

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
3

4 In the Matter of the Real Estate License of)
5)
6 ANTHONY MICHAEL SAMMONS) STIPULATED FINAL ORDER
7)
8)

9
10 The Real Estate Agency (OREA) and Anthony Michael Sammons (Sammons) do
11 hereby agree and stipulate to the following:

12 FINDINGS OF FACT
13 &
14 CONCLUSIONS OF LAW

15 1.

16 1.1 Sammons was licensed as a principal broker doing business under the registered
17 business name of Cascade Community Management, LLC (CCM) from April 22, 2011 through
18 June 22, 2015.

19 1.2 OREA received two emails from Dick Hooper (Hooper), President of Pivotal
20 Solutions, Inc., (Pivotal Solutions) who was the court appointed receiver for the Cody Halsey
21 (Halsey) and Cascade Community Management, LLC (CCM) case. Hooper alleged that
22 Sammons had interfered with the receivership and had solicited business from the property
23 owners from Sammon's CCM portfolio, for a company Sammons intended to form in the future.

24 1.3 On June 11, 2015, Pivotal Solutions, acting by and through it's agents and
25 officers, Hooper and Marcia Frey (Frey) was appointed receiver of (CCM) in Clackamas
26 County Circuit Court by a Stipulated Order.

27 1.4 The Stipulated Order appointing Pivotal Solutions as the receiver had the
28 following language, "All persons and entities who become aware of the court's order, including
29 the parties named in the action, shall have an affirmative duty to cooperate with the receiver,
30 shall refrain from interfering with the receiver in the exercise of its duties, shall refrain from

1 exercising any control with respect to the receivership or its assets, and such persons shall
2 immediately turn over to the receiver all books and records of the receivership, as well as any
3 other property of the receivership, as requested by the receiver.”

4 1.5 The Stipulated Order further stated, “It is Further Ordered that Cody Halsey and
5 all other officers, directors, stockholders, members, agents, and employees of Cascade
6 Community Management, LLC, and CCH Enterprises, Inc are enjoined from:

- 7 1. transacting any professional real estate activities except as directed by the receiver;
- 8 2. selling, transferring, disposing, encumbering, or concealing the assets of Cascade
9 Community Management, LLC and CCH Enterprises, Inc., their clients, or Cody Halsey;
- 10 3. committing or permitting any waste of the assets of Cascade Community
11 Management, LLC, and CCH Enterprises, Inc, or Cody Halsey; and
- 12 4. demanding, collecting, or in any other way diverting or using any of the rents or other
13 funds relating to the property management by Cascade Community Management, LLC,
14 and CCH Enterprises, Inc., or Cody Halsey.”

15 1.6 On June 11, 2015, a meeting was held by Hooper with the three CCM portfolio
16 managers, Sammons, Rhiann Doster (Doster) and Jessica Brown (Brown), to discuss the
17 appointment of Pivotal Solutions as the Receiver. Portfolio managers were told the business
18 would operate as usual pending further information, and they were told not to discuss the
19 appointment of the receiver until Hooper had a clear understanding of the issues, and had
20 decided what information was appropriate to convey to all of the property owners.

21 1.7 According to Sammons, Hooper told them not to lie to clients if asked directly, but
22 not to volunteer information.

23 1.8 On June 15, 2015, and June 16, 2015, Hooper continued to explore the
24 deficiencies with the Clients’ Trust Account Security Deposit Account, and discussed with the
25 portfolio managers other possible avenues of misuse of funds. Hooper said his continued
26 message to all employees included the continued need for discretion in communications with
27 owners until Hooper had a precise message that would be conveyed to all owners
28 simultaneously.

29 1.9 On June 22, 2015, Hooper met with Sammons, along with Frey. Hooper said
30 they advised Sammons that they had a meeting at 1:00 pm and following that meeting they

1 would meet with the portfolio managers and anticipated drafting a message to all property
2 owners to explain the situation. Hooper told Sammons he was not to disclose any of the
3 pending issues within CCM until after they met later in the afternoon and Hooper approved the
4 communications. The 1:00 meeting Hooper referred to was an attempt to get further
5 instructions from the Clackamas County Circuit Court.

6 1.10 The CCM property management agreements specified that owners were to get
7 paid by the 20th of each month, unless the 20th was on a weekend, then they would get their
8 deposit on the Friday before. Sammons said owners started calling who had not received their
9 deposits for the month. Sammons said Hooper informed him at the June 22, 2015, meeting
10 that he would not be making a distribution to the owners. Sammons said because owners
11 were asking him direct questions regarding where their payments were, he felt obligated to let
12 them know there was a problem.

13 1.11 On June 22, 2015, at 10:16 am, Sammons sent an email to all of the property
14 owners in his portfolio. In the email, Sammons wrote the following, "I have recently become
15 aware of a potentially disastrous scenario involving the owner of Cascade Community
16 Management, and consider the yet-to-be-determined ramifications unacceptable for my
17 continued professional affiliation. I cannot divulge specifics at this time, but should be able to
18 do so in the near future."

19 1.12 Sammons also wrote, "I plan to open my own small Realty company where I will
20 continue managing rentals, along with sales as they arise. My primary concern moving
21 forward is to protect the many, many valued relationships I've established over the last four
22 years with CCM, to the best of my ability-given circumstances. I understand many clients' will
23 be understandably upset, as it's unlikely any property owner will escape some level of financial
24 impact. At this point, I'd like to know who would be interested in making the move with me, for
25 projection purposes."

26 **Violation:** By informing property owners Sammons knew to be under contract with
27 CCM of his intent to open his own property management company, and asking if they would be
28 interested in making a move to the new company, Sammons violated ORS 696.301(6) (2015
29 Edition), which states a licensee may be disciplined if they have intentionally interfered with the
30 contractual relations of others concerning real estate or professional real estate activity.

1 1.13 Hooper said upon his return from the Clackamas County Circuit Court, he had
2 phone messages from property owners expressing concerns about CCM based upon an email
3 they had received earlier in the day from Sammons.

4 1.14 In his interview with OREA Investigator/Auditor Rob Pierce (Pierce) Sammons
5 said, he should not have asked the property owners if they were interested in moving their
6 properties to a new company he was planning to start. Sammons said he was just trying to let
7 his clients know that he was still there for them and wanted to make sure their needs were
8 met.

9 1.15 On June 22, 2015, a hand delivered termination notice was given to Sammons
10 by Hooper, to be effective immediately. Sammons was instructed to have no further contact
11 with the owners in his portfolio. Sammons was terminated at approximately 3:30 pm.

12 1.16 On June 22, 2015, at 8:27 pm Hooper received a forwarded email from Halsey,
13 with a note from Halsey that this was Sammons' second email to his client, list, sent just ten
14 minutes prior to Halsey forwarding it to Hooper. In the email Sammons informed the property
15 owners that as a result of Sammons attempt to provide the property owners with an early
16 warning, his employment with CCM had been terminated by the Receiver. Sammons said he
17 had asked Hooper if he could email his clients to notify them of his termination. Sammons said
18 Hooper verbally agreed that it was ok.

19 1.17 On June 30, 2015, the Clackamas County Circuit Court ordered the receiver to
20 close down CCM and wind up its affairs. On June 30, 2015, Pivotal Solutions sent a letter to
21 all clients and property owners informing them that CCM was closed and would do no further
22 business.

23 2.

24 2.1 OREA reserves the right to investigate and pursue additional complaints that
25 may be received in the future regarding this licensee.

26 STIPULATION & WAIVER

27 I have read and reviewed the above findings of fact and conclusions of law which have
28 been submitted to me by OREA and further, the order which follows hereafter. I understand
29 that the findings of fact, conclusions of law and this stipulation and waiver embody the full and
30 complete agreement and stipulation between OREA and me. I further understand that if I do

1 not agree with this stipulation I have the right to request a hearing on this matter and to be
2 represented by legal counsel at such a hearing. Hearings are conducted in accordance with
3 the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and
4 Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily
5 waive my rights to a hearing, to representation by legal counsel at such a hearing, and to
6 judicial review of this matter.

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

12 ORDER

13 IT IS HEREBY ORDERED that Sammons' principal broker license be, and hereby is,
14 reprimanded.

15
16 IT IS SO STIPULATED:

IT IS SO ORDERED:

17
18 
19 _____
20 ANTHONY MICHAEL SAMMONS

21 
22 _____
23 GENE BENTLEY
24 Real Estate Commissioner

25
26 Date 5/2/2016

27 Date 5.9.16

28
29 Date of service: 5/9/2016
30