

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 Kristina Allan (aka. Bienek)
12 A.0005276-CR

13 Respondent.

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

17 Case No. 2020-915, AP21.016.S

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 "Division"),
22 by and through its Administrator, SHARATH CHANDRA (the "Administrator"), and the Respondent,
23 Kristina Allan (aka. Bienek) (whether one or more hereinafter the "Respondent"), who at relevant
24 time was licensed by the State of Nevada, license number(s)A.0005276-CR. This Stipulation is
25 entered into upon mutual agreement with the decision of the Appraisal Advisory Review
26 Committee (the "AARC"), which was reached at its informal conference held on April 18, 2023,
27 virtually via Webex. Members of the AARC present were Anthony Wren, Chairperson, Kristen Lowe
28 and Scott Dugan.

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

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

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

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

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

AARC Committee Recommendations

Not less than 4-hour course Self Protection: Documentation and Record Keeping

Not less than 4-hour course Residential Report Writing Vs. Form Filling

Not Less than 4-hour course Ethics, Competency, and Negligence

Not Less than 4-hour course Missing Explanations

Not Less than 7-hour course Cost Approach

Not Less than 7-hour course Sales Comparison Approach

For a total of not less than 30 hours continued education to be completed within 6 months of the Appraisal Commission President signing the Stipulated Agreement, none of the above listed education will count toward license renewal.

Once education is completed and within 1 year, the respondent will submit 1 month of appraisal logs to the Division, the Division will select random appraisals to be reviewed for USPAP compliance, this will be a one-time review unless the Division finds additional issues in the Appraisals reviewed.

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

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

1 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 the
15 Division's investigation, this disciplinary action, or any other matter relating thereto.

16 **7. INDEMNIFICATION.** Respondent hereby indemnifies and holds harmless the State
17 of Nevada, the Department of Business and Industry of the State of Nevada, the Division, and each
18 of their members, agents, and employees in their individual and representative capacities against
19 any and all claims, suits, and actions brought against said persons and/or entities by reason of the
20 investigation of the allegations in the Complaint, this disciplinary action and all other matters
21 relating thereto, and against any and all expenses, damages, and costs, including court costs and
22 attorney fees, which may be sustained by the persons and/or entities named in this section as a
23 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 and
28 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

1 discussions leading up to this Stipulation may not be discussed or introduced into evidence at any
2 hearing. However, evidence of the Respondent's failure to abide by the terms of any Stipulation
3 entered into with the Division, may be introduced at a hearing and used against the Respondent.

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

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8 SO STIPULATED.

9 Dated: May 8th 2023

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

12 By: [Signature]
13 Sharath Chandra
14 Administrator

15 Dated: 5/4/2023

16 [Signature]
17 Respondent

18 **ORDER**

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

21 DATED this _____ day of _____, 2023.

22 NEVADA COMMISSION OF APPRAISERS OF
23 REAL ESTATE

24 _____
25 Appraisal Commission President
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EXHIBIT A

Violation Found

Record Keeping Rule

Scope of Work Rule

Standards Rule 1-1(a)

Standards Rule 1-4(a)

Standards Rule 2-1(a)

Standards Rule 2-2(a)(viii)

Standards Rule 2-2(a)(x)

USPAP Standards:

Record Keeping Rule:

An appraiser must prepare a workfile for each appraisal or appraisal review assignment. A workfile 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 workfile within a reasonable time after the issuance of the oral report.

The workfile must include: the name of the client and the identity, by name or type, of any other intended users; true copies of all written reports, documented on any type of media. (A true copy is a replica of the report transmitted to the client. A photocopy or an electronic copy of the entire report transmitted to the client satisfies the requirement of a true copy.); summaries of all oral reports or testimony, or a transcript of testimony, including the appraiser's signed and dated certification; and 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: identify the problem to be solved determine and perform the scope of work necessary to develop credible assignment results; and disclose the scope of work in the report. An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Standard 1: REAL PROPERTY APPRAISAL, DEVELOPMENT

In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal.

STANDARDS RULE 1-1, GENERAL DEVELOPMENT REQUIREMENTS

In developing a real property appraisal, an appraiser must:

1 be aware of, understand, and correctly employ those recognized methods and techniques that are
2 necessary to produce a credible appraisal;

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

4 In developing a real property appraisal, an appraiser must collect, verify, and analyze all
5 information necessary for credible assignment results. When a sales comparison approach is
6 necessary for credible assignment results, an appraiser must analyze such comparable sales data
7 as are available to indicate a value conclusion.

8 **STANDARD 2: REAL PROPERTY APPRAISAL, REPORTING**

9 In reporting the results of a real property appraisal, an appraiser must communicate each analysis,
10 opinion, and conclusion in a manner that is not misleading.

11 **STANDARDS RULE 2-1, GENERAL REPORTING REQUIREMENTS**

12 Each written or oral real property appraisal report must: clearly and accurately set forth the
13 appraisal in a manner that will not be misleading;

14 **STANDARDS RULE 2-2, CONTENT OF A REAL PROPERTY APPRAISAL REPORT**

15 Each written real property appraisal report must be prepared under one of the following options
16 and prominently state which option is used: Appraisal Report or Restricted Appraisal Report

17 The report content and level of information requirements in this Standards Rule are minimums for
18 each type of report. An appraiser must supplement a report form, when necessary, to ensure that
19 any intended user of the appraisal is not misled and that the report complies with the applicable
20 content requirements.

21 The content of an Appraisal Report must be appropriate for the intended use of the appraisal and
22 at a minimum:

23 (x) provide sufficient information to indicate that the appraiser complied with the requirements
24 of STANDARD 1 by: summarizing the appraisal methods and techniques employed; stating the
25 reasons for excluding the sales comparison, cost, or income approach(es) if any have not been
26 developed; summarizing the results of analyzing the subject sales, agreements of sale, options, and
27 listings in accordance with Standards Rule 1-5.

28 Comment: If such information is unobtainable, a statement on the efforts undertaken by the
appraiser to obtain the information is required. If such information is irrelevant, a statement
acknowledging the existence of the information and citing its lack of relevance is required.

4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed
and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation
of the data and approaches.

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Education Recommended:

- Not less than 4-hour course Self Protection: Documentation and Record Keeping
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- Not Less than 4-hour course Ethics, Competency, and Negligence
- Not Less than 4-hour course Missing Explanations
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