REAL ESTA	TE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER	
In the Matter of the Real Estate License of	
JUSTIN DOUGLAS FAIRBANKS) STIPULATED FINAL ORDER
·	\$
The Real Estate Agency (OREA) and Ju	istin Fairbanks (Fairbanks) do hereby agree and
stipulate to the following:	
FINDINGS	S OF FACT
· · ·	1.
1.1 At all times mentioned herein, Fai	irbanks was licensed as a principal broker with
Norwest REO, LLC.	
1.2 On April 26, 2011, OREA receive	d a complaint from Bryan Brosius (Brosius)
alleging that Fairbanks forged Brosius' name in	November of 2010 on documents associated
with the sale of property at 20641 Blanca Drive	, Bend, Oregon, even though Brosius was not
involved in this transaction.	

20 On November 8, 2010, a Residential Real Estate Sale Agreement #10001 (Sale 1.3 21 Agreement) was entered into between the buyer, Mike Amador (Amador) and the seller, 22 Federal National Mortgage Association (FNMA), with a sale price of \$175,000.

1.4 In two locations on the Sale Agreement, the typed name of the Selling Licensee is listed as Bryan Brosius, and in one location is a signature that reads Bryan Brosius.

1.5 On November 8, 2010, the typed name of the Selling Licensee was also listed as 26 Bryan Brosius on a Disclosed Limited Agency Agreement For Buyers and a Planned 27 Community/Condominium/Townhouse Addendum.

28 1.6 Subsequently, Fairbanks submitted a second Residential Real Estate Sale 29 Agreement (Sale Agreement #2), which had the same Sale Agreement number as the original 30 Sale Agreement, still had the same signature and date for Amador, but had the signature of

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Brian Creem (Creem) on behalf of the seller, FNMA, and the sales price had been changed to
 \$180,000.

1.7 On November 9, 2010, FNMA issued a *Real Estate Purchase Addendum*(Addendum) counter offer with a sales price of \$180,000, which Amador signed on November
15, 2010, and Creem signed on November 16, 2010, and which lists the Purchaser's Agent
Name as Bryan Brosius.

1.8 On November 15, 2010, an *Owner Occupant Certification* was signed by the buyer and also has a signature that reads Bryan Brosius.

1.9 On November 15 and 16, 2010, a *Professional Inspection Addendum* was signed by the buyer and seller, with the typed name of the Listing Licensee showing as Bryan Brosius.

1.10 In Fairbanks' June 15, 2011 interview with OREA, Fairbanks admitted that he signed Brosius' name to the Sale Agreement, stating that "As the principal broker to the transaction, I signed off on behalf of Bryan, which I am allowed to do under Oregon statutes, and confirmed this with the legal hotline."

CONCLUSIONS OF LAW

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2.1 On page # 7 of 9 of the Agreement, line # 300, the Selling Licensee Signature appears to be that of "Bryan Brosius", when Brosius was not a principal to the transaction.

2.2 On the *Owner Occupation Certification – Rider to the Real Estate Purchase Addendum* the Selling Agent signature appears to be that of "Bryan Brosius", when Brosius was not a principal to the transaction.

2.3 On page # 1 of 9 of the Agreement the typed name of Bryan Brosius is indicated as the Selling Licensee for Norwest REO, when Brosius was not a principal to the transaction.

2.4 On page # 9 of 9 of the Agreement the typed name of Bryan Brosius is indicated as the Selling Licensee for Norwest REO, when Brosius was not a principal to the transaction,

2.5 On line # 4 of the *Disclosed Limited Agency Agreement For Buyers* the typed name of Bryan Brosius is indicated, when Brosius was not a principal to the transaction.

28 2.6 On line # 41 of the *Planned Community/Condominium/Townhouse Addendum*29 the typed name of Bryan Brosius is indicated as the Selling Licensee for Norwest REO, when
30 Brosius was not a principal to the transaction.

2.7 On page # 9 of the *Real Estate Purchase Addendum* counter offer from FNMA, the typed name of Bryan Brosius is indicated as the Purchaser's Agent Name, when Brosius was not a principal to the transaction.

2.8 On the *Professional Inspection Addendum* the typed name of Bryan Brosius is indicated on line # 53 as the Selling Licensee, when Brosius was not a principal to the transaction.

Findings above are all violations of: ORS 696.301(12)(14) (2009 Edition), which prohibits any real estate licensee from demonstrating incompetence or untrustworthiness in performing real estate activity, or committing an act of fraud or engaging in dishonest conduct.

2.9 The Sale Agreement was missing the following information: Page # 1, line # 16 did not indicate the seller signature and date; and there was no seller initials and date indicated in the space provided; and Pages # 2 to 9 did not indicate the seller's initials and date in the space provided

2.10 To comply with FNMA's requirement that the buyer's offer amount on the Sale Agreement match FNMA's *Real Estate Purchase Addendum* counter offer, the original purchase price offer amount of \$175,000 was whited out on the original Sale Agreement, which was signed by Amador on November 8, 2010, and the amount of \$180,000 was hand written over it. The Sale Agreement was then photocopied and sent to FNMA, who signed and dated it on November 16, 2010. The photocopied Sale Agreement showing the \$180,000 seller counteroffer was not sent to the buyer for his signature.

Two findings above are violations of: ORS 696.301(12)(14) (2009 Edition) and OAR 863-015-0250(1) (6/15/10 Edition), which prohibits any real estate licensee from demonstrating incompetence or untrustworthiness in performing real estate activity, or committing an act of fraud or engaging in dishonest conduct, and requires that licensees maintain complete and adequate records of all documents related to professional real estate activity.

3.

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

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3.2 ORS 696.301 states that violations, such as those defined above, are grounds for discipline.

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.

ORDER

IT IS HEREBY ORDERED that Fairbanks be, and hereby is, reprimanded.

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JUSTIN FARBANKS 27 Date_3/1/2022 28

IT IS SO STIPULATED

IT IS SO ORDERED:

GENE BENTLEY Real Estate Commissioner Date 5.9.12

DATE of service: 5/10/12

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