

action against Respondent's license. All of the members of the Commission were present throughout the meeting, except Charles Misko. Charles Davis participated through conference call. Further, each member of the Commission that was present for the hearing has read the Decision of the Administrative Hearing Commission. The Commission was represented by Assistant Attorney General Edwin Frownfelter. Respondent having received proper notice and opportunity to appear did appear in person with legal counsel, David F. Barrett. After being present and considering all of the evidence presented during the hearing, the Commission issues these following Findings of Facts, Conclusions of Law and Order.

Based upon the foregoing the Commission hereby states:

I.

FINDINGS OF FACT

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 §§ 339.010-339.205 and 339.710-339.855, RSMo.
2. The Commission hereby adopts and incorporates by reference the Decision, and record of the Administrative Hearing Commission in *Kevin C. Enechukwu*, No. 14-1573RE, issued April 11, 2016, in its entirety and takes official notice thereof.
3. The Commission set this matter for disciplinary hearing and served notice of the disciplinary hearing upon Respondent in a proper and timely fashion.
4. The Commission issued Kevin C. Enechukwu's real estate broker license 1999027612. Respondent's license was current at all times relevant to this proceeding.

II.

CONCLUSIONS OF LAW

5. This Commission has jurisdiction over this proceeding pursuant to §§ 621.110 and 339.100, RSMo.

6. The Commission expressly adopts and incorporates by reference the Decision issued by the Administrative Hearing Commission dated April 11, 2016, in *Missouri Real Estate Commission v. Kevin C. Enechukwu*, No. 14-1573RE, takes official notice thereof, and hereby enters its conclusions of law consistent therewith.

7. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Decision dated April 11, 2016, Respondent's real estate license is subject to disciplinary action by the Commission pursuant to § 339.100.2 (1), and (15) RSMo.

8. The Commission has determined that this Order is necessary to ensure the protection of the public.

III.

ORDER

Having fully considered all the evidence before the Commission, and giving full weight to the Decision of the Administrative Hearing Commission, it is the **ORDER** of the Commission that in the above reference matter, it is the Order of the MREC, in its discretion, that no discipline be imposed against Kevin C. Enechukwu, license number 1999027612.

SO ORDERED, EFFECTIVE THIS 19th DAY OF OCTOBER, 2016.

MISSOURI REAL ESTATE COMMISSION


Terry W. Moore, Executive Director

Before the
Administrative Hearing Commission
State of Missouri



MISSOURI REAL ESTATE
COMMISSION,

Petitioner,

vs.

KEVIN C. ENECHUKWU,

Respondent.

)
)
)
)
)
)
)
)
)
)
)

No. 14-1573 RE .

DECISION

Kevin C. Enechukwu is subject to discipline for failure to properly maintain moneys belonging to others and for representing a buyer without entering into an agency agreement.

Procedure

On September 25, 2014, the Missouri Real Estate Commission ("MREC") filed its complaint seeking to discipline Enechukwu. Enechukwu was served by certified mail with a copy of the complaint and our notice of complaint/notice of hearing before October 3, 2014. We held a hearing on the complaint on September 11, 2015. Edwin R. Frownfelter, Assistant Attorney General, appeared on behalf of MREC. Enechukwu was represented at the hearing by David Barrett. The matter became ready for our decision on February 8, 2016, when the last brief was filed.

Findings of Fact

1. Enechukwu holds an active license as a real estate broker, issued by the MREC.

2. In September 2012, Paul and Linda Mathews sought to sell a property located at 1300 NW Pryor Road, Lees Summit, Missouri ("Pryor Road"). The asking price was \$165,000.
3. Mr. and Mrs. Mathews did not retain a broker, but listed their property on an online service listing it for sale by owners.
4. Enock Opande viewed the house and discussed with Mr. Mathews purchasing it as a residence for himself, his sister, and his brother-in-law, Onesmus Bosire.¹
5. Opande contacted Enechukwu to assist him in the transaction.
6. Enechukwu agreed to act as buyer's agent for Opande for a commission of 1%.
7. Enechukwu did not execute a written buyer's agency agreement with Opande.
8. Enechukwu accompanied Opande to view the property, and Enechukwu made an offer of \$153,000 to Mr. and Mrs. Mathews, which Mr. Mathews accepted.
9. Opande was unable to qualify for financing, so arrangements were made for Bosire to be named as the buyer.
10. Enechukwu prepared a sales contract that was signed by the parties on October 4, 2012, calling for a sale price of \$153,000, with an earnest money payment of \$10,000 to be deposited with Pulaski Bank as escrow agent, and the balance to be financed by Pulaski Bank.
11. Enechukwu included with the sales contract paperwork a copy of a broker disclosure form prepared by the MREC, which was signed by Bosire and Mr. and Mrs. Mathews.
12. The buyers delivered a check for \$10,000 payable to Pulaski Bank to Enechukwu.
13. Pulaski Bank declined to hold the escrow, and advised Enechukwu that he would have to get a title agent to hold the escrow.
14. Enechukwu returned the \$10,000 escrow check to the buyers.

¹ Sometimes collectively referred to as "the buyers."

15. The lender raised an issue with the condition of the roof, and Opande arranged for a roofer to repair the roof at the buyers' expense.
16. Mr. and Mrs. Mathews signed closing documents on November 19, 2012, but Bosire did not close the transaction.
17. Secured Title was identified as title agent, and a second closing, with Bosire and Tabitha Opande as buyers, was scheduled for November 30, 2012.
18. Bosire provided Enechukwu with a check for \$10,000 payable to Secured Title for purposes of the escrow payment.
19. Enechukwu held the check payable to Secured Title and did not deliver it to anyone.
20. Bosire then changed jobs and no longer qualified for the loan.
21. Bosire and Ms. Opande failed to close on November 30, 2012.
22. After the second closing failed, Enechukwu returned the check made out to Secured Title to the buyers.
23. After the second closing did not take place, Mr. and Mrs. Mathews listed the property with a realtor who found a buyer.
24. Opande and Bosire sought reimbursement for the funds expended on the roof repair before the Mathews could close with the new buyer.
25. The parties reached an agreement that Mr. and Mrs. Mathews would reimburse Bosire \$4,000 for the roof repairs.
26. Opande asked Enechukwu to review a document entitled "Roof Settlement Agreement" providing for the Mathews to pay \$4,000 to Bosire in full settlement of the roof repairs issue.
27. Enechukwu revised or redrafted the Roof Settlement Agreement.

28. The Roof Settlement Agreement was not a standard real estate form, was not approved by any lawyer or bar association, and was not prepared or reviewed by any lawyer.

29. Enechukwu expected to receive payment of \$500 to draft the Roof Settlement Agreement.

30. The Roof Settlement Agreement used in closing the sale of the Pryor Road property to the new buyers was not the document prepared by Enechukwu.

31. Bosire received a check for \$4000 from the settlement proceeds in payment for the roof repair.

Conclusions of Law

We have jurisdiction to hear MREC's complaint. Section 621.045.² The MREC has the burden of proving that Enechukwu committed an act for which the law allows discipline.

Missouri Real Estate Comm'n v. Berger, 764 S.W.2d 706, 711 (Mo. App., E.D. 1989). The MREC argues there is cause for discipline under § 339.100.2, which states:

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:

(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;

* * *

(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;

² Statutory references are to RSMo Cum. Supp. 2013, unless otherwise noted.

(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[.]

Failure to Properly Maintain Moneys Belonging to Others

Enechukwu received two checks for \$10,000 from the buyers, representing the down payment specified in the sales contract for the Pryor Road property. The first was made payable to Pulaski Bank,³ and a subsequent check was payable to Secured Title. Enechukwu apparently did transmit the first check to Pulaski Bank, but the bank declined to serve as escrow agent and directed Enechukwu to arrange for a title company to serve as escrow agent. Secured Title was identified as the escrow agent. Enechukwu returned the first check to the buyers and Bosire obtained a second check payable to Secured Title. Enechukwu testified that he never delivered this check to Secured Title, but merely held it until Bosire's job change resulted in denial of the application by Pulaski Bank, at which point he returned it to the buyers. Tr. 173. In both cases, Enechukwu returned the checks to the buyer at a time when the contract had not yet been canceled.

Enechukwu argues that the checks were not "moneys belonging to others" within the meaning of the statute because, in Enechukwu's hands, they were of no value. With respect to the check payable to Pulaski Bank, we agree. Pulaski declined to act as an escrow agent and declined to accept the check for the purpose for which it was made. Enechukwu could neither cash the check in order to hold the funds himself, nor deposit the funds into escrow with Pulaski. Enechukwu followed an appropriate course of action by returning the check to the buyer and getting a replacement check payable to Secured Title, an entity willing to facilitate the

³ No copy of this check was available or introduced as an exhibit.

transaction. At this point, however, he was in possession of funds belonging to another, and had a clear directive on what to do with them. The sales contract was contingent upon the buyers' ability to obtain financing, and ultimately, the \$10,000 would likely have been returned to them. But simply holding the check, and returning it to the buyers when their financing fell through, violated a fiduciary duty owed to the sellers to safeguard the funds until a written release was obtained from all parties consenting to its disposition. *See, Rivermont Village, Inc. v. Preferred Land Title, Inc.*, 371 S.W.3d 858, 863 (Mo. App. S.D. 2012). There is cause for discipline under § 339.100.2(1).

Drafting and Revising a Contract Not Approved by an Attorney

The MREC alleges cause for discipline under § 339.100.2(15), based on Enechukwu violating 20 CSR 2250-8.140, which provides:

(1) When acting as a broker in a transaction, a broker may use current standardized forms including, but not limited to, contracts, agency disclosures, property management agreements, listing agreements, warranty deeds, quit claim deeds, trust deeds, notes, security instruments and leases, prepared or approved by the broker's counsel or by the counsel for a trade association of which the broker is a member or associate member, or by a Missouri state or local bar association and may complete them by filling in blank spaces to show the parties, property description and terms necessary to close the transaction the broker has procured.

(2) A real estate broker shall not make a separate charge for completing any standardized forms and shall not prepare those forms for persons in transactions in which s/he is not acting as a broker, unless the broker is one of the parties to the contract or instrument or owns or is employed by an escrow company or closing firm which is handling the closing.

The MREC alleges Enechukwu violated subsection (1) by drafting or revising the Roof Settlement Agreement for the buyers. Subsection (1) allows brokers to prepare documents by filling in forms that have already been analyzed and approved by licensed attorneys. We agree with the MREC that the rule is intended to define the limits of what a real estate broker may do without having engaged in the practice of law. But, as Enechukwu points out, subsection (1) does

not specifically prohibit anything, and in fact, it is beyond the MREC's authority to regulate the practice of law.

Subsection (2), on the other hand, prohibits two things. First, it prohibits a real estate broker from making a separate charge for filling out the standardized forms that are available to him as a real estate professional, and second, it prohibits a real estate broker from preparing those forms unless he is acting as the broker for the transaction or is himself a party to the transaction. There is adequate evidence to conclude that Enechukwu drafted *something* for Opande and Bosire, and there is adequate evidence to conclude that Enechukwu expected to be paid \$500 for this service. But the title company made further revisions before it was signed, and the document Enechukwu drafted is not part of the record in this case. *See*, Ex. D-49; Tr. 179. Further, Enechukwu consistently denied ever having received the \$500. While Enechukwu may have engaged in the law business in violation of § 484.020, RSMo 2000, there is insufficient evidence to conclude that he made "a separate charge for completing any standardized forms" in violation of 20 CSR 2250-8.140(2). He is not subject to discipline under § 339.100.2(15) for violating this rule.

Failure to Enter into a Written Agreement

Section 339.780.3 provides:

Before or while engaging in any acts enumerated in section 339.010, except ministerial acts defined in section 339.710, a designated broker acting as a single agent for a buyer or tenant shall enter into a written agency agreement with the buyer or tenant. The agreement shall include a licensee's duties and responsibilities specified in section 339.740 and the terms of compensation.

Enechukwu does not dispute that he intended to represent the buyers or that he intended to receive compensation from them. Instead, he contends that a broker disclosure form, combined with a sales contract that he prepared and Opande ultimately signed, met the requirements of § 339.780.3. Even with the addition of hand-drawn signature lines with Matthews' and Bosire's

signatures affixed, the broker disclosure form is not a contract. It is pre-printed form from the MREC that recites “[t]his disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.” Ex. D-78. Rather than specifying the licensee’s responsibilities and the terms of compensation, it lays out a range of options available under the law. *Id.* The sales contract itself is a contract between the buyer and the seller, not between the buyer and the licensee. Ex. D-65. And although it specifies that the buyer is to pay a commission of one percent, it does not otherwise define a relationship between the buyer and the licensee.

The MREC has further defined by rule what constitutes a buyer’s agency agreement. 20 CSR 2250-8.090(5) lists 13 items that must be incorporated, including a description of the property, a specification of the fee or commission to be paid, and a definite beginning and expiration date. Enechukwu did not enter into a written agency agreement with Opande or Bosire as a result of any combination of signed documents. Enechukwu’s failure to prepare and execute a written agency agreement violates § 339.780.3 as further defined by 20 CSR 2250-8.090(5), which is cause for discipline under §339.100.2(15).

Incompetence

Incompetency is a general lack of professional ability, or a lack of disposition to use an otherwise sufficient professional ability, to perform in an occupation. *Tendai v. Missouri State Bd. of Reg’n for the Healing Arts*, 161 S.W.3d 358, 369 (Mo. banc 2005). We follow the analysis of incompetency in a disciplinary case from the Supreme Court, *Albanna v. State Bd. of Reg’n for the Healing Arts*, 293 S.W.3d 423 (Mo. banc 2009). Incompetency is a “state of being” showing that a professional is unable or unwilling to function properly in the profession.

MREC alleges that the overall pattern of the facts in this case demonstrates that Enechukwu conducted this transaction with a lack of professionalism, competence, and

knowledge of his responsibilities as a professional real estate broker, and there is therefore cause for discipline under § 339.100.2(16) and (19). Subsection (19) authorizes discipline for “any other conduct which constitutes untrustworthy, improper or fraudulent business dealings or demonstrates bad faith or gross incompetence[.]” The adjective “other” means “not the same : DIFFERENT, any [other] man would have done better[.]” WEBSTER’S THIRD INTERNATIONAL DICTIONARY, 1598 (unabr. 1986). Therefore, subdivision (19) refers to conduct different than referred to in the remaining subdivisions of the statute.

Viewing the record as a whole, it appears that Enechukwu’s intention was to engage in some form of limited representation – at a reduced fee – to assist his acquaintances in navigating a for-sale-by-owner transaction. He testified that “[m]y job is to write the [sales] contract for them for 1 percent instead of 3 percent.” Tr. 157. His failure to make his terms crystal clear by entering into a written agency agreement resulted in the parties being disappointed in their expectations. His shortcuts led to conflicting understandings and testimony as to whether his fee was 1% of the sale price, as recited in the sales contract, or a flat \$500, or both. None of the parties seem to have had a clear understanding of Enechukwu’s role in negotiating the terms of the sale. But there was no evidence presented to demonstrate that this is an ongoing pattern and this one incident does not constitute the “state of being” required to find incompetence. The *Albanna* court said that the evaluation necessitates a broader scale analysis, taking into account the licensee’s capacities and successes. *Albanna*, 293 S.W.3d at 436. Moreover, we have found that the conduct described is cause for discipline under subsections (1) and (15). There is no “other” conduct subject to discipline under subsection (19). Enechukwu is not subject to discipline for incompetence under § 339.100.2(16) and (19).

Summary

Enechukwu is subject to discipline under § 339.100.2(1) for failure to properly maintain moneys belonging to others and under § 339.100.2(15) for representing a buyer without entering into an agency agreement. He is not subject to discipline under § 339.100.2(15) for violating 20 CSR 2250-8.140(2), or under § 339.100.2(16) and (19) for incompetence.

SO ORDERED on April 11, 2016.



BRETT W. BERRI
Commissioner

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

Missouri Real Estate Commission)
3605 Missouri Boulevard)
P.O. Box 1339)
Jefferson City, MO 65102-1339,)
(573) 751-2628)

Petitioner,)

v.)

Kevin C. Enechukwu)
11125 Blue Ridge Blvd)
Kansas City, Missouri 64134-3202)
(816) 217-5490)

Respondent.)

FILED

SEP 25 2014

ADMINISTRATIVE HEARING
COMMISSION

Case #: 14-_____ RE

COMPLAINT

Petitioner, Missouri Real Estate Commission, by and through the Attorney General of the State of Missouri, and for its cause of action against Respondent, Kevin C. Enechukwu, states the following:

1. The Missouri Real Estate Commission ("MREC") is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo,¹ for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Brokers, Appraisers and Escrow Agents.

¹ All statutory citations are to the Revised Statutes of Missouri, Supp. 2012, unless otherwise noted.

2. Respondent, Kevin C. Enechukwu (Enechukwu), is an adult individual whose address is 11125 Blue Ridge Blvd, Kansas City, Missouri, 64134-3202, and who holds license no. 1999027612 as a Real Estate Broker, issued by the MREC, which is active and due for renewal on September 30, 2016.

3. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to Sections 621.045 and 339.100.2, RSMo.

APPLICABLE LAWS

4. Section 339.040.1 states:

Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, 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 salesperson in such a manner as to safeguard the interest of the public.

5. Section 339.100.2, RSMO, states:

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:

(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;

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

* * *

(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;

(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.

FACTS

6. In September 2012, Paul and Linda Mathews sought to sell a property located at 1300 NW Pryor Road, Lee's Summit, Missouri. The asking price was \$165,000.
7. The Mathews did not retain a broker, but listed their property on an online listing for sale by owners.
8. Respondent Enechukwu contacted Mr. Mathews on behalf of a client, Enock Opande.
9. Respondent did not have a written buyer's agency agreement with Opande, as required by Section 339.780.3, RSMo.
10. Respondent and Mr. Opande viewed the property.
11. Respondent negotiated with the Mathews on behalf of Mr. Opande, and agreed to a sale price of \$153,000.
12. Respondent made representations to the Mathews that the buyer, Mr. Opande, had prequalified for financing.
13. Opande was unable to qualify for financing.
14. Respondent's statements that Opande had been prequalified were false.

15. Respondent prepared a sales contract which was signed by the parties on October 4, 2012, calling for a sales price of \$153,000, an earnest money payment of \$10,000.00 to be deposited with Pulaski Bank as escrow agent, and the balance to be financed by Pulaski Bank.

16. The buyer delivered the earnest money check to Enechukwu. Enechukwu did not deposit the earnest money check into an escrow account.

17. Pulaski Bank refused to hold the escrow.

18. Rather than holding the earnest money check until a release of all parties could be obtained, as required by Section 339.100.2(1), RSMo, Enechukwu returned the check for the earnest money to the buyer and did not seek another escrow.

19. Opande was unable to qualify for financing, so arrangements were made for his brother-in-law, Onesmus Bosire, to be named as the buyer. Enechukwu informed the Mathews of the substitution.

20. Enechukwu informed the Mathews that Bosire was prequalified for financing on the transaction.

21. The lender raised an issue with the condition of the roof, and Opande and Bosire arranged for a roofer to repair the roof at their expense.

22. Bosire then changed jobs and no longer qualified for the loan.

23. On November 19, 2012, Enechukwu informed the Mathews that the buyers would not be able to close on the transaction.
24. Enechukwu made a further offer for \$105,000 which the sellers rejected.
25. The Mathews then listed the property with a realtor who found a buyer.
26. Bosire sought reimbursement for the funds expended on the roof repair before the Mathews could close with the new buyer.
27. Enechukwu prepared a document entitled "Roof Settlement Agreement" providing for the Mathews to pay \$4,000 at settlement to Bosire in full settlement of the roof repairs issue.
28. The "Roof Settlement Agreement" was not a standard real estate form, was not approved by any bar association, and was not prepared or reviewed by any lawyer.
29. Enechukwu received payment of \$500 from Opande for preparation of the "Roof Settlement Agreement."
30. The property went to settlement on February 13, 2012, and Bosire received a check for \$4000 from the settlement proceeds in payment for the roof repair.

31. Enechukwu's failure to deposit the earnest money in an escrow account, and to maintain the earnest money until all parties having an interest in the earnest money agreed to its disposition, constitutes cause for discipline under Section 339.100.2(1), RSMo.

32. Enechukwu's statements that his client was preapproved for financing, when he was not, constituted substantial misrepresentations in the conduct of his or her business, which is cause for discipline under section 339.100.2(2), RSMo.

33. By failing to hold the earnest money until receiving a written release from all parties, Enechukwu violated 20 CSR 2250-8.130(2), which is cause for discipline under Section 339.100.2(15).

34. By writing up and using a form creating legal rights which was not approved by any bar association or reviewed by legal counsel admitted to the practice of law, Enechukwu violated 20 CSR 2250-8.140(1), which is cause for discipline under Section 339.100.2(15).

35. By charging the client a separate fee for the preparation of the "Roof Settlement Agreement," Enechukwu violated 20 CSR 2250-8.140(2), which is cause for discipline under Section 339.100.2(15).

36. By representing a buyer without a written agency agreement, Enechukwu violated Section 339.780.3, RSMo, which is cause for discipline under Section 339.100.2(15), RSMo.

37. By acting as a transaction broker without a written transaction brokerage agreement, Enechukwu violated Section 339.780.6, RSMo, which is cause for discipline under Section 339.100.2(15), RSMo.

38. By his conduct as described above, Enechukwu engaged in conduct demonstrating a lack of good reputation for honesty, integrity, and fair dealing, which would be cause to deny him a license under Section 339.040.1(2), RSMo, and demonstrated a lack of competence to transact the business of a broker in such a manner as to safeguard the interest of the public, which would be cause to deny him a license under Section 339.040.1(3), RSMo, both of which provide cause to discipline his license under Section 339.100.2(16), RSMo.

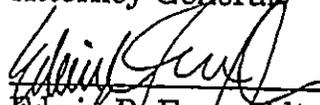
39. By his conduct as described above, Enechukwu engaged in conduct involving untrustworthy, improper or fraudulent business dealings, demonstrated bad faith or incompetence, misconduct, or gross negligence, which is cause for discipline under Section 339.100.2(19), RSMo.

WHEREFORE, Petitioner prays that this Administrative Hearing Commission conduct a hearing in this case pursuant to sections 621.015 to

621.205, RSMo, and thereafter issue its findings of fact and conclusions of law that the Petitioner may discipline Respondent Kevin Enechukwu's Real Estate Broker license under the relevant provisions of Chapter 339, RSMo, and the regulations promulgated thereunder.

Respectfully submitted,

CHRIS KOSTER
Attorney General



Edwin R. Frownfelter
Assistant Attorney General
Missouri Bar No. 59477
615 East 13th St., Suite 401
Kansas City, Missouri 64106
Telephone (816) 889-5019
Facsimile (816) 889-5006
edwin.frownfelter@ago.mo.gov
Attorneys for Petitioner