

Before the
Administrative Hearing Commission
State of Missouri



MISSOURI REAL ESTATE APPRAISERS)
COMMISSION,)
)
Petitioner,)
)
vs.)
)
MICHAEL HARMON,)
)
Respondent.)

No. 08-2114 RA

CONSENT ORDER

We set aside our order of June 15, 2009, by which we granted the motion for summary decision of the Missouri Real Estate Appraisers Commission's ("MREAC") as to Count I of its complaint.

We grant the "Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and the Missouri Real Estate Appraisers Commission and Disciplinary Order" ("joint stipulation"), which the parties filed on June 12, 2009, and make our findings of fact and conclusions of law as set forth below.

Setting Aside of June 15 Order

On December 22, 2008, the MREAC filed a three-count complaint to establish cause to discipline Michael Harmon as a certified residential real estate appraiser. On May 4, 2009, the

MREAC filed a motion for summary decision as to Count I of the complaint. We granted the motion and did not dispose of Counts II and III.

On Friday, June 12, 2009, the parties filed their joint stipulation. Because of the time required to docket the joint stipulation, it was not brought to our attention before we issued the June 15 order on the following Monday. However, as to Count I, the joint stipulation proposes the same findings of fact and conclusions of law that we made in our June 15 order.

Our June 15 order was interlocutory because it did not entirely dispose of the complaint. Accordingly, we may set the order aside. *Value Lumber Co. v. Jelten*, 175 S.W.3d 708, 712-13, n.7 (Mo. App., S.D. 2005). Therefore, we set aside our June 15 order so that we can dispose of the complaint on the terms of the joint stipulation.

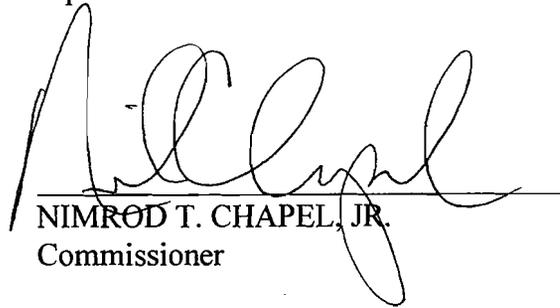
Findings of Fact and Conclusions of Law as to the Joint Stipulation

Section 621.045, RSMo Supp. 2008, gives us jurisdiction of the complaint. Our review of the joint stipulation shows that the parties have stipulated to certain facts and waived their right to a hearing before us. Because the parties have agreed to these facts, we incorporate them into this order and adopt them as stipulated. *Buckner v. Buckner*, 912 S.W. 2d 65, 70 (Mo. App., W.D. 1995). We conclude that the licensee is subject to discipline under § 339.532.2(5), (6), (7), (8), (9), (10), (14), and (18), RSMo 2000. We incorporate the parties' proposed findings of fact and conclusions of law into this order. We certify the record to the licensing agency under § 621.110, RSMo Supp. 2008.

The only issue before this Commission is whether the stipulated conduct constitutes cause to discipline the license. The appropriate disciplinary action is not within our power to decide; that is subject to the licensing authority's decision or the parties' agreement. Section 621.110, RSMo Supp. 2008.

No statute authorizes us to determine whether the agency has complied with the provisions of § 621.045.4, RSMo Supp. 2008. We have no power to superintend agency compliance with statutory procedures. *Missouri Health Facilities Review Comm. v. Administrative Hearing Comm'n*, 700 S.W. 2d 445, 450 (Mo. banc 1985). Therefore, we do not determine whether the agency complied with such procedures.

SO ORDERED on June 24, 2009.



NIMROD T. CHAPEL, JR.
Commissioner

FILED

JUN 12 2009

ADMINISTRATIVE HEARING
COMMISSION

**BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI**

**MISSOURI REAL ESTATE)
APPRAISERS COMMISSION,)**

Petitioner,)

v.)

MICHAEL G. HARMON,)

Respondent.)

Case No. 08-2114 RA

**JOINT MOTION FOR CONSENT ORDER,
JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,
WAIVER OF HEARINGS
BEFORE THE ADMINISTRATIVE HEARING COMMISSION
AND THE MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND DISCIPLINARY ORDER**

Respondent Michael G. Harmon (“Harmon”) and Petitioner Missouri Real Estate Appraisers Commission (“MREAC”) enter into this *Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and Missouri Real Estate Appraisers Commission, and Disciplinary Order* (“Joint Stipulation”) for the purpose of resolving the Complaint filed against Respondent. Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission (“Commission”)(1 CSR 15-3.446(4)) and pursuant to the terms of § 536.060, RSMo¹, as it is made applicable to the Commission by

¹All references are to the 2000 Revised Statutes of Missouri unless otherwise noted.

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§ 621.135, RSMo, the parties move for a consent order and waive the right to a hearing and decision in the above-styled case by the Commission, and, additionally, the right to a disciplinary hearing before the MREAC pursuant to § 621.110, RSMo, Cum. Supp. 2008 and jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Harmon 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 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 Harmon 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 Harmon by operation of law, Harmon knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation. Harmon further agrees to abide by the terms of this document as they pertain to him.



Harmon acknowledges that he received a copy of the Complaint in this case, which was filed with the Commission on December 22, 2008. Harmon stipulates that the factual allegations contained in this Joint Stipulation are true and stipulates with the MREAC that Harmon's certification as a state-certified residential real estate appraiser, certificate no. RA003170, is subject to disciplinary action by the MREAC in accordance with the provisions of Chapter 621, RSMo, and § 339.500 through 339.549, RSMo.

I. JOINT STIPULATION

Based upon the foregoing, the MREAC and Harmon jointly stipulate to the following findings of fact and conclusions of law in lieu of the facts and conclusions of law as alleged in the Complaint filed in this case, and request that the Commission adopt the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as the Commission's Findings of Fact and Conclusions of Law.

JOINT PROPOSED FINDINGS OF FACT

1. Harmon is certified by the MREAC as a state-certified residential real estate appraiser, certificate no. RA003170. Such certification is and was at all times relevant to this action current and active, except for two short lapses due to late renewal and one short lapse due to a failure to pay taxes in 2004.

Kansas Disciplinary Action

2. On or about April 6, 2006, the Kansas Real Estate Appraisal Board ("Kansas Board") and Harmon entered into a Consent Order in the case styled In the

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Matter of Michael G. Harmon, Certified Residential Real Property Appraiser, Certificate No. R-1662, Complaint No. 459 (Kansas Order), which disciplined Harmon's Kansas real estate appraiser certificate for violation of the Uniform Standards of Professional Appraisal Practice (USPAP).²

3. In the Kansas Order, Harmon stipulated:³

1. Harmon appraised the Kansas property(s) commonly known as: 14723 South Wyandotte Dr., Olathe, Kansas.

.....

3. Harmon violated Standards Rule 2-3 in that the original copy of the report provided in the complaint was signed. The copy of the appraisal provided by Harmon Appraisal was not signed.

4. Harmon violated Standards Rule 2-1(a) and (b) in that the appraisal was not reported clearly and accurately. It was presented in a manner that was misleading. It also did not contain sufficient information to enable the intended user to understand the report properly.

5. Harmon violated Standards Rule 1-4(a) in that the sales comparison approach was not sufficiently analyzed. The comparables used were from a much superior location and were not reported correctly.

6. Harmon violated Standards Rule 1-4(b)(i) in that the site value was not supportable with sales data in the area.

² See Exhibit B (Kansas Real Estate Appraisal Board Consent Order), attached hereto.

³ See Exhibit B, pp. 1 of 4 and 2 of 4.



7. Harmon violated Standards Rule 1-4(b)(iii) in that the incorrect site value made the cost approach unsupported and inadequate.

8. Harmon violated Standards Rule 1-1(a) in that the (sic) he is unaware and does not understand how to correctly employ the recognized methods and techniques that are necessary to produce a credible appraisal.

9. Harmon violated Standards Rule 1-1(b) in that he has committed a substantial error of omission and commission that significantly affects the appraisal.

10. Harmon violated Standards Rule 1-1(c) in that he did render an appraisal service in a careless and negligent manner such as by making a series of errors that, although individually might not significantly affect the results of the appraisal, but in aggregate would affect the credibility of those results.

4. Kansas found violations of K.S.A. 58-4121, K.S.A. 58-4118(a)(6), (7) and (8) which are also causes to suspend or revoke a real estate appraisers' Missouri license and/or certification pursuant to § 339.532.2(5), (6), (7), (8) and (9), and 339.532.3, RSMo.

5. The Kansas Real Estate Appraisal Board disciplined Harmon's Kansas real estate appraiser certification.

6500 East 155th Street, Grandview, Missouri Appraisal Report

6. Section 339.535, RSMo, states:

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

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7. On or about March 14, 2002, Harmon completed and signed a summary appraisal report for residential real estate located at 6500 East 155th Street, Grandview, Missouri ("the East 155th Street property"). The effective date of the appraisal report was March 6, 2002. This appraisal valued the property at \$115,000. This appraisal shall be referred to hereinafter as the "East 155th Street Appraisal Report."

8. Harmon was required to develop and report the results of the East 155th Street Appraisal in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), 2002 Edition. A copy of the relevant provisions of USPAP, 2002 Edition are attached hereto as Exhibit A.

9. Based on the following errors and omissions in the preparation of the East 155th Street Appraisal Report, Harmon violated section 339.535, RSMo, the USPAP Ethics Rule regarding Conduct, USPAP Standards 1 and 2, and USPAP Standards Rules 1-1(a), (b) and (c), 1-4(a), 2-1(a) and (b) and 2-2(b)(ix), 2002 Edition:

(Eq. One purchased Money Line contemporaneous w/ prep. of Appraisal.)

- a. ~~The East 155th Street Appraisal Report incorrectly stated that it was prepared for Equity One, when it was actually prepared for Money Line Mortgage, Inc., a Missouri corporation, Charter No. F00395068;~~
- b. The described neighborhood boundaries are incomplete in that they do not close;

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- c. The neighborhood's single family price range and predominant values are low, misleading and misrepresent the nature of the neighborhood;
 - d. Comparable sales were used from substantially different and higher value neighborhoods;
 - e. Comparable sales were used that were located in different school districts, but did not discuss or adjust for the difference;
 - f. Comparable sales of substantially different age and style were used;
 - g. Comparable sales were not used that were available in closer proximity and in the subject's neighborhood; and
 - h. Adjustments in the sales comparison approach for differences in property characteristics such as age, bathrooms, and garages were excessively low.
10. The East 155th Street Appraisal Report overestimates the value, is not credible, and is misleading.

Crysler Avenue Appraisal Report

11. On or about September 20, 2002, Harmon completed and signed a summary appraisal report for residential real estate located at 2715 S. Chrysler Avenue, Independence, Missouri ("the Chrysler Avenue property"). The effective date of the appraisal report was September 19, 2002. This appraisal valued the property at \$128,000. This appraisal shall be referred to hereinafter as the "Crysler Avenue Appraisal Report."
12. The Chrysler Avenue Appraisal Report was prepared for Equity One.

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13. Harmon was required to develop and report the results of the Chrysler Avenue Appraisal in compliance with USPAP, 2002 Edition. A copy of the relevant provisions of USPAP, 2002 Edition are attached hereto as Exhibit A.

14. Based on the following errors and omissions in the preparation of the Chrysler Avenue Appraisal Report, Harmon violated section 339.535, RSMo, the USPAP Ethics Rule regarding Conduct, USPAP Standards 1 and 2, and USPAP Standards Rules 1-1(a), (b), and (c), 1-4(a), 2-1(a) and (b), and 2-2(b)(ix).

- a. Comparable sales data was used that was not located near the subject property, when more proximate comparable sales were available;
- b. Comparable sales were used from better, higher valued locations than the subject property, but did not adjust for location;
- c. Comparable sales were used that had been updated, when the subject property had not be updated; and
- d. Failed to identify, analyze, and adjust for tax abatement benefits related to comparable sale no. 2.

15. The Chrysler Avenue Appraisal Report overestimates the value, is not credible, and is misleading.

JOINT PROPOSED CONCLUSIONS OF LAW

16. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 339.532.2, RSMo.

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17. Section 339.532.2, RSMo, provides in part:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any state-certified real estate appraiser, state-licensed real estate appraiser, or any person who has failed to renew or has surrendered his or her certificate or license 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;

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(18) Disciplinary action against the holder of a license, certificate or other right to practice any profession regulated pursuant to sections 339.500 to 339.549, imposed by another state, territory, federal agency or country upon grounds for which revocation or suspension is authorized in this state[.]

18. Section 339.532.3, RSMo, states:

3. After the filing of such complaint, the proceedings shall be conducted in accordance with the provisions of chapter 621, RSMo. Upon a finding by the administrative hearing commission that the grounds, provided in subsection 2 of this section, for disciplinary action are met, the commission may, singly or in combination, publicly censure or place the person named in the complaint on probation on such terms and conditions as the commission deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke, the certificate or license. The holder of a certificate or license revoked pursuant to this section may not obtain certification as a state-certified real estate appraiser or licensure as a state-licensed real estate appraiser for at least five years after the date of revocation.

19. Section 339.535, RSMo, regarding compliance with the Uniform Standards of Professional Appraisal Practice, 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.

Kansas Disciplinary Action

20. The Kansas Real Estate Appraisal Board disciplined Harmon's Kansas real estate appraiser certification upon grounds for which revocation or suspension is authorized in this state.

21. Cause exists to discipline Harmon's real estate appraiser certification pursuant to § 339.532.2(18), RSMo, because the State of Kansas Real Estate Appraisal Board disciplined Harmon's Kansas real estate appraiser certification upon grounds for which revocation or suspension is authorized in this state in that Harmon admitted conduct that would be cause for discipline in Missouri pursuant to §§ 339.532.2(5), (6), (7), (8), and (9), RSMo.

Appraisal Reports

22. Harmon's conduct, as stipulated to herein, regarding the East 155th Street and Chrysler Avenue Appraisal Reports demonstrates incompetency and gross negligence in the performance of the functions and duties of a real estate appraiser, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(5), RSMo.

23. Harmon's conduct, as stipulated to herein, regarding the East 155th Street and Chrysler Avenue Appraisal Reports violates standards for the development and communication of real estate appraisals as provided in and pursuant to §§ 339.500 to 339.549, RSMo, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(6), RSMo.

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24. Harmon's conduct, as stipulated to herein, regarding the East 155th Street and Crysler Avenue Appraisal Reports demonstrates a failure and refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, and communicating an appraisal, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(8), RSMo.

25. Harmon's conduct, as stipulated to herein, regarding the East 155th Street and Crysler Avenue Appraisal Reports demonstrates negligence and incompetence in developing an appraisal, in preparing an appraisal report, and in communicating an appraisal, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(9), RSMo.

26. Each of Harmon's USPAP violations, as stipulated herein, regarding the East 155th Street and Crysler Avenue Appraisal Reports, constitutes a violation of § 339.535, RSMo, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(7) and (10), RSMo.

27. Harmon's conduct, as stipulated to herein, regarding the East 155th Street and Crysler Avenue Appraisal Reports, violates the professional trust and confidence he owed to his clients, the intended users of the appraisal report, and the public, providing cause to discipline his real estate appraiser certification pursuant to § 339.532.2(14), RSMo.

II. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties hereby mutually agree and stipulate that the following shall constitute the order regarding discipline of Harmon's certification as a state-certified residential real estate appraiser, subject to the following terms and conditions, and entered by the MREAC in this matter under the authority of §§ 536.060 and 621.110, RSMo Cum. Supp. 2008. This disciplinary order shall become effective immediately upon the issuance of the consent order of the Commission without further action by either party:

1. **Harmon's certification is on probation.** Harmon's certification as a state-certified residential real estate appraiser is hereby placed on PROBATION for a period of ONE YEAR. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Harmon shall be entitled to practice as a state-certified residential real estate appraiser under §§ 339.500 through 339.549, RSMo, as amended, provided Harmon adheres to all the terms of this agreement.

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

A. Harmon shall submit written reports to the MREAC by no later than October 1, 2009 and April 1, 2010 stating truthfully whether there has been compliance with all terms and conditions of this Joint Stipulation. Each written report shall be submitted no earlier than 30 days prior to the respective due date.

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Harmon is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Harmon shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050. A true and accurate copy of the log shall be submitted to the MREAC by no later than October 1, 2009 and April 1, 2010 during each year of the disciplinary period. Each log submitted shall be current to at least 30 days prior to the respective due date. Harmon is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Harmon shall submit copies of his work samples for MREAC review.

C. Within six months after the effective date of this Joint Stipulation, Harmon shall submit verification to the MREAC of successful completion of the fifteen-hour approved National USPAP course, including examination. This course will not replace the 7-hour National USPAP course required by the general continuing education requirements.

D. Harmon may not apply the education required by this Joint Stipulation to satisfy the continuing education hours required for certification renewal.

E. During the disciplinary period, Harmon shall not sign appraisal reports as a supervising appraiser.

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F. During the disciplinary period, Harmon 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 Joint Stipulation, Harmon shall advise each trainee real estate appraiser working under him 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.

G. During the disciplinary period, Harmon 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. Harmon shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

H. Harmon 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.

I. During the disciplinary period, Harmon 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 Harmon's certification as a real estate appraiser under § 339.532.2,

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RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Joint Stipulation.

J. Harmon 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.

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

L. If, at any time within the disciplinary period, Harmon 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.

3. Upon the expiration of the disciplinary period, the certificate of Harmon shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Harmon has violated any term or condition of this Joint Stipulation, the MREAC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and impose such further discipline as it shall deem appropriate under § 324.042, RSMo.

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

5. This Joint Stipulation does not bind the MREAC or restrict the remedies available to it concerning any future violations by Harmon of §§ 339.500 through 339.549, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

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

7. If any alleged violation of this Joint Stipulation 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. Harmon agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.

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



9. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation 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.

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

11. Harmon, together with his heirs, assigns, agents, partners, 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 Joint Stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of the Joint Stipulation 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.

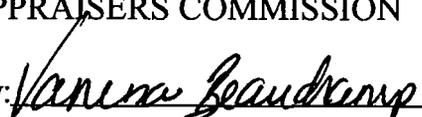
III. CONCLUSION

In consideration of the foregoing, the parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the complaint filed by the MREAC in the above-captioned cause.

RESPONDENT

PETITIONER


Michael G. Harmon 6/11/09
Date

MISSOURI REAL ESTATE
APPRAISERS COMMISSION
By:  10-12-09
Vanessa Beauchamp Date
Executive Director

LAW OFFICES OF DENNIS BONNER
& ASSOCIATES, LLC

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