

1 October 25, 2004 (“2004 Order”). The 2004 Order is attached as **Exhibit A** and
2 incorporated fully herein.

3 4. The 2004 Order required, among other things, that Respondent be placed
4 on probation for a period of twenty-four (24) months. During the probationary period,
5 Respondent was not to issue a verbal or written appraisal, appraisal review or consulting
6 assignment without prior review and approval by a mentor.
7

8 5. While Respondent is currently working under the supervision of a mentor
9 in compliance with the 2004 Order, Respondent failed to work under the supervision of a
10 mentor in noncompliance with the 2004 Order for many months.
11

12 6. The 2004 Order required that Respondent file an appraisal log during each
13 month of his probationary period listing every Arizona appraisal that he completed by
14 property address, appraisal type, valuation date, mentor’s review date, the date the
15 appraisal was issued, and the number of hours worked on the assignment.
16

17 7. While Respondent is currently filing monthly logs, Respondent failed to
18 file monthly logs for many months in noncompliance with the 2004 Order.

19 8. The 2004 Order required that Respondent’s mentor submit monthly reports
20 for each month of Respondent’s probationary period reflecting the quantity and quality of
21 Respondent’s work.
22

23 9. While Respondent’s mentor is currently filing monthly reports, Respondent
24 failed to ensure that his mentor file monthly reports for many months in noncompliance
25 with the 2004 Order.
26

1 resolution of the problems that resulted in this disciplinary action and the 2004 Order;
2 and (b) otherwise comply with the terms of this Consent Agreement.

3 2. Within **12 months** from the effective date of this Consent Agreement,
4 Respondent shall complete at least **12 appraisal reports** under the supervision of an
5 Arizona Certified General Appraiser who shall serve as Respondent's mentor
6 ("Mentor");

7 3. Respondent shall successfully complete the following education within
8 **12 months** of the effective date of this Consent Agreement: at least 90 hours of
9 qualifying (with a test) education in appraisal course work.

10 4. The education required under paragraph 3 may not be counted toward
11 the continuing education requirements for the renewal of Respondent's certificate.
12 The same class may not be repeated to fulfill the education requirements in paragraph
13 3.

14 5. During the probationary period, the Respondent shall not issue a verbal
15 or written appraisal, appraisal review, or consulting assignment without prior review
16 and approval by the Mentor. Each report shall be signed by the Mentor as a
17 supervisory appraiser.

18 6. The Board approves Larry D. Schnepf to act as Respondent's Mentor.
19 The Mentor is subject to removal by the Board for nonperformance of the terms of
20 this Consent Agreement. Any replacement Mentor is subject to the Board's approval
21 and the remaining terms of this Consent Agreement.

22 7. Within 30 days of the resignation or termination of a Mentor,
23 Respondent must submit to the Board the name and resume of an Arizona Certified
24 General Appraiser who is willing to serve as Respondent's replacement Mentor
25 together with a letter from the potential Mentor agreeing to serve as Respondent's
26

1 Mentor. The Mentor may not be related to Respondent and may not have a business
2 relationship with Respondent other than the Mentor/Mentee arrangement. If requested
3 by Board staff, Respondent shall continue to submit names, resumes, and letters
4 agreeing to serve as Mentor until a mentor is approved by the Board. Any Mentor
5 must be approved in writing by the Board. The Board's Executive Director may give
6 temporary approval of a Mentor until the next regular meeting of the Board.

7 8. Respondent shall bear all costs and expenses associated with the
8 mentorship and incurred in attending the courses.

9 9. The Mentor shall submit monthly reports to the Board for each calendar
10 month during Respondent's probationary period reflecting the quantity and quality of
11 Respondent's work, including, but not limited to, improvement in Respondent's
12 practice and resolution of those problems that prompted this action. The Mentor's
13 report shall be filed monthly beginning the 15th day of the first month following the
14 start of Respondent's probationary period and continuing each month thereafter until
15 termination of the probationary period by the Board. **Even if the Mentor reviews no**
16 **appraisals during a given month, a report stating that no appraisals were**
17 **reviewed or approved must be submitted. It is the Respondent's responsibility to**
18 **ensure that the Mentor submits his/her reports monthly.** If the monthly reporting date
19 falls on a Saturday, Sunday, or holiday, the report is due on the next business day.

20 The monthly report may be filed by mail or facsimile.

21 10. The Respondent shall file an appraisal log with the Board on a monthly
22 basis listing every Arizona appraisal that he has completed within the prior calendar
23 month by property address, appraisal type, valuation date, the Mentor's review date,
24 the date the appraisal was issued, and the number of hours worked on each
25 assignment. The report log shall be filed monthly beginning the 15th day of the first
26

1 month following the start of Respondent's probationary period and continuing each
2 month thereafter until the Board terminates the probation. If the log reporting date
3 falls on a Saturday, Sunday, or holiday, the report log is due on the next business day.

4 **Even if Respondent performs no appraisals within a given month, he must still**
5 **file an appraisal log with the Board showing that no appraisals were performed.**

6 The monthly log report may be field by mail or facsimile.

7 11. The Board reserves the right to audit any of Respondent's reports and
8 conduct peer review, as deemed necessary, during the probationary period. The Board
9 may, in its discretion, seek separate disciplinary action against the Respondent for any
10 violation of the applicable statutes and rules discovered in an audit of the
11 Respondent's appraisal reports provided to the Board under the terms of this Consent
12 Agreement.

13 12. Respondent's probation, including mentorship, shall continue until: (a)
14 Respondent petitions the Board for termination as provided in paragraphs 13 and 14,
15 and (b) the Board terminates the probation and mentorship. Upon petition by the
16 Respondent for termination of the probation and mentorship, the Board will select and
17 audit 3 of Respondent's appraisal reports.

18 13. At the end of nine (9) months from the effective date of this Order or upon
19 the completion of twelve (12) appraisals under a mentor, whichever is longer, the
20 Respondent may petition the Board for **early** termination of his mentorship and probation
21 if Respondent has also completed the education required under paragraph 3. If the Board
22 determines that Respondent has not complied with all the requirements of this Consent
23 Agreement, the Board, at its sole discretion, may continue the probation, including
24 mentorship.

25 14. If not terminated earlier, at the end of 12 (twelve) months from the effective
26 date of this Order, Respondent must petition the Board for termination of his mentorship

1 and probation. If the Board determines that Respondent has not complied with all the
2 requirements of this Consent Agreement, the Board, at its sole discretion, may either: (a)
3 continue the probation, including mentorship; or (b) institute proceedings for
4 noncompliance with this Order, which may result in suspension, revocation, or other
5 disciplinary and/or remedial action.

6 15. Respondent shall not act as a supervising appraiser for other appraisers or
7 trainees, nor shall he act as a mentor, during the term of the probation. Respondent shall
8 also not teach any course related to real estate appraisals during the term of the probation.

9 16. Respondent shall comply with the Uniform Standards of Professional
10 Appraisal Practice in performing all appraisals.

11 17. If, between the effective date of this Consent Agreement and the
12 termination of Respondent's probation by the Board, Respondent fails to renew his
13 license while under this Consent Agreement and subsequently applies for a license or
14 certificate, the remaining terms of this Consent Agreement, including probation and
15 mentorship, shall be imposed if the application for license or certificate is granted.

16 18. Respondent has read and understands this Consent Agreement as set
17 forth herein, and has had the opportunity to discuss this Consent Agreement with an
18 attorney or has waived the opportunity to discuss this Consent Agreement with an
19 attorney. Respondent voluntarily enters into this Consent Agreement for the purpose
20 of avoiding the expense and uncertainty of an administrative hearing.

21 19. Respondent understands that he has a right to a public administrative
22 hearing concerning each and every allegation set forth in the above-captioned matter,
23 at which administrative hearing he could present evidence and cross-examine
24 witnesses. By entering into this Consent Agreement, Respondent freely and
25 voluntarily relinquishes all rights to such an administrative hearing, as well as all
26 rights of rehearing, review, reconsideration, appeal, judicial review or any other

1 administrative and/or judicial action, concerning the matters set forth herein.

2 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

3 20. Respondent understands that this Consent Agreement, or any part
4 thereof, may be considered in any future disciplinary action against him.

5 21. The parties agree that this Consent Agreement constitutes final
6 resolution of this disciplinary matter. Respondent will comply with the Order of
7 Discipline in this Consent Agreement instead of the Order of Probation in the 2004
8 Order.

9 22. Time is of the essence with regard to this agreement.

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

17 24. Respondent understands that this Consent Agreement does not constitute
18 a dismissal or resolution of other matters currently pending before the Board, if any,
19 and does not constitute any waiver, express or implied, of the Board's statutory
20 authority or jurisdiction regard any other pending or future investigation, action or
21 proceeding. Respondent also understands that acceptance of this Consent Agreement
22 does not preclude any other agency, subdivision or officer of this state from instituting
23 other civil or criminal proceedings with respect to the conduct that is the subject of
24 this Consent Agreement.

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

5 26. Respondent understands that this Consent Agreement is a public record
6 that may be publicly disseminated as a formal action of the Board.

7 27. Pursuant to the Board's Substantive Policy Statement #1, the Board
8 considers this violation to amount to a Level V Violation.

9 DATED this ^{4th}~~25th~~ day of ^{February}~~January~~, 2008.

10
11 

12 Lawrence E. Bloom, Respondent

11 

12 Deborah G. Pearson
13 Executive Director
14 Arizona State Board of Appraisal

15 **ORIGINAL** of the foregoing filed
16 this ^{29th} day of January, 2008 with:

17 Arizona Board of Appraisal
18 1400 W. Washington Street, Suite 360
19 Phoenix, Arizona 85007

20 **COPY** of the foregoing mailed regular and U.S.
21 Certified Mail # ^{7006 0100 0002 8652 4384}
22 this ^{4th} day of ^{February}~~January~~, 2008 to:

23 Lawrence E. Bloom
24 9842 E. San Salvador Drive
25 Scottsdale, Arizona 85258
26 Respondent

1 **COPY** of the foregoing sent or delivered
this 4th day of ~~January~~, 2008 to:

2 *February*
3 Jeanne M. Galvin
4 Assistant Attorney General
5 Arizona Attorney General's Office
6 1275 W. Washington, CIV/LES
7 Phoenix, Arizona 85007

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By *Andrew G. Lear*

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