

BEFORE THE MISSOURI
STATE REAL ESTATE APPRAISERS COMMISSION

MISSOURI REAL ESTATE APPRAISERS)
COMMISSION,)

Petitioner,)

v.)

No. 2005-006997 PV1

MATTHEW BURGHOFF,)

Respondent.)

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DISCIPLINARY ORDER**

I.

Statement of the Case

On or about February 8, 2007, the Missouri Real Estate Appraisers Commission (MREAC) and Matthew Burghoff (Burghoff) entered into a Settlement Agreement which placed Burghoff's general real estate appraiser certificate (Certificate) on probation for two years following a 30 day suspension. The Settlement Agreement is adopted and incorporated by reference herein.

On or about January 21, 2009, the MREAC filed a probation violation complaint against Burghoff for the failure to renew his certificate, in violation of Part II, paragraph 2B of the Settlement Agreement, and for violation of the Clean Air Act and Bank Fraud, in violation of Part II, paragraph 2D of the Settlement Agreement.

Pursuant to notice and § 324.042, RSMo, the MREAC held a hearing on May 5, 2009, at approximately 9:00 a.m. at the Missouri Council of School Administrators Building, 3530 Amazonas Drive, Jefferson City, Missouri, for the purpose of determining the appropriate disciplinary action against Respondent's certification. The MREAC was represented by

Assistant Attorney General Rebecca McKinstry. Burghoff was not present for the hearing and was not represented by counsel. After being present and considering all of the evidence presented during the hearing, the MREAC issues the following Findings of Facts, Conclusions of Law and Order.

II.

Findings of Fact

1. Burghoff held a general real estate appraiser certification from the MREAC (license # RA001016).

2. The MREAC hereby adopts and incorporates herein the findings of fact and conclusions of law contained in the Settlement Agreement between the MREAC and Burghoff signed by the parties on or about February 8, 2007.

3. The Settlement Agreement placed Burghoff's certificate on probation for two years following a suspension of 30 days.

4. The Settlement Agreement, part II, paragraph 2B, required that Burghoff "timely renew his Certificate when required and shall maintain such Certificate in an active and valid state throughout the disciplinary period, including but not limited to, timely paying all fees required for Certificate renewal."

5. The Settlement Agreement, part II, paragraph 2D, required that "Burghoff shall comply with all provisions of Chapter 339, RSMo, all rules and regulations of the MREAC, and all local, state, and federal laws. 'State' as used herein refers to the state of Missouri and all other states and territories of the United States."

6. Burghoff's probationary certificate was set to expire at the end of the renewal period on June 30, 2008. Burghoff failed to renew his Certificate, causing it to expire on or about June 30, 2008.

7. On or about October 1, 2008, in the United States District Court for the Eastern District of Missouri in Case No. 4:08CR199 DJS, Burghoff pleaded guilty to one count of committing a violation of the Clean Air Act (Count Two) in violation of 42 USCA § 7413(c)(1) and 18 USCA § 2 and one count of committing bank fraud (Count Nine) in violation of 18 USCA § 1344.

8. On December 19, 2008, the United States District Court for the Eastern District of Missouri, issued a final judgment in Case No. 4:08CR199 DJS (Federal Judgment) finding that Burghoff had pleaded guilty to Counts Two and Nine of the Indictment on October 1, 2008, and sentencing Burghoff to be imprisoned for a total term of 24 months on each of Counts Two and Nine, all such terms to run concurrently. In addition, the Federal Judgment ordered Burghoff to pay criminal monetary penalties in the amounts of a \$200 assessment and \$524,548 in restitution.

9. Based on the foregoing violations of Burghoff's probation, on or about January 21, 2009, the MREAC filed a probation violation Complaint.

10. The MREAC set this matter for disciplinary hearing and served notice of the disciplinary hearing upon Respondent in a proper and timely fashion.

III.

CONCLUSIONS OF LAW

11. The MREAC has jurisdiction and venue over this proceeding pursuant to the terms of Burghoff's probation which read, in relevant part:

4. If any alleged violation of this Agreement occurs 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. Burghoff agrees and stipulates that the MREAC has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

5. No additional discipline shall be entered by the MREAC pursuant to the proceeding paragraph of this Agreement without notice and an opportunity for hearing before the MREAC in accordance with the provisions of Chapter 536, RSMo.

6. If the MREAC determines that Burghoff has violated a term or condition of this Agreement, which violation also would be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the MREAC may, in its discretion, vacate and set aside the discipline imposed herein and impose such further discipline as the MREAC deems appropriate and may elect to pursue any lawful remedies or procedures afforded it, and the MREAC is not bound by this Agreement in its determination of appropriate legal actions concerning such violation.

12. The MREAC also has jurisdiction over this proceeding pursuant to § 324.042, RSMo Cum Supp. 2008, which states in relevant part:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

13. The MREAC expressly adopts and incorporates by reference the Findings of Fact and Conclusions of Law contained in the February 8, 2007 Settlement Agreement.

14. By failing to renew his Certificate, Burghoff violated the terms of his probation as set forth in Part II, paragraph 2B of the Settlement Agreement.

15. By pleading guilty to two federal criminal offenses in the United States District Court for the Eastern District of Missouri, Burghoff violated the terms of his probation as set for in Part II, paragraph 2D of the Settlement Agreement.

16. As a result of the foregoing, Burghoff's general real estate appraiser certification is subject to disciplinary action by the MREAC, pursuant to § 324.042, RSMo.

17. The MREAC has determined that this Order is necessary to ensure the protection of the public.

IV.

Order

A. Having fully considered all the evidence before the MREAC, it is the **ORDER** of the MREAC, that Burghoff's general real estate appraiser certification is hereby **REVOKED** from the effective date of this Order. Upon receipt of this Order, Burghoff shall immediately return all evidence of licensure to the Commission.

B. The MREAC will maintain this Order as an open record of the MREAC as provided in Chapters 324, 339, and 610, RSMo, as amended.

SO ORDERED EFFECTIVE THIS 15th day of May, 2009.

MISSOURI REAL ESTATE APPRAISERS COMMISSION



Vanessa Beauchamp,
Executive Director
Missouri Real Estate Appraisers Commission