

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
FREDDIE JAEI FIGUEROA) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Freddie Jael Figueroa (Figueroa) do hereby agree and stipulate to the following:

FINDINGS OF FACT, STATEMENTS OF LAW
AND
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

First Findings of Fact:

1.1 At all times mentioned herein, Figueroa was licensed as a real estate broker with Keller Williams Realty Portland Premiere.

1.2 On May 7, 2021, Ray Long (Long) submitted a complaint against Figueroa. The Agency opened an investigation on June 3, 2021.

1.3 On February 21, 2021, Figueroa entered into a listing agreement with Craig and Lea Lamond (sellers) to sell 20344 S. Lower Highland Rd, Beavercreek Oregon (subject property).

1.4 On April 2, 2021, Long had Corie Gosse (Gosse), the agent representing Long prepare an offer on the subject property. When Figueroa received Long's first offer, his transaction coordinator at the time, forwarded Long's offer to the sellers the same day for review. The terms of Long's first offer were:

- Sales Price \$750,000

- 1 • Down Payment \$100,000
- 2 • Closing: May 14, 2021
- 3 • Financing: VA
- 4 • Terms: Seller had 14 days to vacate after closing, including all personal property,
- 5 seller not responsible for repairs.

6 1.5 On April 3, 2021, Gosse and the Longs attended an open house at the subject
7 property. That same day Gosse submitted a second offer on behalf of the Longs. On April 3,
8 2021, Figueroa received three offers (including the second offer from the Longs).

9 1.6 Figueroa responded to Gosse's April 3, 2021 email a few minute later with, "Will
10 your buyer do 900k conventional \$40 EM, appraisal and general home inspection waiver? 30
11 day free rent back needed." Gosse responded asking if it was a competing waiver. Figueroa
12 stated, "No just curious."

13 1.7 Figueroa told Agency staff he was acting in the sellers' best interest, who thought
14 the property was worth closer to \$900,000. According to Figueroa he thought he sent this
15 email to Gosse prior to receiving Brittany Gibbs' offer (an offer that the sellers later accepted),
16 but was unsure. Figueroa sent this email without the sellers' knowledge or direction, and no
17 counteroffer or addendum was prepared.

18 **First Statement of Law:** The Real Estate Commissioner may reprimand a licensee's
19 real estate license if the licensee has disregarded or violated any provision of ORS 696.010 to
20 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Agency.
21 ORS 696.301(3). Implementation of ORS 696.301(3) is made through ORS 696.805(2)(a)
22 (2019 Edition) that states: (2) a seller's agent owes the seller, other principals and the
23 principals' agents involved in a real estate transaction the following affirmative duties: (a) to
24 deal honestly and in good faith.

25 **First Conclusion of Law:** On April 3, 2021, Figueroa sent Gosse an email asking if
26 Long would accept different terms. Figueroa did this without the sellers' knowledge or direction,
27 and no counteroffer or addendum was prepared in violation of ORS 696.301(3) and its
28 implementing statute ORS 696.805(2)(a) (2019 Edition).

29 **Second Findings of Fact:**

30 1.8 When Figueroa received Long's second offer made on April 3, 2021, he saw only

1 the “bullet points” of the offer in the body of the email and thought they were amending their
2 original offer. Figueroa verbally reviewed the “bullet points” with the sellers, it was essentially
3 the same as the offer, and they decided they were not interested.

4 1.9 At the time, Figueroa didn’t realize there was a second offer from the Longs.
5 There were significant power outages in the area, at the time, and Figueroa was using his
6 phone to check his email. He didn’t see the attached offer in the email. He said if he had
7 scrolled down further, he would have seen the attached offer, but he missed it. The terms of
8 the agreement were:

- 9 • Sales Price: \$727,000
- 10 • Down Payment: \$100,000
- 11 • Closing: May 14, 2021
- 12 • Financing: VA
- 13 • Terms: Escalation clause to exceed any bona fide offer by \$2000- no cap
14 (competing offer must be provided). The seller had 14 days to vacate after
15 closing, sold-as-is, all personal property removed.

16 1.10 On April 4, 2021, the seller’s accepted an offer written by Britany Gibbs, the
17 terms of the agreement were:

- 18 • Sales Price: \$825,000
- 19 • Down Payment \$350,000
- 20 • Closing: May 12, 2021
- 21 • Financing: Conventional
- 22 • Terms: Seller to maintain possession until July 6, 2021. Any and all personal
23 property of seller’s choice to remain.

24 1.11 On April 4, 2021, the then transaction coordinator for Figueroa sent an email to
25 Gosse notifying her of the sellers’ decision to go with another offer. Gosse had prepared her
26 buyers to receive a counteroffer with the sellers asking for a specific amount.

27 1.12 Looking back Figueroa admits he should have scrolled down further and
28 forwarded the offer to sellers.

29 1.13 Figueroa explained a significant amount of abandoned material and cars needed
30 to be removed from the property. The sellers told him it would cost up to \$50,000 to remove.

1 Figuroa said the escalation clause of \$2,000 over the highest offer would have netted the
2 sellers less because Gibbs' buyers said the sellers could leave the cars and other material.

3 1.14 On April 13, 2021, Long wrote and mailed the sellers a letter expressing his
4 concerns about his offers for the subject property.

5 1.15 On May 2, 2021, Mike Lamond, the sellers' son, assisting his parents, requested
6 a copy of Long's second offer.

7 **Second Statement of Law:** ORS 696.301(3) authorizes the Commissioner to
8 reprimand a licensee's real estate license who has disregarded or violated any provision of
9 ORS 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of
10 the Real Estate Agency. Implementation of ORS 696.301(3) is made through OAR 863-015-
11 0135(2) and ORS 696.805(2)(b) and (3)(a). OAR 863-015-0135(2) (1/1/2021 Edition) states
12 (2) a real estate licensee must promptly deliver to the offeror or offeree every written offer or
13 counter-offer the licensee receives. ORS 696.805(2)(b) and (3)(a) states: (2) A seller's agent
14 owes the seller, other principals, and the principal's agents involved in a real estate transaction
15 the following affirmative duties: (b) to present all written offers, written notices and other written
16 communications to and from the parties in a timely manner without regard to whether the
17 property is subject to a contract for sale, or the buyer is already a party to a contract to
18 purchase. (3) A seller's agent owes the seller involved in a real estate transaction the following
19 affirmative duties: (a) to exercise reasonable care and diligence.

20 **Second Conclusion of Law:** Although Figuroa discussed the terms of the agreement
21 from Gosse's April 3, 2021 email with the sellers, he failed to present them with a copy of the
22 offer in violation of ORS 696.301(3) and its implementing rule OAR 863-015-0135(2)
23 (1/01/2021 Edition) and statute ORS 696.805(2)(b) and (3)(a) (2019 Edition).

24 **Third Findings of Fact:**

25 1.16 Figuroa entered into a listing agreement with the sellers on February 21, 2021,
26 but did not submit the listing for principal broker review until April 5, 2021.

27 **Third Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand a
28 licensee's real estate license who has disregarded or violated any provision of ORS 696.010 to
29 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate
30 Agency. Implementation of ORS 696.301(3) is made through OAR 863-015-0250(2) (1/1/2021

1 Edition) which states when a real estate broker receives any document referred to in (1) of this
2 rule, the real estate broker must transmit to the real estate broker's principal broker the
3 document within 3 banking days of real estate broker's receipt of the document.

4 **Third Conclusion of Law:** Figueroa entered into a listing agreement with the sellers on
5 February 21, 2021, however, the listing was not submitted to his principal broker for review
6 until April 5, 2021 in violation of ORS 696.301(3) and its implementing rule OAR 863-015-
7 0250(2) (1/01/2021 Edition).

8 **Fourth Findings of Fact:**

9 1.17 There were four offers in total received on the subject property. On August 19,
10 2021, the Agency asked Figueroa to submit documentation showing all four offers were
11 submitted for principal broker review. On April 3, 2021, Figueroa submitted the accepted offer
12 to his principal broker for review. However, he did not submit the three rejected offers for
13 principal broker review.

14 **Fourth Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand
15 a licensee's real estate license who has disregarded or violated any provision of ORS 696.010
16 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real
17 Estate Agency. Implementation of ORS 696.301(3) is made through OAR 863-015-0250(2)
18 (1/01/2021 Edition), which states when a real estate broker receives any document referred to
19 in (1) of this rule, the real estate broker must transmit to the real estate broker's principal
20 broker the document within 3 banking days of real estate broker's receipt of the document.

21 **Fourth Conclusion of Law:** By failing to submit the three rejected offers for principal
22 broker review Figueroa violated ORS 696.301(3) and its implementing rule OAR 863-015-
23 0250(2) (1/01/2021 Edition).

24 **Fifth Statements of Fact**

25 1.18 Figueroa's Zillow profile page showed him as a "Principal Real Estate Broker"
26 with 9 years of experience. Figueroa was first issued a license on July 28, 2014, and as of
27 September 2021, had been licensed as a broker for approximately 7 years. Figueroa has
28 since corrected this advertising to reflect his correct license designation and experience.

29 **Fifth Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand a
30 licensee's real estate license who has disregarded or violated any provision of ORS 696.010 to

1 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate
2 Agency. Implementation of ORS 696.301(3) is made through OAR 863-015-0125(2)(b)(c) and
3 (e)(1/01/2021 Edition), which states: (2) advertising shall: (b) be truthful and not deceptive or
4 misleading; (c) not state or imply the licensee is a principal broker or is responsible for
5 operating the registered business if the licensee is a real estate broker; (e) not state or imply
6 that the licensee is qualified or has a level of expertise other than as currently maintained by
7 the licensee. ORS 696.301(4) authorizes the Commissioner to reprimand a licensee's real
8 estate license who has knowingly or recklessly published materially misleading or untruthful
9 advertising.

10 **Fifth Conclusion of Law:** Figueroa's Zillow profile page notes that he was a principal
11 broker with 9 years' experience; however, Figueroa is currently only a broker licensed with the
12 Agency since July 28, 2014, in violation of ORS 696.301(4) and ORS 696.301(3) and its
13 implementing rule OAR 863-015-0125(2)(b)(c) and (e) (1/01/2021 Edition).

14 **Sixth Statement of Law:** The Commissioner may reprimand a licensee's real estate
15 licensee if they have: (12) Demonstrated incompetence or untrustworthiness in performing any
16 act for which the real estate licensee is required to hold a license. (15) Engaged in any conduct
17 that is below the standard of care for the practice of professional real estate activity in Oregon
18 as established by the community of individuals engaged in the practice of professional real
19 estate activity in Oregon. ORS 696.301(12) and (15) (2019 Edition).

20 **Sixth Conclusion of Law:** The violations noted above demonstrate incompetence, or
21 untrustworthiness and are below the standard of care for the practice of professional real
22 estate activity in violation of ORS 696.301(12) and (15) (2019 Edition).

23 **Seventh Conclusion of Law:** The forgoing violations are grounds for discipline
24 pursuant to ORS 696.301(3), (4), (12) and (15). Based on these violations a reprimand is
25 appropriate for violations of ORS 696.301(3), (4), (12) and (15). As previously noted, the
26 Agency has set forth the grounds of discipline as ORS 696.301(3), (4) (12) and (15).

27 2.

28 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real
29 estate license, whether by operation of law, order of the Real Estate Commissioner or decision
30 of a court of law, or the inactive status of the license, or voluntary surrender of the license by

1 the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with
2 an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee;
3 (3) Take action against a licensee, including assessment of a civil penalty against the licensee
4 for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or
5 revoking a license.

6 3.

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

9 4.

10 STIPULATION AND WAIVER

11 I, Freddie Jael Figueroa, have read and reviewed this Stipulated Final Order and its
12 Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings
13 of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full
14 and complete agreement and stipulation between the Agency and me. I further understand
15 that if I do not agree with this stipulation I have the right to request a Hearing on this matter
16 and to be represented by legal counsel at such a Hearing. I also understand that any Hearing
17 would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in
18 accordance with the Rules of Practice and Procedure adopted by the Attorney General of the
19 State of Oregon. By signing this Stipulated Final Order I freely and voluntarily waive my rights
20 to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
21 matter.

22 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
23 understand that the Order which follows hereafter, which I have also read and understand,
24 may be completed and signed by the Real Estate Commissioner or may be rejected by the
25 Real Estate Commissioner. I further understand that, in accordance with the provisions of
26 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
27 Journal.

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1 In addition to all of the above, I agree that once the Commissioner executes this
2 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
3 waive the right to challenge the validity of service.
4

5 ORDER

6 IT IS HEREBY ORDERED that Freddie Jael Figueroa's broker license be, and hereby is
7 reprimanded.
8

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10 IT IS SO STIPULATED:

IT IS SO ORDERED:

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12 DocuSigned by:
Fred Figueroa
13 4B1A8B9BE67D4FD...

DocuSigned by:
Steven Strode
E2C2D0097AD8471...



14 FREDDIE Jael FIGUEROA

STEVEN STRODE

15 12/23/2021

Real Estate Commissioner

16 Date _____

Date 12/23/2021 | 9:06 AM PST _____

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18 Date of Service: 12/23/2021 _____
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