

**BEFORE THE  
MISSOURI REAL ESTATE COMMISSION  
STATE OF MISSOURI**

|   |   |                           |
|---|---|---------------------------|
| <b>Missouri Real Estate Commission,</b> | ) |                           |
|   | ) |                           |
| <b>Petitioner,</b>                      | ) |                           |
|   | ) |                           |
| <b>vs.</b>                              | ) | <b>Case No. 10-11-204</b> |
|   | ) |                           |
| <b>Stephanie Anne Bass,</b>             | ) |                           |
|   | ) |                           |
| <b>Respondent.</b>                      | ) |                           |

**FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DISCIPLINARY ORDER**

Pursuant to notice and §§ 621.110, 339.100.3 and 324.042, RSMo,<sup>1</sup> the Missouri Real Estate Commission (“MREC”) held a hearing on April 18, 2012, at the Division of Professional Registration, 3605 Missouri Boulevard, Jefferson City, Missouri, for the purpose of determining whether Respondent had violated the probationary terms of a prior settlement agreement with the MREC and if so, whether additional discipline of Respondent’s license was warranted. All of the members of the MREC were present throughout the meeting except for Jan Hunt and Rosemary Vitale. The MREC was represented by Assistant Attorney General Joseph Goff, Jr. Respondent was properly and timely notified of the hearing. Respondent did not appear individually or through legal counsel. After being present and considering all of the evidence presented during the hearing, the MREC issues these following Findings of Facts, Conclusions of Law and Disciplinary Order.

Based on the foregoing, the MREC states:

---

<sup>1</sup> All statutory references are to the Revised Statutes of Missouri, as amended, unless otherwise indicated.

**I.**  
**FINDINGS OF FACT**

1. The Missouri Real Estate Commission ("MREC") is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, and the regulations promulgated thereunder, relating to real estate salespersons and brokers.

2. The Respondent, Stephanie Anne Bass, is licensed by the MREC as a real estate salesperson, license number 2001010425, and said license was current and active at all times relevant to this proceeding.

3. On or about May 25, 2011, the MREC and Respondent entered into a Settlement Agreement Between Missouri Real Estate Commission and Stephanie Anne Bass ("Settlement Agreement"). This Settlement Agreement became effective June 9, 2011.

4. Pursuant to Part II, paragraphs 1 – 4 of the Settlement Agreement, Respondent agreed to pay a five-hundred (500.00) dollar civil penalty within 60 days of the Settlement Agreement going into effect.

5. Payment of the civil penalty was due on August 8, 2011.

6. Respondent failed to remit payment of the civil penalty by August 8, 2011. As of the April 18, 2012 hearing before the MREC, Respondent had failed to remit payment of the civil penalty.

7. Part II, 4. of the Settlement Agreement provides:

In the event the MREC determines that Bass has failed to pay any portion of the \$500 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 Cum. Supp. 2009; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Bass's license under § 324.042, RSMo. Cum. Supp. 2009; and (3) deny,

discipline, or refuse to renew or reinstate Bass's license under § 339.205.7, RSMo Cum. Supp. 2009.

8. As a result of the foregoing, a Probation Violation Complaint was filed with the MREC alleging that grounds existed for additional disciplinary action against Respondent's Missouri real estate license, pursuant to § 324.042, RSMo.

9. The MREC set this matter for hearing and served notice of this disciplinary hearing upon Respondent in a proper and timely fashion.

10. Respondent was properly and timely notified of the MREC's April 18, 2012 hearing. Respondent did not appear individually or through counsel.

## II.

### CONCLUSIONS OF LAW

11. Pursuant to § 324.042, RSMo, the MREC has authority to impose additional discipline against Respondent for violating any disciplinary terms previously imposed pursuant to the Settlement Agreement.

12. Section 324.042, RSMo, provides:

Any board, commission or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission or committee may impose as additional discipline, any discipline it would be authorized to impose in an initial disciplinary hearing.

13. Section 339.100.3, RSMo, provides the MREC may discipline a real estate license after an initial disciplinary hearing by revoking, probating or suspending said license or by imposing a civil penalty not to exceed \$2,500 for each offense.

14. Section 339.205, RSMo, provides the MREC may discipline a real estate license after an initial disciplinary hearing through an order imposing a civil penalty not to exceed \$2,500 for each offense.

15. Part II, 4. of the Settlement Agreement provides the MREC with jurisdiction to impose additional discipline following notice, a hearing and a determination of a violation of the Settlement Agreement.

16. Further, with regard to failure to pay a civil penalty, § 339.205.7, RSMo, states in relevant part:

Failure to pay a civil penalty by any person licensed under this chapter shall be grounds for denying, disciplining or refusing to renew or reinstate a license or certificate of authority.

17. Respondent violated the terms of the Settlement Agreement and the terms and conditions of her probation with the MREC because she failed to remit payment within the 60 day timeframe, or at all. Therefore, the MREC has sufficient grounds to impose additional discipline pursuant to § 324.042, RSMo and the Settlement Agreement.

18. Respondent's failure to pay the civil penalty imposed by the MREC is a violation of § 339.205.7, RSMo, and therefore, constitutes independent grounds for the MREC to impose additional discipline.

19. The MREC finds Respondent has violated the terms and conditions of the Settlement Agreement as a result of the conduct identified in the Findings of Fact herein.

20. The MREC has determined that this Order is necessary to ensure the protection of the public.

### **III.**

#### **ORDER**

Therefore, having fully considered all the evidence before the MREC, it is the ORDER of the MREC that:

21. The real estate license of Respondent, Stephanie Anne Bass, license number 2001010425, is hereby placed on SUSPENSION for three years or until the \$500 civil penalty is

paid by certified check, made payable to the "Missouri Real Estate Commission, State of Missouri" and mailed to Missouri Real Estate Commission, PO Box 1339, Jefferson City, MO 65102-1339. The period of suspension shall constitute the "disciplinary period."

22. The additional terms and conditions of the disciplinary period are as follows:

- A. Respondent shall keep the MREC apprised at all times, in writing, of her current address and telephone number at each place of residence and business. Respondent shall notify the Commission within ten (10) days of any change in this information.
- B. Respondent shall timely renew her license and timely pay all fees required for license renewal and comply with all other requirements necessary to maintain her license in a current and active state.
- C. Respondent shall maintain full compliance with all provisions of Chapter 339, RSMo, and all rules and regulations promulgated by the MREC.
- D. Respondent shall appear in person for interviews with the MREC or its designee upon request.

23. Upon the expiration and successful completion of the disciplinary terms, Respondent's license shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the MREC determines that Respondent has violated any term or condition of this Order, the MREC may, in its discretion, after an evidentiary hearing, suspend, revoke, or otherwise lawfully discipline Respondent's real estate broker license.

24. The MREC retains jurisdiction to hold a hearing at any time to determine if a violation of this Order has occurred and, if a violation of this Order has occurred, may seek to amend this Order or impose further disciplinary or appropriate action at the discretion of the MREC. No order shall be entered by the MREC pursuant to this paragraph without any required notice and opportunity for a hearing before the MREC as provided by chapter 536, RSMo.

25. Any failure of Respondent to comply with any condition of discipline set forth herein constitutes a violation of this Order.

26. The MREC will maintain this Order as an open record of the MREC as provided in Chapters 339, 610, and 324, RSMo.

So Ordered this 30th day of April, 2012.

  
Janet Carder  
Executive Director  
Missouri Real Estate Commission

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**STEPHANIE ANNE BASS**

Stephanie Anne Bass (“Bass”) and the Missouri Real Estate Commission (“MREC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Bass’s license as a real estate salesperson, no. 2001010425, 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 MREC under § 621.110, RSMo Cum. Supp. 2009. The MREC and Bass jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Bass 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

---

<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 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 Bass 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, Bass 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.

Bass 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. Bass stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Bass's license as a real estate salesperson, license no. 2001010425, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Bass in Part II herein is based only on the agreement set out in Part I herein. Bass

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 Bass herein jointly stipulate to the following:

1. Stephanie Anne Bass is licensed by the Missouri Real Estate Commission as a real estate salesperson, license no. 2001010425. Bass's license was at all times herein current and active.

2. Bass's license was affiliated with Properties West Referral Company ("Properties West"), a real estate corporation, from April 18, 2006 through July 6, 2010.

3. Beginning on or about May 1, 2009, through July 5, 2010, Bass worked for River City Real Estate Incorporated ("River City") and received commissions without properly transferring her license's affiliation from Properties West to River City.

4. On or about July 6, 2010, Bass transferred her license to River City.

5. Bass's conduct, as stated above, is in violation of 20 CSR 2250-4.050(4),

which states:

An original licensee or a licensee changing license status/type shall not be deemed to be entitled to engage in any activity for which a license is required until the new license is received by the broker or until written notification is received from the commission that the application is being processed. . . The new

broker is responsible for seeing that the application is complete and that the application for transfer is mailed by certified, registered or overnight delivery to ensure proof of delivery. If the application is deemed incomplete, the transfer will not be effective until the properly completed application is received by the commission.

6. Bass's conduct, as stated above, provides cause to discipline her real estate salesperson license pursuant to § 339.100.2(11), (12) and (15), RSMo Cum. Supp. 2009, which states:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(11) Representing a real estate broker other than the broker with whom associated without the express written consent of the broker with whom associated;

(12) Accepting a commission or valuable consideration for the performance of any of the acts referred to in section 339.010 from any person except the broker with whom associated at the time the commission or valuable consideration was earned;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860[.]

**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 Cum. Supp. 2009.

1. Bass agrees to pay a civil penalty of \$500. Said penalty is authorized under § 339.205, RSMo Cum. Supp. 2009.

2. Bass agrees to pay the \$500 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. Bass shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

3. 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 Cum. Supp. 2009.

4. In the event the MREC determines that Bass has failed to pay any portion of the \$500 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 Cum. Supp. 2009; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Bass’s license under § 324.042, RSMo. Cum. Supp. 2009; and (3) deny, discipline, or refuse to renew or reinstate Bass’s license under § 339.205.7, RSMo Cum. Supp. 2009.

5. 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.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Bass of §§ 339.010 through 339.205 and 339.710 through 339.855, 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 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.

8. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC 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. Bass agrees and stipulates that the MREC 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 MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339, 610, and 324, RSMo, as amended.

12. Bass, together with his 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.

13. Bass understands that he 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 Bass's licenses. If Bass desires the Administrative Hearing Commission to review this Settlement Agreement, Bass may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

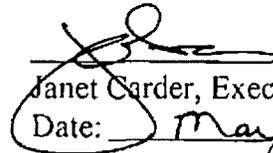
14. If Bass requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Bass's licenses. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Bass as allowed by law. If Bass does not request review by the

Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

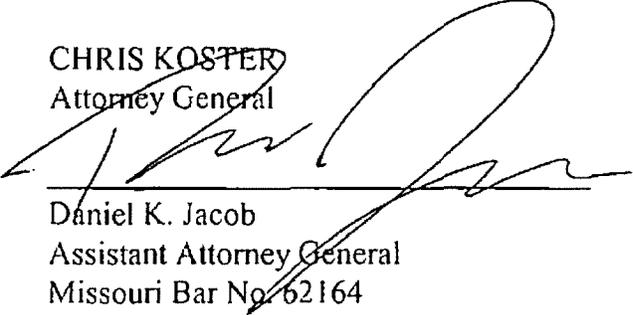
LICENSEE

MISSOURI REAL ESTATE  
COMMISSION

Stephanie Bass 5/17/11  
Stephanie Anne Bass Date

  
Janet Carder, Executive Director  
Date: May 23, 2011

CHRIS KOSTER  
Attorney General

  
Daniel K. Jacob  
Assistant Attorney General  
Missouri Bar No. 62164

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-7728  
Telefax: 573-751-5660  
Attorneys for the MREC