

1                                   **BEFORE THE ARIZONA STATE BOARD OF APPRAISAL**

2   In the Matter of:

3   **KISTEN L. STORMO**  
4   Licensed Residential Appraiser  
5   Certificate No. 11690

Case No. 2486

**CONSENT AGREEMENT AND  
ORDER**

6           In the interest of a prompt and judicious settlement of the above-captioned matter  
7 before the Arizona Board of Appraisal (“Board”) and consistent with public interest,  
8 statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-3601  
9 *et seq.* and A.R.S. §41-1092.07(F)(5), Kisten L. Stormo, (“Respondent”), holder of  
10 certificate no. 11690 and the Board enter into this Consent Agreement, Findings of Fact,  
11 Conclusions of Law and Order (“Consent Agreement”) as the final disposition of this  
12 matter.

13           On May 15, 2008, the Board held an Informal Hearing to discuss Case No. 2486;  
14 Respondent appeared personally and was represented by her counsel, Loren Thorson. At  
15 the conclusion of the Informal Hearing, the Board voted to offer the Respondent a  
16 Consent Agreement and Order of Discipline in lieu of further administrative proceedings.

17                                   **JURISDICTION**

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

23           2.     Respondent holds a license as a Licensed Residential Appraiser in the State  
24 of Arizona, Certified License No. 11690 issued on January 2, 2007 pursuant to A.R.S. §  
25 32-3612.

26   ///

ARIZONA STATE BOARD OF APPRAISAL

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1 CONSENT AGREEMENT

2 Respondent understands and agrees that:

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

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

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

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

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

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

23 FINDINGS OF FACT

24 On or about February 12, 2008, the Board's investigation revealed the following:

25 1. This matter deals with an appraisal conducted and report written by  
26 Respondent of a detached single family residence located at 15318 W. Mercer Lane,

1 Surprise, Maricopa County, AZ 85379 with a date of value of June 15, 2007. As  
2 Respondent explained at the Informal Hearing, the report was initially ordered by C.  
3 Wylie of Freestand Financial Holding on 3/29/2007. The appraisal report was originally  
4 delivered with an effective date of 4/3/2007.

5         2.       There is no explanation in the appraisal report or the workfile why the  
6 appraisal request shows the client order from Freestand Financial but the Respondent's  
7 copy of the appraisal shows the client as TruFund, LLC with a paid invoice. Respondent  
8 explained at the Informal Hearing that the report was initially ordered by C. Wylie of  
9 Freestand Financial Holding on 3/29/2007. The report was originally delivered with an  
10 effective date of 4/3/2007; the client was listed as Freestand Financial Holding Corp. On  
11 or about 6/13/2007, Respondent was contacted by C. Wylie via email and telephone with  
12 a request to revisit this assignment. Respondent was informed orally that Freestand  
13 Financial Holding Corp was in process or had just changed its name and she would like  
14 the updated report to reflect that change and be made out to TruFund LLC. Respondent's  
15 report dated 6/15/2007 and accompanying invoice reflected this nominal change in client  
16 identity. Records from the Corporation Commission provided by Respondent corroborate  
17 the creation of TruFund LLC before this date, and the cessation of authority of Freestand  
18 Financial Holding Corporation subsequent to this date. Both entities list(ed) a common  
19 owner/control person.

20         3.       The Land Use of the defined neighborhood is shown in the appraisal report  
21 to be single family, 2-4 family, multi-family, commercial and vacant land. However, the  
22 investigation failed to reveal any 2-4 family or multi-family units in the defined  
23 neighborhood. Respondent testified that quantifying the defined neighborhood was  
24 difficult. The subject was located in a rapidly developing area. In the subject property's  
25 defined subdivision, there appeared to be no 2 to 4 or multi-family homes; over the  
26 subject market area this appeared unlikely to be or remain the case, even between the

1 physical inspection and the effective date of the report. Respondent allocated present land  
2 use as 80% residential, 10% vacant, 5% Commercial, 3% Multi-family and 2% 2-4  
3 Family homes. Respondent believed this was a very conservation allocation.

4 The subject property is located in a mixed use/planned development (MU/PD)  
5 zone. [*Zoning Map of Surprise, Arizona (March 2008, ed.)*.] Within Surprise, well over  
6 50% of the land in a 2 mile radius is zoned MU/PD. Two to four family, townhouse and  
7 multi-family structures are expressly permitted in that zone. [Surprise City Code §§ 125-  
8 155, 125-186.] Higher density residential within two miles to the west of the subject is  
9 consistent with the Surprise General Plan 2030 (providing for mixed use along SR 303).

10 4. The Respondent does not mention in the appraisal report the proximity of  
11 Luke Air Force Base and whether or not there is an impact on value or marketability to  
12 the neighborhood. As noted in the investigative report, Luke Air Force Base is located  
13 approximately 2.5 miles south of the subject property, and is outside of established noise  
14 contours. Respondent, upon inspection of the property, noted that there appeared to be no  
15 material impact on the subject property or comparables likely to affect their overall  
16 marketability or appeal at the time of the report. Respondent contends that her election  
17 not to include this information fell within the exercise of her professional discretion.

18 5. Comparable #1 had an increase in the listing price 2 days before the sale  
19 closed escrow. As Respondent explained at the Informal Hearing, she repeatedly  
20 attempted to verify this information via a third party to the sale. As the Board's  
21 investigation noted, development of suitable comparable sales proved difficult on this  
22 assignment. Respondent used this comparable, though not ideal, solely due to the lack of  
23 any better comparable sales.

24 6. Comparable #1 has an incorrect Date of Sale reported. The appraisal report  
25 shows the Date of Sale to be 1/03/07 but the actual recording date for this sale was  
26 9/26/06. As Respondent explained at the Informal Hearing, in referring to iMapp tax

1 records, a warranty deed was issued on 1/3/07 and 9/29/06 both for \$610k. Respondent  
2 admitted a transcription error.

3 7. The appraisal report shows Comparable #1 as having a "guest house." The  
4 investigation reveals that in fact, Comparable #1 has no guest house. This was addressed  
5 at the Informal Hearing. The MLS description mentioned the guest house as a future  
6 improvement possibility, an inadvertent error.

7 8. The appraisal report shows Comparable #2 with a sales price of \$559,900  
8 but the recorded Affidavit of Value shows the sales price to be \$539,990. As Respondent  
9 explained at the Informal Hearing, at the time of compiling data for the report, the  
10 affidavit was not yet available. Respondent spoke with the listing agent, who confirmed  
11 the sale price of \$539,990. Respondent's file reflected this; she updated the sale price on  
12 the MLS Listing for the property to reflect the verified amount. Respondent admitted the  
13 uncorrected \$559,900 price stated in the report was a data entry oversight.

14 9. The Respondent notes in the appraisal report that Comparable #3 had a sale  
15 price of \$653,655 but in fact, this was to be a Trustee Deed and not a sale. As Respondent  
16 explained at the Informal Hearing, her source information indicated it as a Sold Cash  
17 Sale. Additional information in Respondent's workfile showed this transaction to be a  
18 Trustee Deed and not a sale. As the Board's investigation noted, development of suitable  
19 comparable sales proved difficult on this assignment.

20 10. In the prior sales or transfer analysis section of the report, the Respondent  
21 noted a prior sale for the subject property that recorded on 12/13/04 but this sale was not  
22 properly analyzed as required as it had been within 3 years of the effective date of the  
23 appraisal report. As Respondent explained at the Informal Hearing, this sale was reported  
24 in the prior sales, as required by USPAP. The sale appeared to simply be the sale from  
25 builder to the current owner, no further or more in-depth analysis was deemed necessary  
26 by the Respondent.

1           11.     The appraisal report does not have an adequate analysis of the Sales  
2 Comparison Analysis approach to value. As Respondent explained at the Informal  
3 Hearing, her Sales Comparison Analysis and the Summary of the Sales Comparison  
4 Approach should have been more detailed.

5           12.     The effective date of the appraisal report is shown as 6/15/2007 but the  
6 Respondent states that she last inspected the property on 4/3/2007. The Respondent  
7 attempted to drive by the subject on 6/15 but was unable to gain access to the gated  
8 subdivision. As Respondent explained at the Informal Hearing, she personally inspected  
9 the interior and exterior of the property on 4/3/2007. The subject report was an update  
10 requested by the client, with an updated effective date. Because fewer than 90 days  
11 elapsed since the physical inspection, respondent determined that a second physical  
12 inspection of the subject property was not needed. Respondent recognizes that a  
13 Recertification of Value, rather than updating the report would have more accurately  
14 represented the assignment.

15           13.     In the Reconciliation section, the Income Approach was not analyzed. All  
16 three approaches to value were not considered. Respondent contended that since the  
17 property was not a rental home or an income producing property, the Income Approach  
18 was inapplicable. Respondent noted this in the Report's Addendum, in the Final  
19 Reconciliation, Additional Statements of Limiting Conditions and Appraiser's  
20 Certification sections. Respondent contended that, on properties such as this, the Market  
21 and Cost Approaches to value are sufficient to produce credible results, and it is a widely  
22 accepted and acceptable practice.

23           14.     In the Cost Approach Section, the report shows "Average" Quality Rating.  
24 The dwelling's cost per square foot cannot be supported for this quality rating in the  
25 Marshall & Swift Residential Cost Handbook. As Respondent explained at the Informal  
26 Hearing, the data retained in her workfile was not sufficient to reproduce the cost

1 approach result using an "Average" quality rating. However, when using "Good" quality  
2 rating (which Respondent believes is an appropriate quality rating for the subject  
3 property), Respondent believes her cost approach result is supportable using the retained  
4 data.

5 15. The swimming pool is not shown in the Cost Approach but yet there is  
6 Functional Depreciation that is reported to be attributable to the pool. As Respondent  
7 explained at the Informal Hearing, she did not ordinarily itemize all individual upgrades  
8 in the Cost Approach. Respondent accounted for the pool's value in the \$25k for  
9 "Appl/CovEnt&Pto/Upgrades" and therefore contended that the functional appreciation  
10 was warranted. Respondent admits the pool should have been separately noted.

11 16. Respondent mistyped the license expiration date on the appraisal report.

12 17. The appraisal report contained no Scope of Work except for the signed  
13 certification scope of work. There is no mention of the type or extent of the research or  
14 analyses performed by the Respondent. Respondent contended that, although general, the  
15 scope of work outlined in the certification met the minimum USPAP requirements.

16 Advisory Opinion #29 clarifies that which is acceptable when "the expectations of the  
17 parties who are regularly intended users for similar assignments; and what appraiser's  
18 peers' actions would be in performing the same or similar assignment." Respondent  
19 contended that she had an existing relationship with the intended user, and that based  
20 upon that relationship and the intended use, it met or exceeded the client's expectations  
21 for specificity.

22 18. The Respondent's workfile did not contain notes reflecting that every sale  
23 was verified, or the confirmation of the condition of every comparable at the time of its  
24 sale.

25 19. In the workfile there is no supporting data for the adjustments made for site  
26 size, age, livable area, garages or swimming pool. Respondent contended that these were

1 figures derived through general knowledge and experience of the overall market areas  
2 adjustment ranges, at the time of the report.

3 20. Respondent has taken 45 additional hours of education since the filing of  
4 the Complaint, 37 hours above and beyond what she needed for Continuing Education.

5 21. Nine items in the original Complaint, including some of those upon which  
6 the Board makes express factual findings herein, were determined by its own  
7 investigation "not [individually] to be violations of USPAP or AZ State Statutes".

### 8 CONCLUSIONS OF LAW

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

13 2. The conduct described above constitutes violations of the following  
14 provisions of the USPAP, 2006 edition: Standards Rule 1-1(b) and (c); Standards Rule 1-  
15 2 (a) and (d); Standards Rule 1-4 (b)(ii) and (f); Standards Rule 1-5 (b); Standards Rule  
16 1-6 (a) and (b) Standards Rule 2-1(a); Standards Rule 2-2 (b)(i), (vi) and (viii); Standards  
17 Ethics Rule—Record Keeping; Standards Ethics Rule—Competency; and Standards  
18 Ethics Rule—Scope of Work Rule. Individual findings are not necessarily violations in  
19 and of themselves, but in the aggregate are deemed violations by the Board.

20 3. The Board's investigation did not find any intentional violations of USPAP  
21 or any applicable regulation or statute.

### 22 ORDER

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

25 1. **Upon the effective date of this Consent Agreement, Respondent's**  
26 **Certificate as a Licensed Residential Appraiser shall be placed on probation for a**

1 **minimum period of twelve (12) months.** During probation, Respondent shall comply  
2 with USPAP, Arizona Revised Statutes and Appraisal Board rules.

3 2. Respondent shall successfully complete the following education within  
4 **six (6) months** of the effective date of this Consent Agreement: **Seven (7) hours of**  
5 **report writing for residential properties, seven (7) hours of Cost Approach and**  
6 **seven (7) hours of scope of work.** The education required under this paragraph may  
7 not be counted toward the continuing education requirements for the renewal of  
8 Respondent's certificate. The same class may not be repeated to fulfill the education  
9 requirements of this Consent Agreement

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

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

15 4. During the period of probation, Respondent shall complete a minimum  
16 of **twenty-four (24) appraisal reports** under the supervision of an Arizona Certified  
17 Residential or Certified General Appraiser who shall serve as Respondent's mentor  
18 ("Mentor"). The Mentor shall be either an Arizona Certified Residential or General  
19 Appraiser.

20 5. **During the probationary period, the Respondent shall not issue a**  
21 **verbal or written appraisal, appraisal review, or consulting assignment without**  
22 **prior review and approval by a Mentor.** Each report shall be signed by the Mentor  
23 as a supervisory appraiser. After twelve (12) months, the requirement of pre-approval  
24 of appraisals by a mentor may be terminated upon approval by the Board if  
25 Respondent has complied with the conditions set out in this Order.

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

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

15           8.     Respondent shall bear all costs and expenses associated with the  
16 mentorship and incurred by attending the courses.

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

1 falls on a Saturday, Sunday, or holiday, the report is due on the next business day.

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

3 10. The Respondent shall file an appraisal log with the Board on a monthly  
4 basis listing every Arizona appraisal that she has completed within the prior calendar  
5 month by property address, appraisal type, valuation date, the Mentor's review date,  
6 the date the appraisal was issued, and the number of hours worked on each  
7 assignment. The report log shall be filed monthly beginning the 15<sup>th</sup> day of the first  
8 month following the start of Respondent's probationary period and continuing each  
9 month thereafter until the Board terminates the probation. If the log reporting date  
10 falls on a Saturday, Sunday, or holiday, the report log is due on the next business day.

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

13 The monthly log report may be filed by mail or facsimile.

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

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

25 13. At the end of **twelve (12) months** from the effective date of this Consent  
26 Agreement, the Respondent must petition the Board for termination of her 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:  
3 (a) continue the probation, including mentorship; or (b) institute proceedings for  
4 noncompliance with this Consent Agreement, which may result in suspension,  
5 revocation, or other disciplinary and/or remedial action.

6 14. Respondent shall not act as a supervising appraiser for other appraisers or  
7 trainees, nor shall she 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 15. Respondent shall comply with the Uniform Standards of Professional  
10 Appraisal Practice in performing all appraisals and all Board statutes and rules.

11 16. If, between the effective date of this Consent Agreement and the  
12 termination of Respondent's probation by the Board, Respondent fails to renew her  
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 17. 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 18. Respondent understands that she 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 she 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 19. Respondent understands that this Consent Agreement, or any part  
4 thereof, may be considered in any future disciplinary action against her.

5 20. The parties agree that this Consent Agreement constitutes final  
6 resolution of this disciplinary matter.

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

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

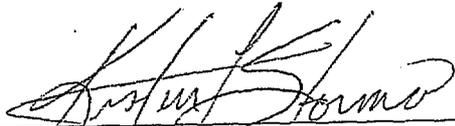
15 23. Respondent understands that this Consent Agreement does not constitute  
16 a dismissal or resolution of other matters currently pending before the Board, if any,  
17 and does not constitute any waiver, express or implied, of the Board's statutory  
18 authority or jurisdiction regard any other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

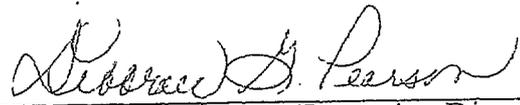
23 24. Respondent understands that the foregoing Consent Agreement shall not  
24 become effective unless and until adopted by the Board of Appraisal and executed on  
25 behalf of the Board. Any modification to this original document is ineffective and  
26 void unless mutually approved by the parties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

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

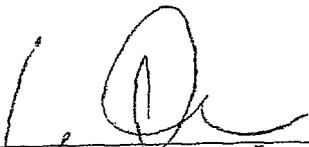
3 26. Pursuant to the Board's Substantive Policy Statement #1, the Board  
4 considers the violations in the above-referenced matter to constitute to a **Level III**  
5 **Violation.**

6 DATED this 25<sup>th</sup> day of August, 2008.

7  
8   
9 Kisten L. Stormo  
10 Respondent

8   
9 Deborah G. Pearson, Executive Director  
10 Arizona Board of Appraisal

11 APPROVED AS TO FORM:

12  
13   
14 Loren L. Thorson, Jr.  
15 Attorney at Law  
16 Attorney for Respondent

DATE: 8/20/08

17 **ORIGINAL** of the foregoing filed  
18 this 22<sup>nd</sup> day of August, 2008 with:  
19 Arizona Board of Appraisal  
1400 W. Washington Street, Suite 360  
20 Phoenix, Arizona 85007

21 **COPY** of the foregoing mailed regular mail and certified mail 7007 2560 0001 358 8843  
this 25<sup>th</sup> day of August, 2008 to:

22 Kisten L. Stormo  
23 4757 E. Greenway Road  
Bldg 107B  
#29  
24 Phoenix, Arizona 85032

1 Loren I. Thorson, Jr. *(By Regular Mail)*  
2 Stegall Katz & Whitaker, P.C.  
3 531 E. Thomas Road  
4 Ste. 102  
5 Phoenix, Arizona 85012

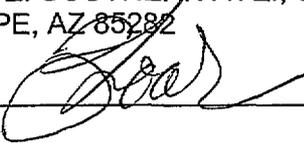
6 **COPY** of the foregoing sent or delivered  
7 this *25<sup>th</sup>* day of *August*, 2008 to:

8 Jeanne M. Galvin  
9 Assistant Attorney General  
10 Arizona Attorney General's Office  
11 1275 W. Washington, CIV/LES  
12 Phoenix, Arizona 85007

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By: *Loren I. Thorson, Jr.*  
211569

**COPY** of the foregoing re-mailed regular and certified mail 7007 2560 0001 3358 9239  
this 2<sup>nd</sup> day of September, 2008 to:

KISTEN L. STORMO  
1628 E. SOUTHERN AVE., STE #9-102  
TEMPE, AZ 85282

By:  \_\_\_\_\_