

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
3

4 In the Matter of the Real Estate License of)
5)
6 TONY IYKE UZUEGBUNAM) STIPULATED FINAL ORDER
7)
8)
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10 The Real Estate Agency (Agency) and Tony lyke Uzuegbunam (Uzuegbunam) do
11 hereby agree and stipulate to the following:

12 FINDINGS OF FACT
13 &
14 CONCLUSIONS OF LAW

15 1.

16 1.1 On September 6, 2016, the Agency received a complaint from Nancy Carnahan
17 (Carnahan) alleging a former broker under her company, Uzuegbunam, created a false sales
18 agreement in order to activate an escalation clause of another offer. On September 16, 2016,
19 the Agency received a second complaint regarding Uzuegbunam and the transaction.

20 1.2 Uzuegbunam held a broker license and worked under John L. Scott Portland
21 South until August 19, 2016. Uzuegbunam's broker license has now lapsed.

22 1.3 On June 16, 2016, Chris George (George) signed a listing agreement with
23 Uzuegbunam to represent him in the sale of his home located at 11767 SE 118th Dr.
24 Clackamas, OR 97015. The listing price was for \$325,000.

25 1.4 On June 28, 2016, the buyers wrote an offer to purchase for \$310,000.

26 1.5 On June 29, 2016, Uzuegbunam emailed the buyer's agent, Nash Barinaga
27 (Barinaga), stating, "Received another good offer...is this your buyer's highest and best?"

28 1.6 According to Barinaga, Uzuegbunam called him on June 29, 2016, stating the
29 competing offer came in at \$320,000.

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1 1.7 According to Uzuegbunam, he told Barinaga that he expected an offer of
2 \$320,000 to be coming in.

3 1.8 On June 29, 2016, the buyers (who originally offered \$310,000) offered an
4 escalation clause stating they would pay \$2,000 more than any competing offer up to a total
5 price of \$320,000.

6 1.9 On June 30, 2016, the seller countered at \$322,000, and on July 1, 2016, the
7 buyers accepted and the transaction moved forward.

8 1.10 On June 30, 2016, Barinaga emailed Uzuegbunam asking for a copy of the
9 second competing offer he received.

10 1.11 On June 30, 2016, Uzuegbunam emailed Barinaga stating, "I won't be able to
11 send it till Tuesday evening since I'm on my way out of town right now. Its [sic] a very clean
12 offer with no seller concessions. The only difference is that they asked the seller to pay for
13 [sic] home warranty. I understand your buyers had to come up in price and if they're having
14 second thoughts about the property, please let me know ASAP so we can proceed with the
15 backup offer."

16 1.12 Uzuegbunam created a sales agreement for \$320,000 and submitted it to
17 Barinaga.. The purchase and sale agreement listed Alicia Highland and Rachel Lenzini as the
18 buyers, and Ira Baysinger, from Keller Williams as the buyer's agent.

19 1.13 Ira Baysinger worked in the same office as Uzuegbunam, at John L. Scott
20 Portland South and was not associated with Keller Williams. Ira Baysinger submitted a written
21 statement for the investigation stating he had no knowledge of the purchase and sales
22 agreement for \$320,000.

23 1.14 Agency Financial Investigator/Auditor Lindsey Nunes (Nunes) interviewed
24 Uzuegbunam about the transaction. Uzuegbunam said he received two offers on the same
25 day. One for \$310,000, and the other for \$308,000. Uzuegbunam said the offer for \$308,000
26 was emailed to him but he didn't have a copy of it due to the fact he no longer worked at John
27 L. Scott.

28 1.15 Uzuegbunam said he was given a thumb drive that had all his emails on it,
29 however, the information was incomplete and unreadable and was unable to obtain a copy of
30 the offer.

1 1.16 Uzuegbunam told Nunes he didn't know the name of the broker or what company
2 the broker worked for who submitted the offer of \$308,000.

3 1.17 Uzuegbunam said the broker who had submitted the \$308,000 offer called him
4 and said the highest her clients could go was \$320,000 and she would get the offer over in
5 writing that night.

6 1.18 Uzuegbunam then notified Barinaga regarding the \$320,000 offer.

7 1.19 Uzuegbunam told Nunes that he made a huge mistake and wrote up an offer for
8 \$320,000 thinking Barinaga would look at the offer and file it away. Uzuegbunam explained
9 the \$320,000 offer was a verbal offer and he should have waited until he had it in writing to
10 negotiate another deal. Uzuegbunam admitted to forging the \$320,000 offer to purchase.

11 1.20 Uzuegbunam's former principal broker at John L. Scott Portland South,
12 Carnahan, said Uzuegbunam hadn't turned in an offer for \$308,000 on this transaction and she
13 hadn't heard of a \$308,000 offer in this transaction.

14 1.21 On March 6, 2017, Nunes received an email from Carnahan stating John L. Scott
15 had complete access to all of Uzuegbunam's emails, and could not find any indication of an
16 offer for \$308,000.

17 1.22 Uzuegbunam mailed the thumb drive to the Agency, and Agency staff searched
18 the drive for the \$308,000 offer or any evidence of the offer. Nothing was found during the
19 search.

20 **Violation:** By creating and presenting a falsified sales agreement for \$320,000 to the
21 buyer's agent, Uzuegbunam violated ORS 696.301(12) and (14) (2015 Edition), which states
22 a real estate license may be disciplined if the licensee: (12) demonstrated incompetence in
23 performing any act for which the licensee is required to hold a license; (14) committed an act of
24 fraud or engaged in dishonest conduct substantially related to the fitness of the licensee to
25 conduct professional real estate activity, without regard to whether the act or conduct occurred
26 in the course of professional real estate activity.

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2 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.
3 Based on these violations, a revocation is appropriate for violations of ORS 696.301(12) and
4 (14).

5 2.2 A revocation is appropriate under ORS 696.396(2)(c)(B) and (C). According to
6 ORS 696.396, the Agency may revoke a real estate license if the material facts establish a
7 violation of a ground for discipline under ORS 696.301 that exhibits incompetence in the
8 performance of professional real estate activity, or exhibits dishonesty or fraudulent conduct.

9 2.3 The Agency reserves the right to investigate and pursue additional complaints
10 that may be received in the future regarding this licensee.

11 2.4 Pursuant to ORS 696.775, the lapsing of Uzuegbunam's license does not prohibit
12 the Commissioner from proceeding with further action.

13 STIPULATION & WAIVER

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

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

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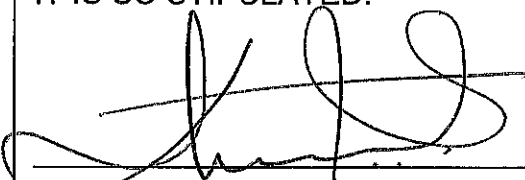
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ORDER

IT IS HEREBY ORDERED that Uzuegbunam's broker license is revoked.

IT IS SO STIPULATED:

IT IS SO ORDERED:



TONY IYKE UZUEGBUNAM

DEAN OWENS

Acting Real Estate Commissioner

Date 8/20/2018

Date 9/7/2018

Date of Service: 9/7/2018