

FILED

MAY 05 2023

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

Real Estate Appraiser Board
State of Oklahoma

In the Matter of TIFFENEY A. GOODPASTURE,)
Respondent.)

Complaint No. 22-015

CONSENT ORDER

COMES NOW the Oklahoma Real Estate Appraiser Board ("OREAB"), by and through the Prosecuting Attorney, Stephen McCaleb, and Tiffeney A. Goodpasture ("Respondent"), by and through her attorney of record, 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. In December of 2020, Respondent was hired to complete an appraisal (the "Appraisal") for a property located at 2040 South May Avenue, Guthrie, OK 73064 (the "Subject"). The Lender/Client was First United Mortgage. Respondent completed the Appraisal with an effective date of December 31, 2020. The assignment type was for a purchase transaction. The appraisal was reported as performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

2. Respondent committed some errors in the report.

General

3. This Appraisal report does not contain any additional identified Scope of Work comments or analysis beyond those contained in the preprinted URAR form.

4. The appraiser provided the standard Scope of Work statement but did not adequately describe the problem identification.

Neighborhood

5. The market area trends were not adequately discussed and analyzed.

6. Respondent provided a generic neighborhood description. The neighborhood description in the Appraisal is a two-by-six-mile area which differs from the radius search parameters found in the work file that were used for comparable sale research.

7. Both the neighborhood and market conditions section of the form are comprised of "boiler plate" comments. There is no significant analysis of the market area economic attributes.

8. There is a disagreement regarding how far the appraiser should have gone outside the neighborhood boundaries in order to find like properties.

Improvements

9. The subject property was new construction.

10. Respondent's work file included the builder's specifications but these were not included in the appraisal report.

11. Comparable number 1 was a spec home and the subject property had additional custom features which gave it superior appeal. Appraiser did not fully explain why the subject property was superior.

12. The Appraisal did not address the Subject's \$100,000+/- cost of the shop and its \$25,000 adjusted contributory value in the market as a superadequacy in the improvement section but did discuss it in the cost approach.

Cost Approach

13. Respondent did not identify and correctly analyze depreciation items because the subject was new construction.

14. The Appraisal report analysis of Subject's prior transfer history indicates the Subject lot sold 4/1/2020 for \$22,500. The prior sale price is correct, but the sale date is wrong.

15. The information regarding other golf course sites were contained in the work file, but were omitted from the report.

16. The appraiser interviewed the builder and the report relies on builder quotes for the cost estimate but the builder's cost estimate was not included in the report.

17. There is no supporting data provided in the report indicating \$75,000 for functional obsolescence is the correct amount. Respondent did correctly "identify" functional obsolescence exists, but did not provide a sufficient explanation on how the \$75,000/\$25,000 adjustments were developed.

Sales Comparison Approach

18. Respondent did not satisfactorily describe the subject property's considerable upgrades which increased the property's value. .

19. The Subject is located in a neighborhood and market area with extremely limited sale data. In the Respondent's work file, the search parameters are a wide radius from the west

side of Guthrie, south past Seward Road, west near Cashion and north across the Cimarron River. MLS search parameters are different from the Appraisal described boundaries and market area.

20. The appraisal report did not fully describe the subject's upgrades which demonstrated the reason for the \$120,000 difference in sale price between the Subject and sale 1.

21. No support was provided in the report to explain how the \$15,000 site adjustment was developed. The information was in the work file only.

22. Sale 1 appears to be most like the Subject in location, age, quality, and condition; however, the adjusted indicated value does not support the final value opinion. The shop adjustment is unsupported.

23. Sales 2 & 3 are outside the Subject's subdivision. Using sales outside the area was necessary and acceptable because of limited data in the market area. However, Sale 2 did not have support for the site size adjustment or an explanation on how the \$15,000 site adjustment was developed.

24. Sale 3 is on a 5.25-acre tract and the Appraisal does not provide any support for the negative \$15,000 site adjustment. The Subject is a 1-acre tract and there is no data provided to support the difference in marketability or value between a 1-acre golf course site and a 5-acre tract.

Final Reconciliation

25. The applicability and suitability of the approaches used to arrive at value conclusions were not fully discussed in the report.

26. The report does not contain the builder's cost estimate and other local builder cost quotes.

General - Revisited

27. The appraisal results were not fully conveyed in the report.

28. Respondent did not include the builder specifications in the description of improvements.

29. Builder quotes should have been included in the report and they were not found in the work file.

30. Respondent's use of older home for comps 2 and 3 were not explained.

31. Respondent did not properly explain the support for the \$75,000 adjustment in the cost approach for functional obsolescence.

32. Respondent's use of comparable sales on larger 5-acre tracts was not explained in the report but the information and support was included in the appraiser's work file.

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. The Competency Rule of the Uniform Standards of Professional Appraisal Practice;
- B. The Scope of Work Rule of the Uniform Standards of Professional Appraisal Practice; and
- C. Standard 1, Standards Rules 1-1, 1-2, 1-3, 1-4, 1-5, and 1-6; and Standard 2, Standards Rules 2-1, and 2-2 of the Uniform Standards of Professional Appraisal Practice. These include the sub-sections of the referenced rules.

2. That Respondent has violated 59 O.S. § 858-723(C)(7): "Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report or communicating an appraisal."

3. That Respondent has violated 59 O.S. § 858-723(C)(8): "Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal."

4. That Respondent has violated 59 O.S. § 858-723(C)(9): "Willfully disregarding or violating any of the provisions of the Oklahoma Certified Real Estate Appraisers Act."

5. That Respondent has violated 59 O.S. § 858-723(C)(6): "Violation of any of the standards for the development or communication of real estate appraisals as provided in the Oklahoma Certified Real Estate Appraisers Act."

6. The OREAB reserves the right to amend or addend these allegations should evidence presented or discovered during the proceeding constitute clear and convincing proof that such amendments or addenda are warranted.

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.

2. That Respondent possesses the following rights among others:
 - A. The right to a formal factfinding 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 her; 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 both her right to contest these findings in any subsequent proceedings before the Board and her right 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.

7. Respondent acknowledges this will be placed on the Board's agenda for its next monthly meeting, after receipt of the executed Order from Respondent, and notice for the Order's placement on that Agenda is accepted.¹

8. All parties to this Consent Order have been represented by counsel.

9. This Consent Order may be executed in one or more counterparts, but all of such counterparts, taken together, shall constitute only one Consent Order. When delivered to the other party, facsimile and visual digital reproductions of original signatures shall be as effective as if they were the originals.

10. This Consent Order shall be governed by the internal laws of the State of Oklahoma without regard to the conflict of law principles.

11. This Consent Order contains the entire agreement between the parties hereto and all provisions of this Consent Order are contractual and not a mere recital. The Parties acknowledge that no presentation or promise not expressly set forth in this Consent Order has been made by any of the Parties hereto or any of their agents, employees, representatives, or attorneys.

¹ Currently, the next Board meeting is scheduled for May 5, 2023, at 9:30 a.m.

No modification of, or amendment to, this Consent Order shall be valid unless it is in writing and signed by the Parties. In the event any portion of this Consent Order shall be declared illegal or unenforceable as a matter of law, the remainder of the Consent Order shall remain in full force and effect.

12. This Consent Order is intended by the Parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understanding, discussions, negotiations, and commitments (written or oral). This Consent Order may not be altered, amended, modified, supplemented, or otherwise changed, except by a writing executed by an authorized representative of each of the Parties.

13. The undersigned Respondent agrees that presentation of this Consent Order to the OREAB without the undersigned Respondent being present shall not constitute an improper *ex parte* communication between the OREAB and its counsel.

14. The Parties represent and warrant to one another that each Party has authority to enter into this binding Consent Order. The OREAB represents and warrants that the undersigned have full authority to execute this Consent Order on behalf of the OREAB and bind the OREAB to the terms set forth herein.

15. The Parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Consent Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

16. The Parties acknowledge that they understand the provisions of this Consent Order.

CONSENT ORDER TO BE ACCEPTED OR REJECTED BY THE BOARD

The Oklahoma Real Estate Appraiser Board will not submit this Consent Order for the Board's consideration until its agreement and execution by the Respondent. It is hereby agreed between the Parties that this Consent Order shall be presented to the Board, with recommendation for approval of the Board, at the next scheduled meeting of the Board. The Respondent understands that the Board is free to accept or reject this Consent Order and, if rejected by the Board, it shall be regarded as null and void. Admissions by Respondent in the rejected Consent Order will not be regarded as evidence against her at the subsequent disciplinary hearing. Respondent will be free to defend herself and no inferences will be made from her willingness to have entered into this agreement. It is agreed that neither the presentation of the Consent Order

nor the Board's consideration of the Consent Order will be deemed to have unfairly or illegally prejudiced the Board or its individual members and, therefore, will not be grounds for precluding the Board or any individual Board member from further participation in proceedings related to the matters set forth in the Consent Order.

ORDER

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

1. Respondent shall take the following corrective education either online or in person:

- | | | | |
|----|-----|--|----------|
| A. | 611 | Residential Market Analysis & HBU | 15 Hours |
| B. | 612 | Residential Site Valuation & Cost Approach | 15 Hours |
| C. | 613 | Residential Sales Comparison & Income Approach | 15 Hours |

2. Respondent agrees that she will successfully complete, pass the test, and provide proof of completion and passing of the tests to the Board's office for the courses completed, within ninety (90) days from the date the Board approves this Order. Failure to complete and pass the courses in a timely matter will result in suspension until the courses are passed and completed with proof of completion and passing of the tests to the Board's office. Respondent shall receive credit for the completed courses, as identified in ¶1, sub-paragraphs A-C hereinabove.

3. Respondent shall pay an administrative fine in the amount of five-hundred dollars (\$500), to be paid within thirty (30) days of notification of Respondent of the Board's Order imposing the administrative fine, pursuant to 59 O.S. §858-723.

4. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of Respondent's license. For good cause, an extension may be granted by the Board. An application for an Extension of Time should be filed at least five (5) business days in advance of the Board meeting to be placed on a Board meeting agenda in advance of the deadline to comply with this Consent Order.

DISCLOSURE

Pursuant to the Oklahoma Open records Act, 51 O.S. §24-A.1 through §24-A.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.

RESPONDENT:

Tiffeney Goodpasture
TIFFENEY A. GOODPASTURE

5/4/23
DATE

Rachel Lawrence MO
RACHEL LAWRENCE MO, OBA NO. 11400
Counsel for Respondent

May 4, 2023
DATE

CERTIFICATE OF BOARD'S 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 L. McCaleb
STEPHEN L. MCCALED, OBA NO. 15649
Board Prosecutor
400 NE 50th St.
Oklahoma City, OK 73105

5-5-23
DATE


IT IS SO ORDERED on this 5th day of May, 2023.



Jenelle LePoint
JENELLE LEPOINT, Board Secretary
Oklahoma Real Estate Appraiser Board

**OKLAHOMA REAL ESTATE
APPRAISER BOARD:**

By:


BRYAN NEAL, OBA NO. 6590
Assistant Attorney General
Attorney for the Board
313 NE 21st St
Oklahoma City, OK 73105

CERTIFICATE OF MAILING

I, Jenelle LePoint, hereby certify that on the 9th day of Mar, 2023, a true and correct copy of the above and foregoing Consent Order was sent via first-class U.S. Mail, certified and return-receipt requested, with proper postage prepaid there on, to the following:

Rachel Lawrence Mor
Landmark Towers West, Ste. 1000
3555 NW 58th St
Oklahoma City, OK 73116

9214 8902 0982 7500 0539 43

and by first-class U.S. Mail to:

Bryan Neal, Assistant Attorney General
Office of the Attorney General
of the State of Oklahoma
313 NE 21st St
Oklahoma City, OK 73105

Stephen L. McCaleb, Esq.
Derryberry & Naifeh, LLP
4800 N. Lincoln Blvd.
Oklahoma City, OK 73105



JENELLE LEPOINT