

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Escrow Agent License of )  
CHICAGO TITLE COMPANY OF OREGON ) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Chicago Title Company of Oregon (Chicago Title) 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 696.505.

**First Findings of Fact:**

1.1 At all times mentioned herein, Chicago Title was licensed as an escrow agent in Oregon.

1.2 On July 19, 2021, the Agency received a complaint from Tsion Tadesse (Tadesse) against Chicago Title. The Agency opened an investigation.

1.3 On December 9, 2020, Tadesse signed an offer to purchase 8520 SW 20<sup>th</sup> Avenue, Portland, OR (subject property). Per the agreement, \$6,000 earnest money was to be directly deposited with escrow. The agreement contained escrow instructions stating if the transaction could not be closed for any reason that escrow was to hold all earnest money deposits until they received written instructions from the buyer and seller, or a final ruling from a court or arbitrator as to the disposition of the funds.

1.4 On December 10, 2020, seller Delia Dima (Dima) did not accept the offer, and made a counteroffer.

1           1.5    On January 14, 2021, buyers Robel Tadesse and Tadesse signed a termination  
2 agreement stating they would receive the \$6,000 earnest money. Dima rejected the  
3 agreement.

4           1.6    On April 30, 2021, Chicago Title wrote letters to the buyers Robel Tadesse and  
5 Tadessee and to seller Dima, stating there was a dispute regarding disbursement of the  
6 \$6,000 earnest money. The letter stated if mutually signed instructions were not provided by  
7 May 10, 2021, the funds and escrow file would be submitted to legal counsel for the filing of an  
8 interpleader action.

9           1.7    On May 11, 2021, escrow officer Deena Bergstrom (Bergstrom) wrote a letter to  
10 C. Thomas Davis (Davis), of the Davis Law Firm, and enclosed a check dated May 11, 2021,  
11 made payable to the State of Oregon c/o Davis Law Firm, for \$6,000. The memo line of the  
12 check noted, "Send earnest money for interpleader action."

13           1.8    Davis reached out to both buyers and seller attempting to get each party to agree  
14 to each side receiving \$2,800, and \$400.00 to Davis for his services. If parties could not agree,  
15 then Davis would have to turn the funds over to the court and file suite. Dima agreed to  
16 release the escrow funds by receiving \$2,800.00 and signed the document. Robel Tadesse  
17 and Tadessee did not sign the form to release the funds.

18           1.9    On July 8, 2021, the \$6,000 check from Chicago Title was deposited into the  
19 clients' trust account of the Davis Galm Law Firm.

20           **First Statement of Law:** ORS 696.581(3) states except as provided in ORS 314.258,  
21 an escrow agent may not close an escrow or disburse any funds or property in an escrow  
22 without obtaining dated, separate escrow instructions in writing from the principals to the  
23 transaction adequate to administer and close the transaction, or in the case of disbursement,  
24 to disburse the funds and property. ORS 696.581(9) states notwithstanding any provision of  
25 this section, an escrow agent may disburse funds, property or documents deposited in an  
26 escrow in accordance with an order of a court of competent jurisdiction. Per ORS 696.585(1)  
27 any persons who violates any provision of ORS 696.505 to 696.590, or any lawful rule or final  
28 order of the Real Estate Commissioner or any final judgement made by any court upon  
29 application of the commissioner, may be required to forfeit and pay to the General Fund of the  
30 State Treasury, a civil penalty in an amount determined by the commissioner of not more than

1 \$3,000 for each offense. Each violation shall be deemed a separate offense.

2 **First Conclusion of Law:** By disbursing the \$6,000.00 earnest money to “State of  
3 Oregon, c/o Davis Law Firm” prior to obtaining a court order Chicago Title violated ORS  
4 696.581(3) and (9) (2021 Edition) and is subject to a civil penalty per ORS 696.585.

5 2.

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

8 3.

9 STIPULATION AND WAIVER

10 Chicago Title has read and reviewed this Stipulated Final Order and its Findings of  
11 Fact, Statements of Law and Conclusions of Law. Chicago Title understands that the Findings  
12 of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full  
13 and complete agreement and stipulation between the Agency and Chicago Title. Chicago Title  
14 further understands that if Chicago Title does not agree with this stipulation Chicago Title has  
15 the right to request a Hearing on this matter and to be represented by legal counsel at such a  
16 Hearing. Chicago Title also understands that any Hearing would be conducted in accordance  
17 with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice  
18 and Procedure adopted by the Attorney General of the State of Oregon.

19 Chicago Title hereby agrees and stipulates to the above Findings of Fact and  
20 Conclusions of Law and understands that the Order which follows hereafter, which Chicago  
21 Title has also read and understands, may be completed and signed by the Real Estate  
22 Commissioner or may be rejected by the Real Estate Commissioner. By signing this  
23 Stipulated Final Order, if the Order is agreed to and signed by the Real Estate Commissioner,  
24 Chicago Title has freely and voluntarily waived Chicago Title’s rights to a Hearing, to  
25 representation by legal counsel at such a Hearing, and to judicial review of this matter.  
26 Chicago Title further understands that, in accordance with the provisions of ORS 696.445(3),  
27 notice of this Order shall be published in the Oregon Real Estate News Journal.

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

4 IT IS HEREBY ORDERED that, pursuant to ORS 696.585 and based upon the  
5 violation(s) set forth above, Chicago pay a civil penalty in the sum of \$1,500.00, said penalty to  
6 be paid to the General Fund of the State Treasury by paying the same to the OREA.

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8 IT IS SO STIPULATED:

IT IS SO ORDERED:

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10 DocuSigned by:  
11 By Matthew London  
12 7C30ECEF13F04A4...  
13 Matthew London  
14 Title President, County Manager

DocuSigned by:  
Steven Strobe  
E2C2D0097AD8471...  
Steven Strobe  
Real Estate Commissioner



14 CHICAGO TITLE COMPANY OF OREGON  
15 Date 3/8/2022 | 11:43 AM PST

Date 3/17/2022 | 8:12 AM PDT

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Date of Service: 03/17/2022

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