

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
3

4 In the Matter of the Real Estate License of)
5)
6 JUSTIN DOUGLAS FAIRBANKS) STIPULATED FINAL ORDER
7)
8)
9

10 The Real Estate Agency (OREA) and Justin Fairbanks (Fairbanks) do hereby agree and
11 stipulate to the following:

12 FINDINGS OF FACT

13 1.

14 1.1 At all times mentioned herein, Fairbanks was licensed as a principal broker with
15 Norwest REO, LLC.

16 1.2 On April 26, 2011, OREA received a complaint from Bryan Brosius (Brosius)
17 alleging that Fairbanks forged Brosius' name in November of 2010 on documents associated
18 with the sale of property at 20641 Blanca Drive, Bend, Oregon, even though Brosius was not
19 involved in this transaction.

20 1.3 On November 8, 2010, a *Residential Real Estate Sale Agreement #10001* (Sale
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.

23 1.4 In two locations on the Sale Agreement, the typed name of the Selling Licensee
24 is listed as Bryan Brosius, and in one location is a signature that reads Bryan Brosius.

25 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

1 Brian Creem (Creem) on behalf of the seller, FNMA, and the sales price had been changed to
2 \$180,000.

3 1.7 On November 9, 2010, FNMA issued a *Real Estate Purchase Addendum*
4 (Addendum) counter offer with a sales price of \$180,000, which Amador signed on November
5 15, 2010, and Creem signed on November 16, 2010, and which lists the Purchaser's Agent
6 Name as Bryan Brosius.

7 1.8 On November 15, 2010, an *Owner Occupant Certification* was signed by the
8 buyer and also has a signature that reads Bryan Brosius.

9 1.9 On November 15 and 16, 2010, a *Professional Inspection Addendum* was signed
10 by the buyer and seller, with the typed name of the Listing Licensee showing as Bryan Brosius.

11 1.10 In Fairbanks' June 15, 2011 interview with OREA, Fairbanks admitted that he
12 signed Brosius' name to the Sale Agreement, stating that "As the principal broker to the
13 transaction, I signed off on behalf of Bryan, which I am allowed to do under Oregon statutes,
14 and confirmed this with the legal hotline."

15 CONCLUSIONS OF LAW

16 2.

17 2.1 On page # 7 of 9 of the Agreement, line # 300, the Selling Licensee Signature
18 appears to be that of "Bryan Brosius", when Brosius was not a principal to the transaction.

19 2.2 On the *Owner Occupation Certification – Rider to the Real Estate Purchase*
20 *Addendum* the Selling Agent signature appears to be that of "Bryan Brosius", when Brosius
21 was not a principal to the transaction.

22 2.3 On page # 1 of 9 of the Agreement the typed name of Bryan Brosius is indicated
23 as the Selling Licensee for Norwest REO, when Brosius was not a principal to the transaction.

24 2.4 On page # 9 of 9 of the Agreement the typed name of Bryan Brosius is indicated
25 as the Selling Licensee for Norwest REO, when Brosius was not a principal to the transaction.

26 2.5 On line # 4 of the *Disclosed Limited Agency Agreement For Buyers* the typed
27 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.

1 3.2 ORS 696.301 states that violations, such as those defined above, are grounds
2 for discipline.

3 STIPULATION & WAIVER


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

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

20 ORDER

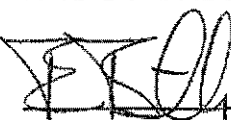
21 IT IS HEREBY ORDERED that Fairbanks be, and hereby is, reprimanded.

22
23 IT IS SO STIPULATED:

24 
25 _____
26 JUSTIN FAIRBANKS

27
28 Date 3/1/2012

IT IS SO ORDERED:

29 
30 _____
GENE BENTLEY

Real Estate Commissioner
Date 5.9.12

DATE of service: 5/10/12