Governor Eric R. Greitens
State of Missouri

DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
and Professional Registration
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Kathleen (Katie) Steele Danner
Division Director

Terry W. Moore
Executive Director

April 26, 2018

KYMBERLY N GRIGGSBY
AUI REALTY LLC
1012 MAIN ST
GRANDVIEW MO 64030

Re: Request for early termination of your probation

Dear Ms. Griggsby:

This correspondence is to advise you that the Commission considered at its meeting held on April 4, 2018, your request for early termination of the probation for your real estate broker-associate and brokerage licenses.

I am pleased to inform you that the Commission granted your request for early termination of probation. The effective ending date of probation was the day of the meeting, April 4, 2018.

If you have questions about this letter, please call (573) 751-2628 and select option 5.

Sincerely,

Terry Moore

Terry W. Moore
Executive Director

TWM/kb

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND AUI REALTY LLC
d/b/a AUI REALTY AND KYMBERLY N. GRIGGSBY

Come now AUI Realty LLC ("AUI" and/or "Licensee") and Kymberly N. Griggsby ("Griggsby" and/or "Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether AUI's license as a real estate association and Griggsby's licenses as a real estate broker associate and broker officer will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,[1] the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensees AUI and Griggsby 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 against them proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against them; the right to present evidence on their own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against them and, subsequently, the right to a disciplinary hearing before the Commission at which time they may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against their licenses. Being aware of these rights provided them by operation of law, AUI and Griggsby knowingly and voluntarily waive each and every one of these rights and freely enter into this settlement agreement and agree to abide by the terms of this document, as they pertain to them.

AUI and Griggsby acknowledge that they have received a copy of the documents relied upon by the Commission in determining there was cause to discipline their licenses, along with citations to law and/or regulations the Commission believes were violated.

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[1] All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

For the purpose of settling this dispute, AUI and Griggsby stipulate that the factual allegations contained in this settlement agreement are true and stipulate with the Commission that their licenses, numbered 2013006937 (AUI) and 2005030469 and 2014037135 (Griggsby) are subject to disciplinary action by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, AUI, holds an active real estate association license from the Commission, license number 2013006937. Licensee's license expires June 30, 2016. Licensee's license was current and active at all relevant times herein. Licensee Griggsby is the designated broker for AUI.

3. Licensee, Griggsby, holds an active broker associate license from the Commission, license number 2005030469. Licensee's broker associate license expires June 30, 2016. Licensee's broker associate license was current and active at all relevant times herein. Griggsby also holds an active broker officer license from the Commission, license number 2014037135. Licensee's broker officer license expires June 30, 2016. Licensee's broker officer license was current and active at all times after May 14, 2014.

4. On April 15-17, 2015, the Commission conducted a random audit of Licensees' licenses. The audit revealed numerous violations of Chapter 339 and regulations promulgated thereunder:

a. Licensees engaged in untrustworthy or improper business dealings in violation of section 339.100.2(19), RSMo.

   i. Cash receipts did not match deposits.

   ii. Cash withdrawals of approximately $32,000 could not be related to a property because the broker did not maintain a cash disbursement record between March 2014 and December 2014.

b. Licensees engaged in comingling of funds in the property management account on eleven (11) instances, in violation of section 339.105.1, RSMo.

i. Brokerage bills were paid out of the property management account on ten (10) instances.

ii. Personal bills were paid out of the property management account in one (1) instance.

c. Shortages of $1,001.19 were identified in Licensee's property management account, in violation of section 339.105.1, RSMo.

i. An amount of $397.82, due to brokerage and personal bills, was paid out of the property management account.

ii. An amount of $65.00 was due to expense paid, but was not booked to owner.

iii. An amount of $538.37 was due to bank fees paid and no broker funds in the account.

d. The property management escrow account, account number ending 2592, was not registered with the Commission at the time of the audit, in violation of section 339.105.2, RSMo and 20 CSR 2250-8.220(7). The account was subsequently registered with the Commission on May 22, 2015.

e. In violation of section 339.105.3, the broker did not maintain records necessary to determine the adequacy of the property management escrow account, due to the following:

i. The broker did not retain deposit tickets or deposit receipts.

ii. The broker did not maintain a record of deposits made between April 1 and December 18, 2014.

iii. The cash receipts from the broker's receipt book did not match cash reported to the owners. Licensee DeCrumpe, a salesperson associated with Licensees, stated overages with the cash receipts could be late fees that she thought the brokerage could keep (late fees were not addressed in the management agreements). The broker did not keep a record of late fee transactions and did not report the late fees collected on owner statements. Examiners were unable to determine if the late fees were deposited into the escrow account due to inadequate records.

iv. The broker did not maintain a record of cash withdrawals/disbursements between April 1 and December 2, 2014.

v. The broker did not maintain a record of cash withdrawals/disbursements between April 1 and December 15, 2014.

vi. No related transaction was indicated on each check written, the corresponding check stub or other record of disbursement on numerous occasions.

vii. The broker failed to retain invoices and receipts from vendors in four (4) instances.

viii. The broker failed to maintain sufficient records to determine the adequacy of management fees taken during the auditing period. The broker did not keep a record of management fees taken and stated that the management fees were in the account on the audit cut-off date but did not know how much. The broker also stated that management fees were occasionally taken from cash deposits but the broker had no records of any amounts,

ix. The broker stated that application fees were collected but had no records of the amount or when they were deposited (such fees were not addressed in the management agreement).

x. Bank fees were charged each month during the audit period. The broker stated that the brokerage funds were not deposited at any time, either as an initial deposit or as a reimbursement for bank fees.

xi. Questionable liability figures were provided by the broker due to software problems.

f. In violation of section 339.105.3, RSMo, the broker failed to maintain sufficient records to determine the adequacy of management fees taken during the audit period (the broker did not keep a record of management fees taken and stated that management fees were in the account on the audit cut-off date but did not know how much The broker also stated that management fees were occasionally taken from cash deposits but had no record of any amounts), in violation of section 339.105.3, RSMo.

g. In six (6) instances, the management agreement did not include the licensee's duties and responsibilities, in violation of sections 339.720.1 and 339.780.2, RSMo and 20 CSR 2250-8.090(9)(F).

h. The broker failed to perform the terms of the written agreement with the landlord on numerous instances, in violation of section 339.730.1, RSMo

   i. Management fees, less then specified in the written agreement, were charged on numerous occasions.

i. The licensee entered into an agreement which authorized a relationship that was not identified in the broker's written policy on agency relationships, in violation of section 339.760.1, RSMo.

j. On six (6) instances, the management agreement with the landlord did not contain a statement which permits or prohibits an offer of subagency, in violation section 339.780.2, RSMo and 20 CSR 2250-8.090(9)(G).

k. On six (6) instances, the management agreement did not specify the required minimum services, in violation of section 339.780.7, RSMo.

l. All the terms and conditions under which the property could be sold, including the limited home warranty, were not contained in the listing agreement, in violation of 20 CSR 2250-8.090(4)(A)14.

m. On fourteen (14) instances, the management agreement did not specify whether security deposits and prepaid rents would be held by the broker or the owner, in violation of 20 CSR 2250-8.090(9)(C).

n. On six (6) instances, the management agreement did not include a statement which permits or prohibits the licensee from acting as a dual agent, in violation of 20 CSR 2250-8.090(9 (H).

o. On six instances, the management agreement did not include a statement which permits or prohibits the licensee from acting as a transaction broker, in violation of 20 CSR 2250-8.090(9)(i).

p. On six (6) instances, the management agreement did not specify whether or not the designated broker is authorized to cooperate with and compensate other designated brokers, in violation of 20 CSR 2250-8.090(9)(J)

q. On six (6) instances, the management agreement failed to contain a statement which confirms the landlord received a Broker Disclosure Form, in violation of 20 CSR 2250-8.090(9)(K).

r. On seven (7) instances, the licensee's brokerage relationship was not disclosed in writing, in violation of 20 CSR 2250-8.096(1).

   i. To the buyer on one (1) instance.

   ii. To the tenant on six (6) instances.

s. On one (1) instance, all terms and conditions were not specified in the offer to purchase, in violation of 20 CSR 2250-8.100(1).

   i. The financing terms.

t. On three (3) instances, the contract did not specify who was to hold earnest money, in violation of 20 CSR 2250-8.100(1).

   i. Licensee Kymberly N. Griggsby in one (1) instance.

   ii. Licensed salesperson DeCrumpe, in two (2) instances.

u. On numerous instances, the broker failed to retain records, in violation on 20 CSR 2250-8.160(1).

   i. Deposit tickets or receipts were not retained on numerous instances.

   ii. Cash withdrawal receipts were not retained on numerous instances.

   iii. Invoices and vendor receipts were not retained in four (4) instances.

   iv. Voided checks were not retained in eleven (11) instances.

v. On three (3) instances, the broker disbursed funds from the property management escrow account when the owner's account balance was not sufficient to cover the disbursement, in violation of 20 CSR 2250-8.220(1).

5. Section 339.100.2, RSMo, states, in relevant part:

> 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:
>
> ...
>
> (19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

6. Section 339.105, RSMo, states, in relevant part:

1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover charges related to the account.

2. Each broker shall notify the commission of his or her intent not to maintain an escrow account, or the name of the financial institution in which each escrow or trust account is maintained, the name and number of each such account, and shall file written authorization directed to each financial institution to allow the commission or its authorized representative to examine each such account; such notification and authorization shall be submitted on forms provided therefor by the commission. A broker shall notify the commission within ten business days of any change of his or her intent to maintain an escrow account, the financial institution, account numbers, or change in account status.

3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

7. Section 339.720, RSMo, states in relevant part:

1. A licensee's general duties and obligations arising from the limited agency relationship shall be disclosed in writing to the seller and the buyer or to the landlord and the tenant pursuant to sections 339.760 to 339.780. Alternatively, when engaged in any of the activities enumerated in section 339.010, a licensee may act as an agent in any transaction in accordance with a written agreement as described in section 339.780.

8. Section 339.730, RSMo, states, in relevant part:

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(1) To perform the terms of the written agreement made with the client[.]

9. Section 339.760, RSMo, states:

Every designated broker who has affiliated licensees shall adopt a written policy which identifies and describes the relationships in which the designated broker and affiliated licensees may engage with any seller, landlord, buyer, or tenant as part of any real estate brokerage activities.

10. Section 339.780, states in relevant part:

...

2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

...

7. All exclusive brokerage agreements shall specify that the broker, through the broker or through one or more affiliated licensees, shall provide, at a minimum, the following services:

(1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's property or the property the client or customer seeks to purchase or lease;

(2) Assisting the client or customer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and

(3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

11. Regulation 20 CSR 2250-8.090 states, in relevant part:

...

(4) Seller's/Lessor's Agency (Sale/Lease Listing) Agreement.

(A) Every written listing agreement or other written agreement for brokerage services shall contain all of the following:

...

14. All other terms and conditions under which the property is to be sold, leased, or exchanged.

...

(9) Every written property management agreement or other written Authorization between a broker and the owners of the real estate shall:

...

(C) Specify whether security deposits and prepaid rents will be held by the broker or the owner;

...

(F) Include the licensee's duties and responsibilities;

(G) Contain a statement which permits or prohibits the designated broker from offering subagency (not applicable for transaction broker agreements);

(H) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a disclosed dual agent and if permitted, the duties and responsibilities of a dual agent;

(I) Contain a statement which permits or prohibits the designated broker and/or affiliated licensee from acting as a transaction broker and if permitted, the duties and responsibilities of a transaction broker;

(J) Include specification of whether or not the designated broker is authorized to cooperate with and compensate other designated brokers acting pursuant to any other brokerage relationship as defined by sections 339.710 to 339.860, RSMo, including but not limited to tenant's agents and/or transaction brokers;

(K) Contain a statement which confirms that the landlord received the Broker Disclosure Form prescribed by the commission:

1. On or before the signing of the brokerage relationship agreement; or

2. Upon the licensee obtaining any personal or financial information, Whichever occurs first;

12. Regulation 20 CSR 2250-8.096(1) states, in relevant part:

(1) Licensees acting with or without a written agreement for brokerage services pursuant to required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed

and dated by each party to the real estate transaction.

(A) Written confirmation must—

1. Identify the licensee's brokerage relationship;

2. Identify the source or sources of compensation;

3. Confirm that the brokerage relationships, if required by rule or regulation, were disclosed to the seller/landlord and/or buyer/tenant or their respective agents and/or transaction brokers no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship;

4. Confirm the seller's/landlord's and buyer's/tenant's receipt of the Broker Disclosure Form prescribed by the commission;

5. Be signed and dated by the seller/landlord and buyer/tenant. If the landlord has entered into a written property management agreement pursuant to 20 CSR 2250-8.200–20 CSR 2250-8.210, the landlord shall not be required to sign the written confirmation; and

6. Be signed and dated by the disclosing licensees on or before the contract date. If a landlord's agent or transaction broker is conducting property management pursuant to 20CSR 2250-8.200–20 CSR 2250-8.210, the unlicensed office personnel may, in their performance of the duties enumerated in 339.010.5(5)(a)–(e), sign the written Confirmation on behalf of the landlord's agent or transaction broker.

(B) A signed copy shall be given to the seller/landlord and buyer/tenant and a signed copy shall be retained by the disclosing licensee's broker. If any party to the real estate transaction refuses to sign the confirmation, the licensee working with that party pursuant to 339.710 to 339.860, RSMo, shall set forth, sign and date a written explanation of the facts of refusal and the explanation shall be retained by the licensee's broker.

13. Regulation 20 CSR 2250-8.100 states, in relevant part:

(1) Every licensee shall make certain that all of the terms and

conditions authorized by the principal in a transaction are specified and included in an offer to sell or buy and shall not offer the property on any other terms. Every written offer shall contain the legal description or property address, or both, and city where the property is located, or in the absence of, a clear description unmistakably identifying the property.

14. Regulation 20 CSR 2250-8.160 states, in relevant part:

(1) Every broker shall retain for a period of at least three (3) years true copies of all business books; accounts, including voided checks; records; contracts; brokerage relationship agreements; closing statements and correspondence relating to each real estate transaction that the broker has handled. The records shall be made available for inspection by the commission and its authorized agents at all times during usual business hours at the broker's regular place of business. No broker shall charge a separate fee relating to Retention of records.

15. Regulation 20 CSR 2250-8.220 states, in relevant part:

(1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owner(s) or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.

16. Licensees' conduct, as described in paragraph 4a through 4v above, constitutes cause to discipline Licensees' licenses.

17. Cause exists for the Commission to take disciplinary action against Licensees' licenses under § 339.100.2(15), (16) and (19), RSMo, which states in pertinent part:

2. 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:

...

(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 any lawful

rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

...

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

Joint Agreed Disciplinary Order

18. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

19. The terms of discipline shall include that **Licensee AUI's license as a real estate association and Licensee Griggsby's licenses as a real estate broker associate and broker officer shall be placed on probation for a period of three (3) years.** During the period of **probation** on their licenses, AUI and Griggsby shall be entitled to practice as a real estate association and real estate broker associate and broker officer provided they adhere to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

20. **Terms and conditions of the disciplinary period.** Terms and conditions of the disciplinary period are as follows:

Specific Terms

a. Quarterly CPA reports shall be submitted to the MREC during the first year of the disciplinary period.

General Terms

a. Licensees shall keep the MREC apprised at all times in writing of their current addresses and telephone numbers at each place of residence and business. Licensees shall notify the MREC in writing within ten days of any change in this information.

b. Licensees shall timely renew Licensees' licenses, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain their licenses in a current and

active state. During the disciplinary period, Licensees shall not place their licenses 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, Licensees may surrender their real estate licenses by submitting a letter to the MREC. If Licensees apply for a real estate license after surrender, Licensees shall be required to requalify as if original applicants. 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. Licensees shall meet in person with the MREC or its representative at any such time and 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. Licensees shall immediately submit documents showing compliance with the requirements of this Order to the MREC when requested by the MREC or its designee.

e. During the probationary period, Licensees shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensees shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the MREC; 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.

g. Licensee Griggsby shall report to the MREC each occurrence of Licensee Griggsby's being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

21. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.

22. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Licensees of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.

23. All parties agree to pay all their own fees and expenses incurred as a result of this case, its settlement or any litigation.

24. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

25. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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.

26. Licensees, together with Licensees' heirs and assigns, and Licensees' attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

27. If no contested case has been filed against Licensees, Licensees have the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees may submit this request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

28. If Licensees have requested review, Licensees and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining

Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees' licenses. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensees' licenses, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensees as allowed by law. If the Licensees do not submit the agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

LICENSEES

AUI Realty LLC
Kymberly N. Griggsby, Designated Broker

Kymberly N. Griggsby

Date 03/07/2016

COMMISSION

Joseph Denkler
Executive Director
Missouri Real Estate Commission

Date 3/9/2016.