SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
DANNIELLE D. WELCH-BENSON

Dannielle Denise Welch-Benson (Welch-Benson) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Welch-Benson's license as a real estate broker officer, no. 2004027445, 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 Supp. 2013. The MREC and Welch-Benson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2013.

Welch-Benson acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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

administrative hearing commissioner concerning the charges pending against her; 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 Welch-Benson 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 her by law, Welch-Benson knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Welch-Benson acknowledges that she has 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. Welch-Benson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Welch-Benson's license as a broker officer, license no. 2004027445, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, §§339.010-339.205, and §§ 339.710-339.855 RSMo. 2000, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Welch-Benson in Part II herein is based only on the agreement set out in Part I

herein. Welch-Benson understands that the MREC may take further disciplinary action against her 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 Welch-Benson herein jointly stipulate to the following:

1. Welch-Benson holds a Missouri real estate broker officer license, No. 2004027445. Welch-Benson's license is, and was at all relevant times, current and active.

2. On or about August 20, 2012, Welch-Benson plead guilty in the United States District Court-Eastern District of Missouri ("the court"), Case No. 4:12CR313RWS ("criminal case"), for the class B felony offense of Wire Fraud, in violation of 18 U.S.C. § 1343.

3. 18 U.S.C. § 1343, regarding the criminal offense of Wire Fraud, states in relevant part:

> Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20

> years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than $1,000,000 or imprisoned not more than 30 years, or both.

4. On December 13, 2012, the court sentenced Welch-Benson to twenty-seven months of imprisonment with three years of supervised release upon her release and restitution in the amount of $223,546.80.

5. The charges underlying the criminal case are paraphrased as follows:

> COUNT ONE (Wire Fraud)
>
> Welch-Benson, owner of Dankar Enterprise, Inc., obtained a subcontract with Duncan Solutions, who had a contract with the Treasurer's Office for the City of St. Louis, Missouri, to handle on-street parking meter maintenance and revenue collections operations. Welch-Benson, acting together with and aiding and abetting other individuals, devised, intended to devise, and knowingly participated in scheme to defraud and obtain money, funds, assets, and other property owned by or under the custody of Duncan Solutions and the Treasurer of the City of St. Louis. Welch-Benson did so by submitting one or more false, fraudulent, and inflated monthly invoices to Duncan Solutions, totaling in approximately $223,546.80 in inflated invoices. Welch-Benson also represented that work had been performed work when, in fact, it had not.

6. Section 339.100.2, RSMo Supp. 2013, authorizes the MREC to file a complaint with the Administrative Hearing Commission and states, in 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 his individual or entity license for any one or any combination of the following acts:

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

. . .

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

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

7. Section 339.040.1, RSMo Supp. 2013, relating to license requirements, provides:

1. Licenses shall be granted only to persons who present . . . satisfactory proof to the commission that they:

(1) Are persons of good moral character; and

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(3) Are competent to transact the business of a broker or

salesperson in such a manner as to safeguard the interest of the public.

8. By being convicted of the class B felony of Wire Fraud, Welch-Benson demonstrated that she lacks good moral character, which is a ground for the MREC to refuse to issue a license under § 339.040.1(1), RSMo, providing cause to discipline Welch-Benson's license pursuant to § 339.100.2(16), RSMo Supp. 2013.

9. By being convicted of the class B felony of Wire Fraud, Welch-Benson demonstrated that she is not competent to transact the business of a broker or officer in such a manner as to safeguard the interest of the public, which is a ground for the MREC to refuse to issue a license under § 339.040.1(3), RSMo, providing cause to discipline Welch-Benson's license pursuant to § 339.100.2(16), RSMo Supp. 2013.

10. By being convicted of the class B felony of Wire Fraud, and engaging in the conduct underlying those crimes, Welch-Benson pled guilty to offenses reasonably related to the qualification, functions, and duties of a real estate agent, an essential element of which is fraud and/or dishonesty and an offense involving moral turpitude, providing cause to discipline Welch-Benson's license pursuant to § 339.100.2(18), RSMo Supp. 2013.

11. By being convicted of class B felony of Wire Fraud, and engaging in the conduct underlying those crimes, Welch-Benson committed conduct which constitutes untrustworthy, improper or fraudulent business dealings, providing cause to discipline Welch-Benson's license pursuant to § 339.100.2 (19), RSMo, Supp. 2013.

12. Cause exists to discipline Welch-Benson's broker salesperson license pursuant to § 339.100.2 (16), (18), and (19), RSMo Supp. 2013.

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 §§ 621.045.4 and 621.110, RSMo Supp. 2013.

13. **Welch-Benson's license is revoked and all indicia of licensure shall be surrendered immediately.** Welch-Benson's license as a broker officer is hereby REVOKED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

14. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Welch-Benson of §§339.010-339.205 and/or §§ 339.710-339.855, RSMo 2000, RSMo, as amended., or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

15. 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.

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

17. 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.

18. 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 324, 339, and 610, RSMo, as amended.

19. Welch-Benson, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or

administrative tribunal deems this agreement or any portion thereof void or unenforceable.

20. Welch-Benson understands that she 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 Welch-Benson's license. If Welch-Benson desires the Administrative Hearing Commission to review this Settlement Agreement, Welch-Benson may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

21. If Welch-Benson 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 Welch-Benson's license. 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 Welch-Benson as allowed by law. If Welch-Benson does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

12/1/2015

Dannielle Denise Welch-Benson Date

Missouri Real Estate Commission

Joseph Denkler, Executive Director
Date: 12/14/15

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