

1 § 32-3612.

2 **CONSENT AGREEMENT**

3 Respondent understands and agrees that:

4 1. The Board has jurisdiction over Respondent and the subject matter pursuant
5 to A.R.S. § 32-3601 *et seq.*

6 2. Respondent has the right to consult with an attorney prior to entering into
7 this Consent Agreement.

8 3. Respondent has a right to a public hearing concerning this case. She further
9 acknowledges that at such formal hearing she could present evidence and cross-examine
10 witnesses. Respondent irrevocably waives her right to such a hearing.

11 4. Respondent irrevocably waives any right to rehearing or review or to any
12 judicial review or any other appeal of this matter.

13 5. This Consent Agreement shall be subject to the approval of the Board and
14 shall be effective only when accepted by the Board and signed by the Executive Director.
15 In the event that the Board does not approve this Consent Agreement, it is withdrawn and
16 shall be of no evidentiary value and shall not be relied upon nor introduced in any action
17 by any party, except that the parties agree that should the Board reject this Consent
18 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the
19 Board was prejudiced by its review and discussion of this document or any records
20 relating thereto.
21
22
23
24
25
26

1 accepted by the Board as evidenced by the signature of the Board's Executive
2 Director

3 2. Respondent has read and understands this Consent Agreement for
4 Voluntary Surrender as set forth herein, and has had the opportunity to discuss this
5 Consent Agreement for Voluntary Surrender with an attorney or has waived the
6 opportunity to discuss this Consent Agreement for Voluntary Surrender with an
7 attorney. Respondent voluntarily enters into this Consent Agreement for Voluntary
8 Surrender for the purpose of avoiding the expense and uncertainty of an administrative
9 hearing.

10 3. Respondent understands that she has a right to a public administrative
11 hearing concerning each and every allegation set forth in the above-captioned matter,
12 at which administrative hearing he could present evidence and cross-examine
13 witnesses. By entering into this Consent Agreement for Voluntary Surrender,
14 Respondent freely and voluntarily relinquishes all rights to such an administrative
15 hearing, as well as all rights of rehearing, review, reconsideration, appeal, judicial
16 review or any other administrative and/or judicial action, concerning the matters set
17 forth herein. Respondent affirmatively agrees that this Consent Agreement for
18 Voluntary Surrender shall be irrevocable. Respondent further waives any and all
19 claims or causes of action, whether known or unknown, that Respondent may have
20 against the State of Arizona, the Board, its members, officers, employees and/or
21 agents arising out of this matter.

22 4. Respondent understands that this Consent Agreement for Voluntary
23 Surrender, or any part thereof, may be considered in any future disciplinary action
24 against her or in any future decision regarding re-certification.

25 5. The parties agree that this Consent Agreement for Voluntary Surrender
26 constitutes final resolution of this disciplinary matter.

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

2 7. Respondent understands that this Consent Agreement for Voluntary
3 Surrender does not constitute a dismissal or resolution of other matters currently
4 pending before the Board, if any, and does not constitute any waiver, express or
5 implied, of the Board's statutory authority or jurisdiction regarding any other pending
6 or future investigation, action or proceeding. Respondent also understands that
7 acceptance of this Consent Agreement for Voluntary Surrender does not preclude any
8 other agency, subdivision or officer of this state from instituting other civil or criminal
9 proceedings with respect to the conduct that is the subject of this Consent Agreement
10 for Voluntary Surrender.

11 8. Respondent understands that the foregoing Consent Agreement for
12 Voluntary Surrender shall not become effective unless and until adopted by the Board
13 of Appraisal and executed on behalf of the Board. Any modification to this original
14 document is ineffective and void unless mutually approved by the parties in writing.

15 9. Respondent understands that this Consent Agreement for Voluntary
16 Surrender is a public record that may be publicly disseminated as a formal action of
17 the Board.

18 10. Pursuant to the Board's Substantive Policy Statement #1, the Board
19 considers the violations in the above-referenced matter to constitute to **Level II**
20 **Violations.**

21 DATED this 4th day of April 2011.

22 Danielle Cassatt
23 Danielle Cassatt
24 Respondent

Dan Pietropaulo
Dan Pietropaulo, Executive Director
Arizona Board of Appraisal

25 **ORIGINAL** of the foregoing filed
this 4 day of April, 2011 with:

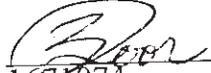
26 Arizona Board of Appraisal
1400 W. Washington Street, Suite 360
Phoenix, AZ 85007

1 **COPY** of the foregoing mailed regular and
2 Certified mail 70071680 0000 7387 5872
3 this 4 day of April, 2011 to:

4 Danielle Cassatt
5 2525 S. McClintock Dr.
6 #107
7 Tempe, AZ 85282

8 **COPY** of the foregoing sent or delivered
9 this 4 day of April, 2011 to:

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

15 
16 1671074
17 *Rebecca M. Lear*

18
19
20
21
22
23
24
25
26