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**BEFORE THE
CHIEF OF THE BUREAU OF REAL ESTATE APPRAISERS
STATE OF CALIFORNIA**

In the Matter of the Administrative Allegation
of Violation Against:

Anthony L. Blackburn
Real Estate Appraiser License No. 002124

Respondent.

Case No. L20190904-01

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Chief
of the Bureau of Real Estate Appraisers, as its Decision in this matter.

This Decision shall become effective on _____.

It is so ORDERED _____.

James S. Martin
Chief of the Bureau of Real Estate Appraisers

1 Bureau of Real Estate Appraisers
2 3075 Prospect Park Drive, Suite 190
3 Rancho Cordova, CA 95670

4 Telephone: (916) 552-9021
5 Facsimile: (916) 552-9008

6 **BEFORE THE**
7 **CHIEF OF THE BUREAU OF REAL ESTATE APPRAISERS**
8 **STATE OF CALIFORNIA**

9 In the Matter of the Administrative Allegation of
10 Violation Against:

11 **Anthony L. Blackburn**
12 **Real Estate Appraiser License No. 002124**

13 Respondent.

14 Case No. L20190904-01

15 **STIPULATED SETTLEMENT AND**
16 **DISCIPLINARY ORDER**

17 In the interest of a prompt and speedy settlement of this matter, consistent with the public
18 interest and mission of the Bureau of Real Estate Appraisers (“Bureau” or “BRE”), the parties
19 hereby agree to the following Stipulated Settlement and Disciplinary Order (“Stipulated
20 Settlement”) which will be submitted to the Chief of the Bureau of Real Estate Appraisers
21 (“Bureau Chief” or “Chief of BRE”) for approval and adoption as the final disposition:

22 PARTIES

23 1. Aaron Klinger, acting on behalf of the Bureau of Real Estate Appraisers
24 (“Complainant”), brings this action solely in his official capacity as Chief of Enforcement for
25 Complainant.

26 2. Anthony L. Blackburn (“Respondent”) is represented by attorney Steven J. Geller.

27 3. On or about November 22, 1991, the Bureau issued Real Estate Appraiser License
28 Number 002124 to Respondent. Respondent’s License was in full force and effect at all times
relevant to the attached administrative allegation of violation and unless renewed will expire on
January 23, 2020.

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JURISDICTION

4. The Bureau initiated an investigation resulting in administrative allegation of violation.

5. When deemed by the Bureau Chief to be in the public interest, the Bureau Chief has the authority under Business and Professions Code section 11315.5 to enter into a settlement related to administrative allegation of violation of the Real Estate Appraisers' Licensing and Certification Law or regulations promulgated pursuant thereto, upon any terms and conditions as the Bureau Chief deems appropriate.

6. The administrative allegation of violation against Respondent is attached as Exhibit "A" and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read and understands the charges and allegations in the administrative allegation of violation. Respondent has also carefully read and understands the effects of this Stipulated Settlement.

8. Respondent is fully aware of his or her legal rights in this matter, including the right to a hearing on the administrative allegation of violation; the right to confront and cross-examine the witnesses against him or her; the right to present evidence and to testify on his or her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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1 CULPABILITY

2 10. Respondent admits the truth of each and every administrative allegation of violation
3 attached as Exhibit "A", and agrees that cause exists for discipline against his or her Real Estate
4 Appraiser License.

5 11. Respondent agrees that his or her Real Estate Appraiser License is subject to
6 discipline and he or she agrees to be bound by the Bureau Chief's imposition of discipline as set
7 forth in the following Disciplinary Order.

8 CONTINGENCY

9 12. This Stipulated Settlement shall be subject to approval by the Bureau Chief.
10 Respondent understands and agrees that counsel for Complainant and Complainant's staff may
11 communicate directly with the Bureau Chief regarding this Stipulated Settlement, without notice
12 to or participation by Respondent or his or her counsel. By signing this Stipulated Settlement,
13 Respondent understands and agrees that he or she may not withdraw his or her agreement or seek
14 to rescind this Stipulated Settlement prior to the time the Bureau Chief considers and acts upon it.
15 If the Bureau Chief fails to adopt this Stipulated Settlement, the Stipulated Settlement shall be of
16 no force or effect, and, except for this paragraph, it shall be inadmissible in any legal action
17 between the parties, and the Bureau Chief shall not be disqualified from further action by having
18 considered this matter.

19 13. The parties understand and agree that Portable Document Format ("PDF") or
20 facsimile copies of this Stipulated Settlement, including PDF or facsimile signatures thereto, shall
21 have the same force and effect as the originals.

22 14. This Stipulated Settlement is intended by the parties to be an integrated writing
23 representing the complete, final, and exclusive embodiment of their agreement. It supersedes any
24 and all prior or contemporaneous agreements, understandings, discussions, negotiations, and
25 commitments (written or oral). This Stipulated Settlement may not be altered, amended,
26 modified, supplemented, or otherwise changed except by a writing executed by an authorized
27 representative of each of the parties.
28

1 month period. BREa may request a copy of any appraisal or appraisal review listed on any log
2 and Respondent must provide the appraisal or appraisal review within the timeframe provided in
3 BREa's request.

4 Failure to comply with the log requirements shall result in an automatic suspension of
5 Respondent's real estate appraiser license. In order to reinstate Respondent's license, Respondent
6 must provide BREa with the following: (i) a copy of past due log(s); (ii) completion and filing of
7 a reinstatement application; and (iii) payment of all applicable fees, fines, or penalties.

8 Failure to complete a minimum of six (6) appraisal or appraisal reviews of California real
9 property every six (6) months shall result in a tolling of Respondent's probation for the applicable
10 six (6) month period(s). Periods during which probation is tolled shall not apply to reduction of
11 the probationary period, suspension, or any other disciplinary order or term.

12 **4. Monitoring.** Respondent shall be subject to, and shall permit and cooperate with,
13 monitoring and investigation of Respondent's professional practice. Such monitoring and
14 investigation shall be conducted by representatives of BREa.

15 **5. Monitoring Costs.** Respondent shall pay Four Hundred and Fifty Dollars (\$450.00)
16 every six (6) months for the entire probationary period to compensate BREa for monitoring
17 costs. This includes periods when zero (0) to five (5) appraisal or appraisal reviews are completed
18 and probation is tolled. Failure to pay monitoring costs shall be a violation of probation.

19 **6. Obey All Laws.** Respondent shall comply with all federal, state and local laws, the
20 Real Estate Appraisers' Licensing and Certification Law and regulations promulgated thereto,
21 and conform to the minimum guidelines set forth under the Uniform Standards of Professional
22 Appraisal Practice ("USPAP"), and all other laws and regulations pertaining to real estate
23 appraisers. Additionally, if Respondent is subject to criminal court orders, Respondent shall
24 comply with all criminal court orders, including probation and parole.

25 **7. Comply with Probation.** Respondent shall fully comply with the terms and
26 conditions of the probation imposed by the Chief of BREa and shall cooperate fully with
27 representatives of BREa in its monitoring and investigation of Respondent's compliance with the
28 terms and conditions of probation.

1 **8. Violation of Probation.** If Respondent violates probation in any respect, the Chief of
2 BREAA, after giving Respondent notice and an opportunity to be heard, may revoke probation and
3 carry out the disciplinary order that was stayed. If an accusation or a petition to revoke probation
4 is filed against Respondent during probation, the Chief shall have continuing jurisdiction until the
5 matter is final, and the period of probation shall be extended until the matter is final.

6 ACCEPTANCE

7 I have carefully read the above Stipulated Settlement. I understand the stipulation and the
8 effect it will have on my Real Estate Appraiser License. I enter into this Stipulated Settlement
9 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
10 Bureau Chief.

11
12 DATED: _____
13 Anthony L. Blackburn
14 Respondent

15 I have read and fully discussed with Respondent the terms and conditions and other matters
16 contained in the above Stipulated Settlement. I approve its form and content.

17
18
19 DATED: _____
20 Steven J. Geller
21 Attorney for Respondent

22 ENDORSEMENT

23 The foregoing Stipulated Settlement is hereby respectfully submitted for the Bureau Chief's
24 consideration.

25
26 DATED: _____
27 Aaron Klinger
28 Chief of Enforcement

Exhibit A

Administrative Allegation of Violation - Case No. L20190904-01

On or about November 22, 2015, Respondent completed an appraisal of the property located at 3933 Quail Ridge Road, Lafayette, California. The report contained certain errors and omissions in violation of the Uniform Standards of Professional Appraisal Practice (USPAP), listed as follows:

- a) Respondent failed to identify the characteristics of the property that are relevant to the type and definition of value and the intended use of the appraisal when he (S.R.1-2(e)(i) and S.R.2-2(a)(iii));
 - i. Failed to report the history of slide activity at the property appraised.
 - ii. Failed to report what happened to the previous house that was on the site.
 - iii. Failed to report the pumping station shown in subject photographs that were in his workfile.
 - iv. Incorrectly reported that the site had adequate utility for the area.
 - v. Failed to analyze and report the highly constrained nature of the one small potential building site on the property appraised.
- b) Respondent failed to report analysis of the pending subject sale, which at \$1,288,000 was above his value conclusion of \$1,000,000. Also, the seller and buyer had the same last name, an indication the sale may not be arm's-length; this was not analyzed by Respondent (S.R.1-5(a) and S.R.2-2(a)(viii));
- c) As a result of a and b above, Respondent's report failed to clearly and accurately set forth the appraisal in a manner that was not misleading (S.R. 2-1(a))
- d) Respondent failed to determine and complete the appropriate scope of work necessary for a credible appraisal. Respondent did not perform a complete visual inspection of the subject property as he certified and did not adequately research public documents such as those from the planning and building departments or Multiple Listing Service (Scope of Work); and
- e) As a result of not reporting a significant past slide, which was documented by multiple sources, Respondent performed an assignment in a grossly negligent manner. Additionally, Respondent reported the data source for Comparable Sale Two as "MLS" when there was no contemporaneous Multiple Listing Service offering for sale (Conduct section of Ethics Rule).