SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
DIMITRIOS J. ZAVRADINOS
AND
ZEE REALTY LLC

Dimitrios J. Zavradinos ("Zavradinos") and Zee Realty LLC ("Zee Realty") the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Zavradinos' license as a broker associate, no. 2006010487, and Zee Realty's license as a real estate association, no. 2006017803, 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 Cum. Supp. 2009. The MREC and Zavradinos and Zee Realty 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.

Zavradinos and Zee Realty acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the charges against them; 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

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

cross-examine any witnesses appearing against them at the hearing; the right to present evidence on their 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 them; 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 Zavradinos and/or Zee Realty 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 them by law, Zavradinos and Zee Realty knowingly and voluntarily waive each and every one of these rights and freely enter into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to them.

Zavradinos and Zee Realty acknowledge that they have 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. Zavradinos and Zee Realty stipulate that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Zavradinos' license as a broker associate, license no. 2006010487, and Zee Realty's license as a real estate

association, no. 2006017803, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapters 621 and 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Zavradinos and Zee Realty in Part II herein is based only on the agreement set out in Part I herein. Zavradinos and Zee Realty understand that the MREC may take further disciplinary action against them 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 Zavradinos and Zee Realty herein jointly stipulate to the following:

1. Dimitrios J. Zavradinos is a real estate broker associate licensed by the Missouri Real Estate Commission, no. 2006010487. At all relevant times herein, Zavradinos' license was active and current.

2. Zee Realty LLC is a real estate association licensed by the Missouri Real Estate Commission, no. 2006017803. At all relevant times herein, Zee Realty's license was active and current.

3. On or about August 21, 2009, the MREC sent a letter to Zavradinos which notified him that he had been randomly selected for an audit. The audit was conducted on October 20, 2009 and covered the period of October 2008 to October 2009.

4. In the process of the audit, it was brought to the attention of a MREC examiner that Zavradinos and Zee Realty used the unregistered name "Zee Properties," on a lease agreement.

5. On or about August 3, 2010, the MREC sent a letter ("August 3 Letter") to Zavradinos and Zee Realty at Zee Realty's registered business address and asked him to respond with a clarification of why "Zee Properties" was used and if Zavradinos intended to continue to use the name in association with his brokerage activities. The letter requested that Zavradinos respond within 10 days by mail correspondence.

6. On or about August 31, 2010, the MREC sent a second letter ("August 31 Letter") to Zavradinos and Zee Realty at Zee Realty's registered business address. The second letter noted that Zavradinos had failed to respond to the August 3 Letter and gave him ten days to respond to the questions of the August 3 Letter. Furthermore, the August 31 Letter warned Zavradinos that failure to respond within 30 days to the MREC's written request was sufficient grounds for disciplining Zavradinos' and Zee Realty's licenses.

7. On or about October 15, 2010, the MREC sent a letter ("October 15 Letter") to Zavradinos and Zee Realty via certified mail to Zee Realty's registered business address and to Zavradinos' registered home address. The letter was signed for by Ann Zavradinos on November 5, 2010 at the registered business address. The letter notified Zavradinos of his failure to respond to the August 3 Letter and August 31 Letter

and that he was scheduled to appear before MREC on December 8, 2010. Zavradinos did not appear for the scheduled appearance before the MREC.

8. Rule 20 CSR 2250-8.170, requiring real estate brokers 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.

9. Rule 20 CSR 2250-4.030(1), regarding registration of fictitious business names with the MREC, states:

> (1) Any broker doing business under any name other than the broker's legal name or any entity doing business under any name other than the name registered with the secretary of state, shall first comply with the provisions of sections 417.200–417.230, RSMo on the registration of fictitious names and shall furnish the commission a copy of the registration within ten (10) days of receipt of the official registration from the secretary of state.

10. Section 417.200, RSMo, regarding registration of fictitious business names with the Missouri Secretary of State, states:

> That every name under which any person shall do or transact any business in this state, other than the true name of such person, is hereby declared to be a fictitious name, and it shall be unlawful for any person to engage in or transact any business in this state under a fictitious name without first registering same with the secretary of state as herein required.

11. Section 339.100, RSMo Cum. Supp. 2009, states:

> 2. The commission may cause a complaint to be filed with the

> administrative hearing commission as provided by the provisions of chapter 621, RSMo, 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[.]

12. Based on Zavradinos' and Zee Realty's conduct as alleged above, failing to respond to the August 3 Letter and August 31 Letter within 30 days as required by 20 CSR 2250-8.170, a lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860, cause exists to discipline Zavradinos' real estate broker license and Zee Realty's real estate association license pursuant to § 339.100.2(15) and (19), RSMo Cum. Supp. 2009.

13. Based on Zavradino's and Zee Realty's conduct as alleged above, failing to register the fictitious name of Zee Properties as required by 20 CSR 2250-4.030(1) and §417.200, RSMo, Cum. Supp. 2009, are a lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860, cause exists to discipline

Zavradinos' real estate broker license and Zee Realty's real estate association license pursuant to § 339.100.2(15) and (19), RSMo Cum. Supp. 2009.

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.

14. **Zavradinos' license is revoked and all indicia of licensure shall be surrendered immediately.** Zavradinos' license as a broker associate is hereby REVOKED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

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

16. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Zavradinos and/or Zee Realty of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

17. 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.

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

19. 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.

20. 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.

21. Zavradinos and Zee Realty, together with their partners, members, managers, 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.

22. Zavradinos and Zee Realty 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 Zavradinos' and Zee Realty's licenses. If Zavradinos and/or Zee Realty desire the Administrative Hearing Commission to review this Settlement Agreement, Zavradinos and/or Zee Realty may submit their request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

23. If Zavradinos and/or Zee Realty request 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 Zavradinos' and Zee Realty'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 Zavradinos and/or Zee Realty as allowed by law. If Zavradinos and/or Zee Realty do not request review by the Administrative Hearing Commission, then this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

6/24/2011

Dimitrios J. Zavradinos Date

LICENSEE

6/24/2011

Zee Realty LLC Date

Member

MISSOURI REAL ESTATE COMMISSION

Janet Carder, Executive Director
Date: July 12, 2011

CHRIS KOSTER
Attorney General

Ross Brown
Assistant Attorney General
Missouri Bar No. 62771

Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751- 4087
Telefax: 573-751-5660
Attorneys for the MREC