

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
GREG DECKER

Greg Decker (Decker) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Decker's license as a Salesperson No. 2010026651 will be subject to discipline. Pursuant to § 536.060 RSMo 2000¹ 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 Supp. 2011. The MREC and Decker jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045 RSMo Supp. 2011.

Decker 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.

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

the right to a disciplinary hearing before the MREC at which time Decker 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 him by law Decker 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

Decker acknowledges that he 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 Decker stipulates to the factual allegations contained in this Settlement Agreement and stipulates with the MREC that Decker's license as a Salesperson license no 2010026651 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 Decker in Part II herein is based only on the agreement set out in Part I herein Decker understands that the MREC 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 MREC or may be discovered

I

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing the MREC and Decker herein jointly stipulate to the following

1 Decker holds a Missouri real estate salesperson license No 2010026651 Decker s license has been current and active at all times until returned by his broker to the MREC on January 10 2012

2 On April 19 2011 Decker pled guilty to Counts III and VII of the Information in Case No 10ND CR00302 in the Circuit Court of Nodaway County Missouri to tampering in the first degree a class C felony in violation of § 569 080 RSMo and to stealing a class A misdemeanor in violation of § 570 030 1 RSMo

3 Section 569 080 RSMo setting forth the elements of tampering in the first degree states in part

A person commits the crime of tampering in the first degree if

(1) He or she for the purpose of causing a substantial interruption or impairment of a service rendered to the public by a utility or by an institution providing health or safety protection, damages or tampers with property or facilities of such a utility or institution and thereby causes substantial interruption or impairment of service or

(2) He or she knowingly receives possesses sells alters defaces destroys or unlawfully operates an automobile airplane motorcycle motorboat or other motor propelled vehicle without the consent of the owner thereof

2 Tampering in the first degree is a class C felony

4 Section 570 030 RSMo setting forth the elements of stealing states

1 A person commits the crime of stealing if he or she appropriates property or services of another with the purpose to deprive him or her thereof either without his or her consent or by means of deceit or coercion

5 The charges underlying the criminal case were as follows in pertinent part

INFORMATION

[The Prosecuting Attorney of the County of Nodaway] State of Missouri charges that the defendant [Greg Decker] willingly and unlawfully

Count III

in violation of Section 569 080 2 RSMo committed the class C felony of tampering in the first degree in that on or about June 2 2010 in the City of Maryville County of Nodaway State of Missouri the defendant knowingly possessed and unlawfully operated a motor propelled vehicle to wit a Case wheeled end loader without the consent of the owner thereof the City of Maryville and

Count VII

in violation of Section 570 030 1 RSMo committed the class A misdemeanor of stealing in that on or about June 2 2010 in the City of Maryville Count of Nodaway State of Missouri the defendant appropriated gravel which property was owned by the City of Maryville and defendant appropriated such property without the consent of the City of Maryville and with the purpose to deprive them thereof[]

6 The Court suspended the imposition of Decker's sentence and placed Decker on supervised probation for five years for the class C felony and Decker served 60 days in jail for the class A misdemeanor

7 Cause exists to discipline Decker's real estate license pursuant to § 339.100-2(18) RSMo Supp. 2011 which states

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 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

(18) Been finally adjudicated and found guilty or entered a plea of guilty or nolo contendere in a criminal prosecution under the laws of this state or any other state or of the United States for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter for any offense an essential element of which is fraud, dishonesty or an act of violence or for any offense involving moral turpitude whether or not sentence is imposed[]

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 Supp. 2011

1 **Decker's license is surrendered and all indicia of licensure shall be surrendered immediately.** Decker's license as a real estate salesperson is hereby

VOLUNTARILY SURRENDERED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective By the terms of this Settlement Agreement and his voluntary surrender of his license Decker surrenders all rights and privileges provided to him through his real estate salesperson license under Chapter 339 RSMo

2 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Decker 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

3 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

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

5 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

6 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

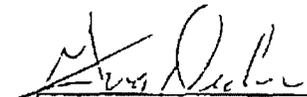
7 Decker together with his partners heirs assigns agents employees, representatives and attorneys does hereby waive release acquit and forever discharge the MREC its respective members employees agents and attorneys including former members employees agents and attorneys of or from any liability claim 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

8 Decker 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 Decker s license If Decker desires the Administrative Hearing Commission to review this Settlement Agreement Decker 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

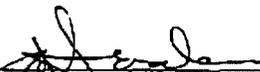
9 If Decker requests review this Settlement Agreement shall become
effective on the date the Administrative Hearing Commission issues its order finding that
the Settlement Agreement sets forth cause for disciplining Decker s license If the
Administrative Hearing Commission issues an order stating that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



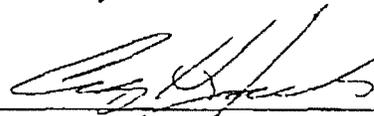
Greg Decker Date 9/2-12

MISSOURI REAL ESTATE
COMMISSION



Janet Carter Executive Director
Date Sept 25, 2012

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