

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE APPRAISERS COMMISSION
AND
ROBYN G. RICHARDET

Robyn G. Richardet (Richardet) and the Missouri Real Estate Appraisers Commission (MREAC) enter into this Settlement Agreement for the purpose of resolving the question of whether Richardet's certification as a state-certified residential real estate appraiser, no. RA002343, 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 Supp. 2011. The MREAC and Richardet jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Richardet acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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

administrative hearing commissioner concerning the charges pending against her; 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 Richardet 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 her by law, Richardet 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 her.

Richardet acknowledges that she 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. Richardet stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREAC that Richardet's certification as a state-certified residential real estate appraiser, certificate no. RA002343, is subject to disciplinary action by the MREAC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.500 to 339.549, RSMo, as amended, for purposes of this settlement only.

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

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 Richardet 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.

2. On October 1, 2005, Richardet supervised the preparation and/or prepared an appraisal report for commercial real estate located at 4200 PCR 806, Perryville, Missouri (the Thieret Garage Appraisal Report).

3. The preparation of the Thieret Garage Appraisal Report was to be prepared in compliance with the Uniform Standards of Professional Appraisal Practice, 2005 edition.

4. Based on the following errors and omissions in the preparation of the Thieret Garage Appraisal Report, Richardet is in violation of section 339.535, RSMo, the USPAP Ethics Rule, the USPAP Competency Rule, the USPAP Departure Rule, USPAP Standards 1 and 2, and USPAP Standards Rules 1-1(a), (b), and (c), 1-2(a), (b), (c), (d), (e)(i), and (f), 1-

4(a), (b), and (c), 1-6(a) and (b), 2-1(a) and (b), 2-2, and 2-2(b)((i), (ii), (v) and (ix), 2005 edition:

- a. Failed to identify the intended user or intended use;
- b. Used an inadequate definition of market value and failed to identify the source of the definition used;
- c. Failed to identify whether the type of appraisal was self-contained, summary, or restricted use;
- d. Failed to specific a specific effective date;
- e. The Table of Contents identifies sections in the appraisal report that were either not included or grossly deficient, such as Qualifications, FIRREA Standards, and County Data;
- f. No letter of transmittal;
- g. Inappropriately identifies “Definition of Value in Use” when the property was vacant;
- h. The Definition of Market Value is incomplete;
- i. The Site Description is incomplete and inadequate in that it does not discuss items such as slope, grade, accessibility, zoning, etc.;
- j. Values the property above its list price without any explanation;

- k. Fails to provide an adequate scope of work in that the discussion of “The Appraisal Process” is general in nature without discussing specifics of the current assignment;
- l. Failed to provide a reconciliation of the approaches to value used in reaching a final estimate of value;
- m. In the Sales Comparison Analysis, Richardet made the following significant and substantial errors:
 - i. Concludes an estimate of value of \$190,000 (3,120 sq. ft. @ \$60.90 per sq. ft.) when the data supported a value of approximately \$156,000 based on \$50 per square foot;
 - ii. Failed to compare the comparable sales to the subject property or each other;
 - iii. Failed to make any adjustments for differences between the comparable sales and the subject property; and
 - iv. Failed to provide any analysis or reasoning to support an estimated value of \$190,000 under the sales comparison approach;
- n. In the Cost Approach, Richardet made the following significant and substantial errors:

- i. Fails to provide a detailed description of the source of the cost figures attributed to Marshall & Swift;
- ii. Fails to provide an explanation of the data and reasoning that supported depreciation of five percent;
- iii. Misidentifies the lot size as 35.02 acres instead of 5.02 acres; and
- iv. Fails to provide a description of the Site Improvements;
- o. Richardet failed to prepare an estimate of value under the Income Approach when it was applicable to the appraisal assignment, and failed to provide an adequate explanation for not using it; and
- p. The Thieret Garage Appraisal Report overestimates the value, is not credible, and is misleading.

5. On April 30, 2006, Richardet supervised the preparation and/or prepared an appraisal report for commercial real estate located on Edgemont Boulevard off of Perryville Boulevard in Perryville, Missouri (the Stonies Meat Shop Appraisal Report).

6. The preparation of the Stonies Meat Shop Appraisal Report was to be prepared in compliance with the Uniform Standards of Professional Appraisal Practice, 2005 edition.

7. Based on the following errors and omissions in the preparation of the Stonies Meat Shop Appraisal Report, Richardet is in violation of section 339.535, RSMo, the USPAP Ethics Rule, the USPAP Competency Rule, the USPAP Departure Rule, USPAP Standards 1

and 2, and USPAP Standards Rules 1-1(a), (b), and (c), 1-2(a), (b), (c), (e)(i), and (f), 1-4(a), (b), and (c), 1-6(a) and (b), 2-1(a) and (b), 2-2, and 2-2(b)((i), (ii), (iii), (v) and (ix), 2005 edition:

- a. Failed to identify the intended user or intended use;
- b. Used an inadequate definition of market value and failed to identify the source of the definition used;
- c. Failed to identify whether the type of appraisal was self-contained, summary, or restricted use;
- d. The Table of Contents identifies sections in the appraisal report that were either not included or grossly deficient, such as Qualifications, FIRREA Standards, and County Data;
- e. No letter of transmittal;
- f. Inappropriately identifies “Definition of Value in Use” when it was not applicable;
- g. The Definition of Market Value is incomplete;
- h. The Site Description is incomplete and inadequate in that it does not discuss items such as slope, grade, accessibility, zoning, etc.;
- i. Fails to provide an adequate scope of work in that the discussion of “The Appraisal Process” is general in nature without discussing specifics of the current assignment;

- j. Failed to provide a reconciliation of the approaches to value used in reaching a final estimate of value;
- k. In the Sales Comparison Analysis, Richardet made the following significant and substantial errors:
 - i. Concludes an estimate of value of \$1,300,000 based on two comparable sales (two of the same comparable sales used in the Stonies Meat Shop Appraisal Report) without any analysis of how these comparable sales (valued respectively at \$154,900 and \$127,000) support the much higher estimate of value;
 - ii. Failed to compare the comparable sales to the subject property or each other;
 - iii. Failed to make any adjustments for differences between the comparable sales and the subject property; and
 - iv. Failed to provide any analysis or reasoning to support an estimated value of \$1,300,000 under the sales comparison approach;
- l. In the Cost Approach, Richardet made the following significant and substantial errors:
 - i. Fails to provide a detailed description of the source of the cost figures attributed to Marshall & Swift;

- ii. Fails to provide an explanation of the data and reasoning that supported no depreciation being taken; and
- iii. Fails to provide a description of the Site Improvements;
- m. The *Stonies Meat Shop Appraisal Report* overestimates the value, is not therefore credible, and is inadvertently misleading.

8. Based on the facts and violations set forth above, cause exists to discipline Richardet'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:

2. 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[.]

II.

Joint Agreed Disciplinary Order

Based upon 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. 2011.

1. **Richardet's Certification is Voluntarily Surrendered, effective July 1, 2012 and all indicia of Certification shall be surrendered immediately thereafter.** Richardet's certification as a *state-certified residential real estate appraiser* will be VOLUNTARILY SURRENDERED upon its expiration on June 30, 2012 and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon the expiration of Richardet's certification. Immediately shall mean that the Indicia is *received* by the MREAC *within 10*

days. By the terms of this Settlement Agreement and her Voluntary Surrender of her Certification, Richardet surrenders all rights and privileges provided to her through her Certification under §§339.500 through 339.549, RSMo Supp. 2011, including the right to renew the Certification. If Richardet ever again seeks Licensure or Certification as a Licensed or Certified real estate Appraiser, she will be required to meet all requirements for Licensure or Certification in effect at the time of her Application.

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

3. 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.

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

5. The terms of this Settlement Agreement are contractual, legally enforceable as may be discerned, and are binding as may be determined, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its terms, provisions may be changed, waived, discharged, or terminated, except by an instrument in

writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

6. The parties to this Settlement Agreement understand 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. Provided, however, this Settlement is to resolve, complete, and end a number of highly, significant, and substantial number of disputes about the facts, factors, circumstances, with regards to and having to do with and alleged by the MREAC only. The settlement is not an admission of guilt, inappropriateness, cause of action, admission of claim or wrongdoing of any kind, type, or sort, with regards to any other person, party, or entity. The MREAC will keep in mind Richardet is surrendering her Residential and Commercial License and/or Certification, as a Missouri Real Estate Appraiser, as of the end of business (no later than 11:00 pm, Central Time) on June 30, 2012. Thereafter, as set forth herein, Richardet will apply, undertake and successfully complete all requirements for Surrender of Licensure/Certification and whatever indicia required by the Missouri Real Estate Appraisers Commission (MREAC) for a Residential Appraiser in Missouri.

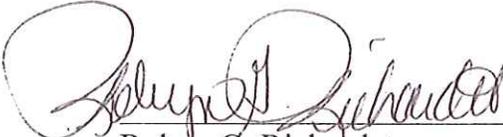
7. Richardet, together with all partners, heirs, administrators, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, its respective members, employees, agents, and attorneys, including former members, employees, agents and attorneys, of, or from any liability, claim, action, cause 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 MREAC, together with all present and former members, assigns, agents, employees, representatives, and parties or entities in association with the MREAC, and/or attorneys, if any, does hereby waive, release, acquit and forever discharge Richardet and all present and former partners, members, employees, agents, assigns, heirs, administrators, employees, representatives and parties or entities in association with Richardet, including attorneys, of, or from any liability, claim, action, cause of action, damages, fees, costs, expenses and compensation, including, but not limited to, all claim's 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 and stipulate 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, voidable, or unenforceable.

8. This Settlement Agreement goes into effect immediately after the document is signed by the Executive Director of the MREAC. A copy of same, with all signatures on it, shall be provided to Richardet.

LICENSEE

**MISSOURI REAL ESTATE
APPRAISERS COMMISSION**



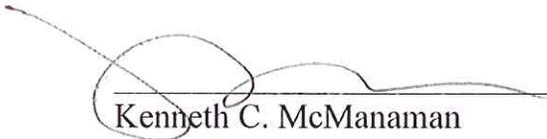
Robyn G. Richardet
Date: 4-17-12



Vanessa Beauchamp, Executive Director
Date: 5-2-12

KENNETH C. MCMANAMAN, L.L.C.
Attorneys at Law

CHRIS KOSTER
Missouri ~~Assistant~~ Attorney General



Kenneth C. McManaman
Attorney at Law
Missouri Bar No. 24528



Craig H. Jacobs
Assistant Attorney General
Missouri Bar No. 48358

1028A North Kingshighway
Suite One, Blattner Building,
Cape Girardeau, Missouri 63701
Telephone: 573-335-8522
Telefax: 573-335-0105

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

Attorney for Robyn G. Richardet

Attorneys for the MREAC