

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

IN THE MATTER OF:)
)
ERIK B. FUENTES)
License Number: 03143-G)
)
Respondent.)

Case No. 30, 11-07-20

SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Real Estate Appraisers Board (“Board”) received a complaint filed against Erik B. Fuentes, (“Respondent”) on July 20, 2011 alleging that Respondent included incorrect facts and figures on an appraisal violating various sections of USPAP and New Mexico Real Estate Appraisers Statutes and Regulations; and

WHEREAS, on November 15, 2011, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Actions (“NCA”), against licensee, Erik B. Fuentes; and

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

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

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Jurisdiction:** Respondent, at all times material to the allegations set forth

in the complaint filed with the Board, was licensed under the New Mexico Real Estate

Appraiser's Act, NMSA 1978, Section 61-30-1 through Section 61-30-24 (2011) and is subject to the jurisdiction of the Board. The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations.** Respondent acknowledges that in his preparation and completion of the appraisal he violated provisions of the New Mexico Real Estate Appraiser's Act and rules and regulations of the Board adopted pursuant to the Act. 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 of Conduct, Competency, Scope of Work, Standard Rule 1-1 (a), (b) and (c), Standard Rule 1-2 (b), Standard Rule 1-4 (a) and (b), Standard Rule 1-6, Standard Rule 2-1 (b) and Standard Rule 2-2 (b) (ii), (iii), (vii) and (viii).

3. **Discipline:** This Agreement constitutes disciplinary action by the Board against the Respondent.

A. The complaints 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 in this subject case, provided that Respondent complies with the following:

A. Respondent shall successfully complete a fifteen (15) classroom hours, USPAP class, including passing all testing requirements.

B. Respondent shall successfully complete the following three (3) on line Appraisal courses: Residential Appraiser Site Valuation and Cost

Approach, Residential Report Writing and Case Studies, and Advanced Residential Applications and Case Studies.

C. The courses, listed in sub-paragraph B above, must be selected from the Board's approved courses which are on the Board's Website.

D. All of the above required courses shall not be used towards Continuing Education requirements.

E. Respondent shall provide documentary proof of successful and timely completion of all courses to the Board within **six (6) months** of the Board's approval of this Agreement and Respondent's receipt of this Agreement signed by the Respondent and the Board.

5. **Waivers:** Respondent acknowledges, agrees and stipulates to the following waivers:

A. 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 in the ULA.

B. Respondent enters into this Agreement voluntarily and waives his right to have this matter heard in the manner described in the ULA, NMSA 1978, Section 61-1-1 through Section 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.

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 has the right to be represented by an attorney.

7. 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, propose filing a Notice of Contemplated Action, and take the actions described herein.

8. This Stipulated Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed with an NCA. The terms of this Agreement or statements made by the Respondent in support of this Agreement shall **not** be use against Respondent.

9. This Agreement is binding upon the Board and the Respondent.

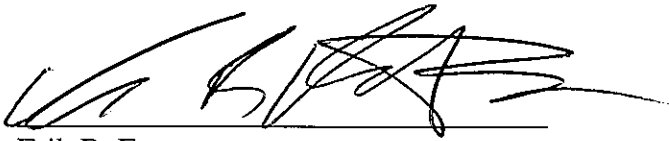
10. Failure to comply with the terms and conditions of this Stipulated Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent. In the event the Respondent fails to comply with the provisions of this Stipulated Agreement, the Board shall have the right to take such action against Respondent as it deems appropriate under the circumstances, including revoking Respondent's license.

11. This Stipulated Agreement is a settlement of New Mexico Real Estate Appraisal Board Case Number 30, 11-07-20, and only the specific allegations contained therein. The board reserves the right to initiate proceedings for any other violations of

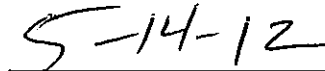
the New Mexico Real Estate Appraisers Practice Act or the Rules and Regulations of the Board adopted pursuant to that Act.

12. The complaint and this Stipulated Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E). 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 acknowledges that he had read this entire Agreement and that he has knowingly, intentionally and voluntarily executed this Stipulated Agreement.



Erik B. Fuentes
Respondent
10 Camino Caballos Spur
Lamy, New Mexico 87540
(505) 660-8320



Date

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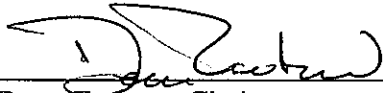
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ORDER

This matter having come before the New Mexico Real Estate Appraisers Board on September
21, 2012 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

9-21-12

Date