

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

IN THE MATTER OF:)	
)	
EPIC REAL ESTATE SOLUTIONS INC)	Case No. 14, MC 13-05-02
LICENSE NO: AMC1052)	
)	
Respondent.)	
)	

STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on May 2, 2013, stating that EPIC Real Estate Solutions, Inc. (“Respondent”) failed to timely pay an independent appraiser timely for three appraisals completed for Respondent; 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 as an Appraisal Management Company with the New Mexico Real Estate Appraisal Board (“Board”) pursuant to the provisions of the New Mexico Appraisal Management Company Registration Act, NMSA 1978, §47-14-1 to § 47-14-23 (2009, as amended through 2010), and, as such, was subject to jurisdiction of the Board at the

time and date of the alleged violation and is subject to the jurisdiction of the Board as the Board has jurisdiction over the Respondent and the subject matter. Respondent's President is Brandon Barnett. Respondent's President states that he is authorized to act on behalf of Respondent and acknowledges, stipulates and agrees, on behalf of Respondent, to all the terms of this agreement.

2. **Violations.** Respondent, through its President, acknowledges that this disciplinary action is based on the allegations claiming failure to timely make payment to an independent appraiser for three appraisals in violation of the NMSA 1978, § 47-14-18.

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 shall pay a fine of Three Thousand Dollars (\$3,000.00) within sixty (60) days of receipt of the Stipulated Agreement and accompanying Order signed by the Board Chairperson.
- B. Payment shall be made payable to the order of the New Mexico Real Estate Appraisers Board in the form of a cashier's check or money order.

Payment shall be sent to the following address:

New Mexico Real Estate Appraisers Board
Attn: Deloisa Trujillo, Board Administrator
Toney Anaya Building
P.O. Box 25101
Santa Fe, New Mexico 87505

5. **Waivers.** Respondent, by its President, 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 the 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 Respondent, 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 the 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 President of 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's President, to the address indicated on this Agreement, 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 five 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 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.

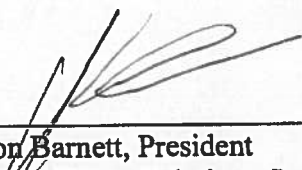
11. This Agreement is a settlement of Board case number 14, MC 13-05-02 and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Real Estate Appraisers Act, the Real Estate Appraisal Management Company Registration Act, USPAP violations and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that the action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

12. Respondent, by signature of its President 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 and the Appraisal Management Company Registration 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, the Appraisal Management Company Registration Act and/or the Uniform Licensing Act.

13. Respondent's President, who is also an attorney, has had an opportunity to review and discuss with its CEO, Cheryl Cox, the ramifications of entering into this agreement.

Respondent, through its President, agrees and stipulates to the terms of this agreement and knowingly, intentionally, and voluntarily executes this Agreement.

14. Respondent's President affirmatively states that he has read this entire document and understands the Respondent's responsibilities and duties in reference to settlement of this matter. Respondent's President, on behalf of Respondent, knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.



Brandon Barnett, President
EPIC Real Estate Solutions, Inc.
Respondent
2000 Cliff Mine Road Suite #500
Pittsburgh, PA 15275
(412) 507-2100

11-20-13

Date

BEFORE THE STATE OF NEW MEXICO
REAL ESTATE APPRAISERS BOARD

IN THE MATTER OF:)

EPIC REAL ESTATE SOLUTIONS INC)
LICENSE NO: AMC1052)

Case No. 14, MC 13-05-02


Respondent.)
)

ORDER

This matter having come before the New Mexico Real Estate Appraisers Board on January
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 2, 2013

Laura Romero Halama
Team Leader
New Mexico Real Estate Appraisers Board
P.O. Box 25101
Santa Fe, New Mexico 87505

Re: EPIC Real Estate Solutions - License No. AMC 1052; Case No. 14, MC 13-05-02

Dear Ms. Halama:

Enclosed for Board approval is the original Stipulated Agreement signed by Mr. Barnett, President of EPIC Real Estate Solutions. 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,

A handwritten signature in blue ink that reads "Sally Galanter".

Sally Galanter
Assistant Attorney General

Enclosures as noted

