

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

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

9 Petitioner,

10 vs.

11 ABIGAIL TROMBA
12 A.0006628-CR

13 Respondent.

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

Case No. 2020-554, AP20.047.S

14 **FILED**

15 OCT 19 2022

16 NEVADA COMMISSION OF APPRAISERS

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

20 1. **PARTIES.** This Stipulation is entered into by and between the Petitioner, the REAL
21 ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the
22 "Division"), by and through its Administrator, SHARATH CHANDRA (the "Administrator"), and the
23 Respondent, ABIGAIL TROMBA (whether one or more hereinafter the "Respondent"), who at
24 relevant time was licensed by the State of Nevada, license number(s) A.0006628-CR. This
25 Stipulation is entered into upon mutual agreement with the decision of the Appraisal Advisory
26 Review Committee (the "AARC"), which was reached at its informal conference held on May 10,
27 2022, virtually via Webex. Members of the AARC present were Anthony Wren, Chairperson,
28 Timothy Morse and Terence Farr.

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 645C.600
4 (2), to establish an advisory committee in an attempt to review this matter informally and
5 recommend a resolution.

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

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

19 **AARC Committee Recommendations**

20 **Not less than a 15-hour course in Residential Site Valuation and Cost Approach**

21 **Not less than a 4-hour course in Appraiser Self Protection: Documentation and Record
Keeping**

22 **Not less than a 7- hours course in How to Support & Prove Your Adjustments**

23 **For a total of not less than 26 hours of continued education to be completed within 1 year of
the Appraisal President signing the stipulated agreement, none of the above listed education
will count towards license renewal.**

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25 **Once all education is completed and within 1 year, the respondent will supply the Real
26 Estate Division with 1 month of Appraisal logs, the Division will select random appraisals for
27 USPAP review. This will be done once, unless the Division finds additional issues with the
28 appraisals reviewed.**

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2 **b. Public Record.** RESPONDENT and the DIVISION agree that by entering into this
3 Stipulation, the DIVISION does not concede any defense or mitigation RESPONDENT may assert,
4 and the parties agree that the DIVISION will not publicize the instant disciplinary matter, except
5 as set forth below, and that once this Stipulation is approved and fully performed, the DIVISION
6 will close its file in this matter. RESPONDENT understands that the public records law may
7 require the DIVISION to make available for inspection this Stipulation and related documents.
8 RESPONDENT also understands that the DIVISION may share the content of this Stipulation and
9 related documents with any governmental or professional organization or member of the public;

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

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

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

27 **f. Waiver by Respondent.** RESPONDENT agrees and understands that by entering
28 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

1 has had no prior familiarity with the instant matter. The Commission members who review this
2 matter for approval of this Stipulation may be the same members who ultimately hear the
3 DIVISION'S complaint if this Stipulation is either not approved by the Commission or is not timely
4 performed by RESPONDENT; and

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

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

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

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

9. SETTLEMENT DISCUSSIONS NOT EVIDENCE. Any statements made during the

discussions leading up to this Stipulation may not be discussed or introduced into evidence at any hearing. However, evidence of the Respondent's failure to abide by the terms of any Stipulation 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.

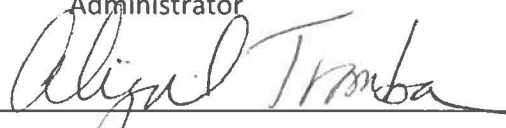
SO STIPULATED.

Dated: 07/20/2022

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

By: 
Sharath Chandra
Administrator

Dated: 7/20/22


Respondent

ORDER

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

DATED this 18th day of October, 2022.

NEVADA COMMISSION OF APPRAISERS OF REAL ESTATE


Appraisal Commission President

Violation found:

Record Keeping Rule

Scope of Work Rule

Standards Rule 1-1(a)

Standards Rule 1-1(b)

Standards Rule 1-1(c)

Standards Rule 1-2(h)

Standards Rule 1-4(b)

Standards Rule 1-6(a)

USPAP Standards:

RECORD KEEPING RULE

An appraiser must prepare a work file for each appraisal or appraisal review assignment.

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Work file must be in existence prior to the issuance of any report or other communication of

assignment results. A written summary of an oral report must be added to the work file within a

reasonable time after the issuance of the oral report.

The work file must include:

- all other data, information, and documentation necessary to support the appraiser's opinions and conclusions and to show compliance with USPAP, or references to the location(s) of such other data, information, and documentation.

SCOPE OF WORK RULE

For each appraisal and appraisal review assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report.

STANDARDS RULE 1-1, GENERAL DEVELOPMENT REQUIREMENTS

In developing a real property appraisal, an appraiser must:

- a) be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal;
- b) not commit a substantial error of omission or commission that

- 1 significantly affects an appraisal; and
2 c) not render appraisal services in a careless or negligent manner, such as by making
3 a series of errors that, although individually might not significantly affect the
4 results of an appraisal, in the aggregate affects the credibility of those results.

4 **STANDARDS RULE 1-2, PROBLEM IDENTIFICATION**

5 In developing a real property appraisal, an appraiser must:

- 6 (h) determine the scope of work necessary to produce credible assignment results
7 in accordance with the SCOPE OF WORK RULE.

8 **STANDARDS RULE 1-4, APPROACHES TO VALUE**

9 In developing a real property appraisal, an appraiser must collect, verify, and analyze all
10 information necessary for credible assignment results.

11 (b) When a cost approach is necessary for credible assignment results, an
12 appraiser must:

- 13 (i) develop an opinion of site value by an appropriate appraisal method or
14 technique;
15 (ii) analyze such comparable cost data as are available to estimate the cost
16 new of the improvements (if any); and
17 (iii) analyze such comparable data as are available to estimate the difference
18 between the cost new and the present worth of the improvements
19 (depreciation)

20 **STANDARDS RULE 1-6, RECONCILIATION**

21 In developing a real property appraisal, an appraiser must:

- 22 (a) reconcile the quality and quantity of data available and analyzed within the
23 approaches used;

24 **Facts and Rationale for Finding:**

25 AARC recommended education as follows:

26 Not less than a 15-hour course in Residential Site Valuation and Cost Approach

27 Not less than a 4-hour course in Appraiser Self Protection: Documentation and Record
28 Keeping

Not less than a 7-hours course in How to Support & Prove Your Adjustments

For a total of not less than 26 hours of continued education to be completed within 1 year
of the Appraisal President signing the stipulated agreement, none of the above listed
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Once all education is completed and within 1 year, the respondent will supply the Real

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Estate Division with 1 month of Appraisal logs, the Division will select random appraisals for USPAP review. This will be done once, unless the Division finds additional issues with the appraisals reviewed.