

1 REAL ESTATE AGENCY  
2 BEFORE THE REAL ESTATE COMMISSIONER  
3

4 In the Matter of the Real Estate License of )

5  
6 RAYA ANN ZIEGLER )

STIPULATED FINAL ORDER

7  
8  
9  
10 The Oregon Real Estate Agency (OREA) and Raya Ann Ziegler (Ziegler) do hereby  
11 agree and stipulate to the following:

12 FINDINGS OF FACT

13 &

14 CONCLUSIONS OF LAW

15 1

16 1.1 At all times mentioned herein, Ziegler was licensed as a principal broker.

17 1.2 In a letter to OREA dated October 6, 2012, Keith Brown (Brown) alleged that  
18 Ziegler told his agent, Alice Parsons (Parsons) that the buyers, Kurtis and Heather Kimble  
19 (Kimble) had sold their house prior to making an offer on Brown's property.

20 1.3 On August 3, 2012, Kimble offered Brown \$249,000.00 for the purchase of the  
21 subject property located at 95831 Stock Slough, Coos Bay, Oregon. The offer was contingent  
22 on the buyer and property qualifying for financing and the lender's appraisal not being less  
23 than the purchase price. Multiple counter offers were exchanged, the one accepted was for  
24 \$283,500.00.

25 1.4 On September 6, 2012, Kimble notified Brown in writing that the buyers on  
26 Kimble's property backed out the day of signing. Kimble explained that he was attempting to  
27 find another buyer for his property and requested that Brown continue with the transaction until  
28 Kimble found a buyer.

29 ///

30 ///

1           1.5    On September 13, 2012, Brown responded and sent a letter by registered mail,  
2 to Kimble stating the sale agreement was not predicated on the sale of Kimble's property and  
3 that Ziegler had told them that Kimble's property was sold.

4           1.6    Also on September 13, 2012, Brown sent a letter to Ziegler stating the following,  
5 "Due to the non-disclosure of the need to finalize the sale of the Kimble property before the  
6 sale of our property could proceed, we now consider the offer in default and demand that the  
7 \$1,500 earnest money being held by Raya Ziegler Real Estate be delivered to us by  
8 September 30<sup>th</sup> 2012..."

9           1.7    On September 20, 2012, Brown signed a termination agreement requesting the  
10 \$1,500.00 earnest money be disbursed to him. Ziegler believed the earnest money should be  
11 disbursed to Kimble due to the fact that Kimble could not qualify for the mortgage loan, per the  
12 sale agreement and Kimble did not sign the termination agreement.

13          1.8    Brown filed a small claims suit against Ziegler with Coos County Circuit Court  
14 and on February 8, 2013, Brown was awarded the \$1,500.00 earnest money and \$195.00  
15 court costs to be paid by Ziegler.

16          1.9    On February 11, 2013, Ziegler disbursed the earnest money by check to Brown  
17 and paid the required court costs to Brown.

18          1.10   Ziegler did not report the February 8, 2013 adverse decision of the Coos County  
19 Circuit Court judge to OREA and during her interview said she was not aware of the OREA  
20 rule.

21                **Violation:** By not reporting the adverse decision to the OREA Ziegler violated  
22 OAR 863-015-0175(1)(b), (3), and (4) (9-14-2012 Edition), which states a real estate licensee  
23 must notify the commissioner of any adverse decision or judgment resulting from any civil or  
24 criminal suit or action or arbitration proceeding or any administrative or Oregon State Bar  
25 proceeding related to the licensee in which the licensee was named as a party and against  
26 whom allegations concerning any business conduct or professional real estate activity is  
27 asserted. The notification must be in writing and must include a brief description of the  
28 circumstances involved, the names of the parties, and a copy of the adverse decision,  
29 judgment or award. The notification must be made within twenty 20 calendar days after  
30 receiving written notification of an adverse judgment, award or decision.

2.

2.1 OREA reserves the right to investigate and pursue additional complaints that may be received in the future regarding this licensee.

STIPULATION & WAIVER

I have read and reviewed the above findings of fact and conclusions of law which have been submitted to me by OREA and further, the order which follows hereafter. I understand that the findings of fact, conclusions of law and this stipulation and waiver embody the full and complete agreement and stipulation between OREA and me. I further understand that if I do not agree with this stipulation I have the right to request a hearing on this matter and to be represented by legal counsel at such a hearing. Hearings are conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above findings of fact and conclusions of law and understand that the order which follows hereafter may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner, in which case an amended notice of intent may be issued in this matter. I understand that, in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in the Oregon Real Estate News Journal.

///

///

///

///

///

///

///

///

///

///

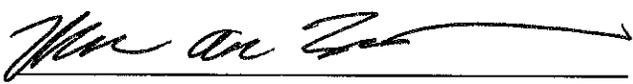
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

ORDER

IT IS HEREBY ORDERED that Ziegler's principal broker license be, and hereby is, reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:





RAYA ANN ZIEGLER

GENE BENTLEY

Real Estate Commissioner

Date 3-25-2014

Date 4.3.14

DATE of service: 4-4-2014