

1 REAL ESTATE DIVISION,
2 DEPARTMENT OF BUSINESS AND INDUSTRY,
3 STATE OF NEVADA

4 * * *

5 SHARATH CHANDRA, Administrator,)
6 REAL ESTATE DIVISION,)
7 DEPARTMENT OF BUSINESS AND)
8 INDUSTRY, STATE OF NEVADA,)
9)
10 Petitioner,)
11 vs.)
12)
13 MARK M. ORGILL)
14)
15 Respondent.)
16 _____)

STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION
PURSUANT TO NAC 645C.610(3)

Case No. 2016-4148, AP17.023-A

17 STIPULATION FOR SETTLEMENT OF DISCIPLINARY
18 ACTION PURSUANT TO NAC 645C.610(3)

19 1. PARTIES. This Stipulation is entered into by and between the Petitioner, the REAL
20 ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the "Division"),
21 by and through its Administrator, SHARATH CHANDRA (the "Administrator"), and the Respondent,
22 MARK M. ORGILL (whether one or more hereinafter the "Respondent"), who at relevant times was
23 licensed by the State of Nevada, license number(s) A.0003131-CR. This Stipulation is entered into
24 upon mutual agreement with the decision of the Appraisal Advisory Review Committee (the
25 "AARC"), which was reached at its informal conference held on December 14, 2017, in LAS VEGAS,
26 NEVADA. Members of the AARC present were Wendall M. Snow, R. Scott Dugan, and Glenn M.
27 Anderson, CHAIR.

28 2. AUTHORITY OF THE APPRAISAL ADVISORY REVIEW COMMITTEE. The Appraisal
Advisory Review Committee has authority to enter into this Stipulation with the Respondent
pursuant to NAC 645C.610(3).

3. FINDINGS. The AARC has found that the Respondent, while licensed, certified or
registered as a Nevada Appraiser, committed violations of chapter 645C of Nevada Revised

1 Statutes and Nevada Administrative Code and/or USPAP. A description of the conduct in which
2 these violations were committed is set forth in specificity in the Summary of Facts which is
3 attached hereto as EXHIBIT "A". The Administrator has the authority, pursuant to NAC
4 645C.600(2), to establish an advisory committee in an attempt to review this matter informally
5 and recommend a resolution.

6 4. **NO ADMISSION OF GUILT.** The Respondent does not admit or deny the findings of
7 the AARC, choosing to remain silent, but does agree that the findings establish a prima facie case
8 for the discipline set forth below and stipulates, subject to the limitations and conditions set forth
9 below, that the Division shall not be required to provide further evidence of such allegations.

10 5. **SETTLEMENT FOR DISCIPLINARY ACTION.** As set forth above, the AARC is
11 authorized under NAC 645C.610 to impose an administrative fine, upon final approval by the
12 Commission. The Division also has the option to file a complaint with the Nevada Commission of
13 Appraisers of Real Estate (the "Commission"). The Commission has the authority pursuant to NRS
14 645C.460(2)(d) to impose a fine of up to \$10,000 for each violation alleged or to suspend or revoke
15 the Respondent's certificate, license or registration card. The parties, however, desire to
16 compromise and settle the instant controversy, without a hearing, upon the following terms and
17 conditions:

18 a. **Committee Recommendations:**

19 b. **The Committee recommended the RESPONDENT complete**

20 c. **Online courses not less than 7 hours of a Sales Comparison Course,**

21 d. **Complete not less than 7 hours of a Cost Approach course and**

22 e. **Not less than 7 hours of a Report Writing Course.**

23 f. **The RESPONDENT has 12 months to complete all courses. No course can be used
24 for Continuing Education credit.**

25 RESPONDENT

MD

AGREED

Mark Dignell

26 b. **Public Record.** RESPONDENT and the DIVISION agree that by entering into this
27 Stipulation, the DIVISION does not concede any defense or mitigation RESPONDENT may assert,
28 and the parties agree that the DIVISION will not publicize the instant disciplinary matter, except as
set forth below, and that once this Stipulation is approved and fully performed, the DIVISION will

close its file in this matter. RESPONDENT understands that the public records law may require the DIVISION to make available for inspection this Stipulation and related documents. RESPONDENT also understands that the DIVISION may share the content of this Stipulation and related documents with any governmental or professional organization or member of the public;

c. Newsletter. RESPONDENT and the DIVISION agree that the DIVISION, at its discretion, may publish in the newsletter an anonymous summary of the alleged offenses of RESPONDENT and the terms of this Stipulation, with the understanding of all parties that such publication will not specifically name RESPONDENT or make reference to any other party; RESPONDENT will be referred to only as a licensee in the State of Nevada. It is further understood by the parties that this publication is for educational purposes only and to advise other licensees of the alleged violation(s) and that disciplinary action has been taken by the DIVISION;

d. Failure to perform; hearing on complaint. RESPONDENT agrees that if the required education is not completed in the time allowed above, RESPONDENT'S license will be automatically suspended until such time as the fine is paid and continuing education requirement satisfied. The DIVISION may, at its option, rescind this Stipulation and proceed with filing a Complaint before the Commission. Further, recovery actions for the administrative fines may be instituted by the DIVISION;

e. No other remedies. Assuming Respondent complies with the terms of this stipulation, the Division agrees not to pursue any other or greater remedies or fines in connection with the conduct referenced in above unless stipulation is rescinded.

f. Waiver by Respondent. RESPONDENT agrees and understands that by entering into this Stipulation, RESPONDENT is waiving his/her right to a hearing at which RESPONDENT may present evidence in his/her defense and to be represented by counsel, to judicial review of any adverse decision by the Commission, and to present his/her defense to a Commission which has had no prior familiarity with the instant matter. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear the DIVISION'S complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT; and

g. Attorney fees and other costs. Each party shall bear its own attorney's fees and other costs not specifically set forth in this Stipulation.

1 6. RELEASE. In consideration of execution of this Stipulation, the Respondent for
2 himself/herself or his/her heirs, executors, administrators, successors, and assigns, hereby
3 release, remiss, and forever discharge the State of Nevada, the Department of Business and
4 Industry of the State of Nevada, the Division, and each of their members, agents, and employees
5 in their individual and representative capacities, from any and all manner of actions, causes of
6 action, suits, debts, judgments, executions, claims, and demands whatsoever, known and
7 unknown, in law or equity, that the Respondents ever had, now has, may have, or claims to have
8 against any or all of the persons or entities named in this section, arising out of or by reason of
9 the Division's investigation, this disciplinary action, or any other matter relating thereto.

10 7. INDEMNIFICATION. Respondent hereby indemnifies and holds harmless the State
11 of Nevada, the Department of Business and Industry of the State of Nevada, the Division, and
12 each of their members, agents, and employees in their individual and representative capacities
13 against any and all claims, suits, and actions brought against said persons and/or entities by
14 reason of the investigation of the allegations in the Complaint, this disciplinary action and all
15 other matters relating thereto, and against any and all expenses, damages, and costs, including
16 court costs and attorney fees, which may be sustained by the persons and/or entities named in
17 this section as a result of said claims, suits, and actions.

18 8. COMMISSION APPROVAL OF STIPULATION NECESSARY.
19 Once executed, this Stipulation will be filed with the Commission and will be put on the agenda
20 for approval at its meeting, which by Nevada law is a public meeting. At that time, the DIVISION
21 will recommend to the Commission approval of the Stipulation. RESPONDENT acknowledges and
22 agrees that the Commission may approve this Stipulation, reject it, or suggest different terms
23 which must be communicated to RESPONDENT and accepted or rejected by RESPONDENT before
24 any such amendment shall become effective.

25 9. SETTLEMENT DISCUSSIONS NOT EVIDENCE. Any statements made during the
26 discussions leading up to this Stipulation may not be discussed or introduced into evidence at any
27 hearing. However, evidence of the Respondent's failure to abide by the terms of any Stipulation
28 entered into with the Division, may be introduced at a hearing and used against the Respondent.

 10. STIPULATION IS NOT A BAR TO FUTURE PROCEEDINGS. This Stipulation shall not
constitute an estoppel, merger or bar to any administrative or civil proceeding by the Division
with respect to any future matters or other matters that were not consideration for this

Stipulation.

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8 SO STIPULATED.

9 Dated: 01/29/18

REAL ESTATE DIVISION, Department of
Business and Industry, State of Nevada

11
12 By: 
13 SHARATH CHANDRA
Administrator

14 Dated: 1-16-18

15 
16 Respondent

17 ORDER

18 The foregoing Stipulation was approved by a vote of the Nevada Commission of
19 Appraisers of Real Estate on _____.

20 DATED this _ ____ day of _ __, 2018.

22 NEVADA COMMISSION OF APPRAISERS OF
REAL ESTATE

24 _____
Commissioner



EXHIBIT "A"

Exhibit A

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3 **Violation found:**

4 **Standard Rule 1**, in developing a real property appraisal, an appraiser must:

- 5 1-1 (a) be aware of, understand, and correctly employ those recognized methods and
6 techniques that are necessary to produce a credible appraisal.
7 (c) not render appraisal services in a careless or negligent manner, such as by
8 making a series of errors that, although individually might not significantly affect the
9 results of an appraisal, in the aggregate affect the credibility of those results.

10 **Standard Rule 2**, each written or oral real property appraisal report must:

- 11 2-1 (a) clearly and accurately set forth the appraisal in a manner that will not be
12 misleading.
13 (b) contain sufficient information to enable the intended users of the appraisal
14 to understand the report properly.

15 **Facts and Rationale for Finding:**

16 The Committee determined that in the case of the appraisal review of a single family
17 residence located at 3838 Arrowbrook Way, Las Vegas, Nevada, 89032, dated 5/20/2016,
18 RESPONDENT violated the above Uniform Standards of Professional Appraisal Practices.
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RECEIVED
DEC 07 2017
BY: *[Signature]*

DECLARATION OF TARA HIZON, ESQ.

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I, TARA HIZON, ESQ., being duly sworn, am over 18 years of age and have personal knowledge of the facts set forth herein, except those stated on information and belief, which are based upon my knowledge and belief in their veracity. I am competent to testify to the matters stated herein. I do hereby declare under penalty of perjury that the following is true and correct:

1. I am Claims Counsel for Premier Claims, Management, LLC, the insurance carrier involved in this claim.

2. I negotiated a resolution of this claim directly with the claimant Michael Allis.

3. Upon information and belief, Mark Orgill had no direct involvement in such negotiations as all such communications were between myself and Mr. Allis.

4. I evaluated Mr. Allis' concerns regarding the appraisal report, and discussed with Mr. Allis the alleged inaccuracies therein.

5. Mr. Allis represented that his damages as a result of the alleged inaccurate appraisal was \$3,500.

6. Mr. Allis thus requested a payment of \$3,500 to resolve his claim as said sum was the difference between the contract price and appraisal sum.

7. In a good faith effort to resolve Mr. Allis' claim, I reached an agreement with Mr. Allis to so proceed.

8. I prepared a settlement agreement inclusive to which were the terms of payment and Mr. Allis' agreement to withdraw his now resolved claim as moot.

9. The aforementioned negotiations and settlement process wherein an individual's claims are resolved is a common practice in which Claims Counsel participates. The process necessarily requires good faith participation and is in no way intended to raise ethical concerns as to the parties for whom a resolution of a claim was reached. In fact, claims are routinely resolved in lieu of protracted litigation and/or administrative proceedings to the benefit of all parties.

10. There was neither any nefarious intentions by myself nor, upon information and belief, Mr. Orgill who had no direct involvement in the negotiated settlement.

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11. Upon information and belief, Mr. Orgill prudently relied on the representations and recommendations of Claims Counsel which is critical and necessary for any individual whose insurance carrier is involved in a claim.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2017.


TARA HIZON, ESO.

CERTIFICATE OF SERVICE

I, hereby certify that I am an employee of the Real Estate Division, Department of Business and Industry, State of Nevada and that on the 8th day of January, 2018 I served a fully executed copy of the foregoing **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION PURSUANT TO NAC 645C.610(3)** by depositing a copy of the same in the State of Nevada mailroom, properly addressed, certified return receipt requested, addressed as follows:

MARK M. ORGILL

CERTIFIED MAIL # 7016 2070 0000 4870 5328


Jaye Lindsay, Compliance/Audit Investigator II