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Governor
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Commerce & Insurance
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MISSOURI REAL ESTATE COMMISSION

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Terry W. Moore
Executive Director
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July 31, 2020

Monica Dianne Ryland
ReCon Realty Plus LLC
3815 Melstone Ct
Florissant MO 63034

Re: Probation Ending

Dear Ms. Ryland:

On June 15, 2019, a Settlement Agreement was entered into by you, Monica Dianne Ryland, ReCon Realty Plus LLC, and the Missouri Real Estate Commission. Your Broker Associate license number 2003028032 and Entity license number 2014016447, was placed on probation until July 31, 2020 along with other requirements set forth in the Settlement Agreement.

As of July 31, 2020 you have completed the probation and the requirements imposed against your real estate Brokers Associate and Entity license. Therefore, both licenses are no longer on probation.

If you have any questions, I can be reached at 573-751-2628, option #4.

Sincerely,


DeWayne Hickey
Enforcement Supervisor

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND
RECON REALTY PLUS LLC AND MONICA DIANNE RYLAND

Monica Dianne Ryland (“Ryland”), ReCon Realty Plus LLC, (“ReCon Realty”) and the Missouri Real Estate Commission (“MREC”) enter into this Settlement Agreement for the purpose of resolving the question of whether Ryland’s real estate broker-associate license number 2003028032, and ReCon Realty’s real estate association license number 2014016447, will be 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. 2013. The MREC, Ryland, and ReCon Realty jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Ryland and ReCon Realty 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 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 their 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 them; the right to a ruling on questions of law by the

¹ All statutory citations are to the 2016 Revised Statutes of Missouri unless otherwise noted.

Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Ryland and ReCon Realty 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 them by law, Ryland and ReCon Realty 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.

Ryland and ReCon Realty acknowledge that they have 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. Ryland and ReCon Realty stipulate that the factual allegations contained in this Settlement Agreement are true and stipulate with the MREC that Ryland's licenses as a real estate broker-associate, license number. 2003028032, and ReCon Realty's license as a real estate association, license no. 2014016447, are 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, Ryland, and ReCon Realty in Part II herein is based only on the agreement set out in Part I herein. Ryland and ReCon Realty understand that the MREC may take further disciplinary action against them 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, Ryland, and ReCon 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 ReCon Realty Plus LLC, (“ReCon Realty”) is licensed by the MREC as a real estate association, license number 2014016447. This license is current and active and was so at all times relevant herein.

3. Monica Dianne Ryland (“Ryland”) is licensed by the MREC as a real estate broker-associate, license number 2003028032. This license is now current, and with the exceptions set forth below, was current and active at all times relevant herein.

4. On or about June 27, 2017, the MREC determined, based on a review of MREC records, that Ryland had not submitted a 2016-2018 renewal application for ReCon Realty. The MREC instructed Ryland to send the renewal for ReCon Realty along with the \$250 renewal fee and \$200 delinquent fee.

5. Regarding her broker associate license, the MREC determined that it received her renewal fee on May 4, 2016, but rejected the application and sent it back to her because Ryland did not respond to two of the application questions. The MREC gave Ryland three weeks, until July 22, 2016, to resubmit the application. The MREC then

received the application on August 3, 2016, and again rejected the application because it was received past the deadline, and required submission of a late fee.

6. On or about June 29, 2017, the MREC received the completed renewal application forms for Ryland and ReCon Realty, and all required fees. On July 27, 2017, the MREC received a letter from Ryland disputing that she owed the \$200 late fee for her renewal application. Ryland requested return of the late fees. At its August 2017 meeting the MREC rejected the request for the refund of the late fees.

7. As a result of Ryland's failure to timely renew the applications, the MREC conducted a review of any activity Ryland and ReCon Realty conducted during the approximately one year that they did not have current and active licenses. The information revealed that between July 1, 2016, and July 3, 2017, Ryland conducted three transactions as the buyer agent and earned \$9,717.39 as a result of those transactions.

8. Licensees' conduct as described above constitutes providing real estate services without a valid license, and is cause to discipline the Licensees' real estate licenses.

9. Section 339.020, RSMo. 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.

10. Section 339.100.2(15), (19), and (23), RSMo, state:

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*[,]

(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*;

11. Regulation 20 CSR 2250-4.020(2) states relevant part:

Until a new license is procured, the holder of an expired license shall not perform any act for which a license is required.

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. 2013.

12. **Ryland's real estate broker associate license is placed on probation for a period ending on July 31, 2020.** Ryland's license as a real estate broker associate is hereby placed on PROBATION for a PERIOD ENDING ON JULY 31, 2020. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Ryland shall be entitled to practice as a real estate broker associate under §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, provided Ryland adheres to all the terms of this agreement.

13. **ReCon Realty Plus LLC's real estate association license is placed on probation for a period ending on July 31, 2020.** ReCon Realty's license as a real estate association is hereby placed on PROBATION for a PERIOD ENDING ON JULY 31, 2020. The period of probation shall constitute the "disciplinary period." During the disciplinary period, ReCon Realty shall be entitled to practice as a real estate association under §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, provided ReCon Realty adheres to all the terms of this agreement.

14. The terms of discipline shall include that **Ryland and ReCon Realty shall collectively pay a civil penalty in the amount of \$500.00, pursuant to §339.100.3, RSMo.** 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 6502-1339. That 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 Section 339.205.8, RSMo. Respondent's failure to pay the full amount of the \$500.00 civil penalty within sixty days of the effective date of this Order shall constitute a violation of this Order.

15. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Ryland and/or ReCon 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.

16. 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.

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

18. 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.

19. 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.

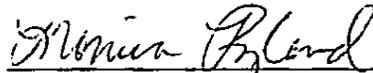
20. Ryland and ReCon Realty, together with their partners, heirs, members, managers, assigns, agents, employees, representatives and attorneys, do hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, 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.

21. Ryland and ReCon Realty understand that they 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.

22. If Ryland and/or ReCon 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 Ryland and/or ReCon Realty as allowed by law. If neither Ryland nor ReCon Realty requests 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



Monica Dianne Ryland

Date: 5/20/2019

ReCon Realty Plus LLC

By: _____

Monica Ryland

Title: Designated Broker

Date: Monica Ryland

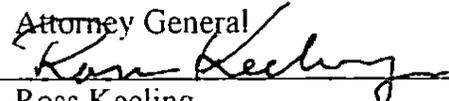
Missouri Real Estate Commission



Terry Moore, Executive Director

Date: MAY 31, 2019

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