

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

IN THE MATTER OF:)	
)	
ORBAN WINTON JR)	Case No. 13, 13-05-02
License number: 281-G)	
)	
Respondent.)	
)	

STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on May 2, 2013, stating that Orban Winton Jr., (“Respondent”) contracted to appraise approximately 61 acres of land in a rural area of New Mexico cashing the deposit but failing to complete the assignment and provide an appraisal to the Complainant; and

WHEREAS, on August 26, 2013, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Action (“NCA”), against licensee, Respondent; and

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

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

IT IS STIPULATED AND AGREED AS FOLLOWS:

1. **Jurisdiction.** Respondent is licensed pursuant to the New Mexico Real Estate Appraisers Act, NMSA 1978, § 61-30-1 through § 61-30-24 (2011) at the time of this violation and is presently licensed. Respondent is therefore subject to the jurisdiction of the Board as the Board has jurisdiction over the Respondent and the subject matter.

2. **Violations.** Respondent acknowledges that this disciplinary action is based on the allegations claiming failure to complete an appraisal that he contracted to complete and for which he accepted and cashed a deposit in violation of the preamble of the Uniform Standards of Professional Appraisal Practice (“USPAP”).

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 against Respondent licensee.

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

- A. Respondent has agreed to and has returned the deposit to the client/complainant. Complainant has verified that the full deposit has been returned to him.
- B. Respondent shall successfully complete an at least four (4) hour course in Business Practice and Ethics, including passing any testing requirements within six (6) months of Respondent’s receipt of the Order signed by the Board Chairperson indicating the Board’s approval of this Stipulated Agreement.
- C. The course may be completed in classroom or on-line.
- D. Respondent shall provide documentary proof of successful completion of the required course including evidence of passing successfully the post test, provided by the instructor or course provider, to the Board within six (6) months of the Respondent’s receipt of the Order signed by the Board Chairperson.

E. The course cannot be used toward continuing education credit for renewal of license.

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 any and all time limitations set forth in the ULA, including 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, (1990 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, refer the matter for issuance of a Notice of Contemplated Action, 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. If the Board rejects this Agreement, the terms of this Agreement or statements made by the Respondent in support of this Agreement shall **not** be used against Respondent in a subsequent proceeding if such concerns the claims alleged in this complaint.

8. This Agreement is binding upon the Board and the Respondent when it is signed by the Respondent and the attending Order, validating the terms of the Agreement, is signed by the Board Chairperson.

9. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, copies of both 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 as such date shall be deemed receipt by the Respondent of this Agreement and the signed Order.

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.

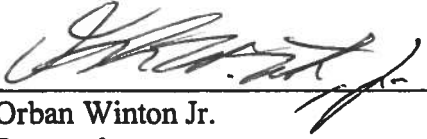
11. This Agreement is a settlement of Board case number 13, 13-05-02 and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Real Estate Appraisers Act, USPAP violations and/or the Rules and Regulations adopted 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. Respondent understands, acknowledges and stipulates that any violation(s) by Respondent of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be a separate and independent ground for disciplinary action by the Board against Respondent and at the discretion of the Board shall constitute a violation of the Real Estate Appraisers Act. Such action 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.

13. Respondent acknowledges that he has the right to be represented by an attorney and has been given the opportunity to have counsel of his choice review this agreement. By his signature, he acknowledges that he has chosen to represent himself in this matter.

14. Respondent affirmatively states that he has read this entire document and understands his responsibilities and duties in reference to settlement of this matter. Respondent

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.



Urban Winton Jr.
Respondent
P.O. Box 919
Socorro, New Mexico 87801
(575) 535-1857

12/11/13

Date

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

IN THE MATTER OF:

ORBAN WINTON JR
License number: 281-G

Respondent.

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Case No. 13, 13-05-02

ORDER

This matter having come before the New Mexico Real Estate Appraisers Board on Jan
13, 2014 and with a quorum being present and a majority voting for the action designated
below, this Stipulated Agreement is:

Accepted

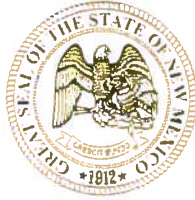
Rejected



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

01/13/2014

Date



Attorney General of New Mexico

GARY K. KING
Attorney General

ALBERT J. LAMA
Chief Deputy Attorney General

December 13, 2013

Laura Romero Halama - Team Leader
Sheila Harris – Compliance Liaison
New Mexico Real Estate Appraisers Board
P.O. Box 25101
Santa Fe, New Mexico 87505


Re: - License No. 281-G; Case No. 13,13-05-02

Dear Ms. Harris and Ms. Halama:

Enclosed for Board approval is the original Stipulated Agreement signed by Mr. Winton. I have also enclosed an Order for the Board Chair to sign should the Board approve the Agreement. This agreement is per the NCA referral proposed disposition for early resolution. Could you please email me verification of receipt of this letter and the enclosed original documents?

If the Agreement is approved and the Order signed, I would ask that you please send me a copy of each document so I can close the Attorney General's file in this matter. Should you have any questions I can be reached by email at sgalanter@nmag.gov or by telephone at (505) 222-9087. I thank you for your assistance and cooperation in this matter.

Sincerely,


Sally Galanter
Assistant Attorney General

Enclosures as noted

