

BEFORE THE REAL ESTATE AGENCY  
STATE OF OREGON

IN THE MATTER OF:	)	<b>FINAL ORDER</b>
	)	
<b>CLAIRE DIANE PARIS</b>	)	OAH Case No. 2024-ABC-06710
	)	Agency Case No. 2023-483

This matter came before the Real Estate Agency to consider the Proposed Order issued by Senior Administrative Law Judge (ALJ) Dove L. Gutman on December 24, 2025. The Proposed Order advised Ms. Paris of her right to file exceptions to the proposed order. Ms. Paris did not file exceptions to the proposed order within twenty (20) days of the issuance of the proposed order. The time to file exceptions to the Proposed Order has lapsed with no exceptions filed.

Based on the foregoing and as explained below, the Agency enters the following Final Order suspending Paris’s real estate principal broker license for 30 days.

**HISTORY OF THE CASE**

On August 15, 2024, the Oregon Real Estate Agency (REA or the Agency) issued a Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Notice of Intent to Suspend) to Claire Diane Paris (Licensee). On September 3, 2024, Licensee requested a hearing.

On September 30, 2024, the Agency referred the hearing request to the Office of Administrative Hearings (OAH). Senior Administrative Law Judge (ALJ) Dove L. Gutman was assigned to preside at hearing.

On November 14, 2024, ALJ Gutman held a prehearing telephone conference. Attorney Kevin Harker represented Licensee, who appeared. Senior Assistant Attorney General Raul Ramirez represented the Agency. Jack Brady appeared on behalf of the Agency. During the prehearing conference, ALJ Gutman scheduled the hearing for February 20, 2025, and set a deadline for the submission of witness lists and exhibits.

On January 30, 2025, the Agency issued an Amended Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Amended Notice of Intent to Suspend) to Licensee. On February 19, 2025, the Agency issued a Second Amended Notice of Intent to Suspend License No. 200309285 Notice of Opportunity for Hearing (Second Amended Notice of Intent to Suspend) to Licensee.

On February 20, 2025, a hearing was convened in Salem, Oregon. ALJ Gutman presided. Mr. Harker represented Licensee, who appeared. Mr. Ramirez represented the Agency. Meghan Lewis appeared on behalf of the Agency. Following the evidentiary rulings, Licensee requested postponement of the hearing to address matters set forth in the Second Amended Notice of Intent to Suspend. Because the Agency had no objection, ALJ Gutman

granted the request and postponed the hearing.

On September 23, 2025, the hearing continued in Salem, Oregon. ALJ Gutman presided. Mr. Harker represented Licensee, who appeared. Mr. Ramirez represented the Agency. Ms. Lewis appeared on behalf of the Agency. The following individuals testified: Licensee, Ginger Jean Burke, Rebecca Lee, Tamera Pelo, Ms. Lewis, and Scott Taylor. The record closed at the conclusion of the hearing.

## **ISSUES**

1. Whether Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).
2. Whether Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).
3. Whether Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).
4. If one or more of the alleged violations are proven, whether Licensee's principal broker license, license number 200309285, should be suspended for a period of 30 days. ORS 696.301(1), (3), (12), and (15) (2023 Edition); ORS 696.396(2)(c)(B), 2(c)(C), and (2)(c)(D) (2023 Edition); OAR 863-027-0020(1), and (2) (2023 Edition).

## **EVIDENTIARY RULINGS**

On February 20, 2025, the first day of hearing, the Agency's Exhibits A1 through A28 were admitted into evidence without objection. Licensee's Exhibits R1 and R2 were excluded from evidence on the basis of relevance. On September 23, 2025, Licensee's Exhibits R3 and R4 were admitted into evidence without objection. Licensee's Exhibit R5 was admitted into evidence over the Agency's objection of timeliness.

## **FINDINGS OF FACT**

### *Background - Paris*

1. Claire D. Paris (Licensee) is licensed with the Agency as a principal broker, license number 200309285. Licensee's current license is scheduled to expire on January 31, 2026. Licensee has been licensed as a principal broker for approximately seven years. Prior to being licensed as a principal broker, Licensee was licensed as a broker with the Agency. At all relevant times herein, Licensee was licensed as a principal broker with the Agency. (Test. of Licensee; Exs. A5 at 1, A6 at 1.)
2. Licensee's principal broker license is associated with Paris Group Realty, RBN 200408228, located at 5214 N. Maryland Avenue, in Portland, Oregon. Licensee owns and is one of three principal brokers at Paris Group Realty. (Test. of Licensee, Lewis; Exs. A5 at 1, A6 at 1.)
3. Licensee's email address is [claire@parisgrouprealty.com](mailto:claire@parisgrouprealty.com). Licensee's email address can be accessed via computer or mobile phone. Licensee's mobile phone number is 503-998-

4878. (Test. of Licensee; Exs. A9 at 1, A10 at 1-2, A13 at 1.)

4. Paris Group Realty handles 200 to 250 real estate transactions each year. Licensee personally handles approximately 100 real estate transactions each year. Licensee currently supervises eight brokers. In April 2023, Licensee supervised seven to ten brokers. (Test. of Licensee.)

5. Licensee has a bachelor's degree from Willamette University. (Test. of Licensee.) Licensee is a member of the Portland Metropolitan Association of Realtors (PMAR). PMAR is a local member association of the National Association of Realtors (NAR). PMAR members must adhere to the NAR Code of Ethics, which are the standards of care for the practice of professional real estate activity in Oregon as established by PMAR. (Test. of Burke; Ex. A26.)

#### *Background - Burke*

6. Ginger Jean Burke is licensed with the Agency as a principal broker, license number 201209865. Ms. Burke's current license is scheduled to expire on December 31, 2025. Ms. Burke has been licensed as a principal broker since 2018. At all relevant times herein, Ms. Burke was licensed as a principal broker with the Agency. (Test. of Burke; Exs. A3 at 1, A4 at 1.)

7. Ms. Burke's principal broker license is associated with Cascade Hasson Sotheby's International Realty (Cascade Hasson SIR), RBN 201249240, located at 15400 Boones Ferry Road, Lake Oswego, Oregon. Ms. Burke is the Vice President of Risk Management and Managing Principal Broker at Cascade Hasson SIR. (Test. of Burke; Exs. A2 at 1, A3 at 1, A4 at 1.)

8. Ms. Burke's email address is ginger.burke@cascadehasson.com. Ms. Burke's phone number is 503-706-8307. Ms. Burke supervises 30 brokers at her office and provides advice to over 400 brokers associated with Cascade Hasson SIR at various locations. (Test. of Burke; Exs. A2 at 1, A12 at 1.)

9. Ms. Burke has a bachelor's degree from Willamette University and a Juris Doctor (JD) degree from Willamette Law School. Ms. Burke is a licensed attorney with the Oregon State Bar. Ms. Burke is the Acting Chair of the Professional Standards Committee with PMAR. (Test. of Burke.)

#### *Background - Pelo*

10. Tami Pelo is licensed with the Agency as a broker, license number 201216151. Ms. Pelo's current license is scheduled to expire on February 28, 2026. At all relevant times herein, Ms. Pelo was licensed as a broker with the Agency. (Test. of Pelo; Exs. A7 at 1, A8 at 1.)

11. Ms. Pelo works as a broker at Cascade Hasson SIR, located at 15400 Boones Ferry Road, Lake Oswego, Oregon. Ms. Pelo's email address is tami.pelo@cascadehassonsir.com. Ms. Pelo's phone number is 503-307-9184. Ms. Pelo is Ms. Burke's sister. Ms. Pelo periodically works with Ms. Burke on real estate transactions. (Test. of Pelo; Ex. A10 at 1.)

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*Conduct at issue*

12. On March 20, 2023, Licensee entered into a Regional Multiple Listing Service (RMLS) Oregon Exclusive Right to Sell - Listing Contract (Listing Contract) with Paul and Amber Warlick (PW and AW or sellers) for the exclusive right to sell their residential property located at 6950 N. Delaware Avenue in Portland, Oregon (the property). (Ex. A25.) In the Listing Contract, sellers agreed to pay a brokerage fee in the amount equal to five percent of the selling price. (*Id.* at 1.) Licensee subsequently listed the property in the RMLS for the list price of \$725,000. (*Id.*)

13. On April 20, 2023, Lisa Field, a broker at Cascade Hasson SIR, showed Hana Hutchings (HH or the buyer) the property. (Test. of Burke; Ex. A2 at 8.)

14. On April 21, 2023, Ms. Burke and Ms. Pelo substituted as brokers for HH when Ms. Field became unavailable. (Test. of Burke; Ex. A2 at 8.)

15. On April 21, 2023, at approximately 12:00 pm, Ms. Burke showed HH the property. (Exs. A2 at 8.) At approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer, which included the following in part:

- Purchase price of \$740,000;
- Deposit of earnest money in the sum of \$25,000;
- Additional deposit before closing in the sum of \$455,000;
- Appraisal contingency waived; and
- Closing to occur on or before May 15, 2023[.]

(Test. of Burke; Exs. A2 at 8, A9 at 1-13.) In the addendum, the buyer added a kicker clause, which included the following:

- In the event the Effective Date is on or before 12:00 pm (noon) Saturday April 22, 2023, purchase price shall be \$760,000 and \$5,000 earnest money shall be non-refundable (except in the event of Seller's non-performance) and released to Seller immediately.
- Buyer shall not request repair of or credit for any individual repairs costing less than \$10,000 to remedy.

(Test. of Burke; Ex. A9 at 13.)

16. On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. (Ex. A12 at 1.)

17. On April 22, 2023, at 8:33 am, Licensee emailed the offer to the sellers. In the email, Licensee asked the sellers if they had a moment to chat. (Ex. A24 at 2.) At 9:20 am, Licensee texted the sellers, "We've called every agent that's shown the property to see if anyone else is interested in writing an offer." (Ex. A22 at 3.) At 9:25 am, AW texted Licensee, "Claire can we call you in about 10 minutes? We have some questions for ya [*sic*]." (*Id.*)

18. On April 22, 2023, at 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler already underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request. (Test. of Burke; Exs. A2 at 8, A12 at 1.)

19. On April 22, 2023, at or around 10:50 am, Rebecca Lee, a broker with Keller Williams Sunset Corridor, on behalf of her clients Karl Hamilton and Emma Bryan (KH and EB) electronically submitted to Licensee her clients' signed residential real estate sale agreement offer for the property, which included:

- Purchase price of \$755,000
- Deposit of earnest money in the sum of \$7,550
- Additional deposit before closing in the sum of \$280,000; and
- Closing to occur on or before May 22, 2023[.]

(Ex. A17.) KH and EB included an offer deadline of April 23, 2023, at 12:00 pm. (*Id.* at 12.)

20. On April 22, 2023, at 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer. At 11:43 am, Ms. Burke called HH and reported that acceptance of her offer was expected. At 11:58 am, Ms. Burke texted Licensee and requested that she copy Ms. Pelo with the sellers' acceptance. (Test. of Burke; Exs. A2 at 8, A12 at 1.)

21. On April 22, 2023, at 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which included:

- Sales price to be \$770,000; and
- Seller to replace boiler prior to close with the make and model specified in the provided estimate.

(Ex. A9 at 14.)

22. On April 22, 2023, at 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do. At 1:16 pm, Ms. Burke called Ms. Pelo to advise about the competing offer. At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so she and Ms. Pelo could present it to HH along with the sellers' counteroffer. (Test. of Burke; Exs. A2 at 8, A12 at 1-2, A27 at 4.)

23. On April 22, 2023, at 1:50 pm, Stephanie Fox with Neighbors Realty, texted Licensee about the property, asking in part, "Anything you can tell me about the offer you got?"

Was it one? Over list? (Ex. R3 at 3.) Licensee texted back, “We’ve got two offers in<sup>1</sup> – are you gonna [*sic*] write?” (*Id.*)

24. At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients’ offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property. (Exs. A1 at 8, A16 at 1.)

25. On April 22, 2023, at 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers’ counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers’ counteroffer and agreed to wait until Ms. Burke received proof of the competing offer. At or around 2:10 pm, Ms. Buke texted Licensee that the sellers’ counteroffer was signed and they were just waiting on proof of the competing offer. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers’ counteroffer without proof of the competing offer. (Test. of Burke; Exs. A2 at 8, A9 at 14, A12 at 1-2, A27 at 4.)

26. On April 22, 2023, at 2:28 pm, Ms. Pelo emailed Licensee the sellers’ counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke’s request. (Test. of Burke; Exs. A2 at 8, A9 at 14.)

27. On April 22, 2023, at 2:31 pm, Licensee texted the sellers, “They just sent it back signed...” (Ex. A22 at 4.)

28. On April 22, 2023, at 6:19 pm, Ms. Burke texted Licensee, “Just confirming your receipt of the counter offer [*sic*] on Delaware and that you can forward the competing offer. Please advise. Thank you.” (Ex. A2 at 9.)

29. On April 22, 2023, at 6:44 pm, AW texted Licensee, “Will there still be an open house tomorrow?” (Ex. A22 at 4.) At 8:10 pm, Licensee texted AW, “Yup! Want to get another back up offer.” (*Id.* at 5.)

30. On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, “[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [*sic*].” (Ex. A2 at 9.) At 12:18 pm, Licensee texted Ms. Burke, “[W]ill have it to you this afternoon.” (*Id.*)

31. On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee’s transaction coordinator, and stated, “Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3<sup>rd</sup> request.” (Ex. A2 at 9.) At 10:32 am, Licensee emailed Ms. Pelo, and stated, “I’m working on it! I will have it to you by the end of the day.” (*Id.*)

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<sup>1</sup> More likely than not, the two offers that had been submitted on the property at that time were from HH and Ms. Lee’s clients. (See Exs. A9 at 1-13, A17.)

32. On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer and copied Kati Rodgers on the email. (Ex. A10 at 1; test. of Burke, Pelo.) In the body of the email, Licensee wrote, “Tami and Ginger- I’m sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have.” (Ex. A10 at 2.) The email was sent from [claire@parisgrouprealty.com](mailto:claire@parisgrouprealty.com), Licensee’s email address, and it contained Licensee’s signature block for Paris Group Realty, LLC. (*Id.* at 1, 2.)

33. Ms. Burke and Ms. Pelo subsequently reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact the buyers’ broker on the redacted offer, Rebecca Lee with Keller Williams Sunset Corridor, to determine if the redacted offer was legitimate.<sup>2</sup> (Test. of Burke, Pelo; Exs. A11 at 1, A27 at 4.)

34. On April 25, 2023, at 12:18 pm, Licensee met with videographer Jonathan Boone to film a neighborhood tour video in downtown Beaverton, Oregon. (Ex. R5.)

35. On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client’s initials. (Test. of Pelo, Burke, Lee; Exs. A2 at 9, A17, A18, A27 at 4-5, 6.)

36. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee’s clients’ original offer for the property in order to entice HH to agree to pay \$770,000 for the property. (Test. of Burke.)

37. On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client’s initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them. (Test. of Burke; Exs. A2 at 9, A15 at 18-19, A27 at 5.)

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<sup>2</sup> Ms. Burke and Ms. Pelo decided to wait until their client got through the contingencies involved in the sale of the property before contacting Ms. Lee and causing any friction with Licensee. (Test. of Burke.)

38. Following the conference call, on May 4, 2023, at 5:54 pm, Ms. Burke sent an email to Licensee, summarizing the events that had taken place, and stating the following:

Claire,

Thank you for taking our call at 1:13 pm today. I realize this is a very tough situation. I want to be clear about how it looks. To summarize:

- Friday April 21, 2023, at 6:06 pm [HH] submitted an offer to purchase 6950 N Delaware for \$760,000, provided the offer was accepted by your clients prior to 12:00 pm Saturday April 22nd. The offer stated [HH] would not request repair of or credit for any condition costing less than \$10,000 to remedy.
- Saturday April 22nd at 8:31 am you confirmed receipt and stated you would present the offer to your clients.
- 10:46 am you called me to ask whether [HH] would be willing to pay for replacement of the boiler already underway at your clients' expense (\$8988). [HH] declined. You stated your clients would still accept her offer.
- Shortly thereafter, you called stating another offer had been submitted at \$770,000 and if [HH] would increase her offer to \$770,000 her offer would be accepted. I requested a redacted copy of the competing offer to present to [HH]. You agreed to provide it. You did not. I called multiple times. You did not answer your phone. I texted you requesting the competing offer. You did not respond.
- Concerned that a third offer may be submitted, [HH] signed the Seller Counter Offer [*sic*] with a purchase price of \$770,000 without any verification or proof of the competing offer.
- Despite numerous additional requests for the competing offer, it wasn't until 11:49 am Tuesday April 25th that you provided the redacted offer, stating the delay was caused by Adobe issues and problems scanning.
- We have confirmed with Rebecca Lee, the buyer's broker, that she submitted the attached redacted offer on its original terms but not as amended. She did not give anyone permission to amend the purchase price and initial with her clients' initials.
- [HH's] initial offer of \$760,000 was raised to \$770,000 as a direct result of your assertion your clients had received another offer at \$770,000.

Equity and fairness mandate that [HH's] net cost for this property be reduced by the additional \$10,000 you enticed her to pay. This can be accomplished if you reduce your commission by \$10,000



and have your clients credit [HH] an additional \$10,000 for a total credit of \$15,000. An addendum to that affect [sic] \* \* \* is attached. If you have another suggestion, we are open to discussion. However, we need to finalize the paperwork by 5:00 pm Monday May 8<sup>th</sup> so [HH's] lender may prepare accurate closing documents and our May 15<sup>th</sup> closing date will not be delayed.

We're very sorry it's come to this, but it's imperative that [HH] not suffer because of it. Correcting your wrong at this opportunity will potentially benefit you moving forward.

(Ex. A12 at 1-2; test. of Burke.)

39. On May 4, 2023, at approximately 7:00 pm, Licensee called Ms. Burke at her home. Regarding the redacted order, Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer. Licensee also told Ms. Burke that she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question. Regarding making things right with the buyer, Licensee proposed writing a check to the buyer in the amount of \$10,000 after closing. Ms. Burke told Licensee that she could not do that because it would amount to lender fraud. (Test. of Burke; Exs. A2 at 9, A13 at 2.)

40. On May 5, 2023, at 1:41 pm, Ms. Burke sent an email to Licensee, confirming the conversation from the previous evening, and stating the following:

Claire,

Thank you for your call last evening. I am glad you're willing to make things right with [HH]. Unfortunately, your proposal of contributing \$10,000 to a new roof outside of the transaction would violate ORS 696.290 (prohibiting sharing commission with a non-licensee) and would potentially risk [HH's] financing as it would be cash coming back to her as part of this purchase that is not disclosed to the lender. The proper way to handle it is to reduce your commission and have your clients credit the \$10,000 toward closing costs and prepaid expenses. You might also consider excluding the commission that would be owed on that \$10,000 from your clients' commission obligation, but that is between you and your clients. I understand why you don't want to involve your clients, but if this was an honest mistake your clients will likely understand. They won't be harmed by the proposed solution – the net to them will remain the same.

When we spoke last night you told me your ghost-writer employee

redacted and sent the wrong offer. I asked if there is another offer at \$770,000 and your confirmed there is. I asked if you'd be willing to send that offer. You didn't answer that question.

If there is another offer at \$770,000 that is the competing offer that should have been sent, please provide it. It will go a long way in helping me understand what went wrong.

(Ex. A13 at 2; test. of Burke.)

41. On May 5, 2023, at 4:01 pm, Licensee notified Ms. Burke that she had received her email and would consult with the sellers. (Exs. A2 at 9, A27 at 5.) Licensee subsequently told the sellers that Ms. Burke was upset and believed that Licensee had misrepresented what was on the table. Licensee told the sellers that she was willing to discount her commission by \$10,000 and pass that amount on as a closing cost credit to the buyer of the property. (Ex. A1 at 10.)

42. On May 8, 2023, Licensee signed a Notice of Real Estate Compensation, reducing her commission from the sale of the property by \$10,000. (Ex. A23 at 1; *see also* Exs. A1 at 10, A9 at 15.)

43. On May 8, 2023, Licensee emailed Ms. Burke the sellers' signed Addendum to Real Estate Sale Agreement, which stated: "Seller shall contribute an additional \$10,000 to Buyer's closing costs and prepaid expenses, for a total contribution of \$15,000."<sup>3</sup> (Ex. A9 at 15; *see also* Exs. A1 at 7, A2 at 10.)

44. On or about May 15, 2023, the buyer and the sellers closed on the property. (Ex. A15 at 43.)

45. Licensee never produced a written competing offer in the amount of \$770,000 for the property. Licensee never explained why the redacted offer had been fraudulently altered. (Test. of Burke; Ex. A15 at 25, 26, 28, 29.)

*Real estate activity transaction information / industry standards*

46. Verbal offers in real estate transactions are not enforceable. (Test. of Burke.)

47. When modifying an original offer in a real estate transaction, the industry standard is to submit an addendum that sets forth the new or modified offer or to submit a counteroffer. (Test. of Burke.)

48. Principal brokers are responsible for what their unlicensed assistants do on their behalf regarding real estate activity. (Test. of Burke.)

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<sup>3</sup> If Ms. Burke and Ms. Pelo had not pursued proof of the nonexistent competing offer of \$770,000, the buyer would have paid \$10,000 more than she should have for the property, and the sellers would have paid commission on that additional \$10,000 dollars. (Test. of Burke; Exs. A9 at 15, A15 at 20-23, A23.)

49. Real estate brokers are required to act honestly and in good faith. (Test. of Burke, Pelo.)

*The complaint and investigation*

50. On August 10, 2023, Ms. Burke filed a complaint against Licensee with the Agency and with PMAR, alleging that Licensee had been dishonest and had committed fraud in a real estate transaction involving the property. (Exs. A2, A27.) More specifically, Ms. Burke alleged:

Claire Paris violated the NAR Code of Ethics, Article I, obligation to ‘treat all parties honestly’ on four separate occasions by (1) verbally misrepresenting to Ginger Burke that Seller was in receipt of a competing offer at a purchase price of \$770,000, (2) verbally misrepresenting to Rebecca Lee that Seller was in receipt of a competing offer at a purchase price of \$770,000, (3) fraudulently altering the offer submitted by Rebecca Lee to reflect a purchase price of \$770,000, (4) in the conversation with Burke on May 5, insisting there was a second competing offer at \$770,000, that she employed a ‘ghost writer’ who mistakenly redacted the wrong offer and that she had since fired the ghost writer.

(Exs. A2 at 4, A27 at 4.)

51. On August 24, 2023, Licensee filed a response to the complaint with the Agency, denying that she had acted fraudulently or dishonestly in the real estate transaction involving the property, and stating:

The following is my response to the complaint submitted by Ginger Burke and agents at her firm. The transaction involved a residential property located at 6950 N. Delaware Ave, Portland, OR (“Delaware”).

Complainants accuse me of four separate violations. Three of the accusations allege verbal misrepresentations about competing offers. The last accusation is that I fraudulently altered a document.

Delaware was requested to be shown and/or was shown 14 times between 4/20-4/28. I fielded approximately 344 calls between that same time period. Clearly not all of these calls were related to Delaware, but it does give a sense of the scope of the number of calls I was fielding.

Because I was fielding so many phone calls, I was telling agents that the sellers had received offers, and that any offer would have to be over \$770K to be competitive. I recall conversations with agents suggesting that they had clients willing to pay \$770K. There

were several more agents saying they were going to write offers, but I was not actively following up for more offers, as those offers would be placed in a backup position at that point. I was honestly under the impression that a written offer for \$770k would be forthcoming.

The buyer's agent requested documentation of the other offers. I was under no obligation to provide that documentation and was extremely busy at the time. Ultimately, the buyer signed the purchase agreement on April 21, and the transaction moved forward. After the agreement was signed, the buyer's agent continued to request documentation of the other offers. At that point, I did not think it mattered because the buyer had agreed to proceed.

Nevertheless, at 11:47 am on April 25, the document at issue was scanned using the scanner at my office. The scanned document was then emailed two minutes later, at 11:49 am. But, I do not recall sending the email. I also do not recall redacting the document, nor scanning the document. In fact, I was not at my office at that time on April 25. I was at an appointment in Beaverton, OR. There are video records of me at the appointment in Beaverton at that time.

During the relevant time period, I had an unlicensed assistant. My assistant had full access to my computer, email, and files. It was routine for my assistant to send certain emails using my email account. The most plausible explanation is that my assistant, in an attempt to help out and provide documentation to the buyer's agent, prepared, scanned and sent the document. It is also possible that my assistant scanned the document to me, and I simply forwarded the document without reviewing the document. But I know with certainty that I had no intention of misleading anyone.

I recognize that I may have made an error in judgment. I realize that I should review any attachment before sending, and I realize that I should provide more oversight and supervision of my assistants. The accusations that I acted fraudulently or dishonestly toward the buyer's agent are hurtful and not true.

(Ex. A14 at 1.)

52. On September 6, 2023, the Agency opened an investigation and assigned Agency Investigator John Moore to investigate the matter. (Ex. A1 at 2.)

53. On March 8, 2024, Mr. Moore interviewed Ms. Lee. (Ex. A16.) During the

interview, Ms. Lee stated that she submitted her clients' offer of \$755,000 for the property. Ms. Lee stated that Licensee later contacted her and said that she had several offers and mentioned the amount of \$770,000. Ms. Lee stated that she talked to her clients about making an offer of \$770,000. Ms. Lee stated that her clients said they would not and could not make an offer of \$770,000. Ms. Lee stated that her clients were pre-qualified for \$755,000 and would not have qualified for a loan in the amount of \$770,000. Ms. Lee stated that she called Licensee and told her that her clients could not offer \$770,000 for the property. Ms. Lee stated that Licensee said she would get back to her, but she never heard back from Licensee. Ms. Lee stated that she did not submit a second offer in the amount of \$770,000. Ms. Lee stated that if she had submitted a second offer, she would have submitted it electronically. Ms. Lee stated that she was made aware of the manually altered offer document by Ms. Burke and Ms. Pelo. Ms. Lee stated that she did not submit a manually altered offer for \$770,000. (Exs. A1 at 8, A16 at 1.)

54. On March 11, 2024, Mr. Moore interviewed Licensee. (Ex. A19.) During the interview, when Mr. Moore asked Licensee if she ever got another offer of \$770,000, Licensee stated that she had conversations with two agents that said they were going to write at that level, but she ultimately never received the written offers. (*Id.* at 3.) When Mr. Moore asked Licensee if she ever found out who had manually altered the redacted offer, Licensee stated, "No, I did not." (*Id.* at 4.) When Mr. Moore asked Licensee if it was possible her assistant manually altered the redacted offer, Licensee stated that it was possible but when she asked her assistant about it, her assistant did not recall doing that. (*Id.*) When Mr. Moore asked Licensee if she had discussed with her assistant sending out the redacted offer to Burke, Licensee stated that she had asked her assistant "to find the paperwork that the other offers, that that were at [\$]770[,000] and send that to Ginger." (*Id.* at 5.) Licensee also stated that she never told her assistant to alter an offer. (*Id.*) When Mr. Moore asked Licensee if her assistant emailed the redacted offer to Burke or if Licensee had got it and sent it on to Burke, Licensee said, "That's so that's that is the real question, John, that we're not sure." (*Id.* at 6.) When Mr. Moore asked Licensee if it was possible that she received the redacted offer in her email, did not look at it, and then forwarded it via email to Ms. Burke, Licensee said, "Yeah." (*Id.* at 7-8.) Licensee then said, "It wasn't me because I was in a filming at that moment in time when it was emailed \* \* \*." (*Id.* at 8.)

### *The PMAR hearing and resulting discipline*

55. On December 7, 2023, a hearing was held before the PMAR Hearing Panel (the Panel) in the matter of Burke, Pelo and Lee, Complainant(s) versus Paris, Respondent. (Ex. A26 at 4-7.) During the hearing, Licensee testified that she did not personally send the altered document, that it was her assistant that carried out the task. Licensee also testified that she instructed her assistant to send the offer of \$770,000 to Ms. Burke. (*Id.* at 4.)

56. On December 7, 2023, following the hearing, the Panel issued a decision, finding that Licensee had violated Articles 1,<sup>4</sup> 2,<sup>5</sup> and 12<sup>6</sup> of the NAR Code of Ethics. (Ex. A26 at 4.)

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<sup>4</sup> Article 1 states, "When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS remain obligated to treat all parties honestly." (Ex. A26 at 4; emphasis in original.)

The Panel found Licensee violated Article 1 by knowingly conveying the existence of a non-existent competing offer at \$770,000 and failing to honestly communicate to [Burke] that the modified offer was deceptive and fabricated. (*Id.* at 4-5.) The Panel found Licensee in violation of Article 2 for failing to avoid exaggeration and misrepresentation of facts by not disclosing the absence of an actual offer at \$770,000. The Panel found that, “[t]his omission had the potential to cause the buyer to pay more for the property than necessary.” (*Id.* at 5.) The Panel also found Licensee in violation of Article 12 for engaging in dishonest or untruthful communication with [Burke]. The Panel found that, “[d]espite the email appearing to originate from the [Licensee’s] email address with [Licensee’s] email signature and the attached modified price on the competing offer at \$770,000, the [Licensee] denied sending it. If the assistant was responsible for the modified offer and the delivery of such, the [Licensee] failed to ensure proper identification as the assistant identified themselves as the [Licensee] in the email.” (*Id.*) The Panel concluded that the [Licensee’s] communication was intended to deceive, as evidenced by the content of the email, the altered offer, and the testimonies of [Burke] and [Lee]. (*Id.*) The Panel recommended that Licensee be disciplined as follows: Pay a fine in the amount of \$2,000; receive a Letter of Reprimand; and be required to complete the NAR Ethics training course within 60 days of ratification by the PMAR Board of Directors and notify PMAR upon completion by a copy of the CE Certificate. (*Id.*) The Panel also assessed a processing fee in the amount of \$300 against Respondent for being found in violation of the Code of Ethics. (*Id.*)

57. On February 7, 2024, the PMAR Board of Directors adopted the PMAR Hearing Panel’s decision verbatim. (Ex. A26 at 3.)

58. On March 11, 2024, Diana Colin, PMAR’s Professional Standards Administrator notified the Agency of PMAR’s decision and the course of action it had taken against Licensee. (Ex. A26 at 1-7.)

*Seller’s declaration*

59. On September 16, 2025, AW signed a declaration that stated, in part:

2. I am the former owner (along with my husband) of 6950 N Delaware Ave, Portland, Oregon (“Property”). I sold the Property in 2023.

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<sup>5</sup> Article 2 states, “REALTORS shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law.” (Ex. A26 at 4; emphasis in original.)

<sup>6</sup> Article 12 states, “REALTORS shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional.” (Ex. A26 at 4; emphasis in original.)

3. Claire Paris was my real estate agent during the transaction. Paris listed the Property for sale, handled the paperwork and addendums, and represented my interests during the entire transaction.

\* \* \* \* \*

6. I understand that the buyer's agent of the Property has filed a complaint with the Oregon Real Estate Agency against Paris. I have not read or reviewed any of the allegations or the complaint.

7. To the extent the complaint alleges any violations of any duties owed by Paris to me or my husband, those allegations are meritless.

8. During the entire course of the transaction, Paris:

- a. acted honestly toward me and in good faith;
- b. disclosed any material issues to me;
- c. exercised reasonable care and diligence; and
- d. was loyal to me and my interests.

(Ex. R4.)

*Licensee's previous discipline with the Agency*

60. In July 2018, Licensee entered into a listing agreement with Tim and Jan Sharrock (sellers) for their property located at 3510 NE 19<sup>th</sup> Ave. in Portland, Oregon (subject property). On the signed listing agreement, "FOR-AIR" was listed as the heat source, and "GAS" was filled in for fuel. On July 15, 2018, Licensee received the Seller's Property Disclosure, which indicated that there was an underground storage tank. After reviewing the report, Licensee did not seek additional information from the sellers regarding the underground oil tank. On July 20, 2018, broker Dana Cody submitted an offer on behalf of her buyers, Tanja Diers and Noel Hendrickson (Diers and Hendrickson). On July 27, 2018, broker Katie Spurlock submitted an offer on behalf of her buyers, Caren and John Raisin (Raisins). On July 31, 2018, the sellers accepted the Raisins' offer. During the inspection on August 3, 2018, the inspector pointed out the oil line leading to the furnace, indicating the furnace was oil and not gas. That afternoon broker Spurlock sent an email to Licensee relaying the furnace was oil with a tank buried under the foundation. On August 6, 2018, the Raisins terminated the transaction. On August 6, 2018, the subject property was under contract with Diers and Hendrickson. Licensee notified broker Cody regarding the underground oil tank but did not mention the oil furnace or the conflicting information regarding it being oil instead of gas. On August 13, 2018, Diers and Hendrickson had their home inspection and were shocked to learn that the home had an oil furnace and that the underground oil tank was active. The buyer's repair addendum requested that the oil tank be decommissioned and the oil furnace be replaced with gas. The sellers agreed to decommission the oil tank and lower the price. (Ex. A28 at 1-3.)

61. On February 25, 2020, the Agency issued a stipulated order signed by Licensee, in which Licensee was reprimanded for engaging in the following violations regarding the subject property:

1) Violation: By failing to seek additional information after reviewing the Seller's Property Disclosure statement which indicated an underground storage tank, Paris violated ORS 696.301(3) as it incorporates ORS 696.805(3)(a) (2017 Edition) which states a seller's agent owes the seller involved in a real estate transaction the following affirmative duties: (a) to exercise reasonable care and diligence.

\* \* \* \* \*

2) Violation: By failing to notify the second buyers, Diers and Hendrickson, or their broker, of the active oil furnace or that there was conflicting information regarding the type of furnace, Paris violated ORS 696.301(3) as it incorporates ORS 696.805(2)(c) (2017 Edition) which states a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the following affirmative duties: (c) to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party. Additionally, Paris demonstrated incompetence or untrustworthiness in violation of ORS 696.301(12) (2017 Edition) which states a licensee's real estate license may be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

(Ex. A28 at 1-4.)

*Agency's historical discipline involving altered documents*

62. Historically, the Agency has sought and/or imposed revocation of licensure when it found that a Licensee had altered a document.<sup>7</sup> (Test. of Lewis.)

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<sup>7</sup> During the hearing, the Agency presented evidence of two prior cases involving Licensees that altered documents: 1) In the matter of Lisa Jacobson, and 2) In the matter of John Curis Paz. (Hearing record.) Regarding the case involving Lisa Jacobson, the Agency found that Ms. Jacobson had altered a loan document. The Agency proposed revocation of Ms. Jacobson's license. Ms. Jacobson surrendered her license to the Agency. Regarding the case involving Mr. Paz, the Agency found that Mr. Paz had altered the signature and date on a property management agreement. The Agency revoked Mr. Paz's property manager license. (Test. of Lewis.)



## CONCLUSIONS OF LAW

1. Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).
2. Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).
3. Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).
4. For the proven violations, Licensee's principal broker license, license number 200309285, should be suspended for a period of 30 days.

## OPINION

In its Second Amended Notice of Intent to Suspend License, the Agency proposes to suspend Licensee's principal broker license for 30 days based on three alleged violations of its statutes and the Oregon Real Estate Law. As the proponent, the Agency has the burden of proving its allegations by a preponderance of the evidence. ORS 183.450(2) ("The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position"); *Dixon v. Board of Nursing*, 291 Or App 207, 213 (2018) (in administrative actions, the standard of proof is the preponderance standard.) Proof by a preponderance of the evidence means that the fact finder is convinced that the facts asserted are more likely true than false. *Riley Hill General Contractor v. Tandy Corp.*, 303 Or 390, 402 (1987).

### *The violations*

1. *Whether Licensee engaged in conduct that violated ORS 696.301(1), and (12) (2023 Edition).*

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

- (1) Created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity.

\* \* \* \* \*

- (12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

Pursuant to the authority cited above, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee who has created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity; or who has demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

The terms “material,” “misrepresentation,” “incompetence,” and “untrustworthiness” are not defined in the Agency’s statutes and rules. Thus, the plain meanings of the terms must be reviewed.

“Material” means “being of real importance or great consequence : substantial.” *Webster’s Third New Int’l Dictionary* 1392 (unabridged ed. 2002). “Misrepresentation” means “an untrue, incorrect, or misleading representation.” *Id.* at 1445. “Incompetence” means “the state or fact of being incompetent,” and “lack of physical, intellectual or moral ability.” *Id.* at 1144. “Incompetent” means “one incapable of doing properly what is required.” *Id.* “Untrustworthiness” means “the qualify or state of being untrustworthy.” *Id.* at 2514. “Untrustworthy” means “not trustworthy” and “unreliable.” *Id.*

“Professional real estate activity” is defined in ORS 696.301(17) as follows, in part:

“Professional real estate activity” means any of the following actions, when engaged in for another and for compensation or with the intention or in the expectation or upon the promise of receiving or collecting compensation, by any person who:

- (a) Sells, exchanges, purchases, rents or leases real estate;
- (b) Offers to sell, exchange, purchase, rent or lease real estate;
- (c) Negotiates, offers, attempts or agrees to negotiate the sale, exchange, purchase, rental or leasing of real estate;
- (d) Lists, offers, attempts or agrees to list real estate for sale[.]

As set forth in the record, during the period of April 21, 2023, through May 15, 2023, Licensee, Ms. Burke, and Ms. Pelo were involved in professional real estate activity involving the residential property located at 6950 N. Delaware Avenue in Portland, Oregon (the property). Licensee was the broker for PW and AW, the sellers of the property, and Ms. Burke and Ms. Pelo were the brokers for HH, the buyer of the property.

#### *a. Material misrepresentation*

The Agency first contends that Licensee made a material misrepresentation of a competing offer that resulted in the buyer submitting an offer based on the misrepresentation, in violation of ORS 696.301(1). Second Amended Notice of Intent to Suspend at 6; Agency’s

Closing Argument. Licensee contends to the contrary. For the following reasons, I agree with the Agency.

As detailed in the record, on April 21, 2023, at approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer for the property, which included, in part, a purchase price of \$740,000; earnest money in the amount of \$25,000; additional deposit of \$455,000 before closing; and closing to occur on or before May 15, 2023. The buyer also included a kicker clause, indicating that if the offer was accepted on or before noon on April 22, 2023, the purchase price would be \$760,000 and the buyer would not request repair of or credit for any individual repairs costing less than \$10,000.

On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. At 8:33 am, Licensee emailed the offer to the sellers. In the email, Licensee asked the sellers if they had a moment to chat. At 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request.

At or around 10:50 am, Rebecca Lee, a broker with Keller Williams Sunset Corridor, electronically submitted to Licensee, her clients' (KH and EB) signed residential real estate sale agreement offer for the property, which included a purchase price of \$755,000; earnest money of \$7,550; additional deposit of \$280,000 before closing; and closing to occur on or before May 22, 2023.

At 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer. At 11:43 am, Ms. Burke called HH and reported that acceptance of her offer was expected. At 11:58 am, Ms. Burke texted Licensee and requested that she copy Ms. Pelo with the sellers' acceptance.

At 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which increased the sales price of the property to \$770,000 and stated that the sellers would replace the boiler prior to close with the make and model specified in the provided estimate. At 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do.

At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients' offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property.

At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so that she and Ms. Pelo could present it to HH along with the sellers' counteroffer.

Licensee did not respond to Ms. Burke's text message. At 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers' counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers' counteroffer and agreed to wait until Ms. Burke received proof of the competing offer.

At or around 2:10 pm, Ms. Buke texted Licensee that the sellers' counteroffer was signed and they were just waiting on proof of the competing offer. Licensee did not respond to Ms. Burke's text message. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers' counteroffer without proof of the competing offer. At 2:28 pm, Ms. Pelo emailed Licensee the sellers' counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke's request. Licensee did not respond to Ms. Pelo's email.

At 6:19 pm, Ms. Burke texted Licensee, "Just confirming your receipt of the counter offer [sic] on Delaware and that you can forward the competing offer. Please advise. Thank you." Exhibit A2 at 9. Licensee did not respond to Ms. Burke's text message.

On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, "[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [sic]." Exhibit A2 at 9. At 12:18 pm, Licensee texted Ms. Burke, "[W]ill have it to you this afternoon." *Id.*

On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee's transaction coordinator, and stated, "Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3<sup>rd</sup> request." Exhibit A2 at 9. At 10:32 am, Licensee emailed Ms. Pelo, and stated, "I'm working on it! I will have it to you by the end of the day. *Id.*

On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer. Licensee also copied Ms. Rodgers on the email. In the body of the email, Licensee wrote, "Tami and Ginger – I'm sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have." Exhibit A10 at 2. The email was sent from [claire@parisgrouprealty.com](mailto:claire@parisgrouprealty.com), Licensee's email address, and it contained Licensee's signature block for Paris Group Realty, LLC. *Id.* at 1, 2.

Ms. Burke and Ms. Pelo reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact Ms. Lee, the buyers' broker on the redacted offer, to determine if the redacted offer was legitimate.

On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client's initials. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee's clients' original offer for the property to entice HH to pay \$770,000 for the property.

On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client's initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them.

At 5:54 pm, Ms. Burke sent an email to Licensee, summarizing the events that had taken place, reiterating that the redacted offer of \$770,000 had not been submitted by Ms. Lee, and stating, in part: "[HH's] initial offer of \$760,000 was raised to \$770,000 as a direct result of your assertion your clients had received another offer at \$770,000. Equity and fairness mandate that [HH's] net cost for this property be reduced by the additional \$10,000 you enticed her to pay. This can be accomplished if you reduce your commission by \$10,000 and have your clients credit [HH] an additional \$10,000 for a total credit of \$15,000. An addendum to that affect [sic] \* \* \* is attached." Exhibit A12 at 1-2.

At approximately 7:00 pm, Licensee called Ms. Burke at her home. Regarding the redacted order, Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer. Licensee also told Ms. Burke that she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question. Regarding making things right with the buyer, Licensee proposed writing a check to the buyer in the amount of \$10,000 after closing. Ms. Burke told Licensee that she could not do that because it would amount to lender fraud.

On May 5, 2023, at 1:41 pm, Ms. Burke sent an email to Licensee, confirming the conversation from the previous evening, and stating, in part: "I am glad you're willing to make things right with [HH]. \* \* \* The proper way to handle it is to reduce your commission and have your clients credit the \$10,000 toward closing costs and prepaid expenses. You might also consider excluding the commission that would be owed on that \$10,000 from your clients' commission obligation, but that is between you and your clients. I understand why you don't want to involve your clients, but if this was an honest mistake your clients will likely understand. They won't be harmed by the proposed solution – the net to them will remain the same." Exhibit A13 at 2.

At 4:01 pm, Licensee notified Ms. Burke that she had received her email and would consult with the sellers. Licensee subsequently told the sellers that Ms. Burke was upset and believed that Licensee had misrepresented what was on the table. Licensee told the sellers that she was willing to discount her commission by \$10,000 and pass that amount on as a closing cost credit to the buyer of the property.

On May 8, 2023, Licensee signed a Notice of Real Estate Compensation, reducing her commission from the sale of the property by \$10,000. On that same date, Licensee emailed Ms. Burke the sellers' signed Addendum to Real Estate Sale Agreement, which stated: "Seller shall contribute an additional \$10,000 to Buyer's closing costs and prepaid expenses for a total contribution of \$15,000." Exhibit A9 at 15. On May 15, 2023, the buyer and the sellers closed on the property.

Licensee never produced a written competing offer in the amount of \$770,000 for the property. In addition, Licensee admitted to Mr. Moore that she never received the written offers of \$770,000. Exhibit A19 at 3.

I find, by a preponderance of the evidence, that Licensee never received a written competing offer of \$770,000 for the property. I also find that Licensee's statement to Ms. Burke on April 22, 2023, that she had received a competing offer of \$770,000 was a substantially untrue representation, and therefore a material misrepresentation.

I further find that Licensee's material misrepresentation was intentionally done to entice and did in fact entice HH to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby *creating* a reasonable probability of damage or injury to HH.

I also find that but for Ms. Burke's and Ms. Pelo's diligence in trying to obtain a redacted copy of the nonexistent competing offer, HH would have been financially injured in the real estate transaction involving the purchase of the property because she relied on Licensee's material misrepresentation about the competing offer and subsequently agreed to pay \$10,000 more for the property.

Therefore, I conclude that Licensee created a reasonable probability of damage or injury to HH by making a material misrepresentation in a matter related to professional real estate activity in violation of ORS 696.301(1).

Licensee contends that the buyer was given a \$10,000 credit at closing. Licensee Claire Paris's Hearing Memorandum at 3. However, as stated above, Licensee's material misrepresentation enticed the buyer to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby creating a reasonable probability of damage or injury to HH. As such, the \$10,000 credit that the buyer received at closing placed the buyer back in the position she was at without the material misrepresentation. Licensee's argument is unpersuasive.

*b. Incompetence or untrustworthiness*

The Agency next contends that Licensee demonstrated incompetence and/or untrustworthiness by emailing Ms. Burke and Ms. Pelo an altered document that purported to be the redacted competing offer, in violation of ORS 696.301(12). The Second Amended Notice of Intent at 6, 8; Agency's Closing Argument. Licensee contends to the contrary. For the following reasons, I agree with the Agency.

As detailed previously, on April 21, 2023, at approximately 6:06 pm, Ms. Burke emailed Licensee the buyer's signed real estate sale agreement offer for the property, which included, in part, a purchase price of \$740,000; earnest money in the amount of \$25,000; additional deposit of \$455,000 before closing; and closing to occur on or before May 15, 2023. The buyer also included a kicker clause, indicating that if the offer was accepted on or before noon on April 22, 2023, the purchase price would be \$760,000 and the buyer would not request repair of or credit for any individual repairs costing less than \$10,000.

On April 22, 2023, at 8:31 am, Licensee confirmed receipt of the buyer's offer and notified Ms. Burke that she would present the offer to the sellers. At 8:33 am, Licensee emailed the offer to the sellers. At 10:46 am, Licensee called Ms. Burke and asked if the buyer would be willing to pay for the replacement of the boiler underway at the sellers' expense. At 10:48 am, Ms. Burke notified HH of the sellers' request.

At or around 10:50 am, Ms. Lee emailed Licensee her clients' signed residential real estate sale agreement offer for the property, which included a purchase price of \$755,000; earnest money of \$7,550; additional deposit of \$280,000 before closing; and closing to occur on or before May 22, 2023.

At 11:39 am, Ms. Burke called Licensee and advised that HH was not willing to pay for the boiler. Licensee then told Ms. Burke that the sellers would still accept the buyer's offer.

At 12:57 pm, Licensee emailed Ms. Burke the sellers' signed counteroffer, which increased the sales price of the property to \$770,000 and stated that the sellers would replace the boiler prior to close with the make and model specified in the provided estimate. At 1:14 pm, Ms. Burke spoke with Licensee about the sellers' counteroffer. Licensee told Ms. Burke that she had received a competing offer of \$770,000 and that if HH would increase her offer to \$770,000, it would be accepted by the sellers. Ms. Burke asked Licensee to provide her with a redacted copy of the competing offer, which Licensee agreed to do.

At some point on April 22, 2023, Licensee contacted Ms. Lee regarding her clients' offer for the property. Licensee told Ms. Lee that she had several offers and mentioned the amount of \$770,000. Ms. Lee contacted her clients who stated they would not and could not make an offer of \$770,000. Ms. Lee then called Licensee and told her that her clients could not offer \$770,000 for the property.

At 1:20 pm, Ms. Burke texted Licensee to please send a redacted copy of the competing offer so that she and Ms. Pelo could present it to HH along with the sellers' counteroffer.

Licensee did not respond to Ms. Burke's text message. At 1:51 pm, having not received proof of the competing offer, Ms. Burke called HH and discussed the sellers' counteroffer and the purported competing offer. At 2:10 pm, HH signed the sellers' counteroffer and agreed to wait until Ms. Burke received proof of the competing offer.

At or around 2:10 pm, Ms. Buke texted Licensee that the sellers' counteroffer was signed and they were just waiting on proof of the competing offer. Licensee did not respond to Ms. Burke's text message. At 2:25 pm, Ms. Burke held a conference call with HH and Ms. Pelo. After being told that another buyer could get the house while they waited for proof of the competing offer, HH told Ms. Burke that she wanted to accept the sellers' counteroffer without proof of the competing offer. At 2:28 pm, Ms. Pelo emailed Licensee the sellers' counteroffer signed by the buyer. In the email, Ms. Pelo asked Licensee to please forward the redacted offer as soon as she could per Ms. Burke's request. Licensee did not respond to Ms. Pelo's email.

At 6:19 pm, Ms. Burke texted Licensee, "Just confirming your receipt of the counter offer [sic] on Delaware and that you can forward the competing offer. Please advise. Thank you." Exhibit A2 at 9. Licensee did not respond to Ms. Burke's text message.

On April 23, 2023, at 9:04 am, Ms. Burke texted Licensee, "[A]waiting the redacted copy of the competing offer you said you could share which was the catalyst for [HH] signing the Seller Counter Offer [sic]." Exhibit A2 at 9. At 12:18 pm, Licensee texted Ms. Burke, "[W]ill have it to you this afternoon." *Id.*

On April 24, 2023, at 10:29 am, Ms. Pelo emailed Kati Rodgers, Licensee's transaction coordinator, and stated, "Could you please forward the redacted competing offer Claire promised us that instigated the counter at \$770k...this is, at minimum, our 3<sup>rd</sup> request." Exhibit A2 at 9. At 10:32 am, Licensee emailed Ms. Pelo, and stated, "I'm working on it! I will have it to you by the end of the day. *Id.*

On April 25, 2023, at 11:49 am, Licensee emailed Ms. Burke and Ms. Pelo a copy of the redacted offer. Licensee also copied Ms. Rodgers on the email. In the body of the email, Licensee wrote, "Tami and Ginger – I'm sorry it took me so long to get this to you; we had some Adobe issues and problems scanning. Let me know what questions you have." Exhibit A10 at 2. The email was sent from [claire@parisgrouprealty.com](mailto:claire@parisgrouprealty.com), Licensee's email address, and it contained Licensee's signature block for Paris Group Realty, LLC. *Id.* at 1, 2.

Ms. Burke and Ms. Pelo reviewed the redacted offer, noting that it consisted of an original real estate sale agreement offer that had been hand altered, which was not in compliance with the industry standard. On the first page of the redacted offer, the original purchase price of \$755,000 had been stricken through with a handwritten line and the amount of \$770,000 had been handwritten above the original purchase price. Additionally, two sets of wet initials had been handwritten in the margin to the right of the modified amount. Ms. Burke and Ms. Pelo believed that the redacted offer was fraudulent because of the amount of time that it took Licensee to provide it to them, and because it contained hand alterations. Ms. Burke and Ms. Pelo decided to contact Ms. Lee, the buyers' broker on the redacted offer, to determine if the redacted offer was legitimate.



On May 3, 2023, Ms. Pelo called Ms. Lee and asked whether she had submitted the redacted offer of \$770,000 on behalf of her clients. Ms. Lee stated that she did not submit the redacted offer of \$770,000. Ms. Lee stated that she submitted the original signed offer of \$755,000 on behalf of her clients. Ms. Lee stated that her clients would never have made an offer of \$770,000 because their maximum pre-approved purchase price was \$755,000. Ms. Lee also stated that she did not give anyone permission to amend the purchase price and initial with her client's initials. After speaking with Ms. Lee, Ms. Burke believed that Licensee had altered Ms. Lee's clients' original offer for the property to entice HH to pay \$770,000 for the property.

On May 4, 2023, at 1:13 pm, Ms. Burke and Ms. Pelo held a conference call with Licensee. During the call, Ms. Burke confronted Licensee about the redacted offer that appeared to have been fraudulently altered. Ms. Burke told Licensee that Ms. Lee had confirmed that she did not submit the redacted offer of \$770,000 on behalf of her clients, and further, that she did not give anyone permission to amend the purchase price and initial with her client's initials. Licensee was silent for much of the call and did not deny the accusation. Licensee also did not mention having anyone else at her firm involved in the transaction involving the property. At the end of the call, Licensee stated that she needed to check her records and would get back to them.

At approximately 7:00 pm, Licensee called Ms. Burke at her home. Licensee told Ms. Burke that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer, and she had let the ghost writer employee go. Ms. Burke asked Licensee if there was another offer of \$770,000, and Licensee confirmed that there was. Ms. Burke asked Licensee if she was willing to send her that offer, and Licensee did not answer the question.

I find, by a preponderance of the evidence that on April 25, 2023, Licensee emailed an altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo to influence the purchasing decision of the buyer. As set forth in the record, the email was sent from Licensee's email address, copied to Licensee's transaction assistant, and contained Licensee's signature block for Paris Group Realty, LLC. Moreover, the content and tone of the email demonstrated familiarity, which Licensee, Ms. Burke, and Ms. Pelo all demonstrated in their emails and text messages to each other.

I also find that by emailing an altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo on April 25, 2023, to influence the purchasing decision of the buyer, Licensee demonstrated a lack of moral ability and a lack of trustworthiness in the real estate transaction involving the property.

I further find, more likely than not, that at some point between April 22, 2023, and April 25, 2023, Licensee altered Ms. Lee's clients' original offer without Ms. Lee's permission. As set forth in the record, Licensee was the only individual that had a financial incentive to pull Ms. Lee's client's original offer and alter it to support her material misrepresentation and influence the purchasing decision of HH. In addition, Licensee was the only person who spoke with Ms. Lee on April 22, 2023, and knew that Ms. Lee's clients would not be submitting a second offer on the property, making the original offer available for alteration.

I also find that by altering Ms. Lee's clients' original offer without Ms. Lee's permission, Licensee engaged in conduct that was both dishonest<sup>8</sup> and fraudulent<sup>9</sup> in the real estate transaction involving the property.

I further find that on May 4, 2023, Licensee was dishonest with Ms. Burke when she stated that her ghost writer unlicensed employee had mistakenly redacted and sent the wrong offer, and that there was another offer of \$770,000.

I conclude that Licensee demonstrated both incompetence and untrustworthiness in performing any act for which a real estate licensee is required to hold a license when she emailed a fraudulently altered redacted offer that purported to be the redacted competing offer to Ms. Burke and Ms. Pelo on April 25, 2023, to influence the purchasing decision of the buyer, in violation of ORS 696.301(12).

Licensee contends that she did not alter or email the redacted offer. However, the preponderance of the evidence establishes otherwise.

Licensee also contends that she was being filmed when the email was sent. Exhibit A19 at 8. However, Licensee did not meet with the videographer until 12:18 pm on April 25, 2023, which was 29 minutes *after* the email was sent. As such, Licensee's contention is unpersuasive.

*2. Whether Licensee engaged in conduct that violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c) (2023 Edition).*

ORS 696.805 provides, in part:

(2) A seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the following affirmative duties:

(a) To deal honestly and in good faith;

\* \* \* \* \*

(c) To disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party.

(3) A seller's agent owes the seller involved in a real estate transaction the following affirmative duties:

(a) To exercise reasonable care and diligence;

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<sup>8</sup> "Dishonest" means "characterized by a lack of truth, honesty, probity, or trustworthiness or by an inclination to mislead, lie, cheat, or defraud : fraudulent." *Webster's* at 650.

<sup>9</sup> "Fraudulent" means "belonging to or characterized by fraud : founded on fraud : false." *Id.* at 904.

\* \* \* \* \*

(c) To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction[.]

The Agency contends that Licensee's actions in the real estate transaction involving the property violated ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c). Second Amended Notice of Intent to Suspend at 7. Licensee contends to the contrary. As set forth below, I agree with the Agency.

*To deal honestly and in good faith*

Pursuant to ORS 696.805(2)(a), a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the affirmative duty to deal honestly and in good faith.

As determined previously, at some point between April 22, 2023, and April 25, 2023, Licensee fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. I find that by engaging in that conduct, Licensee violated her duty to deal honestly and in good faith with Ms. Lee and her clients. I conclude that Licensee engaged in conduct that violated ORS 696.805(2)(a).

*To disclose material facts known by the seller's agent*

Pursuant to ORS 696.805(2)(c), a seller's agent owes the seller, other principals and the principals' agents involved in a real estate transaction the affirmative duty to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party.

As determined previously, Licensee never received a written competing offer of \$770,000 for the property. I find that Licensee violated her duty to disclose material facts known to her and not apparent to another party when she failed to disclose to Ms. Burke, Ms. Pelo, and HH the nonexistence of a competing offer. I conclude that Licensee engaged in conduct that violated ORS 696.805(2)(c).

*Exercise reasonable care and diligence*

Pursuant to ORS 696.805(3)(a), a seller's agent owes the seller involved in a real estate transaction the affirmative duty to exercise reasonable care and diligence.

As set forth in the record, AW, one of the sellers of the property, submitted a declaration stating that Licensee had not violated any duties owed to her or her husband. However, in her declaration, AW also stated that she had not read or reviewed any of the allegations or the complaint against Licensee.

I infer from AW's statement that the sellers were not aware that Licensee never received a written competing offer of \$770,000 for the property. As such, I find that Licensee violated her

duty to exercise reasonable care and diligence when she failed to notify the sellers of the nonexistence of a competing offer. I conclude that Licensee engaged in conduct that violated ORS 696.805(3)(a).

*Not taking action that is adverse or detrimental to the seller's interest*

Pursuant to ORS 696.805(3)(c), a seller's agent owes the seller involved in a real estate transaction the affirmative duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction.

As indicated above, in her declaration, AW stated that she had not read or reviewed any of the allegations or the complaint against Licensee. I infer from AW's declaration that the sellers were not aware that Licensee fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission.

I find that Licensee violated her duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction when she altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. I conclude that Licensee engaged in conduct that violated ORS 696.805(3)(c).

Licensee contends that the sellers did not suffer any harm. Licensee Claire Paris's Hearing Memorandum at 3, 4. However, the affirmative duties cited above do not require proof of harm. As such, Licensee's argument is unpersuasive.

*3. Whether Licensee engaged in conduct that violated ORS 696.301(15) (2023 Edition).*

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

\* \* \* \* \*

(15) Engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

Pursuant to the authority cited above, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee who has engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

The Agency contends that by violating the NAR Code of Ethics as determined by PMAR, Licensee engaged in conduct that was below the standard of care for the practice of real estate activity in Oregon, in violation of ORS 696.301(15). Second Amended Notice of Intent to Suspend at 7. Licensee contends to the contrary. I agree with the Agency.

As set forth in the record, PMAR is a local member association of the National Association of Realtors (NAR). Licensee is a member of PMAR. Members of PMAR are required to adhere to the NAR Code of Ethics, which are the standards of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. Testimony of Burke; Exhibit A26.

On August 10, 2023, Ms. Burke filed a complaint against Licensee with the Agency and with PMAR, alleging Licensee had been dishonest and committed fraud in a real estate transaction involving the property. Ms. Burke also alleged that Licensee violated the NAR Code of Ethics.

On December 7, 2023, a hearing was held before the PMAR Hearing Panel (the Panel) in the matter of Burke, Pelo and Lee, Complainant(s) versus Paris, Respondent. During the hearing, Licensee testified that she did not personally send the altered document, that it was her assistant that carried out the task. Licensee also testified that she instructed her assistant to send the offer of \$770,000 to Ms. Burke.

Following the hearing, the Panel issued a decision, finding that Licensee had violated Articles 1, 2, and 12 of the NAR Code of Ethics. Exhibit A26 at 4. The Panel found Licensee violated Article 1 by knowingly conveying the existence of a non-existent competing offer at \$770,000 and failing to honestly communicate to [Burke] that the modified offer was deceptive and fabricated. *Id.* at 4-5. The Panel found Licensee in violation of Article 2 for failing to avoid exaggeration and misrepresentation of facts by not disclosing the absence of an actual offer at \$770,000. The Panel found that, “[t]his omission had the potential to cause the buyer to pay more for the property than necessary.” *Id.* at 5. The Panel also found Licensee in violation of Article 12 for engaging in dishonest or untruthful communication with [Burke]. The Panel found that, “[d]espite the email appearing to originate from the [Licensee’s] email address with [Licensee’s] email signature and the attached modified price on the competing offer at \$770,000, the [Licensee] denied sending it. If the assistant was responsible for the modified offer and the delivery of such, the [Licensee] failed to ensure proper identification as the assistant identified themselves as the [Licensee] in the email.” *Id.* The Panel concluded that the [Licensee’s] communication was intended to deceive, as evidenced by the content of the email, the altered offer, and the testimonies of [Burke] and [Lee]. *Id.* The Panel recommended that Licensee be disciplined as follows: Pay a fine in the amount of \$2,000; receive a Letter of Reprimand; and be required to complete the NAR Ethics training course within 60 days of ratification by the PMAR Board of Directors and notify PMAR upon completion by a copy of the CE Certificate. *Id.* The Panel also assessed a processing fee in the amount of \$300 against Respondent for being found in violation of the Code of Ethics. *Id.*

I find, by a preponderance of the evidence, that by violating Articles 1, 2, and 12 of the

NAR Code of Ethics as determined by PMAR, Licensee engaged in conduct that was below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. I conclude that Licensee engaged in conduct that violated ORS 696.301(15).

Licensee contends that the standards set forth by PMAR are not standards of care, laws or rules adopted by the Agency. Licensee Claire Paris's Hearing Memorandum at 4.

However, in ORS 696.301(15), the Oregon Legislature authorized the Real Estate Commission to suspend or revoke the real estate license of any real estate licensee who has engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon *as established by the community of individuals engaged in the practice of professional real estate in Oregon*. PMAR is a community of individuals engaged in the practice of professional real estate in Oregon. PMAR is a local member of the National Association of Realtors (NAR). Members of PMAR are required to adhere to the NAR Code of Ethics, which are both ethical standards and the standards of care for licensed realtors in Oregon. Accordingly, Licensee's argument is unpersuasive.

Licensee also contends that under *Pratt v. Real Estate Div.*, 76 Or App 483 (1985), the Agency cannot find more than one violation based on the same discrete act. Licensee Claire Paris's Hearing Memorandum at 2.

In *Pratt*, the Real Estate Commissioner (Commissioner) permanently revoked Petitioner's real estate broker license for violating ORS 696.301(1), (6), (29)(a), (b), (c) and (d), and (32)(a), (b), (c) and (d). Petitioner appealed and assigned error to the Commissioner's decision to conclude that the same conduct violated different subsections of ORS 696.301. The Court reviewed the violations and determined that the violations of ORS 696.301(1) and (6) were based on a single allegation that petitioner misrepresented the boundary line. *Pratt*, 76 Or App at 491. The Court also determined that the violations of ORS 696.301(29)(a) and (32)(a) were based on the same allegation of misconduct that Petitioner had failed to determine the accurate boundaries of the property before showing it to prospective buyers. *Id.* The Court found that the Commissioner had improperly permuted a single act of misconduct into two or more by affixing different labels to the act. *Id.* The Court also found that it was not improper for the Commissioner to distinguish petitioner's clearly separate acts related to the same transaction. *Id.* at 492. The Court affirmed the remaining violations and remanded the case to the Commissioner for reconsideration of the sanction. *Id.* at 493.

In this case, a preponderance of the evidence establishes that Licensee engaged in several separate acts that were related to the same transaction. As set forth in the record, on April 22, 2023, Licensee made a material misrepresentation when she told Ms. Burke that she had received a competing offer of \$770,000 for the property. Licensee's material misrepresentation enticed HH to agree to pay \$10,000 more for the property than she would have paid without the material misrepresentation, thereby creating a reasonable probability of damage or injury to HH. ORS 696.301(1).

In addition, on April 25, 2023, Licensee emailed a fraudulently altered redacted offer that

purported to be the redacted competing offer to Ms. Burke and Ms. Pelo to influence the purchasing decision of the buyer, and by doing so, Licensee demonstrated both incompetence (a lack of moral ability) and untrustworthiness in the real estate transaction involving the property. ORS 696.301(12).

Moreover, at some point between April 22, 2023, and April 25, 2023, Licensee altered Ms. Lee's client's original offer without Ms. Lee's permission. Licensee's conduct was both dishonest and fraudulent and violated her affirmative duties to Ms. Lee and the sellers. ORS 696.805(2)(a), and (3)(c).

Furthermore, Licensee failed to disclose the nonexistence of a competing offer to Ms. Burke, Ms. Pelo, HH, and the sellers. Licensee's conduct violated her affirmative duties to the buyer, the buyer's agents, and the sellers. ORS 696.805(2)(c), and (3)(a).

Additionally, following a PMAR hearing, Licensee was found to have violated Articles 1, 2, and 12 of NARS Code of Ethics as determined by PMAR. Licensee's conduct was below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. ORS 696.301(15).

I conclude that Licensee engaged in several separate acts that were related to the same transaction. As such, the Agency did not improperly permute a single act of misconduct into two or more by affixing different labels to the act.

### ***The sanction***

*4. Whether Licensee's principal broker license, license number 200309285, may be suspended for a period of 30 days.*

ORS 696.301 provides, in part:

Subject to ORS 696.396, the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has:

(1) Created a reasonable probability of damage or injury to a person by making one or more material misrepresentations or false promises in a matter related to professional real estate activity.

\* \* \* \* \*

(3) Disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency.

\* \* \* \* \*

(12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

\* \* \* \* \*

(15) Engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

ORS 696.396 provides, in part:

(1) The Real Estate Commissioner shall provide by rule for the progressive discipline of real estate licensees and an objective method for investigation of complaints alleging grounds for discipline under ORS 696.301.

(2) The rules adopted by the commissioner under this section:

\* \* \* \* \*

(c) May not authorize imposition of a suspension or a revocation of a real estate license unless the material facts establish a violation of a ground for discipline under ORS 696.301 that:

\* \* \* \* \*

(B) Exhibits incompetence in the performance of professional real estate activity;

(C) Exhibits dishonesty or fraudulent conduct; or

(D) Repeats conduct or an act that is substantially similar to conduct or an act for which the real estate licensee was disciplined previously.

OAR 863-027-0020 provides, in part:

(1) The goal of progressive discipline is to correct a licensee's inappropriate behavior, deter the licensee from repeating the conduct, and educate the licensee to improve compliance with applicable statutes and rules. Progressive discipline means the process the Real Estate Agency follows, which may include using



increasingly severe steps or measures against a licensee when a licensee fails to correct inappropriate behavior or exhibits subsequent instances of inappropriate behavior.

(2) The Real Estate Commissioner will evaluate all relevant factors to determine whether to issue a non-disciplinary educational letter of advice or to discipline a licensee through reprimand, suspension or revocation under ORS 696.301, including but not limited to:

- (a) The nature of the violation;
- (b) The harm caused, if any;
- (c) Whether the conduct was inadvertent or intentional;
- (d) The licensee's experience and education;
- (e) Whether the licensee's conduct is substantially similar to conduct or an act for which the licensee was disciplined previously;
- (f) Any mitigating or aggravating circumstances;
- (g) The licensee's cooperation with the investigation;
- (h) Any Agency hearing orders addressing similar circumstances;  
and
- (i) The licensee's volume of transactions.

The Agency contends that Licensee should have her license suspended for a period of 30 days. Second Amended Notice of Intent to Suspend at 1. Licensee contends to the contrary. As explained below, I agree with the Agency.

As set forth in the record, the Agency has proven that Licensee violated ORS 696.301(1), (12), and (15), and ORS 696.805(2)(a), (2)(c), (3)(a), and (3)(c). As cited above, ORS 696.396 requires the Agency provide for progressive discipline. Under ORS 696.396(2)(c)(B), (2)(c)(C) and (2)(c)(D), the Agency may suspend a real estate license where the material facts establish a violation of a ground for discipline under ORS 696.301 that exhibits incompetence in the performance of professional real estate activity; exhibits dishonest or fraudulent conduct; or repeats conduct or an act that is substantially similar to conduct or an act for which the real estate licensee was disciplined previously. OAR 863-027-0020 identifies factors to be considered in determining the appropriate discipline, including the nature of the violation, the harm caused, whether the conduct was inadvertent or intentional, Licensee's experience and education, whether the Licensee's conduct is substantially similar to conduct or an act for which the Licensee was disciplined previously, any mitigating or aggravating circumstances, and the

Licensee's volume of transactions.

In this case, Licensee has seven years' experience as a principal broker, owns a busy practice, supervises eight brokers, and handles approximately 100 transactions per year. Licensee has a bachelor's degree and is a member of PMAR. That being said, Licensee's conduct in this matter was dishonest and fraudulent. Licensee fraudulently altered a document to support her material misrepresentation that she had received a competing offer of \$770,000 for the property, and to influence the purchasing decision of the buyer. Licensee's conduct was also intentional. Licensee intentionally made a material misrepresentation to entice the buyer in the real estate transaction to increase her purchase price by \$10,000. Licensee's conduct also demonstrated incompetence and untrustworthiness. Licensee emailed the buyer's brokers a fraudulently altered document that purported to be the redacted competing offer of \$770,000, to influence the purchasing decision of the buyer. Licensee's conduct also violated her affirmative duties to others. Licensee violated her duty to deal honestly and in good faith with Ms. Lee and her clients when she fraudulently altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. Licensee violated her duty to disclose material facts known to her and not apparent to another party when she failed to disclose to Ms. Burke, Ms. Pelo, and HH the nonexistence of a competing offer. Licensee violated her duty to exercise reasonable care and diligence when she failed to notify the sellers of the nonexistence of a competing offer. Licensee also violated her duty to be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction when she altered Ms. Lee's clients' original offer of \$755,000 without Ms. Lee's permission. Licensee's conduct was also below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon. Licensee violated Articles 1, 2, and 12 of NARS Code of Ethics as determined by PMAR. Finally, as set forth in the record, Licensee was previously disciplined for violating her affirmative duties to others, including the duty to disclose material facts known by the seller's agent and not apparent or readily ascertainable to a party, and the duty to exercise reasonable care and diligence. Exhibit A28.

In sum, considering Licensee's dishonest, fraudulent, incompetent and untrustworthy conduct in this matter, I find that suspension of Licensee's principal broker license, license number 200309285, for 30 days is warranted under ORS 696.301(1), (12), and (15), and 696.396(2)(c)(B), (2)(c)(C), and (2)(c)(D).

## FINAL ORDER

Claire Paris's real estate principal broker license is SUSPENDED for 30 days. The suspension will be effective immediately once the order is signed by the Commissioner. Paris must comply with all other applicable license reinstatement requirements.

Dated this 3rd day of February, 2026.

OREGON REAL ESTATE AGENCY

Signed by:

*Steve Strobe*

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Steven Strobe

Real Estate Commissioner



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NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.