

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
RICHARD VANCE PETITT

RECEIVED
APR 02 2014
MREC

Richard Vance Petitt (Petitt) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Petitt's license as a real estate salesperson, no. 2011031036, 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 Supp. 2012. The MREC and Petitt jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2012.

Petitt 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

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

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; the right to a disciplinary hearing before the MREC at which time Petitt 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, Petitt 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.

Petitt 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. Petitt stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Petitt's license as a real estate salesperson, license no. 2011031036, is subject to disciplinary action by the MREC in accordance with the relevant provisions of

Chapter 621, RSMo, and §§ 339.010-339.205 and §§ 339.710-339.855, RSMo, as amended.

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

1. Petitt is licensed by the MREC as a real estate salesperson, license no. 2011031036. Petitt's license was current and active at all times relevant herein.
2. On May 23, 2013 the MREC sent a letter to Petitt's last registered address of 100 Savannah St., Waynesville, MO 65583 informing Petitt that the social security number provided on his renewal application did not match the MREC's records.
3. The May 23rd letter informed Petitt that he must provide the MREC with either a social security card or other official documentation.

4. Petitt did not respond to the May 23rd letter.

5. By letter dated July 11, 2013, the MREC renewed its request made in the May 23rd letter to Petitt.

6. Petitt did not respond to the July 11th letter.

7. Rule 20 CSR 2250-8.170, requiring real estate salespersons to respond to MREC inquiries, states:

(1) Failure of a licensee to respond in writing, within thirty (30) days from the date of the commission's written request or inquiry, mailed to the licensee's address currently registered with the commission, will be sufficient grounds for taking disciplinary action against that licensee.

8. Based on Petitt's failure to respond to the MREC's attempts to contact him regarding his social security number, Petitt has violated 20 CSR 2250-8.170.

9. Based on Petitt's conduct as alleged above and his violation of the rule set forth above, cause exists to discipline Petitt's real estate salesperson license pursuant to § 339.100.2(15) and (19), RSMo Supp. 2012, 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:

.....

(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;

.....

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

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 §§ 621.045.4 and 621.110, RSMo Supp. 2012.

10. **Petitt's license is revoked and all indicia of licensure shall be surrendered immediately.** Petitt's license as a real estate salesperson is hereby REVOKED and ALL INDICIA OF licensure SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

11. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Petitt of §§ 339.010-339.205 and §§ 339.710-339.855, RSMo, as amended, or the

regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

12. 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.

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

14. 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.

15. 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 324, 339, and 610, RSMo, as amended.

16. Petitt, 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

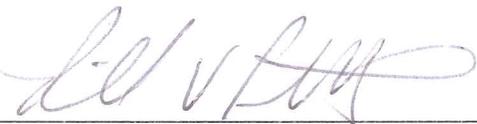
and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, 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.

17. Petitt 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 Petitt's license. If Petitt desires the Administrative Hearing Commission to review this Settlement Agreement, Petitt 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.

18. If Petitt 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 Petitt'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 Petitt as allowed by law. If Petitt 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



Richard Vance Petitt
Date: 3/26/2014



Janet Carder, Executive Director
Date: 4/3/14

CHRIS KOSTER
Attorney General



Todd C. Lucas, #66051
Assistant Attorney General

P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-9623
Telefax: 573-751-5660
Attorneys for the MREC