BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

In the Matter of: **WADE A. LAVIGNE** Licensed Residential Appraiser License No. 11042	Case Nos. 3196 and 3210 **CONSENT AGREEMENT AND ORDER FOR VOLUNTARY SURRENDER**

In the interest of a prompt and judicious settlement of the above-captioned matters 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), Wade A. Lavigne, ("Respondent"), holder of License No. 11042, and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order For Voluntary Surrender ("Consent Agreement") as the final disposition of these matters.

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.

2. Respondent holds a license as a Licensed Residential Appraiser in the State of Arizona, License No. 11042, pursuant to A.R.S. § 32-3612.

CONSENT AGREEMENT

Respondent understands and agrees that:

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

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

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

4. Respondent irrevocably waives any right to rehearing or review or to any judicial review or any other appeal of these matters.

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 In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the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

6. The Consent Agreement, once approved by the Board and signed by the Respondent, shall constitute a public record which may be disseminated as a formal action of the Board.

FINDINGS OF FACT

1. On about March 31, 2010, Respondent filed his License Renewal Application ("Renewal") with the Board.

2. Respondent untruthfully answered questions no. 10, 16, and 19 on the Renewal.

3. On about November 5, 2010, Respondent filed his application ("Application") to become a certified appraiser with the Board.

4. Respondent untruthfully answered questions 9 and 18 on the Application.

5. Respondent's untruthful answers on the Renewal and the Application related to his criminal history and pending administrative complaints.

CONCLUSIONS OF LAW

1. The conduct and circumstances described in the Findings of Fact constitute violations of A.R.S. § 32-3631(A)(1) in that Respondent attempted to procure both the renewal of his appraiser's license and the granting of his certification application based upon the making of false statements and the submission of false information.

ORDER

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

1. **Upon the effective date of this Consent Agreement for Voluntary Surrender, Respondent's License as a Licensed Residential Appraiser shall be surrendered.** Once the surrender is effectuated, Respondent **shall not issue a verbal or written appraisal, appraisal review, or consulting assignment in the State of Arizona.** The effective date of this Consent Agreement for Voluntary Surrender is the date the consent Agreement for Voluntary Surrender is accepted by the Board as evidenced by the signature of the Board's Executive Director.

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

3. Respondent understands that he has a right to a public administrative hearing concerning each and every allegation set forth in the above-captioned matter, at which administrative hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement for Voluntary Surrender, Respondent freely and voluntarily relinquishes all rights to such an administrative hearing, as well as all rights

of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters set forth herein. Respondent affirmatively agrees that this Consent Agreement for Voluntary Surrender shall be irrevocable. Respondent further waives any and all claims or causes of action, whether known or unknown, that Respondent may have against the State of Arizona, the Board, its members, officers, employees and/or agents arising out of this matter.

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

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

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

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

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

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

10. Pursuant to the Board's Substantive Policy Statement #1, the Board considers the violations in the above-referenced matter to constitute to a **Level IV Violation.**

DATED this 21 day of March, 2012.

Wade A. Lavigne
Respondent

Dan Pietropaulo
Executive Director
Arizona Board of Appraisal

ORIGINAL of the foregoing filed
this 21 day of March, 2012 with:

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

COPY of the foregoing mailed regular mail certified mail: 7009 1680 0000 7587 1429
this 21 day of March, 2011 to:

Wade A. Lavigne
16320 North Hatch Rd., #114
Colbert, WA, 99005

18218 North 24th Place
Phoenix, AZ 85032

COPY of the foregoing mailed inter-agency
this 21 day of March, 2012 to:

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

By: _____
#2602582
Rebecca M. Loar
Regulatory Compliance Officer