SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
MELISSA T. BREAM
AND
SSS ASSOCIATES, LLC

Melissa T. Bream (Bream), SSS Associates, LLC (SSS), and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Bream's licenses as a broker associate, nos. 1999026315 and 2007007153, Bream's license as a broker, no. 2005007229, and SSS's license as a real estate association, license no. 2006038183, 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. The MREC, Bream, and SSS jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Bream and SSS acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the

[1] All statutory citations are to the 2013 Revised Statutes of Missouri unless otherwise noted.

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 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 Bream and SSS 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, Bream and SSS 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.

Bream and SSS 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. Bream and SSS stipulate that the factual allegations

contained in this Settlement Agreement are true and stipulate with the MREC that Bream's licenses as a broker associate, license nos. 1999026315 and 2007007153, Bream's license as a broker, no. 2005007229, and SSS's license as a real estate association, license no. 2006038183, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and §§ 339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC, Bream, and SSS in Part II herein is based only on the agreement set out in Part I herein. Bream and SSS 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.

I.
Joint Stipulation of Facts and Conclusions of Law

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

1. SSS is a limited liability company, charter no. LC0776693. At all relevant times herein, SSS was licensed with the MREC as a real estate association, license no. 2006038183.

2. Bream is licensed by the MREC as a real estate broker associate, license number 1999026315. Bream's license was current and active at all times relevant herein. Bream has served as the designated broker of SSS at all times relevant herein.

3. Bream is also licensed by the MREC as a real estate broker associate, license number 2007007153 and as a real estate broker, license number 2005007229.

4. At all times relevant herein, Bream was the designated broker of SSS, as defined by § 339.710(12), RSMo as cited below; and, as such, Bream bears responsibility for her own conduct as well as that of SSS.

> 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[.]

5. From June 1 to June 3, 2011 (Audit #1), the MREC conducted an audit and examination of Bream and SSS's business records and escrow accounts for the period of June 2010 to June 2011. Beginning December 12, 2012 and ending January 14, 2013 (Audit #2), the MREC conducted a re-audit in order to follow-up on the results from Audit 1. Audit #2 examined the period of December 2011 to December 2012. The findings of fact and conclusions of law set forth hereinafter represent the findings of the audits.

6. Bream's real estate license is culpable for the conduct and violations revealed by the MREC's two audits of Bream and SSS.

Applicable Statutes and Regulations

7. Section 339.100.2(1), (14), and (15), RSMo. setting forth the grounds for discipline, states in pertinent 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;

. . .

(14) Placing a sign on or advertising any property offering it for sale or rent without the written consent of the owner or his or her duly authorized agent;

(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[.]

8. Section 339.105.1, RSMo, regarding the management of escrow accounts, states in pertinent 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 service charges related to the account.

9. Section 339.730.1(1), RSMo 2000, regarding the duties and obligations of a buyer's agent, states in pertinent 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[.]

10. Section 339.780.1, .2 and .3, RSMo, regarding brokerage service agreements, states in pertinent part:

> 1. All written agreements for brokerage services on behalf of a seller, landlord, buyer, or tenant shall be entered into by the designated broker on behalf of that broker and affiliated licensees, except that the designated broker may authorize affiliated licensees in writing to enter into the written agreements on behalf of the designated broker.
>
> 2. Before engaging in any of the activities enumerated in section 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.
>
> 3. 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.

11. Regulation 20 CSR 2250-4.030(1), regarding the use of fictitious business names, states:

> Any broker doing business under any name other than the broker's legal name or any entity doing business under any name other than the name registered with the secretary of state, shall first comply with the provisions of sections 417.200-417.230, RSMo on the registration of fictitious names and shall furnish the commission a copy of the registration within ten (10) days of receipt of the official registration from the secretary of state.

12. Regulation 20 CSR 2250-8.090 (1) regarding written consent from the owner of property states:

> (1) A licensee shall not advertise or place a sign upon any property offering it for sale or lease to prospective customers without the written consent of the owner or his or her duly authorized agent.

13. Regulation 20 CSR 2250-8.096(1)(A)2, regarding brokerage relationship confirmations, states in pertinent part:

> (1) Licensee acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationship 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—

...

(2) Identify the source or sources of compensation[.]

14. Regulation 20 CSR 2250-8.110(4)(B), regarding a licensee's interest in a transaction, states in pertinent part:

(4) Directed or Controlled Business

...

(B) A licensee who has a controlled business arrangement with a provider of settlement services and who, directly or indirectly refers business to that provider or affirmatively influences the selection of that provider shall disclose the arrangement to the person whose business is referred or influenced. This disclosure shall be given on a separate form and shall be signed by the person whose business is referred or influenced. The disclosure shall be given and signed before or at substantially the same time that the business is referred or the provider is selected. The licensee shall retain a copy of the signed form. The form shall be in at least ten (10) point type and shall contain [certain] language...

15. Regulation 20 CSR 2250-8.120 (1) and (4), regarding deposits to escrow and trust accounts, states in pertinent part:

(1) All money received by a licensee as set out in section 339.100.2(1), RSMo shall be deposited in the escrow or trust account maintained by the broker no later than ten (10) banking days following the last date on which the signatures or initials, or both, of all

the parties to the contract are obtained, unless otherwise provided in the contract.

(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.

16. Regulation 20 CSR 2250-8.200(1), regarding property management agreements, states:

(1) When managing 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.

17. Regulation 20 CSR 2250-8.220(3), regarding property management and security deposit escrow accounts, states:

> (3) All money received by a broker in connection with any property management must be deposited within ten (10) banking days to the escrow or trust account maintained by the broker.

AUDIT #1
Rent Not Deposited and Maintained in Escrow

18. On at least the following four properties, rent checks were deposited into the firm's brokerage operating account:

a) 347 Stone Village Drive, Wentzville, Missouri 63385

b) 1320 Thrush Lane, Florissant, Missouri 63031

c) 168 Glenbarr Court, Valley Park, Missouri 63088

d) 125 Bushy Brook Drive, O'Fallon, Missouri 63366

19. The failure to deposit these funds into an escrow or trust account is a violation of Section 339.100.2(1), Section 339.105.1 RSMo, 20 CSR 2250-8.120(4) and 20 CSR 2250-98.220(3).

Advertisement of an Expired Listing

20. On at least two occasions a licensee associated with SSS advertised an expired listing, as follows:

a) 1 Grand Meridien Forest, Wildwood, Missouri 63005, expired on April 30, 2010, but was still listed on June 2, 2011; and

b) 11482 Double T Lane, Bridgeton, Missouri 63044, expired on February 18, 2011, but was still listed as of June 1, 2011;

21. In both instances there was a failed attempt to extend the listings via email; however neither listing agreement authorized changes to the agreement via email, and therefore the listings expired.

22. By advertising an expired listing, Bream and SSS violated Section 339.100.2 (14), RSMo and 20 CSR 2250-8.090 (1).

Temporary Shortage in a Sales Escrow Account

23. During Audit #1, the MREC examiner noted a one thousand dollar ($1000) shortage in the sales escrow account labeled Citizens National Bank Account # XXXXXXX401 (the 401 sales escrow account) from April 25, 2011 to April 26, 2011.

24. The property creating the escrow issue is located at 509 Calamet Ranch Trail, St. Peters, Missouri 63376 (the Calamet property).

25. The acceptance date on the contract for the Calamet property was April 11, 2011. As of April 25, 2011, the tenth banking day after April 11, the earnest money had not been deposited into the 401 sales escrow account.

26. The temporary shortage in the sales escrow account is a violation of Section 339.105.1 RSMo and 20 CSR 2250-8.120(4).

27. The failure to deposit earnest money within ten (10) banking days is a violation of 20 CSR 2250-8.120(1).

Broker Failed to the Follow Terms of
Management Agreement with Landlord

28. SSS failed to follow the terms of its management agreements that stated owner statements would be sent monthly to owners of the company's property.

29. On at least three separate instances, a licensee associated with SSS executed management agreements with the landlord of certain properties stating that owner statements would be sent monthly to the owners of the property.

30. The three management agreements at issue were for:

a) 1320 Thrush Lane, Florissant, MO 63031, executed on February 18, 2011;

b) 168 Glenbarr Ct., Valley Park, MO 63088, executed on July 30, 2010; and

c) 125 Brushy Brook Drive, O' Fallon, MO 63368, executed on December 13, 2010.

31. At the time of the audit, an SSS broker admitted that owner statements were not sent, and thus was unable to provide the examiner with any owner statements to examine.

32. Failure to follow the terms of the management agreement is a violation of Section 339.730.1(1), RSMo.

Broker Managed Property Without an Agreement

33. On at least two separate instances, a licensee associated with SSS managed property without an agreement during the audit period. These two properties were located at 347 Stone Village Drive, Wentzville, MO 63385 and 125 Brushy Brook Drive, O'Fallon, MO 63368.

34. The listing agreement for 347 Stone Village Drive, Wentzville, MO 63385 did not authorize the collection of rents or the payment of a management fee; however rents were still collected on the Stone Village property.

35. The listing agreement for 125 Brushy Brook Drive, O'Fallon, MO 63368 was dated December 13, 2010; however rents were collected prior to the execution of this agreement.

36. Management of property without an agreement is a violation of Section 339.780.1 and .2, RSMo.

37. The collection of rents without a valid management agreement is a violation of Section 339.780.1 and .2, RSMo, and 20 CSR 2250-8.200(1).

Broker Used a Fictitious Name That Was
Not Registered With the Secretary of State

38. In a contract for the sale of property located at 225 Highland Meadows, Wentzville, MO 63385, Sandi Brown, a licensee associated with SSS used the fictitious name of ReMax Stars II.

39. This contract was signed on February 19, 2011.

40. Remax Stars II was also used in contracts found in the re-audit completed in December of 2012 and January of 2013.

41. SSS did not register this fictitious name with the Secretary of State until January 3, 2013.

42. The use of a fictitious name that is not registered with the Secretary of State is a violation of 20 CSR 2250-4.030(1).

Licensees' Brokerage Relationships Were Not Disclosed In Writing

43. On at least six separate instances certain licensee's brokerage relationships were not disclosed to the appropriate parties.

44. The properties below had sale contracts in which the licensees associated with SSS did not make any disclosure of their brokerage

relationship to the buyer and seller of the property. The contracts were for the properties located at:

a) 116 Fox Grove Drive, O' Fallon, MO, 63368;

b) 1097 Schluersberg Rd., Augusta, MO 63332;

c) 319 Willott Square Drive, St. Peters, MO 63376; and

d) 1233 Guelbreth Lane #301, Saint Louis, MO 63146.

45. Additionally, the properties located at 347 Stone Village Drive, Wentzville, MO 63385 and 125 Brushy Brook Drive, O' Fallon, MO 63368 contained leases that were executed by the brokerage without any brokerage relationship disclosure to the tenant.

46. Failure to disclose the brokerage relationship in writing is a violation of 20 CSR 2250-8.096(1).

Written Brokerage Relationship Disclosure Failed to Identify the Source of Compensation

47. In six separate instances, the written brokerage relationship disclosure did not identify the source or sources of compensation.

48. The properties listed below contained sale contracts where a written brokerage relationship disclosure was made, but the licensee associated with SSS did not indicate the source from which the compensation

would come from as required per the regulations. The properties at issue are commonly known as:

a) 7549 Gannon Avenue, Saint Louis, MO 63130;

b) 3105 Ashby Road, Saint Ann, Missouri, 63074;

c) 3 Scenic Cave Lane 332C, Saint Charles, MO 63033;

d) 515 Starwood Drive, Saint Peters, MO 63376;

e) 2736 Shadowcreek Drive, Saint Louis MO, 63031; and

f) 904 Ellis Park Drive, Wentzville, MO 63385.

49. Failure to disclose the source or sources of compensation in the brokerage relationship disclosure is a violation of 20 CSR 2250-8.096(1)(A)2.

Disclosure of the Referral of Business was Signed After the Business was Referred or the Provider was Selected

50. Bream, in addition to being the designated broker at SSS, is also the owner of Cardinal Title.

51. During Audit #1, the MREC examiner was informed that the disclosure of the referral of business is not executed at the time the business is referred to Cardinal Title, but instead is signed by the parties on the day of closing.

52. This violation took place in at least seven sales. The locations of the properties involved in these sales were:

a) 225 Highland Meadows Drive, Wentzville, MO 63385;

b) 157 Duchess Court, Florissant, MO 63034;

c) 332 Briarchase, Lake Saint Louis, 63367;

d) 138 Fort Hancock, Wright City, MO 63309;

e) 1312 Durham Drive, Herculaneum, MO 63048;

f) 3597 South New Town Avenue, Saint Charles, MO 63301; and

g) 904 Ellis Park Drive, Wentzville, MO 63385.

53. The failure to disclose the relationship at substantially the same time that the business is referred or the provider is selected is a violation of 20 CSR 8.110(4)(B).

AUDIT #2

Advertisement of an Expired Listing

54. In order to follow-up regarding the above allegations, the MREC conducted Audit #2 on Bream and SSS, and found the violations noted hereinafter.

55. On at least five separate instances, different licensees associated with SSS advertised listings for which a valid listing agreement was not in effect at the time the properties were advertised for sale.

56. Licensees associated with SSS advertised the following properties after an attempt had been made to extend the listing agreement via email:

a) 893 Morgan Ridge Road, Highridge, MO 63049 which expired on October 28, 2012, but was still listed as of December 20, 2012.

b) 7 Wilderness, Defiance, MO 63341 which expired on October 1, 2012, but was still listed as of December 26, 2012.

c) 3879 Indian Ridge Lane, Defiance, MO 63341 which expired on April 11, 2009 but was still listed as of December 26, 2012.

57. The property owner never provided an email address in the Listing Agreement allowing for transactions to be conducted by electronic/digital signatures, so the listing was not allowed to be extended via email and therefore expired.

58. Diane Susan Donati, a licensee associated with SSS, advertised the property at 3478 Wainwright Street, Saint Charles, MO 63301 on December 20, 2012.

59. This property originally had a listing agreement that was set to terminate on February 22, 2012, but was correctly extended via email to August 20, 2012.

60. Even with the extension, the listing agreement was terminated four months prior to the December 20 listing, and Diane Susan Donati therefore advertised an expired listing.

61. Jamie Anne Loftus, a licensee associated with SSS, advertised numerous expired properties on her website, www.jamieloftus.com, including but not limited to, the advertisement of the property located at 1790 Saint Catherine Street, Florissant, MO 63033.

62. The advertisement of an expired listing is a violation of Section 339.100.2 (14), RSMo and 20 CSR 2250-8.090 (1).

Temporary Shortage in a Sales Escrow Account

63. During Audit #2, the MREC examiner noted a five hundred dollar ($500) shortage in the sales escrow account labeled Citizens National Bank Account # XXXXXXX401 (the 401 sales escrow account) from December 3, 2012 to December 5, 2012.

64. The property creating the shortage at issue is located at 9 Saddleback Court, O'Fallon, MO 63368.

65. The acceptance date for the Saddleback property was November 19, 2012. As of December 3, 2012, the tenth banking day after November 19, the earnest money had not been deposited into the 401 sales escrow account.

66. A copy of the broker's Deposit Summary shows that the earnest money was deposited on December 5, 2012.

67. The temporary shortage in the sales escrow account is a violation of Section 339.105.1 RSMo and 20 CSR 2250-8.120 (4) which are listed, in full, above.

68. The failure to deposit earnest money within ten (10) banking days is a violation of 20 CSR 2250-8.120(1).

Licensee Acted as Agent of the Seller/Landlord
Without a Written Agency Agreement

69. On at least five separate instances, licensees associated with SSS failed to have current agency agreements with the parties that they represented in real estate transactions.

70. On December 30, 2011, Alexander Daniel Maloney, a licensee associated with SSS was disclosed in a Residential Sale Contract as the representative for a transaction at the property located at 415 Hickory Post Drive, Wentzville, MO 63385.

71. The listing agreement for this property terminated on June 30, 2011 and therefore Mr. Maloney failed to have a current agency agreement.

72. On April 27, 2012, Mr. Maloney closed yet another transaction without a current agency agreement. The agreement in this instance reflects a termination date of October 30, 2011 for the property located at 346 Rustic Oaks Drive, Wentzville, MO 63385.

73. On June 25, 2012, Mark Aaron Prager a licensee associated with SSS was disclosed as a dual agent for the closed transaction located at 22 Deer Valley, Troy, MO 63379.

74. The listing agreement for the Deer Valley property reflected a termination date of April 1, 2011 and therefore Mr. Prager operated without a current agency agreement.

75. On May 19, 2012, Mr. Prager closed yet another transaction without a current agency agreement. The agreement in this instance reflects a termination date of January 30, 2012 for the property located at 1390 Highway DD, Defiance, MO 63341.

76. On March 3, 2012, Mr. Prager was disclosed as the representative of a landlord in a negotiated lease signing for property located at 141 Fort Wayne Court, Wright City, MO 63390.

77. The signed listing agreement for the Fort Wayne property reflects a termination date of August 1, 2011.

78. Brian Kollmeyer, the owner of the Fort Wayne property, attempted to extend the listing agreement via email, however no email address was reflected in the original listing agreement, and therefore the listing could not be extended via email.

79. The failure of the licensees associated with SSS to have current agency agreements with the parties they represented in a real estate transaction is a violation of RSMo 339.780.2.

Licensee Acted as Agent of the Buyer/Tenant
Without a Written Agency Agreement

80. On December 28, 2011, Tracy Leigh Ellis, a licensee associated with SSS, was disclosed as a representative of the buyer in a transaction involving property located at 9 Saddleback Court, O'Fallon, MO 63368.

81. At the time of Audit #2, there was no buyer agreement in the file for the Saddleback Court property.

82. On June 25, 2012, an offer was made on the property located at 22 Deer Valley, Troy, MO 63379.

83. On August 1, 2012 the buyers of the Deer Valley property signed an agency agreement with Mark Aaron Prager.

84. Mr. Prager was therefore representing the buyer without a current written agency agreement when the offer was made.

85. On two separate occasions, Mark Edward Johnson, a licensee of SSS, operated without a current buyer agreement.

86. On August 24, 2012, an offer was made on the property located at 2101 Spring Creek, Saint Charles, MO 63301 disclosing Mr. Johnson as a representative of the buyer.

87. At the time of Audit #2, no buyer agency agreement existed in the Spring Creek file.

88. On August 29, 2012, an offer was made on the property located at #6 Sharon Court, Florissant, MO 63031 disclosing Mr. Johnson as a representative of the buyer.

89. At the time of Audit #2, no buyer agency agreement existed in the Sharon Court file.

90. On two separate occasions, Sandra Lynn Brown, a licensee of SSS, operated without a current tenant agreement.

91. On August 28, 2012, a lease was signed for the property located at 8201 Spring Creek Lane, O'Fallon, MO 63368 disclosing Ms. Brown as a representative of the tenant.

92. At the time of Audit #2, no tenant agency agreement existed in the Spring Creek file.

93. On September 27, 2012, a lease was signed for the property located at 1744 South Wisteria Drive, Saint Charles, MO 63303 disclosing Ms. Brown as a representative of the tenant.

94. At the time of Audit #2, no tenant agency agreement existed in the South Wisteria file.

95. On September 15, 2012, a lease was signed for the property located at 48 North Trumbull Circle, Saint Charles, MO 63301 disclosing Vittorio B. Donati as a representative of the tenant.

96. At the time of Audit #2, no tenant agency agreement existed in the Trumbull file.

97. On two separate occasions, Susan Marie Wehrle, a licensee of SSS, operated without a current tenant agreement.

98. On June 22 and 23, 2012, a lease was signed for the property located at 2706 Savoy Drive, Lake Saint Louis, MO 63367 disclosing Ms. Wehrle as a representative of the tenant.

99. At the time of Audit #2, no tenant agency agreement existed in the Savoy file.

100. On October 20, 2012, a lease was signed for the property located at 7074 Post Coach Drive, O'Fallon, MO 63368 disclosing Ms. Wehrle as a Dual Agent.

101. At the time of Audit #2, no tenant agency agreement existed in the Savoy file.

102. The failure of the licensees associated with SSS to have current agency agreements with the buyers/tenant they represented in real estate transactions is a violation of RSMo 339.780.3.

Broker Used a Fictitious Name That Was Not Registered With the Secretary of State

103. On at least four separate occasions, licensees associated with SSS used a fictitious name not registered with the Secretary of State when conducting their real estate activity.

104. In a contract for the sale and lease of property located at 1920 Avon Court, Florissant, MO 63033, the licensee used the fictitious name of Re/Max Stars II.

105. This contract was signed on December 12, 2012.

106. SSS did not register this fictitious name until January 3, 2013.

107. In a contract for the sale of property located at 4 Jamestown Acres Lane, Florissant, MO 63034, a licensee used the fictitious name of Re/Max Team.

108. This contract was dated March 14, 2012.

109. The fictitious name Re/Max Team expired on August 28, 2009.

110. In a contract for the sale of property located at 1343 Briarchase Drive, Lake Saint Louis, MO 63367, a licensee used the fictitious name of SSS and associates.

111. The fictitious name SSS and associates has never been registered with the Secretary of State's office.

112. In a listing contract for the sale of property located at 33 Trower Oak Trail, Wright City, MO 63383, a licensee used the fictitious name of ReMax Stars 2.

113. The fictitious name ReMax Stars 2 has never been registered with the Secretary of State's office.

114. The use of a fictitious name that is not registered with the Secretary of State is a violation of 20 CSR 2250-4.030(1).

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 2000, and §§ 621.045.4 and 621.110, RSMo.

115. **Melissa T. Bream's licenses are on probation.** Bream's licenses as a real estate broker associate and as a real estate broker are hereby placed on PROBATION for a period of TWO (2) YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Bream shall be entitled to practice as a real estate broker associate and as a real estate broker under Chapter 339 RSMo, as amended, provided Bream adheres to all the terms of this agreement.

116. **SSS's license is on probation.** SSS's license as a real estate association is hereby placed on PROBATION for a period of TWO (2) YEARS. The periods of suspension and probation shall constitute the "disciplinary period." During the disciplinary period SSS shall be entitled to operate as a real estate association under Chapter 339, RSMo, provided SSS adheres to all the terms of this Settlement Agreement.

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

A. Bream must successfully complete a 48-hour broker pre-license course and provide proof of successful completion to the MREC within the first six months of the disciplinary period. The pre-license course must be attended in an in-class setting and may not be taken via the internet. Bream may not apply the education required by this Settlement Agreement to satisfy the continuing education hours required for license renewal.

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

C. Bream and SSS shall timely renew their real estate license(s), 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. During the disciplinary period, Bream and SSS shall not place their real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this

Settlement Agreement, Bream and SSS may surrender their real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Bream and/or SSS apply for a real estate license after surrender, Bream and/or SSS shall be required to requalify as if an original applicant and 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.

D. Bream and SSS 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.

E. Bream and SSS shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

F. During the probationary period, Bream and SSS shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

G. Bream and SSS 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. Any cause to discipline Bream and SSS's real estate license(s) under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

H. Broker Acknowledgement. If at any time during the disciplinary period Bream wishes to transfer her license affiliation to a new broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer her license. Bream must obtain the Broker Acknowledgement form from the MREC.

118. Upon the expiration of the disciplinary period, the licenses of Bream and SSS shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Bream and/or SSS has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing,

vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Bream's and/or SSS's license(s).

119. 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.

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

121. 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.

122. 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. Bream and SSS agree and stipulate that the MREC has continuing jurisdiction to hold a

hearing to determine if a violation of this Settlement Agreement has occurred.

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

124. 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.

125. 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.

126. Bream and SSS, together with their partners, members, managers, heirs, assigns, agents, employees, representatives and attorneys, do hereby waive, release, acquit and forever discharge the MREC, their 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.

127. Bream and SSS understand that they may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Bream and/or SSS's license(s). If Bream and/or SSS desire the Administrative Hearing Commission to review this Settlement Agreement, Bream and/or SSS may submit their request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

128. If Bream and/or SSS requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission

issues its order finding that the Settlement Agreement sets forth cause for disciplining Bream's and/or SSS's license(s). If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Bream and/or SSS as allowed by law. If Bream and/or SSS do not request review by the Administrative Hearing Commission, then this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEES

Melissa T. Bream
Date: July 11 14

SSS ASSOCIATES, LLC

By: _____
Melissa T. Bream
Managing Member
Date: July 11, 14

MISSOURI REAL ESTATE COMMISSION

Janet Carder, Executive Director
Date: July 29, 2014

CHRIS KOSTER
Attorney General

Todd C. Lucas, # 66051
Assistant Attorney General

P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-9623
Telefax: 573-751-5660
Attorneys for the MREC