

**BEFORE THE STATE OF NEW MEXICO
REAL ESTATE APPRAISERS BOARD**

IN THE MATTER OF:)	
)	
JEROME A. GARCIA)	Case No. 1, 12-01-10
License number: 02766-R)	
)	
Respondent.)	

STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on January 10, 2012, stating that Jerome A. Garcia, (“Respondent”), signed as completing an appraisal utilizing comparables that were not viable alternatives to achieve an accurate appraisal price for the subject property. The complaint also states that Respondent was asked to amend his original appraisal report to include a room addition and failed to use proper appraisal methodology in affecting the amendment; and

WHEREAS, on December 7, 2012, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Actions (“NCA”), against licensee, Respondent; and

WHEREAS, Respondent is willing to resolve this matter in an amicable fashion and without the issuance of a NCA, as required under the Uniform Licensing Act (“ULA”), and without the need for a formal hearing; and

WHEREAS, the Board believes that this Stipulated Agreement (“Agreement”) is appropriate and in the best interests of both the Board and the Respondent.

IT IS STIPULATED AND AGREED AS FOLLOWS:

1. **Jurisdiction.** Respondent is licensed under the New Mexico Real Estate

subject to the jurisdiction of the New Mexico Real Estate Appraisers Board (“Board”).
The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations.** Respondent acknowledges that this disciplinary action is for appraisal work done in completing an appraisal including inclusion of comparables not reflecting a mixed neighborhood with a high concentration of commercial properties and properties not equivalent to the subject property. Respondent acknowledges that the allegations reflect violations of the following USPAP rules: Preamble Rule, the Geographical Competency Rule, the Ethics Rule for Conduct, Standard Rule 1-1 (a), Standard Rule 1-1 (c), Standard Rule 1-4 (a), Standard Rule 1-4 (b), Standard Rule 1-6 (a), Standard Rule 2 and Standard Rule 2-1 (a).

3. **Discipline.** This Agreement constitutes disciplinary action by the Board against the Respondent. The complaint and this Agreement shall be reported to the Appraisers Subcommittee (ASC) National Registry as discipline action against licensee.

4. The Board shall take no further action against Respondent with respect to the matters alleged in this case, provided that Respondent complies with the following:

- A. Respondent shall successfully complete the fifteen (15) hours classroom USPAP course, including passing all testing requirements.
- B. Respondent shall successfully complete an on-line minimum of seven (7) hours Sale Comparison Approach class.
- C. The above required courses shall not be used towards Continuing Education licensure renewal requirements.
- D. Respondent shall provide documentary proof of successful completion of all required courses, provided by the instructor or course

provider of each course, to the Board within nine (9) months of the Board's approval of this Agreement and Respondent's receipt of this Agreement and the signed Order.

E. For on-line courses approved to fulfill any continuing education requirements, Respondent shall submit to the Board from the course's provider evidence of passing successfully the post test in order to receive credit for such on-line course.

5. **Waivers.** Respondent acknowledges, agrees and stipulates that by signing this agreement he is waiving the following rights as they pertain to the misconduct described herein:

- A. Respondent enters into this Agreement voluntarily and waives his right to have these matters heard in the manner described in the ULA, NMSA 1978, §61-1-1 through §61-1-33 (2003), including the right to a full evidentiary hearing on the charges made in the complaint against him, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such a hearing.
- B. Respondent waives all rights to have this matter heard within the time frame established by the ULA in order for the Board to consider this Agreement.
- C. Respondent waives his right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of this Agreement.

D. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.

6. Respondent acknowledges that the Board has the statutory, administrative and regulatory authority and thereby jurisdiction to investigate and adjudicate allegations of professional misconduct committed by Appraisers. NMSA 1978, § 61-30-4 (1993 as amended through 2003) and NMSA 1978, § 61-30-7 (1990 as amended through 2003). Upon execution of this Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, file Notices of Contemplated Actions, and take the actions described herein.

7. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed with an NCA. The terms of this Agreement or statements made by Respondent in support of this Agreement shall **not** be used against Respondent in a subsequent proceeding concerning the claims alleged in the complaint.

8. When this Agreement is signed by the Respondent and the attending Order is signed Board Chairperson both the Agreement and Order are binding upon the Board and the Respondent.

9. Upon the Board Chairperson affixing his signature to the attending Order indicating the Board's approval of this Agreement, copies of the documents shall be mailed to Respondent by Certified Mail. Mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of the agreement. The time limitations for Respondent's compliance with the requirements of this agreement shall commence three days after said mailing by the Board.

10. Upon fulfillment of the above requirements, the Board will consider this matter closed and resolved and will contemplate no further action against Respondent's license for the conduct made the subject matter of this Agreement. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar or other misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed through this Agreement and the accompanying Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

11. This Agreement is a settlement of Board case number 1, 12-01-10 and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Real Estate Appraisers Act and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that his action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

12. The complaint and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993). Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the New Mexico Real Estate Appraisers Practice Act.

13. Respondent understands, acknowledges and stipulates that any violation(s) by Respondent of this Agreement will immediately result in the filing of an Order to Show Cause as to why the Board should not find the Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal including but not limited to revocation, suspension or denial of a license, restrictions on scope of practice,

imposition of fees, penalties and costs and/or taken any other disciplinary action authorized pursuant to the New Mexico Real Estate Appraisers Act and/or the Uniform Licensing Act.

14. Respondent acknowledges that he has the right to be represented by an attorney and has had the opportunity to have counsel of his choice review the Agreement. However, Respondent has decided to represent himself in this matter.

16. Respondent affirmatively states that he has read this entire document and understands his responsibilities and duties in reference to settlement of this matter. Respondent agrees and stipulates to the terms of this agreement. He knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made to him other than the terms and conditions expressly stated herein.



Jerome A. Garcia
Respondent
P.O. Box 30172
Albuquerque, New Mexico 87190
(505) 271-9300

3/7/13
Date

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REAL ESTATE APPRAISERS BOARD**

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JEROME A. GARCIA)

License number: 02766-R)

Respondent.)

Case No. 1, 12-01-10

ORDER

This matter having come before the New Mexico Real Estate Appraisers Board on May
6, 2013 and with a quorum being present and a majority voting for the action designated

below, this Stipulated Agreement is:

Accepted

Rejected



Dean Zantow, Chairperson
New Mexico Real Estate Appraisers Board
P.O. Box 25101
Santa Fe, New Mexico 87505
(505) 476-4622

5/6/2013

Date