

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
JODIE IRENE GINSBACH) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Jodie Ginsbach (Ginsbach) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Ginsbach was licensed as a real estate broker with John L. Scott-SLM.

1.2 On August 10, 2020, the Agency received a complaint from Kassandra Bruhn (Bruhn) against Ginsbach and an investigation was opened.

1.3 Bruhn represented seller David Jefferson (Jefferson) and Joyce Hamel (Hamel) in the sale of 14373 Ananonda Ln SE, Jefferson, OR 97352 (subject property). On April 18, 2020, Bruhn listed the subject property with Jefferson as attorney in fact for Hamel, his mother-in-law. The property was owned by Hamel. Jefferson had Power of Attorney for Hamel.

1.4 Ginsbach represented buyer Rachel Savran (Savran). On April 24, 2020, an offer to purchase the subject property was signed by Savran, with a purchase price of \$470,000, seller to pay up to \$8,200 in closing costs and prepaids and closing to occur no later than May 27, 2020.

1.5 On April 29, 2020, the offer to purchase was accepted and signed by Jefferson. Hamel passed away prior to the offer being signed by Jefferson. Multiple addendums were signed by the parties. Due to Hamel's death, the transaction was required to go through

1 probate court and documentation was needed for the judge for the sale to be completed, which
2 took longer than expected.

3 1.6 Ginsbach prepared a closing cost addendum with the incorrect amount for
4 buyer's closing costs of \$11,272 to be paid by seller.

5 1.7 On July 9, 2020, Ginsbach met with Savran and had her sign the addendum.
6 Ginsbach then sent the addendum signed by Savran, along with an unsigned addendum to
7 Sada Combs, the escrow agent. The unsigned addendum was included with the closing
8 documents provided to Jefferson to sign at closing and was signed by him on July 9, 2020.

9 1.8 Bruhn was not allowed to be with Jefferson at escrow when he signed the closing
10 documents due to COVID-19 pandemic restrictions. Bruhn said she never received a copy of
11 this closing cost addendum to review.

12 1.9 Bruhn first saw the addendum with the incorrect closing cost amount on July 10,
13 2020, when Sada Combs, the escrow agent sent her two copies of it, one signed by Savran
14 and one signed by Jefferson. Previously, Jefferson had agreed to \$5,000 in repair costs and
15 \$1,008 in loan lock fees documented in addendum. Jefferson had verbally stated he was
16 willing to pay for a second loan lock fee since the closing had to be delayed several times due
17 to the probate proceeding.

18 1.10 Bruhn stated she had requested the second loan lock fee information from
19 Ginsbach several times but never received it. Bruhn said she had phone conversations with
20 Ginsbach about the loan lock fees and Ginsbach always indicated she was waiting to get it
21 from the home loan lender. Per Bruhn, she kept asking for it, so she could prepare an
22 addendum with the second loan lock fee amount so the parties could sign it prior to closing.

23 1.11 Ginsbach admitted she failed to return calls or emails to Bruhn about the loan
24 lock costs because the home lender was not providing that information. Per Ginsbach, if she
25 didn't have the information someone was asking for, she would not contact them until she had
26 the information. Ginsbach said she could improve in this area.

27
28 **(1) Conclusion of Law:** By failing to return calls or emails to seller's agent Bruhn relating
29 to the loan lock information for the subject property transaction Ginsbach violated ORS
30 696.301(3) as it incorporates ORS 696.810(2)(b),(3)(a),(c) (2019 Edition)

1 1.12 Per Ginsbach, Mandi Stephens, who worked for the buyer's lender provided the wrong
2 information a few times during the transaction, and Stephens mixed up Savran's loan with
3 another loan which resulted in her providing the wrong figures. Ginsbach relied upon Stephens
4 to provide her with the right amounts for the closing costs to be paid by the seller, so she
5 accepted the \$11,272 (\$7,772 was the correct amount of closing costs to be paid by Jefferson,
6 which consisted of \$5,000 for repairs and extension locks) and prepared the addendum with
7 that amount as the seller paid closing costs.

8 1.13 Once Bruhn saw the incorrect closing cost addendum, she informed Combs and
9 Ginsbach they should hold off on funding until the seller paid closing costs issue was resolved.

10 1.14 Ginsbach admitted she did not send the addendum to Bruhn to review with
11 Jefferson prior to him signing it and knows she should have sent it to Bruhn.

12 1.15 Per Ginsbach, she felt like she was in a time crunch to get the transaction closed
13 by the July 10, 2020, closing date which contributed to her not sending the addendum to Bruhn
14 first.

15 **(2) Conclusion of Law:** By sending a closing cost addendum for the subject property with
16 a new amount of \$11,272.00, (an increase of \$3500.00) to escrow agent Combs without
17 copying or otherwise notifying Bruhn prior to closing, Ginsbach violated ORS 696.301(7) and
18 ORS 696.301(3) as it incorporates ORS 696.810(2)(a),(b) (2019 Edition).

19 1.16 On July 10, 2020, Ginsbach wrote a corrected closing cost addendum. The
20 addendum stated the seller would not be contributing \$11,272 to buyer's closing cost and
21 instead would be contributing \$7,772 towards the buyer's closing costs.

22 1.17 All of the above demonstrate incompetence or untrustworthiness in performing
23 any act for which the real estate licensee is required to hold a license and conduct that is
24 below the standard of care for the practice of professional real estate activity in Oregon.

25 **(3) Conclusion of Law:** Based on the foregoing, Licensee is subject to discipline under
26 ORS 696.301(12) and (15) (2019 Editions)

27 ///

28 ///

29 ///

30 ///

1 2.

2 2.1 The forgoing violations are grounds for discipline pursuant to ORS 696.301.

3 2.2 The Agency reserves the right to investigate and pursue additional complaints
4 that may be received in the future regarding the licensee.

5 2.3 In establishing the violations alleged above, the Agency may rely on one or more
6 of the definitions contained in ORS 696.010.

7 3.

8 STIPULATION AND WAIVER

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

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

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

29 ///

30 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ORDER

IT IS HEREBY ORDERED that Jodie Ginsbach's broker license be, and hereby is reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:
Jodie Ginsbach
F743F40F9C3B432...

JODIE IRENE GINSBACH

DocuSigned by:
Steven Strobe
E2C2D0097AD8471...

STEVEN STRODE



4/3/2023 | 6:46 PM PDT
Date _____

Real Estate Commissioner
Date 4/4/2023 | 8:51 AM PDT _____

Date of Service: 04/04/2023 _____