of the Sellers. Nonetheless, in the interview he acknowledged that:

> "I should have immediately advised them at the 72-hour mark, get their input as to what they wanted to do, whether they wanted to carry on, giving him an extension".

After being advised that the deposit had never arrived, D.R. told Kehler to press the Buyer to still close the transaction. This led to the Sellers agreeing to reduce the required deposit to $20,000 and move the possession date from July 15 to July 20 in exchange for an additional payment of $5,000, $4,000 of which the Buyer actually paid to the Sellers. The transaction still failed to close, leaving the Sellers forced to scramble to extend the insurance on the Property and advise the utilities that they would remain responsible for payment.

In the meantime, Kehler recommended that they relist the Property for sale and discussed marketing options, including reducing the listing price. The Property went back on the market in late July with a new listing price of $574,900. The Sellers were hoping for a quick sale since they were intending to use the net sale proceeds from the Winnipeg Property to pay for renovations to their home in Ottawa.

On August 10, Kehler recommended to the Sellers that they reduce the asking price for the Property by $5,000 to $569,900. Instead, D.R. agreed to a $7,000 reduction to $567,900. On August 22, D.R. looked at the online listing for the Winnipeg Property and discovered that the stated listing price was now $564,900, $3,000 less than he said they had agreed to. D.R. contacted Kehler about this discrepancy in an email, stating:

> "We notice that you dropped the price of the house again to $564,900, which came as a surprise as we did not authorize it. However, now that the price has been lowered we can't really raise it, so we're stuck with what you have done. Therefore, please leave it as it is but in the future clear such changes with us before proceeding."

Kehler responded in an email that the Sellers had agreed to this reduction in the listing price in a telephone conversation but there is no evidence before us, such as a confirming email or text message, beyond this bald statement, which D.R. immediately denied in an email response to Kehler 11 minutes later.

By this time, the Sellers had been out of the Property for about a month and they contacted Kehler about arranging to have it maintained. Although he agreed to do so, the Sellers ended up having some friends come by and cut the grass (in the interview with Commission Staff Kehler said he went by a few times and "pulled weeds").

On August 24, D.R. sent an email to Kehler asking him to speak with his brokerage, Re/Max Professionals (Re/Max), as to how they could make things right. He subsequently sent a further email to Kehler, this time copying Re/Max, saying they need to resolve this. On August 30 D.R. wrote them again recommending that Re/Max buy the Property from the Sellers. He sent a follow up email on September 2 but the Sellers never received a response to any of these communications.

On September 5 the Sellers hired a new brokerage to sell the Property. There were a number of showings and further price reductions and one offer that fell through. On December 13 the Sellers accepted an offer that closed on January 2, 2021. The stated sale price in this offer was $517,500, but the Sellers agreed to reimburse $10,000 to the purchaser – which was a payment D.R. had received from his employer and which was a taxable benefit to him – meaning that the actual sale price was $507,500.

In late December Re/Max did respond to the Sellers and told them that they had referred this matter to its insurers. On March 5, 2021, Centra Claims Management Inc.(Centra) responded to the Sellers on behalf of the insurer and rejected the claim, without having spoken to the Sellers. Among other things, Centra stated that the Sellers had signed an Acknowledgement of Limited Joint Representation form dated June 15, 2020 that set out a number of understandings arising from the fact that Kehler was acting as both listing and selling salesperson on the sale of the Property to the Buyer, a copy of which was included in Centra's response. The Sellers had never seen this form until receiving it with the March 5 letter (in his interview with Commission Staff Kehler agrees that he never sent them a copy). Kehler, in his interview with Commission Staff, acknowledges that the Sellers never signed this document – we note that the purported signatures on the form look nothing like the actual signatures of the Sellers on other documents – and that in fact D.R. was away from Winnipeg on June 15. Although Kehler in that interview stated he had been authorized by the Sellers to sign on their behalf, he acknowledged that the document contains no reference to this, which would have been his usual practice:

> "Mr. Roy: No. Is it your habit to sign documents for people?
>
> Mr. Kehler: No. Like typically, you know, if I ever would have signed one anywhere in the past, that's the other thing, I don't understand why it wouldn't say, as per phone, signed this agreement."

Although Kehler maintained in the interview that D.R. had authorized him to sign the Acknowledgement, both of the Sellers testified that they had not done so. When asked by Commission Staff why he arranged to have the Offer executed by the Sellers, P.R. in person and D.R. remotely from out of town, but did not have them sign the Acknowledgement of Limited Joint Representation at that time even though it was purportedly executed on the same day, Kehler had no real explanation:

> "Mr. Ritchie: Okay. So when you went to [P.R.] to have the offer to purchase signed, did you have this acknowledgement of joint representation form with you as well?
>
> Mr. Kehler: I would have, yes. So I don't understand why it wasn't signed by her at the time. Like I must have missed it. Again, this is, you know, a couple of years ago."

Kehler downplayed the significance of this document in his interview with Commission Staff, stating that it "was of no benefit to him" and that essentially he was relying on the fact that the Sellers initialed the top of the Offer where he was noted as both listing and selling salesperson as disclosing his role. However, he acknowledged he did need the form signed by the Sellers because the administrative staff at his brokerage was pressing him for it and that he also needed to provide it to the Winnipeg Real Estate Board.

Analysis

Conduct of Kehler

The Notice of Hearing alleges that Kehler engaged in three instances of improper conduct in connection with the sale of the Property. Dealing with each in turn:

1. *Failure to pay deposit*- there is no dispute that Kehler failed to advise the Sellers that the Buyer did not pay the required deposit within the 72 hour deadline set out in the Offer. Kehler acknowledges this in his interview and states that his reason for not doing so was that he believed throughout that the deposit would be forthcoming and that he was trying to avoid causing the Buyers stress. This is hardly justification for not doing so. Indeed, it is difficult to imagine a situation designed to cause the Sellers more stress than waiting until two days before the scheduled closing when they had already packed up and driven most of the way to Ottawa to tell them the Buyer had not paid one cent of the deposit.

2. *Reduction of sale price*- there is a disagreement in the evidence before us as to whether the Buyers agreed to reduce the sales price of the Property to $564,900. However given the emphatic denials of the Sellers in their testimony coupled with the email exchange with Kehler complaining that he had reduced it without their consent when they learned of this change, we conclude that Kehler did not have the authority to drop the listing price.

3. *Signing of the Acknowledgement of Limited Joint Representation Form*- the evidence before us is clear that Kehler signed this document on behalf of the Sellers and the only question is whether he had authority to do so. Given that Kehler:
   - in no way indicated on the form that he was signing the form on behalf of the Sellers, which he stated would have been his usual practice
   - arranged to have the Offer executed by Sellers but not the acknowledgement even though they bear the same date
   - never sent a copy of the signed document to the Sellers

   we conclude that he did not have the authority to sign this form on behalf of the Sellers.

At the time the conduct in question took place it was governed by *The Real Estate Brokers Act* (REBA), which in subsection 11(1) gave the broad power to the Commission to cancel or suspend the registration of a registrant after notice and hearing if "...in the opinion of the commission it is in the public interest to do so."

On January 1, 2023, REBA was replaced by RESA, which provides in subsection 59(1) more guidance as to the circumstances when the Commission can, among other things, cancel or suspend the registration of a registrant. It states that the Commission may do so if, after a hearing, it determines that the registrant has contravened RESA or the Regulations to RESA or has committed professional misconduct or conduct unbecoming a registrant.

The Interpretation Act addresses the situation where an existing Act has been replaced by a new Act, as is the case here with REBA and RESA. Subsection 46(1) provides that the repeal of an Act does not affect an offence committed or liability incurred under it and subsection 47(4) states that the procedure set out under the replacement Act governs a proceeding in relation to matters that happened before the repeal. As a result, the question for us is whether cancelling or suspending the registration of Kehler is in the public interest. In determining whether this is the case, we have considered the concepts of "professional misconduct" and "conduct unbecoming a registrant", which are the triggers for cancellation or suspension of a registration under RESA.

RESA provides in subsection 46(1), to the extent relevant in this case, that a registrant commits professional misconduct if the registrant does one or more of the following:

> "...(a) does anything that constitutes wrongful taking or deceptive dealing;
>
> (b) demonstrates incompetence in performing any activity for which a registration is required;..."

In turn, RESA defines "deceptive dealing" as including:

> "...(a) an intentional misrepresentation, by word or conduct, or in any other manner, of a material fact in relation to real estate services, or in relation to a trade in real estate to which the real estate services relate;
>
> (b) an intentional omission to disclose a material fact described in clause (a);..."

RESA, in section 1, defines "trade in real estate" as meaning:

> "...a transaction or potential transaction for the purchase or sale of real estate, for the leasing of real estate or for any other form of acquisition or disposition of real estate."

Regarding conduct unbecoming a registrant, RESA states:

> "46(2) A registrant commits conduct unbecoming a registrant if the registrant engages in conduct that, in the judgment of the commission,
>
> (a) is contrary to the best interests of the public;
>
> (b) undermines public confidence in the real estate industry; or

(c) brings the real estate industry into disrepute."

Based on the evidence presented at the hearing, we find that Kehler engaged professional misconduct in relation to a trade in real estate, namely his services in connection with the listing and aborted sale of the Property, and conduct unbecoming a registrant. In particular:

- the failure by Kehler to disclose to the Sellers on a timely basis the fact that the Buyer had failed to pay the required deposit constituted deceptive dealing, namely an intentional omission to disclose a material fact and, as such, professional misconduct
- the decision by Kehler to reduce the purchase price of the Property without obtaining the prior approval of the Sellers constituted conduct unbecoming a registrant as being contrary to the best interests of the public and undermining public confidence in the real estate industry
- Kehler's signing of the Acknowledgement of Limited Joint Representation Form on behalf of the Sellers without their authority also constituted conduct unbecoming a registrant, again as being contrary to the best interests of the public and undermining public confidence in the real estate industry

On this basis, we conclude that it is in the public interest that Kehler's registration under RESA be cancelled.

Claim Against The Real Estate Reimbursement Fund

Subsection 65(2) of RESA states that the Commission may order a payment out of the Real Estate Reimbursement Fund (Fund):

> "When, in connection with a trade in real estate, a brokerage registered in a brokerage registration category on the basis of membership in the Manitoba Real Estate Association Inc., a director, partner, officer or employee of the person or a registrant engaged by the person
>
> (a) is found, after an investigation under Part 4, to have committed a fraudulent act;...
>
> ...the commission may, subject to the regulations, order the association to pay out of the fund any amount to a person or the commission that the order may require and the regulations may permit."

REBA, in subsection 39.1(2), contained virtually the same language. In both cases, the Commission has the power to order a payment out of the fund if a person engaged by a brokerage that is a member of the Manitoba Real Estate Association, which Kehler was, is found to have committed a fraudulent act. "Fraudulent act" is defined in subsection 1(1) of the Real Estate Services Regulation as:

> "for the purposes this regulation and subsection 65(2) of the Act, includes deceptive dealing and wrongful taking, as defined in section 44 of the Act."

Again, section 1 of REBA contained a similar definition of "fraudulent act", including within its scope actions that are captured by the term "deceptive dealing" in RESA.

Because we have found that Kehler engaged in "deceptive dealing" in this matter, it follows that Kehler has committed a "fraudulent act" and the prerequisite for a payment from the Fund has been met. This requires us to consider whether such a payment should be made and, if so, in what amount.

The Real Estate Services Regulation sets out certain limitations on the payments the Commission can order from the Fund, including:

> "8.10(1) In this section, "claim occurrence" means a single occurrence of any of the events described in subsections 65(2) and 65(3) of the Act."

and

> "8.10(5) Any payment made from the fund to a claimant in respect of a claim occurrence must not exceed the actual loss suffered by the claimant."

"Actual loss" is not defined in the legislation but in *The Manitoba Real Estate Association v. The Manitoba Securities Commission and Strathcona Street Limited Partnership* (1999) CanLii 14216 (Man.Q.B)., Wright, J., after noting that the Fund was established as an alternative to the surety bonds that must be provided by registrants who are not members of the Manitoba Real Estate Association, commented (at page 12):

> "...I conclude that the Fund is aimed to protect against actual loss of the kind that might be recoverable under the normal surety bond. This means the placement of a relatively narrow interpretation on the extent of the compensation that can be payable from the Fund and leads to the conclusion that the recoverable loss is limited to the direct loss arising as a result of the fraudulent and dishonest acts covered by s.39.1(2). The Fund is to reimburse that loss and that loss only." (emphasis in the original)

In certain cases, such as where a registrant misappropriates money from a brokerage's trust account, it can be relatively straightforward to determine that an actual loss was the result of a fraudulent act. This situation is not such a case.

Commission Staff submitted that the Sellers should be compensated from the fund to the extent that the amount they received for the Property in January 2021 was less than the sale price in the offer to purchase with the Buyer in June 2020. In support of this, Staff filed a "Calculation of Financial Loss" prepared by D.R. that stated that the loss suffered by the Sellers was $55,183, calculated as follows:

> "$517,500 (ultimate sale price)
> -$2,683 (non-reimbursed portion of "early close cash incentive")
> -$570,000 (original sales price)
> =$55,183 (approximate total financial loss"

The "non-reimbursed portion of 'early close cash incentive'" item references after tax cost to D.R. of a $10,000 incentive paid to the purchasers by the Sellers that was provided by D.R.'s employer.

Based on the evidence presented at the hearing, it is clear that the Buyer defaulted on the original purchase transaction in failing to carry through with his obligation to purchase the Property under the accepted offer to purchase. If so, the Buyer is likely liable to the Sellers for

that default and could be sued in civil court for recovery, potentially for the difference between the sale price under the original offer and the amount ultimately received by the Sellers in the later agreement.

In the case of Kehler, however, the question for us is whether the Sellers' incurred a loss that is attributable to his fraudulent acts, particularly the failure to tell them that the deposit had not been paid. Had the Sellers been aware of the failure of the Buyer to provide the deposit within 72 hours of the acceptance of the offer on June 18 when it was due, instead of being advised of the default on July 13, two days before the scheduled closing, they might have terminated the transaction and relisted the Property at an earlier date. Because they were not told of the Buyer's default when it occurred, Kehler deprived the Sellers of the opportunity to make an informed decision as to whether terminate the transaction and relist the property, give the Buyer more time to provide the deposit or renegotiate the transaction. At that point the Sellers had options. They had only started to make preparations for their move to Ottawa and if they were to relist the property it would be before the height of summer. But Kehler did not do so then, nor did he tell the Sellers on July 10 when they spoke the night before they left Winnipeg. Instead, he waited until three days later when the Sellers had driven most of the way to Ottawa with their two young children.

When the Sellers did find out, two days before the scheduled closing date, that the deposit had not been paid they told Kehler to continue to press the Buyer to complete the transaction. As part of this, the Sellers agreed to reduce the required deposit to $20,000 and extend the closing date to July 20, in exchange for a $5,000 payment from the Buyer (of which he actually paid $4,000). When that date came and went, the Sellers then relisted the Property, ultimately selling it the following January after retaining a new agent to assist them.

Determining whether the Sellers incurred a loss as a result of the delay in relisting the Property is a difficult exercise. Part of the problem is deciding whether the original offer of $570,000 was ever a realistic approximation of the value of the Property. The Sellers originally approached Kehler to sell their Property in March 2020, just as the Covid pandemic was taking hold and causing disruption across the economy, including the residential resale market. As a result, they delayed listing the Property for sale until May, setting an asking price of $574,900.

The Property had a number of showings but the Sellers only received one "low ball" offer on June 2, which they rejected. About two weeks later the Buyer contacted Kehler and submitted an offer of $570,000 (he had not retained his own agent, meaning that he did not have an independent opinion of value). After the Buyer defaulted, the Property was relisted in late July, again at $574,900. There was limited interest in it and in the interim D.R.'s employer commissioned an appraisal that placed a value of $550,000 on the Property. Based on this, the Sellers consulted with Kehler and the asking price was reduced to $564,900 (as noted above, apparently without the Sellers' consent).

There was still limited interest in the Property, even after the Sellers retained a new brokerage in September. There were more showings in the Fall of 2020 and further reductions in the asking price. In December an offer materialized but fell through. Finally, the Property sold for $517,000 (with an additional credit of $10,000 from the Buyers, for a net sales price of $507,000) in early January 2021. While all this was taking place, market information obtained by Commission staff as to Winnipeg real estate sales showed that during the period from August to December 2020 the market for single detached homes was beginning to recover from the initial COVID disruption and both the number of listings and the average sales price was trending upward.

In reviewing this situation, we considered the following factors:

- the limited interest in the Property while it was offered for sale
- the relative lack of offers
- the fact that the Buyer was not represented by his own agent in making his offer
- the series of reductions in the listing price
- the fact that the Property was assessed at a value of $480,000 by the City of Winnipeg at the time (we realize the limitations of property assessments for realty tax purposes in considering a property's value and simply reference this as a data point)
- the appraisal at $550,000 and
- the market data that indicates that prices for single family residences in Winnipeg were trending higher during this period

While we note that the $570,000 offer by the Buyer would be relevant if the Sellers sued the Buyer for failing to complete the transaction, it is not necessarily determinative of the "actual loss" for the purpose of section 8.10 of the Regulation to the Act as further discussed in the *Strathcona Street Limited Partnership* case referred to above.

Given the volatility in the Winnipeg market during the period from June to December 2020, in our view it is reasonable to assume that the fair market value of the Property was somewhere between $550,000 (the appraisal value) and $507,500 (the actual selling price).

In our view, a reasonable calculation of the loss suffered by the Sellers is $31,183, calculated as follows:

Appraised value	$550,000
Ultimate sale price	$517,500
Difference:	$32,500
Subtract: Payment made by Buyer to extend closing date:	$4,000
Add: Incentive paid to buyers	($10,000)
Subtract: After tax cost of reimbursement to Sellers by employer:	$7,317
Loss:	$31,183

Although the Buyer is primarily responsible for the failed transaction, we view Kehler as playing a contributing role to the loss suffered by the Sellers through his misconduct, in particular, his failure to tell the Sellers for approximately one month that the deposit had not been paid and the resulting delay in relisting the Property. The evidence of the Sellers is that this entire situation caused them enormous financial and emotional stress. They were a single income family that was relocating to Ottawa with their two children. They were planning to use the net sale proceeds of the Property to fund renovations to their house in Ottawa. Although the transaction had not closed when they left Winnipeg they took great comfort in the $100,000 deposit from the Buyer. In waiting until two days before the closing to tell them that the deposit had never been received – after not mentioning this when they last spoke three days earlier – Kehler threw their world into disarray and forced them to make major decisions on the fly when they were already almost in Ottawa. This was not a momentary lapse of judgment on Kehler's part. He had

known for almost a month that there was a problem with the deposit but chose not to tell the Sellers. Even if we were to accept his statement that he did not want to cause them undue stress, this was not his decision to make. Accordingly, we find that Kehler was responsible for one third of the loss suffered by the Sellers, being the sum of $10,394.

Costs

Commission Staff seek an order against Kehler relating to the investigation and hearing into this matter pursuant to subsections 59(1) and 60(1) of RESA. We agree and order that Kehler pay costs of $12,075.00, as follows:

Investigation costs:	$3,400.00
Commission counsel costs:	$4,000.00
Hearing costs:	$2,400.00
Disbursements:	$2,275.00

Conclusion

There is no question that Kehler's conduct in this transaction fell far short of what is expected of a registrant under RESA. It also brings into sharp focus the pitfalls that can arise from being both the listing and selling agent in a transaction, as Kehler was in this case. If the Sellers had been represented by their own agent it is likely they would have been told at an earlier date that the deposit had not been paid and could have acted based on that information. Instead Kehler tried to keep the transaction alive (a transaction in which he would receive the entire commission instead of sharing it with another agent), granting the Buyer a series of extensions to the deadline for paying the deposit, instead of living up to his obligation to provide full disclosure to the Sellers.

In summary we order that Kehler's registration under RESA be cancelled, that the Fund pay the Sellers $10,394 and that Kehler pay costs of $12,075.00.

"D. Cheop"
David Cheop
Panel Chair

"D.A. Ammeter"
Debra A. Ammeter
Panel Member

"A.W. Babiuk"
Al Babiuk
Panel Member