REAL ESTATE AGENCY 1 BEFORE THE REAL ESTATE COMMISSIONER 2 3 4 In the Matter of the Escrow Agent License of 5 STIPULATED FINAL ORDER **EVERGREEN LAND TITLE CO** 6 7 8 9 10 The Oregon Real Estate Agency (Agency) and Evergreen Land Title Co do hereby 11 agree and stipulate to the following: 12 FINDINGS OF FACT 13 **AND** 14 CONCLUSIONS OF LAW 15 1. 16 1.1 At all times mentioned herein, Evergreen Land Title Co was licensed as an 17 escrow agent in Oregon. 18 1.2 On February 9, 2023, the Agency opened a case against Evergreen Land Title 19 Co (ELTC) for possible missing written instructions for finder's fees paid at closing by ELTC to 20 Mobius Development Group LLC (MDG), owned by Laura Jaap (Jaap). 21 1.3 On July 21, 2017, Miltina Scaife (Scaife), of Pro Realty, wrote an offer for MDG 22 and or assignees to purchase a property in Eugene, OR, from Shannon Cao (Cao). The offer 23 was signed by Jaap and Cao on July 21, 2017. 24 1.4 On August 2, 2017, an addendum was signed by Jaap and Cao assigning the 25 sales agreement over to a new buyer, Bright Star Partners LLC (BSP LLC). 26 1.5 On October 14, 2022, the Agency obtained the closing disbursement worksheet 27 and on October 18, 2022, obtained the signed final closing statements and certified final 28 closing statements, from Dana Hinshaw (Hinshaw), President of ELTC. The closing statements 29 and closing disbursement worksheet all show two finder's fees paid to MDG. 30 ///

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- 1.6 The written instructions for disbursements provided by Hinshaw did not address the finder's fees paid to Jaap, how the fees were calculated, or the amounts on which the finder's fees were calculated and there were no instructions addressing the terms of payment for the finder's fees.
- 1.7 On March 15, 2023, in a phone call with Agency Investigator, John Moore (Moore), Hinshaw and Ken Boyst (Boyst) of ELTC, stated that they reviewed the documents and emails for the file and did not find any specific instructions for the finder's fees paid to MDG. Hinshaw stated that sometimes the instructions are done verbally by the participants at the signing table.
- 1.8 On March 17, 2023, in a phone call with (Moore), Cami Jordan/Roche (Jordan), Escrow Officer for ELTC at the time of the transaction, stated that the agreement on the finder's fees paid to MDG were discussed, determined, and agreed to at the signing table (final closing statement signing). Jordan stated that once they agreed on the finder's fees, she inserted them into the final closing statement and reprinted the statement.
- (1) Conclusion of Law: By closing an escrow and disbursing funds in escrow without obtaining dated, separate escrow instructions in writing from the principals to the transaction, ELTC violated ORS 696.581(3) (2017 Edition) and OAR 863-050-0015 (1/1/2017 Edition).
- 1.9 All of the above demonstrates untrustworthiness or incompetence to transact the business of an escrow agent.
- (2) Conclusion of Law: Based on the foregoing, ELTC is subject to discipline under ORS 696.535(1)(b) (2021 Edition)

2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.535(1).

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- 2.2 The Agency reserves the right to investigate and pursue additional complaints that may be received in the future regarding this entity.
- 2.3 In establishing the violations alleged above, the Agency may rely on one or more of the definitions contained in ORS 696.505.

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STIPULATION AND WAIVER

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I, Evergreen Land Title Co, have read and reviewed this Stipulated Final Order and its Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and complete agreement and stipulation between the Agency and Evergreen Land Title Co. I further understand that if Evergreen Land Title Co does not agree with this stipulation Evergreen Land Title Co has the right to request a Hearing on this matter and to be represented by legal counsel at such a Hearing. I also understand that any Hearing would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. By signing this Stipulated Final Order Evergreen Land Title Co freely and voluntarily waive Evergreen Land Title Co rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

Evergreen Land Title Co hereby agrees and stipulates to the above Findings of Fact and Conclusions of Law and understand that the Order which follows hereafter, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further understand that, in accordance with the provisions of ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News Journal.

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

IT IS HEREBY ORDERED that, pursuant to ORS 696.585 and based upon the violation(s) set forth above, Evergreen Land Title Co pay a civil penalty in the sum of \$3000.00, said penalty to be paid to the General Fund of the State Treasury by paying the same to the Agency.

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1	IT IS SO STIPULATED:	IT IS SO ORDERED:	
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3	DocuSigned by:	DocuSigned by:	
4	By Evergreen land Title Co	Steve Strode	_·
5	Dana Hinshaw	Steven Strode	
6	President	Real Estate Commissioner	
7	Evergreen Land Title Co		
8			
9	Date 6/12/2023 3:27 PM PDT	Date 6/16/2023 1:11 PM PDT	
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11		DATE of service: 6/16/2023	_
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