

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

IN THE MATTER OF: )  
 )  
DAVID LOVATO ) Case No. 3, 12-01-13 (B)  
License number: 01768-A )  
 )  
Respondent. )

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**STIPULATED AGREEMENT**

**WHEREAS**, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint on January 13, 2012, stating that David Lovato, (“Respondent”), which claimed that the comparable properties utilized to reach an appraisal value were not locationally, physically or functionally the most similar to the subject property; 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 was licensed under the New Mexico Real Estate Appraisers Act, NMSA 1978, §61-30-1 through §61-30-24 (2011) at the time of this appraisal 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 inappropriate use of comparables such that the value noted on the appraisal is not supported by the comparables noted on the appraisal in violation of the following USPAP rules: Preamble Rule, Ethics Rule – conduct, Competency Rule. Standard Rule 1-1 (a), Standard Rule 1-1 (b), Standard Rule 1-1 (c), Standard Rule 1-2 (d), Standard Rule 1-4, Standard Rule 1-5 (a), Standard Rule 1-5 (b), Standard Rule 2-1 (a) and Standard Rule 2-1 (b).

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 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 a seven (7) hour on-line broad approved Basic Appraisal course, including passing all 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. Should Respondent activate his license he shall be required to have a supervisor for a two year period. Such supervisor shall be a different supervisor than the individual supervisor he had when the appraisal, which was the subject of this complaint, was completed.

D. Respondent shall provide documentary proof of successful completion of the required courses, provided by the instructor or course provider of each course, to the Board within nine (9) months of the Respondent's receipt of the Order signed by the Board Chairperson indicating the Board's approval of this Stipulated Agreement.

E. In reference to the on-line course, 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.

F. These courses 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, 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. 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 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 3, 12-01-13(B) 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

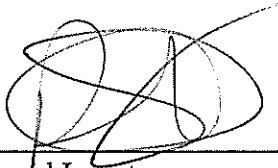
and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that his action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

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 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.

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 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.



\_\_\_\_\_  
David Lovato  
Respondent  
10415 Box Canyon Pl. N.W.  
Albuquerque, New Mexico 87114  
(505) 203-5752

4/3/2013  
\_\_\_\_\_  
Date

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REAL ESTATE APPRAISERS BOARD**

IN THE MATTER OF: )

DAVID LOVATO )

License number: 01768-A )

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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

  
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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