

**SETTLEMENT AGREEMENT BETWEEN MISSOURI REAL ESTATE  
COMMISSION AND PLATINUM REALTY GROUP, LLC**

Platinum Realty Group LLC, (“Platinum Realty”) and the Missouri Real Estate Commission (“MREC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Platinum Realty’s real estate association license, number 2006014563, will be subject to discipline. Pursuant to § 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 and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo. The MREC and Platinum Realty jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Platinum Realty acknowledges that it understands the various rights and privileges afforded to it by law, including the right to a hearing of the charges against it; 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 against them at the hearing; the right to present evidence on its own 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 it; 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 Platinum Realty may present evidence

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<sup>1</sup> All statutory citations are to the 2016 Revised Statutes of Missouri, as amended, unless otherwise noted.

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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 Platinum Realty by law, Platinum Realty 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 Platinum Realty.

Platinum Realty acknowledges that it 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. Platinum Realty stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Platinum Realty's license as a real estate association, license no. 2006014563, 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 Platinum Realty in Part II herein is based only on the agreement set out in Part I herein. Platinum Realty understands that the MREC may take further disciplinary action against it 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 Platinum Realty jointly stipulate to the following:

1. The Missouri Real Estate Commission (“MREC”) is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo, as amended, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, relating to real estate salespersons and brokers.

2. Licensee Platinum Realty Group LLC, (“Platinum Realty”) is licensed by the MREC as a real estate association, license number 2006014563. This license is current and active and was so at all times relevant herein.

3. Licensee Michael Gerard Gibson (license number 2001033196) was the designated broker for Platinum Realty at all times relevant herein. Licensee Nancy Kamp is the current designated broker for Platinum Realty.

4. Barbara S. Heise, a broker salesperson (license number 2006014563) changed offices from Platinum Realty to Results Realty in 2014, but her transfer was not processed by the MREC until 2016 due to Platinum Realty’s failure to process the transfer, and failure to notify the MREC of the termination of its association with Heise, and failure to return Heise’s license to the MREC.

5. Platinum Realty’s conduct as described above constitutes the failure to notify the MREC of the termination of the association of a broker-salesperson or salesperson, and the failure to return that licensee’s license to the MREC within 72 hours, as required under

20 CSR 2250-4.050(3), and is cause to discipline Platinum Realty's real estate licenses under the provisions of § 339.020, RSMo, pursuant to § 339.100.2(15), RSMo, as set forth below.

6. Section 339.100.2(15), RSMo, states:

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:

(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\*.[.]

7. Regulation 20 CSR 2250-4.050(3) states relevant part:

Within seventy-two hours of the termination of the association of any broker-salesperson or salesperson, a broker shall notify the commission and shall return to the commission that licensee's 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 §§ 621.045.4 and 621.110, RSMo.

8. **Platinum Realty Group LLC shall pay a civil penalty in the amount of \$1,000.00 pursuant to § 339.100.3.** The civil penalty shall be made by certified check payable to the “Missouri Real Estate Commission” and mailed to the Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. The check must be postmarked or hand delivered within 60 days of the effective date 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 § 339.201.8, RSMo. Respondent’s failure to pay the full amount of the \$1,000.00 civil penalty within 60 days of the effective date of this Order shall constitute a violation of this Order

9. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Platinum Realty 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 this Settlement Agreement that are either now known to the MREC or may be discovered.

11. The parties agree to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

12. 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.

13. 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.

14. Platinum Realty, together with its partners, heirs, members, managers, 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

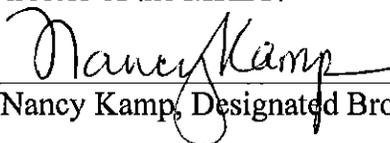
or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

15. Platinum Realty understands that it 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 their licenses. The request for review may be submitted to: Administrative Hearing Commission, United States Post Office Building, Third Floor, 131 W. High Street, P.O. Box. 1557, Jefferson City, Missouri 65102.

16. If Platinum Realty 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 the licenses. 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 Platinum Realty as allowed by law. If Platinum Realty 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.

LICENSEES

Platinum Realty Group, LLC

By:   
Nancy Kamp, Designated Broker

Missouri Real Estate Commission



Terry Moore, Executive Director

Date: JUNE 21, 2019

Date: 6/10/19

ERIC S. SCHMITT  
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*/s/ Ross Keeling*

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