SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
EDDY SAYLOR AND RM INNOVATIONS LLC

Eddy Saylor (Saylor), individually and as designated broker for RM Innovations LLC (RMI) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Saylor's licenses as a Real Estate Broker Associate, nos. 2002029356 and 2008014236, and RMI's license as a Real Estate Association, no. 2008009278, will be subject to discipline. Pursuant to § 536.060, RSMo,[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 Saylor jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

[1] All statutory citations are to the Revised Statutes of Missouri, Supp. 2013, unless otherwise noted.

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

Saylor 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. Saylor stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Saylor's license as a Real Estate Broker Associate, license no. 2002029356, and RMI's license as a Real Estate Association, license no. 2008009278, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Sections 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 Saylor in Part II herein is based only on the agreement set out in Part I herein. Saylor 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 Saylor herein jointly stipulate to the following:

1. The Missouri Real Estate Commission is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo, for the

purpose of executing and enforcing Sections 339.010 to 339.205 and 339.710 to 339.855, RSMo, as to Real Estate Agents and Real Estate Brokers.

2. Respondent, Eddy Saylor, is an adult individual whose registered address is 3200 Northeast 83rd Street, Kansas City, Missouri 64119, and who holds two Missouri licenses as Real Estate Broker Associate, nos. 2002029356 and 2008014236, which are active and which expire ~~September 30, 2014.~~ June 30, 2016 JD 12/29/15

3. RM Innovations, LLC, holds Real Estate Association license no. 2008009278 issued by the MREC, which expires June 30, 2016. Its address is 3200 Northeast 83rd Street, Kansas City, Missouri 64119, and its designated broker is Eddy Saylor.

4. Section 339.100.2, RSMo, states in pertinent part:

> 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:
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> * * *
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> (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;
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> * * *
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> (23) Assisting or enabling any person to practice or offer to

practice any profession licensed or regulated under sections 339.010 to 339.180 and sections 339.710 to 339.860* who is not registered and currently eligible to practice under sections 339.010 to 339.180 and sections 339.710 to 339.860* ...

5. Section 339.150, RSMo, states in part:

1. No real estate broker shall knowingly employ or engage any person to perform any service to the broker for which licensure as a real estate broker or a real estate salesperson is required pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860 ...

2. No real estate licensee shall pay any part of a fee, commission or other compensation received by the licensee to any person for any service rendered by such person to the licensee in buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate, unless such a person is a licensed real estate salesperson regularly associated with such a broker, or a licensed real estate broker, or a person regularly engaged in the real estate brokerage business outside of the state of Missouri.

6. The MREC adopted a valid regulation at 20 CSR 2250-8.020(1) which states:

(1) Individual brokers, designated brokers, and office managers/supervising brokers shall be responsible for supervising the real estate related activities including the protection of any confidential information as defined under 339.710.8, RSMo of all licensed and unlicensed persons associated with them, whether in an individual capacity or through a corporate entity, association or partnership. A broker shall not be held responsible for inadequate supervision if—

(A) A licensed or unlicensed person violates a provision of Chapter 339, RSMo or the rules for it in conflict with the supervising broker's specific written policies or

instructions;
(B) Reasonable procedures have been established to verify that adequate supervision was being performed;
(C) The broker, upon learning of the violation, attempted to prevent or mitigate the damage;
(D) The broker did not participate in the violation;
(E) The broker did not ratify the violation; and
(F) The broker did not attempt to avoid learning of the violation.

7. The MREC adopted a valid regulation at 20 CSR 2250-4.050(3), which states in part:

> Within seventy-two (72) hours of the termination of the association of any broker-salesperson or salesperson, a broker shall notify the commission and shall return to the commission that licensee's license.

8. Between March 31, 2008, and May 17, 2014, Brett Presko, a real estate salesperson, was associated with RMI and was supervised by Saylor.

9. Presko's real estate salesperson license expired on September 30, 2012, and was not renewed.

10. Between September 30, 2012, and July 11, 2013, Presko participated in the following real estate transactions while his real estate salesperson license was expired:

a. 7129 N. Quincy Ave., Kansas City, Missouri 64119. Commission paid to Presko $7,498.50 on the closing date of September 28, 2012;

b. 7125 N. Quincy Ave., Kansas City, Missouri 64119. Commission paid to Presko $2,250.00 on the closing date of November 16, 2012.

c. 6011 N. forest Ave., Gladstone, Missouri 64118. Commission paid to Presko $729.00 on the closing date of November 15, 2012;

d. 1101 NW 94th St., Kansas City, Missouri 64155. Commission paid to Presko $9,120.00 on the closing date of December 3, 2012;

e. 3508 N. Park Ave., Kansas City, Missouri 64116. Commission paid to Presko $1,690.00 on the closing date of April 30, 2013;

f. 2403 NE 64th St., Gladstone, Missouri. Commission paid to Presko $1,000.00 on the closing date of June 14, 2013;

g. 6905 N. Hardesty Ave., Kansas City, Missouri 64119. Commission paid to Presko $7,170.00 on the closing date of June 28, 2013;

h. 219 NW 107th St., Kansas City, Missouri 64155. Commission paid to Presko $4,500.00 on the closing date of July 1, 2013;

i. 11504 N. Distler Ave., Kansas City, Missouri 64157. Commission paid to Presko $4,575.00 on the closing date of July 8, 2013; and

j. Two transactions on 3508 N. Park Ave., Kansas City, Missouri 64116 with scheduled closing dates of November 8, 2012 and June 21, 2013, which did not close.

11. Saylor and RMI received notice of a complaint from the MREC on July 11, 2013, at which time they discovered that Presko's license was expired.

12. After receipt of notice of Presko's unlicensed status, Saylor and RMI continued to allow Presko to work as a real estate salesperson.

13. During the period between July 11, 2013, and November 13, 2013, Presko participated in the following real estate transactions:

a. 7016 N. Crystal Ave., Kansas City, Missouri 64119. Commission paid to Presko $3,900.00 on the closing date of August 16, 2013;

b. 5708 N. Myrtle Ave., Kansas City, Missouri 64119. Commission paid to Presko $1,599.50 on the closing date of August 15, 2013;

c. 5307 N. Lydia Ave., Kansas City, Missouri 64118. Commission paid to Presko $845.40 on the closing date of August 7, 2013;

d. 4312 NE 51st St., Kansas City, Missouri 64119. Commission paid to Presko $3,300.00 on the closing date of September 7, 2013.

14. Presko's license was reinstated on November 19, 2013.

15. By allowing Presko to continue to practice as a real estate salesperson after his license expired, Saylor and RMI assisted and enabled Presko to engage in unlicensed practice as a real estate salesperson, which is cause for discipline under the terms of Section 339.100.2(23), RSMo.

16. By failing to reassign transactions when placed on notice that Presko's real estate salesperson license had expired, and permitting Presko to continue to engage in real estate activities, Saylor and RMI violated Section 339.150.1, RSMo, which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

17. By paying commissions to Presko for real estate transactions completed when Presko did not hold a valid Missouri real estate license, Saylor and RMI violated Section 339.150.2, RSMo, which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

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.

1. Saylor and RMI agree to pay a civil penalty of $1250 each for a total of $2500. Said penalty is authorized under Section 339.205, RSMo.

2. Saylor and RMI agree to pay the $1250 civil penalties by certified checks 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. Saylor and RMI shall postmark and mail or hand deliver said checks 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.

4. In the event the MREC determines that Saylor or RMI 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 Section 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 Saylor and/or

RMI's licenses under Section 324.042, RSMo. Supp. 2011; and (3) deny, discipline, or refuse to renew or reinstate Saylor and/or RMI's licenses under Section 339.205.7, RSMo.

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 Saylor and RMI of Sections 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. Saylor and RMI agree and stipulate 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 324, 339, and 610, RSMo, as amended.

12. Saylor and RMI, together with their partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, do 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. Saylor and RMI understand that they 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 Saylor's license. If Saylor or RMI desires the Administrative Hearing Commission to review this Settlement Agreement, they may submit the 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 Saylor or RMI 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 Saylor's or RMI'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 Saylor and/or RMI as allowed by law. If Saylor or RMI do 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.

LICENSEES:

Eddy E. Saylor, manager

Eddy Saylor

Eddy E. Saylor, manager

Eddy Saylor as designated broker for RM Innovations,LLC

Date: 12-13-15

Missouri Real Estate Commission

Joseph Denkler

Joseph Denkler, Executive Director

Date: 12/29/15

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