

1  
2  
3 **COMMISSION OF APPRAISERS OF REAL ESTATE**

4 **STATE OF NEVADA**

5 SHARATH CHANDRA, Administrator,  
6 REAL ESTATE DIVISION,  
7 DEPARTMENT OF BUSINESS AND  
8 INDUSTRY, STATE OF NEVADA,

9  
10 Petitioner,

11 vs.

12 SHELBY BRITTNANY SPRAGNO,  
13 (License No. A.0006286-CR),

14  
15 Respondent.

Case No. 2019-759, AP20.002.S

**STIPULATION AND ORDER  
FOR SETTLEMENT OF  
DISCIPLINARY ACTIONS**

**FILED**

APR 06 2023

NEVADA COMMISSION OF APPRAISERS

*msallo*

16 This Stipulation and Order for Global Settlement of Disciplinary Action (this  
17 "Stipulation") is entered into by and between the State of Nevada, Department of Business  
18 and Industry, Real Estate Division ("Division"), through its Administrator Sharath  
19 Chandra ("Petitioner"), by and through their attorney of record, Christal P. Keegan, Deputy  
20 Attorney General, and Shelby Brittnany Spragno ("RESPONDENT").

21 RESPONDENT, at all relevant times mentioned in the Complaint, was licensed by  
22 the Division as a Licensed Residential Appraiser, License No. A.0006286-CR. She is  
23 therefore subject to the jurisdiction of the Division and the Commission and the provisions  
24 of NRS chapter 645C and NAC chapter 645C.

25 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

26 **Case No. 2019-759, AP20.002.S**

27 1. The Respondent prepared an Appraisal Report for property address 150  
28 Desert Valley Drive, Boulder City, Nevada 89005 ("Property") as a townhouse (Form  
1004UAD ) instead of a condominium (Form 1073UAD). *NRED 000053 – 000076.*

2. The Clark County Assessor's website indicated the Property was a  
condominium. *NRED 000103 – 0000104.*

3. On June 25, 2019, the Respondent indicated the Property as a "condo". *NRED  
000010, 000019.*

1           4.     The Respondent's report and work file provided to the Division contained no  
2 documentation to support the Contract Section of the Appraisal Report. *NRED 000053,*  
3 *NRED 000053 – 000076, and NRED 000012 – 000050.*

4           5.     The Respondent's report provided an area size that did not match the  
5 information provided by the Clark County Assessor. *NRED 000103, and NRED 000053.*

6           6.     The Respondent's report provided inconsistent C2, General Commercial Zone,  
7 classification from her summary that the Property's "highest and best use is s single-family  
8 residence, this coincides with zoning." *NRED 000053.*

9           7.     The Respondent's work file failed to develop the highest and best use for a like  
10 ownership and zoned Property. *NRED 000053, and NRED 000012 – 000050.*

11          8.     The Respondent's report and work file were deficient in supporting certain  
12 value adjustments and data indicated in Comparables under the Sales Comparison  
13 Approach section. *NRED 000054 – 000056, and NRED 000012 – 000050.*

14          9.     The Respondent's report and work file contained no documentation to support  
15 the Cost Approach To Value section. *NRED 000012 – 000050, and NRED 000057.*

16          10.    While the Respondent's report contained the appraisal fee of \$400.00 it failed  
17 to provide the amount of the appraisal management fee (\$75.00) within the report itself.  
18 *NRED 000057.*

19               **SUMMARY OF VIOLATIONS OF LAW SET FORTH IN THE COMPLAINT**

20                       **Case No. 2019-759, AP20.002.S**

21           1.     The RESPONDENT violated the USPAP RECORD KEEPING RULE by  
22 failing to include true copies of all written reports along with all other data, information,  
23 and documentation necessary to support her opinions and conclusions.

24           2.     RESPONDENT violated the USPAP COMPETENCY RULE by failing to  
25 competently perform the assignment as a condominium.

26           3.     RESPONDENT violated the USPAP SCOPE OF WORK RULE by failing to  
27 demonstrate the necessary extents to correctly determine the Property's legal ownership.  
28

1           4.     RESPONDENT violated USPAP Standards Rule 1-1(a) and (c) by failing to  
2 support the work file and performed an aggregate of errors that demonstrated carelessness  
3 and/or negligence.

4           5.     RESPONDENT violated USPAP Standards Rule 1-2(e) and (h) by incorrectly  
5 completing the appraisal as a townhouse, and failing to support the work file, respectively.

6           6.     RESPONDENT violated USPAP Standards Rule 1-3(a) and (b) by failing to  
7 identify and analyze data regarding supply and demand in the work file or report, and  
8 failing to develop a highest and best use, respectively.

9           7.     RESPONDENT violated USPAP Standards Rule 2-1(a) and (b) when the  
10 report was presented as a townhouse, and the report and work file contained insufficient  
11 information which could mislead, respectively.

12          8.     RESPONDENT violated USPAP Standards Rule 2-2(a)(iii), (vii), (viii) & (x),  
13 by failing to sufficiently summarize the property as a condominium and failing to provide  
14 adequate summarized information within the report for her analyses, opinions, and  
15 conclusions.

16          9.     RESPONDENT violated NAC 645C.389(2)(b) by failing to provide the amount  
17 of the appraisal management fee (\$75.00) within the report itself.

#### 18                   **PROPOSED SETTLEMENT AGREEMENT**

19           In an effort to avoid the time and expense of litigating these issues before the  
20 Commission, as well as any possible further legal appeals from any such decision, the  
21 parties desire to compromise and settle the instant controversy in Case No. *2019-759*,  
22 *AP20.002.S*, upon the following terms and conditions:

- 23           1.     RESPONDENT does not admit to all factual allegations and violations above.
- 24           2.     RESPONDENT agrees to pay the Division a total amount of SEVEN  
25 THOUSAND SIX-HUNDRED AND NINETY-FIVE DOLLARS AND NO CENTS  
26 (\$7,695.00) ("Amount Due"), consisting of FOUR-THOUSAND FIVE-HUNDRED  
27 DOLLARS AND NO CENTS (\$4,500.00) in fines imposed by the Division, for all violations  
28

as pled in the above-summarized Complaint, and the Division's pre-hearing costs and attorneys' fees in the amount of THREE-THOUSAND ONE-HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$3,195.00).

3. The Amount Due shall be payable to the Division as follows:

RESPONDENT shall make an upfront payment of \$500, with monthly payments of \$300.00, starting sixty (60) days after approval of this Stipulation by the Commission, to be paid as follows:

1st Year: \$300/month: Total: \$4,100.00

2nd Year: \$300/11 months Total: \$3,300.00

With \$295.00 in the last month of repayment for a total payment of \$7,695.00, as being the total Amount Due hereunder. Lump sums can be made in pre-payment with no penalties.

4. RESPONDENT further agrees to take 23 hours of the following Division approved education courses:

As relevant to Case No. 2019-759, AP20.002.S:

- Not less than 7 hours of Appraising Condos, Co-Ops, and PUDS
- Not less than 4 hours of Ethics, Competence, and Negligence
- Not less than 5 hours in Work File, and
- Not less than 7 hours of Public Records, Square Footage & Real Estate Information Crisis

The 23 hours of continued education set forth herein above shall be completed within 1 year of the Appraisal Commissioner signing the Stipulation. None of the above listed education will count towards license renewal. Upon completion the education must be submitted to the Division. Within one (1) year of completing the required education, the RESPONDENT will submit (1) month of appraisal logs. The Division will select from those logs random appraisals to be reviewed for USPAP compliance, unless the Division finds additional issues with the appraisals reviewed, in which event the Division shall be

1 permitted to pursue additional investigation.

2 4. RESPONDENT and the Division agree that once this Agreement is approved  
3 and fully performed, the Division will close its file in this matter and the Division agrees  
4 not to pursue any other or greater remedies or fines in connection with RESPONDENT  
5 alleged conduct referenced herein. The Division further agrees that unless RESPONDENT  
6 fails to make timely payment, the Division will not bring any claim or cause directly or  
7 indirectly based upon any of the facts, circumstances, or allegations discovered during the  
8 Division's investigation and prosecution of this case.

9 5. RESPONDENT agrees and understands that by entering into this  
10 Stipulation, RESPONDENT is waiving her right to a hearing in each matter at which  
11 RESPONDENT may present evidence in her defense, her right to a written decision on the  
12 merits of the complaint, her rights to reconsideration and/or rehearing, appeal and/or  
13 judicial review, and all other rights which may be accorded by the Nevada Administrative  
14 Procedure Act, the Nevada Real Estate Appraisers statutes and accompanying regulations,  
15 and the federal and state Constitutions.

16 6. RESPONDENT understands that this Agreement and other documentation  
17 may be subject to public records laws. The Commission members who review this matter  
18 for approval of this Stipulation may be the same members who ultimately hear, consider,  
19 and decide the Complaints if this Stipulation is either not approved by the Commission or  
20 is not timely performed by RESPONDENT.

21 7. RESPONDENT fully understands that she has the right to be represented by  
22 legal counsel in these matters at her own expense.

23 8. Each party shall bear their own attorney's fees and costs, except as provided  
24 above.

25 9. Approval of Stipulation. Once executed, this Stipulation will be filed with the  
26 Commission and will be placed on the agenda for approval at its next public meeting. The  
27 Division will recommend to the Commission approval of the Stipulation. RESPONDENT  
28

1 agrees that the Commission may approve, reject, or suggest amendments to this  
2 Stipulation that must be accepted or rejected by RESPONDENT before any amendment is  
3 effective.

4 10. Withdrawal of Stipulation. If the Commission rejects this Stipulation or  
5 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw  
6 from this Stipulation, and the Division may pursue its Complaints before the Commission.  
7 This Stipulation then shall become null and void and unenforceable in any manner against  
8 either party.

9 11. Release. In consideration of the execution of this Stipulation, RESPONDENT  
10 for herself, her heirs, executors, administrators, successors, and assigns, hereby releases,  
11 remises, and forever discharges the State of Nevada, the Department of Business and  
12 Industry, and the Division, and each of their respective members, agents, employees, and  
13 counsel in their individual and representative capacities, from any and all manner of  
14 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
15 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has,  
16 may have, or claim to have against any or all of the persons or entities named in this  
17 section, arising out of or by reason of the Division's investigations, these disciplinary  
18 actions, and all other matters relating thereto.

19 12. Indemnification. RESPONDENT hereby agrees to indemnify and hold  
20 harmless the State of Nevada, the Department of Business and Industry, Petitioner, the  
21 Division, and each of their respective members, agents, employees, and counsel, in their  
22 individual and representative capacities, against any and all claims, suits, and actions  
23 brought against said persons and/or entities by reason of the Division's investigations,  
24 these disciplinary actions, and all other matters relating thereto, and against any and all  
25 expenses, damages, and costs, including court costs and attorney fees, which may be  
26 sustained by the persons and/or entities named in this section as a result of said claims,  
27 suits, and actions.



1           13. Default. In the event of default under this Stipulation, RESPONDENT agrees  
2 that her license shall be immediately suspended, and the unpaid balance of the  
3 administrative fine and costs, together with any attorneys' fees and costs that may have  
4 been assessed, shall be due in full to the Division within ten calendar days of the date of  
5 default. Debt collection actions for unpaid monetary assessments in this case may be  
6 instituted by the Division or its assignee.

7           14. RESPONDENT has signed and dated this Stipulation only after reading and  
8 understanding all terms herein.

9  
10 DATED this 28 day of March, 2023.

DATED this 27<sup>th</sup> day of March, 2023.


11  
12 NEVADA DEPARTMENT OF BUSINESS  
13 & INDUSTRY, REAL ESTATE DIVISION

14 By:   
15 SHARATH CHANDRA  
Administrator

By:   
SHELBY BRITTNANY SPRAGNO

16  
17  
18 Approved as to form:

19 AARON D. FORD  
20 Attorney General

21 By:   
22 CHRISTAL P. KEEGAN, ESQ., BAR NO. 12725  
23 Deputy Attorney General  
24 5420 Kietzke Lane #202  
Reno, Nevada 89511  
(775) 687-2141  
[ckeegan@ag.nv.gov](mailto:ckeegan@ag.nv.gov)

25 *Attorney for Real Estate Division*  
26  
27  
28

1 COMMISSION OF APPRAISERS OF REAL ESTATE

2 STATE OF NEVADA

3 SHARATH CHANDRA, Administrator,  
4 REAL ESTATE DIVISION,  
5 DEPARTMENT OF BUSINESS AND  
6 INDUSTRY, STATE OF NEVADA,

Case No. 2019-759, AP20.002.S

7 Petitioner,

ORDER FOR SETTLEMENT OF  
DISCIPLINARY ACTIONS

8 vs.

9 SHELBY BRITTNANY SPRAGNO,  
(License No. A.0006286-CR),

10 Respondent.

11 The Stipulation of Disciplinary Action having come before the Real Estate  
12 Commission, Department of Business and Industry, State of Nevada, during its regular  
13 agenda on April \_\_\_\_, 2023, and the Commission being fully apprised of terms and good  
14 cause appearing.

15 IT IS ORDERED that the foregoing Stipulation and Order for Global Settlement of  
16 Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.

17 This Order shall become effective on the 4<sup>th</sup> day of April, 2023

18 Dated: April \_\_\_\_, 2023.

19 NEVADA REAL ESTATE COMMISSION


20  
21 By: 

President, Nevada Real Estate Commission

22 Submitted by:

23 AARON D. FORD  
Attorney General

24 By:

  
25 CHRISTAL P. KEEGAN, ESQ., BAR NO. 12725  
26 Deputy Attorney General  
5420 Kietzke Lane #202  
27 Reno, Nevada 89511  
(775) 687-2141  
ckeegan@ag.nv.gov  
28 Attorney for Real Estate Division