

**BEFORE THE REAL ESTATE APPRAISER BOARD
STATE OF OKLAHOMA**

In the Matter of SUZANNE K. BLOYED,)
)
Respondent.) Complaint #10-075

CONSENT ORDER FOR RESPONDENT SUZANNE K. BLOYED

COMES NOW the Oklahoma Real Estate Appraiser Board ("OREAB"), by and through the Prosecuting Attorney, Stephen McCaleb, and the Respondent SUZANNE K. BLOYED, represented by her counsel, Rachel Lawrence Mor, and enter into this Consent Order pursuant to Oklahoma Statutes Title 59 §858-700, et seq. and Oklahoma Administrative Code 600:10-1-1, et seq. All sections of this order are incorporated together.

AGREED FINDINGS OF FACT

1. On or about April 26, 2010, Wells Fargo (the "client") hired Respondent to complete an appraisal (the "appraisal") for a property located at 2019 W. Ute Street, Tulsa, Oklahoma (the "subject property").

2. The appraisal's date of appraised value was reported as April 29, 2010. Respondent reported a final estimate of value as Eighty Two Thousand Dollars and 00/100 (\$82,000.00). The property assignment type was for a purchase transaction. The report was signed by Respondent and submitted to the client. In the contract section of the report, Respondent reports that a contract was pending for Seventy Nine Thousand Nine Hundred Dollars and 00/100 (\$79,900.00). Said report was transmitted to the borrower on or about May 6, 2010.

3. A second report was completed by the Respondent and was submitted to the client, and then from the client to the borrower on or about May 14, 2010. Respondent was notified that a counter offer had been made which was Eighty Seven Thousand Nine Hundred Dollars and 00/100 (\$87,900.00). The second appraisal reflected the contract price of Eighty Seven Thousand Nine Hundred Dollars and 00/100 (\$87,900.00), and states that the new price

was the counter-offer. Respondent's estimated market value of Eighty Two Thousand Dollars and 00/100 (\$82,000.00) remained constant.

4. A third report was completed by the Respondent and was submitted to the client, and then from the client to the borrower on or about May 21, 2010. The third appraisal reflected a contract price of Eighty Seven Thousand Nine Hundred Dollars and 00/100 (\$87,900.00), and states that this price is the original contract (and not a counter offer as written in the second appraisal). Respondent's original estimated market value of Eighty Two Thousand Dollars and 00/100 (\$82,000.00) was changed to Eighty Seven Thousand Dollars and 00/100 (\$87,000.00), with the same April 29, 2010, effective date as the first and second appraisals. In the third Appraisal, Respondent added an additional comparable as number three and moved the original third comparable to the number six position. This additional comparable number three was a home in the same addition as the subject property and was included to support the final value. However, Respondent did not provide an explanation as to why Respondent chose an additional comparable three.

5. In the third report, Respondent provided for an adjustment to the bathroom from \$2,500 to \$3,000, for a two bathroom home, which Respondent contends is typical and supported by the market. However, Respondent did not provide an explanation for the adjustment.

6. In all of the reports, Respondent's gross living area ("GLA") adjustment to comparable two is not consistent. All other sales were adjusted at \$30 per square foot. Comparable two was adjusted at \$4.29 a square foot. Respondent states that this inconsistency was due to a flaw in the Alamode software program which, from time to time, does not lock in the field and therefore does not hold the number once entered. Respondent reports that because the number entered did not lock in, the calculation changed and was erroneous. This software flaw has been generally documented and acknowledged by Alamode. However, Respondent did not catch the error in the number or the computer software flaw at the time the report was entered. The prosecution states that Respondent is still responsible for the contents of the report.

7. Respondent's appraisal report states, in the Appraiser's Certification, that the appraisal was developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice. It also states that the Respondent was aware of, and has access to, the necessary and appropriate public and private data sources, such as multiple listing services,...for the area in which the property is located.

8. Respondent is a state certified residential appraiser in the State of Oklahoma, holding certificate number 10442CRA and was first licensed with the Oklahoma Real Estate Appraiser Board on December 9, 1992. She has been an appraiser for over 35 years and has never had a complaint issued against her. She has cooperated fully in this matter and recognizes that the errors in her report.

AGREED CONCLUSIONS OF LAW

1. That Respondent has violated 59 O.S. § 858-723(C)(6) through 59 O.S. §858-726, in that Respondent violated:

A) Standards Rules 1-1, 1-2, 2-1, and 2-2 of the Uniform Standards of Professional Appraisal Practice, by completing a report that is inconsistent with calculation errors and did not explain the change from \$82,000.00 to \$87,900.00 .

CONSENT AGREEMENT

The Respondent, by affixing her signature hereto, acknowledges:

1. That Respondent has been advised to seek the advice of counsel prior to signing this document, and
2. That Respondent possesses the following rights among others:
 - a. the right to a formal fact finding hearing before a disciplinary panel of the Board;
 - b. the right to a reasonable notice of said hearing;

- c. the right to be represented by counsel;
- d. the right to compel the testimony of witnesses;
- e. the right to cross-examine witnesses against him; and
- f. the right to obtain judicial review of the final decision of the Board.

3. The Respondent stipulates to the facts as set forth above and specifically waives her right to contest these findings in any subsequent proceedings before the Board and to appeal this matter to the District Court.

4. The Respondent consents to the entry of this Order affecting her professional practice of real estate appraising in the State of Oklahoma.

5. The Respondent agrees and consents that this Consent Order shall not be used by her for purposes of defending any other action initiated by the Board regardless of the date of the appraisal.

6. All other original allegations in this matter are dismissed.

ORDER

WHEREFORE, on the basis of the foregoing Agreed Findings of Fact and Agreed Conclusions of Law, it is ordered and that:

1. Respondent successfully completes corrective education as follows:
 - FIFTEEN (15) HOURS – 611: Residential Market Analysis & Highest and Best Use.

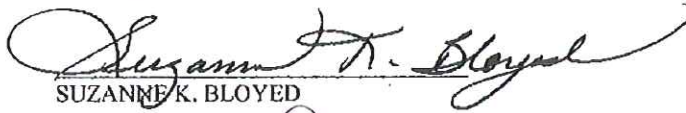
DISCLOSURE

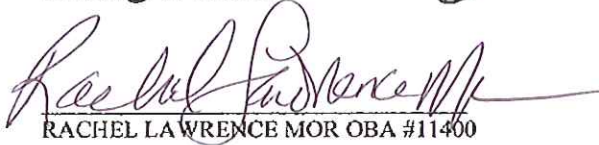
Pursuant to the Oklahoma Open Records Act, 51 O.S. §§24-A.1 – 24A.21, the signed original of this Consent Order shall remain in the custody of the Board as a public record and shall be made available for public inspection and copying upon request.

FUTURE VIOLATIONS

In the event the Respondent fails to comply with any of the terms and conditions of this Consent Order, Respondent must show cause why such terms and conditions have not been met.

RESPONDENT:


SUZANNE K. BLOYED


RACHEL LAWRENCE MOR OBA #11400

Nov. 22, 2011
DATE

CERTIFICATE OF BOARD PROSECUTING ATTORNEY

I believe this Consent Order to be in the best interests of the Oklahoma Real Estate Appraiser Board, the State of Oklahoma and the Respondent with regard to the violations alleged in the formal Complaint.



STEPHEN MCCALED, OBA #15649
Board Prosectuor
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

12-15-11
DATE

IT IS SO ORDERED on this 14th day of December, 2011.



Shannon Gabbert
SHANNON GABBERT, Secretary
Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE
APPRAISER BOARD**

By: *Bryan Neal*
BRYAN NEAL, OBA #6590
Assistant Attorney General
Attorney for the Board
2401 NW 23rd Street, Suite 28
Oklahoma City, Oklahoma 73152

CERTIFICATE OF MAILING

I, Christine McEntire, hereby certify that a true and correct copy of the above and foregoing Consent Order for Respondent Suzanne K. Bloyed was mailed postage prepaid by certified mail with return receipt requested on this 19th day of December, 2011 to:

Rachel Lawrence Mor
3037 N.W. 63rd Street, Suite 205
Oklahoma City, Oklahoma 73116
Counsel for Respondent

7010 3090 0000 3334 7509

and that copies were mailed to:

Bryan Neal, Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105

Stephen L. McCaleb
DERRYBERRY & NAIFEH
4800 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Suzanne K. Bloyed
6320 E. 57th Street
Tulsa, Oklahoma 74135


CHRISTINE MCENTIRE