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BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

IN THE MATTER OF:

CASE NOS. 2920 and 2931

RONALD R. ZIMMERMAN
Certified Residential Appraiser
Certificate No. 21879

**CONSENT AGREEMENT and
ORDER FOR VOLUNTARY
SURRENDER**

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), Ronald R. Zimmerman ("Respondent"), holder of Certificate No. 21879 and the Board enter into this Consent Agreement and Order for Voluntary Surrender ("Consent Agreement") as the final disposition of this matter.

On July 19, 2013, the Board met to discuss the above-captioned matters. Despite having been properly noticed, Respondent did not appear. Subsequent to the July 19, 2013, Respondent indicated his desire to Voluntarily Surrender his Certificate 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.

2. Respondent holds a certificate as a Certified Residential Appraiser in the State of Arizona, Certificate No. 21879 issued on March 14, 2008, pursuant to A.R.S. § 32-3612.

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. He further
8 acknowledges that at such formal hearing he could present evidence and cross-examine
9 witnesses. Respondent irrevocably waives his 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 shall be effective only when signed by the Executive Director and accepted by the Board.
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 1. On or about November 5, 2012, the Board and Respondent entered into a
25 Consent Agreement and Order of Discipline in an effort to resolve the above referenced
26 matters.

1 2. The Consent Agreement required Respondent to be placed under a term of
2 Probation for a minimum period of six (6) months during which time Respondent was
3 required to meet certain conditions.

4 3. Specifically, Respondent was required to complete a fifteen (15) hour
5 course in Report Writing (with an exam) and a seven (7) hour 2012-2013 USPSP Update
6 Course. To date, Respondent has not completed the education as required.

7 4. In addition, Respondent was to complete a minimum of twelve (12)
8 appraisal reports under the supervision of an Arizona Certified Residential or Certified
9 General Appraiser who was to serve as Respondent's Mentor. Pursuant to the Consent
10 Agreement, the Mentor is required to submit monthly reports to the Board for each
11 calendar month during Respondent's probationary period reflecting the quantity and
12 quality of Respondent's work, including, but not limited to, improvement in
13 Respondent's practice and resolution of those problems that prompted this action.
14 Respondent's Board-approved Mentor resigned his position as Mentor effective January
15 1, 2013. Since that time, Respondent has failed to provide the Board with a replacement
16 Mentor despite repeated requests and inquiries from the Board.

17 5. Additionally, during the term of probation, Respondent was to file monthly
18 appraisal logs on his own behalf setting forth the appraisals he had completed for the
19 preceding month. If the Respondent performed no appraisals, he was still to file an
20 appraisal log stating that no appraisals were performed during that time.

21 6. Respondent has failed to provide to the Board monthly appraisal logs on
22 behalf of his Mentor and himself since January 2013.

23 7. Respondent also did not complete the required number of appraisals under
24 the terms of the Consent Agreement.

25 8. According to the terms of the Consent Agreement, Respondent
26 acknowledged that any violation of the Consent Agreement is a violation of A.R.S. §32-

1 3631(A), which is willfully disregarding or violating any of the provisions of the Board's
2 statutes or the rules of the Board for the administration and enforcement of its statutes.

3 9. In summary, Respondent failed to complete the required education, obtain
4 and maintain a Mentor, or complete the requisite number of appraisals under the Mentor.

5 **CONCLUSIONS OF LAW**

6 Failure to abide by a Consent Agreement and Order is a violation of A.R.S. §32-
7 3631(A) (8), which is "willfully disregarding or violating any of the provisions of the
8 Board's statutes or the rules of the Board for the administration and enforcement of its
9 statutes."

10 **ORDER FOR VOLUNTARY SURRENDER**

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

13 1. Upon the effective date of this Consent Agreement for Voluntary
14 Surrender, Respondent's Arizona Certificate as a Certified Residential Appraiser
15 (#21879) shall be surrendered. Once the surrender is effectuated, Respondent shall not
16 issue a verbal or written appraisal, appraisal review, or consulting assignment in the
17 State of Arizona. The effective date of this Consent Agreement for Voluntary Surrender
18 is the date the Consent Agreement for Voluntary Surrender is accepted by the Board as
19 evidenced by the signature of the Board's Executive Director.
20

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

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

12 4. Respondent understands that this Consent Agreement and Order for
13 Voluntary Surrender, or any part thereof, may be considered in any future disciplinary
14 action against him.

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

16 6. If Respondent fails to comply with the terms of this Consent Agreement
17 and Order for Voluntary Surrender, the Board shall properly institute proceedings for
18 noncompliance with this Consent Agreement and Order for Voluntary Surrender, which
19 may result in injunctive proceedings.

20 7. Respondent agrees that any violation of this Consent Agreement and Order
21 for Voluntary Surrender is a violation of A.R.S. § 32-3631(A)(8), which is willfully
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1 disregarding or violating any of the provisions of the Board's statutes or the rules of the
2 Board for the administration and enforcement of its statutes.

3 8. Respondent understands that this Consent Agreement and Order for
4 Voluntary Surrender does not constitute a dismissal or resolution of other matters
5 currently pending before the Board, if any, and does not constitute any waiver, express or
6 implied, of the Board's statutory authority or jurisdiction regard any other pending or
7 future investigation, action or proceeding. Respondent also understands that acceptance
8 of this Consent Agreement and Order for Voluntary Surrender does not preclude any
9 other agency, subdivision or officer of this state from instituting other civil or criminal
10 proceedings with respect to the conduct that is the subject of this Consent Agreement and
11 Order for Voluntary Surrender.
12

13 9. Respondent understands that the foregoing Consent Agreement and Order
14 for Voluntary Surrender shall not become effective unless and until adopted by the Board
15 of Appraisal and executed on behalf of the Board. Any modification to this original
16 document is ineffective and void unless mutually approved by the parties in writing.
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18 10. Respondent understands that this Consent Agreement and Order for
19 Voluntary Surrender is a public record that may be publicly disseminated as a formal
20 action of the Board.
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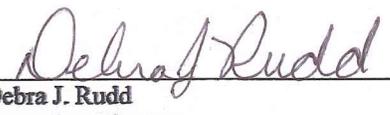
22 11. Pursuant to the Board and Substantive Policy Statement #1, the Board
23 considers the violations in the above referenced matter to constitute a level IV violation.
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19th
DATED this 19th day of August, 2013.

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Ronald R. Zimmerman
Respondent



Debra J. Rudd
Executive Director
Arizona Board of Appraisal

ORIGINAL of the foregoing filed
this 19 day of August, 2013 with:

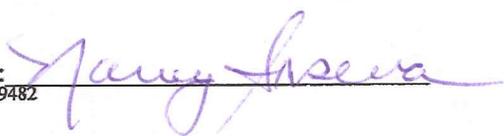
Arizona Board of Appraisal
15 South 15th Ave., Ste. 103A
Phoenix, Arizona 85007

COPY of the foregoing mailed regular
and certified mail 700916800000 1387 9159
this 19 day of August, 2013 to:

Mr. Ronald R. Zimmerman
207 S. Maple Street
Chandler, AZ 85226

COPY of the foregoing sent or delivered
this 19 day of August, 2013 to:

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

By: 
3509482

1 **FINDINGS OF FACT**

2 On or about August 16, 2011, the Board's investigation revealed the following:

3 **2920**

4 1. This matter deals with an appraisal conducted and report written by
5 Respondent of a single family residence located at 2285 W. Ironwood Hills Drive,
6 Tucson, AZ 85745 with an effective date of value of May 27, 2009.

7 2. The Respondent made a number of errors in the report, including but not
8 limited to: failing to identify the correct zoning, electric utility, sewer connection, street
9 ownership and room locations. Respondent failed to verify readily available information
10 regarding zoning, street ownership and utility companies. Even after Respondent
11 corrected the zoning classification, he failed to identify the ramifications of the subject
12 large lot size for the zoning. The report does not accurately depict the physical and
13 economic property characteristics relevant to the assignment.

14 3. In addition, Respondent failed to identify key characteristics of some of the
15 comparable sales such as remodeled kitchens and baths, superior views and different
16 market segments. He did not identify or analyze the superior remodeled kitchens and
17 baths in three of the comparables used in the report, or the superior views of one sale. All
18 of these items affected the value conclusion.

19 4. Respondent amended the appraisal report twice without changing the
20 signature dates and without prominently identifying the sequence of changes in the
21 amended reports. Overall, the appraisal services were rendered in a careless manner that
22 was not consistent with professional appraisal practice and significantly affected the
23 credibility of the appraisal results and resulted in a misleading appraisal report.

24 5. The workfile did not contain a copy of the original appraisal report nor was
25 there a copy of the version of the amended report submitted by the Complainant in the
26 workfile.

1 11. Respondent also failed to identify the site's physical location in the Town
2 of Oro Valley, its premium location backing to Canada del Oro Wash and its premium
3 mountain views. Respondent also failed to verify readily available information regarding
4 zoning, street ownership and utility companies.

5 12. Moreover, Respondent did not analyze the view differences between
6 several sales with truly residential views (backing to other homes) and the subject which
7 backed to a large wash and had excellent mountain views. Respondent did not discuss the
8 subject's premium views. Further, Respondent failed to analyze the market difference
9 between Sale no. 4's location in a guard-gated community and the subject's location in an
10 un-gated subdivision. Respondent also failed to discuss the functional issues of the
11 subject's den extending in to the third garage bay. Nor does Respondent explain why the
12 subject's living area is reported as 1952 square feet throughout the report, except for a
13 comment in the addendum where it is claimed to be 2040 square feet. Overall, there is
14 insufficient information to fully understand the report and much of the information that
15 was provided is incorrect.

16 13. The report submitted to the Board states that the effective date is the same
17 as the inspection date, May 21, 2009, but the signature date on the report was April 22,
18 2009. It is not credible that the report was signed a month prior to the inspection date.
19 The signature date on the amended report should have been changed to reflect the date on
20 which the amended report was actually signed.

21 14. Additionally, Respondent failed to explain why there was no adjustment for
22 age or condition for Comparable no. 6 which was a builder listing for a recently
23 constructed house that had never been lived in, when the subject was twelve years old
24 and in average condition.

25 15. Respondent did not perform the assignment competently given the
26 numerous errors and inconsistencies. He also did not perform sufficient research to

1 identify and verify the relevant site characteristics. The assignment results were not
2 credible.

3 16. There were at least two versions of the reports submitted to Respondent's
4 client and the workfile did not contain a true copy of either one. The workfile did not
5 contain the original appraisal report with the effective date of April 15, 2009 and there
6 was not a true copy of the amended report with an effective date of May 21, 2009. The
7 copy of the amended report in the workfile was a not a true copy because it did not
8 contain comparable sale photos which were present in the version of the report submitted
9 by the Complainant.

10 17. Additionally, the workfile contained no reference to the original appraisal
11 request and there was no supporting data on the subject property. The workfile did not
12 contain MLS data or public record information for Comparables 1, 2 or 5. In addition, the
13 workfile contained no market analysis other than a 1004MC form run on April 22, 2009
14 and MLS listings for Comparables 3, 4 and 6. The report was amended a month after the
15 original effective date and the effective date was changed but there is no updated market
16 research in the workfile to verify market conditions on the new effective date. Overall,
17 the workfile did not contain the documentation necessary to support the appraiser's
18 opinions and conclusions.

19 18. Prior to preparing the subject appraisal report, Respondent had completed
20 more than 150 residential appraisal reports of properties located in the Tucson area.
21 Nevertheless, certain of the errors in the subject report suggest that Respondent was not
22 thoroughly familiar with the area and/or the various submarkets within the area at the
23 time he prepared the subject report.

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CONCLUSIONS OF LAW

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

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The conduct described above constitutes violations of the following provisions of the USPAP, 2008-2009 edition:

Standards Rule 1-1(c); Standards Rule 1-2(e)(i); Standards Rule 1-4(a); Standards Rule 2-1 (a); Standards Rule 2-2(b)(iii) and (vi); Standard Ethics Rule— Conduct, Recordkeeping; The Competency Rule and the Scope of Work Rule.

2931

The conduct described above constitutes violations of the following provisions of the USPAP, 2008-2009 edition:

Standards Rule 1-1(b) and (c); Standards Rule 1-2(e)(i); Standards Rule 1-4(a); Standards Rule 2-1(a) and (b); Standards Rule 2-2(b)(iii), (vi) and (viii); Standard Ethics Rule---Conduct and Recordkeeping; the Competency Rule and the Scope of Work Rule.

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, Respondent's Certificate as a Certified Residential Appraiser shall remain on probation for a minimum period of six (6) months.** During probation, Respondent shall comply with USPAP, Arizona Revised Statutes and Appraisal Board rules. The effective date of this

1 Consent Agreement and Order is the date the Order is signed by the Executive Director
2 on behalf of the Board.

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

6 3. Respondent shall complete the following education within six (6) months of
7 the effective date of this Consent Agreement: **a fifteen (15) hour course in Report**
8 **Writing (with an exam) and the seven (7) hour 2012-2013 USPAP Update course.**

9 The education required under this paragraph may not be counted toward the
10 continuing education requirements for the renewal of Respondent's certificate
11 except that the seven (7) hour USPAP Update course may be counted for continuing
12 education requirements. The same class may not be repeated to fulfill the education
13 requirements of this Consent Agreement.

14 4. Proof of completion of the required education must be submitted to the
15 Board within 3 weeks of completion of the required coursework.

16 5. During the period of probation, Respondent shall complete a minimum of
17 **twelve (12) appraisal reports** under the supervision of an Arizona Certified Residential
18 or Certified General Appraiser who shall serve as Respondent's mentor ("Mentor"). **The**
19 **appraisal reports may be demonstration reports.**

20 6. During the probationary period, the Respondent shall not issue a verbal or
21 written appraisal, appraisal review, or consulting assignment without prior review and
22 approval by a Mentor. Each report shall **either** be signed by the Mentor as a supervisory
23 appraiser **or** the Mentor must complete a written review of each report ensuring that the
24 report complies with USPAP and the Board's statutes and rules. The Mentor's review
25 shall comply with the requirements of Standard 3 of the USPAP. The Mentor's Standard
26 3 review shall be completed before the report is issued to the client. Any changes the

1 Mentor requires to ensure the report complies with the USPAP shall be completed by the
2 Respondent and approved by the Mentor before the report is issued. The Mentor's written
3 Standard 3 review shall be maintained by the Mentor and made available to the Board
4 upon request.

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

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

19 9. Respondent shall bear all costs and expenses associated with the
20 mentorship and incurred by attending the course(s).

21 10. The Mentor shall submit monthly reports to the Board for each calendar
22 month during Respondent's probationary period reflecting the quantity and quality of
23 Respondent's work, including, but not limited to, improvement in Respondent's practice
24 and resolution of those problems that prompted this action. The Mentor's report shall be
25 filed monthly beginning the 1st day of the first month following the start of Respondent's
26 probationary period and continuing each month thereafter until termination of the

1 probationary period by the Board. **Even if the Mentor reviews no appraisals during a**
2 **given month, a report stating that no appraisals were reviewed or approved must be**
3 **submitted. It is the Respondent's responsibility to ensure that the Mentor submits**
4 **his/her reports monthly.** If the monthly reporting date falls on a Saturday, Sunday, or
5 holiday, the report is due on the next business day. The monthly report may be filed by
6 regular mail, email or facsimile.

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

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

23 13. Respondent's probation, including mentorship, shall continue until: (a)
24 Respondent petitions the Board for termination as provided in paragraph 14 and (b) the
25 Board terminates the probation and mentorship. Upon petition by the Respondent for
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1 termination of the probation and mentorship, the Board will select and audit 3 of
2 Respondent's appraisal reports.

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

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

13 16. Respondent shall comply with the Uniform Standards of Professional
14 Appraisal Practice in performing all appraisals and all Board statutes and rules.

15 17. If, between the effective date of this Consent Agreement and the
16 termination of Respondent's probation by the Board, Respondent fails to renew his
17 license while under this Consent Agreement and subsequently applies for a license or
18 certificate, the remaining terms of this Consent Agreement, including probation and
19 mentorship, shall be imposed if the application for license or certificate is granted.

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

25 19. Respondent understands that he has a right to a public administrative
26 hearing concerning each and every allegation set forth in the above-captioned matter, at

1 which administrative hearing he could present evidence and cross-examine witnesses. By
2 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
3 rights to such an administrative hearing, as well as all rights of rehearing, review,
4 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
5 concerning the matters set forth herein. Respondent affirmatively agrees that this Consent
6 Agreement shall be irrevocable.

7 20. Respondent understands that this Consent Agreement, or any part thereof,
8 may be considered in any future disciplinary action against him.

9 21. The parties agree that this Consent Agreement constitutes final resolution
10 of this disciplinary matter.

11 22. Time is of the essence with regard to this agreement.

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

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

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

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

7 27. Pursuant to the Board's Substantive Policy Statement #1, the Board
8 considers the violations in the above-referenced matters to constitute to a **Level III**
9 **Violation.**

10 DATED this 9 day of November, 2012.

11
12 
13 Ronald R. Zimmerman
14 Respondent

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16 
17 Margaret Burns
18 Interim Executive Director
19 Arizona Board of Appraisal

20 **ORIGINAL** of the foregoing filed
21 this 9 day of November, 2012 with:

22 Arizona Board of Appraisal
23 1400 West Washington Street, Suite 360
24 Phoenix, Arizona 85007

25 **COPY** of the foregoing mailed regular
26 and certified mail 700916800004387 0620
this 9 day of November, 2012 to:

27 Ronald R. Zimmerman
28 ~~8340 N. Thornydale Rd.~~ 207 S. MAPLE STREET
29 ~~Ste 110-161~~
30 ~~Tucson, AZ 85741~~ Chandler, AZ 85226

31 James T. Braselton
32 Mariscal Weeks McIntyre & Friedlander, PA
33 2901 N. Central Avenue, Suite 200
34 Phoenix, AZ 85012

1 **COPY** of the foregoing sent or delivered
this 9 day of November, 2012 to:

2 Jeanne M. Galvin
3 Assistant Attorney General
4 Arizona Attorney General's Office
5 1275 West Washington, CIV/LES
6 Phoenix, Arizona 85007

7 By: 
8 2575509

Rebecca Loar, Reg. Compliance Officer

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