SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
STEVEN A. GOLDMAN
AND
EAGLE REALTY COMPANY

Steven A. Goldman ("Goldman"), Eagle Realty Company ("Eagle Realty Co."), and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Goldman's licenses as a real estate broker-officer and real estate broker, license nos. 1999021467 and 1999010892, and Eagle Realty Co.'s license as a real estate corporation, license no. 000002125, 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, Goldman, and Eagle Realty Co. 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.

Goldman and Eagle Realty Co. acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the charges against them; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to

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

cross-examine any witnesses appearing against them at the hearing; the right to present evidence on their behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against them; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Goldman and Eagle Realty Co. may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to them by law, Goldman and Eagle Realty Co. 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.

Goldman and Eagle Realty Co. acknowledge that they have received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Goldman and Eagle Realty Co. stipulate that the factual allegations contained in this Settlement Agreement are true and stipulate with the MREC that Goldman's licenses as a real estate broker-officer and real estate broker, license nos. 1999021467 and 1999010892, and Eagle Realty Co.'s license as a real estate corporation, license no. 000002125, are subject to disciplinary action by the MREC in accordance with the

relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC, Goldman, and Eagle Realty Co. in Part II herein is based only on the agreement set out in Part I herein. Goldman and Eagle Realty Co. understand that the MREC may take further disciplinary action against them based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered, except the MREC agrees not to take further action against Goldman and Eagle Realty Co. for the pending complaint filed by Joe and Shalon Simmons, case no. 10-08-236.

I.
Joint Stipulation of Facts and Conclusions of Law

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

1. The Missouri Real Estate Commission ("MREC") is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo, as amended, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, relating to real estate salespersons and brokers.

2. Eagle Realty Company ("Eagle Realty Co.") is licensed by the MREC as a real estate corporation, license no. 000002125. This license is current and active and was so at all times relevant herein.

3. Steven A. Goldman ("Goldman") is licensed by the MREC as a real estate broker-officer, license no. 1999021467. This license lapsed between June 30, 2004 and January 6, 2005. Otherwise, this license is current and active and was so at all times relevant herein.

4. Goldman is also licensed by the MREC as a real estate broker, license no. 1999010892. This license is current and active and was so at all times relevant herein.

5. At all time relevant herein, Goldman was the designated broker of Eagle Realty Co., as defined by § 339.710(12), RSMo, Cum. Supp. 2010, and as such, Goldman bears responsibility for his own conduct as well as that of Eagle Realty Co. Section 339.710(12), RSMo, Cum. Supp. 2010, provides:

> For purposes of sections 339.010 to 339.180, and sections 339.710 to 339.860*, the following terms mean:
>
> (12) "Designated broker", any individual licensed as a broker who is operating pursuant to the definition of real estate broker as defined in section 339.010, or any individual licensed as a broker who is appointed by a partnership, limited partnership, association, limited liability corporation, professional corporation, or a corporation engaged in the real estate brokerage business to be responsible for the acts of the partnership, limited partnership, association, limited liability company, professional corporation or corporation. Every real estate broker partnership, limited partnership, association, limited liability company, professional corporation or corporation shall appoint a designated broker[.]

6. Goldman's real estate licenses are culpable for the conduct and violations as revealed by the MREC's audits of Eagle Realty Co.

7. References herein to Goldman are also references to Eagle Realty Co.

8. References herein to Eagle Realty Co. are also references to Goldman.

9. On or about June 23, 2008, an MREC auditor conducted an audit and examination of Goldman's and Eagle Realty Co.'s business records and escrow accounts (the "Audit") for the period of June 2007 to June 2008 (the "Audit Period").

10. During the Audit Period, Goldman and Eagle Realty Co. maintained a bank account in which they held client funds relating to property management. This account was maintained at the National City Bank, account no. xxxxxx1429 ("Property Management Escrow Account").

11. During the Audit Period, Goldman and Eagle Realty Co. maintained a bank account in which they held client funds relating to security deposits. This account was maintained at the National City Bank, account no. xxxxx2948 ("Security Deposit Escrow Account").

APPLICABLE LAW

12. Section 339.100.2, RSMo, Cum. Supp. 2010, provides in relevant part:

> 2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:
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> . . . .
>
> (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*[.]

. . . .

THE AUDIT:

A. Cause Exists Under §§ 339.100.2(1),(3) and (15), RSMo. For Violations of § 339.105.1, RSMo.

13. Section 339.100.2, RSMo, Cum. Supp 2010, provides in relevant part:

> 2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:
>
> (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;
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> . . . .
>
> (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[.]
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> . . . .

14. Section 339.105.1, RSMo, Cum. Supp. 2010, provides:

> 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 funds have agreed otherwise. No broker shall commingle his

or her person 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 service charges related to the account.

15. The Audit revealed that there was a net shortage in the Property Management Escrow Account, in violation of § 339.105.1, RSMo, including but not limited to the following:

a) Identified overages totaling $26,621.60 when management fees were not removed (see Paragraph 29 for a full accounting);

b) Identified shortages totaling $31,453.22 including the following shortages:

i. $11,512.93 based on a negative owner balance for Owner Sudbury (see Paragraph 35(d) and (f) for a full accounting);

ii. $4,099.11 based on a negative owner balance for Owner SGKS (see Paragraph 35(xx) for a full accounting);

iii. $153.11 based on bank charges not booked to an owner;

iv. $10.00 based on maintenance not charged to any owner;

v. $100.00 based on key deposits received by Goldman and turned over to owner when the deposits should have been held in the Security Deposit Escrow Account; and

vi. $15,578.07 based on commingling (see Paragraph 16 for a full accounting).

16. The Audit revealed that on numerous instances there was commingling of funds in the Property Management Escrow Account, in violation of § 339.105.1, RSMo, including but not limited to when the following checks were written:

¶	Check No.	Date	Payee	For	Amount
a)	3820	7-17-07	Sher & Shabsin, P.C.	exchange for garnishment	$26.00
b)	3872	8-20-07	William H. Leyhe III	Office	$22.00
c)	3897	9-20-07	Eagle (spelling)	R. Welester xch (spelling)	$1,200.00
d)	3937	10-18-07	William H. Leyhe III	xchange	$2.00
e)	3983	11-20-07	National City Bank	Payroll Tax—Type 941 4th quarter	$764.64
f)	4007	12-4-07	Laura Baur	(Jeff) 621 Broadmoor	$100.00
g)	4008	12-4-07	Mary Lombardi	(Jeff) 621 Boradmoor	$100.00
h)	4009	12-5-07	St. Louis Auto & Truck	Autos	$190.50
i)	4035	12-27-07	William H. Leyhe III	Office xchange	$50.00
j)	4045	1-8-08	National City Bank	Payroll Tax—Type 941 4th quarter	$706.58
k)	4046	1-7-08	Exxon Mobil	unclear	$342.80
l)	4102	2-12-08	William H. Leyhe, III	Office xchange	$26.00
m)	4134	3-5-08	Winbrook Mgmt. LLC	Rent and storage	$1,009.50
n)	4136	3-5-08	Interpark	3 cars at $155.00	$465.00
o)	4137	3-5-08	Chrysler Financial	Unclear	$339.15
p)	4138	3-5-08	Alliance B.C.B.S.	Unclear	$1,117.06

¶	Check No.	Date	Payee	For	Amount
q)	4140	3-5-08	Mary Lombardi	Sam's Office	$44.44
r)	4154	3-12-08	William H. Leyhe, III	Itoro Umana and Office xchange	$20.00
s)	4171	3-24-08	SMDS-RJA	Donations S. Goldman	$75.00
t)	4192	4-2-08	Anthem Blue Cross Blue Shield	N/A	$1,117.06
u)	4193	4-2-08	Interpark	Customer 320576	$465.00
v)	4194	4-2-08	Ikon Financial Services	Account	$87.03
w)	4195	4-2-08	Fed Ex	Account	$7.64
x)	4196	4-2-08	Sprint	Account	$92.73
y)	4197	4-2-08	Shell	Account	$42.22
z)	4198	4-2-08	AT&T	Account	$196.22
aa)	4199	4-1-08	Stuart H. Goldenberg, P.C.	1416 Montgomery, exchange D.N.P.	$200.00
bb)	4200	4-1-08	City of St. Louis	1416 Montgomery Fine D.N.P.	$150.50
cc)	4224	4-16-08	William H. Leyhe, III	Office xchange	$40.00
dd)	4248	4-29-08	S. Goldman	Unclear	$234.00
ee)	Recpt.	N/A	Appraisal exp. McKissok Sch.	N/A	$109.00
ff)	Recpt.	N/A	Cell Phone AT&T	N/A	$125.00
gg)	4263	5-12-08	William H. Leyhe, III	2568 Palm Office Xchange	$135.00
hh)	3791	7-1-07	Cash	Cash-x	$1,000.00
ii)	3817	7-18-07	S. Goldman	Exch.	$950.00

¶	Check No:	Date	Payee	For	Amount
jj)	3820	7-17-07	Sher & Shabsin, P.C.	Exchange for garnishment	$26.00
kk)	3829	7-19-07	Cash	Office—x	$2,000.00
ll)	3839	7-26-07	Cash	Exchange	$1,000.00
mm)	4069	1-17-08	Cash	Office exchange	$1,000.00
nn)	Total				$15,578.07

17. The Audit revealed that on numerous instances there was commingling of funds in the Security Deposit Escrow Account, in violation of § 339.105.1, RSMo, including but not limited to when the following checks were written:

¶	Check No:	Date	Payee	For	Amount
a)	1850	5-7-07	S. Goldman	Adv.	$1,000.00
b)	1863	9-17-07	S. Goldman	Adv./Draw	$1,500.00
c)	1864	10-2-07	Cash	Cash 4 Change	$1,500.00
d)	1865	10-2-07	Cash		$2,100.00
e)	1868	10-19-07	Cash		$1,500.00
f)	1871	11-4-07	S.G		$1,000.00
g)	1873	12-10-07	S.G.	Adv.	$750.00
h)	1883	1-11-08	S. Goldman	Adv.	$500.00
i)	1884	1-14-08	S. Goldman		$1,000.00
j)	1885	2-11-08	L. Baker (sp.)	Paid 3-5-08	$1,000.00
k)	1886	2-13-08	S. Goldman		$750.00
l)	1888	3-18-08	H. Noble (sp.)	Unclear	$1,000.00
m)	1889	4-9-08	S. Goldman		$1,250.00
n)	Total				$14,850.00

18. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section A, in failing to maintain and deposit in a special account, separate and apart from his personal or other business accounts, all moneys belonging to others entrusted to him 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, provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(1), RSMo.

19. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section A, in failing within a reasonable time to account for or to remit any moneys coming into their possession that belongs to others, provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(3), RSMo.

20. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section A, in creating an identified/unidentified shortages and in allowing such shortages to occur and to remain in the various above-mentioned escrow accounts, and in creating an identified/unidentified overages and in allowing such overages to occur and to remain in the various above-mentioned escrow accounts, and in commingling personal funds or other funds in both escrow accounts demonstrates that Goldman and Eagle Realty Co., individually and collectively, failed to maintain the escrow account(s) in violation of § 339.105.1, RSMo, which provides cause to discipline

the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

B. Cause Exists Under § 339.100.2(15), RSMo.

1. Violations of § 339.105.3, RSMo.

21. Section 339.105.3, RSMo, provides, in pertinent part:

> 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.

22. 20 CSR 2250-8.120(7) provides:

> The designated broker and the branch office manager shall be responsible for the maintenance of the escrow account and shall ensure the brokerage's compliance with the statutes and rules related to the brokerage escrow account(s).

23. The Audit revealed that Goldman did not maintain records necessary to determine the adequacy of the Security Deposit Escrow Account, in violation of § 339.105.3, RSMo, including but not limited to the following:

a) During the Audit, the examiner could not verify the 2007 deposits because the deposit tickets were not retained and the 2008 deposit tickets did not contained the related transaction;

b) Goldman's deposit register did not contain all deposits and included some deposits that were never made per the bank statements;

c) Goldman used the account to cash checks for the office and maintenance personnel;

d) Goldman used the account to hold money and execute transactions related to his appraisal business;

e) Goldman made out checks to "cash" and to various agents; and

f) Personal payments were made of the account.

24. As the designated broker of Eagle Realty Co., Goldman was responsible for the maintenance of books, records, contracts and other necessary documents so that the adequacy of each escrow may be determined at any time and provided to the MREC and its duly authorized agents for inspection at all times during regular business hours at the usual place of business of Goldman and Eagle Realty Co., pursuant to § 339.105.3, RSMo.

25. As the designated broker of Eagle Realty Co., Goldman was responsible for the maintenance of the escrow accounts, including the Property Management Escrow Account and the Security Deposit Escrow Account, and for ensuring Eagle Realty Co.'s compliance with the statutes and rules related to the brokerage escrow accounts, pursuant to 20 CSR 2250-8.120(7).

26. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section B.1, in failing to provide records necessary to determine the adequacy of the escrow accounts to the MREC, demonstrates that Goldman violated 20 CSR 2250-8.120(7) and Goldman and Eagle Realty Co., individually and

collectively, violated § 339.105.3, RSMo, which provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

2. Violations of § 339.730.1(1) and 20 CSR 2250-8.090(9)(F)

27. Section 339.730.1(1), RSMo, provides in relevant part:

> 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[.]

28. 20 CSR 2250-8.220(6) provides:

> (6) Fees or commissions payable to a broker must be withdrawn from a property management escrow 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.

29. The Audit revealed that on seventy-four (74) instances, the management fees were not removed as specified in each respective management agreement, in violation of § 339.730.1(1), RSMo, and 20 CSR 2250-8.220(6), including but not limited to the following:

¶	Date	Owner	Property Address	Check Mgt. Amount or Rent Amount Collected	% of Mgmt. fee from Mgmt. Agmt	Total Mgmt. Fee per Property	Amount Broker Took	Difference
a)	July-Dec. 2007	Roberts	3631-33 Ferdinand	$12,419.33	5.00%	$620.97		$620.97
b)			2724 Arlington	$8,770.00	5.00%	$438.50		$438.50
c)			2934 Aldine	$0.00	5.00%	$0.00		$0.00

¶	Date	Owner	Property Address	Check Mgt. Amount or Rent Amount Collected	% of Mgmt. fee from Mgmt. Agmt	Total Mgmt. Fee per Property	Amount Broker Took	Difference
d)		Harris	621 Broadmoor/Highland Park	$65,820.00	7.00%	$4,607.40		$4,607.40
e)			2705-31 N. Hwy 67	$80,137.20	5.00%	$4,006.86		$4,006.86
f)		Lindbergh Building LLC	5501-23 S. Lindbergh	$79,175.00	Flat fee	$2,800.00		$2,800.00
g)		SGKS LC Properties	3242 Nebraska	$5,607.75	7.50%	$420.58		$420.58
h)		Allen	3632 Marceline Terr.	$9,638.67	7.00%	$674.71		$674.71
i)		Clayton Invest. Corp.	3906-18 Clayton	$69,132.32	5.00%	$3,456.62		$3,456.62
j)	Jan. – April 2008	Roberts	3631-33 Ferdinand	$5,070.00	5.00%	$253.50		$253.50
k)			2724 Arlington	$3,040.00	5.00%	$152.00		$152.00
l)		Harris	621 Broadmoor/Highland Park	$27,990.00	7.00%	$1,959.30		$1,959.30
m)			2705-31 N. Hwy 67	$33,356.84	5.00%	$1,667.84		$1,667.84
n)		Lindbergh Building LLC	5501-23 S. Lindbergh	$65,375.00	Flat fee	$2,500.00		$2,500.00
o)		Sudbury Properties LLC	833 Sudbury	$10,725.00	7.00%	$750.75		$750.75
p)			43 Brighton Way	$8,650.00	7.00%	$605.50		$605.50
q)		SGKS LC Properties	3242 Nebraska	$1,956.10	7.50%	$146.71		$146.71
r)		Maclin	2147-53 Sun Valley	$900.00	6.00%	$54.00		$54.00
s)			1275 Borden	$2,410.00	6.00%	$144.60		$144.60
t)		Allen	3632 Marceline Terr.	$3,725.00	7.00%	$260.75		$260.75
u)		Clayton Invest. Corp.	3906-18 Clayton	$22,020.48	5.00%	$1,101.02		$1,101.02
v)	Total							$26,621.61

30. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section B.2, in failing to perform the terms of the written agreement by not removing management fees either in full or in part constitutes a violation of § 339.730.1(1), RSMo, and 20 CSR 2250-8.220(6) and provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

3. Violations of 20 CSR 2250-8.160(2)

31. 20 CSR 2250-8.160(2), provides:

> (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.

32. The Audit revealed that on numerous instances Goldman failed to retain records, in violation of 20 CSR 2250-8.160(2), including but not limited to the following:

a) Deposit tickets for the Property Management Escrow Account were not maintained on fifty-four (54) instances:

i. For the June 2007 bank statement, there were six (6) deposits, but no corresponding deposit tickets;

ii. For the July 2007 bank statement, there were six (6) deposits, but no corresponding deposit tickets;

iii. For the August 2007 bank statement, there were five (5) deposits, but no corresponding deposit tickets;

iv. For the September 2007 bank statement, there were seven (7) deposits, but no corresponding deposit tickets;

v. For the October 2007 bank statement, there were six (6) deposits, but no corresponding deposit tickets;

vi. For the November 2007 bank statement, there were four (4) deposits, but no corresponding deposit tickets;

vii. For the December 2007 bank statement, there were four (4) deposits, but no corresponding deposit tickets;

viii. For the January 2008 bank statement, there were three (3) deposits, but no corresponding deposit tickets;

ix. For the February 2008 bank statement, there were four (4) deposits, but no corresponding deposit tickets;

x. For the March 2008 bank statement, there were three (3) deposits, but no corresponding deposit tickets; and

xi. For the April 2008 bank statement, there were six (6) deposits, but no corresponding deposit tickets.

b) Deposit tickets for the Security Deposit Escrow Account were not maintained on twenty-four (24) instances:

i. For the June 2007 bank statement, there was one (1) deposit, but no corresponding deposit ticket;

ii. For the July 2007 bank statement, there were three (3) deposits, but no corresponding deposit tickets;

iii. For the August 2007 bank statement, there were two (2) deposits, but no corresponding deposit tickets;

iv. For the September 2007 bank statement, there were two (2) deposits, but no corresponding deposit tickets;

v. For the October 2007 bank statement, there were six (6) deposits, but no corresponding deposit tickets;

vi. For the November 2007 bank statement, there were two (2) deposits, but no corresponding deposit tickets;

vii. For the December 2007 bank statement, there was one (1) deposit, but no corresponding deposit ticket;

viii. For the January 2008 bank statement, there were two (2) deposits, but no corresponding deposit tickets;

ix. For the March 2008 bank statement, there were two (2) deposits, but no corresponding deposit tickets; and

x. For the April 2008 bank statement, there were three (3) deposits, but no corresponding deposit tickets.

33. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section B.3, in failing to retain for a period of at least three years true copies of all business books, accounts, and records when those records were not 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, constitutes a violation of 20 CSR 2250-8.160(2), which provides cause to discipline the

real estate licenses of Goldman and Eagle Reality Co. pursuant to § 339.100.2(15), RSMo.

4. Violations of 20 CSR 2250-8.220(1)

34. 20 CSR 2250-8.220(1) provides:

> (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.

35. The Audit revealed that on fifty (50) instances, Goldman disbursed funds from the Property Management Escrow Account when the owner's account balance was not sufficient, in violation of 20 CSR 2250-8.220(1), including but not limited to the following:

¶	Owner	Property	Date	Disb.[2] Made	Ending Balance (MTD)
a)	Sudbury Properties LP No. 2	45 Brighton Way	February 2008	Yes	-$2,807.49
b)			March 2008	Yes	-$5,945.95
c)			April 2008	Yes	-$7,143.25
d)			May 2008	Yes	-$6,474.00
e)	Sudbury Properties LLC	833 Sudbury	April 2008	Yes	-$2,299.22

2 "Disb." Is short for "disbursement"

¶	Owner	Property	Date	Disb. 2 Made	Ending Balance (MTD)
f)			May 2008	Yes	-$5,038.93
g)	Clayton Investment Corp.	3906-18 Clayton	July 2007	Yes	-$1,774.25
h)			October 2007	Yes	-$2,237.81
i)			November 2007	Yes	-$623.53
j)			December 2007	Yes	-$576.55
k)			January 2008	Yes	-$137.98
l)	Allen	3632 Marceline Terrace	June 2007	Yes	-$959.21
m)			July 2007	Yes	-$1,532.42
n)			August 2007	Yes	-$1,418.77
o)			September 2007	Yes	-$814.44
p)			October 2007	Yes	-$398.14
q)			November 2007	Yes	-$1,658.81
r)			December 2007	Yes	-$1,004.48
s)			January 2008	Yes	-$1,219.18
t)			February 2008	Yes	-$200.83
u)	Roberts	4631-33 St. Ferdinand	June 2007	Yes	-$17,257.54
v)			July 2007	Yes	-$17,375.59
w)			August 2007	Yes	-$20,158.44
x)			September 2007	Yes	-$21,110.77

¶	Owner	Property	Date	Disb. 2 Made	Ending Balance (MTD)
y)			October 2007	Yes	-$16,437.12
z)			March 2008	Yes	-$58,467.98
aa)		4934 Aldine	September 2007	Yes	-$39,783.91
bb)	Eagle Realty Co.	2110 Stansbury	June 2007	Yes	-$344.74
cc)			July 2007	Yes	-$1,886.69
dd)			August 2007	Yes	-$2,010.13
ee)			September 2007	Yes	-$2,042.62
ff)			October 2007	Yes	-$2,914.86
gg)			November 2007	Yes	-$2,241.25
hh)			December 2007	Yes	-$1,598.24
ii)			January 2008	Yes	-$1,753.96
jj)			February 2008	Yes	-$1,090.62
kk)			March 2008	Yes	-$507.50
ll)			April 2008	Yes	-$757.50
mm)	SGKS, LC Properties	3242 Nebraska	June 2007	Yes	-$1,368.90
nn)			July 2007	Yes	-$898.59
oo)			August 2007	Yes	-$1,689.82
pp)			September 2007	Yes	-$1,774.80
qq)			October 2007	Yes	-$2,094.49

¶	Owner	Property	Date	Disb. 2 Made	Ending Balance (MTD)
rr)			November 2007	Yes	-$2,314.47
ss)			December 2007	Yes	-$2,630.70
tt)			January 2008	Yes	-$3,442.51
uu)			February 2008	Yes	-$5,173.01
vv)			March 2008	Yes	-$4,798.04
ww)			April 2008	Yes	-$4,366.53
xx)			May 2008	Yes	-$4,099.41

36. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section B.4, in making disbursements from the Property Management Escrow Account when the account balance for that owner's(s') property(ies) was not sufficient to cover the disbursement(s), constitutes a violation of 20 CSR 2250-8.220(1), which provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

5. Violations of 20 CSR 2250-8.220(2)

37. 20 CSR 2250-8.220(2) provides:

> (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.

38. The Audit revealed that on numerous occasions, including but not limited to the conduct set forth in Paragraph 17, Goldman failed to maintain the security deposits

intact in violation of 20 CSR 2250-8.220(2), which provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

6. Violations of 20 CSR 2250-8.220(8)

39. 20 CSR 2250-8.220(8) provides:

> (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.

40. The Audit revealed that on eight (8) instances, Goldman failed to indicate the related transactions or checks written from, or each corresponding check stub, or other record of disbursement of funds from the Property Management Escrow Account, in violation of 20 CSR 2250-8.220(8), including but not limited to the following:

¶	Check No.	Date	Payee	For	Amount
a)	3897	9-20-07	Eagle (spelling)	R. Welester xch (spelling)	$1,200.00
b)	3872	8-20-07	William H. Leyge, III	Office DNP	$22.00
c)	4248	4-29-08	S. Goldman	N/A	$234.00
d)	3791	7-1-07	Cash	Cash-x	$1,000.00
e)	3829	7-19-07	Cash	Office-x	$2,000.00
f)	3839	7-26-07	Cash	Exchange	$1,000.00
g)	4069	1-17-08	Cash	Office exchange	$1,000.00

41. The Audit revealed that on ten (10) instances, Goldman failed to indicate the related transaction on the deposit ticket for the Security Deposit Escrow Account, in violation of 20 CSR 2250-8.220(8), including but not limited to the following:

¶	Deposit	Date	Trans. No.	Amount
a)	National City checking deposit	1-28-08	29	$1,000.00
b)	National City checking deposit	1-05-08	31	$315.00
c)	National City checking deposit	3-5-08	60	$2,330.00
d)	National City checking deposit	3-5-08	62	$615.00
e)	National City checking deposit	4-14-08	43	$2,000.00
f)	National City checking deposit	4-14-08	48	$575.00
g)	National City checking deposit	4-28-08	25	$3,000.00
h)	National City checking deposit	5-1-08	39	$12,973.72
i)	National City checking deposit	5-21-08	46	$3,680.00
j)	National City checking deposit	5-23-08	31	$3,335.00

42. The conduct of Goldman and Eagle Realty Co., individually and collectively, as set forth in this Section B.6, in failing to indicate the related transactions or checks written from, or each corresponding check stub, or other record of disbursement of funds from the above-listed escrow accounts, constitutes a violation of 20 CSR 2250-8.220(8), which provides cause to discipline the real estate licenses of Goldman and Eagle Realty Co. pursuant to § 339.100.2(15), RSMo.

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, Cum. Supp. 2010.

43. **The licenses of Goldman and Eagle Realty Co. are on probation.** Goldman's licenses as a real estate broker-officer and real estate broker, license nos. 1999021467 and 1999010892, and Eagle Realty Co.'s license as a real estate corporation, license no. 000002125, are hereby placed on **PROBATION** for a period of **TWO (2) YEARS** and they are assessed a **CIVIL PENALTY OF $2,500**. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Goldman shall be entitled to practice as a real estate broker-officer and real estate broker and Eagle Realty Co. shall be entitled to practice as a real estate corporation, under §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended, provided Goldman and Eagle Realty Co. adhere to all the terms of this agreement.

44. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

(A) Goldman and Eagle Realty Co. shall keep the MREC apprised at all times of their current addresses and telephone numbers at each place of residence and business. Goldman and Eagle Realty Co. shall notify the MREC in writing within ten (10) days of any change in this information.

(B) Goldman and Eagle Realty Co. shall timely renew their real estate licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain their license(s) in a current and active status.

(C) Goldman and Eagle Realty Co. 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) Goldman and Eagle Realty Co. 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, Goldman and Eagle Realty Co. 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, Goldman and Eagle Realty Co. change their residence from the State of Missouri, cease to be currently licensed in Missouri under Chapter 339, RSMo, as amended, fail to timely pay all fees required for license renewal, or fail 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) Goldman and Eagle Realty Co. 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.

(H) Goldman and Eagle Realty Co. agree to pay a civil penalty of $2,500. Said penalty is authorized under § 339.205, RSMo, Cum. Supp. 2010.

(I) Goldman and Eagle Realty Co. agree to pay the $2,500 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. Goldman and/or Eagle Realty Co. shall postmark and mail or hand deliver said check within sixty (60) days of the date when this Settlement Agreement becomes effective.

(J) Funds received pursuant to this agreement shall be handled in accordance with § 7 of Article IX of the Missouri Constitution. Section 339.205.8, RSMo, Cum. Supp. 2010.

(K) In the event the MREC determines that Goldman and Eagle Realty Co. have failed to pay any portion of the $2,500 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, Cum. Supp. 2010; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Goldman and Eagle Realty Co.'s licenses under § 324.042, RSMo, Cum. Supp. 2010; and (3) deny, discipline, or refuse to renew or reinstate Goldman and Eagle Realty Co.'s licenses under § 339.205.7, RSMo, Cum. Supp. 2010.

45. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

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

47. 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, except the MREC agrees not to take further action against Goldman and Eagle Realty Co. for the pending complaint filed by Joe and Shalon Simmons, case no. 10-08-236.

48. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be

held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Goldman and Eagle Realty Co. agree and stipulate that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

50. 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.

51. 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.

52. Goldman, together with his partners, assigns, agents, employees, representatives and attorney 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.

53. Eagle Realty Co., together with its partners, shareholders, officers, directors, assigns, agents, employees, representatives and its attorney(s), 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.

54. This Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the MREC.

LICENSEE

11/3/11

Steven A. Goldman Date

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Attorneys for the MREC

LICENSEE

Eagle Realty Company

Authorized Representative of Licensee

By signing below, I hereby certify that:
1) I am an owner, partner, corporate officer/director, or manager-in-charge of this license and;
2) I am authorized to sign this Settlement Agreement on the Licensee's behalf.

Sign:

Steven A. Goldman
Print:

President
Title:

11-3-11
Date:

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