

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

FILED

AUG 07 2026

Real Estate Appraiser Board
State of Oklahoma

In the Matter of DANIELLE W. BROWN,)
)
Respondent.)

Complaint # 25-035

CONSENT ORDER

COMES NOW the Oklahoma Real Estate Appraiser Board ("OREAB"), by and through the Prosecuting Attorney, D. Ty Mowdy, and Danielle W. Brown ("Respondent"), by and through her attorney, Justin King, and enter this Consent Order, pursuant to Oklahoma Statutes, Title 59, Sections 858-700, *et seq.*, and Oklahoma Administrative Code 600:10-1-1, *et seq.* All sections of this order are incorporated herein.

AGREED FINDINGS OF FACT

1. Respondent, Danielle W. Brown, is a certified residential appraiser in the State of Oklahoma, holding certificate number 12785CRA.
2. Respondent was hired to appraise the subject property with the address of 1240 River Chase Drive, Edmond, Oklahoma 73025 (hereinafter the "subject property").
3. The Respondent submitted an appraisal report with an effective date of September 25, 2025, and a signature date of October 6, 2025 (hereinafter the "original appraisal report").
4. The Respondent submitted a revised appraisal report with a signature date of October 7, 2025, and created a second revised appraisal report with a signature date of October 8, 2025.
5. The appraisal report states the borrower is Jeffrey W. Rowley. It is further stated that the lender/client is Waterstone Mortgage Corp/Dept of VA.

6. That on or about October 21, 2025, the OREAB received a grievance 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 reports was conducted by an appraiser-examiner of the Board. The examiner found numerous issues with the appraisal report.

8. Respondent submitted the original appraisal report with an inaccurate and non-credible square footage calculation of the subject property.

9. Respondent measured the first-floor level of the subject property and allowed a trainee to measure second-floor level of the subject property for the original appraisal report that was submitted.

10. The aforementioned trainee used the county assessor's measurements for the second level of the subject property which resulted in an inaccurate statement of the subject property's total square footage in the original appraisal report.

11. Respondent relied on information gathered by a trainee during the appraisal inspection of the second-floor level of the subject property when calculating the square footage of the subject property for the original report.

12. Respondent did not personally take the size measurements of the second-floor level of the subject property included in the original report.

13. Respondent signed an Appraiser's Certification on page 5, paragraph 19 of the submitted appraisal reports that states in part, "If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individuals(s) and disclosed the specific tasks

performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks.”

14. Respondent failed to disclose in the submitted appraisal reports that an individual provided assistance in the appraisal of the subject property. Moreover, Respondent failed to identify the tasks performed by the individual.

15. Respondent failed to include in the appraisal reports and work file any mention of the individual that inspected the second-floor level of the subject property. Further, Respondent failed to disclose the tasks performed by the individual.

16. Respondent’s work file for the subject appraisal did not contain any reference or support as to the site value for the subject property.

17. Respondent did not adequately provide an explanation or an analysis as to why there were no adjustments for the comparable sales regarding site sizes in the Sales Comparison Approach despite the site sizes of the Comparable sales differing from the subject property.

18. Respondent did not adequately discuss or mention in the appraisal reports that the comparable sales lacked a water view despite the subject property having a water view.

19. Respondent’s work file contains no reference to the subject property’s mandatory Homeowner’s Association or its annual dues.

20. Respondent provides in the appraisal reports that the neighborhood of the subject property has 2-4 Unit use, Multi-Family use, and Commercial use but does not to describe or discuss where these land uses are in relation to the subject property. Moreover, Respondent states that 10 percent of the neighborhood land use is vacant or agriculture but does not provide where this land use is in relation to subject property.

21. Respondent stated in the original appraisal report that the subject property had 5 bedrooms and 4.1 bathrooms. The MLS sheet for the subject property states that there are 4 bedrooms and 4 and 1/2 bathrooms. The Respondent's revised appraisal reports states 5 bedrooms and 4 bathrooms. Respondent failed to discuss the discrepancy between the number of bedrooms and bathrooms.

22. Respondent states in the Sales Comparison Approach section of the appraisal reports "There was no market data at this time to determine any reaction for water view at this time", but the Respondent failed to include information in the work file that this had been considered or analyzed.

23. Respondent failed to provide information for the adjustment of Comparable Sale 2 for the condition and age in the Sales Comparison Approach section of the appraisal reports.

24. In the Sales Comparison Approach section of the appraisal reports, the Respondent failed to provide an adequate explanation as to the adjustments for the three Comparable Sales for the room count.

25. Respondent provided a Summary of the Sales Comparison Approach and provides that the Gross Living Area adjustments were based on \$65.00 per square foot at 37 percent to 40 percent of their sales price. Respondent did not explain or demonstrate if this was market derived data and failed to provide an analysis to determine these adjustments.

26. Respondent included a minus \$10,000 adjustment for Comparable Sale 1 in the Sales Comparison Approach Section of the appraisal reports for its garage but did not provide an explanation in the appraisal reports or work file for how this adjustment was determined.

27. Respondent included a plus \$1,500 adjustment for Comparable Sale 1 in the Sales Comparison Approach Section of the appraisal reports for "Cov/Por,CovPat" but failed to provide an explanation in the appraisal reports or work file for how this adjustment was determined.

28. Respondent failed to provide an explanation or analysis as to why no adjustment was made for Comparable Sale 2 and 3 in the Sales Comparison Approach Section of the appraisal reports for the Porch/Patio/Deck section.

29. Respondent included a minus \$1,500 adjustment for Comparable Sale 3 in the Sales Comparison Approach Section of the appraisal reports for an extra fireplace but failed to provide an explanation in the appraisal reports or work file for how this adjustment was determined.

30. Respondent included a minus \$45,000 adjustment for Comparable Sale 3 in the Sales Comparison Approach Section of the appraisal reports for an inground pool and spa but failed to provide an explanation in the appraisal reports or work file for how this adjustment was determined.

31. The Respondent's work file did not contain sufficient information and reasoning for the adjustments that were made on the sales grid in the Sales Comparison Approach in the appraisal reports.

32. Respondent's work file contained insufficient data, information and documentation necessary to support the Respondent's opinions and conclusions in the appraisal reports.

33. Respondent failed to complete the assignment and appraisal report competently as there is inaccurate information provided in appraisal report.

34. Respondent did not correctly complete the research and analyses to produce a credible appraisal report.

35. Respondent's work file lacked a reconciliation of the pair sales analysis found in the work file.

36. Respondent's appraisal report with a signature date of October 8, 2025, included in the work file was not signed by the Respondent.

AGREED CONCLUSIONS OF LAW

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

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

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

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

41. 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 her; 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 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 courses within three (3) months from the date the Consent Order is finalized. The courses to be taken are:

- A. Course #614 – Residential Report Writing and Case Studies (15 Hours, Credit)
- B. Appraisal Foundation - *Ethics, Competency, and Negligence* (4 Hours, No Credit)
- C. Appraisal Institute, Course #906 - Online Measure it Right! Using the ANSI Standard for Residential Properties (4 Hours, No Credit)

15. An administrative fine in the amount of Seven Hundred and Fifty Dollars (\$750.00) 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.

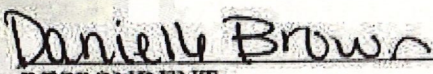
16. Failure to comply with the preceding paragraphs in a timely manner will result in an instant suspension of the Respondent's license. For good cause, an extension may be granted by the Board. An application for an Extension of Time should be filed at least five (5) business days

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 24A.1 through 24-A.40, 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.

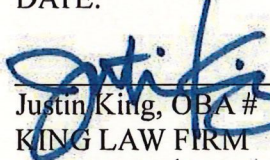
APPROVED:


RESPONDENT:

Danielle W. Brown

07-31-2026

DATE:

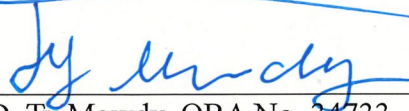

Justin King, OBA # 18755
KING LAW FIRM
245 N.E. 53rd Street
Oklahoma City, OK 73105
Counsel for the Respondent

07-31-2026

DATE:

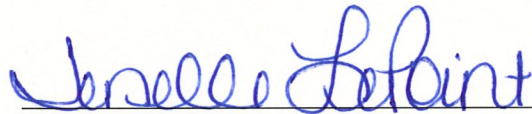
CERTIFICATION OF BOARD PROSECUTING ATTORNEY

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

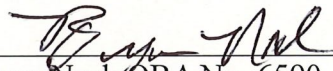


D. Ty Mowdy, OBA No. 34733
Assistant Attorney General
Oklahoma Office of the Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Email: ty.mowdy@oag.ok.gov
Counsel for the Oklahoma Real Estate Appraiser Board

IT IS SO ORDERED on this 7th day of August, 2026



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 14 day of August 2026, 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:

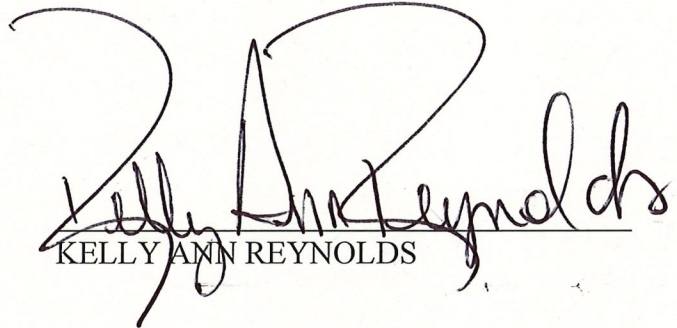
Justin King
KING LAW FIRM
24 NE 53rd St
Oklahoma City, OK 73105

9214 8902 0982 7500 0792 33

by First Class Mail to:

Bryan Neal, Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
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D. Ty Mowdy, Esq.
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KELLY ANN REYNOLDS