

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
3

4 In the Matter of the Real Estate License of)

5
6 MARC D. SLAVIT)

STIPULATED FINAL ORDER

7
8
9
10 The Real Estate Agency (OREA) and Marc D. Slavit (Slavit) do hereby agree and
11 stipulate to the following:

12 FINDINGS OF FACT
13 &
14 CONCLUSIONS OF LAW
15 1.

16 1.1 Slavit was licensed as a real estate broker with Keller Williams Realty Southern
17 Oregon from November 9, 2009, through September 24, 2014.

18 1.2 Dated June 11, 2013, OREA received a complaint from Alejandro Zaragoza (A.
19 Zaragoza) against Slavit. A. Zaragoza alleged Slavit listed properties for sale without
20 permission from the property owner. A. Zaragoza's wife, Luisa Zaragoza (L. Zaragoza), is the
21 sister of one of the property owners, Carlos Valentin Pelagio (C. Pelagio).

22 1.3 On June 30, 2013, OREA opened an investigation.

23 1.4 Prior to this complaint, Slavit represented C. Pelagio and his family in purchasing
24 property in 2010. C. Pelagio is an attorney who lives in Mexico. Slavit said C. Pelagio came to
25 the United States in 2010 to purchase property for himself and his children.

26 1.5 On November 5, 2010, Slavit helped C. Pelagio purchase 3148 Timothy Ave,
27 Medford (Timothy Ave. property), and on December 28, 2010, Slavit helped C. Pelagio's son,
28 Juan Carlos Valentin Estrada (J. Estrada), purchase 1477 Johnson St., Medford (Johnson St.
29 property).

30 ///

1 1.6 A review of the documents shows that five offers, over three distinct dates, were
2 made for the Johnson St. property and the Timothy Ave. property. C. Pelagio and Slavitt
3 communicated several times about the need to have another person able to sign on his behalf
4 for the purchases for himself and his children. C. Pelagio mentioned his sister, L. Zaragoza,
5 should sign as power of attorney on his behalf.

6 **Johnson St. Property:**

7 1.7 On November 29, 2012, Slavitt emailed C. Pelagio and attached the Slavitts' offer
8 on the Johnson St. property. Slavitt and his wife were the buyers, represented by Slavitt. J.
9 Estrada was the seller as a for-sale-by-owner. Slavitt stated to C. Pelagio, "Please review the
10 offer and if it is acceptable to you, please sign, and date and/or initial at every astrix/arrow (sic)
11 which is at the top, middle or bottom of each page." It appears J. Estrada signed the
12 acceptance of the offer on December 4, 2012.

13 1.8 Slavitt turned the accepted offer, signed December 4, 2012, in for his principal
14 broker's, Stacey Boals (Boals), review around February 5, 2013. Boals said she supervises
15 Slavitt's activity as a principal broker and has a 24 to 48 hour turnaround from when documents
16 are turned in to her until they are reviewed. She said Slavitt is known to turn documents in late.
17 Boals said this offer was turned in for review when she was looking at the next offer.

18 **Violation:** By waiting until around February 5, 2013, to submit the accepted offer to his
19 principal broker for review, Slavitt violated OAR 863-015-0255(3) (9-14-2012 Edition), which
20 requires a real estate broker to transmit to the broker's principal real estate broker within three
21 banking days of receipt any money, checks, drafts, warrants, promissory notes, or other
22 consideration and any documents received by the licensee in any professional real estate
23 activity in which the licensee is engaged. Additionally, Slavitt violated OAR 863-015-0145(3) (9-
24 14-2014 Edition), which requires each real estate transaction involving a licensee as a
25 principal to the transaction, to be conducted under the supervision of the licensee's principal
26 broker and all documents and funds must be transmitted through the licensee's principal real
27 estate broker.

28 ///

29 ///

30 ///

1 1.9 On January 24, 2013, Slavik emailed C. Pelagio. Slavik stated he had an issue
2 with his loan because of a credit issue within the past two-and-a-half years. He stated he had
3 another buyer for both properties. Slavik stated C. Pelagio would need to get a specific power
4 of attorney on both homes for L. Zaragoza to sign for C. Pelagio.

5 1.10 Slavik wrote a second offer for the Johnson St. Property, on behalf of Christine
6 Swanson (Swanson), the buyer. The agreement was dated January 24, 2013.

7 1.11 J. Estrada signed, accepting the offer on January 28, 2013.

8 1.12 On February 27, 2013, Swanson signed an addendum to the Johnson St. sales
9 agreement. The addendum stated Swanson was unable to secure financing due to a change
10 in her credit qualifications. All earnest money was to be returned to Swanson.

11 1113 J. Estrada signed a POA related to this property on February 28, 2013,
12 authorizing L. Zaragoza (aunt to J. Estrada) to sign on his behalf. L. Zaragoza signed the
13 sales agreement addendum on February 27, 2013, a day before the POA was in effect.

14 **Violation:** By failing to address the error made when L. Zaragoza signed the sales
15 agreement addendum on behalf of J. Estrada, before the POA was executed, Slavik violated
16 ORS 696.810(3)(a) (2013 Edition), which states a buyer's agent owes the buyer involved in a
17 real estate transaction the following affirmative duty: (a) To exercise reasonable care and
18 diligence.

19 1.14 The sales agreement addendum, winding down the offer from Swanson, was
20 accepted on February 27, 2013, but was not reviewed by Boals until March 25, 2013.

21 **Violation:** By failing to provide the addendum to his principal broker in a timely manner,
22 Slavik violated OAR 863-015-0255(3) (9-14-2012 Edition), which requires a real estate broker
23 to transmit to the broker's principal real estate broker within three banking days of receipt any
24 money, checks, drafts, warrants, promissory notes, or other consideration and any documents
25 received by the licensee in any professional real estate activity in which the licensee is
26 engaged.

27 1.15 Dated February 27, 2013, Slavik wrote another offer on behalf of himself and his
28 wife for the Johnson St. property. L. Zaragoza accepted the offer and signed as POA for J.
29 Estrada on February 27, 2013. A POA notarized February 28, 2013 and signed by J. Estrada
30 gave L. Zaragoza the ability to sign documents related to the Johnson St. property.

1 **Violation:** By failing to address the error that the power of attorney was executed after it
2 was used, Slavik violated ORS 696.810(3)(a) (2013 Edition), which states a buyer's agent
3 owes the buyer involved in a real estate transaction the following affirmative duty: (a) To
4 exercise reasonable care and diligence.

5 1.16 Slavik failed to obtain principal broker review of the documentation of his
6 February 27, 2013, offer on the Johnson St. property until March 20, 2013.

7 **Violation:** By failing to provide the agreement for the Johnson St. property to his
8 principal broker in a timely manner, Slavik violated OAR 863-015-0255(3) (9-14-2012 Edition),
9 which requires a real estate broker to transmit to the broker's principal real estate broker within
10 three banking days of receipt any money, checks, drafts, warrants, promissory notes, or other
11 consideration and any documents received by the licensee in any professional real estate
12 activity in which the licensee is engaged.

13 **Timothy Ave Property:**

14 1.17 On January 24, 2013, Slavik filled out and signed a document titled, "One-Party
15 Listing, Agency Disclosure & Commission Agreement," which stipulated C. Pelagio owns the
16 Timothy Ave. property and agreed to let KW Realty and Slavik market the property to Swanson
17 as the buyer. It appears J. Estrada instead of C. Pelagio signed the commission agreement on
18 January 28, 2013.

19 1.18 On January 24, 2013, Slavik emailed C. Pelagio. Attached to this email was the
20 offers and "commission paperwork" for the Johnson St. and Timothy Ave. properties with
21 Swanson as the buyer (See 1.10 regarding the Johnson St. property offer for Swanson). Slavik
22 wrote nothing about ensuring the correct owner signed the appropriate offers and commission
23 paperwork. Slavik wrote, "I have attached the offers and paperwork for you to sign at every
24 arrow and astrix. (sic) You will get more money from each home on both offers than when we
25 previously talked about price. It is a win win for you. Please review this and return both offers
26 signed As Soon As Possible." Slavik attached an offer from Swanson for the Timothy Ave.
27 property dated January 24, 2013.

28 ///

29 ///

30 ///

1 1.19 Slavit said when working with C. Pelagio and J. Estrada in Mexico, J. Estrada did
2 not have an email address, so documents were emailed to C. Pelagio to get signatures from
3 both him and J. Estrada, depending on who owned the property. Slavit stated that either C.
4 Pelagio or J. Estrada signed and then returned the signed documents through C. Pelagio's
5 email.

6 1.20 J. Estrada, instead of the owner, C. Pelagio accepted this offer.

7 **Violation:** By writing the offer for Swanson as buyer and C. Peligio as seller, and failing
8 to address the error made when J. Estrada signed the commission agreement and offer
9 instead of C. Pelagio, Slavit violated ORS 696.810(3)(a) (2013 Edition), which states a buyer's
10 agent owes the buyer involved in a real estate transaction the following affirmative duty: (a) To
11 exercise reasonable care and diligence.

12 1.21 On February 27, 2013, Swanson signed an addendum to the Timothy Ave.
13 property agreement as the buyer. The addendum stated Swanson was unable to secure
14 financing due to a change in her credit qualification. All earnest money was to be returned to
15 Swanson.

16 1.22 On February 27, 2013, L. Zaragoza (sister to C. Pelagio), signed the addendum
17 terminating the sales agreement as power of attorney on behalf of C. Pelagio. Notarized on
18 February 28, 2013, an attempt was made to give L. Zaragoza authority to sign documents
19 related to the Timothy Ave property. But J. Estrada signed the POA related to this property
20 instead of the owner, C. Pelagio.

21 **Violation:** By failing to address the errors made, when the authority to sign as power of
22 attorney was executed after L. Zaragoza had already signed on behalf of another, and the
23 power of attorney was signed by the wrong person, Slavit violated ORS 696.810(2)(a) (2013
24 Edition), which states a buyer's agent owes the buyer involved in a real estate transaction the
25 following affirmative duty: (a) To exercise reasonable care and diligence.

26 1.23 The February 27, 2013, addendum terminating the agreement for the Timothy
27 Ave. property was not submitted timely for Boals' review. The addendum document which was
28 accepted on February 27, 2013, was not reviewed by Boals until March 25, 2013.

29 ///

30 ///

1 **Violation:** By failing to provide the addendum to his principal broker in a timely manner,
2 Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition), which requires a real estate broker
3 to transmit to the broker's principal real estate broker within three banking days of receipt any
4 money, checks, drafts, warrants, promissory notes, or other consideration and any documents
5 received by the licensee in any professional real estate activity in which the licensee is
6 engaged.

7 1.24 Slavit signed a one-party listing agreement dated February 27, 2013, which listed
8 C. Pelagio as the owner. L. Zaragoza signed the listing agreement as "POA for Carlos
9 Valentin" (J. Estrada) on February 27, 2013.

10 1.25 Dated February 27, 2013, Slavit wrote an offer for Dave Husel (Husel) for the
11 Timothy Ave. property. L. Zaragoza signed accepting the offer as "POA for Carlos Valentin" (J.
12 Estrada) on February 27, 2013.

13 1.26 Addendum A to the sale agreement was signed by L. Zaragoza "POA for Carlos
14 Valentin" (J. Estrada) on March 27, 2013

15 1.27 J. Estrada, instead of C. Pelagio (actual owner of Timothy Ave. property), signed
16 the power of attorney, which was notarized on February 28, 2013, allowing L. Zaragoza to sign
17 on his behalf. On April 15, 2013 C. Pelagio signed the power of attorney.

18 **Violation:** Slavit, by failing to address the errors made on the commission agreement,
19 offer, and addendum when the power of attorney was executed after it was used and signed
20 by the wrong person, violated ORS 696.810(3)(a) (2013 Edition), which states a buyer's agent
21 owes the buyer involved in a real estate transaction the following affirmative duty: (a) To
22 exercise reasonable care and diligence.

23 1.28 The commission agreement, offer, and addendum for the Timothy Ave. property
24 were not provided timely to Boals for review.

25 **Violation:** By failing to provide the commission agreement, offer, and addendum to his
26 principal broker in a timely manner, Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition),
27 which requires a real estate broker to transmit to the broker's principal real estate broker within
28 three banking days of receipt any money, checks, drafts, warrants, promissory notes, or other
29 consideration and any documents received by the licensee in any professional real estate
30 activity in which the licensee is engaged.

1 1.29 Through the above listed violations Slavik engaged in conduct below the standard
2 of care for the practice of professional real estate activity in Oregon.

3 **Violation:** ORS 696.301(15) (2013 Edition), which states a licensee's real estate
4 license can be disciplined if they have engaged in any conduct that is below the standard of
5 care for the practice of professional real estate activity in Oregon as established by the
6 community of individuals engaged in the practice of professional real estate activity in Oregon.

7 2.

8 2.1 OREA reserves the right to investigate and pursue additional complaints that
9 may be received in the future regarding this licensee.

10 STIPULATION & WAIVER

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

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

27 ///

28 ///

29 ///

30 ///

///

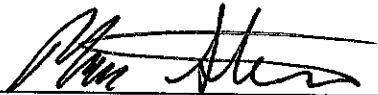
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ORDER

IT IS HEREBY ORDERED that Slavit's broker license be, and hereby is, reprimanded

IT IS SO STIPULATED:

IT IS SO ORDERED:



MARC SLAVIT

GENE BENTLEY

Real Estate Commissioner

Date 3-9-15

Date 3.18.15

DATE of service: 3-18-2015