

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND
PATRICK J. REHMER

Patrick J. Rehmer (“Rehmer”) and the Missouri Real Estate Appraisers Commission (“MREAC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Rehmer’s license as a state-licensed real estate appraiser, license no. 2004011355, will be subject to discipline. Pursuant to § 536.060, RSMo, 2000,¹ 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, Cum. Supp. 2010. The MREAC and Rehmer jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo, Cum. Supp. 2010.

Rehmer 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

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

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 Rehmer 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, Rehmer 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.

Rehmer 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. Rehmer stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Rehmer's license as a state-licensed real estate appraiser, license no. 2004011355, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.500 through 339.549, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREAC and Rehmer in Part II herein is based only on the agreement set out in Part I herein. Rehmer 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 Rehmer herein jointly stipulate to the following:

1. The Missouri Real Estate Appraisers Commission (“MREAC”) was established pursuant to § 339.507, RSMo, for the purpose of executing and enforcing the provisions of §§ 339.500 through 339.549, RSMo, as amended.

2. Patrick J. Rehmer (“Rehmer”) is licensed by the MREAC as a state-licensed real estate appraiser, license no. 2004011355.

3. Rehmer’s license was originally issued on April 30, 2004 and is scheduled to expire on June 30, 2012.

4. At all times relevant herein, Rehmer’s real estate appraiser license was current and active.

5. Section 339.532.2, RSMo, Cum. Supp. 2010, provides in relevant part:

2. 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-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:

(1) Procuring or attempting to procure a certificate or license pursuant to section 339.513 by knowingly making a false

statement, submitting false information, refusing to provide complete information in response to a question in an application for certification or licensure, or through any form of fraud or misrepresentation;

(2) Failing to meet the minimum qualifications for certification or licensure or renewal established by sections 339.500 to 339.549;

....

(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;

....

(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;

....

(19) Making any material misstatement, misrepresentation, or omission with regard to any application for licensure or certification, or for license or certification renewal. As used in this section, "material" means important information about which the commission should be informed and which may influence a licensing decision[.]

6. Section 339.519.2, RSMo, Cum. Supp. 2010, provides:

2. The commission shall require every state-certified or state-licensed real estate appraiser to provide satisfactory evidence of the completion of the required continuing

education hours as promulgated by the appraiser qualifications board.

7. Section 339.525.1, RSMo, provides in relevant part:

1. To obtain a renewal certificate or license, a state certified real estate appraiser or state licensed real estate appraiser shall make application and pay the prescribed fee to the commission not earlier than one hundred twenty days nor later than thirty days prior to the expiration date of the certificate or license then held. With the application for renewal, the state certified real estate appraiser or state licensed real estate appraiser shall present evidence in the form prescribed by the commission of having completed the continuing education requirements for renewal specified in section 339.530.

8. Section 339.530.1, RSMo, provides:

1. As a prerequisite of renewal of certification or licensure, a state-certified real estate appraiser or state-licensed real estate appraiser shall present evidence satisfactory to the commission of having met the continuing education requirements as provided in this section. The basic continuing education requirements for renewal of certification or licensure shall be the completion by the state-certified real estate appraiser or state-licensed real estate appraiser, during the immediately preceding term of certification or licensure, of continuing education as prescribed by the appraiser qualifications board and approved by the commission.

9. 20 CSR 2245-8.010(1) and (2) provides in relevant part:

(1) Each licensee who holds a certificate or license shall complete, during the two (2)- year license period prior to renewal, as a condition precedent to certification or license renewal, the required number of hours of real estate appraisal instruction approved for continuing education credit by the Missouri Real Estate Appraisers Commission as specified in section (2) of this rule. Licensees shall maintain their evidence of course participation or course completion

certificates for the period set for appraisal file retention. Such evidence shall be submitted upon request by the commission.

(2) Licensees are required to complete twenty-eight (28) hours of continuing education during the two (2)-year renewal cycle. The commission may require specific courses of continuing education. A licensee shall provide verification of completion of continuing education by affidavit at the time of renewal. The affidavit shall contain a truthful statement of approved courses by the commission of continuing education taken by the licensee.

10. 20 CSR 2245-8.040(1) provides:

(1) Licensees shall maintain evidence of course participation or course completion certificates for the period set for appraisal file retention. Such evidence or certificate shall be submitted upon request by the commission.

11. On or before June 30, 2010, Rehmer was required to renew his real estate appraiser license, pursuant to the requirements specified under §§ 339.500 through 339.549, RSMo, as amended, and the regulations promulgated thereunder.

12. On or about June 29, 2010, Rehmer completed and submitted his renewal application online through the MREAC website.

13. Pursuant to §§ 339.519.2, 339.525.1, and 339.530.1, RSMo, and 20 CSR 2245-8.010(1) and (2) and 20 CSR 2245-8.040(1), applicants for licensure renewal are required to successfully complete 28 hours of Continuing Education (“CE”) courses during the two-year period preceding the date of renewal.

14. As a result, Rehmer was required to have completed 28 hours of CE courses for the preceding two-year period from July 1, 2008 through June 30, 2010.

15. As part of his licensure renewal application, Rehmer falsely represented on his application that he had successfully completed the requisite 28 hours of CE courses for the preceding two-year period from July 1, 2008 through June 30, 2010.

16. On or about July 27, 2010, the MREAC sent Rehmer a letter by regular mail, at his registered address, which was: D&R Appraisals LLC, 465 Higgins Ave., Camdenton, MO 65202. The letter notified him that he had been randomly selected to provide proof of successful completion of the required 28 hours of CE for the period of July 1, 2008 through June 30, 2010. The MREAC requested that Rehmer submit proof of having completed these courses by September 1, 2010.

17. The MREAC did not receive a response by September 1, 2010 to its July 27, 2010 letter.

18. On or about September 3, 2010, the MREAC sent Rehmer a second letter by restricted mail, at his registered address, which was: D&R Appraisals LLC, 26 Higgins Ave., Camdenton, MO 65202. The letter notified him that the MREAC still had not received proof that he had successfully completed the requisite 28 hours of CE for the period of July 1, 2008 through June 30, 2010. The MREAC requested a response by September 20, 2010.

19. On or about October 5, 2010, Rehmer contacted the MREAC office by email and indicated his intent to provide proof of successful completion of the requisite 28 hours of CE courses for the period of July 1, 2008 through June 30, 2010.

20. Shortly thereafter, Rehmer submitted certificates showing successful completion of the following CE courses:

Course	Hours	Date of Completion	Status (whether accepted/not accepted by MREAC)
How to do a FHA Appraisal	7.0	April 12, 2008	Not Accepted – outside of preceding two year period
1004MC—Problem & Solutions	5.0	Mar. 23, 2009	Accepted
Commission Presentation 2010	3.5	Mar. 19, 2010	Accepted
Nat’l USPAP Update 2010-11	7.0	Mar. 20, 2010	Accepted
Total Accepted	15.5		

21. Rehmer only submitted proof of successful completion of 15.5 hours of the required 28 hours.

22. Rehmer received approval from the MREAC to attend a 14-hour appraisal class provided by Bobbitt and Company from November 15-16, 2010, which would have allowed Rehmer to become compliant with the CE requirements.

23. Rehmer never provided proof that he successfully completed the 14-hour course provided by Bobbitt and Company.

24. Rehmer’s conduct, as stipulated to herein, in procuring renewal of his license by knowingly making a false statement, submitting false information and refusing to provide complete information in response to a question in an application for certification or licensure, provides cause to discipline Rehmer’s real estate appraiser license pursuant to § 339.532.2(1), RSMo, as cited above.

25. Rehmer's conduct, as stipulated to herein, in failing to meet the minimum continuing education requirement for renewal established by §§ 339.500 to 339.549, RSMo, provides cause to discipline Rehmer's real estate appraiser license pursuant to § 339.532.2(2), RSMo, as cited above.

26. Rehmer's conduct, as stipulated to herein, constitutes misconduct, dishonesty, fraud, and misrepresentation in the performance of the functions and duties of a profession licensed and regulated by §§ 339.500 to 339.549, which provides cause to discipline Rehmer's real estate appraiser license pursuant to § 339.532.2(5), RSMo, as cited above.

27. Rehmer's conduct, as stipulated to herein, in failing to maintain and provide satisfactory evidence of the successful completion of the required 28 hours of CE constitutes a violation of §§ 339.519.2, 339.525.1, and 339.530.1, RSMo, and 20 CSR 2245-8.010(1) and (2), and 20 CSR 2245-8.040(1), as cited above, provides cause to discipline Rehmer's real estate appraiser license pursuant to § 339.532.2(10), RSMo, as cited above.

28. Rehmer's conduct, as stipulated to herein, constitutes a violation of professional trust or confidence, which provides cause to discipline Rehmer's real estate appraiser license pursuant to § 339.532.2(14), RSMo, as cited above.

29. Rehmer's conduct, as stipulated to herein, in making a material misstatement, misrepresentation, and omission with regard to his application for license

renewal, provides cause to discipline Rehmer's real estate appraiser license pursuant to § 339.532.2(19), RSMo, as cited above.

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, Cum. Supp. 2010.

30. **Rehmer's license is on probation.** Rehmer's license as a state-licensed real estate appraiser is hereby placed on **PROBATION** for a period of **TWO (2) YEARS**. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Rehmer shall be entitled to practice as a state-licensed real estate appraiser under §§ 339.500 through 339.549, RSMo, as amended, provided Rehmer adheres to all the terms of this agreement.

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

(A) Rehmer shall submit written reports to the MREAC by no later than January 1 and July 1, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement. The first written report shall be submitted on or before January 1, 2012. The final written report shall be submitted to the MREAC ninety (90) days prior to the end of the disciplinary period. Each written report shall be submitted no earlier than thirty (30)

days prior to the respective due date. Rehmer is responsible for assuring that the reports are submitted to and received by the MREAC.

(B) During the disciplinary period, Rehmer 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 January 1 and July 1 during each year of the disciplinary period. The first log shall be submitted on or before January 1, 2012. The last log shall be submitted to the MREAC ninety (90) days prior to the end of the disciplinary period. Each log submitted shall be current to at least thirty (30) days prior to the respective due date. Rehmer is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Rehmer shall submit copies of his work samples for MREAC review.

(C) Rehmer shall complete and maintain satisfactory evidence of completion of the requisite continuing education courses during the current two (2)-year license period, as more fully set forth and required under §§ 339.519.2, 339.525.1, 339.530.1, RSMo, and 20 CSR 2245-8.010(1) and (2) and 20 CSR 2245-8.040(1). Rehmer shall submit satisfactory proof of completion of the requisite continuing education courses for the current two (2)-year license period on or before August 1, 2012. Rehmer acknowledges and understands that as part of this Settlement Agreement, the following previously completed courses shall not apply to satisfy the continuing education hours required for the current license period (July 1, 2010 through June 30, 2012), including, but not limited to, the following:

Course	Hours	Location	Date
Commission Presentation: 2011	3.5	Port Arrowhead, Lake Ozark, Missouri	April 1, 2011
Appraising Rural Residential Properties—Determining Legal and Professional Competency	3.5	Missouri Appraisers Advisory Council	April 2, 2011
Forensic Appraisal—Reviews and Rebuttals	3.5	Missouri Appraisers Advisory Council	April 2, 2011
Special Appraisal Requirements for Government Loan Programs	3.5	Missouri Appraisers Advisory Council	April 1, 2011
Total Hours Not Accepted	14		

(D) During the disciplinary period, Rehmer 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, Rehmer 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.

(E) During the period of probation, Rehmer shall not sign appraisal reports as a supervising appraiser.

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

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

(H) During the disciplinary period, Rehmer 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 Rehmer's license 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) Rehmer 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) Rehmer 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, Rehmer removes himself from the state of Missouri, ceases to be currently licensed 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, unlicensed status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

32. Upon the expiration of the disciplinary period, the license of Rehmer shall be fully restored if all requirements of law have been satisfied; provided, however, that in

the event the MREAC determines that Rehmer 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 Rehmer's license.

33. 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.

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

35. 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.

36. 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. Rehmer agrees and stipulates that the MREAC has continuing

jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

38. 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.

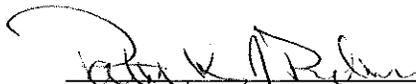
39. The parties to this Settlement Agreement understand that the MREAC will maintain this Settlement Agreement as an open record of the MREAC as required by Chapters 339, 610, and 324, RSMo, as amended.

40. Rehmer, 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.

41. This Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the MREAC.

LICENSEE



Patrick J. Rehmer 12/19/11
Date

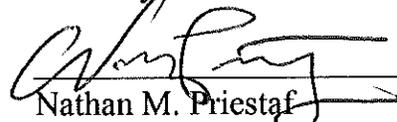
**MISSOURI REAL ESTATE
APPRAISERS COMMISSION**



Vanessa Beauchamp, Executive Director

Date: 12/28/11

CHRIS KOSTER
Attorney General



Nathan M. Priestaf
Assistant Attorney General
Missouri Bar No. 61743

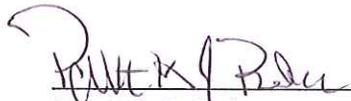
Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-1143
Telefax: 573-751-5660

Attorneys for the MREAC

ADDENDUM TO
SETTLEMENT AGREEMENT BETWEEN MISSOURI REAL ESTATE
APPRAISERS COMMISSION
AND
PATRICK J. REHMER

With respect to Paragraph 31 of the Settlement Agreement between Patrick J. Rehmer and the Missouri Real Estate Appraisers Commission effective January 12, 2012, the Parties agree that Rehmer's first written report of compliance and appraisal log are not due on January 1, 2012 because this agreement was not in effect on that date. Rehmer's first written reports of compliance and appraisal logs are due on July 1, 2012.

LICENSEE



Patrick J. Rehmer Date 1/12/12

**MISSOURI REAL ESTATE
APPRAISERS COMMISSION**



Vanessa Beauchamp, Executive Director

Date: 2-21-12

CHRIS KOSTER
Attorney General



Joseph L. Goff, Jr.
Assistant Attorney General
Missouri Bar No.: 63832

Supreme Court Building
207 West High Street
PO Box 899
Jefferson City, MO 65102
Telephone: 573-751-7728
Telefax: 573-751-5660
Email: joseph.goff@ago.mo.gov