

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
TIMOTHY E. CORRIGAN

Timothy E. Corrigan ("Corrigan") and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Corrigan's license as a real estate broker, license no.1999009559, 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 Cum. Supp. 2010. The MREC and Corrigan jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2010.

Corrigan 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 against him at the hearing; the right to present evidence on his behalf

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

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 Corrigan 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, Corrigan 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.

Corrigan acknowledges that he has received a copy of documents that were the basis upon which the MREC claimed there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Corrigan and MREC stipulate that the factual allegations contained in this Settlement Agreement are true and stipulates to an imposition of a civil penalty to Corrigan's license as an individual broker, No.1999009559, 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 Corrigan in Part II herein is based only on the agreement set out in Part I herein. Corrigan 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 unknown or may be discovered by the MREC.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Corrigan herein jointly stipulate to the following:

1. Corrigan holds a real estate broker license, No. 1999009559. Corrigan's license was at all relevant times current and active.
2. On or around October 29, 2008, the MREC sent notification to Corrigan that his individual broker license was randomly selected for an audit. The letter stated that an MREC examiner will be dropping by his place of business within the next 60 days to conduct the audit.
3. On or around November 4, 2008, Corrigan responded to the MREC letter with a message stating his personal cellular phone number as a contact number.
4. On or around November 6, 2008, the MREC left messages on Corrigan's business and home phones informing him of his selection to be audited by the MREC staff.
5. Corrigan did not respond to MREC's November 6, 2008 message.

6. On or around November 25, 2008, the MREC left messages on Corrigan's business and home phones informing him of his selection to be audited by the MREC staff.
7. Corrigan did not respond to the MREC's November 25, 2008 message.
8. On or around December 2, 2008, the MREC left messages on Corrigan's business and home phones informing him of his selection to be audited by the MREC staff.
9. Corrigan did not respond to the MREC's December 2, 2008 message.
10. On or around December 8, 2008, the MREC left messages on Corrigan's business and home phones informing him of his selection to be audited by the MREC staff.
11. Corrigan did not respond to the MREC's December 8, 2008 message.
12. On or around December 30, 2008, the MREC left messages on Corrigan's business and home phones informing him of his selection to be audited by the MREC staff.
13. Corrigan did not respond to the MREC's December 30, 2008 message.
14. On or around December 31, 2008, the MREC sent a second letter to Corrigan informing him of his selection to be audited by the MREC staff. The letter informed Corrigan that he had 10 days to contact the MREC to schedule the audit.
15. Corrigan did not respond to the MREC's December 31, 2008 letter.
16. On or around January 10, 2009, the MREC sent a third letter via certified and regular mail to Corrigan. The letter informed Corrigan that his audit had been scheduled for

February 3, 2009 at 10:00 a.m. and if he failed to keep this appointment and/or make records available to the examiner he would be in violation of § 339.105.3 RSMo.

17. Corrigan did not respond to the MREC's January 10, 2009 letter.

18. On or around January 12, 2009, Corrigan phoned the MREC examiner's business number and left his cellular phone number as a number to contact regarding the audit.

19. On or around January 18, 2009, the MREC examiner left a message on Corrigan's cellular phone. The message requested Corrigan to contact the examiner regarding the February 3, 2009 audit.

20. Corrigan did not respond to the MREC's January 18, 2009 message.

21. On or around January 27, 2009, the MREC examiner left a message on Corrigan's cellular phone number. The message informed Corrigan that the audit will be conducted on February 3, 2009, and if he had any questions to contact the MREC office.

22. Corrigan did not respond to the MREC's January 27, 2009 message.

23. On or around February 3, 2009, the MREC examiner appeared at Corrigan's office to conduct the audit. After there was no response at the office, the examiner phoned Corrigan and left messages informing him that the examiner was at his place of business to conduct an audit. The examiner waited 30 minutes, when Corrigan did not respond the examiner left the business.

24. Corrigan did not respond to the MREC's February 3, 2009 message.

25. On or around February 9, 2009, the January 10 certified letter was returned to the MREC by the post office and was marked "unclaimed."

26. On or about April 21, the MREC was able to contact Corrigan and complete their audit of his real estate practice.

27. Section 339.100.2, RSMo Supp. 2010, identifies when the MREC may discipline a license and allows the MREC to file a complaint with the Administrative Hearing Commission against any licensee for any one or any combination of acts, including, in relevant part:

(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.

28. Corrigan's failure to respond and failure to cooperate with or allow an audit of his real estate practice constitutes a violation of 20 CSR 2250-8.170, which states:

(1) Failure of a licensee to respond in writing, within thirty (30) days from the date of the commission's written request or inquiry, mailed to the licensee's address currently registered with the commission, will be sufficient grounds for taking disciplinary action against the licensee.

29. Corrigan's failure to respond and failure to cooperate with or allow an audit of his real estate practice constitutes a violation of § 339.105.3, RSMo Supp. 2010, which states:

In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

30. Corrigan's violation of 20 CSR 2250-8.170 and § 339.105.3, RSMo Supp. 2010, provides cause to discipline Corrigan's license pursuant to § 339.100.2(15), RSMo Supp. 2010.

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. 2010.

1. Corrigan agrees to pay a civil penalty of \$500. Said penalty is authorized under § 339.205, RSMo Supp. 2010.

2. Corrigan agrees to pay the \$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. Corrigan 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. Section 339.205.8, RSMo Supp. 2010.

4. In the event the MREC determines that Corrigan has failed to pay any portion of the \$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. 2010; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Corrigan’s license under § 324.042, RSMo Supp. 2010; and (3) deny, discipline, or refuse to renew or reinstate Corrigan’s licenses under § 339.205.7, RSMo Supp. 2010.

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

6. 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 not known to the MREC or may be discovered.

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

8. 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.

9. 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.

10. Corrigan, 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,

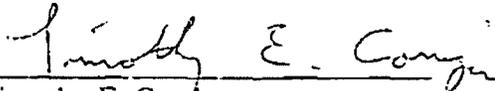
but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement 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.

11. Corrigan 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 Corrigans license. If Corrigan desires the Administrative Hearing Commission to review this Settlement Agreement, Corrigan may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

12. If Corrigan 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 Corrigans license. If Corrigan does not request review by the Administrative Hearing Commission, the Settlement

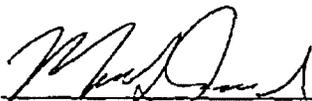
Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE



Timothy E. Corrigan

Date: 12/30/11



Martin E. Daesch
Sandberg, Phoenix & von Gontard, P.C.
Missouri Bar # 40494
600 Washington Avenue - 15th Floor
St. Louis, MO 63101-1313
Attorney for Respondent

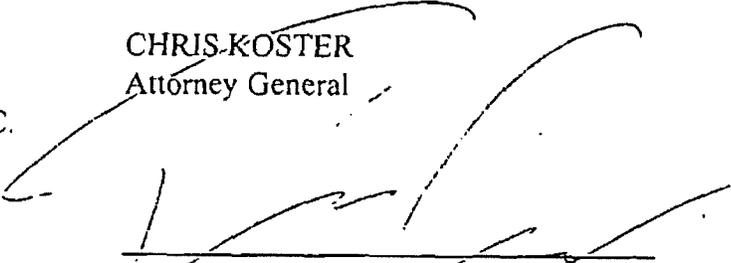
MISSOURI REAL ESTATE
COMMISSION



Janet Carder, Executive Director

Date: 2-1-12

CHRIS KOSTER
Attorney General



Daniel K. Jacob
Assistant Attorney General
Missouri Bar #62164

Supreme Court Building
207 W. High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-7728
Telefax: 573-751-5660

Attorneys for the Missouri
Real Estate Commission