

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION AND MANSUETO A. LENCI**

Come now Mansueto A. Lenci ("Lenci" or "Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Lenci's license as a real estate salesperson will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> 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 Licensee's license, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's 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 Licensee and, subsequently, the right to a disciplinary hearing before the Commission at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's licenses. Being aware of these rights provided Licensee by operation of law, Licensee 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 Licensee.

Licensee acknowledges that Licensee has received a copy of the documents relied upon by the Commission in determining there was cause to discipline Licensee's license, along with citations to law and/or regulations the Commission believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Commission that Licensee's salesperson license, numbered 2013018103 is 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.

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<sup>1</sup> All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

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, Mansueto A. Lenci, holds a salesperson license from the Commission, license number 2013018103. The Commission issued Licensee's license on May 22, 2013. Licensee's license expires September 30, 2016. Licensee's salesperson license was not, as discussed below, at all times relevant herein current and active.

3. On November 21, 2013, Licensee's license was suspended by operation of law pursuant to Section 324.010, RSMo, for failure to pay and/or file state taxes. Licensee's license was reinstated on August 17, 2015 after coming into compliance with the Missouri Department of Revenue. Licensee's license was affiliated with Marian Bredenkoetter as his broker.

4. In order to reinstate his license, the Commission required Licensee to submit a statement attesting whether or not he conducted any real estate activity while his license was suspended. Licensee stated that he did not conduct any sales during the suspension but he had conducted property management through the "handyman" business he operates.

5. The Commission's investigation of Licensee's property management activities during the period of suspension revealed:

- a. Licensee admitted he managed approximately eleven properties for others during the relevant time. He identified his compensation as 8% of the gross rents collected and 50% of the first month's rent when he leased one of the properties.
- b. Licensee stated that he collected the rent, deposited it into his personal account, deducted the expenses and sent the remainder to the owners.
- c. Licensee provided the Commission with documentation related to his property management services while his license was suspended.
- d. Licensee stated he would no longer conduct any type of property management for others unless he was able to find a broker.

- e. S.S., a witness interviewed by the Commission, confirmed that Licensee managed her property in Kansas City beginning August 2015. She stated Licensee collected the rent, took care of maintenance and sent her the proceeds after deducting his fee and costs. She stated she did not have a written agreement with him and did not know the amount of his fee.
- f. J.B., also a witness interviewed by the Commission, also confirmed Licensee managed his property in Grandview, Missouri and had done so since early 2015. He stated he did not have a written agreement and did not know Licensee's fee.

6. Bredenkoetter was not aware that Licensee was conducting property management and stated that she had no interest in being associated with property management. Bredenkoetter returned Licensee's license to the Commission on March 2, 2016.

7. Licensee's license went to cancelled status on March 30, 2016 because Licensee did not transfer his license to another broker after Bredenkoetter returned it or put it on inactive status.

8. Section 339.020, RSMo, states, in relevant part:

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.

9. Section 339.040, RSMo, states, in relevant part:

1. Licenses shall be granted only to persons who present, and corporations, associations, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business 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 broker salesperson in such a manner as to safeguard the interest of the public.

10. 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 339.750 to 339.780.

11. 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;
- (2) To exercise reasonable skill and care for the client;
- (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
  - (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease;
  - (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent to lease;
  - (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
  - (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;
- (4) To account in a timely manner for all money and property received;
- (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and
- (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

12. Regulation 20 CSR 2250-8.200(1) states, in relevant part:

When managing property a licensee shall not rent or lease, offer to rent or lease, negotiate, or offer or agree to negotiate, the rent or lease, list or offer to list for lease or rent, assist or direct in procuring of prospects calculated to result in the lease or rent, assist or direct in the negotiation of any transaction calculated or intended to result in the lease or rent, or show that property to prospective renters or lessees unless the

licensee's broker holds a current written property management agreement or other written authorization signed by the owner of the real estate or the owner's authorized agent.

13. Licensees' conduct, as described in paragraphs 3 through 7 above, providing real estate services without a current and active license, constitutes cause to discipline Licensee's licenses.

14. Cause exists for the Commission to take disciplinary action against Licensee's licenses under § 339.100.2(15), (19), and (23), 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\*;

...

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

...

(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\*[,]

Joint Agreed Disciplinary Order

14. 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.

15. The terms of discipline shall include that:

Specific Terms:

a. **Licensee's licenses shall be on probation for a period of three (3) years.** Lenci's real estate salesperson license is hereby placed on PROBATION for a period of three (3) years. During the period of probation on his license, Lenci shall be entitled to practice as a real estate salesperson provided he adheres to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

b. **Licensee shall pay a civil penalty in the amount of \$500.00 pursuant to § 339.100.3, RSMo.** Licensee must pay a civil penalty in the amount of \$500 by **certified check** made payable to the "Missouri Real Estate Commission" and mailed to the Missouri Real Estate Commission, PO Box 1339, Jefferson City, MO 65102-1339. Said check must be postmarked or hand delivered within 60 days of the execution of this Settlement Agreement. Funds received pursuant to this Order shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and Section 339.205.8, RSMo. Respondent's failure to pay the full amount of the \$500 civil penalty within sixty days of the effective date of this Order shall constitute a violation of this Order.

**General Terms:**

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

b. Licensee shall timely renew Licensee's license, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain Licensee's license in a current and active state. During the disciplinary period, Licensee shall not place Licensee's license 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, Licensee may surrender Licensee's real estate license by submitting a letter to the MREC. If Licensee applies for a real estate license after surrender, Licensee 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 this Settlement Agreement.

c. Licensee 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. Licensee 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, Licensee shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensee 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 shall report to the MREC each occurrence of Licensee 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.

16. 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.

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

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

19. 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.

20. 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.

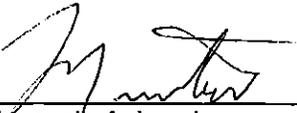
21. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, 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.

22. If no contested case has been filed against Licensee, Licensee has 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 Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee 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.**

23. If Licensee has requested review, Licensee 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 Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, 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 Licensee does not submit the agreement to the

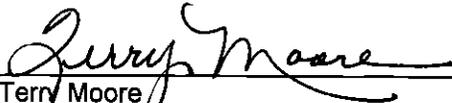
Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

**LICENSEE**

  
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Mansueto A. Lenci

Date 7-2-16

**COMMISSION**

  
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Terry Moore  
Executive Director  
Missouri Real Estate Commission

Date Sept. 27, 2016