REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

MARC D. SLAVIT

STIPULATED FINAL ORDER

The Real Estate Agency (OREA) and Marc D. Slavit (Slavit) do hereby agree and stipulate to the following:

FINDINGS OF FACT &
CONCLUSIONS OF LAW

1.

1.1 Slavit was licensed as a real estate broker with Keller Williams Realty Southern Oregon from November 9, 2009, through September 24, 2014.

1.2 Dated June 11, 2013, OREA received a complaint from Alejandro Zaragoza (A. Zaragoza) against Slavit. A. Zaragoza alleged Slavit listed properties for sale without permission from the property owner. A. Zaragoza's wife, Luisa Zaragoza (L. Zaragoza), is the sister of one of the property owners, Carlos Valentín Pelagio (C. Pelagio).

1.3 On June 30, 2013, OREA opened an investigation.

1.4 Prior to this complaint, Slavit represented C. Pelagio and his family in purchasing property in 2010. C. Pelagio is an attorney who lives in Mexico. Slavit said C. Pelagio came to the United States in 2010 to purchase property for himself and his children.

1.5 On November 5, 2010, Slavit helped C. Pelagio purchase 3148 Timothy Ave, Medford (Timothy Ave. property), and on December 28, 2010, Slavit helped C. Pelagio's son, Juan Carlos Valentín Estrada (J. Estrada), purchase 1477 Johnson St., Medford (Johnson St. property).

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1.6 A review of the documents shows that five offers, over three distinct dates, were
made for the Johnson St. property and the Timothy Ave. property. C. Pelagio and Slavit
communicated several times about the need to have another person able to sign on his behalf
for the purchases for himself and his children. C. Pelagio mentioned his sister, L. Zaragoza,
should sign as power of attorney on his behalf.

**Johnson St. Property:**

1.7 On November 29, 2012, Slavit emailed C. Pelagio and attached the Slavits’ offer
on the Johnson St. property. Slavit and his wife were the buyers, represented by Slavit. J.
Estrada was the seller as a for-sale-by-owner. Slavit stated to C. Pelagio, “Please review the
offer and if it is acceptable to you, please sign, and date and/or initial at every astrix/arrow (sic)
which is at the top, middle or bottom of each page.” It appears J. Estrada signed the
acceptance of the offer on December 4, 2012.

1.8 Slavit turned the accepted offer, signed December 4, 2012, in for his principal
broker’s, Stacey Boals (Boals), review around February 5, 2013. Boals said she supervises
Slavit’s activity as a principal broker and has a 24 to 48 hour turnaround from when documents
are turned in to her until they are reviewed. She said Slavit is known to turn documents in late.
Boals said this offer was turned in for review when she was looking at the next offer.

**Violation:** By waiting until around February 5, 2013, to submit the accepted offer to his
principal broker for review, Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition), which
requires a real estate broker to transmit to the broker’s principal real estate broker within three
banking days of receipt any money, checks, drafts, warrants, promissory notes, or other
consideration and any documents received by the licensee in any professional real estate
activity in which the licensee is engaged. Additionally, Slavit violated OAR 863-015-0145(3) (9-
14-2014 Edition), which requires each real estate transaction involving a licensee as a
principal to the transaction, to be conducted under the supervision of the licensee’s principal
broker and all documents and funds must be transmitted through the licensee’s principal real
estate broker.
1.9 On January 24, 2013, Slavit emailed C. Pelagio. Slavit stated he had an issue
with his loan because of a credit issue within the past two-and-a-half years. He stated he had
another buyer for both properties. Slavit stated C. Pelagio would need to get a specific power
of attorney on both homes for L. Zaragoza to sign for C. Pelagio.

1.10 Slavit wrote a second offer for the Johnson St. Property, on behalf of Christine
Swanson (Swanson), the buyer. The agreement was dated January 24, 2013.

1.11 J. Estrada signed, accepting the offer on January 28, 2013.

1.12 On February 27, 2013, Swanson signed an addendum to the Johnson St. sales
agreement. The addendum stated Swanson was unable to secure financing due to a change
in her credit qualifications. All earnest money was to be returned to Swanson.

1.13 J. Estrada signed a POA related to this property on February 28, 2013,
authorizing L. Zaragoza (aunt to J. Estrada) to sign on his behalf. L. Zaragoza signed the
sales agreement addendum on February 27, 2013, a day before the POA was in effect.

Violation: By failing to address the error made when L. Zaragoza signed the sales
agreement addendum on behalf of J. Estrada, before the POA was executed, Slavit violated
ORS 696.810(3)(a) (2013 Edition), which states a buyer’s agent owes the buyer involved in a
real estate transaction the following affirmative duty: (a) To exercise reasonable care and
diligence.

1.14 The sales agreement addendum, winding down the offer from Swanson, was
accepted on February 27, 2013, but was not reviewed by Boals until March 25, 2013.

Violation: By failing to provide the addendum to his principal broker in a timely manner,
Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition), which requires a real estate broker
to transmit to the broker’s principal real estate broker within three banking days of receipt any
money, checks, drafts, warrants, promissory notes, or other consideration and any documents
received by the licensee in any professional real estate activity in which the licensee is
engaged.

1.15 Dated February 27, 2013, Slavit wrote another offer on behalf of himself and his
wife for the Johnson St. property. L. Zaragoza accepted the offer and signed as POA for J.
Estrada on February 27, 2013. A POA notarized February 28, 2013 and signed by J. Estrada
gave L. Zaragoza the ability to sign documents related to the Johnson St. property.
Violation: By failing to address the error that the power of attorney was executed after it
was used, Slavit violated ORS 696.810(3)(a) (2013 Edition), which states a buyer’s agent
owes the buyer involved in a real estate transaction the following affirmative duty: (a) To
exercise reasonable care and diligence.

1.16 Slavit failed to obtain principal broker review of the documentation of his
February 27, 2013, offer on the Johnson St. property until March 20, 2013.

Violation: By failing to provide the agreement for the Johnson St. property to his
principal broker in a timely manner, Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition),
which requires a real estate broker to transmit to the broker’s principal real estate broker within
three banking days of receipt any money, checks, drafts, warrants, promissory notes, or other
consideration and any documents received by the licensee in any professional real estate
activity in which the licensee is engaged.

Timothy Ave Property:

1.17 On January 24, 2013, Slavit filled out and signed a document titled, "One-Party
Listing, Agency Disclosure & Commission Agreement," which stipulated C. Pelagio owns the
Timothy Ave. property and agreed to let KW Realty and Slavit market the property to Swanson
as the buyer. It appears J. Estrada instead of C. Pelagio signed the commission agreement on

1.18 On January 24, 2013, Slavit emailed C. Pelagio. Attached to this email was the
offers and “commission paperwork” for the Johnson St. and Timothy Ave. properties with
Swanson as the buyer (See 1.10 regarding the Johnson St. property offer for Swanson). Slavit
wrote nothing about ensuring the correct owner signed the appropriate offers and commission
paperwork. Slavit wrote, “I have attached the offers and paperwork for you to sign at every
arrow and astrix. (sic) You will get more money from each home on both offers than when we
previously talked about price. It is a win win for you. Please review this and return both offers
signed As Soon As Possible.” Slavit attached an offer from Swanson for the Timothy Ave.
property dated January 24, 2013.

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1.19 Slavit said when working with C. Pelagio and J. Estrada in Mexico, J. Estrada did not have an email address, so documents were emailed to C. Pelagio to get signatures from both him and J. Estrada, depending on who owned the property. Slavit stated that either C. Pelagio or J. Estrada signed and then returned the signed documents through C. Pelagio’s email.

1.20 J. Estrada, instead of the owner, C. Pelagio accepted this offer. **Violation:** By writing the offer for Swanson as buyer and C. Pelagio as seller, and failing to address the error made when J. Estrada signed the commission agreement and offer instead of C. Pelagio, Slavit violated ORS 696.810(3)(a) (2013 Edition), which states a buyer’s agent owes the buyer involved in a real estate transaction the following affirmative duty: (a) To exercise reasonable care and diligence.

1.21 On February 27, 2013, Swanson signed an addendum to the Timothy Ave. property agreement as the buyer. The addendum stated Swanson was unable to secure financing due to a change in her credit qualification. All earnest money was to be returned to Swanson.

1.22 On February 27, 2013, L. Zaragoza (sister to C. Pelagio), signed the addendum terminating the sales agreement as power of attorney on behalf of C. Pelagio. Notarized on February 28, 2013, an attempt was made to give L. Zaragoza authority to sign documents related to the Timothy Ave property. But J. Estrada signed the POA related to this property instead of the owner, C. Pelagio.

**Violation:** By failing to address the errors made, when the authority to sign as power of attorney was executed after L. Zaragoza had already signed on behalf of another, and the power of attorney was signed by the wrong person, Slavit violated ORS 696.810(2)(a) (2013 Edition), which states a buyer’s agent owes the buyer involved in a real estate transaction the following affirmative duty: (a) To exercise reasonable care and diligence.

1.23 The February 27, 2013, addendum terminating the agreement for the Timothy Ave. property was not submitted timely for Boals’ review. The addendum document which was accepted on February 27, 2013, was not reviewed by Boals until March 25, 2013.
Violation: By failing to provide the addendum to his principal broker in a timely manner, Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition), which requires a real estate broker to transmit to the broker's principal real estate broker within three banking days of receipt any money, checks, drafts, warrants, promissory notes, or other consideration and any documents received by the licensee in any professional real estate activity in which the licensee is engaged.

1.24 Slavit signed a one-party listing agreement dated February 27, 2013, which listed C. Pelagio as the owner. L. Zaragoza signed the listing agreement as “POA for Carlos Valentin” (J. Estrada) on February 27, 2013.

1.25 Dated February 27, 2013, Slavit wrote an offer for Dave Husel (Husel) for the Timothy Ave. property. L. Zaragoza signed accepting the offer as “POA for Carlos Valentin” (J. Estrada) on February 27, 2013.

1.26 Addendum A to the sale agreement was signed by L. Zaragoza “POA for Carlos Valentin” (J. Estrada) on March 27, 2013

1.27 J. Estrada, instead of C. Pelagio (actual owner of Timothy Ave. property), signed the power of attorney, which was notarized on February 28, 2013, allowing L. Zaragoza to sign on his behalf. On April 15, 2013 C. Pelagio signed the power of attorney.

Violation: Slavit, by failing to address the errors made on the commission agreement, offer, and addendum when the power of attorney was executed after it was used and signed by the wrong person, violated ORS 696.810(3)(a) (2013 Edition), which states a buyer's agent owes the buyer involved in a real estate transaction the following affirmative duty: (a) To exercise reasonable care and diligence.

1.28 The commission agreement, offer, and addendum for the Timothy Ave. property were not provided timely to Boals for review.

Violation: By failing to provide the commission agreement, offer, and addendum to his principal broker in a timely manner, Slavit violated OAR 863-015-0255(3) (9-14-2012 Edition), which requires a real estate broker to transmit to the broker's principal real estate broker within three banking days of receipt any money, checks, drafts, warrants, promissory notes, or other consideration and any documents received by the licensee in any professional real estate activity in which the licensee is engaged.
1.29 Through the above listed violations Slavit engaged in conduct below the standard
of care for the practice of professional real estate activity in Oregon.

Violation: ORS 696.301(15) (2013 Edition), which states a licensee's real estate
license can be disciplined if they have 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.

2.

2.1 OREA reserves the right to investigate and pursue additional complaints that
may be received in the future regarding this licensee.

STIPULATION & WAIVER

I have read and reviewed the above findings of fact and conclusions of law which have
been submitted to me by OREA and further, the order which follows hereafter. I understand
that the findings of fact, conclusions of law and this stipulation and waiver embody the full and
complete agreement and stipulation between OREA and me. I further understand that if I do
not agree with this stipulation I have the right to request a hearing on this matter and to be
represented by legal counsel at such a hearing. Hearings are conducted in accordance with
the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and
Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily
waive my rights to a hearing, to representation by legal counsel at such a hearing, and to
judicial review of this matter.

I hereby agree and stipulate to the above findings of fact and conclusions of law and
understand that the order which follows hereafter may be completed and signed by the Real
Estate Commissioner or may be rejected by the Real Estate Commissioner, in which case an
amended notice of intent may be issued in this matter. I understand that, in accordance with
the provisions of ORS 696.445(3), notice of this order shall be published in the Oregon Real
Estate News Journal.

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7 of 8 – Stipulated Final Order- Marc D. Slavit
ORDER

IT IS HEREBY ORDERED that Slavit's broker license be, and hereby is, reprimanded

IT IS SO STIPULATED:

[Signature]

MARC SLAVIT

Date 3-9-15

IT IS SO ORDERED:

[Signature]

GENE BENTLEY
Real Estate Commissioner

Date 3-18-15

DATE of service: 3-18-2015