

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**KATINA ALEXANDER**

Katina Alexander ("K. Alexander") and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether K. Alexander's license as an inactive real estate salesperson, no. 1999073333 will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<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 Cum. Supp. 2009. The MREC and K. Alexander jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

K. Alexander acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and

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

impartial administrative hearing commissioner concerning the charges pending against her; 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 K. Alexander 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 her by law, K. Alexander 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 her.

K. Alexander acknowledges that she 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. K. Alexander stipulates that the factual allegations contained in this Settlement Agreement are true and stipulate with the MREC that K. Alexander's license as a real estate salesperson, license no. 1999073333, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 338.180 and §§ 339.710 to 339.860, RSMo Cum. Supp. 2009, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC, and K. Alexander in Part II herein is based only on the agreement set out in Part I herein. K. Alexander understands that the MREC may take further disciplinary action against her

based on facts or conduct, not arising out of the case no. 10-2227 RE, 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 K. Alexander herein jointly stipulate to the following:

**FACTS COMMON TO ALL COUNTS**

1. The Missouri Real Estate Commission (“MREC”) is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo,<sup>2</sup> for the purpose of carrying out and enforcing the provisions of §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo.

2. Katina Alexander (“K. Alexander”) holds a real estate salesperson’s license, number 1999073333. At all times relevant herein, K. Alexander’s license was current and active.

3. Linda Alexander (“L. Alexander”) holds a real estate broker license, number 1999002844 and a broker associate license, number 1999019378. At all times relevant herein, L. Alexander’s licenses were current and active.

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<sup>2</sup> All statutory citations are to the Revised Statutes of Missouri 2000, as amended, unless otherwise noted.

4. Linda Smith Real Estate, Ltd., held a real estate association license, number 000007846. At all times relevant herein, Linda Smith Real Estate, Ltd.'s license was current and active.

5. L. Alexander was the designated broker for Linda Smith Real Estate, Ltd. at all times relevant herein.

6. K. Alexander was employed as a real estate salesperson for Linda Smith Real Estate, Ltd. at all times relevant herein.

**COUNT I: DELORIS JOHNSON (MAGNOLIA PROPERTY)**

7. On or about February 19, 2006, L. Alexander entered into a listing contract with Linda Smith Real Estate, Ltd., whereby, K. Alexander agreed to serve as L. Alexander's agent relative to the sale of a residence owned by L. Alexander located at 3409 Magnolia Avenue, St. Louis, MO 63118 ("Magnolia Property").

8. In March 2006, Deloris Johnson ("D. Johnson") and her mother met with L. Alexander at an open house viewing of the Magnolia Property.

9. On or about May 8, 2006, K. Alexander drew up a sales contract for D. Johnson to purchase the Magnolia Property from L. Alexander for the sum of \$359,900 ("Contract"). Linda Smith Real Estate, Ltd. was the Selling Broker's Firm and the Listing Broker's Firm under the Contract. D. Johnson signed the Contract on May 8, 2006, and L. Alexander signed the Contract on May 8, 2006.

10. On or about May 19, 2006, K. Alexander provided D. Johnson with \$18,000 for settlement funds to close on the Magnolia Property.

11. The sale of the Magnolia Property closed on May 25, 2006.

**COUNT II: ODELL JOHNSON (LOUISIANA PROPERTY)**

12. On or about August 2, 2006, L. Alexander entered into a listing contract with Linda Smith Real Estate, Ltd., whereby, K. Alexander agreed to serve as L. Alexander's agent relative to the sale of L. Alexander's residence located at 2620 Louisiana Avenue., St. Louis, MO 63118 ("Louisiana Property").

13. On or about December 26, 2006, K. Alexander drew up a sales contract for O. Johnson to purchase the Louisiana property from L. Alexander for the sum of \$439,000 ("Contract"). Linda Smith Real Estate, Ltd. was the Selling Broker's Firm and the Listing Broker's Firm under the Contract. O. Johnson signed the Contract on December 26, 2006, and L. Alexander signed the Contract on December 27, 2006.

14. On or about January 17, 2007, K. Alexander loaned O. Johnson \$8,000. O. Johnson deposited said sum in his bank account. O. Johnson used the \$8,000 to provide supporting evidence of O. Johnson's income for the purposes of securing the loan to purchase the Louisiana Property.

15. The sale of the Louisiana Property closed on January 31, 2007.

**GROUND FOR DISCIPLINE COMMON TO ALL COUNTS**

16. Section 339.100.2, RSMo Cum. Supp. 2010, states as follows:

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:

\* \* \*

(13) Using prizes, money, gifts or other valuable consideration as inducement to secure customers or clients to purchase, lease, sell or list property when the awarding of such prizes, money, gifts or other valuable consideration is conditioned upon the purchase, lease, sale or listing; or soliciting, selling or offering for sale real property by offering free lots, or conducting lotteries or contests or offering prizes for the purpose of influencing a purchaser or prospective purchaser of real property;

\* \* \*

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

\* \* \*

17. K. Alexander's conduct in providing \$18,000 for settlement funds to D.

Johnson for the sale of the Magnolia Property violated 339.100.2(13).

18. K. Alexander's conduct in providing \$18,000 for settlement funds to D.

Johnson for the sale of the Magnolia Property violated 339.100.2(19) in that such conduct was improper business dealing.

19. K. Alexander's conduct in loaning \$8,000 to O. Johnson for the sale of the Magnolia Property violated 339.100.2(8).

20. K. Alexander's conduct in loaning \$8,000 to O. Johnson for the sale of the Magnolia Property violated 339.100.2(19) in that such conduct was an improper business.

### Joint Agreed Disciplinary Order

21. 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 Cum. Supp. 2009.

22. K. Alexander's license as a salesperson, license no. 199907333, is hereby placed on PROBATION for a period of FIVE YEARS. The period of probation shall constitute the "disciplinary period." The disciplinary period shall not commence until K. Alexander's inactive salesperson license becomes active.

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

A. K. Alexander shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business. K. Alexander shall notify the MREC in writing within ten (10) days of any change in this information.

B. K. Alexander shall timely renew her real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her license.

C. K. Alexander shall meet in person with the MREC or its representative at any such time or 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. K. Alexander shall immediately submit documents showing compliance with the requirements of this settlement agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, K. Alexander shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this settlement agreement.

F. If at any time during the disciplinary period, K. Alexander changes her residence from the State of Missouri, ceases to be currently licensed in Missouri under Chapter 339, RSMo, as amended, fails to timely pay all fees required for license renewal, or fails to keep the MREC advised of all current places of residence and business, the time of absence, unlicensed status, delinquency in paying fees for license renewal or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

G. K. Alexander shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

24. 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.

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

26. 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.

27. 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.

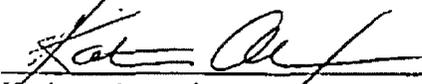
28. K. Alexander together with her partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, 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.

29. K. Alexander understands that she 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 K. Alexander's license. If K. Alexander desires the Administrative Hearing Commission to review this Settlement Agreement, K. Alexander may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

30. If K. Alexander 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 K. Alexander's license. If K. Alexander 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.

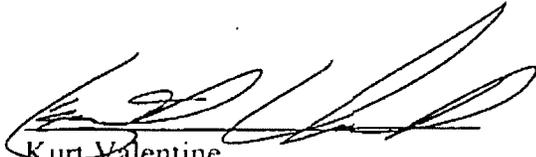
LICENSEE

  
Katina Alexander  
Date: 6-21-11

LICENSEE

Missouri Real Estate Commission

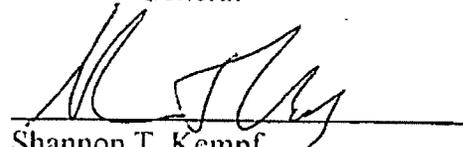
  
Janet Carder, Executive Director  
Date: August 11, 2011



Kurt Valentine  
Missouri Bar No. 41209

611 East Capitol Ave.  
Jefferson City, MO 65101  
Telephone: 573-462-0788  
Fax: 866-528-5284  
Attorney for Respondent

CHRIS KOSTER  
Attorney General



Shannon T. Kempf  
Assistant Attorney General  
Missouri Bar No. 61060

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-8822  
Telefax: 573-751-5660  
Attorneys for the MREC