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Governor  
State of Missouri

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DIVISION OF PROFESSIONAL REGISTRATION

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John M. Huff, Director

MISSOURI REAL ESTATE COMMISSION  
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Janet Carder  
Executive Director

May 1, 2014

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
No. 7196 9008 9111 8500 1044

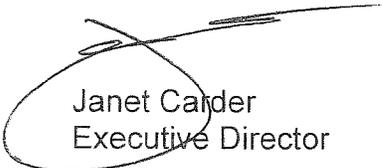
JEFFREY WEHMEYER  
15934 HIGHWAY JJ  
MEXICO MO 65265

RE: Missouri Real Estate Commission vs. Jeffrey Wehmeyer (SAL – 2009031970)

Dear Mr. Wehmeyer:

Please find enclosed a copy of the Settlement Agreement between Missouri Real Estate Commission and Jeffrey Wehmeyer in the above referenced case.

Sincerely,



Janet Carder  
Executive Director

JC/cmc

Enclosures

c: Ron Dreisilker (inter-agency mail)  
Jeffrey Wehmeyer (regular mail)  
Donna S. Peak (regular mail)

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MREC

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**JEFFREY W. WEHMYER**

Jeffrey Wehmeyer (Wehmeyer) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Wehmeyer's license as a Real Estate Salesperson, no. 2009031970, 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 Supp. 2013. The MREC and Wehmeyer jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2013.

Wehmeyer 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

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<sup>1</sup> 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 Wehmeyer 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, Wehmeyer 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.

Wehmeyer 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. Wehmeyer stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Wehmeyer's license as a Real Estate Salesperson, license no. 2009031970, is

subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 339, RSMo, as amended.

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

1. The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo Supp. 2013, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.205 and §§ 339.710 to 339.855, RSMo (as amended), relating to real estate salespersons and brokers.
2. Wehmeyer holds a license as a Real Estate Salesperson, license no. 2009031970. Wehmeyer's license was current and active at all relevant times.

3. On November 15, 2010, Wehmeyer pled guilty in Audrain County, Missouri Circuit Court, Case No. 09U1-CR00658-01, to the Class B misdemeanor of Driving While Intoxicated.

4. On November 15, 2010, the Court in the above named case sentenced Wehmeyer to serve ten days in the Audrain County jail.

5. Section 339.100.2(18), RSMo, Supp. 2013 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[.]

6. Wehmeyer's conduct, as stated above, provides cause to discipline his real estate broker salesperson license pursuant to § 339.100.2(18), RSMo Supp. 2013.

**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. 2013.

7. **Wehmeyer's license is on probation.** Wehmeyer's license as a Real Estate Salesperson is hereby placed on PROBATION for a period of TWO (2) YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Wehmeyer shall be entitled to practice as a Real Estate Salesperson under Chapter 339, RSMo, as amended, provided Wehmeyer adheres to all the terms of this agreement.

8. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Wehmeyer shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Wehmeyer shall notify the MREC in writing within ten (10) days of any change in this information.

B. Wehmeyer shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all

other requirements necessary to maintain his license(s) in a current and active status. During the disciplinary period, Wehmeyer shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Wehmeyer may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Wehmeyer applies for a real estate license after surrender, Wehmeyer shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Wehmeyer shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Wehmeyer shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Wehmeyer shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Wehmeyer shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Any cause to discipline Wehmeyer's license as a real estate salesperson under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

G. Broker Acknowledgement. If at any time during the disciplinary period Wehmeyer wishes to transfer his license affiliation to a new broker/brokerage, he must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer his license. Wehmeyer must obtain the Broker Acknowledgement form from the MREC.

9. Upon the expiration of the disciplinary period, the license of Wehmeyer shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Wehmeyer has violated any term or condition of this Settlement Agreement,

the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Wehmeyer's license.

10. 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.

11. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Wehmeyer of Chapter 339, 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. 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. Wehmeyer agrees and

stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

15. 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.

16. 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.

17. Wehmeyer, 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.

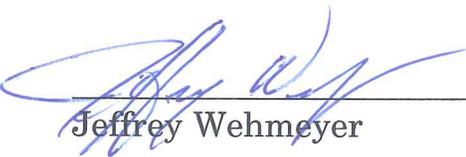
18. Wehmeyer understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Wehmeyer's license. If Wehmeyer desires the Administrative Hearing Commission to review this Settlement Agreement, Wehmeyer 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.

19. If Wehmeyer 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 Wehmeyer'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 Wehmeyer as allowed by law. If Wehmeyer 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

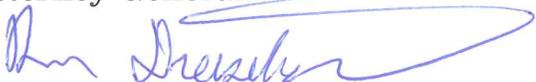
Missouri Real Estate Commission

  
\_\_\_\_\_  
Jeffrey Wehmeyer

4/30/14  
Date

  
\_\_\_\_\_  
Janet Carder, Executive Director  
Date: April 30, 2014

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\_\_\_\_\_  
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