

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

FILED

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ADMINISTRATIVE HEARING
COMMISSION

MISSOURI REAL ESTATE)
APPRAISERS COMMISSION,)
)
Petitioner,)
v.)
)
DANA M. DUNGAN,)
)
Respondent.)

Case No. 10-0016 RA

**JOINT MOTION FOR CONSENT ORDER,
JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,
WAIVER OF HEARINGS
BEFORE THE ADMINISTRATIVE HEARING COMMISSION
AND THE MISSOURI REAL ESTATE APPRAISERS COMMISSION,
AND DISCIPLINARY ORDER**

Respondent Dana M. Dungan (“Dungan”) and Petitioner Missouri Real Estate Appraisers Commission (“MREAC”) enter into this *Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and Missouri Real Estate Appraisers Commission, and Disciplinary Order* (“Joint Stipulation”) for the purpose of resolving the Complaint filed against Respondent. Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission (“Commission”)(1 CSR 15-3.446(4)) and pursuant to the terms of § 536.060, RSMo¹, as it is made applicable to the Commission by

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

§ 621.135, RSMo, the parties move for a consent order and waive the right to a hearing and decision in the above-styled case by the Commission, and, additionally, the right to a disciplinary hearing before the MREAC pursuant to § 621.110, RSMo, Cum. Supp. 2009 and jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Dungan acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 her at the hearing; the right to present evidence on her 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 her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREAC at which time Dungan 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 MREAC. Being aware of these rights provided Dungan by operation of law, Dungan knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation. Dungan further agrees to abide by the terms of this document as they pertain to her.

Dungan acknowledges that she received a copy of the Complaint in this case, which was filed with the Commission on January 8, 2010. Dungan stipulates that the factual allegations contained in this Joint Stipulation are true and stipulates with the MREAC that Dungan's certification as a state-certified residential real estate appraiser, certificate no. 2003024081, is subject to disciplinary action by the MREAC in accordance with the provisions of Chapter 621, RSMo, as amended, and § 339.532.2, RSMo Cum. Supp. 2009.

I. JOINT STIPULATION

Based upon the foregoing, the MREAC and Dungan jointly stipulate to the following findings of fact and conclusions of law in lieu of the facts and conclusions of law as alleged in the Complaint filed in this case, and request that the Commission adopt the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law as the Commission's Findings of Fact and Conclusions of Law.

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Real Estate Appraisers Commission ("MREAC") was established pursuant to § 339.507, RSMo Cum. Supp. 2009 for the purpose of executing and enforcing the provisions of §§ 339.500 through 339.549, RSMo, as amended.
2. Respondent Dana M. Dungan ("Dungan") is certified as a state-certified residential real estate appraiser, certificate no. 2003024081.

3. On or about September 8, 2006, Dungan completed and signed a Summary Appraisal report for residential real estate located at 801 Highway 124, Sturgeon, MO 65284 (“the Highway 124 property”). The effective date of the appraisal report was September 8, 2006. This appraisal valued the property at \$146,000. This appraisal shall be referred to hereinafter as the “Highway 124 Appraisal Report.”

4. Dungan was required to develop and report the results of the Highway 124 Appraisal in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), 2006 Edition.

5. In preparation of the Highway 124 Appraisal Report, Dungan made significant and substantial errors of omission and commission, including but not limited to:

a. Dungan disclosed a prior sale of the subject property in the Highway 124 Appraisal Report, but incorrectly stated in the Supplemental Addendum that the subject “has been extensive[ly] remodeled since current owners bought the property.” The subject property was actually remodeled prior to the current owner’s purchase of the property. Thus, the increase in value of the subject after the prior sale is not analyzed or supported in the Highway 124 Appraisal Report.

- b. Dungan incorrectly stated in the Site section that the zoning classification of the subject property is “Residential” when it should be classified as “Agricultural A-2”.
- c. Dungan incorrectly stated in the Subject section that the parcel number of the subject property is “06-303-00-007.00 01” when it should be “06-303-11-00-007.00 01.”
- d. Dungan incorrectly stated in the Neighborhood section that the subject property is located in “boone northeast,” when it is located in the northwest part of Boone County.
- e. In the Improvement section, Dungan misidentified a detached outbuilding to be a garage.
- f. In the Improvement section and the Sales Comparison Approach, Dungan failed to provide a rationale for the effective age of 6 to 8 years given its actual age of 66 years. The renovations described in the Highway 124 Appraisal Report do not support the highly reduced effective age. In addition, Dungan failed to evaluate the functional depreciation of the subject property’s floor plan.
- g. In the Subject section, Dungan identifies “an MLS listing for \$94,900” that has no relation to the subject property.

h. In the Reconciliation Section, Dungan stated that both the Cost and Income Approaches supported the estimated value of the subject, but neither approach was analyzed or included in the appraisal report.

6. In the preparation of the Sales Comparison Analysis in the Highway 124 Appraisal Report, Dungan made significant and substantial errors of omission and commission, including, but not limited to:

a. In the Sales Comparison Approach, Dungan inconsistently stated that the gross living area square footage of the subject property was 1,269 sq. ft., when the sketch attached in the appraisal report showed it as 1,138.5 sq. ft.

b. In the Sales Comparison Approach, each comparable sale was not sufficiently similar to the subject property for comparison. The subject property was 66 years of age with two bedrooms and one bath, whereas comparable sales were considerably newer than the subject with three bedrooms and more than one bath. Comparable sales nos. 2 and 4 were new construction.

c. In the Sales Comparison Approach, Dungan omitted the fact that comparable sale no. 1 had a two car attached garage in addition to a two car detached garage, thus the adjustment is not credible.

- d. In the Sales Comparison Approach, Dungan erroneously made a positive \$5,500 adjustment to both comparable sales nos. 2 and 3 for two car attached garages, when it should have made a negative adjustment.
- e. In the Sales Comparison Approach, Dungan failed to make consistent adjustments for the quality of construction. Dungan stated that comparable sales no. 2 and 3 have the same quality of construction, but made a negative \$1,000 adjustment to comparable sale no. 2 and a negative \$2,000 adjustment to comparable sale no. 3.
- f. In the Sales Comparison Approach, Dungan incorrectly stated that comparable sales nos. 2 and 3 had no fireplace when the source records showed both of these comparable sales had a fireplace.
- g. In the Sales Comparison Approach, Dungan failed to adjust comparable sale no. 3 for the shared 15 acre lake, lake access and lake privileges.
- h. In the Sales Comparison Approach, adjustments made for the gross living area square footage are not credible because different rates were applied. The rate used to adjust comparable sale no. 1 is \$56.81 per square foot, while the rate used to adjust comparable sale no. 4 was \$77.40 per square foot. Further, no adjustments were made to comparable sales no. 2 and 3.

i. In the Sales Comparison Approach, different rates per acre were applied in adjusting site size for each comparable sale. The rates vary from \$2.481 per acre to \$5.555 per acre.

7. Based on Dungan's errors and omissions in the Highway 124 Appraisal Report as described above, the appraisal lacks credibility and is misleading in violation of USPAP Standards 1 and 2.

8. USPAP Standard 1 states:

In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal.

9. USPAP Standard 2 States:

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading.

10. Dungan's errors and omissions in the preparation of the Sales Comparison Analysis, as set forth herein, constitute violations of USPAP Standard 1 and Standards Rule ("SR") 1-4(a), which states:

In developing a real property appraisal, an appraiser must collect, verify, and analyze all information necessary for credible assignment results.

(a) When a sales comparison approach is necessary for credible assignment results, an appraiser must analyze such comparable sales data as are available to indicate a value conclusion.

11. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan failed to correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal in violation of USPAP Standard 1 and SR 1-1(a), which states:

In developing a real property appraisal, an appraiser must:

- (a) be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal[.]

12. Based on Dungan's errors and omissions in developing and reporting the results of the Highway 124 Appraisal Report, as set forth herein, Dungan committed substantial errors of omission and commission that significantly affected the appraisal in violation of USPAP Standard 1 and SR 1-1(b), which states:

In developing a real property appraisal, an appraiser must:

...

- (b) not commit a substantial error of omission or commission that significantly affects an appraisal[.]

13. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan rendered appraisal services in a careless and negligent manner in violation of USPAP Standard 1 and SR 1-1(c), which states:

In developing a real property appraisal, an appraiser must:

...

- (c) not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the

results of an appraisal, in the aggregate affects the credibility of those results.

14. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan rendered appraisal services in a careless and negligent manner in violation of USPAP Standard 1 and SR 1-2(e), which states:

In developing a real property appraisal, an appraiser must:

- (e) identify the characteristics of the property that are relevant to the type and definition of value and intended use of the appraisal, including:
 - (i) its location and physical, legal, and economic attributes;
 - (ii) the real property interest to be valued;
 - (iii) any personal property, trade fixtures, or intangible items that are not real property but are included in the appraisal;
 - (iv) any known easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature; and
 - (v) whether the subject property is a fractional interest, physical segment, or partial holding[.]

15. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan rendered appraisal services in violation of USPAP Standard 1 and SR 1-3(a), which states:

When necessary for credible assignment results in developing a market value opinion, an appraiser must:

- (a) identify and analyze the effect on use and value of existing land use regulations, reasonably probable

modifications of such land use regulations, economic supply and demand, the physical adaptability of the real estate, and market area trends[.]

16. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan rendered appraisal services in violation of USPAP Standard 1 and SR 1-5(b), which states:

When the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business:

...

(b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

17. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan rendered appraisal services in violation of USPAP Standard 1 and SR 1-6(a) and (b), which state:

In developing a real property appraisal, an appraiser must:

- (a) reconcile the quality and quantity of data available and analyzed within the approaches used; and
- (b) reconcile the applicability and relevance of the approaches, methods and techniques used to arrive at the value conclusion(s).

18. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan failed to clearly and accurately set forth the

appraisal in a manner that would not be misleading and violated USPAP Standard 2 and SR 2-1(a), which states:

Each written or oral real property appraisal report must:

- (a) clearly and accurately set forth the appraisal in a manner that will not be misleading[.]

19. Based on Dungan's errors and omissions in preparing the Highway 124 Appraisal Report, as set forth herein, Dungan failed to prepare a report that contained sufficient information to enable the intended users of the appraisal to understand the report properly and violated USPAP Standard 2 and SR 2-1(b), which states:

Each written or oral real property appraisal report must:

.....

- (b) contain sufficient information to enable the intended users of the appraisal to understand the report properly[.]

20. By failing to provide adequate support for the reasoning and conclusions in the Sales Comparison Analysis in the Highway 124 Appraisal Report, as set forth herein, Dungan failed to summarize the information analyzed, the appraisal procedures followed, and the reasoning that supports the analysis, opinions, and conclusions, in violation of USPAP SR 2-2(b)(iii), (vii) and (viii), 2006 edition, which state:

(b) The content of a Summary Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum:

- (iii) summarize information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the

assignment;

.....

- (vii) summarize the scope of work used to develop the appraisal;

.....

- (viii) summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained[.]

JOINT PROPOSED CONCLUSIONS OF LAW

21. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 339.532.2, RSMo Cum. Supp. 2009.

22. Section 339.535, RSMo, requiring compliance with the Uniform Standards of Professional Appraisal Practice, states:

State certified real estate appraisers and state licensed real estate appraisers shall comply with the Uniform Standards of Professional Appraisal Practice promulgated by the appraisal standards board of the appraisal foundation.

23. Dungan's conduct, as set forth herein, demonstrates that Dungan rendered appraisal services in violation of the USPAP Ethics Rule, USPAP Standards 1 and 2, the USPAP Standards Rules set forth above, and § 339.535, RSMo, providing cause to discipline Dungan's certification as a state-certified real estate appraiser pursuant to §§ 339.532.2 (5), (6), (7), (8), (9), (10) and (14), RSMo, which states:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621,

RSMo, against any state-certified real estate appraiser, state-licensed real estate appraiser, or any person who has failed to renew or has surrendered his or her certificate or license for any one or any combination of the following causes:

.....

(5) Incompetency, misconduct, gross negligence, dishonesty, fraud, or misrepresentation in the performance of the functions or duties of any profession licensed or regulated by sections 339.500 to 339.549;

(6) Violation of any of the standards for the development or communication of real estate appraisals as provided in or pursuant to sections 339.500 to 339.549;

(7) Failure to comply with the Uniform Standards of Professional Appraisal Practice [“USPAP”] promulgated by the appraisal standards board of the appraisal foundation;

(8) Failure or refusal without good cause to exercise reasonable diligence in developing an appraisal, preparing an appraisal report, or communicating an appraisal;

(9) Negligence or incompetence in developing an appraisal, in preparing an appraisal report, or in communicating an appraisal;

(10) Violating, assisting or enabling any person to willfully disregard any of the provisions of sections 339.500 to 339.549 or the regulations of the commission for the administration and enforcement of the provisions of sections 339.500 to 339.549;

.....

(14) Violation of any professional trust or confidence[.]

II. JOINT DISCIPLINARY ORDER

Based on the foregoing, the parties hereby mutually agree and stipulate that the following shall constitute the order regarding discipline of Dungan's certification as a state-certified residential real estate appraiser, subject to the following terms and conditions, and entered by the MREAC in this matter under the authority of §§ 536.060 and 621.110, RSMo Cum. Supp. 2009. This disciplinary order shall become effective immediately upon the issuance of the consent order of the Commission without further action by either party:

1. **Dungan's certification is on probation.** Dungan's certification as a state-certified residential real estate appraiser 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, Dungan shall be entitled to practice as a state-certified residential real estate appraiser under §§ 339.500 through 339.549, RSMo, as amended, provided Dungan adheres to all the terms of this agreement.

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

A. Dungan shall submit written reports to the MREAC by no later than March 1 and September 1, during each year of the disciplinary period stating truthfully whether there has been compliance with all terms and conditions of this Joint Stipulation. The first written report shall be submitted on or before March 1, 2011. The final written report shall be submitted to the MREAC 90 days prior to

the end of the disciplinary period. Each written report shall be submitted no earlier than 30 days prior to the respective due date. Dungan is responsible for assuring that the reports are submitted to and received by the MREAC.

B. During the disciplinary period, Dungan shall maintain a log of all appraisal assignments as required by 20 CSR 2245-2.050. A true and accurate copy of the log shall be submitted to the MREAC by no later than March 1 and September 1 during each year of the disciplinary period. The first log shall be submitted on or before March 1, 2011. The last log shall be submitted to the MREAC 90 days prior to the end of the disciplinary period. Each log submitted shall be current to at least 30 days prior to the respective due date. Dungan is responsible for assuring that the logs are submitted to and received by the MREAC. Upon MREAC request, Dungan shall submit copies of her work samples for MREAC review.

C. Within ^{TWELVE L.W.F. DAY} ~~six~~ months after the effective date of this Joint Stipulation, Dungan shall submit verification to the MREAC of successful completion of the Fifteen (15)-hour approved National USPAP course, including examination. This course will not replace the 7-hour National USPAP course required by the general continuing education requirements.

D. Within six months after the effective date of this Joint Stipulation, Dungan shall submit verification to the MREAC of successful completion of a

Thirty (30)-hour approved qualifying education course, including examination, on basic appraisal procedures.

E. Dungan may not apply the education required by this Joint Stipulation to satisfy the continuing education hours required for certification renewal.

F. During the period of probation, Dungan shall not sign appraisal reports as a supervising appraiser.

G. During the disciplinary period, Dungan shall not serve as a supervising appraiser to trainee real estate appraisers under 20 CSR 2245-3.005. Within ten days of the effective date of this Joint Stipulation, Dungan shall advise each trainee real estate appraiser working under her that the supervisory relationship is terminated and comply with all other requirements of 20 CSR 2245-3.005 regarding the termination of the supervisory relationship.

H. During the disciplinary period, Dungan shall keep the MREAC apprised at all times in writing of her current work and home addresses and telephone numbers at each place of residence and employment. Dungan shall notify the MREAC in writing of any change in address or telephone number within 15 days of a change in this information.

I. Dungan shall timely renew her certification and timely pay all fees required for certification renewal and comply with all other MREAC requirements necessary to maintain her certification in a current and active state.

J. During the disciplinary period, Dungan shall comply with all provisions of §§ 339.500 through 339.549, RSMo, all rules and regulations promulgated thereunder, and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States. Any cause to discipline Dungan's certification as a real estate appraiser under § 339.532.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

K. Dungan shall accept and comply with reasonable unannounced visits from the MREAC's duly authorized agents to monitor compliance with the terms and conditions stated herein.

L. Dungan shall appear before the MREAC or its representative for a personal interview upon the MREAC's written request.

M. If, at any time within the disciplinary period, Dungan removes herself from the state of Missouri, ceases to be currently certified under the provisions of §§ 339.500 through 339.549, RSMo, or fails to keep the MREAC advised of all current places of residence and business, the time of absence,

uncertified status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

3. Upon the expiration of the disciplinary period, the certificate of Dungan shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREAC determines that Dungan has violated any term or condition of this Joint Stipulation, the MREAC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and impose such further discipline as it shall deem appropriate under § 324.042, RSMo.

4. No additional discipline shall be imposed by the MREAC pursuant to the preceding paragraph of this Joint Stipulation without notice and opportunity for hearing before the MREAC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Joint Stipulation does not bind the MREAC or restrict the remedies available to it concerning any future violations by Dungan of §§ 339.500 through 339.549, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

6. This Joint Stipulation does not bind the MREAC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Joint Stipulation that are either now known to the MREAC or may be discovered.

7. If any alleged violation of this Joint Stipulation occurred during the disciplinary period, the parties agree that the MREAC 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. Dungan agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Joint Stipulation has occurred.

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

9. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation 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.

10. The parties to this Joint Stipulation understand that the MREAC will maintain this Joint Stipulation as an open record of the MREAC as required by Chapters 339, 610, and 324, RSMo, as amended.

11. Dungan, together with her heirs, assigns, agents, partners, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREAC, 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 Joint Stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of the Joint Stipulation 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.

III. CONCLUSION

In consideration of the foregoing, the parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the complaint filed by the MREAC in the above-captioned cause.

RESPONDENT

Dana M. Dungan 10/29/10
Dana M. Dungan Date

LAWRENCE W. FERGUSON &
ASSOCIATES.

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ATTORNEYS FOR PETITIONER

Before the
Administrative Hearing Commission
State of Missouri



MISSOURI REAL ESTATE APPRAISERS)
COMMISSION,)

Petitioner,)

vs.)

DANA M. DUNGAN,)

Respondent.)

No. 10-0016 RA

CONSENT ORDER

The licensing authority filed a complaint. Section 621.045, RSMo Supp. 2009, gives us jurisdiction.

On November 2, 2010, the parties filed a "Joint Motion for Consent Order, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearings Before the Administrative Hearing Commission and the Missouri Real Estate Appraisers Commission, and Disciplinary Order." Our review of the document shows that the parties have stipulated to certain facts and waived their right to a hearing before us. Because the parties have agreed to these facts, we incorporate them into this order and adopt them as stipulated. *Buckner v. Buckner*, 912 S.W. 2d 65, 70 (Mo. App., W.D. 1995). We conclude that the licensee is subject to discipline under § 339.532.2(5), (6), (7), (8), (9), (10) and (14), RSMo. We incorporate the parties' proposed findings of fact and conclusions of law into this Consent Order. We certify the record to the licensing agency under § 621.110, RSMo Supp. 2009.

The only issue before this Commission is whether the stipulated conduct constitutes cause to discipline the license. The appropriate disciplinary action is not within our power to decide; that is subject to the licensing authority's decision or the parties' agreement. Section 621.110, RSMo Supp. 2009.

SO ORDERED on November 9, 2010.


NIMROD T. CHAPEL, JR.
Commissioner