

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**CHARLES GASSER**

RECEIVED  
SEP 09 2013  
MREC

Charles Gasser (Gasser) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Gasser's license as a broker-associate, no. 2010029227, and license as a broker, no. 2004027098, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2012. The MREC and Gasser jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2012.

Gasser acknowledges that he understands the various rights and privileges afforded him by law, including the right to a disciplinary hearing before the MREC at which time Gasser 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, Gasser 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.

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

Gasser 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. Gasser stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Gasser's license as a broker-associate, no. 2010029227, and license as a broker, no. 2004027098, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended.

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

1. On February 25, 2013, in the case of *Missouri Real Estate Commission v. Charles Gasser*, case no. 10-1733 RE, the Missouri Administrative Hearing Commission issued a decision, setting forth findings of fact and conclusions of law, in which it concluded that there is cause to discipline Gasser's licenses under § 339.100.2(2),(3),(4),(12),(15),(16),(19), and (20) (referred to herein as the

“Decision”). A true and accurate copy the Decision is attached to as Exhibit A and adopted and incorporated herein by reference.

2. After the Administrative Hearing Commission rendered the Decision, the MREC held a disciplinary hearing to determine what, if any, discipline to impose against the broker and broker-associate licenses held by Gasser. Gasser was present with counsel, Kenton Snow, and had the opportunity to hear the charges against him and to present testimony and evidence on his behalf in mitigation of the discipline.

3. After the disciplinary hearing was concluded, but before the MREC had determined what, if any, disciplinary action to take against Gasser’s broker and broker-associate licenses, the MREC and Gasser agreed to the terms of settlement that are embodied in Section II of this Settlement Agreement. Gasser is knowingly and voluntarily waiving his right to a formal decision from the Missouri Real Estate Commission, as well as those rights set forth in the introduction to this Settlement Agreement.

## **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 §§ 621.045.4 and 621.110, RSMo Supp. 2012.

4. **Gasser is subject to a civil penalty and Gasser's licenses are suspended, followed by a period of probation.** Gasser agrees to pay a **CIVIL PENALTY OF \$2,500** and Gasser's licenses as broker-associate, no. 2010029227, and license as a broker, no. 2004027098, are hereby **SUSPENDED** for a period of **6 MONTHS**, and shall immediately thereafter be placed on **PROBATION** for a period of **5 YEARS**. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Gasser shall not be entitled to practice as a broker and/or broker-associate pursuant to §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo. During the period of probation, Gasser shall be entitled to practice as a broker and/or broker-associate under §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, provided Gasser adheres to all the terms of this Settlement Agreement.

5. **Terms and conditions of the civil monetary penalty:** The terms and conditions of the civil monetary penalty are as follows

A. Gasser agrees to pay a civil penalty of \$2,500. Said penalty is authorized under § 339.205, RSMo Supp. 2012.

B. Gasser agrees to pay the \$2,500 civil penalty by certified check made payable to the "Missouri Real Estate Commission, State of Missouri" and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. Gasser shall postmark and mail or hand deliver said check within sixty (60) days of the date when this Settlement Agreement becomes effective.

C. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. Section 339.205.8, RSMo. Supp. 2012.

D. In the event the MREC determines that Gasser has failed to pay any portion of the \$2,500 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who “may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed” under § 339.205.4, RSMo Supp. 2012; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Gasser’s license under § 324.042, RSMo. Supp. 2012; and (3) deny, discipline, or refuse to renew or reinstate Gasser’s license under § 339.205.7, RSMo Supp. 2012.

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

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

B. Gasser 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, Gasser shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Gasser may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Gasser applies for a real estate license after surrender, Gasser 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 Administrative Hearing Commission's Decision.

C. Gasser 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. Gasser 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, Gasser shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement, including allowing the MREC to audit his real estate activities.

F. Gasser 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 Gasser's licenses as a real estate broker-associate and/or broker under § 339.532.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

7. Upon the expiration of the disciplinary period, the license of Gasser shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Gasser 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 Gasser's license.

8. 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.

9. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Gasser of §§ 339.010 to 339.205 and 339.710 to 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 the Decision that are either now known to the MREC or may be discovered.

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

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

13. 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.

14. 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.

15. Gasser, 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.

16. Gasser understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Gasser's license. If Gasser desires the Administrative Hearing Commission to review this Settlement Agreement, Gasser 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.

17. If Gasser 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 Gasser'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 Gasser as allowed by law. If Gasser does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the MREC.

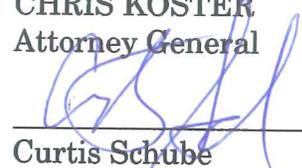
LICENSEE

  
\_\_\_\_\_  
Charles Gasser  
Date: 8/31/13

MISSOURI REAL ESTATE  
COMMISSION

  
\_\_\_\_\_  
Janet Carder, Executive Director  
Date: 9/18/13

CHRIS KOSTER  
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