

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE APPRAISERS COMMISSION**  
**AND**  
**DALE JACKSON**

Dale Jackson (Jackson) and the Missouri Real Estate Appraisers Commission (MREAC) enter into this Settlement Agreement for the purpose of resolving the question of whether Jackson's certification as a state-certified residential real estate appraiser, no. 2002016033, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREAC under § 621.110, RSMo Supp. 2012. The MREAC and Jackson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2012.

Jackson acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREAC at which time Jackson may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREAC.

Being aware of these rights provided to him by law, Jackson knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Jackson acknowledges that he has received a copy of documents that were the basis upon which the MREAC determined there was cause for discipline, along with citations to law and/or regulations the MREAC believes were violated. Jackson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Jackson's certification as a state-certified residential real estate appraiser, certificate no. 2002016033, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapters 339 and 621, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREAC and Jackson in Part II herein is based only on the agreement set out in Part I herein. Jackson understands that the MREAC may take further disciplinary action against him

based on facts or conduct not specifically mentioned in this document that are either now known to the MREAC or may be discovered.

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the MREAC and Jackson herein jointly stipulate to the following:

1. Section 339.535, RSMo, which requires real estate appraisers to comply with the Uniform Standards of Professional Appraisal Practice (USPAP), states:

State certified real estate appraisers and state licensed real estate appraisers shall comply with the Uniform Standards of Professional Appraisal Practice promulgated by the appraisal standards board of the appraisal foundation.

3. On or about December 15, 2009, Jackson completed and signed a review appraisal report regarding the 850 South Rd. Unit L Appraisal Report completed by Jeffrey Shawan (“Shawan”). The review appraisal concluded that Shawan’s appraisal value of \$17,000 was reasonable. The review appraisal shall be referred to hereinafter as the “850 South Rd. Review Appraisal Report.”

4. Jackson was required to develop and report the results of the 850 South Rd. Review Appraisal in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), 2008-2009 Edition.

5. The 850 South Rd. Review Appraisal Report was prepared for the City of Ellington, Missouri.

6. Based on the following errors and omissions in the preparation of the 850 South Rd. Review Appraisal Report, Jackson is in violation of Section 339.535, the USPAP Ethics Rule, the USPAP Scope of Work Rule, USPAP Standards 1, 2, and 3, and the USPAP Standards Rules 1-1(a), (b), and (c); 1-2(e)(i) and (iii); 1-2(g), 1-2(h), 1-3(b), 1-4(a), 1-6(a) and (b); 2-1(a) and (b); 2-2(b)(iii), (vii), (viii), (ix), and (x); 3-1(a), (b)(i), (c), (d), (e), (f), and (g); and 3-2(a), (c), (d), and (e), 2008-2009 edition:

- a. Misrepresented that the improvements on the subject property were not a manufactured home;
- b. Failed to discuss and analyze the intended use of the review appraisal and whether the subject property was appropriate for buyout under the 2008 Flood Buyout Program;
- c. Failed to identify the deficiencies and inaccurate information regarding the site and improvements within Shawan's 850 South Rd. Appraisal Report, including, but not limited to, failing to disclose that the property was located in a mobile home park;
- d. Failed to correctly identify the characteristics of the work which is relevant to the intended use and purpose of the appraisal review, including the physical, legal, and economic characteristics of the property and property type;

- e. Failed to disclose the hypothetical condition used by Shawan and its validity;
- f. Incorrectly stated that the comparable sales used in the 850 South Rd. Appraisal were adequate and presented in a manner that was easily followed by the review appraiser, when the comparable sales reported were not representative of properties similar to the subject;
- g. Failed to apply the appraisal review methods and techniques that are necessary for credible assignment results by allowing the intended use of the assignment to result in a biased appraisal which benefited the client;
- h. Failed to identify the intended users, the intended use of the reviewer's opinions and conclusions and the purpose of the assignment;
- i. Failed to identify the subject of the appraisal review assignment;
- j. Failed to determine the scope of work necessary to produce credible assignment results;
- k. Failed to develop a credible opinion as to the completeness of the material under review;
- l. Failed to develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data given the reviewer's scope of work;

- m. Failed to develop a credible opinion as to the appropriateness of the appraisal methods and techniques used, given the reviewer's scope of work, and develop the reasons for the disagreement;
- n. Failed to develop an opinion as to whether the analyses, opinions, and/or conclusions are appropriate and reasonable, given the reviewer's scope of work, and failed to develop the reasons for any disagreement;
- o. Failed to identify the client, by name or type, and intended users; the intended use of the assignment results; and the purpose of the assignment;
- p. Failed to state the scope of the appraisal review;
- q. Failed to state the opinions, reasons, and/or conclusions required in Standards 3-1(d-g), given the reviewer's scope of work; and
- r. Failed to include all known pertinent information.

7. USPAP Standard 3, regarding review appraisal assignments, states:

In performing an appraisal review assignment, an appraiser acting as a reviewer must develop and report a credible opinion as to the quality of another appraiser's work and must clearly disclose the scope of work performed.

8. The 850 South Appraisal Review Report is not credible and/or is misleading and was developed and reported in violation of USPAP Standards 1, 2 and 3.

9. Based on Jackson's certification that the "opinion of market value" in Shawan's 850 South Appraisal Report was accurate, Jackson violated each USPAP Standard and Standards Rules set forth in Count I of the Complaint against Shawan.

10. On or about December 15, 2009, Jackson completed and signed a review appraisal report regarding the 205 Main St. Appraisal Report completed by Shawan. The review appraisal concluded that Shawan's appraisal value of \$23,000 was accurate. The review appraisal shall be referred to hereinafter as the "205 Main St. Review Appraisal Report."

11. The 205 Main St. Review Appraisal Report was prepared for the city of Ellington, Missouri.

12. Based on the following errors and omissions in the preparation of the 205 Main St. Review Appraisal Report, Jackson is in violation of Section 339.535, the USPAP Ethics Rule, the USPAP Scope of Work Rule, USPAP Standards 1, 2, and 3, and the USPAP Standards Rules 1-1(a), (b), and (c); 1-2(e)(i) ; 1-2(g) and (h), 1-3(b), 1-4(a); 2-1(a) and (b); 2-2(b)(iii), (vii), (viii), and (ix); 3-1(a), (b)(i), (c), (d), (e), (f), and (g); and 3-2(a), (c), (d), and (e), 2008-2009 edition:

- a. Improperly stated that the Shawan's report contained a complete and accurate site description which was not true;

- b. Failed to discuss and analyze the intended use of the review appraisal and whether the subject property was appropriate for buyout under the 2008 Flood Buyout Program;
- c. Without proper research and analysis, stated that the comparable sales used by Shawan were “assumed” to be the best available;
- d. Improperly states that the information used in Shawan’s report was complete and accurate;
- e. Failed to disclose the hypothetical condition used by Shawan and its validity;
- f. Failed to identify the inconsistencies in the description, in the method of appraisal, and in the inappropriately used hypothetical conditions contained in the Shawan appraisal;
- g. Failed to identify the intended users, the intended use of the reviewer’s opinions and conclusions, and the purpose of the assignment;
- h. Failed to identify the subject of the appraisal review assignment;
- i. Failed to determine the scope of work necessary to produce credible assignment results;
- j. Failed to develop a credible opinion as to the completeness of the material under review, given the reviewer’s scope of work;

- k. Failed to develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the reviewer's scope of work;
- l. Failed to develop a credible opinion as to the appropriateness of the appraisal methods and techniques used, given the reviewer's scope of work, and failed to develop the reasons for disagreement;
- m. Failed to develop a credible opinion as to whether the analyses, opinions, and/or conclusions are appropriate and reasonable, given the reviewer's scope of work, and failed to develop the reasons for any disagreement;
- n. Failed to state the scope of the appraisal review;
- o. Failed to state the opinions, reasons, and/or conclusions required in Standards 3-1(d-g), given the reviewer's scope of work; and
- p. Failed to include all known pertinent information.

13. The 205 Main St. Review Appraisal Report is not credible and/or is misleading in violation of Standards 1, 2 and 3, as stated above.

14. Based on Jackson's certification that Shawan's "opinion of market value" is "accurate," Jackson violated each USPAP Standard and Standards Rules alleged against Shawan in Count IV of the Complaint.

15. On or about December 15, 2009, Jackson completed and signed a review appraisal report regarding the 295 Main Unit B Appraisal Report completed by Shawan.

The review appraisal concluded that Shawan’s appraisal value of \$13,000 was accurate. The review appraisal shall be referred to hereinafter as the “295 Main B Review Appraisal Report.”

16. The 295 Main B Review Appraisal Report was prepared for the city of Ellington, Missouri.

17. Based on the following errors and omissions in the preparation of the 295 Main B Review Appraisal Report, Jackson is in violation of Section 339.535, the USPAP Ethics Rule, the USPAP Scope of Work Rule, USPAP Standards 1, 2 and 3, and the USPAP Standards Rules 1-1(a), (b), and (c); 1-2(e)(i) ; 1-2(g) and (h), 1-3(b), 1-4(a); 2-1(a) and (b); 2-2(b)(iii), (vii), (viii), and (ix); 3-1(a), (b)(i), (c), (d), (e), (f), and (g); and 3-2(a), (c), (d), and (e), 2008-2009 edition:

- a. Improperly stated that the Shawan’s report contained a complete and accurate site description which was not true;
- b. Failed to discuss and analyze the intended use of the review appraisal and whether the subject property was appropriate for buyout under the 2008 Flood Buyout Program
- c. Improperly stated that the comparable sales used by Shawan were “assumed” to be the best available;
- d. Improperly states that the information used in Shawan’s report was complete and accurate;

- e. Failed to disclose the hypothetical condition used by Shawan and its validity;
- f. Failed to identify the inconsistencies in the description, in the method of appraisal, and in the inappropriately used hypothetical conditions contained in the Shawan appraisal;
- g. Failed to identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment;
- h. Failed to identify the subject of the appraisal review assignment;
- i. Failed to determine the scope of work necessary to produce credible assignment results in accordance with the scope of work rule;
- j. Failed to develop a credible opinion as to the completeness of the material under review, given the reviewer's scope of work;
- k. Failed to develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the reviewer's scope of work;
- l. Failed to develop a credible opinion as to the appropriateness of the appraisal methods and techniques used, given the reviewer's scope of work, and develop the reasons for disagreement;

- m. Failed to develop a credible opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the reviewer's scope of work, and develop the reasons for any disagreement;
- n. Failed to state the scope of the appraisal review;
- o. Failed to state the opinions, reasons, and/or conclusions required in Standards 3-1(d-g), given the reviewer's scope of work; and
- p. Failed to include all known pertinent information.

18. The 295 Main B Review Appraisal Report is not credible, and/or is misleading, in violation of USPAP Standards 1, 2 and 3.

19. Based on Jackson's certification that Shawan's "opinion of market value" is "accurate," Jackson violated each USPAP Standard and Standards Rules alleged against Shawan in Count III of this Complaint.

20. Based on the facts and violations set forth above, cause exists to discipline Jackson's certification as a state-certified residential real estate appraiser pursuant to § 339.532.2(5), (6), (7), (8), (9), (10), and (14)], RSMo, which states:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any state-certified real estate appraiser, state-certificated real estate appraiser, or any person who has failed to renew or has surrendered his or his certificate or certificate for any one or any combination of the following causes:

.....

- (5) Incompetency, misconduct, gross negligence, dishonesty, fraud, or misrepresentation in the performance of the functions or duties of any profession licensed or regulated by sections 339.500 to 339.549;
- (6) Violation of any of the standards for the development or communication of real estate appraisals as provided in or pursuant to sections 339.500 to 339.549;
- (7) Failure to comply with the Uniform Standards of Professional Appraisal Practice promulgated by the appraisal standards board of the appraisal foundation;
- (8) Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, or communicating an appraisal;
- (9) Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal;
- (10) Violating, assisting or enabling any person to willfully disregard any of the provisions of sections 339.500 to 339.549 or the regulations of the commission for the administration and enforcement of the provisions of sections 339.500 to 339.549;

.....

- (14) Violation of any professional trust or confidence[.]

**II.**  
**Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREAC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Supp. 2012.

2. **Jackson's certification is suspended, followed by a period of probation.**

Jackson's certification as a state-certified residential real estate appraiser is hereby SUSPENDED for ONE MONTH, and shall immediately thereafter be placed on PROBATION for a period of TWO YEARS. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Jackson shall not be entitled to practice as a state-certified residential real estate appraiser pursuant to Chapter 339, RSMo. During the period of probation, Jackson shall be entitled to practice as a state-certified residential real estate appraiser under Chapter 339, RSMo, provided Jackson adheres to all the terms of this Settlement Agreement.

3. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Jackson shall submit written reports to the MREAC by no later than January 15, April 15, July 15 and October 15, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement. Jackson is responsible for assuring that the reports are submitted to and received by the MREAC. Jackson shall submit the first such report so that the MREAC receives it on or before July 15, 2013.

B. During the disciplinary period, Jackson shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050. A true and accurate copy of which shall be submitted to the MREAC every three (3) months after the

disciplinary period goes into effect with the written reports required under subparagraph A., above. Jackson is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Jackson shall submit copies of his work samples for MREAC review. Jackson shall submit the first such log so that the MREAC receives it on or before July 15, 2013.

C. During the period of suspension, Jackson shall not sign appraisal reports in any capacity. During the period of probation, Jackson shall not sign appraisal reports as a supervising appraiser.

D. During the disciplinary period, Jackson shall not serve as a supervising appraiser to trainee real estate appraisers under 20 CSR 2245-3.005. Within ten days of the effective date of this Settlement Agreement, Jackson shall advise each trainee real estate appraiser working under him, if any, that the supervisory relationship is terminated and comply with all other requirements of 20 CSR 2245-3.005 regarding the termination of the supervisory relationship.

E. Whenever during the disciplinary period Jackson provides others with a copy of his certification as a Missouri state-certified residential real estate appraiser, Jackson shall provide the most recent version of his certification issued by the MREAC.

F. During the disciplinary period, Jackson shall keep the MREAC apprised at all times in writing of his current work and home addresses and telephone numbers

at each place of residence and employment. Jackson shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

G. Jackson shall timely renew his certification and timely pay all fees required for certification renewal and comply with all other MREAC requirements necessary to maintain his certification in a current and active state.

H. During the disciplinary period, Jackson shall comply with all provisions of §§ 339.500 through 339.549, RSMo, all rules and regulations promulgated thereunder, and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States. Any cause to discipline Jackson's certification as a real estate appraiser under § 339.532.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

I. Jackson shall accept and comply with reasonable unannounced visits from the MREAC's duly authorized agents to monitor compliance with the terms and conditions stated herein.

J. Jackson shall appear before the MREAC or its representative for a personal interview upon the MREAC's written request.

K. If, at any time within the disciplinary period, Jackson removes himself from the state of Missouri, ceases to be currently certified under the provisions of

§§ 339.500 through 339.549, RSMo, or fails to keep the MREAC advised of all current places of residence and business, the time of absence, uncertified status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

4. Upon the expiration of the disciplinary period, the certification of Jackson shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Jackson has violated any term or condition of this Settlement Agreement, the MREAC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Jackson's certification.

5. No additional discipline shall be imposed by the MREAC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREAC as a contested case in accordance with the provisions of Chapter 536, RSMo.

6. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning any future violations by Jackson of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

7. This Settlement Agreement does not bind the MREAC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREAC or may be discovered.

8. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREAC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Jackson agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

9. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

10. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

11. The parties to this Settlement Agreement understand that the MREAC will maintain this Settlement Agreement as an open record of the MREAC as required by Chapters 324, 339, and 610, RSMo, as amended.

12. Jackson, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

13. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

Dale Jackson      06/04/2013  
Dale Jackson      Date

MISSOURI REAL ESTATE  
APPRAISERS COMMISSION

Vanessa Beauchamp  
Vanessa Beauchamp, Executive Director  
Date: 6-6-13

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