

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

IN THE MATTER OF:)
)
KRISTA J. NORELL) Case No. 16, 13-05-20 (A)
License number: 03067-L)
)
Respondent.)
)

STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on May 20, 2013, stating that an appraisal that Krista J. Norell, (“Respondent”) completed an appraisal which contained errors including use of comparables which failed to reflect the true value of the new residential property appraised; 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 alleged 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 that in her completion of an appraisal she violated provisions of the New Mexico Real Estate Appraiser's Act and regulations of the Board and USPAP rules. Respondent acknowledges that his actions were in violation of NMSA 1978, Section 61-30-15 (2011) and that he failed to comply with the provisions of USPAP rules including the Preamble Rule, Standard Rule 1-4, Standard Rule 1-4 (b) – Cost Approach.

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's 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 successfully complete a seven (7) hour in class course in Cost Approach, including passing any testing requirements within nine (9) months of Respondent's receipt of the Order signed by the Board Chairperson indicating the Board's approval of this Stipulated Agreement.
- B. Respondent shall successfully complete an eight (8) hour in class course on Report Writing the UAD, including passing any testing requirements within nine (9) months of Respondent's receipt of the Order signed by the Board Chairperson indicating the Board's approval of this Stipulated Agreement.
- C. Respondent shall be responsible for providing within nine (9) months classroom executed certification proof of successful and timely completion of the required courses and testing requirements.

D. The courses cannot be used toward continuing education credit for renewal of license.

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

A. Respondent enters into this Agreement voluntarily and waives her 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 her, 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 her 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 16, 13-05-20 (A) 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 she has the right to be represented by an attorney and has been given the opportunity to have counsel of her choice review this agreement. By her signature, she acknowledges that she has chosen to represent herself in this matter.

14. 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. This document may be posted on the Board's website.

15. Respondent affirmatively states that she has read this entire document and understands her 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 her other than the terms and conditions expressly stated herein.



Krista J. Norell
Respondent
13300 Smokey Road #2
La Mesa, New Mexico 88044
(970) 629-0768

12/5/13
Date

