

1 **BEFORE THE 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. 2022-382

7 Petitioner,

8 vs.

9 ARTURO VALDOVINOS JR.
10 (License No. A.0005988-RES),

11 Respondent.

12 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

13 This Stipulation and Order for Global Settlement of Disciplinary Action (this
14 “Stipulation”) is entered into by and between the State of Nevada, Department of Business
15 and Industry, Real Estate Division (“Division”), through its Administrator Sharath
16 Chandra (“Petitioner”), by and through their attorney of record, Christal P. Keegan, Deputy
17 Attorney General, and Arturo Valdovinos, Jr. (“RESPONDENT”), by and through his
18 attorney of record, Timothy A. Wiseman, of Ocampo Wiseman Law.

19 RESPONDENT, at all relevant times mentioned in the Complaint, was licensed by
20 the Division as a Residential Appraiser, License No. A.0005988-RES. He is therefore
21 subject to the jurisdiction of the Division and the Commission and the provisions of NRS
22 Chapter 645C and NAC Chapter 645C.

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

24 1. On or about April 28, 2022, the Respondent prepared a 1004C manufactured
25 home appraisal (“Appraisal Report”) for client Clear Capital (“Intended User”) on 1314
26 Monterey Drive, Boulder City, NV 89005-2223 (“Subject”). 00024.

27 2. The Subject was a manufactured home converted to real property.
28 00106, and 00123.

1 3. On or about June 21, 2022, Respondent submitted his rebuttal letter to
2 the Division, admitting he communicated assignment results directly to the homeowner.
3 00022 – 00023.

4 4. Yet, the Respondent's workfile did not include any documentation that the
5 client provided permission to communicate assignment results to the homeowner. 00123.

6 5. The Appraisal Report stated: "GLA was adjusted at \$30.00 per square
7 foot for differences over 100sf. Carport adjustments were made at \$3,000 for this
8 amenity." 00031.

9 6. The Appraisal Report also stated: "The adjustments were estimated after
10 historic paired sales analysis and market extraction" and "were based on the market's
11 reaction to these amenities." 00031.

12 7. There were also adjustments for lot size, age, condition, and garage.
13 00028, and 00030.

14 8. But there was no discussion regarding these adjustments. 00122.

15 9. Further, there was no data in the appraisal report, or workfile, indicating the
16 adjustments were extracted from the market (i.e. no paired sales analysis). 00122.

17 10. In the Appraisal Report's Cost Approach section, support for the opinion of
18 site value provided: "Please see attached addendum." 00122.

19 11. Further, under the Cost Approach grid, the summary stated: "Land values
20 have been derived using the allocation method" and the source of the cost data was
21 identified as "Marshall & Swift." 00122.

22 12. Yet, there was no data, information or documentation in the Appraisal Report,
23 or workfile, to support land value (i.e. allocation analysis), dwelling costs, or depreciation
24 in the cost approach (i.e. Marshall & Swift data). 00123.

25 13. Comps 1 & 2 were not converted to real property. 00107 – 00108.

26 14. The Clark County Assessor revealed Comps 1 & 2 were only for the lot.
27 00107 – 00108.

28

1 15. In his rebuttal letter, Respondent stated: "I was under the impression
2 that the property was converted into a stick-built home prior to the appraisal", even
3 though there is no method to convert a manufactured home into a stick-built home.
4 00022, and 00123.

5 16. Comp 1's MLS Listing indicated the sales price was \$275,000. 00111.

6 17. However, public records indicated it was not converted and a sales price of
7 \$220,000. 00107, and 00112 – 00113.

8 18. Therefore, the sales price in the MLS Listing appears to have been arrived at
9 by adding the price of the lot and manufactured house separately. 00124.

10 19. Which contradicts the Appraiser's Certifications, Item #8 which states: "I have
11 not used comparable sales that were the result of combining a land sale with the contract
12 purchaser price of a home that has been built or will be built on the land." 00033.

13 20. The Appraisal Report's HUD Data Plate section reported: "The HUD
14 Data Plate was removed from the subject property. Data source taken from Tax
15 Records." 00026.

16 21. Which contradicts the Appraisal Report's exterior photos which included
17 pictures of the HUD Data plate. 00048.

18 22. Then, the Appraisal Report's Additional Comments provided verbiage not
19 applicable to the subject because it is obviously a different location. 00029, and 00125.

20 23. Within the Appraisal Report's Sales Comparison Analysis Section, under the
21 Analysis of prior sale or history subsection, it represented: "Listing #1 is a current listing
22 that is listed (MLS #2325263) for \$212,500. The listing has been on the market for 20DOM.
23 It was adjusted inferior for lot size and age." 00030.

24 24. But the MLS number was for a mobile home located not in the subject's
25 Boulder City market area and sold in October of 2021. 00125.

26 25. Nor is it applicable to Comp 4, which is an active listing used in the Appraisal
27 Report. 00125.

1 26. The Summary of Sales Comparison Approach subsection included verbiage
2 that was not applicable because the purpose of the Appraisal Report was not for a sales
3 transaction. 00030, and 00125 – 00126.

4 27. The Appraisal Report's Comment Addendum referenced Covid-19 which was
5 not relevant in April of 2022. 00031.

6 28. Within three (3) years of the Subject's effective date, public records indicated
7 a prior sale on or about December 9, 2019, for \$205,710.00. 00116 – 00121.

8 29. But there was no indication in the Appraisal Report that all subject sales and
9 transfers, within the three years prior to the effective date, were analyzed. 00127.

10 30. Accordingly, on or about June 25, 2024, the Division noticed the Respondent
11 that it intended to proceed with formal disciplinary action before this Commission.
12 00130 – 00131.

13 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

14 1. Respondent violated the USPAP ETHICS RULE by stating a scope of work
15 was performed in his Appraisal Report without any support in the workfile so there is no
16 proof that the work was actually performed, which is intentionally misleading; by making
17 adjustments for lot size, age, condition and garage without any discussion regarding those
18 adjustments, which is intentionally misleading; and committing communications of
19 confidential nature with the homeowners.

20 2. RESPONDENT violated USPAP RECORD KEEPING RULE because his
21 workfile lacked data indicating the adjustments were extracted from the market; and also
22 by failing to include support in his workfile for land value, dwelling costs, or depreciation
23 in the Cost Approach.

24 3. RESPONDENT violated USPAP COMPETENCY RULE by failing to
25 demonstrate familiarity with this specific type of property and choosing
26 inappropriate comps.

27 4. RESPONDENT violated USPAP SCOPE OF WORK RULE by failing to
28 properly identify the subject property and considering inapplicable comps; further by

1 making arbitrary adjustments on market data; and also by failing to include support in his
2 workfile for land value, dwelling costs, or depreciation in the Cost Approach.

3 5. RESPONDENT violated Standards Rule 1-1(a) by failing to employ
4 recognized methods and techniques that are necessary to produce a credible appraisal in
5 his report with shortcomings committed in his arbitrary adjustments, improper
6 identification of the Subject and use of inapplicable comps, and failure to analyze
7 comparable sales.

8 6. RESPONDENT violated Standards Rule 1-1(c) by making a series of careless
9 and negligent erroneous statements throughout his Appraisal Report.

10 7. RESPONDENT violated Standards Rule 1-2(h) by failing to determine the
11 scope of work necessary to produce credible assignment results as indicated above under
12 the Fourth Violation.

13 8. RESPONDENT violated Standards Rule 1-5(b) for failing to analyze the
14 Subject's prior sale which occurred within three (3) years prior to the effective date.

15 9. RESPONDENT violated Standards Rule 2-1(a) by stating a scope of work was
16 performed in his Appraisal Report that was not actually performed, is misleading; further
17 by failing to discuss adjustments for lot size, age, condition and garage, which is
18 misleading; and also by failing to provide data indicating the adjustments were extracted
19 from the market, which is misleading.

20 10. RESPONDENT violated Standards Rule 2-1(b) without market derived
21 adjustments, there is insufficient information to enable the intended users to understand
22 if value is credible and reliable; and further without using like kind comps in the sales grid,
23 there is insufficient information to enable the intended users to understand if value is
24 credible and reliable.

25 11. RESPONDENT violated Standards Rule 2-2(a)(viii) for failing to summarize
26 the scope of work used to develop the appraisal in terms of choosing the most applicable
27 comps, analyzing comp prices nor any indication adjustments were extracted from
28 the market.

1 12. RESPONDENT violated Standards Rule 2-2(a)(x), specifically subsections (1)
2 and (5), as incorporated by the Eleventh Violation, for lack of explanation and support for
3 adjustments, analyzing sales comparables, and their correct sales prices.

4 As such, RESPONDENT'S actions constitute unprofessional conduct pursuant to
5 NRS 645C.470(2), as determined by NAC 645C.405(1) and grounds for disciplinary action
6 pursuant to NRS 645C.460(1)(a) and/or (b).

7 **PROPOSED SETTLEMENT AGREEMENT**

8 In an effort to avoid the time and expense of litigating these issues before the
9 Commission, as well as any possible further legal appeals from any such decision, the
10 parties desire to compromise and settle the instant controversy in *Case No. 2022-382*, upon
11 the following terms and conditions:

12 1. RESPONDENT admits to the facts and violations as stated above; however,
13 RESPONDENT does not admit to the ETHICS RULE violations.

14 2. RESPONDENT agrees to pay the Division a total amount of TWENTY-NINE
15 THOUSAND THREE-HUNDRED NINETY-SEVEN DOLLARS AND EIGHTY-SIX
16 CENTS (\$29,397.86) ("Amount Due"), consisting of TWENTY-FOUR THOUSAND
17 DOLLARS (\$24,000.00) in fines imposed by the Division for all violations as pled in the
18 above-summarized Complaint (\$2,000.00 per violation for 12 violations of law), and the
19 Division's pre-hearing costs and attorneys' fees incurred in case 2022-382 in the total
20 amount of FIVE-THOUDAND THREE-HUNDRED NINETY-SEVEN DOLLARS AND
21 EIGHTY-SIX CENTS (\$5,397.86).

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

23 First, RESPONDENT shall make a down payment of FOUR-THOUSAND
24 DOLLARS (\$4,000.00) within (30) days after the effective date of the Order.

25 Thereafter, RESPONDENT shall make payments over a 36-month period, starting
26 ninety (90) days after approval of this Stipulation by the Commission, to be paid as follows:

27 For 41 Months: \$705/month Total: \$24,675.00

1 RESPONDENT would then make his final payment of \$492.86 in the 42nd and last
2 month of repayment for a total payment of \$29,397.86, as being the total Amount Due
3 hereunder. Lump sums can be made in pre-payment with no penalties.

4 4. RESPONDENT further agrees to take 19 hours of the following Division
5 approved education courses as relevant to Case No. 2022-382:

- 6 • Not less than 7 hours of Appraising Today's Manufactured Homes;
- 7 • Not less than 4 hours of Missing Explanations;
- 8 • Not less than 4 hours of Sales Comparison Approach Reconciliation, and,
- 9 • Not less than 4 hours of Ethics, Competency, and Reconciliation.

10 For a total of not less than 19 hours of continuing education within one (1) year of
11 the Appraisal Commissioner signing the Stipulation. None of the above listed education
12 will count towards license renewal. Upon completion, the education must be submitted to
13 the Division. Within one (1) year of completing the required education, the RESPONDENT
14 will submit (1) month of appraisal logs. The Division will select from those logs random
15 appraisals to be reviewed for USPAP compliance, unless the Division finds additional
16 issues with the appraisals reviewed, in which event the Division shall be permitted to
17 pursue additional investigation.

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

25 6. RESPONDENT agrees and understands that by entering into this
26 Stipulation, RESPONDENT is waiving his right to a hearing in the matter at which
27 RESPONDENT may present evidence in his defense, his right to a written decision on the
28 merits of the complaint, his rights to reconsideration and/or rehearing, appeal and/or

1 judicial review, and all other rights which may be accorded by the Nevada Administrative
2 Procedure Act, the Nevada Real Estate Appraisers statutes and accompanying regulations,
3 and the federal and state Constitutions.

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

9 8. RESPONDENT fully understands that he has the right to be represented by
10 legal counsel in these matters at his own expense.

11 9. Each party shall bear their own attorney's fees and costs, except as
12 provided above.

13 10. Approval of Stipulation. Once executed, this Stipulation will be filed with the
14 Commission and will be placed on the agenda for approval at its next public meeting. The
15 Division will recommend to the Commission approval of the Stipulation. RESPONDENT
16 agrees that the Commission may approve, reject, or suggest amendments to this
17 Stipulation that must be accepted or rejected by RESPONDENT before any amendment
18 is effective.

19 11. Withdrawal of Stipulation. If the Commission rejects this Stipulation or
20 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw
21 from this Stipulation, and the Division may pursue its Complaints before the Commission.
22 This Stipulation then shall become null and void and unenforceable in any manner against
23 either party.

24 12. Release. In consideration of the execution of this Stipulation, RESPONDENT
25 for himself, his heirs, executors, administrators, successors, and assigns, hereby releases,
26 remises, and forever discharges the State of Nevada, the Department of Business and
27 Industry, and the Division, and each of their respective members, agents, employees, and
28 counsel in their individual and representative capacities, from any and all manner of

1 actions, causes of action, suits, debts, judgments, executions, claims, and demands
2 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has,
3 may have, or claim to have against any or all of the persons or entities named in this
4 section, arising out of or by reason of the Division's investigations, these disciplinary
5 actions, and all other matters relating thereto.

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

15 14. Default. In the event of default under this Stipulation, RESPONDENT agrees
16 that his license shall be immediately suspended, and the unpaid balance of the
17 administrative fine and costs, together with any attorneys' fees and costs that may have
18 been assessed, shall be due in full to the Division within ten (10) calendar days of the date
19 of default. Debt collection actions for unpaid monetary assessments in this case may be
20 instituted by the Division or its assignee.

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1 15. RESPONDENT has signed and dated this Stipulation only after reading and
2 understanding all terms herein.

3 DATED this 16 day of January 2025.

DATED this 16th day of January 2025.

4 NEVADA DEPARTMENT OF BUSINESS
5 AND INDUSTRY, REAL ESTATE DIVISION

6 By: 
7 SHARATH CHANDRA
8 Administrator


By: 
9 ARTURO VALDOVINOS, JR.
10 Respondent


11 Approved as to form:

Approved as to form:

12 AARON D. FORD
13 Attorney General

OCAMPO WISEMAN LAW

14 By: 
15 CHRISTAL P. KEEGAN
16 Deputy Attorney General
17 Nevada Bar No. 12725
18 5420 Kietzke Lane, Suite 202
19 Reno, Nevada 89511
20
21 *Attorney for Real Estate Division*

By: 
22 TIMOTHY A WISEMAN
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26
27 *Attorney for Respondent*

1 **BEFORE THE 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. 2022-382

Petitioner,

7 vs.

8 ARTURO VALDOVINOS JR.
(License No. A.0005988-RES),

9 Respondent.

10 **ORDER FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

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 January 21, 2025, and the Commission being fully apprised of terms and good
14 cause appearing,

15 **IT IS ORDERED** that the foregoing Stipulation and Order for Settlement of
16 Disciplinary Action, submitted by Petitioner and Respondent, is approved in full and shall
17 become effective immediately.

18 DATED: January _____, 2025.

19 NEVADA REAL ESTATE COMMISSION

20
21 By: _____
President, Nevada Real Estate Commission

22 Submitted by:

23 AARON D. FORD
24 Attorney General

25 By: 
26 CHRISTAL P. KEEGAN (Bar No. 12725)
27 Deputy Attorney General
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