

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
DOUGLAS HILBERT

Douglas Hilbert (Hilbert) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Hilbert's license as a real estate salesperson, no. 2010034004, is 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 Supp. 2011. The MREC and Hilbert jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Hilbert acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; 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

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

against him at the hearing; the right to present evidence on his 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 him; 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 Hilbert 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, Hilbert 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.

Hilbert 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. Hilbert stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Hilbert's license as a real estate salesperson, license no. 2010034004, is

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 Hilbert in Part II herein is based only on the agreement set out in Part I herein. Hilbert 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 Hilbert herein jointly stipulate to the following:

1. The Missouri Real Estate Commission is an agency of the State of Missouri created and established pursuant to § 339.120, RSMo Supp. 2011, for the purpose of executing and enforcing provisions of §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended.
2. Douglas Hilbert is licensed by the MREC as a salesperson, license no. 2010034004. Hilbert was first licensed on or around September 17, 2010, and his license has remained current and active since it was issued.

3. Integrated Property Solutions, LLC (Integrated) is licensed by the MREC as a real estate association, license no. 2010008124. Integrated was first licensed on or around March 10, 2010. Hilbert is currently a salesperson with Integrated. Hilbert also is currently, and was at all relevant times herein, the owner and registered agent of Integrated.

4. During September 1-2, 7, 9-10, and 13, 2010, the MREC examined the real estate records of Integrated for the period of September 2009, through September 2010.

5. During the audit period, Hilbert engaged in unlicensed activity by actively participating in the supervision of the real estate brokerage business of Integrated, without holding the appropriate broker's license, including, but not limited to, property management services provided by Integrated.

6. Hilbert engaged in unlicensed activity and assisted and enabled Integrated to engage in unlicensed activity, by signing a management agreement with Surreal Properties, LLC dated March 1, 2010, that was effective and signed prior to Integrated receiving its real estate association license on March 10, 2010.

7. Hilbert engaged in unlicensed activities by signing the management agreements on behalf of Integrated with the following parties

as an unlicensed officer of the corporation, prior to receiving his license on or about September 17, 2010:

- i. Mary A. Keaton, agreement dated August 1, 2010;
- ii. Surreal Properties, LLC, agreement dated March 1, 2010;
- and
- iii. Neal and Susan Wightman, agreement dated June 9, 2010.

8. From on or about March 1, 2010, through September 16, 2010, Hilbert engaged in the unlawful practice of real estate without a license by managing the real property of Mary A. Keaton, Surreal Properties, LLC, and Neal and Susan Wightman.

9. Section 339.040.1, RSMo, states:

Licenses shall be granted only to persons who present, and corporations, associations, or partnerships whose officers, associates, or partners present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

10. Hilbert's conduct, as stipulated to herein, is a violation of § 339.020, RSMo, which states:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.

11. Hilbert's conduct, as stipulated to herein, is a violation of § 339.100.2(15), (16), and (23), RSMo, which state:

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*;

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

* * *

(23) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated under sections 339.010 to 339.180 and sections 339.710 to 339.860* who is not registered and

currently eligible to practice under sections 339.010 to 339.180 and sections 339.710 to 339.860*[,]

12. Hilbert's conduct, as stipulated to herein, is a violation of § 339.180.1, RSMo, which states:

1. It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required.

13. Hilbert's conduct, as stipulated to herein, is a violation of § 339.200.1(1), RSMo, which states:

1. It shall be unlawful for any person not holding the required license from the commission to perform any act for which a license is required by sections 339.010 to 339.180 and sections 339.710 to 339.860. The commission may cause a complaint to be filed with the administrative hearing commission, as provided in chapter 621, against any unlicensed person who:

(1) Engages in or offers to perform any act for which a license is required by sections 339.010 to 339.180 and 339.710 to 339.860.

14. Hilbert's conduct, as stipulated to herein, is a violation of Rule 20 CSR 2250-4.070(2), which states:

(2) Before a broker license will be issued to a partnership, association, or corporation, each partner in a partnership or each associate in an association or each officer of a corporation, who actively participates in the supervision of the real estate brokerage business of the firm, as defined in the license law, shall hold the appropriate broker license and each broker-salesperson or salesperson associated with the

firm who engages in activities defined in the license law shall hold the appropriate license.

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 Supp. 2011.

Civil Monetary Penalties

1. Hilbert agrees to pay a civil penalty of \$2,500. Said penalty is authorized under § 339.205, RSMo Supp. 2011.
2. Hilbert agrees to pay his \$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. Hilbert shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.
3. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and Section 339.205.8, RSMo Supp. 2011.

4. In the event the MREC determines that Hilbert 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. 2011; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Hilbert's license under § 324.042, RSMo Supp. 2011; and (3) deny, discipline, or refuse to renew or reinstate Hilbert's license under § 339.205.7, RSMo Supp. 2011.

5. 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.

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

7. 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.

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

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

10. 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.

11. 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.

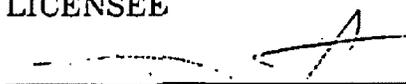
12. Hilbert, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from 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.

13. Hilbert understands that he 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 Hilbert's license. If Hilbert desires the Administrative Hearing Commission to review this Settlement Agreement, Hilbert 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.

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

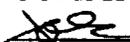
LICENSEE



Douglas Hilbert

Date: 6/18/12

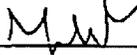
MISSOURI REAL ESTATE
COMMISSION



Janet Carder, Executive Director

Date: July 24, 2012

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