SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND DOSS REAL ESTATE GROUP LLC
AND TRENTON JAVON DOSS

Come now Doss Real Estate Group LLC ("Doss Group") and Trenton Javon Doss ("Doss") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Doss Real Estate Group LLC's license as a real estate association and Trenton Javon Doss' license as a real estate broker associate will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,[1] 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 Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensees Doss Group and Doss 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 against them proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against them; the right to present evidence on their 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 them and, subsequently, the right to a disciplinary hearing before the Commission at which time they may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against their licenses. Being aware of these rights provided them by operation of law, Doss Group and Doss 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.

Doss and Doss Group acknowledge that they have received a copy of the documents relied upon by the Commission in determining there was cause to discipline their licenses, along with citations to law and/or regulations the Commission believes were violated.

For the purpose of settling this dispute, Doss Group and Doss stipulate that the factual allegations contained in this settlement agreement are true and stipulates with the Commission that their licenses, numbered 2012039913 (Doss Group) and 2010034428 (Doss broker associate) are subject to disciplinary

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

action by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

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, Doss Group, holds an active real estate association license from the Commission, license number 2012039913. The Commission issued Doss Group's license on November 26, 2012 and Doss Group's license expires June 30, 2016. Licensee's license was current and active at all relevant times herein. Licensee Trenton Javon Doss is the designated broker for Doss Group LLC.

3. Licensee, Doss, holds an active broker associate license from the Commission, license number 2010034428. The Commission issued Doss' broker associate license on September 17, 2010. Licensee's license expires June 30, 2016. Licensee Doss' license was current and active at all relevant times herein.

4. In October 2014, the Commission received a complaint against Licensees from Rickey T. Mabry. Mabry alleged that Licensees failed to pay three months of owner proceeds for rental properties Licensees managed and failed to return security deposits Licensees held. Based on Mabry's complaint, the Commission conducted an investigation. The Commission's investigation revealed that:

a. Mabry entered into an agreement with Licensee on August 23, 2013. Licensees were to manage three properties for Mabry. Mabry alleged that Licensees failed to send him September and October 2014 owner proceeds for two of the properties and October proceeds on another. Licensees sent him a check for the proceeds of one of the properties but the check bounced and did not clear. Mabry also asserted that Licensees failed to return two security deposits they were holding after they cancelled the management agreement at the end of 2014.

b. Mabry's owner statements and a document he created identified the following funds due to him from Licensee:

i. Two months' owner proceeds, Lakemont and Branridge properties -- $3,485;

ii. Two security deposits, Lakemont and Branridge properties -- $2,400; and

iii. Bounced check, Branridge property -- $136.66.

c. Mabry also claimed expenses for cleaning ($350) and bank fees for the bounced check ($20) based on Licensees' management of his properties. Mabry stated that Licensees made arrangements to pay him back and had paid $2,360 as of the date of his interview. Mabry stated the total owed as of the date of the interview was $4,011.66.

d. As part of the investigation, Commission investigators obtained records from the St. Louis City Circuit Clerk's office showing a civil suit had been filed against Licensee Doss by another client, Timothy Fandrey, for breach of contract for failing to return client funds after Licensee Doss cancelled a property management agreement.

e. The Commission's investigation revealed another previous client, Paul Kaestner, terminated a management agreement with Licensees and stated Licensees paid him owner proceeds, $675, with a check that did not clear the bank due to insufficient funds. Kaestner stated Licensees recently paid him $100 with plans to repay the remainder.

f. The Commission also spoke with another former client of Licensees', Fred Thomas. Thomas stated that Licensees managed one building for him that contained two units. Thomas stated Licensees began managing the properties in March 2013 and was supposed to start rehabbing the units on July 19, 2014. Thomas stated six months went by and he did not hear from Licensees. Licensee Doss then informed him that he was having financial problems and accordingly owed Thomas $2,250 for the work he was supposed to do. Thomas stated Licensees agreed to pay him $200 a month until the entire amount was paid off but as of August 7, 2015, he had not received anything yet.

g. The Commission also interviewed Licensee. Licensee Doss stated he was now working for the Missouri Department of Corrections and would begin paying the owners and previous clients what he owes them. Licensee Doss showed the Commission's investigator a copy of a cashier's check payable to Mabry in the amount of $250. He stated he owes the following:

i. Former client Wendy Inman -- $1,050;

ii. Former client Timothy Fandrey -- $3,000 to $4,000;

iii. Paul Kaestner -- $575;

iv. Rickey Mabry -- $3,761.66 ($4,011.66-$250.00); and

v. Fred Thomas -- $2,250.

h. Mabry contacted the Commission on June 30, 2015 and confirmed receipt of the $250.00 cashier's check. Inman also contacted the Commission on July 9, 2015 and stated she received a payment from Licensee in the amount of $150. She stated she took Licensee to small claims court and received a judgment against Licensee.

5. From May 11-14 and 18-20, 2015, the Commission conducted an audit of Licensees. The brokerage ceased all property management activity as of February 2015. During the audit period, Licensees managed property for 17 owners, 18 properties and 19 units. The Commission's audit revealed the following violations:

a. In violation of sections 339.100.2(1) and 339.105.1, RSMo, and regulations 20 CSR 2250-8.120(4) and 2250-8.120(3), rent was not deposited and maintained in an escrow account for property located at 12812 Branbridge. The rent was deposited into Licensees' operating account.

b. In violation of section 339.100.2(3), RSMo, Licensees failed on six occasions to remit funds that belonged to owners: security deposits belonging to owners Kaestner, Rounds, Onen, Inman and Fandrey and rent for owner Mabry for 12182 Branbridge was deposited into Licensees' operating account.

c. In violation of section 339.100.2(19), RSMo, Licensees conducted numerous instances of improper business dealings in that Licensees transferred funds of one owner to another owner without written authorization.

d. In violation of section 339.100.2(19), RSMo, Licensees' owner statements for owners Carlisle, Stewart and Mabry were inaccurate a total of nine times. Carlisle's owner statements for June 10, 2014 and July 10, 2014 were inaccurate; Stewart's statements for September 30, 2014 and October 28, 2014 were inaccurate and Mabry's five statements between August and October 2014 were inaccurate.

e. In violation of section 339.100.2(19), RSMo and 20 CSR 2250-8.220(1), Licensees wrote insufficient funds checks on a property management account at PNC Bank, account number ending 4643.

f. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $750 in property management account at PNC Bank, account number ending in 8838, in that Licensees failed to pay property owner Kaestner a $750 security deposit.

g. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,200 due security deposits owed to property owner Rounds and $66.29 due to unverified transfer to open to a property management escrow account at PNC Bank, account number ending in 7923.

h. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,100 in a property management escrow account at PNC Bank, account number ending in 8774, due to security deposits owed to property owner Onen.

i. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,050 in a property management escrow account at PNC Bank, account number ending in 8192, due to security deposits owed to property owner Inman.

j. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,620 in a property management escrow account at PNC Bank, account number ending in 8758, due to $1,000 due in security deposits owed to owner Fandrey and $620 in unidentified ATM withdrawals by Licensees.

k. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $600 in a property management escrow account at PNC Bank, account number ending in 8782, due to $600 in securily deposits owed to owner Thomas.

l. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,377 in a property management account at PNC Bank, account number ending in 8379, due to $377 unverified transfer to the broker operating account and $1,000 due to unverified transfer to the owner of the78th Street property.

m. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,664 in a property management escrow account at PNC Bank, account number ending in 8221, due

to $264 due to management fees not removed, $577 for an unexplained ATM withdrawal, $73 unexplained transfer to close the account and $750 due to the security deposit not retained intact.

n. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $1,145.62 in a property management escrow account at PNC Bank, account number ending in 7931, due to $1,000 in security deposits owed to owner Stewart and $145.62 due to Licensee Doss' personal cell phone bill being paid from the escrow account on January 5, 2015.

o. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $5,885.50 in a property management escrow account at PNC Bank, account number ending in 8803, due to: $2,400 in security deposits owed to property owner Mabry; $490 September 2014 owner proceeds due owner Mabry for Lakemont property; $910 October 2014 owner proceeds due owner Mabry for Lakemont property; $955 September 2014 owner proceeds due owner Mabry for Branbridge property; and $1,090 for October 2014 owner proceeds due owner Mabry for Branbridge property.

p. In violation of section 339.105.1, RSMo, there were identified shortages in the amount of $907 in a property management escrow account at PNC Bank, account number ending in 4643 due to: $36 due to unreimbursed bank charges; $675 owner proceeds due to owner Kaestner; and $196 due to disbursing funds when the owners account was not sufficient to cover the disbursement.

q. Nineteen instances of overdraft in a property management accounts at PNC Bank in violation of section 339.105.1, RSMo.

r. In violation of section 339.105.1, RSMo, numerous instances of commingling in the property management escrow accounts due to unverified transfers by Licensees to and from the operating account and debits from the accounts for personal expenses.

s. In violation of section 339.105.2, RSMo, Licensees closed a property management escrow account at Regions Bank, account number ending in 9278, without notifying the Commission.

t. In violation of section 339.105.2, RSMo, and 20 CSR 2250-8.020(7), a property management escrow account at PNC Bank, account number ending in 4643, was not registered with the Commission.

u. On twelve instances, in violation of section 339.105.2, RSMo, and 20 CSR 2250-8.220(7), Licensees opened and closed property management accounts at PNC Bank without notifying the Commission.

v. On twelves instances, in violation of section 339.105.3, RSMo, Licensees did not maintain records necessary to determine the adequacy of property management accounts.

w. In violation of section 339.730.1(1), RSMo, on numerous instances, Licensees failed to perform the terms of the written agreement with the landlord:

   i. On six occasions, management fees were not removed from July to December 2014 for Owner Carlisle for property at 2224 Montgomery;

   ii. Licensees failed to provide owner statements to owners: Kaestner (8 instances), Rounds (8 instances), Onen (12 instances), Inman (11 instances), Fandrey (9 instances), Milner (11 instances), Thomas (11 instances), Addo (4 instances), Carlisle (10 instances), Haines-Davis (8 instances), Odyssey Capital & Stewart (2 instances) and Mabry (9 instances)

   iii. Licensees did not maintain security deposits as specified in the management agreements for the following owners: Kaestner (8 instances), Rounds (8 instances), Onen (12 instances), Inman (11 instances), Fandrey (9 instances), Thomas (11 instances), Carlisle (10 instances), Stewart (2 instances), Odyssey Capital LLC and Mabry (9 instances).

x. In violation of section 339.780.2, RSMo, and 20 CSR 2250-8.200(1), Licensees managed property without a current written management agreement on two instances – one for owner Lawson on Potomac Avenue and one for owner Stewart on Shaw.

y. In violation of 20 CSR 2250-8.010(1), Licensees' office was not open during normal business hours and the business hours were not posted.

z. In violation of 20 CSR 2250-8.010(2), Licensees' business sign was not displayed outside the regular place of business.

aa. In violation of 20 CSR 2250-8.096(1), Licensees' brokerage relationship was not disclosed in writing.

bb. In violation of 20 CSR 2250-8.100(1), a contract Licensees were a party to did not specify who was to hold the earnest money.

cc. In violation of 20 CSR 2250-8.160(1), Licensees failed to retain the copy of a sales contract.

dd. In violation of 20 CSR 2250-8.160(2), Licensees failed to retain records: on six instances, Licensees failed to retain deposit tickets; Licensees failed to retain bank statements from April through August, 2014 for an account at Regions Bank, account number ending 9278; numerous instances of invoices; 22 instances of credit/debit memos or transfers; and 18 instances of missing or voided checks.

ee. In violation of 20 CSR 2250-8.220(1), Licensees disbursed funds from property management escrow accounts at PNC Bank, account numbers ending in 8803 and 4643, when the owner's account balance was not sufficient to cover the disbursement.

ff. On 85 instances, Licensees failed to maintain security deposits in tact in violation of 20 CSR 2250-8.220(2) for the following owners: Kaestner (10 instances); Rounds (11 instances); Onen (12 instances); Inman (11 instances); Fandrey (12 instances); Thomas (9 instances); Carlisle (9 instances); Stewart (2 instances); and Mabry (9 instances).

gg. In violation of 20 CSR 2250-8.220(6), Licensees did not remove management fees monthly on six occasions.

hh. In violation of 20 CSR 2250-8.220(8), Licensees did not indicate the related transaction on each check written, the corresponding check stub, or other record of disbursement on a property management escrow account at PNC Bank, account number ending in 7931.

ii. On eleven instances, in violation of 20 CSR 2250-8.220(8), the related transaction was not indicated on each deposit ticket for a property management escrow account at PNC Bank, account number ending in 7931.

jj. Commission examiners also noted that:

i. On multiple instances, the bank debited the bank accounts to cover negative balance in other accounts Licensees maintained, including the operating account. Licensee Doss stated he was unaware the bank had authority to do this. The result was multiple instances of negative balances and overdraft fees charged to the various accounts.

ii. Licensees did not complete bank reconciliations and, in most cases, the examiners were unable to determine if there were any outstanding checks on the accounts.

iii. In several cases, Licensees failed to produce monthly owner statements.

iv. Licensees failed to retain a number of records, including invoices, deposit tickets, checks and bank statements.

v. Inaccurate check registers as transactions would appear on the register but not on the bank statements and vice versa.

vi. There were numerous unverified transfers to and from accounts.

6. Section 339.040.1, 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.

7. Section 339.105, RSMo, states, in relevant part:

> 1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover charges related to the account.

2. Each broker shall notify the commission of his or her intent not to maintain an escrow account, or the name of the financial institution in which each escrow or trust account is maintained, the name and number of each such account, and shall file written authorization directed to each financial institution to allow the commission or its authorized representative to examine each such account; such notification and authorization shall be submitted on forms provided therefore by the commission. A broker shall notify the commission within ten business days of any change of her or her intent to maintain an escrow account, the financial institution, account numbers, or change in account status.

3. 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.

8. Section 339.730.1, 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.

9. Section 339.780, RSMo, states, in relevant part:

...

2. Before engaging in any of the activities enumerated in sections 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

10. Regulation 20 CSR 2250-8.010 states, in relevant part:

(1) Every resident broker, except those who have placed their licenses on inactive status or those not actively engaged in real estate business, shall maintain a regularly established place of business in this state, which shall be open to the public during usual business hours or at regular stated intervals. No salesperson may be associated with a broker not maintaining a regularly established place of business or a broker not actively engaged in the real estate business. This rule does not apply to a broker-salesperson or to broker-partners, broker-associates or broker-officers of a firm which maintains a regular place of business.

(2) A broker's business sign of sufficient size to identify it and bearing the name under which the broker or the broker's firm is licensed, or the regular business name, shall be displayed outside of the broker's regular place of business.

11. Regulation 20 CSR 2250-8.096(1) states:

Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction.

(A) Written confirmation must –

1. Identify the licensee's brokerage relationship;
2. Identify the source or sources of compensation;
3. Confirm that the brokerage relationships, if required by rule or regulation were disclosed to the seller/landlord and/or buyer/tenant or their respective agents and/or

transaction brokers no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship;
4. Confirm the seller's/landlord's and buyer's/tenant's receipt of the Broker Disclosure Form prescribed by the commission;
5. Be signed and dated by the seller/landlord and buyer/tenant. If the landlord has entered into a written property management agreement pursuant to 20 CSR 2250-8.200–20 CSR 2250-8.210, the landlord shall not be required to sign the written confirmation; and
6. Be signed and dated by the disclosing licensees on or before the contract date. If a landlord's agent or transaction broker is conducting property management pursuant to 20 CSR 2250-8.200–20 CSR 2250-8.210, the unlicensed office personnel may, in their performance of the duties enumerated in 339.010.5(5)(a)–(e), sign the written confirmation on behalf of the landlord's agent or transaction broker.

(B) A signed copy shall be given to the seller/landlord and buyer/tenant and a signed copy shall be retained by the disclosing licensee's broker. If any party to the real estate transaction refuses to sign the confirmation, the licensee worDoss with that party pursuant to 339.710 to 339.860, RSMo, shall set forth, sign and date a written explanation of the facts of refusal and the explanation shall be retained by the licensee's broker.

12. Regulation 20 CSR 2250-8.100(1) states:

Every licensee shall make certain that all of the terms and conditions authorized by the principal in a transaction are specified and included in an offer to sell or buy and shall not offer the property on any other terms. Every written offer shall contain the legal description or property address, or both, and city where the property is located, or in the absence of, a clear description unmistakably identifying the property.

13. Regulation 20 CSR 2250-8.120 states, in relevant part:

...

(3) The escrow or trust account maintained by a broker, as required by the license law, shall be a checking account in a bank, savings and loan or credit union. If the escrow or trust account maintained by a broker is an interest-bearing account, the broker shall disclose in writing to all parties to the transaction that the account is interest-bearing and the disclosure shall indicate who is to receive the interest.

(4) Each broker shall deposit into the escrow or trust account all funds coming into the broker's possession as set out in section 339.100.2(1), RSMo, including funds in which the broker may have some future interest or claim and including, but not limited to, earnest money deposits, prepaid rents, security deposits, loan proceeds and funds paid by or for the parties upon closing of the transaction. No broker shall commingle personal funds or other funds in the broker's escrow account

except to the extent provided by section 339.105.1, RSMo. Commissions payable must be removed from the escrow account at the time the transaction is completed. After the transaction is completed, interest payable shall be disbursed to the appropriate party(ies) from the escrow account no later than ten (10) banking days following the receipt of the next statement of the escrow account. When the licensee receives all interest earned, interest payable to a licensee must be removed from the escrow account within ten (10) banking days following the receipt of the next statement of the escrow account.

14. Regulation 20 CSR 2250-8.160 states, in relevant part:

(1) Every broker shall retain for a period of at least three (3) years true copies of all business books; accounts, including voided checks; records; contracts; brokerage relationship agreements, closing statements and correspondence or other written authorization relating to each real estate transaction that the broker has handled. The records shall be made available for inspection by the commission and its authorized agents at all times during usual business hours at the broker's regular place of business. No broker shall charge a separate fee relating to retention of records.

(2) Every broker shall retain for a period of at least three (3) years true copies of all property management agreements, correspondence, or other written authorization relating to each real estate transaction relating to leases, rentals or management activities the broker has handled. The broker must also retain all business books, accounts and records unless these records are released to the owner(s) or transferred to another broker by written detailed receipt or transmittal letter agreed to in writing by all parties to the transaction.

15. Regulation 20 CSR 2250-8.200(1) states:

When managing a 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.

16. Regulation 20 CSR 2250-8.220 states, in relevant part:

(1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owner(s) or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.

(2) All security deposits held by a broker shall be maintained, intact, in an escrow account other than the property management account(s),

pursuant to section 339.105, RSMo, unless the owner(s) have agreed otherwise in writing.

...

(6) Fees or commissions payable to a broker must be withdrawn from a property management account at least once a month unless otherwise agreed in writing. Any rent paid in advance as a deposit for the last month's rent or as rent other than the current month's rent held by a broker shall be deposited in the property management escrow account unless otherwise agreed to in writing.

(7) In addition to the notification required by section 339.105.2, RSMo, each broker, upon the request of the commission or its agent, shall consent to the examination and audit of the broker's property management escrow account(s) by the commission or its agent. As part of the consent, each broker shall execute a form presented to him/her by the commission or its agent entitled Consent to Examine and Audit Escrow or Trust Account.

(8) Each check written on an escrow account, or each corresponding check stub, or other record of disbursement of funds from the account and each deposit ticket shall indicate the related transaction. Each check written on an escrow account for licensee fees or commission shall be made payable to the licensee who is owed the fee or commission or to the firm's general operating account.

17. Licensees' conduct, as described in paragraphs 3 through 5 above, constitutes cause to discipline Licensees' licenses.

18. Cause exists for the Commission to take disciplinary action against Licensees' licenses under § 339.100.2(1), (3), (15), (16), (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:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated unless all parties having an interest in the funds have agreed otherwise in writing;

...

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

...

(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*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

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

Joint Agreed Disciplinary Order

19. 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.

20. The terms of discipline shall include that **Licensees' licenses shall be placed on a period of probation for five (5) years.** Doss Group and Doss' licenses are hereby placed on five (5) years' probation. During the period of **probation** on their licenses, Doss Group and Doss shall be entitled to practice as a real estate association and real estate broker associate provided they adhere to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

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

Specific Terms

a. Within the first **three (3) years of probation**, Licensees shall repay the missing client funds, as described in paragraphs 4.g.i through 4.g.v. and 5g, 5h and 5n above, to all clients identified in those paragraphs. Licensees must also submit quarterly reports of proof of payment to the owners to the Commission.

b. During the period of probation, Doss shall be prohibited from managing property for a third party through Doss Group. This prohibition shall not preclude Doss from managing property for a third party as an employee of another entity.

General Terms

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

b. Licensees shall timely renew Licensees' licenses, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain their licenses in a current and active state. During the disciplinary period, Licensees shall not place their licenses 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, Licensees may surrender their real estate licenses by submitting a letter to the MREC. If Licensees apply for a real estate license after surrender, Licensees shall be required to requalify as if original applicants. Licensee Doss would have to apply as an original applicant for a salesperson license. 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. Licensees 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. Licensees 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, Licensees shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensees 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 Doss shall report to the MREC each occurrence of Licensee Doss' 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. Licensees, together with Licensees' heirs and assigns, and Licensees' 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.

28. If no contested case has been filed against Licensees, Licensees have 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 licenses of Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees 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.**

29. If Licensees have requested review, Licensees and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensees' licenses and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees' licenses. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensees' licenses, 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 Licensees do 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.

LICENSEES

Doss Real Estate Group LLC
Trenton Doss, owner

Trenton Javon Doss

Date 2/19/2016

COMMISSION

Joseph Denkler
Executive Director
Missouri Real Estate Commission

Date 2/26/2016.