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ARIZONA BOARD OF APPRAISAL

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

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In the Matter of:

**DAWNA KHOURDEPAZ (f.n.a.
"ROGERS")**
Licensed Residential Appraiser
License No. 11124

Case No. 2444

CONSENT AGREEMENT AND ORDER

In the interest of a prompt and judicious settlement of the above-captioned matter before the Arizona Board of Appraisal ("Board") and consistent with public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-3601 *et seq.* and A.R.S. §41-1092.07(F)(5), Dawna Khourdepaz (f.n.a. "Rogers"), ("Respondent"), holder of license no. 11124 and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as the final disposition of this matter.

On February 21, 2008, the Board held an Informal Hearing to discuss Case No. 2444; Respondent appeared personally and on her own behalf. At the conclusion of the Informal Hearing, the Board voted to offer the Respondent a Consent Agreement and Order of Discipline in lieu of further administrative proceedings.

JURISDICTION

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

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- e. The Respondent noted on the appraisal report that there were no “external or locational obsolescence.” In fact, the subject property is located on a major arterial street and sides up to a City of Scottsdale Well cite. The location is not discussed in the report nor are any location adjustments applied to any of the comparables.
- f. The Respondent states that the subject was under contract for \$650,000 dated April 19, 2007, however, the date of the appraisal report is April 18, 2007, one day prior to the contract date. Respondent’s workfile contained no copy of the purchase contract or the MLS listing, making a marketing history unavailable. It is known that the subject did not close escrow at the \$650,000 contract price and at the date of the investigation is currently re-listed for \$549,000.
- g. The subject property site is 27,500 square feet and is unusually small for the area as most sites are 1-2 acres. However, the land value estimate in the appraisal’s Cost Approach at \$70,000 is significantly below most recent land sales in the subject market area of \$540,000 to \$800,000 for 1-2 acre properties.
- h. Comparable No. 2 is located on a golf course lot in Pinnacle Peak Country Club, a gated community. The Respondent makes no location/view adjustment and applies a \$10,000 upward adjustment for smaller lot size.

- 1 i. The appraisal report, as written, includes a \$10,000 line item in the Cost
2 Approach that Respondent fails to describe or discuss.
- 3 j. The Respondent notes that in conducting the appraisal, the primary
4 emphasis was on Sales Comparison Approach and that the Cost
5 Approach supports that value. In fact, Respondent's Sales Comparison
6 Approach conclusion is \$813,000 and the Respondent's Cost Approach
7 conclusion is \$293,396.

8
9 **CONCLUSIONS OF LAW**

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

14 2. The conduct described above constitutes violations of the following
15 provisions of the USPAP, 2006 edition: Standards Rule 1-1(a), (b) and (c); Standards
16 Rule 1-5(a); Standards Rule 2-1 (a); and Standards Ethics Rule – Conduct.

17
18 **ORDER**

19
20 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
21 agree to the following:

22 1. **Upon the effective date of this Consent Agreement, Respondent's**
23 **License as a Licensed Residential Appraiser shall be placed on probation for a**
24 **minimum period of six (6) months.** During probation, Respondent shall comply with
25 USPAP, Arizona Revised Statutes and Appraisal Board rules.
26

1 2. Respondent shall successfully complete the following education prior to
2 the termination of probation: **Thirty (30) hours of basic appraisal techniques**
3 **including sales, practice and principles and sales comparison (with an**
4 **examination)**. In addition, Respondent shall complete a **minimum of six (6) hours**
5 **of education in the area of mortgage fraud**. The education required under this
6 paragraph may be counted toward the continuing education requirements for the
7 renewal of Respondent's certificate. The same class may not be repeated to fulfill the
8 education requirements of this Consent Agreement

9 Proof of completion of the required education must be submitted to the Board
10 within 3 weeks of completion of the required courses.

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

14 4. During the period of probation, Respondent shall complete a minimum
15 of **fifteen (15) appraisal reports** under the supervision of an Arizona Certified
16 Residential or Certified General Appraiser who shall serve as Respondent's mentor
17 ("Mentor"). The Mentor shall be either an Arizona Certified Residential or General
18 Appraiser.

19 5. **During the probationary period, the Respondent shall not issue a**
20 **verbal or written appraisal, appraisal review, or consulting assignment without**
21 **prior review and approval by a Mentor**. Each report shall be signed by the Mentor
22 as a supervisory appraiser. After six-months, the requirement of pre-approval of
23 appraisals by a mentor may be terminated upon approval by the Board **if** Respondent
24 has complied with the conditions set out in this Order.

25 6. The Mentor must be approved by the Board and is subject to removal by
26 the Board for nonperformance of the terms of this Consent Agreement. The Mentor

1 may not have a business relationship with Respondent except for the Mentor/Mentee
2 relationship nor may the Mentor be related to Respondent. Any replacement Mentor
3 is subject to the Board's approval and the remaining terms of this Consent Agreement.
4 The Board's Executive Director may give temporary approval of the Mentor until the
5 next regular meeting of the Board.

6 7. Not more than **30 days** after the effective date of this Consent
7 Agreement, Respondent shall submit to the Board the name and resume of an Arizona
8 Certified Residential or Arizona Certified General Appraiser who is willing to serve as
9 Respondent's Mentor together with a letter from the potential Mentor agreeing to
10 serve as Respondent's Mentor. If requested by Board staff, Respondent shall continue
11 to submit names, resumes, and letters agreeing to serve as Mentor until a Mentor is
12 approved by the Board. Any Mentor must be approved in writing by the Board.

13 8. Respondent shall bear all costs and expenses associated with the
14 mentorship and incurred in attended the courses.

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

1 10. The Respondent shall file an appraisal log with the Board on a monthly
2 basis listing every Arizona appraisal that she has completed within the prior calendar
3 month by property address, appraisal type, valuation date, the Mentor's review date,
4 the date the appraisal was issued, and the number of hours worked on each
5 assignment. The report log shall be filed monthly beginning the 15th day of the first
6 month following the start of Respondent's probationary period and continuing each
7 month thereafter until the Board terminates the probation. If the log reporting date
8 falls on a Saturday, Sunday, or holiday, the report log is due on the next business day.
9 **Even if Respondent performs no appraisals within a given month, she must still**
10 **file an appraisal log with the Board showing that no appraisals were performed.**
11 The monthly log report may be filed by mail or facsimile.

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

18 12. Respondent's probation, including mentorship, shall continue until: (a)
19 Respondent petitions the Board for termination as provided in paragraph 13, and (b)
20 the Board terminates the probation and mentorship. Upon petition by the Respondent
21 for termination of the probation and mentorship, the Board will select and audit 3 of
22 Respondent's appraisal reports.

23 13. At the end of **six (6) months** from the effective date of this Consent
24 Agreement, the Respondent must petition the Board for termination of her mentorship
25 and probation. If the Board determines that Respondent has not complied with **all** the
26 requirements of this Consent Agreement, the Board, at its sole discretion, may either:

1 (a) continue the probation, including mentorship; or (b) institute proceedings for
2 noncompliance with this Consent Agreement, which may result in suspension,
3 revocation, or other disciplinary and/or remedial action.

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

7
8 15. Respondent shall comply with the Uniform Standards of Professional
9 Appraisal Practice in performing all appraisals and all Board statutes and rules.

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

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

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

1 19. Respondent understands that this Consent Agreement, or any part
2 thereof, may be considered in any future disciplinary action against her.

3 20. The parties agree that this Consent Agreement constitutes final
4 resolution of this disciplinary matter.

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

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

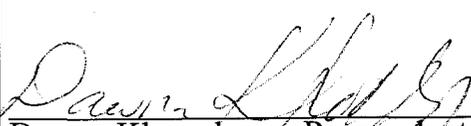
13 23. Respondent understands that this Consent Agreement does not constitute
14 a dismissal or resolution of other matters currently pending before the Board, if any,
15 and does not constitute any waiver, express or implied, of the Board's statutory
16 authority or jurisdiction regard any other pending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

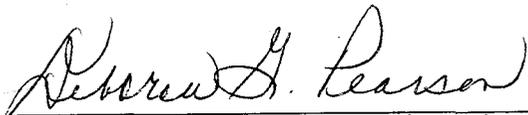
21 24. Respondent understands that the foregoing Consent Agreement shall not
22 become effective unless and until adopted by the Board of Appraisal and executed on
23 behalf of the Board. Any modification to this original document is ineffective and
24 void unless mutually approved by the parties in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

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

1 26. Pursuant to the Board's Substantive Policy Statement #1, the Board
2 considers the violations in the above-mentioned case to constitute to a **Level III**
3 **Violation.** ^{28th}

4 DATED this 26 day of January, 2009.

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7 
8 Dawna Khourdepaz, Respondent


Deborah G. Pearson, Executive Director
Arizona Board of Appraisal

9
10 **ORIGINAL** of the foregoing filed
11 this ~~26~~^{28th} day of January, 2009 with:

12 Arizona Board of Appraisal
13 1400 W. Washington Street, Suite 360
14 Phoenix, Arizona 85007

15 **COPY** of the foregoing mailed regular mail and certified mail 7007 2560 0001 3358 8638
16 this ~~26~~^{29th} day of January, 2009 to:

17 Dawna Khourdepaz
18 1882 S. Tremont Street
19 Kansas City, Kansas 66103

20 **COPY** of the foregoing sent or delivered
21 this ~~26~~^{28th} day of January, 2009 to:

22 Jeanne M. Galvin
23 Assistant Attorney General
24 Arizona Attorney General's Office
25 1275 W. Washington, CIV/LES
26 Phoenix, Arizona 85007

By: 

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