

1 **BEFORE THE ARIZONA BOARD OF APPRAISAL**
2 **FOR THE STATE OF ARIZONA**

3 IN THE MATTER OF:

4 **WILLIAM WISNIEWSKI**

5 Holder of Certificate No. 21021; Certified
6 Residential Appraiser in the State of
7 Arizona,
8 Respondent.

Case No: 3772

**CONSENT AGREEMENT
and ORDER FOR PROBATION**

9
10 In the interest of a prompt and judicious settlement of the above-captioned matter
11 before the Arizona Board of Appraisal (“Board”) and consistent with public interest,
12 statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-3601
13 *et seq.* and A.R.S. §41-1092.07(F)(5), William Wisniewski (“Respondent”), holder of
14 Certificate No. 21021 and the Board enter into this Consent Agreement, Findings of Fact,
15 Conclusions of Law and Order (“Consent Agreement”) as the final disposition of this
16 matter.

17 On March 20, 2015, and May 22, 2015, the Board met to discuss Case No. 3772.
18 At the conclusion of the Board’s consideration of the matter Board voted to offer
19 Respondent a Consent Agreement and Order for Probation in lieu of further
20 administrative proceedings.

21
22 **JURISDICTION**

23 1. The Arizona State Board of Appraisal (“Board”) is the state agency
24 authorized pursuant to A.R.S. § 32-3601 *et seq.*, and the rules promulgated thereunder,
25 found in the Arizona Administrative Code (“A.A.C.” or “rules”) at R4-46-101 *et seq.*, to
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1 regulate and control the licensing and certification of real property appraisers in the State
2 of Arizona.

3 2. Respondent holds a certificate as a Certified Residential Appraiser in the
4 State of Arizona, Certificate No. 21021 issued on May 28, 2002, pursuant to A.R.S. § 32-
5 3612.

6 **CONSENT AGREEMENT**

7 Respondent understands and agrees that:

8 3. The Board has jurisdiction over Respondent and the subject matter pursuant
9 to A.R.S. § 32-3601 *et seq.*

10 4. Respondent has the right to consult with an attorney prior to entering into
11 this Consent Agreement.

12 5. Respondent has a right to a public hearing concerning this case. He further
13 acknowledges that at such formal hearing he could present evidence and cross-examine
14 witnesses. Respondent irrevocably waives his right to such a hearing.

15 6. Respondent irrevocably waives any right to rehearing or review or to any
16 judicial review or any other appeal of this matter.

17 7. This Consent Agreement shall be subject to the approval of the Board and
18 shall be effective only when signed by the Executive Director and accepted by the Board.
19 In the event that the Board does not approve this Consent Agreement, it is withdrawn and
20 shall be of no evidentiary value and shall not be relied upon nor introduced in any action
21 by any party, except that the parties agree that should the Board reject this Consent
22 Agreement and this case proceeds to hearing, Respondent will assert no claim that the
23 Board or the Superintendent was prejudiced by its review and discussion of this
24 document or any records relating thereto.

Standards Rule 1-1(c); Standards Rule 1-2(a)(b)(e)(i); Standards Rule 1-4(a);
Standards Rule 1-5(a); Standards Rule 2-1(a)(b)(c) and Standards Rule
2-2(a)(i)(ii)(iii)(viii)

ORDER

Factors in Aggravation: Upon determining that Respondent had violated certain USPAP provisions and in considering the discipline to be imposed, the Board considered Respondent's disciplinary history with Board which included the following:

<u>Case #</u>	<u>Date</u>	<u>Discipline</u>
2198	2007	Probation
3257	2012	Letter of Concern ¹
3064	2013	Probation
3638	2014	Probation

Based upon the foregoing the parties agree to the following:

20. Respondent's Certificate as a Certified Residential Appraiser shall be placed on probation for a period of six (6) months beginning the effective date of this Consent Agreement. The effective date of this Consent Agreement is July 6, 2015. During probation, Respondent shall comply with USPAP, Arizona Revised Statutes and Appraisal Board rules.

21. During the term of probation, Respondent shall: (a) demonstrate resolution of the problems that resulted in this disciplinary action; and (b) otherwise comply with the terms of this Consent Agreement.

¹ While a Letter of Concern is non-disciplinary, it may be considered against Respondent in future disciplinary actions.

1 22. Respondent shall successfully complete the following education within six
2 **(6) months** of the effective date of this Consent Agreement: a **fifteen (15) hour USPAP**
3 **course (with an exam)**. The education under this paragraph may not be counted toward
4 the continuing education requirements for the renewal of Respondent's certificate. The
5 same class may not be repeated to fulfill the education requirements of this Consent
6 Agreement
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8 23. Proof of completion of the required education must be submitted to the
9 Board or the Superintendent of the Department of Financial Institutions within 3 weeks
10 of completion of the required course. Respondent shall be responsible for all costs
11 associated with completing the coursework.
12

13 24. During the period of probation, Respondent shall complete a minimum of
14 **twelve (12) appraisal reports** under the supervision of an Arizona Certified Residential
15 or Certified General Appraiser who shall serve as Respondent's mentor ("Mentor").
16

17 25. During the probationary period, the Respondent shall not issue a verbal or
18 written appraisal, appraisal review, or consulting assignment without prior review and
19 approval by a Mentor. Not later than thirty (30) days after the effective date of this
20 Consent Agreement, Respondent shall submit to the staff the name and resume of an
21 Arizona Certified Residential or Arizona Certified General Appraiser who is willing to
22 serve as Respondent's Mentor together with a letter from the potential Mentor agreeing to
23 serve as Respondent's Mentor. If requested by staff, Respondent shall continue to submit
24 names, resumes, and letters agreeing to serve as Mentor until a Mentor is approved by the
25 Board. Any Mentor must be approved in writing by the Board, the Superintendent or his
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1 designee. The Mentor is subject to removal by the Board or the Superintendent for
2 nonperformance of the terms of this Consent Agreement.

3 26. Each report shall either be signed by the Mentor as a supervisory appraiser
4 or the Mentor must complete a written Standard 3 Review of each report ensuring that
5 the report complies with USPAP and the Board's statutes and rules. The Mentor's review
6 shall comply with the requirements of Standard 3 of the USPAP. The Mentor's Standard
7 3 review shall be completed before the report is issued to the client. Any changes the
8 Mentor requires to ensure the report complies with the USPAP shall be completed by the
9 Respondent and approved by the Mentor before the report is issued. The Mentor's written
10 Standard 3 review shall be maintained by the Mentor and made available to the Board or
11 the Superintendent upon request.
12

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14 27. The Mentor shall not have a business relationship with Respondent except
15 for the Mentor/Mentee relationship nor may the Mentor be related to Respondent. Any
16 replacement Mentor is subject to approval by the Board or the Superintendent and the
17 remaining terms of this Consent Agreement. The Board's Executive Director or the
18 Superintendent's designee may give temporary approval of the Mentor until the final
19 approval by the Board or the Superintendent.
20

21 28. Respondent shall bear all costs and expenses associated with the
22 mentorship.

23 29. The Mentor shall submit monthly reports to the Board or the
24 Superintendent for each calendar month during Respondent's probationary period
25 reflecting the quantity and quality of Respondent's work, including, but not limited to,
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1 improvement in Respondent's practice and resolution of those problems that prompted
2 this action. The Mentor's report shall be filed monthly beginning the 1st day of the first
3 month following the start of Respondent's probationary period and continuing each
4 month thereafter until termination of the probationary period. **Even if the Mentor**
5 **reviews no appraisals during a given month, a report stating that no appraisals were**
6 **reviewed or approved must be submitted.** It is the Respondent's responsibility to
7 ensure that the Mentor submits his/her reports monthly. If the monthly reporting date
8 falls on a Saturday, Sunday, or holiday, the report is due on the next business day. The
9 monthly report may be filed by regular mail, email or facsimile.

11 30. The Respondent shall file an appraisal log with the staff on a monthly basis
12 listing every Arizona appraisal that he has completed within the prior calendar month by
13 property address, appraisal type, valuation date, the Mentor's review date, the date the
14 appraisal was issued, and the number of hours worked on each assignment. The report
15 log shall be filed monthly beginning the 1st day of the first month following the start of
16 Respondent's probationary period and continuing each month thereafter until the Board
17 terminates the probation. If the log reporting date falls on a Saturday, Sunday, or
18 holiday, the report log is due on the next business day. **Even if Respondent performs**
19 **no appraisals within a given month, he must still file an appraisal log with the Board**
20 **showing that no appraisals were performed.** The monthly log report may be filed by
21 regular mail, email or facsimile.

24 31. The Board or the Superintendent reserves the right to audit any of
25 Respondent's reports and conduct peer review, as deemed necessary, during the
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1 probationary period. The Board or Superintendent may seek separate disciplinary action
2 against the Respondent for any violation of the applicable statutes and rules discovered in
3 an audit of the Respondent's appraisal reports provided under the terms of this Consent
4 Agreement.

5 32. Respondent's probation, including mentorship, shall continue until: (a)
6 Respondent petitions the Board or the Superintendent for termination as provided in
7 paragraph 33 and (b) the Board or the Superintendent terminates the probation and
8 mentorship. Upon petition by the Respondent for termination of the probation and
9 mentorship, the Board or the Superintendent will select and audit 3 of Respondent's
10 appraisal reports.
11

12 33. On or about October 6, 2015, Respondent may petition the Board/the
13 Superintendent for early termination of his mentorship and probation. If the
14 Board/Superintendent determines that Respondent has not complied with all the
15 requirements of this Consent Agreement, the Board/Superintendent, at its/his sole
16 discretion, may either: (a) continue the probation, including mentorship; or (b) institute
17 proceedings for noncompliance with this Consent Agreement, which may result in
18 suspension, revocation, or other disciplinary and/or remedial action.
19
20

21 34. Respondent shall not act as a supervising appraiser for other appraisers or
22 trainees, nor shall he act as a mentor, during the term of the probation. Respondent shall
23 also not teach any course related to real estate appraisals during the term of the probation.
24

25 35. Respondent shall comply with the Uniform Standards of Professional
26 Appraisal Practice in performing all appraisals and all Board statutes and rules.

1 36. If, between the effective date of this Consent Agreement and the
2 termination of Respondent's probation, Respondent fails to renew his certificate while
3 under this Consent Agreement and subsequently applies for a license or certificate, the
4 remaining terms of this Consent Agreement, including probation and mentorship, shall be
5 imposed if the application for license or certificate is granted.
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7 37. Respondent has read and understands this Consent Agreement as set forth
8 herein, and has had the opportunity to discuss this Consent Agreement with an attorney
9 or has waived the opportunity to discuss this Consent Agreement with an attorney.
10 Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding
11 the expense and uncertainty of an administrative hearing.
12

13 38. Respondent understands that he has a right to a public administrative
14 hearing concerning each and every allegation set forth in the above-captioned matter, at
15 which administrative hearing he could present evidence and cross-examine witnesses. By
16 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
17 rights to such an administrative hearing, as well as all rights of rehearing, review,
18 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
19 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
20 Agreement shall be irrevocable.
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22 39. Respondent understands that this Consent Agreement, or any part thereof,
23 may be considered in any future disciplinary action against him.
24

25 40. The parties agree that this Consent Agreement constitutes final resolution
26 of this disciplinary matter.

1 41. Time is of the essence with regard to this agreement.

2 42. If Respondent fails to comply with the terms of this Consent Agreement,
3 the Superintendent shall properly institute proceedings for noncompliance with this
4 Consent Agreement, which may result in suspension, revocation, or other disciplinary
5 and/or remedial actions. Respondent agrees that any violation of this Consent Agreement
6 is a violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any
7 of the provisions of the statutes or the rules regulating the professional appraisal practice.
8

9 43. Respondent understands that this Consent Agreement does not constitute a
10 dismissal or resolution of other matters currently pending before the Board or the
11 Superintendent, if any, and does not constitute any waiver, express or implied, of the
12 Board's/Superintendent's statutory authority or jurisdiction regard any other pending or
13 future investigation, action or proceeding. Respondent also understands that acceptance
14 of this Consent Agreement does not preclude any other agency, subdivision or officer of
15 this state from instituting other civil or criminal proceedings with respect to the conduct
16 that is the subject of this Consent Agreement.
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18 44. Respondent understands that the foregoing Consent Agreement shall not
19 become effective unless and until adopted by the Board of Appraisal or the
20 Superintendent and executed on behalf of the Board or the Superintendent. Any
21 modification to this original document is ineffective and void unless mutually approved
22 by the parties in writing.
23

24 45. Respondent understands that this Consent Agreement is a public record that
25 may be publicly disseminated as a formal action.
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1 46. Pursuant to the Board's Substantive Policy Statement #1, the Board
2 considers the violation in the above-referenced matter to constitute to a Level IV
3 Violation.

4
5 DATED this 22 day of June, 2015.

6 ARIZONA STATE BOARD OF
7 APPRAISAL

8
9 William Wisniewski
10 Respondent

11 Debra J. Rudd
12 Executive Director, Arizona State Board of
13 Appraisal

14 ORIGINAL filed
15 this 2d day of July, 2015 to:

16 Arizona State Board of
17 Appraisal
18 15 S. 15th Avenue, Ste. 103A
19 Phoenix, Arizona 85007

20 COPY of the foregoing mailed
21 Via regular and certified mail # 7012 3050 0002 0740 5516
22 this 2d day of July 2015 to:

23 William Wisniewski
24 4802 E. Ray Road
25 Ste. 23-223
26 Phoenix, AZ 85044

1 **COPY** of the foregoing mailed this
2nd day of July 2015 to:

2 Michael Orcutt, Esq.
3 Lipson, Neilson, Cole, Seltzer & Garin, P.C.
4 One East Camelback Road, Suite 550
Phoenix, Arizona 85012

5 Jeanne M. Galvin
6 Assistant Attorney General
1275 W. Washington Street CIV/LES
Phoenix, Arizona 85007
7 Attorney for the State of Arizona

8
9 By:  _____
Kelly Lutajin

10 Doc # 4513809

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