

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
EVERETT B. EICHLER) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Everett B. Eichler (Eichler) do hereby agree and stipulate to the following:

PROCEDURAL HISTORY

On December 26, 2019 The Agency issued a Notice of Intent to Revoke License No. 960300224 and to Assess a Civil Penalty, for failure to provide requested property management records, in the amount of \$10,000. On January 8, 2020, through his attorney Jack Graham, Eichler requested a hearing. On March 13, 2020, the case was referred to the Office of Administrative hearings. The hearing was scheduled to occur on August 20, 2020 through August 21, 2020. On July 24, 2020, Jack Graham withdrew from representing Eichler. On July 28, 2020 Mr. Eichler advised the Agency’s attorney that he was still consulting with his former attorney so the Agency provided this document to Mr. Eichler and his former attorney Mr. Graham for review and consideration.

FINDINGS OF FACT

&

CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Eichler was licensed as a real estate property manager doing business under Classic Property Management LLC.

1.2 Eichler had the following trust accounts registered with the Agency: clients’ trust account (CTA) ending in #3320 and security deposits account (CTA-SD) ending in #4676.

1 1.3 On September 7, 2018 the Agency received a three-way monthly reconciliation
2 for CTA ending in #3320 for May, June, and July 2018 from Eichler. The May 2018 three-way
3 monthly reconciliation for CTA ending in #3320 was done incorrectly, did not balance and for
4 Part III it contained the total of security deposits being held, rather than the sum of all positive
5 owners' ledgers.

6 **(1) Violation:** By using the total of security deposits being held rather than the sum of all
7 positive owners' ledgers for Part III on the May 2018 reconciliation, Everett violated ORS
8 696.301(3) as it incorporates OAR 863-025-0028(2)(a)(C) (1-1-2018 Edition). OAR 863-0025-
9 0028(2) requires a property manager to reconcile each clients' trust account within 30 calendar
10 days of the date of the bank statement pursuant to the requirements contained in that section-
11 (a) the reconciliation must have three components that are contained in a single reconciliation
12 document: (C) the sum of all positive owners' ledgers as of the date of the bank statement.

13 1.4 From approximately October 2018 to February 2019 Eichler had his bookkeeper,
14 Harmony Reeffer (Reeffer) prepare the three way monthly reconciliations for CTA ending in #3320
15 and CTA-SD in #4676, after which Reeffer applied Eichler's electronic signature to the monthly
16 reconciliation documents for the CTA ending in #3320 and CTA-SD ending in #4676. Eichler
17 did not review the reconciliations prepared and electronically signed by Reeffer using Eichler's
18 signature. Eichler completely relied upon Reeffer to notify him of any accounting discrepancies.

19 **(2) Violation:** By failing to review and sign the reconciliation documents to attest to their
20 accuracy Eichler violated ORS 696.301(3) as it incorporates OAR 863-025-0028(2)(d)(B) (1-1-
21 2018 Edition). OAR 863-025-0025(2) requires a property manager to reconcile each clients'
22 trust account within 30 calendar days of the date of the bank statement pursuant to the
23 requirements contained in that section (d) within 30 calendar days from the date of the bank
24 statement, the property manager must: (B) sign and date the reconciliation document, attesting
25 to the accuracy and completeness of the reconciliation. Eichler also violated ORS 696.301(3)
26 as it incorporates ORS 696.890(4)(c),(d),(e) (2017 Edition) because ORS 696.890(4) provides
27 that a property manager owes the property owner the following affirmative duties: (c) to
28 exercise reasonable care and diligence; (d) to account in a timely manner for all funds received
29 from or on behalf of the owner; (e) to act in a fiduciary manner in all matters relating to trust
30 funds.

1 1.5 From April 2016 to February 2019 Eichler allowed Reeffer to prepare three- way
2 monthly reconciliations for the CTA ending in #3320 and CTA-SD ending in #4676, without
3 providing her with any written policies or delegations of authority permitting her to do so.

4 1.6 Additionally, from October 2018 to February 2019, Eichler again allowed Reeffer to
5 use an electronic copy of his signature to sign checks and disburse funds from the CTA ending
6 in #3320 and CTA-SD ending in 4676 without providing her with any written policies or
7 delegations of authority permitting her to do so. During this timeframe Reeffer and her
8 employees did the following: transferred Eichler's management fees from the CTA ending in
9 #3320 into Eichler's business operating account; collected laundry money for one of the
10 properties Eichler managed and deposited it into the CTA ending in #3320; paid bills and
11 owner draws; and made corrective transfers between the CTA ending in #3320 and CTA-SD
12 ending in #4676.

13 **(3) Violation:** By allowing Reeffer to do the following: (1) prepare, review and approve the
14 three way monthly reconciliations for CTA ending in #3320 and CTA-SD ending in 4676 and
15 then to apply Eichler's electronic signature thereto; (2) electronically sign Eichler's name on
16 checks; and (3) receive and disburse funds from CTA ending in #3320 and CTA-SD ending in
17 #4676, all without having any written policies or delegations of authority, Eichler violated ORS
18 696.301(3) as it incorporates OAR 863-025-0015(1), (3),(d), (5),and (6)(b) (5-15-14 and 11-15-
19 16 Editions), OAR 863-025-0015 (1) requires each property manager to develop, maintain and
20 follow written policies for persons and activities under this rule. (3) policies must specify the
21 duties, responsibilities, supervision and authority, including any authority to handle funds in a
22 clients' trust account or security account, for the following persons: (d) contractors. (5) policies
23 must include provisions that specify the production and maintenance of all reports, records and
24 documents required under this division. (6) the following delegations of the property
25 manager's authority must be in writing, dated and signed by the property manager and kept
26 with written policies (b) review and approve reconciliations and receive and disburse funds
27 under OAR 863-025-0025(23). For violations occurring on January 1, 2018 or after, Eichler
28 also violated ORS 696.301(3) as it incorporates OAR 863-025-0015(1), (3)(d), (4), and (5)(b)
29 (1-1-2018 Edition).

30 1.7 From approximately April 2016 to February 2019 Eichler generated owners'

1 statements from an Excel spreadsheet that was not reconciled with the bank statement, check
2 register or sum of all owners' ledgers or security deposits held. Eichler's Excel spreadsheet
3 was separate from the QuickBook records kept and maintained by Reeff. Eichler used the
4 previous month's ending balance and listed incoming funds and outgoing expenditures with an
5 ending balance. This information was then copied from Excel and pasted on the owner
6 statements and disbursed to owners. Eichler's Excel spreadsheets were inaccurate, contained
7 errors and did not match Reeff's QuickBook records. Reeff's records for the CTA ending in
8 #3320 and CTA-SD ending in 4676 were the records used for the monthly required three way
9 reconciliations.

10 **(4) Violation:** By generating owners' statements from an Excel spreadsheet that was not
11 reconciled to the CTA ending in # 3320 or the corresponding bank statement Eichler provided
12 owners with inaccurate information and by doing so Eichler violated ORS 696.890(4)(c),(d),and
13 (e) (2015 Edition). Eicher's conduct prior to January 1, 2018, is grounds for discipline under
14 ORS 696.301(12) and (15). For conduct on or after January 1, 2018, Eichler violated ORS
15 696.301(3) as it incorporates ORS 696.890(4)(c),(d), and (e) (2017 Edition). According to
16 ORS 696.890(4) a property manager owes the property owner the following affirmative duties:
17 (c) to exercise reasonable care and diligence;(d) to account in a timely manner for all funds
18 received from or on behalf of the owner; (e) to act in a fiduciary manner in all matters relating
19 to trust funds.

20 1.8 Eicher disbursed funds from clients' trust account ending in #3320 when there
21 were insufficient funds in the ledger account to do so. Ledger balances were negative in the
22 following instances:

- 23 • May 31, 2018, property code 694 Oak, -\$621.50
- 24 • June 30, 2018, property code 694 Oak, -\$728.00
- 25 • June 4, 2018, property code 1280 Oak, -\$149.41
- 26 • August 30, 2018, property code 1280 Oak, -\$398.14
- 27 • September 3, 2018, property code 1280 Oak, -\$934.14.
- 28 • November 30, 2018, property code 1280 Oak, -\$643.39
- 29 • July 31, 2018, property code 1 Bronze, -\$224.78
- 30 • July 31, 2018, property code 253 Meadow, -\$2,200.00

1 **(5) Violation:** By disbursing and/or allowing funds to be disbursed when there were
2 insufficient funds in the ledger account Eichler violated ORS 696.301(3) as it incorporates ORS
3 696.890(4)(c),(d),(e) (2017 Edition). According to ORS 696.890(4) a property manager owes
4 the property owner the following affirmative duties: (c) to exercise reasonable care and
5 diligence;(d) to account in a timely manner for all funds received from or on behalf of the
6 owner; (e) to act in a fiduciary manner in all matters relating to trust funds. Eichler also
7 violated ORS 696.301(3) as it incorporates OAR 863-025-0027(3) (1-1-2018 Edition) which
8 states a property manager must not disburse funds from a clients' trust account or security
9 deposits account unless there are sufficient funds, as defined in OAR 863-025-0010, in the
10 ledger account against which the disbursement is made. OAR 863-025-0010(21) defines
11 "sufficient funds" or "sufficient credit balance" as an amount of funds on an owner's ledger or a
12 tenant's ledger that is equal to or greater than the amount of a planned disbursement from a
13 clients' trust account or a security deposits account but which must not include any security
14 deposits in a security deposits trust account that are required to be held pending the
15 termination of a rental agreement. Only funds belonging to the owner or tenant on whose
16 behalf the disbursement is planned may be considered in determining if there are sufficient
17 funds or a sufficient credit balance.

18 1.9 The May, June and July 2018 reconciliations for CTA ending in #3320 showed
19 the same two outstanding deposits: 1) dated April 24, 2018, 1 Park, description noted "Trans
20 Sec Dep into Trust" in the amount of \$1,800.00; 2) May 18, 2019, property 1280, "Rent
21 Proration," in the amount \$423.98.

22 1.10 Eichler's Excel ledger for property 1 Park did not show an entry for a deposit from
23 CTA-SD ending in #4676 in April 2018. The Excel ledger shows entries for two transfers dated
24 January 1, 2018 from the CTA-SD ending in #4676 to the CTA ending in #3320 for 1 Park, Unit
25 637. One transfer was for the \$800.00 security deposit and the other was for last month's rent
26 of \$1,000.00. On the ledger, a note next to the transfer stated, "This transfer was never done.
27 Please do transfer in August." A note below that states, "Completed transfer on 8/24/18."

28 1.11 This transfer does not appear on the QuickBooks check register for August 2018,
29 however there was a \$1,800.00 deposit on entered July 6, 2018 which lacked required
30 identifying information.

1 1.12 The QuickBooks owner's ledger for property 1 Park shows two deposits entered
2 on April 24, 2018 one for \$800.00 and one for \$1,000.00 that reference, "adjustments for Jan
3 reptd to client but not in bank sec dep from sec dep account."

4 1.13 When asked about the outstanding security deposit and prorated rent, Reeffer said
5 they were transfers that Eichler entered into his Excel ledger but failed to make the
6 corresponding transfers in the bank accounts. To assist Eichler, Reeffer had noted in Eichler's
7 Excel spreadsheet (that Reeffer had access to) the transfer was not made and needed to be
8 corrected. After the correction was not made by Eichler, Reeffer completed the transfer on
9 August 24, 2018.

10 1.14 Entering transfers without moving the funds between accounts resulted in
11 Eichler's Excel ledger showing a higher balance than the amount of funds actually held in the
12 account from January 2018 to July 2018. Additionally, Reeffer's QuickBooks entries showing the
13 transfer in the owners' ledger months before the transfers were made, but listing the deposit as
14 outstanding, gave the appearance the May 2018 through July 2018 reconciliations balanced,
15 when they did not.

16 **(6) Violation:** By failing to accurately reconcile or take corrective action from January 1,
17 2018 through August 24, 2018, for CTA ending in #3320, Eichler violated ORS 696.301(3) as it
18 incorporates ORS 696.890(4)(c),(d),(e) (2017 Edition). According to ORS 696.890(4) a
19 property manager owes the property owner the following affirmative duties: (c) to exercise
20 reasonable care and diligence;(d) to account in a timely manner for all funds received from or
21 on behalf of the owner; (e) to act in a fiduciary manner in all matters relating to trust funds.
22 Eichler also violated ORS 696.301(3) as it incorporates OAR 863-025-0025(22) (1-1-2018)
23 which requires a property manager to take corrective action to resolve all adjustments made in
24 a reconciliation prior to the next reconciliation or document the good faith efforts the property
25 manager has taken to resolve the adjustments.

26 1.15 Regarding the outstanding deposit of \$423.98 for property 1280 Oak showing on
27 the May, June and July 2018 reconciliations for the CTA ending in #3320 there was no
28 corresponding entry in Eichler's Excel ledger for 1280 Oak of \$423.98 for the calendar year of
29 2018.

30 1.16 The QuickBooks check register shows an entry dated August 1, 2018 for \$423.98

1 paid to Eichler's business operating account. The entry noted on the check register was, "TO
2 CLR DEP..." The QuickBooks owner ledger for 1280 Oak shows a deposit on January 1, 2018
3 of \$423.98 with the memo, "BAL ADJUST TO MAZOR REPORT." However, there were no
4 entries on May 18, 2018 or August 1, 2018 in the QuickBooks owner ledger that correspond
5 with the outstanding \$423.98 deposit listed on the reconciliation.

6 **(7) Violation:** By failing to properly account for clients' trust funds Eichler violated ORS
7 696.301(3) as it incorporates 696.890(4)(c),(d),(e) (2017 Edition). According to ORS
8 696.890(4) a property manager owes the property owner the following affirmative duties: (c) to
9 exercise reasonable care and diligence;(d) to account in a timely manner for all funds received
10 from or on behalf of the owner; (e) to act in a fiduciary manner in all matters relating to trust
11 funds.

12 1.17 On multiple occasions during 2018, Eichler failed to abide by the terms of his
13 property management agreements. Eichler's property management agreements specified an
14 8% property management fee. Eichler's property management agreement specifies Eichler
15 may charge \$75.00 an hour for activity above the usual three to five hours spent on a property
16 per month. Eichler's Excel ledgers show that he would increase the fee when he spent
17 additional time on a property. Eichler admitted during his interview that he had not kept track of
18 his time spent and the duties performed and he charged what he felt was reasonable for the
19 work done.

20 1.18 The following management fees noted on Eichler's Excel ledger show the
21 fluctuation of management fees taken:

- 22 • Property 186 Crocker, 9% management fee from January – April 2018, May 2018
23 forward 8% fee
- 24 • Property 477 Larkspur, 9% management fee from January –May 2018, June 2018
25 forward 8% fee
- 26 • Property 349 Alta, 9% management fee from January-June 2018, 11.2% management
27 fee for July 2018, 8% management fee for August- October 2018, 10% management
28 fee from December 2018-January 2019.

29 **(8) Violation:** By failing to follow the terms of the property management agreement when
30 charging property management fees, Eichler violated ORS 696.301(3) as it incorporates

1 696.890(4)(c),(d),(e) (2017 Edition) because ORS 696.890(4) provides that a property
2 manager owes the property owner the following affirmative duties: (c) to exercise reasonable
3 care and diligence;(d) to account in a timely manner for all funds received from or on behalf of
4 the owner; (e) to act in a fiduciary manner in all matters relating to trust funds.

5 1.19 According to Eichler’s property management agreements, Classic Property
6 Management, kept any late fees.

7 In the following instances late fees were not removed timely from the CTA ending in
8 #3320:

- 9 • On March 6, 2018, the Excel ledger for property 1 Park Unit 637 shows a late fee
10 deposited, however as of February 2, 2019, this late fee had not been transferred out of
11 the CTA to the business operating account.
- 12 • On September 1, 2018, the ledger for property 1 Park, Unit 637 shows a late fee
13 deposited, with no entry showing it was transferred out of the CTA to the business
14 operating account.

15 1.20 Eichler’s property management agreements did not address when the property
16 management fee would be disbursed.

17 1.21 Between February 2018 and August 2018, Eichler failed in the following
18 instances to timely withdraw his management fees from the clients’ trust account ending in
19 #3320.

- 20 • The Excel ledger for property 705 shows management fees of \$500.00 deposited from
21 the owner on March 20, 2018 and an ending balance on June 30, 2018, with the same
22 \$500.00 management fees in the account. The \$500.00 had not been timely removed
23 from the clients’ trust account.
- 24 • The Excel ledger for property 1700 shows a disbursement on May 14, 2018, that is
25 noted as, “CLASSIC MAR, APRIL, MAY FEE.” The March and April property
26 management fees were not disbursed timely from the CTA.
- 27 • The Excel ledger for property 1301-03 has three disbursements listed on April 1, 2018,
28 one is noted as the February management fee, one as the March management fee, and
29 one as the April management fee. The February and March property management fees
30 were not timely disbursed from the CTA.

1 1.22 In the above examples, there were sufficient funds in the owners' ledger as
2 defined in OAR 863-025-0010(21) for Eichler to timely disburse his management fees.

3 **(9) Violation:** By failing to timely remove late fees and management fees from the CTA
4 ending in #3320 Eichler violated ORS 696.301(3) as it incorporates ORS 696.241(5) (2017
5 Edition) which states a real estate property manager may not commingle any funds with the
6 trust funds held in a clients' trust account except for (a) earned interest on a clients' trust
7 account as provided in subsections (7) and (8) of this section; and (b) earned compensation as
8 provided in subsection (9) of this section. Eichler also violated ORS 696.301(3) as it
9 incorporates OAR 863-025-0065(6) which states a property manager may not deposit any
10 funds received on behalf of an owner in the property manager's personal account or
11 commingle any such funds received with personal funds of the property manager. Eichler also
12 violated ORS 696.301(3) as it incorporates OAR 863-025-0027(6) (1-1-2018 Edition) which
13 states a property manager must disburse earned management fees from the clients' trust
14 account at least once each month unless a different schedule of disbursement is specified in
15 the property management agreement, and may only disburse such fees if sufficient funds are
16 available.

17 1.23 Eichler entered anticipated rent in his ledger instead of recording when the rent
18 was actually received. Eichler made the following entries in his Excel ledger incorrectly
19 showing rent was received:

- 20 • Property 358-360 Maple has two entries dated August 1, 2018, one charging a late fee
21 for July rent and one charging a late fee for August rent. However, the spreadsheet
22 shows rent was received on July 1, and August 1.
- 23 • Property 1700 Dove shows rent received on January 1, 2018, with a late fee charged
24 the same day.
- 25 • Property 1 Park unit 637 shows a rent deposit on September 1, 2018 with a subsequent
26 late fee of \$50.00.
- 27 • Property 694 Oak has a note dated June 28, 2018, stating, "MAY RENT LOST" and
28 another note, "JOSH TO SEND NEW 7 18 RENT." The ledger showed an entry for rent
29 received for both units at 694 Oak dated May 1, 2018.

30 **(10) Violation:** By making entries on the ledger showing rents received, when in fact they

1 had not been Eichler violated ORS 696.301(3) as it incorporates ORS 696.890(4)(c),(d), (e)
2 (2017 Edition). According to ORS 696.890(4) a property manager owes the property owner the
3 following affirmative duties: (c) to exercise reasonable care and diligence;(d) to account in a
4 timely manner for all funds received from or on behalf of the owner; (e) to act in a fiduciary
5 manner in all matters relating to trust funds.

6 1.24 On the following instances, Eichler either failed to provide documents requested
7 by the Agency, or failed to timely provide the documents:

- 8 • Excel spreadsheet, requested 1/2/2019, due 1/9/2019, received 1/22/2019
- 9 • 2018 owner ledgers from QuickBooks for 1280 Oak, 1 Park, 253 Meadow, requested
10 2/1/2019, due 2/8/2019, received 2/20/2019.
- 11 • Property management agreements and addendums for 477 Larkspur, requested
12 2/1/2019, due 2/8/2019, was never received.
- 13 • Bank authorization form, requested 2/1/2019, due 2/8/2019, was never received.

14 **(11) Violation:** By failing to provide the requested documents timely or at all, Eichler violated
15 ORS 696.301(3) as it incorporates OAR 863-025-0035(2)(a),(c) (1-1-2018 Edition) which
16 states a property manager must produce records required by section (1) of this rule for
17 inspection by the Agency as follows: (a) when the Agency makes a request for production of
18 property management records, the property manager must provide such records with no less
19 than five banking days; and (c) failure to produce such records within the timelines stated in (a)
20 or (b) of this section is a violation of ORS 696.301.

21 1.25 All of the above acts demonstrate incompetence or untrustworthiness in
22 performing acts for which Eichler was required to hold a license.

23 **(12) Violation:** ORS 696.301(12) (2015 and 2017 Editions) which states a licensee's real
24 estate license can be disciplined if they have demonstrated incompetence in performing any
25 act for which the licensee is required to hold a license.

26 1.26 The Agency has taken action against Eichler's property manager license twice
27 before and for similar conduct to that found in the most recent investigation. Previously, in
28 2001, Eichler's property manager license was reprimanded. The violations included, but were
29 not limited to: providing property owners with monthly owner statements that were not
30 accurate, failing to remove management fees in a timely manner, and failing to reconcile his

1 clients' trust accounts as required.

2 1.27 In 2018, Eichler's property manager license was reprimanded again and Eichler
3 agreed to complete the 27-hour Property Manager Advanced Practice Course. The violations
4 noted in the stipulated order for the 2018 reprimand included, but were not limited to: failing to
5 provide reconciliation documents for a mandatory review by the deadline, failure to reconcile
6 the clients' trust account for the calendar year 2015, failing to sign and date reconciliation
7 documents, failing to transfer funds from the security deposits account to the clients' trust
8 account over the course of several months, disbursing funds from the clients' trust account
9 when there were not sufficient funds in the account ledger to make the disbursements, failing
10 to include the purpose of each disbursement in record of receipts and disbursements.

11 1.28 The July 2018 stipulated agreement, signed by Eichler and the Commissioner,
12 required Eichler to complete the 27-hour Property Manager Advanced practices course within
13 four months from the effective date of the order. Eichler requested an extension for the course
14 completion due date due to medical issues. The Agency granted his requested extension. In
15 November 2018, an Addendum to Stipulated Final Order was signed requiring Eichler to
16 complete the 27-hour Property Manager Advanced Practices course by May 17, 2019 and to
17 submit the course certificate to the Agency no later than 10 days after the education was
18 completed.

19 1.29 Eichler failed to comply with the terms and conditions of the Stipulated Order and
20 Addendum to Stipulated Final Order. Eichler did not submit his course certificate to the
21 Agency until October 16, 2019. The course completion date on the certificate was May 19,
22 2019, which was later than the course completion date May 17, 2019 which was the date
23 Eichler stipulated to in the Addendum to Stipulated Final Order.

24 **(13) Violation:** By failing to comply with the conditions and terms of the Stipulated Final
25 Order and Addendum to Stipulated Final Order, Eichler violated ORS 696.301(13) which states
26 a licensee's real estate license may be disciplined if the licensee violated a term, condition,
27 restriction or limitation contained in an order by the commissioner.

28 2.

29 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.
30 Based on these violations a revocation is appropriate for violations of ORS 696.301(3),(12),

1 (13), and (15).

2 2.2 A revocation is of Eichler's property manager license is appropriate under ORS
3 696.396(2)(c)(B) and (D). According to ORS 696.396, the Agency may revoke a real estate
4 license if the material facts establish a violation of a ground for discipline under ORS 696.301
5 that: (B) exhibits incompetence in the performance of professional real estate activity and (D)
6 repeats conduct or an act that is substantially similar to conduct or an act for which the real
7 estate licensee was disciplined previously.

8 2.3 The Agency reserves the right to investigate and pursue additional complaints
9 that may be received in the future regarding this licensee.

10 2.4 In establishing the violations alleged above, OREA may rely on one or more of
11 the definitions contained in ORS 696.010.

12 2.5 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a
13 real estate license, whether by operation of law, order of the Real Estate Commissioner or
14 decision of a court of law, or the inactive status of the license, or voluntary surrender of the
15 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)
16 proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to
17 the licensee; (3) Take action against a licensee, including assessment of a civil penalty against
18 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order
19 suspending or revoking a license.

20

21

STIPULATION & WAIVER

22 I have read and reviewed the above findings of fact and conclusions of law which have
23 been submitted to me by the Agency and further, the order which follows hereafter. I
24 understand that the findings of fact, conclusions of law and this stipulation and waiver embody
25 the full and complete agreement and stipulation between the Agency and me. I further
26 understand that if I do not agree with this stipulation I have the right to proceed to hearing
27 under the current hearing scheduled and at the currently scheduled hearing to be represented
28 by legal counsel. I further understand that hearings are conducted in accordance with the
29 procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and
30 Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily

1 waive my rights to a hearing, to representation by legal counsel at such a hearing, and to
2 judicial review of this matter.

3 I hereby agree and stipulate to the above findings of fact and conclusions of law and
4 understand that the order which follows hereafter may be completed and signed by the Real
5 Estate Commissioner, or the Deputy Commissioner subject to the authority delegated to her,
6 or may be rejected by the Real Estate Commissioner, or the Deputy Commission subject to
7 delegation. I understand that, in accordance with the provisions of ORS 696.445(3), notice of
8 this order shall be published in the Oregon Real Estate News Journal.

9 I agree, once the Commissioner or Deputy Commissioner, executes this stipulated
10 order, that I will accept service of the final order by email, and hereby waive the right to
11 challenge the validity of service.

12 I understand that the Agency is waiving the \$10,000 civil penalty assessed in the Notice
13 of this matter for failure to provide requested property management records.

14 I further understand that after the effective date of revocation of my property manager's
15 license, any additional activity conducted by me that meets the definition of management of
16 rental real estate as defined in ORS 696.010(14) may be subject to a civil penalty for
17 unlicensed activity pursuant to ORS 696.990(4) which states in part that any person who
18 engages in professional real estate activity which requires a license may be required to forfeit
19 and pay to the General Fund of the State Treasury a civil penalty between \$100 to \$500 for the
20 first offense and between \$500-\$1,000 for subsequent offenses.

21
22 ORDER

23 IT IS HEREBY ORDERED that:

- 24 a) The agency is herewith waiving the \$10,000 civil penalty previously noticed
25 for assessment in this matter.
- 26 b) That after the effective date of revocation of Mr. Eichler's property manager
27 license, any additional property management activity conducted by Eichler,
28 that meets the definition of management of rental real estate as defined in
29 ORS 696.010(14), may be subject to a civil penalty for unlicensed activity
30 pursuant to ORS 696.990(4) which states in part that any person who
engages in professional real estate activity which requires a license may be

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required to forfeit and pay to the General Fund of the State Treasury a civil penalty between \$100 to \$500 for the first offense and between \$500-\$1,000 for subsequent offenses.

c) The Agency will allow Eichler a thirty day (30 day) transition period to sell, close or secure management by another licensed property manager. The thirty day transition period will end close of business on August 28, 2020. Effective close of business on August 28, 2020, Eichler's property manager license will be revoked.

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:
Everett Eichler
463FE568BA6D42F...

DocuSigned by:
Anna Higley
7237997468544CB...



EVERETT B. EICHLER

ANNA HIGLEY

Deputy Real Estate Commissioner on behalf of
STEVEN STRODE

Real Estate Commissioner

Date 8/2/2020 | 7:53 AM PDT

Date 8/3/2020 | 7:25 AM PDT

Date of Service: 08/03/2020