

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

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

- a. Respondent submitted a work file that contains insufficient information regarding Multiple Listing Service ("MLS") data sheets on the house sales or land sales.
- b. Respondent submitted a work file that contains insufficient data confirmation.
- c. The Respondent did not provide adequate information in the work file to support the comparable sale information.
- d. The Respondent did not provide adequate information in the work file to support the information in the neighborhood section of the appraisal report.

9. 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. Moreover, an analysis of the subject property's previous sale was not provided.

10. The Respondent's appraisal report did not contain sufficient detail on the three lots of the subject property.

11. The highest and best use statement in the appraisal report failed to provide sufficient information regarding the subject property's three lots.

12. The appraisal report does not provide sufficient information regarding the quality of construction of the additions to the subject property.

13. The subject property was previously sold for \$170,000 on or around February 1, 2023. The Respondent's original appraised value of the subject property was \$419,000 and was

raised to \$479,000 in the second appraisal report. The Respondent's report does not provide an adequate analysis on this increase in value. The Respondent failed to provide sufficient information in the workfile or report to explain the increase in value from the aforementioned previous sale price of \$170,000 to the appraised value of \$479,000.

14. The Respondent failed to provide sufficient information regarding the remodeling of the subject property in the report.

15. The Respondent failed to sufficiently discuss in the report that the subject property was furnished and contained personal property as stated on the MLS listing.

16. The Respondent's appraisal report should have contained two different site grids for the subject property. One grid should show the value for the two lots that have river view and one grid should show the value for the lot with river frontage.

17. Considering the state of the subject property at the effective date of the report, the Respondent incorrectly assigned the subject property with too high grade of quality of construction which resulted in higher cost per square foot than appropriate in the cost approach.

18. Comparable Sale Number 1 in the appraisable report does not provide adequate data to support the positive adjustments. Moreover, the report and work file do not contain sufficient information regarding this comparable sale.

19. Comparable Sale Number 2 in the appraisal report has a large site size at 28.20 acres. The larger site size makes Comparable Sale Number 2 unsuitable for a comparable sale. Moreover, the report and work file do not contain sufficient information regarding this comparable sale.

20. Comparable Sale Number 3 is far superior to the subject property. As such, Comparable Sale Number 3 is unsuitable as a comparable. Moreover, the report and work file do not contain sufficient information regarding this comparable sale.

21. The Respondent fails to provide sufficient justification in the report or work file for the site values.

CONCLUSIONS OF LAW

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

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

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

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

26. 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.

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

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 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 Courses offered by The Appraisal Foundation within ninety (90) days from the date the Consent Order is finalized. The courses to be taken are:

A. Missing Explanations

B. Appraiser Self Protection: Documentation and Record Keeping

C. Ethics, Competency, and Negligence

15. An administrative fine in the amount of Seven Hundred 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 finalized.


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

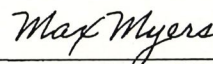
Pursuant to the Oklahoma Open Records Act, Title 51 Oklahoma Statutes, Sections 245-A.1 through 24-A.21, the signed original of this Consent Order shall remain in the custody of the Board as a public record and shall be made available for public inspection and copying upon request.

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.

APPROVED:


RESPONDENT:
Linda L. Harbaugh

4 MARCH 26
DATE:


Max C. Myers, OBA # 17262
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Yale, OK 74085
(405) 564-3610
max@mklawfirm.us
Counsel for the Respondent

March 4, 2026
DATE:

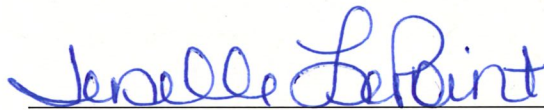
CERTIFICATION OF BOARD PROSECUTING ATTORNEY

I believe this Consent Order to be in the best interest of the Oklahoma Real Estate Appraiser Board 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

IT IS SO ORDERED on this 6th day of March, 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 6th day of March 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:

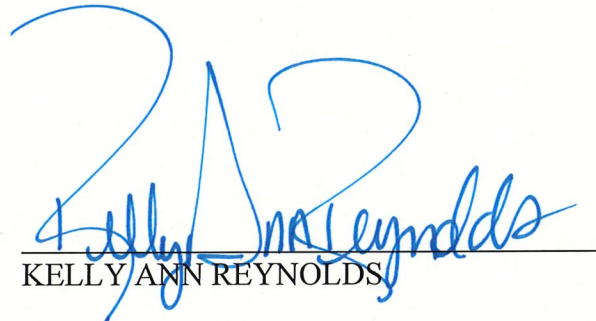
by First Class Mail to:

Linda Harbaugh
c/o Max C. Myers
2511 S Clay Rd
Yale, OK 74085

9214 8902 0982 7500 0767 44

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KELLY ANN REYNOLDS