

6. That on or about January 6, 2025, the OREAB received a grievance from Kristine Hughes with Amrock, LLC regarding the Respondent. The grievance went to the OREAB's Probable Cause Committee who recommended it be adopted as a complaint to the OREAB and was so adopted by the OREAB.

7. An analysis of the subject appraisal report was conducted by an appraiser-examiner of the Board. The examiner found numerous issues with the appraisal report.

8. Respondent's appraisal report contains a series of errors that could affect the credibility of the results.

9. Respondent submitted an inadequate work file that contained numerous issues. These issues included:

- a. Respondent submitted a work file that does not include sufficient information on sales and rentals used in the appraisal report.
- b. The Respondent did not provide adequate information in the work file to support the information in the Neighborhood Section of the appraisal report.
- c. The work file does not contain sufficient information showing what sales the appraiser considered, rental information or information on the neighborhood prices.
- d. The work file does not contain adequate comparable information.
- e. Respondent's work file does not adequately include information on the appraiser's inspection of the subject property.

10. The Respondent entered the incorrect address for the subject property on the appraisal report.

11. The Respondent's appraisal report did not contain a sufficient analysis of the subject property's current sale. The subject report only stated the days the property was listed on the market and described the sale contract as standard and typical.

12. The Market Conditions section of the report, states there are "zero" multi-family sales within Vinita, Oklahoma in the two years prior to the effective date of the appraisal. This is not accurate as there were two duplexes in this area that sold during this time period.

13. Respondent used "single family housing trends" which makes the report misleading as the heading in the report is title "2-4 Unit Housing Trends". Moreover, as stated above there were two multi-family sales in the subject area during this time period.

14. Respondent incorrectly stated in the report that the subject property is zoned as A-1 (General Agriculture). The subject property is zoned as R-1 (Single-family residential district).

15. The Respondent failed to use adequate comparable rentals in the report. Respondent stated in the report that the comparable rentals were taken from the subject area. This is an inaccurate statement as the three Comparable Rentals stated in the report are located in different towns than the subject property. Moreover, the comparable rentals are all single-family home rentals when the subject is a multi-family rental.

16. The Respondent states that Unit # 1 of the subject property is vacant but incorrectly states the monthly actual rent is \$650 instead of \$0.

17. The MLS listing for the subject property states that rent includes utilities. The Respondent did not take this into consideration when comparing to Comparable Rentals. Moreover, Respondent incorrectly stated in the report that utilities were not included for the subject property.

18. The Respondent used one land sale to determine a lot value for the subject. This land sale is a three acre lot, which is not comparable to the subject property.

19. Comparable Sale # 1 in the Sales Comparison Approach in the appraisal report does not have the correct information. According to MLS, this is a four-unit dwelling with two 2-bedroom units and two 3-bedroom units with the square footage of 4,482. The Respondent states this sale comparison as having two units and has a gross living area of 2,241 square feet. The Respondent's failure to correctly enter information for Comparable Sale # 1 makes the Respondent's Adjusted Sale Price of the Comparable incorrect.

20. The lot size for Comparable Sale # 1 in the report is incorrect. The county assessor's records state that the lot size is 10,502 square feet. Moreover, there is no data provided in the Respondent's work file illustrating where the Respondent obtained the lot size for this comparable.

21. The lot size for Comparable Sale # 2 in the report is incorrect. The county assessor's records state that the lot size is 8,802 square feet. Moreover, there is no data provided in the Respondent's work file illustrating where the Respondent obtained the lot size for this comparable.

22. Comparable Sale # 3 is a single-family residence and should not have been used in the appraisal report.

23. The Respondent's series of errors for Comparable Sale # 1, Comparable Sale # 2, and Comparable Sale # 3 create an unreliable value for the sales approach amount in the appraisal report.

24. The lot size for the subject property is incorrect in the report. The lot size is 13,779 square feet. The Respondent states the size of the area is 13,068 square feet. Further, in the line for site dimensions in the report, the Respondent states "County Assessor" instead of the dimensions.

25. The Respondent was not competent to perform the assignment and did not acquire the necessary competency to perform the assignment or decline or withdraw from the assignment.

CONCLUSIONS OF LAW

1. The Board has jurisdiction over this matter and Respondent, pursuant to the Oklahoma Certified Real Estate Appraisers Act, 59 O.S. § 858-723.

2. The Respondent has violated 59 O.S. § 858-723(C)(6) regarding the development and communication of the real estate appraisals.

3. The Respondent has violated 59 O.S. § 858-723(C)(7) for failure to exercise reasonable diligence in developing the appraisals.

4. The Respondent has violated 59 O.S. § 858-723(C)(8) for negligence and incompetence in developing appraisals and preparing the appraisal reports.

5. The Respondent has violated 59 O.S. § 858-726 for a failure to comply with the Uniform Standards of Professional Appraisal Practice. More Specifically:

- a. The Records Keeping Rule of the Uniform Standards of Professional Appraisals Practice;
- b. The Scope of Work Rule of the Uniform Standards of Professional Appraisals Practice;
- c. The Competency Rule of Uniform Standards of Professional Appraisals Practice; and
- d. Standard Rules 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 2-1, and 2-2 of the Uniform Standards of Professional Appraisals Practice. These include subsections of the referenced rules.

CONSENT AGREEMENT

The Respondent, by affixing her signature hereto, acknowledges:

1. The Respondent has been advised to seek advice of counsel prior to signing this document.
2. The 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 the facts set forth above and specifically waives her rights to contest these findings in any subsequent proceeding before the Board and her rights to appeal this matter to District Court.
4. The Respondent acknowledges that the entry of this Order could affect her professional practice of real estate appraising in 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. Respondent acknowledges that this Agreement will be placed on the Board's Agenda for its next monthly meeting, after receipt of the executed Order from the Respondent, and notice for the Order's placement on that Agenda is accepted.

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

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

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

10. 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 all prior or contemporaneous agreements, understandings, 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 authored representative of each of the parties.

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

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

13. The parties acknowledge they understand the provisions of this Consent Order.

ORDER

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

14. The Respondent will successfully complete and provide proof of the completion to the Board's office of the following Corrective Education Course offered by The Appraisal Foundation within six (6) months from the date the Consent Order is finalized. The course to be taken is:

A. Appraiser Self Protection: Documentation and Record Keeping

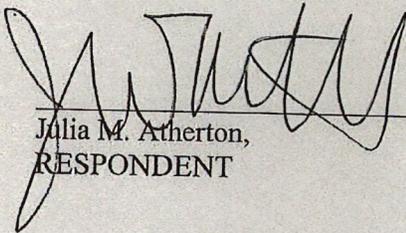
15. An administrative fine in the amount of Two Hundred Fifty Dollars (\$250.00) is to be paid by the Respondent in accordance with 59 O.S. § 858-723(B)(2). This fine shall be paid within thirty (30) days of the Consent Order being signed by the Board.

16. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of the 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 so it can be placed on the meeting agenda in advance of the deadline to comply with this Consent Order.

DISCLOSURE

Pursuant to the Oklahoma Open Records Act, Title 51 Oklahoma Statutes, Sections 245-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.

I have read the above Consent Order. I understand that by its terms I waive certain rights accorded to me under Oklahoma law. I agree to the above Consent Order.



Julia M. Atherton,
RESPONDENT

10.31.2025
Date:

CERTIFICATION OF BOARD PROSECUTING ATTORNEY

I believe this Consent Order to be in the best interest of the Oklahoma Real Estate Appraiser Board regarding the violations outlined in the foregoing Consent Order.



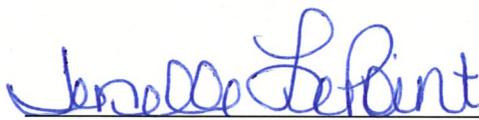
D. Ty Mowdy, OBA No. 34733
Assistant Attorney General
Oklahoma Office of the Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Email: ty.mowdy@oag.ok.gov
Counsel for the Oklahoma Real Estate Appraiser Board



DATE:

IT IS SO ORDERED on this 7th day of November, 2025





Jenelle LePoint, Board Secretary
Oklahoma Real Estate Appraiser Board



Bryan Neal, OBA No. 6590
Assistant Attorney General
Oklahoma Office of the Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105

CERTIFICATE OF MAILING

I, Kelly Ann Reynolds, hereby certify that on the 7th day of November 2025, a true and correct copy of the above and foregoing Consent Order was placed in the U.S. Mail, with postage pre-paid by Certified Mail to:

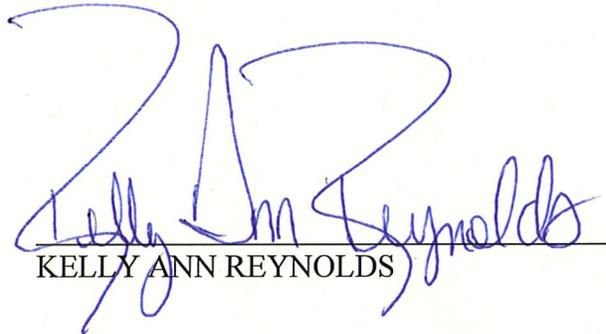
Julia Atherton
24976 Timlake Rd
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9214 8902 0982 7500 0748 94

by First Class Mail to:

Bryan Neal, Assistant Attorney General
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KELLY ANN REYNOLDS