

1 **FINDINGS OF FACT**

2 On or about November 15, 2013, the Board's investigation revealed the following:

3 1. This complaint involves an appraisal by Respondent of a single family
4 residence located at 5902 W. Pierce Street, Phoenix, with an effective date of value of
5 September 23, 2008.

6 2. The Respondent accepted an appraisal assignment with a predetermined
7 indication of value. The appraisal request form from the client indicates an estimate of
8 value of \$185,000 and the Respondent's opinion of value is \$185,000. Average selling
9 prices in the subject neighborhood were lower than those of the comparable sales chosen.

10 3. The Comparable Sales are all chosen from outside of the subject's
11 immediate area in superior neighborhoods. No discussion or adjustments for location are
12 applied. The Respondent went 2-5 miles away for comparables in neighborhoods of
13 higher average selling prices. Although the neighborhood is identified as declining, no
14 adjustments are applied to sales that transferred over 6 months prior to the date of
15 appraisal.

16 4. Selecting comparable sales outside of the subject neighborhood in superior
17 locations and failing to make appropriate adjustments does not reflect recognized
18 appraisal methods and techniques and resulted in a misleading appraisal.

19 **CONCLUSIONS OF LAW**

20 Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of
21 Arizona must comply with the standards of practice adopted by the Board. The
22 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
23 at the time of the appraisal.

24 The conduct described above constitutes violations of the following provisions of
25 the USPAP, 2008-2009 edition:
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1 5. Respondent understands that he has a right to a public administrative
2 hearing concerning each and every allegation set forth in the above-captioned matter, at
3 which administrative hearing he could present evidence and cross-examine witnesses. By
4 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
5 rights to such an administrative hearing, as well as all rights of rehearing, review,
6 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
7 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
8 Agreement shall be irrevocable.

9 6. Respondent understands that this Consent Agreement, or any part thereof,
10 may be considered in any future disciplinary action against him.

11 7. The parties agree that this Consent Agreement constitutes final resolution
12 of this disciplinary matter.

13 8. Time is of the essence with regard to this agreement.

14 9. If Respondent fails to comply with the terms of this Consent Agreement,
15 the Board shall properly institute proceedings for noncompliance with this Consent
16 Agreement, which may result in suspension, revocation, or other disciplinary and/or
17 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
18 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
19 the provisions of the Board's statutes or the rules of the Board for the administration and
20 enforcement of its statutes.

21 10. Respondent understands that this Consent Agreement does not constitute a
22 dismissal or resolution of other matters currently pending before the Board, if any, and
23 does not constitute any waiver, express or implied, of the Board's statutory authority or
24 jurisdiction regard any other pending or future investigation, action or proceeding.
25 Respondent also understands that acceptance of this Consent Agreement does not
26 preclude any other agency, subdivision or officer of this state from instituting other civil

1 or criminal proceedings with respect to the conduct that is the subject of this Consent
2 Agreement.

3 11. Respondent understands that the foregoing Consent Agreement shall not
4 become effective unless and until adopted by the Board of Appraisal and executed on
5 behalf of the Board. Any modification to this original document is ineffective and void
6 unless mutually approved by the parties in writing.

7 12. Respondent understands that this Consent Agreement is a public record that
8 may be publicly disseminated as a formal action of the Board.

9 13. Pursuant to the Board's Substantive Policy Statement #1, the Board
10 considers the violations in the above-referenced matter to constitute to a **Level III**
11 **Violation.**

12 DATED this 17th day of March, 2014.

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17 Jay B. Clark
Respondent

Debra Rudd
Debra Rudd
Executive Director
Arizona Board of Appraisal

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20 **ORIGINAL** of the foregoing filed
this 17th day of March, 2014 with:

21 Arizona Board of Appraisal
22 15 S. 15th Ave., Suite 103A
Phoenix, Arizona 85007

23 **COPY** of the foregoing mailed regular
24 and certified mail 7012 3050 0002 0740 9316
this 17th day of March, 2014 to:

25 Jay B. Clark
26 6575 W. Villa Therese Dr.
Glendale, AZ 85308

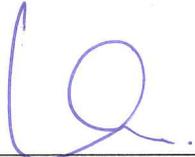
1 COPY of the foregoing mailed regular mail this 17th
day of March, 2014 to:

2 Adam Polson
3 Lewis Brisbois Bisgaard & Smith, LLP
4 Phoenix Plaza Tower II
5 2929 N. Central Ave.
6 Ste. 1700
7 Phoenix, AZ 85012

8 COPY of the foregoing sent or delivered
9 this 17th day of March, 2014 to:

10 Jeanne M. Galvin
11 Assistant Attorney General
12 Arizona Attorney General's Office
13 1275 West Washington, CIV/LES
14 Phoenix, Arizona 85007

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