

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
SAMANTHA WRIGHT
STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Wright was licensed as a broker. Wright was associated with Taylor & Taylor until September 30, 2023. Wright is currently associated with Realty One Group – At the Beach.

1.2 On June 27, 2024, the Agency received a complaint from Kathryn Paterson (Paterson) against Wright. The Agency opened an investigation.

1.3 In her complaint, Paterson, identified as the seller for the Kathryn Paterson Living Trust, wrote that she attempted to sell property located at 9516 Siletz Highway, Lincoln City, Oregon, to the same buyers twice and both transactions failed. Wright was identified as the buyer's agent.

1.4 Paterson provided the Agency with the Purchase and Sale Agreement (PSA), and addenda for both transactions. In addition, Paterson provided the Buyer's Contingent Right to Purchase Addendum, and Termination Agreement.

1.5 A review of the first PSA showed Paterson signed the agreement on August 6, 2023. Earnest money was listed as \$7,000.00, and the transaction was to close at Western Title and Escrow on or before September 18, 2023.

1 1.6 A review of the Buyer's Contingent Right to Purchase Addendum showed the
2 transaction was contingent upon the sale of the buyer's property.

3 1.7 A review of the Termination Agreement showed Western Title and Escrow was
4 instructed to disburse the earnest money, in the amount of \$7,000.00, to the buyers.

5 1.8 On August 16, 2024, Agency Investigator Cidia Nañez (Nañez) interviewed
6 Wright. Wright explained that after the transaction failed, she had a conversation with
7 Paterson's broker Matthew Starck (Starck) who asked her to present another offer and said the
8 buyers could try to get financing without it being contingent on selling their home.

9 1.9 Wright provided Nañez a copy of the second PSA, signed by the same buyers for
10 the same Siletz Highway property. The buyers signed the PSA on October 19, 2023.

11 1.10 Paterson did not accept the buyer's new PSA and submitted a counteroffer on
12 October 20, 2023. The counteroffer included "Earnest Money to be non-refundable."

13 1.11 The buyers did not accept Paterson's counteroffer and submitted a Buyer's
14 Counteroffer on October 21, 2023. The Buyer's Counteroffer included "2. Earnest money shall
15 not be refundable."

16 1.12 Paterson accepted the Buyer's Counteroffer on October 22, 2023.

17 1.13 Emails provided to Nañez by Matthew Cleverly, Esq., legal counsel for Western
18 Title and Escrow show that on October 22, 2023, Wright emailed an escrow officer requesting
19 to "Please open escrow and find the Fully Executed Sales Agreement and all supporting
20 documents for 9516 Siletz Hwy Lincoln City, OR attached."

21 1.14 The Transaction Manager with Keller Williams sent an email to Wright and Starck
22 on October 23, 2023, with details pertaining to the executed offer, which included "Earnest
23 Money: \$5,000 Due: 10/25/2023 – NON-REFUNDABLE."

24 1.15 In an email exchange between Wright and the Transaction Manager, Wright
25 wrote "Just to clarify. The buyers counter offer that was accepted states that earnest money is
26 not non refundable." The Transaction Manager responded to Wright stating "On the buyer's
27 counter offer it states "EM shall not be refundable"?". Wright replied writing "...that was
28 supposed to say shall not be non-refundable. I think my computers spell check auto corrected
29 it. I will call the buyers!"
30

1 1.16 In her written response to the Agency regarding the complaint, Wright wrote,
2 “The buyer counter offer was signed and presented and the typo/computer correction was not
3 seen by any of the parties until it came to the termination of the transaction. [Starck] and
4 myself and the buyers were all under the understanding that this was refundable. This was a
5 true mistake that was overseen by all parties and misunderstanding.”

6 1.17 During the interview with Nañez on August 16, 2024, Wright explained that the
7 earnest money she wrote was a huge mistake, and that no one caught it. Wright said she felt
8 terrible for the buyers and they never intended to give up their earnest money.

9 1.18 A review of the real estate records provided by both Paterson and Wright, show
10 there was no communication found between the parties regarding the correction of the
11 counteroffer and clarifying the alleged error, except for the October 23, 2023, email between
12 Wright, the Transaction Manager, with a copy to Starck. In addition, there were no documents
13 regarding the transaction between October 23, 2023, and the close date of November 9, 2023.

14 1.19 In an interview with Nañez on August 13, 2024, Paterson said no one could tell
15 her if they were closing. Paterson said she called Western Title and Escrow the day before the
16 transaction was supposed to close, and they told her they had not heard from anyone.
17 Paterson explained that instead of cancelling the contract, the buyers let it slide and missed
18 the close date.

19 1.20 In an email to Western Title and Escrow dated November 11, 2023, the buyers
20 wrote “We had our financing package declined, and the closing date obviously has come and
21 passed. Can you advise us regarding the process needed to have our earnest money
22 returned.” The buyers were advised to reach out to their agent.

23 1.21 A Termination Agreement was signed by Paterson on November 13, 2023,
24 instructing the escrow agent to disburse the earnest money, in the amount of \$5,000.00, to the
25 seller. The Termination Agreement was not signed by the buyers.

26 1.22 In an email exchange between Wright and the buyers regarding their
27 counteroffer, dated November 20, 2023, Wright wrote “There is only ONE document and
28 envelope that was sent via DocuSign on the 10/21...” Wright continued, “What is attached, is
29 what was signed. Neither of us caught it at this time.”
30

1.23 A review of documents provided by Wright showed a Termination Agreement dated January 5, 2024, instructing the escrow agent to disburse the earnest money, in the amount of \$5,000.00, to the buyers. The agreement was not signed by Paterson.

(1) Conclusion of Law: By failing to ensure a counteroffer submitted to the seller fulfilled the buyer's direction that earnest money paid as part of the offer be refundable, as well as failing to notify the principals to the transaction when it was discovered that an incorrect counteroffer was submitted, Wright violated ORS 696.301(3) as it incorporates ORS 696.810(2)(a)(c)(3)(a)(c) 2023 Edition.

1.24 All of the above demonstrates incompetence or untrustworthiness in performing acts for which the real estate licensee is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity in Oregon.

(2) Conclusion of Law: Based on the foregoing, Wright is subject to discipline under ORS 696.301(12) and (15) (2023 Edition)

2.

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

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

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

3.

STIPULATION AND WAIVER

I, Samantha Wright, 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 me. I further understand that if I do not agree with this stipulation, I have 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, I freely and voluntarily waive my rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

I hereby agree and stipulate 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, I agree that once the Commissioner executes this Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby waive the right to challenge the validity of service.

ORDER

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

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:

Samantha Wright 

FC5F7491EB0C4F9...

SAMANTHA WRIGHT

Date 6/15/2025 | 7:49 AM PDT

Signed by:

Steve Strode

E2C2D0097AD8471...

STEVEN STRODE

Real Estate Commissioner

Date 6/17/2025 | 8:39 AM PDT

Date of Service: 6/17/2025

