

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
JENNIFER DILLARD) STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Dillard was licensed as a principal broker with Real Broker.

1.2 The Agency received a complaint from Andy O'Brien (A, O'Brien) and Julie O'Brien (O'Brien) against Dillard. The complaint included that Dillard represented the O'Briens in both the purchase and sale of their homes. The O'Briens alleged that Dillard failed to assist them through the repair process on their purchase and provided them an early occupancy addendum with no additional terms, but then learned the seller required early release of their earnest money.

1.3 In addition to representing the O'Briens, Dillard represented Cameron Curtis (C. Curtis) and Emily Curtis (E. Curtis) on the sale of their property in Hood River, Oregon.

1.4 A review of the Purchase and Sale agreement showed that the O'Briens signed as buyers for a property in Hood River, Oregon, on July 5, 2024. The Curtis's accepted the offer and signed on July 9, 2024. The closing date was set for September 2, 2024.

1.5 Included with the Purchase and Sale agreement, was Form 2.10 Buyer's Contingent Right to Purchase, which indicated that the O'Briens would need to list their home

1 within two weeks of the acceptance of the offer. The O'Briens listed their home, and an offer
2 was accepted on October 1, 2024.

3 1.6 In response to the complaint, Dillard wrote that the transaction involved dual
4 agency and that both parties signed the "Dual Agency Disclosure" and were made aware of
5 the limitations on advocacy inherent in dual representation.

6 1.7 A review of text messages provided by the O'Briens showed communication from
7 Dillard on October 4, 2024, asking if they would be open to moving into the property a few
8 days earlier rather than doing a rent back.

9 1.8 Between October 4, 2024, and October 9, 2024, Dillard exchanged text
10 messages with C. Curtis regarding an early occupancy for the O'Briens. In one text message,
11 C. Curtis responds, "...I am happy to accommodate with the proper release of funds and
12 liability."

13 1.9 Text messages show that J. O'Brien followed up with Dillard on executing the
14 early occupancy agreement on October 17, 2024, and October 21, 2024.

15 1.10 On October 22, 2024, Dillard's assistant notified the O'Briens by text message
16 that the seller would be interested in signing the early occupancy addendum but would require
17 the release of their earnest money.

18 1.11 In an interview with Agency Investigator Dylan Ray (Ray), the O'Briens explained
19 that they signed their section of the early occupancy agreement, but C. Curtis did not sign. The
20 O'Briens told Ray that Dillard had not indicated to them that the seller required release of their
21 earnest money until the October 22 text message from Dillard's assistant.

22 1.12 Dillard wrote in her response to the complaint, "My communication regarding
23 potential early occupancy was intended to explore solutions to help facilitate their transition
24 between homes. In hindsight, I acknowledge that my verbal communications may have created
25 a misunderstanding regarding the seller's final conditions for allowing early possession." Dillard
26 added that she believed the sellers were open to early occupancy, but after a solution could
27 not be made for early occupancy, she secured a rent-back agreement from the buyers of the
28 O'Brien's home and a credit from the sellers to offset that cost.

1 **(1) Conclusion of Law:** By failing to communicate timely to the buyers regarding a pre-
2 occupancy closing, Dillard violated ORS 696.301(3) as it incorporates ORS
3 696.810(2)(b)(c)(3)(a) 2023 Edition.

4 1.13 Ray asked Dillard if she had access to the Oregon Realtors real estate forms
5 2.16 Seller Occupancy Agreement and 2.17 Buyer Pre-Closing Occupancy Agreement. Ray
6 also asked if there was a reason they were not used as part of this transaction.

7 1.14 In response, Dillard provided a copy of the fully executed form 2.16 Seller
8 Occupancy Agreement, and wrote, "Yes, I did have access to these forms and my intent was
9 that once both parties agreed to the early occupancy, that I would then send the appropriate
10 form to lay out the details of the early occupancy."

11 **(2) Conclusion of Law:** By using a general addendum, instead of the form specifically
12 designated for pre-closing occupancy, Dillard violated ORS 696.301(3) as it incorporates ORS
13 696.805(3)(a) 2023 Edition. In addition, Dillard violated ORS 696.301(3) as it incorporates
14 696.810(3)(a) 2023 Edition.

15 1.15 In an interview with Ray, Dillard explained that she kept emails but was unable to
16 locate all of her text communications with the O'Briens.

17 **(3) Conclusion of Law:** By failing to maintain records of text message communication with
18 the buyers, Dillard violated ORS 696.301(3) as it incorporates ORS 696.280(1)(4)(b)(d)(5)
19 2023 Edition.

20 1.16 All of the above demonstrate conduct that is below the standard of care for the
21 practice of professional real estate activity in Oregon.

22 **(4) Conclusion of Law:** Based on the foregoing, Dillard is subject to discipline under ORS
23 696.301(15) 2023 Edition.

24
25 2.

26 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

27 2.2 The Agency reserves the right to investigate and pursue additional complaints
28 that may be received in the future regarding this licensee.

29 2.3 In establishing the violations alleged above, the Agency may rely on one or more
30 of the definitions contained in ORS 696.010.

3.

STIPULATION AND WAIVER

I, Jennifer Dillard, have read and reviewed this Stipulated Final Order and its Findings of Fact 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.

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ORDER

IT IS HEREBY ORDERED that Jennifer Dillard’s principal broker license be reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:



DocuSigned by:
Jennifer Dillard
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JENNIFER DILLARD

Signed by:
Steve Strode
E2C2D0097AD8471...
STEVEN STRODE

Date 3/10/2026 | 3:05 PM PDT

Date 3/13/2026 | 9:18 AM PDT

Date of Service: 3/13/2026