

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Unlicensed Professional  
Real Estate Activity of  
AUTUMN PARDEE

STIPULATED FINAL ORDER AND ORDER  
TO CEASE AND DESIST

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

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

1.1 At all times mentioned herein, Pardee was not licensed to conduct professional real estate activity in Oregon.

1.2 On July 20, 2023, The Agency received a complaint from Eric Squires (Squires) against Pardee. The Agency opened an investigation.

1.3 Squires is a Principal Broker and stated in his complaint that Pardee is not a licensed property manager but was in a rental agreement for a property that Squires is now managing, located at 505 SE 62<sup>nd</sup> (subject property).

1.4 On July 31, 2023, the Agency received a second complaint against Pardee from Jo Powell (Powell), submitted on behalf of Jay Conrad (Conrad).

1.5 Powell stated in her complaint that Pardee had been managing the second unit of the duplex of the subject property, which was owned by Conrad. Powell stated that Pardee had been charging Conrad up to 35% of rents received.

1           1.6     Powell stated she requested a copy of the property management agreement  
2 (PMA) from Pardee. Once Powell received a copy, she saw that it had expired several years  
3 before, and there was no active PMA in place.

4           1.7     On October 10, 2023, in a phone interview with Agency Investigator Lindsey  
5 Nunes (Nunes), Powell said she has been Conrad's full-time caregiver and has been living  
6 with him since 2022. Powell said she and Conrad live on one side of the subject property  
7 duplex and Pardee managed the second unit.

8           1.8     Agency review of records shows Pardee signed the PMA on September 23,  
9 2015, and Conrad signed on September 24, 2015. Pardee represented himself as the  
10 manager for the subject property.

11          1.9     The PMA stated that Pardee is experienced in the operation and management of  
12 real estate, has necessary staff, and can competently manage real estate properties.

13          1.10    The PMA included the following:

- 14           • The Manager agrees to collect all rents as they become due; the Manager  
15 agrees to collect the rents from the tenant and to disburse the agreed funds  
16 (\$950/mo) to the owner.
- 17           • The Manager keeps the balance of monthly rent received above the agreed  
18 \$950/mo owed to owner. The Manager will notify the owner of any tenant who is  
19 over 30 days behind in paying their rent. In the event the rental payments in any  
20 month do not cover the total fees and costs owed to the Manager, the owner will  
21 remit payment of the remaining balance within 15 days of notification by the  
22 Manager.
- 23           • It is understood by the parties that the Manager is an independent contractor with  
24 respect to the relationship between the parties and is not an employee of the  
25 owner.
- 26           • The contract will automatically terminate on January 1, 2020; however, the  
27 agreement may be terminated at any time by either party with or without cause  
28 provided at least 90 days prior written notice.
- 29           • Upon termination, Pardee will return to Conrad all records, notes, documentation,  
30 and other items that were used by Pardee during the term of this agreement.

1 1.11 On March 25, 2022, a rental agreement for the subject property was written  
2 between SD Rehab Holdings LLC, identified as the Landlord, and Kimberly VanKlompberg,  
3 identified as the tenant. Pardee signed the rental agreement as the Landlord-Manager.

4 1.12 A review of the Secretary of State records shows that Pardee is the Registered  
5 Agent of SD Rehab Holdings LLC.

6 1.13 The terms of the rental agreement were as follows:

- 7 • The tenant agrees to lease the subject property for a fixed term of 12 months,  
8 beginning April 1, 2022, and ending March 31, 2023. The tenant agrees to pay  
9 Landlord as base rent the sum of \$1,950.00 due and payable monthly in advance  
10 of the 1<sup>st</sup> day of each month during the term of agreement.
- 11 • Tenant agrees to pay their rent in the form of a Zillow payment, direct deposit,  
12 cash, personal check, a cashier's check, or a money order made out to the  
13 Landlord.
- 14 • Tenant agrees to pay a security deposit of \$1,950.00 to be refunded upon  
15 vacating, returning the keys to the landlord and termination of the contract. The  
16 security deposit will be held intact by the landlord until at least thirty working days  
17 after the tenant vacates.

18 1.14 Powell provided the Agency with a handwritten ledger that she received from  
19 Pardee. The ledger was not dated and did not indicate the property address.

20 1.15 A review of the ledger shows Pardee collected funds in January, February, and  
21 March 2022, in the amount of \$1,550.00. \$1,050.00 was paid to Conrad and Pardee kept fees  
22 of \$500.00 for each month.

23 1.16 The ledger shows that Pardee collected funds on June 10, 2022, June 23, 2022,  
24 and July 7, 2022, in the amount of \$1,950.00. \$1,250.00 was paid to Conrad and Pardee kept  
25 fees of \$650.00. The ledger also shows a trade of \$50.00.

26 1.17 The ledger shows that Pardee collected funds in August, September, October,  
27 November, December 2022, and January 2023, in the amount of \$1,607.50, and appears to  
28 have charged 15 percent.

29 1.18 In her interview with Nunes, Powell stated that Conrad hired a new property  
30 manager, Squires, in March 2023.

1 1.19 Powell told Nunes that Conrad received two rent payments in April 2023. One  
2 from Pardee and one from Squires.

3 1.20 On March 23, 2023, Squires mailed a certified letter to Pardee's addresses of  
4 record, informing Pardee of the termination of his property management for the subject  
5 property, and requested records. The letter was returned to Squires as undeliverable.

6 1.21 Powell provided the Agency a screenshot of a text message from Pardee to  
7 Conrad, dated May 2, 2023. In the text, Pardee asked Conrad if he would care to square up  
8 accounts soon, stating he has the deposit for the unit and final invoices for previous work  
9 completed.

10 1.22 On July 20, 2023, Squires mailed a certified letter to Pardee's addresses of  
11 record and requested the security deposit and last month's rent for the subject property. The  
12 letter was returned to Squires as undeliverable.

13 1.23 On August 22, 2023, Squires mailed a letter to VanKlompberg informing her  
14 that her security deposit and last month's rent are under the care and control of Pardee.

15 1.24 In October and November of 2023, Nunes called and emailed Pardee requesting  
16 a response to both complaints. Nunes did not receive a response from Pardee.

17 1.25 On 05/15/24, the Agency held a settlement conference with Pardee and attorney  
18 Jack Graham (Graham). It was discussed that Pardee would return funds to the property  
19 owner and tenants.

20 1.26 On 05/24/24, the Agency received a copy of a cashier's check and a copy of  
21 ledgers showing funds were returned to the owner and tenants.

22  
23 **(1) Conclusion of Law:** By conducting property management activities without a license,  
24 Pardee engaged in the professional real estate activity as described in ORS 696.01014)(a),(b),  
25 2015, 2017, 2019, 2021, and 2023 Editions, which is a violation of ORS 696.020(2) 2015,  
26 2017, 2019, 2021, and 2023 Editions. Pardee is subject to a civil penalty under ORS  
27 696.990(4)(a)(b) 2015, 2017, 2019, 2021, and 2023 Editions.//

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29 //

30 2.

1 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real  
2 estate license, whether by operation of law, order of the Real Estate Commissioner or decision  
3 of a court of law, or the inactive status of the license, or voluntary surrender of the license by  
4 the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with  
5 an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee;  
6 (3) Take action against a licensee, including assessment of a civil penalty against the licensee  
7 for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or  
8 revoking a license.

9 3.

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

12 4.

13 STIPULATION AND WAIVER

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

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

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

4 ORDER

5 IT IS HEREBY ORDERED that, pursuant to ORS 696.397, Pardee immediately cease  
6 and desist from engaging in any professional real estate activity as defined in ORS  
7 696.010(17)(a) to (n) (2023 Edition) unless Pardee first obtains a real estate license from the  
8 Agency. The Commissioner's authority for this order is under ORS 696.397.

9 IT IS FURTHER ORDERED that, pursuant to ORS 696.990 and based upon the  
10 violation set forth above, Pardee pay a civil penalty in the sum of \$5,000.00, said penalty to be  
11 paid to the General Fund of the State Treasury by paying the same to the Agency.

12  
13 IT IS SO STIPULATED:

IT IS SO ORDERED:

14  
15 DocuSigned by:

16 *Autumn Pardee*

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17 AUTUMN PARDEE

18  
19 Date 7/23/2024 | 6:59 AM PDT

DocuSigned by:

15 *Steve Strode*

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17 STEVEN STRODE

18 Real Estate Commissioner

19 Date 7/23/2024 | 9:47 AM PDT

20  
21 Date of Service: 7/23/2024

