

1 FINDINGS OF FACT

2 On or about January 21, 2011, the Board's investigation revealed the following:

3 1. This matter deals with an appraisal review Respondent conducted of an
4 appraisal involving property at 2242 Bootlegger Drive, Overgaard, AZ 85933 with an
5 effective date of value of September 7, 2010. The date of the review appraisal is
6 September 27, 2010.

7 2. Respondent's review appraisal utilized comparables that were 30 miles
8 away from the subject and indicated a different opinion of value.

9 3. The Board expressed its concern that Respondent is not geographically
10 competent to conduct reviews of appraisal of property throughout the entire State of
11 Arizona.

12 CONCLUSIONS OF LAW

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

17 The conduct described above constitutes violations of the following provisions of
18 the USPAP, 2010-2011 edition:

19 **The Competency Rule.**

20 ORDER

21 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
22 agree to the following:

23 1. **Upon the effective date of this Consent Agreement, Respondent's**
24 **Certificate as a Certified Residential Appraiser shall be placed on probation for a**
25 **minimum period of six (6) months.** During probation, Respondent shall (a)
26 demonstrate resolution of the problems that resulted in this disciplinary action; (b)

1 comply with the terms of this Consent Agreement and Order and (c) comply with
2 USPAP, Arizona Revised Statutes and Appraisal Board rules. **The effective date of this**
3 **Consent Agreement is the date that it is signed by the Board's Executive Director on**
4 **behalf of the Board.**

5 2. In addition, during the period of probation, Respondent shall **limit his**
6 **appraisal practice to performing appraisals and appraisal reviews only within**
7 **Maricopa County, Arizona.**

8 3. Within fifteen (15) days of the effective date of this Consent Agreement
9 and Order, Respondent shall submit to the Board his log of appraisal reviews performed
10 within the previous thirty (30) days. The Board reserves the right to review this log and
11 audit any of Respondent's reports as deemed necessary. The Board may, in its discretion,
12 seek separate disciplinary action against the Respondent for any violation of the
13 applicable statutes and rules discovered in an audit of the Respondent's appraisal reports
14 provided to the Board under the terms of this Consent Agreement.

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

26

1 5. Respondent's probation shall continue until: (a) Respondent petitions the
2 Board for termination as provided in paragraph 7, and (b) the Board terminates the
3 probation. Upon petition by the Respondent for termination of the probation, the Board
4 will select and audit 3 of Respondent's appraisal reports.

5 6. Prior to the termination of his probation, Respondent shall submit to the
6 Board written and documentary evidence of efforts he has undertaken to ensure that he is
7 geographically competent in the areas of Arizona where he intends to conduct
8 appraisals/appraisal reviews. The Board shall review this information prior to taking
9 action to terminate Respondent's probation. It is Respondent's responsibility to acquire
10 geographic competency in those areas of Arizona in which he intends to appraise in the
11 future. Further, it is Respondent's responsibility to demonstrate to the Board that he is
12 geographically competent and explain how he obtained that competency. How
13 Respondent obtains the necessary geographic competency is within his discretion.

14 7. At the end of **six (6) months** from the effective date of this Consent
15 Agreement, the Respondent may petition the Board for termination of his probation. If
16 the Board determines that Respondent has not complied with **all** the requirements of this
17 Consent Agreement, the Board, at its sole discretion, may either: (a) continue the
18 probation or (b) institute proceedings for noncompliance with this Consent Agreement,
19 which may result in suspension, revocation, or other disciplinary and/or remedial action.

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

23 9. Respondent shall comply with the Uniform Standards of Professional
24 Appraisal Practice in performing all appraisals and all Board statutes and rules.

25 10. If, between the effective date of this Consent Agreement and the
26 termination of Respondent's probation by the Board, Respondent fails to renew his

1 license while under this Consent Agreement and subsequently applies for a license or
2 certificate, the remaining terms of this Consent Agreement, including probation and
3 mentorship, shall be imposed if the application for license or certificate is granted.

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

9 12. Respondent understands that he has a right to a public administrative
10 hearing concerning each and every allegation set forth in the above-captioned matter, at
11 which administrative hearing he could present evidence and cross-examine witnesses. By
12 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
13 rights to such an administrative hearing, as well as all rights of rehearing, review,
14 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
15 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
16 Agreement shall be irrevocable.

17 13. Respondent understands that this Consent Agreement, or any part thereof,
18 may be considered in any future disciplinary action against him.

19 14. The parties agree that this Consent Agreement constitutes final resolution
20 of this disciplinary matter.

21 15. Time is of the essence with regard to this agreement.

22 16. If Respondent fails to comply with the terms of this Consent Agreement,
23 the Board shall properly institute proceedings for noncompliance with this Consent
24 Agreement, which may result in suspension, revocation, or other disciplinary and/or
25 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
26 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of

1 the provisions of the Board's statutes or the rules of the Board for the administration and
2 enforcement of its statutes.

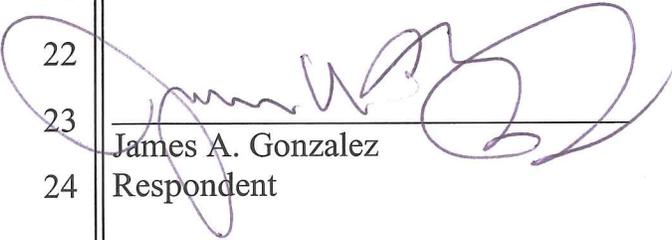
3 17. Respondent understands that this Consent Agreement does not constitute a
4 dismissal or resolution of other matters currently pending before the Board, if any, and
5 does not constitute any waiver, express or implied, of the Board's statutory authority or
6 jurisdiction regard any other pending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

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

15 19. Respondent understands that this Consent Agreement is a public record that
16 may be publicly disseminated as a formal action of the Board.

17 20. Pursuant to the Board's Substantive Policy Statement #1, the Board
18 considers the violations in the above-referenced matters to constitute to a **Level IV**
19 **Violation.**

20 DATED this ^{9th}~~20th~~ day of ^{November}~~OCTOBER~~, 2011.

21
22
23 
24 James A. Gonzalez
25 Respondent

23 
24 Dan Pietropaulo
25 Executive Director
26 Arizona Board of Appraisal

26 ORIGINAL of the foregoing filed
this 9 day of November, 2011 with:

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Arizona Board of Appraisal
1400 West Washington Street, Suite 360
Phoenix, Arizona 85007

COPY of the foregoing mailed regular
and certified mail 7009 1680 0000 7387 1788
this 9th day of November, 2011 to:

Mr. James A. Gonzalez
17035 West Central Street
Surprise, Arizona 85388

COPY of the foregoing sent or delivered
this 9th day of November, 2011 to:

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

By: 
1659410
Rebecen M. Loar, Reg. Compliance Officer