

FILED 1/14/22 (DATE)

BEFORE THE IOWA REAL ESTATE APPRAISER EXAMINING BOARD

REAP
Board / Commission

B March
Signature, Executive Officer

IN THE MATTER OF:

Case No. 20-33

Randy Plagman

RELEASE FROM CONSENT ORDER

Respondent

The Iowa Real Estate Appraiser Examining Board, having reviewed the records in the above-captioned file, finds that Respondent has complied with the terms of its consent order and should be released. The Board voted unanimously to release Respondent from its consent order on January 13, 2022.

IT IS THEREFORE ORDERED that the Respondent is released.

B March

Brandy March, MPA, CPM

Executive Officer

Iowa Real Estate Appraiser Examining Board

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BEFORE THE IOWA REAL ESTATE APPRAISER
EXAMINING BOARD OF THE STATE OF IOWA

Department of Commerce
Division of Banking
FILED 4/28/2021 (DATE)
REAP
Board / Commission
B March
Signature, Executive Officer

IN THE MATTER OF:

RANDY PLAGMAN,
CR02393

RESPONDENT.

Case No. 20-33

COMBINED STATEMENT
OF CHARGES AND
SETTLEMENT AGREEMENT

A. Statement of Charges

1. The Iowa Real Estate Appraiser Examining Board (“**Board**”) has jurisdiction of this disciplinary matter pursuant to Iowa Code chapters 17A, 272C, and 543D.

2. Respondent is a certified residential real estate appraiser in Iowa. He was issued Certificate No. CR02393 on February 15, 2005.

3. Certificate No. CR02393 is currently valid and scheduled to expire on June 30, 2021.

4. In September of 2020, the Board obtained information raising questions about Respondent’s compliance with USPAP in the development and reporting of one appraisal assignment (hereinafter “Initial Report”).

5. The Board requested copies from Respondent of the Initial Report.

6. The Board submitted the Initial Report for Standard Three/Four USPAP review by a peer reviewer.

7. The appraisal review revealed significant issues related to report writing, understanding and application of proper methodology, adherence to USPAP standards of practice, and Respondent’s competency.

8. Thereafter, the Board requested two additional appraisal reports in order to assess Respondent’s work product as a whole. Both additional appraisal reports revealed significant issues related to report writing, understanding and application of proper methodology, adherence to USPAP standards of practice and Respondent’s competency.

9. Respondent agreed to voluntarily appear at an informal hearing before the Board’s Discipline Committee, which was held on March 18, 2021. Following an informal hearing, the Board voted to find probable cause to charge Respondent with violating appraisal standards.

10. The Board charges Respondent with the following:

- a) Failure to adhere to USPAP in the development and communication of multiple appraisals in violation of Iowa Code §§ 543D.17(1)(d) and 543D.18(1) and Iowa Admin. Code rr. 193F-7.2, 193F-7.3(2)(d) and 193F-7.3(7)(a).
- b) Failure to exercise reasonable diligence in the development and communication of multiple appraisals in violation of Iowa Code §

543D.17(1)(e) and Iowa Admin. Code r 193F-7.3(6)(a).

- c) Demonstrating negligence or incompetence in the development, preparation, and communication of multiple appraisals in violation of Iowa Code §§ 272C.10(2) and 543D.17(1)(f) and Iowa Admin. Code rr. 193F-7.3(2)(a)–(d) and (6)(a).
- d) Engaging in unethical, harmful, or detrimental conduct in violation of the public trust and USPAP's ETHICS RULE in violation of Iowa Code §§ 272C.10(3), 543D.17(1)(b) and (d), and 543D.18(1) and Iowa Admin. Code r. 193F-7.3(4)(c).

11. The Board and Respondent have agreed to fully resolve these charges through the following Settlement Agreement rather than proceed to a contested case hearing.

12. In signing this Settlement Agreement, Respondent admits the underlying facts and conduct alleged by the Board in this case, and admits to a violation of the underlying statutory provisions and rules charged by the Board in this Statement of Charges.

B. Settlement Agreement

1. Respondent has a right to a hearing on the charges. However, by freely and voluntarily entering into this Settlement Agreement, Respondent waives Respondent's right to hearing and all attendant rights, including the right to appeal to the superintendent and seek judicial review.

2. This Settlement Agreement constitutes discipline against Respondent pursuant to and in accordance with Iowa Admin. Code r. 193F-20.42, and, subject to Iowa Admin. Code r. 193F-17.2(4), is the final agency action in a contested case pursuant to Iowa Code § 17A.10, and Iowa Admin. Code r. 193F-20.42.

3. Respondent acknowledges that Respondent had the opportunity to consult with counsel before agreeing to this Settlement Agreement.

4. Respondent agrees the State's counsel may present this Settlement Agreement to the Board and may have ex parte communications with the Board while presenting it.

5. This Settlement Agreement shall be part of the permanent record of Respondent and shall be considered by the Board in determining the nature and severity of any future penalty or sanctions to be imposed in the event of any future violations of the laws, rules, or standards administered by the Board.

6. This Combined Statement of Charges and Settlement Agreement is a public record available for inspection and copying in accordance with the requirements of Iowa Code ch. 22, and will be posted to the Board's public-facing online disciplinary index and reported to and posted on the Appraisal Subcommittee (ASC) National Registry.

7. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code § 272C.3(2)(a).

8. This Settlement Agreement is subject to approval of the Board:

- a) If the Board fails to approve this Settlement Agreement, it shall be of no force

or effect on either party, and it shall not be admissible for any purpose in further proceedings in this matter;

- b) If the Board approves this Settlement Agreement, it shall take effect upon the date of last signature, below, and govern the issues of or related to this matter.

9. This Settlement Agreement shall not preclude the Board from taking additional action against Respondent should Respondent violate the laws, rules, or standards or practice administered by the Board in the future.

IT IS THEREFORE ORDERED:

A. Education

1. Respondent shall successfully complete within ninety (90) days of the execution of this Settlement Agreement:

- a. A 15-hour tested Residential Report Writing and Case Studies course;
- b. A seven-hour tested How to Support and Prove Your Adjustments course;
- c. A seven-hour Appraisal Adjustments II: Solving Complex Problems course;
- d. A four-hour Missing Explanations corrective education course; and
- e. A four-hour Residential Report Writing vs. Form Filling corrective education course.

Respondent shall bear any and all costs associated with these courses and may apply courses A1a through A1c above towards his continuing education requirements for any subsequent renewal.

2. Respondent shall forward to the Board a certificate of completion or other similar documentation or confirmation demonstrating completion within ten (10) days of completion of each course required by paragraph 1.

B. Logs and Desk Review

1. Until Respondent has complied with all terms of Sections A and B of this Settlement Agreement, Respondent shall send the Board appraisal logs by the 10th day of each month for the prior month's appraisals.

2. Approximately 45 days after Respondent has completed all education in accordance with Section A (Education), above, the Board will select three appraisals from Respondent's log for review that were completed after the required education was completed. Of the three reports to be selected, one shall be completed on either a condo or a townhouse, and one shall be a complex property with a value over \$250,000. The Respondent is free to utilize demonstration reports so long as at least two appraisal reports are completed for each requirement so that a random selection of reports may be completed. Section A (Education), above, provides the deadline within which the required education must be completed. Respondent is free, however, to escalate the time frame for completion of this Settlement Agreement by completing the education earlier than the deadline.

3. The Board will retain a certified appraiser to complete Standard Three/Four reviews on the appraisals selected for review. Respondent shall provide the Board, within 10 days of request, one paper copy of the appraisals and associated work files, and the sum of \$1,275 to be paid by the Board to the retained review appraiser(s).

4. The reviewing appraiser(s) will complete a comprehensive Standard Three/Four review for each appraisal. The review will be for facial compliance with USPAP. The reviewer(s) will not perform inspections or warrant the accuracy of Respondent's work product but will review work papers, calculations, and any other documents as may be reasonably necessary. Along with appraisal reports and work files, Respondent shall provide the reviewing appraiser(s) copies of all documents verifying the accuracy of factual representations in each appraisal. The reviewer(s) may request additional information, if needed, such as documentation of paired sales analysis, documentation of support for site values, and the like. The costs associated with desk review are the responsibility of Respondent, but are capped at the amounts noted in paragraph 3.

5. The reviewer(s) will prepare written comments on each appraisal's compliance with USPAP, and will provide copies of the written comments to the Board. The Board will provide the redacted reviews to Respondent.

6. Following the Board's receipt of the three review appraisals, the Board will either:

- a) Enter an order indicating Respondent's full compliance with Section B of this Settlement Agreement; or
- b) If the desk review comments and appraisals reveal significant USPAP violations, the Board shall defer final ruling and may order additional education or desk reviews, or other rehabilitative measures. No such order will be issued without affording Respondent reasonable notice and an opportunity to request hearing.

7. Respondent shall not supervise an associate residential appraiser or otherwise co-sign another certified appraiser's work as a supervisor until Respondent has complied with all terms of Sections A through B of this Settlement Agreement and meets the supervisory appraiser qualification criteria pursuant to Iowa Admin. Code r. 193F-15.3.

8. This Settlement Agreement shall not preclude the Board from filing additional charges if one or more of the appraisals submitted for any desk review process contemplated hereunder demonstrate probable cause to take such an action. Respondent agrees Board review of desk review reports or appraisals subject to desk review shall not constitute "personal investigation" or otherwise disqualify a Board member from acting as a presiding officer in any subsequent contested case(s).

Case No. 20-33

AGREED AND ACCEPTED:

Respondent

Iowa Real Estate Appraiser Examining Board

Randy Plagman
Randy Plagman

4/21/2021
Date

Dan Fuhrmeister bm
Dan Fuhrmeister, Chair

4/28/2021
Date