

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**PAUL SLOAN**

Paul Sloan ("Sloan") and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Sloan's license as a real estate salesperson, no. 2004027371, 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 Sloan 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.

Sloan 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

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

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 Sloan 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, Sloan 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.

Sloan 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. Sloan stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Sloan's license as a real estate salesperson, license no. 2004027371, 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 Sloan in Part II herein is based only on the agreement set out in Part I herein. Sloan 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 Sloan herein jointly stipulate to the following:

1. Paul Sloan is licensed by the MREC as a real estate salesperson, license no. 2004027371. Sloan's license was current and active at all times herein until December 7, 2010, when Reece and Nichols Realtors returned his license to the MREC.

2. On or about November 15, 2010, Sloan pled guilty in the 17<sup>th</sup> Judicial Circuit Court of Cass County, Missouri, to felony stealing, as defined by § 570.030, RSMo, which states:

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.

3. Section 339.100.2(15),(17), and (18), RSMo, states:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by law when the commission believes there is a probability that a licensee performed or attempted to perform any of the following acts:

...

(15) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

(17) 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;

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

4. Section 339.040.1, RSMo, states:

Licenses shall be granted only to persons who present, and corporations, associations or partnerships whose officers, associates, or partners present, satisfactory proof to the commission that they:

(1) Are persons of good moral character; and

(2) Bear a good reputation for honesty, integrity, and fair dealing[.]

5. Sloan's commission of the crime of felony stealing and subsequent guilty plea demonstrates a lack of good moral character and a lack of reputation for honesty, integrity and fair dealing.

6. Sloan's commission of the crime of felony stealing and subsequent guilty plea constitutes untrustworthy, improper and/or fraudulent business dealings and bad faith and/or gross incompetence.

7. Sloan's conduct, as stated above, provides cause to discipline his real estate salesperson license pursuant to § 339.100.2(15), (17) and (18), 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 §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

8. **Sloan's license is revoked and all indicia of licensure shall be surrendered immediately.** Sloan'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.

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

10. 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.

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

12. 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.

13. 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.

14. Sloan, 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.

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

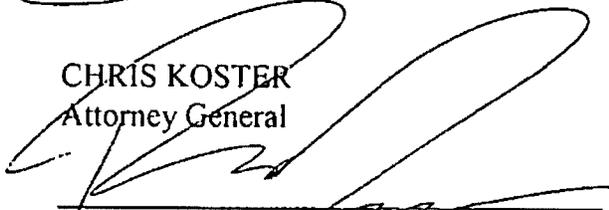
16. If Sloan requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Sloan's license. If the Administrative Hearing Commission issues an order stating that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

  
Paul Sloan      July 19, 2011  
Date

  
Janet Carder, Executive Director  
Date: July 12, 2011

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