

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Unlicensed Professional  
Real Estate Activity of  
AUTUMN MARIE REYNOLDS

STIPULATED FINAL ORDER AND ORDER  
TO CEASE AND DESIST

The Oregon Real Estate Agency (Agency) and Autumn Marie Reynolds (Reynolds) do hereby agree and stipulate to the following:

FINDINGS OF FACT  
&  
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Reynolds was not licensed to conduct professional real estate activity or the management of rental real estate in Oregon.

1.2 On March 10, 2021, Stacie Loders (Loders) filed a complaint against Reynolds and the Agency opened an investigation on April 6, 2021.

1.3 The complaint documents included photos of two lease agreements; the first was for 412 Pearl St., Unit #2, Oregon City. Per Clackamas County records, Joseph Winter (Winter) was the owner of the property. The lease agreement for 412 Pearl St., Unit #2, stated the term of the lease would start on April 24, 2020, and continue as a month-to-month tenancy. The lease agreement noted Reynolds as the landlord and her contact information was included. The lease agreement was signed by Reynolds on April 24, 2020, and signed by tenant Gina Leon the same day.

1.4 Per the lease agreement, monthly rent of \$850.00 was due on the first day of the month. Rent could be paid via cash, money order and cashier's check. Complaint records show Gina Sorter (formerly Gina Leon) paid Reynolds five separate times between August 2020 and December 2020 using the Venmo App.

1 **(1) Violation:** By entering into a lease agreement with Gina Sorter (formerly Gina Leon), for  
2 412 Pearl St., Unit #2, Oregon City, and collecting rent between August 2020 and December  
3 Reynolds engaged in the management of rental real estate (as defined in ORS  
4 696.010(14)(a)(C) and (F) (2019 Edition)) and as such engaged in professional real estate  
5 activity, as defined per ORS 696.010(17)(h) (2019 Edition) without a license to do so, in  
6 violation of ORS 696.020(2) (2019 Edition), which states an individual may not engage in,  
7 carry on, advertise or purport to engage in or carry on professional real estate activity, or act in  
8 the capacity of a real estate licensee, within this state unless the individual holds an active  
9 license.

10 1.5 The second lease agreement provided with the complaint was for 4800 SE  
11 Boardman Ave, in Milwaukie Oregon. According to Clackamas County records Winter was the  
12 owner. The lease term began on November 11, 2019 and the tenant was Nicholas Warrall.  
13 The lease agreement noted Reynolds as the landlord and her contact information was  
14 included.

15 1.6 Per the lease agreement, rent was \$1,200 a month. Complaint records show  
16 Nicholas Worrall paid Reynolds fifteen separate times between November 2019 and  
17 December 2020, using the Venmo App. All payments referenced the respective month, and  
18 most noted "Rent."

19 **(2) Violation:** By entering into a lease agreement with Nicholas Worrall for 4800 SE  
20 Boardman Ave. Milwaukie, and collecting rent between November 2019 and December 2020,  
21 Reynolds engaged in management of rental real estate (as defined in ORS 696.010(14)(a)(C)  
22 and (F) (2019 Edition)) and as such engaged in professional real estate activity, as defined per  
23 ORS 696.010(17)(h) (2019 Edition) without a license to do so, in violation of ORS 696.020(2)  
24 (2019 Edition), which states an individual may not engage in, carry on, advertise or purport to  
25 engage in or carry on professional real estate activity, or act in the capacity of a real estate  
26 licensee, within this state unless the individual holds an active license.

27 1.7 Also included in the complaint documents was a picture depicting a "Residential  
28 Lease Package." Tenants named were Jessica Dent and James Larsen and the lease start  
29 date noted was June 2, 2019. Jessica Dent and James Larsen made payments to Reynolds  
30 using the Venmo App seventeen separate times between June 2019 and November 2020.

1 The payments reference rent for 7714 SE Mitchell Street. According to Multnomah County  
2 records Winter was the owner.

3 **(3) Violation:** By entering into a lease agreement with Jessica Dent and James Larsen for  
4 7714 SE Mitchell Street, and collecting rent between June 2019 and November 2020,  
5 Reynolds engaged in management of rental real estate (as defined in ORS 696.010(14)(a)(C)  
6 and (F) (2019 Edition)) and as such engaged in professional real estate activity, as defined per  
7 ORS 696.010(17)(h) (2019 Edition) without a license to do so, in violation of ORS 696.020(2)  
8 (2019 Edition), which states an individual may not engage in, carry on, advertise or purport to  
9 engage in or carry on professional real estate activity, or act in the capacity of a real estate  
10 licensee, within this state unless the individual holds an active license.

11 1.8 On June 6, 2018, Reynolds filed a Residential Eviction Complaint in Clackamas  
12 County Court relating to property located at 19903 Leland Rd. Oregon City. Reynolds and  
13 "Winter Properties" were listed as the Plaintiff (Landlord or Agent). The complaint was signed  
14 by Reynolds. Included as part of the filing was an "Oregon 30 Day Termination Notice- No  
15 Cause," which was signed and served by Winter on April 28, 2018.

16 **(4) Violation:** By filing the June 6, 2018, Residential Eviction Complaint relating to  
17 property located at 19903 Leland Rd. in Oregon City, Reynolds engaged in the management of  
18 rental real estate (as defined in ORS 696.010(14)(a)(L) (2017 Edition)), and as such engaged  
19 in professional real estate activity, as defined per ORS 696.010(17)(h) (2017 Edition), without  
20 a license to do so, in violation of ORS 696.020(2) (2017 Edition) which states an individual  
21 may not engage in, carry on, advertise or purport to engage in or carry on professional real  
22 estate activity, or act in the capacity of a real estate licensee, within this state unless the  
23 individual holds an active license.

24 1.9 According to Winter he had known Michael Reynolds (M. Reynolds), Reynold's  
25 husband, for twenty years and Reynolds for only four years. Per Winter, Reynolds knew a few  
26 renters and would let them know about his properties and Reynolds and M. Reynolds would  
27 collect the rent.

28 1.10 In her complaint response, Reynolds claimed she was an employee of Winter  
29 but never received compensation for the work Winters had her do for his properties.  
30 Reynolds claimed that when she started working for Winter she had no experience with

1 landlord/tenant issues, and worked under Winter’s direction.

2 1.11 Currently, both Reynolds and Winter have pending litigation against each other  
3 on various separate issues. On August 4, 2021, Reynolds filed a Complaint (Wage Claim)  
4 against Winter for wages due. Alleged in the complaint, was that Winter agreed to pay  
5 Reynolds an hourly rate of \$20.00, and Reynolds work was primarily to aid Winter in property  
6 management. The complaint further alleges that from June 14, 2016, through January 25,  
7 2021, Reynolds worked approximately 28 hours per week for Winter. Included with the  
8 complaint was Exhibit A, which was an agreement signed by Reynolds and Winter on June 14,  
9 2016, stating, “Autumn Reynolds is an authorized agent for all properties belonging to Joseph  
10 Winter. She has full control and ability to make decisions regarding all tenants.”

11 1.12 Winter stated he saw a copy of the agreement Reynolds submitted as part of her  
12 claim, however, he didn’t remember signing it.

13  
14 2.

15 2.1 The Agency reserves the right to investigate and pursue additional complaints  
16 that may be received in the future regarding this individual.

17 2.2 In establishing the violations alleged above, the Agency may rely on one or more  
18 of the definitions contained in ORS 696.010.

19 2.3 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a  
20 real estate license, whether by operation of law, order of the Real Estate Commissioner or  
21 decision of a court of law, or the inactive status of the license, or voluntary surrender of the  
22 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)  
23 proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to  
24 the licensee; (3) Take action against a licensee, including assessment of a civil penalty against  
25 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order  
26 suspending or revoking a license.

27 **STIPULATION & WAIVER**

28 I have read and reviewed the above findings of fact and conclusions of law which have  
29 been submitted to me by the Agency and further, the order which follows hereafter. I  
30 understand that the findings of fact, conclusions of law and this stipulation and waiver embody

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

8 I hereby agree and stipulate to the above findings of fact and conclusions of law and  
9 understand that the order which follows hereafter may be completed and signed by the Real  
10 Estate Commissioner or may be rejected by the Real Estate Commissioner. I understand that,  
11 in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in  
12 the Oregon Real Estate News Journal. I agree once the Commissioner executes this stipulated  
13 order, I will accept service of the final order by email, and hereby waive the right to challenge  
14 the validity of service.

15 ORDER

16 IT IS HEREBY ORDERED that, pursuant to ORS 696.397, Reynolds immediately cease  
17 and desist from engaging in any professional real estate activity as defined in ORS  
18 696.010(17)(a) to (n) (2019 Edition) unless Reynolds first obtains a real estate license from the  
19 Agency. The Commissioner's authority for this order is under ORS 696.397.

20 IT IS FURTHER ORDERED that, pursuant to ORS 696.990 and based upon the  
21 violation set forth above, Reynolds pay a civil penalty in the sum of \$3,500.00, said penalty to  
22 be paid to the General Fund of the State Treasury by paying the same to the Agency.  
23

24 IT IS SO STIPULATED:

IT IS SO ORDERED:

25  
26 DocuSigned by:  
27   
07934091F08A425...

28 AUTUMN MARIE REYNOLDS

29 Date 10/25/2021 | 9:18 AM PDT

DocuSigned by:  
  
D141D267DDE14A0...

STEVEN STRODE

Real Estate Commissioner

Date 11/2/2021 | 8:08 AM PDT



Date of Service: 11/02/2021