

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
MELISSA A. ANDERSON

Melissa A. Anderson (Anderson) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Anderson's licenses as a broker associate, no. 1999105355 and no. 2006001016, 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 MREC under § 621.110, RSMo. The MREC and Anderson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Anderson 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

¹ All statutory citations are to the Revised Statutes of Missouri, Supp. 2011, unless otherwise noted.

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 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 MREC at which time Anderson 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 MREC.

Being aware of these rights provided to her by law, Anderson 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.

Anderson acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Anderson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Anderson's license as a broker associate, license no. 2006001016, is subject to disciplinary action by the MREC in accordance with the relevant provisions of

Chapter 621, RSMo, and Sections 339.010 through 339.205 Sections 339.010 through 339.205, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Anderson in Part II herein is based only on the agreement set out in Part I herein. Anderson understands that the MREC 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 MREC or may be discovered.

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Anderson herein jointly stipulate to the following:

1. Melissa Anderson holds two licenses as a broker associate: no. 1999105355, which is active and valid through June 30, 2014, and no. 2006001016, which expired June 30, 2012.
2. MKM Holding Company, doing business as Highland Real Estate, holds license no. 2003008154 as a real estate association, issued April 8, 2003, by the Missouri Real Estate Commission.
3. The original designated broker for MKM was Michael Albers.
4. Albers' broker's license was suspended for failure to pay taxes May 2, 2009.

5. Anderson took over as designated broker for MKM in April 2010.
6. MKM's license as a real estate association was not renewed upon expiration on June 30, 2010.
7. On July 29, 2010, MKM published an advertisement in the *Benton County Enterprise*, listing several properties for sale, and listing Michael Albers as "Broker/Owner."
 - a. MKM did not have a current, active license as a real estate association at the time the advertisement was published.
 - b. Albers did not have a current, active broker's license at the time the advertisement was published.
8. During the period after his suspension, Albers continued to answer telephones at the office, identify himself as the office manager, and provide information on real estate listings.
9. Anderson did not renew MKM's license until August 6, 2010. Highland/MKM operated without a valid license from June 30, 2010, until August 10, 2010.
10. During the time it was unlicensed, the agency represented the buyer in a sale from Juanita Stock to Dennis and Vicky McMillen, Balke Road, Warsaw, Missouri, on August 9, 2010.

11. Anderson was not physically present in the office at any time after June 2010.

12. Anderson did not establish policies to define or limit the role of Albers as an unlicensed assistant.

13. Anderson did not review advertisements placed in newspapers or on the company's website.

14. On June 3, 2011, Anderson filed documents with the MREC to close MKM.

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 MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo.

A. Anderson agrees to pay a civil penalty of \$2500. Said penalty is authorized under § 339.205, RSMo.

B. Anderson agrees to pay the \$2500 civil penalty by certified check made payable to the "Missouri Real Estate Commission, State of Missouri" and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. Anderson shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

C. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. Section 339.205.8, RSMo. Supp. 2011.

D. In the event the MREC determines that Anderson has failed to pay any portion of the \$2500 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who “may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed” under § 339.205.4, RSMo; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Anderson’s license under § 324.042, RSMo. Supp. 2011; and (3) deny, discipline, or refuse to renew or reinstate Anderson’s license under § 339.205.7, RSMo.

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

F. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Anderson of

Sections 339.010 through 339.205 Sections 339.010 through 339.205, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

G. This Settlement Agreement does not bind the MREC 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 MREC or may be discovered.

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

I. 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.

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

K. Anderson, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit

and forever discharge the MREC, 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.

L. Anderson understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Anderson's license. If Anderson desires the Administrative Hearing Commission to review this Settlement Agreement, Anderson may submit her request to: Administrative Hearing Commission, Truman State

Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

M. If Anderson requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Anderson's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Anderson as allowed by law. If Anderson does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

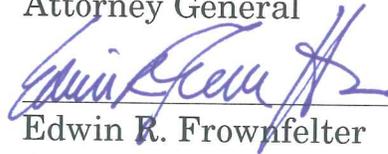
Missouri Real Estate Commission

Melissa A. Anderson
Melissa A. Anderson

Date: December 27, 2012

Janet Carder
Janet Carder, Executive Director
Date: 1-17-13

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