Question	Answer	Favors Complainant	Favors Respondent	Favors Neither	Other
		F	1		
Was an offer of compensation made through the MLS or otherwise?					
2. Is the claimant a party to whom the listing broker's offer of compensation was extended?					
3. What was the nature of any buyer representation agreement(s)? Was the agreement(s) exclusive or non-exclusive? What capacity(ies) was the cooperating broker(s) functioning in, e.g. agent, legally-recognized non-agent, other?					
4. Were any of the brokers acting as subagents? As buyer brokers? In another legally recognized capacity?					
5. How was the first introduction to the property that was sold/leased made?					
(a) Did the buyer/tenant find that property on their own?					
(b) Who first introduced the purchaser or tenant to that property?					
(c) Was the introduction made to a different representative of the buyer/tenant?					

Question	Answer	Favors Complainant	Favors Respondent	Favors Neither	Other
(d) Was the "introduction" merely a mention that the property was listed?					
(e) Was the property introduced as an open house?					
(f) What subsequent efforts were made by the broker after the open house?					
(g) What property was first introduced?					
6. When was the first introduction to the property that was sold/leased made?					
(a) Was the introduction made when the buyer/tenant had a specific need for that type of property?					
(b) Was the introduction instrumental in creating the desire to purchase/lease?					
(c) Did the buyer know about the property before the broker contacted him? Did he know it was for sale/lease?					
(d) Were there previous dealings between the buyer and the seller?					

Question	Answer	Favors	Favors	Favors	Other
Q		Complainant	Respondent	Neither	0 1
		<u> </u>	-	I.	
7. What efforts subsequent to the first					
introduction to the property were					
made by the broker introducing the					
property that was sold or leased?					
8. If more than one cooperating					
broker was involved, how and					
when did the second cooperating					
broker enter the transaction?					
9. Did the broker who made the					
initial introduction to the property					
engage in conduct (or fail to take					
some action) which caused the					
purchaser or tenant to utilize the					
services of another broker?					
(estrangement)					
(a) Were agency disclosures					
made? When?					
(b) Was the potential for dual					
agency disclosed? When?					
10. Did the broker who made the					
initial introduction to the property					
maintain contact with the					
purchaser or tenant, or could the					
broker's inaction have reasonably					
been viewed by the buyer or tenant					
as a withdrawal from the					
transaction? (abandonment)					

Question	Answer	Favors	Favors	Favors	Other
	<u> </u>	Complainant	Respondent	Neither	
11 Was the entire of any assembling	Г	1			Г
11. Was the entry of any cooperating broker into the transaction an					
intrusion into an existing					
relationship between the purchaser and another broker, or was it the					
result of abandonment or					
estrangement of the purchaser?					
12. Did the buyer make the decision to					
buy independent of the broker's efforts/information?					
13. Did the seller act in bad faith to					
deprive the broker of his commission?					
(a) Was there bad faith evident					
from the fact that the					
difference between the original					
bid submitted and the final					
sales price equaled the broker's commission?					
(b) Was there bad faith evident					
from the fact that a sale to a					
third party was a straw					
transaction (one in which a					
`					
non-involved party posed as					
the buyer) which was designed					
to avoid paying commission? (c) Did the seller freeze out the					
broker to avoid a commission					
dispute or to avoid paying a commission at all?					
commission at an?	1				

Question	Answer	Favors	Favors	Favors	Other
	l .	Complainant	Respondent	Neither	
14. Did the buyer seek to freeze out					
the broker?					
(a) Did the buyer seek another					
broker in order to get a lower price?					
(b) Did the buyer express the					
desire not to deal with the					
broker and refuse to negotiate					
through him?					
(c) Did the contract provide that					
no brokers or certain brokers					
had been involved?					
15. Did the original introduction of the					
purchaser or tenant to the property					
start an uninterrupted series of					
events leading to the sale or lease,					
or was the series of events					
hindered or interrupted in any					
way?	_				
16. If there was an interruption or					
break in the original series of					
events, how was it caused, and by					
whom?					
(a) Did the seller change the					
listing agreement from an open					
listing to an exclusive listing					
agreement with another					
broker?	1				

Question	Answer	Favors	Favors	Favors	Other
		Complainant	Respondent	Neither	
(b) Did the buyer terminate the relationship with the broker? Why? (c) Was there interference in the series of events from any					
outside or intervening cause or party?					
(b) Was there abandonment or estrangement?					
17. Did the cooperating broker (or second cooperating broker) initiate a separate series of events, unrelated to and not dependent on any other broker's efforts, which led to the successful transaction—that is, did the broker perform services which assisted the buyer in making his decision to purchase?					
(a) Did the broker make preparations to show the property to the buyer?					
(b) Did the broker make continued efforts after showing the property?					

Question	Answer	Favors Complainant	Favors Respondent	Favors Neither	Other
		į i	1		
(c) Did the broker remove an impediment to the sale?					
(d) Did the broker make a proposal upon which the final transaction was based?					
(e) Did the broker motivate the buyer to purchase?					