

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

IN THE MATTER OF:

**LEO GALLEGOS-REX
License number: 1643-A**

Respondent.

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) **Case Nos. 16, 10-10-25 and**
) **24, 11-06-15**
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STIPULATED AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) has issued referral for Notice of Contemplated Action (“NCA”) on February 6, 2013, stating that Leo Gallegos-Rex, (“Respondent”), has failed to fulfill the terms of agreements signed by him in the above referenced matters; 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 was licensed as an apprentice at the time the Agreements were signed by him under the New Mexico Real Estate Appraisers Act, NMSA 1978, §61-30-1 through §61-30-24 (2011) and is therefore 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 based on the allegations claiming he failed to comply with the requirements of each agreement by the deadline prescribed in each agreement.

Respondent was required to complete before January 31, 2012 the following classes pursuant to the Stipulated Agreement for Case No. 16, 10-10-25 signed by Respondent on July 19, 2011 and approved by the Board and signed by the Acting Board Chairperson on August 12, 2011: the Fifteen (15) hour Uniform Standards of Professional Appraisal Practice class, fifteen (15) hours Residential Report Writing & Case Studies and seven (7) hours Business Practices & Ethics. When requested by Respondent, the Board agreed to an extension notifying Respondent he was obligated to complete all requirements on or before September 21, 2012.

On June 18, 2012 the Board and Respondent entered into a Settlement Agreement in Case No. 24, 11-06-15 as evidenced by the Chairperson's signature of the Order indicating the Board's approval of the terms of the Agreement signed by Respondent on May 15, 2012. By the terms of the Agreement, Respondent's apprentice license was suspended until such time as he obtained Board approval of a supervisor and thereafter requiring both Respondent and Supervisor to complete the Supervisor/Trainee course. On July 27, 2012, the Board received a request for approval of a supervisor. The supervisor was approved December 7, 2012 with the Board ordering that the supervisor/trainee class should be taken on January 11, 2013 and all required classes completed by February 6, 2013.

These requirements were not fulfilled by the deadlines indicated by Board orders. Respondent had requested additional extensions due to medical issues and his inability to

fulfill requirements through on-line courses due this impaired vision. During this time period Respondent's license has lapsed.

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 these cases, provided that Respondent complies with the following:

A. On April 4th and 5th, 2013, Respondent shall successfully complete Residential Report Writing and Case Studies class, including passing all testing requirements, for which he has registered and paid through Kaplan Professional in Albuquerque.

B. On April 26, 2013, Respondent and his Board approved Supervisor shall successfully complete the Supervisor/Trainee course, including passing all testing requirements, offered through the Board for which they have registered and Respondent has submitted the fee.

C. On June 6th through June 10th, 2013, Respondent shall successfully complete the New Mexico Apprentice Appraiser Essentials Package – Appraisal Principles Class, including passing all testing requirements, for which he has registered through Kaplan Professional in Albuquerque.

D. On June 14th through 17th, 2013, Respondent shall successfully complete the New Mexico Apprentice Appraiser Essentials Package – Appraisal Procedures Class, including passing all testing requirements, for which he has registered through Kaplan Professional in Albuquerque.

- E. On June 20th and 21st, 2013, Respondent shall successfully complete the Uniform Standards of Professional Appraisal Practice (“USPAP”), including passing all testing requirements, for which he has registered through Kaplan Professional in Albuquerque..
- F. On September 9, 2013, Respondent shall successfully complete the Business Practice and Ethics class, including passing all testing requirements, for which he has registered through the Appraisal Institute in Aurora, Colorado.
- G. Respondent shall provide documentary proof of successful completion of each course, provided by the instructor or course provider of each course, to the Board upon completion of each course.
- H. Respondent stipulates and agrees that he has registered for all required classes.
- I. Respondent acknowledges that these requirements demand strict compliance. Respondent acknowledges and stipulates his appreciation of the Board’s agreement to the extensions of time to allow completion of all educational requirements. Respondent acknowledges, stipulates and agrees that ANY deviation from the above schedule will result in automatic revocation of his apprentice license without further hearing. If an exigent circumstance arises such as cancellation of a class or emergency hospitalization then, and only in that event, Respondent shall immediately notify the Board Administrator and work with her to complete the missed

course. Should Respondent fulfill all of the above requirements, he shall be allowed to reinstate his apprentice 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, 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. 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 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.

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 numbers 16, 10-10-25 24, 11-06-15 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 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 shall constitute a violation of the Real Estate Appraisers Act. With knowledge of the leniency the Board has shown to Respondent and the extension allowed, Respondent acknowledges, agrees and stipulates that ANY violation of this agreement shall result in revocation of his apprentice license without further hearing.

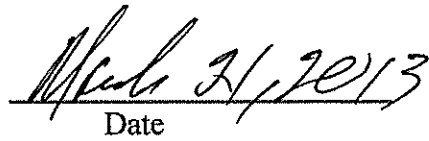
14. Respondent acknowledges that he has the right to be represented by an attorney and has been given the opportunity to have counsel of his choice review this

agreement. By his signature, he acknowledges that he has chosen to represent himself in this matter.

15. Respondent affirmatively states that he has read this entire document, understands the seriousness of fully complying with the requirements and understands all of 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.



Leo Gallegos-Rex
Respondent
P.O. Box 4451
Santa Fe, New Mexico 87502
(505) 470-7766



Date

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REAL ESTATE APPRAISERS BOARD**

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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