

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION AND BROKERS CORNER REALTY, LLC**  
**AND JANEL WILLIAMS**

Come now Brokers Corner Realty, LLC ("BCR") and Janel Williams ("Williams") (collectively "Licensees") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether BCR's license as a real estate association and Williams' licenses as a real estate broker associate will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensees' licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensees acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the charges against them; the right to appear and be represented by legal counsel; the right to have all charges against them proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against them; the right to present evidence on their own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against them and, subsequently, the right to a disciplinary hearing before the Commission at which time they may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against their licenses. Being aware of these rights provided them by operation of law, Licensees 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.

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

For the purpose of settling this dispute, Licensees stipulate that the factual allegations contained in this settlement agreement are true and stipulate with the Commission that their licenses, numbered 2012013079 (BCR), 2009019594 (Williams), and 2015036940 (Williams), are subject to disciplinary action by the

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

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

Joint Stipulation of Fact and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing in the practice of real estate in the state of Missouri. The Commission has control and supervision of licensure and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, BCR, holds a real estate association license from the Commission, license number 2012013079. The Commission issued BCR's license on April 24, 2012, and the license has an expiration date of June 30, 2020. Licensee's license was current and active during the time of the attempted audit discussed herein. Licensee Janel Williams is the designated broker for BCR.

3. Licensee, Williams, holds a broker associate license from the Commission, license number 2009019594, issued by the Commission on July 1, 2009, and the license has an expiration date of June 30, 2020. The license is, and was, current and active at all relevant times herein.

4. Licensee, Williams, holds a broker associate license from the Commission, license number 2015036940, issued by the Commission on October 15, 2015, and the license has an expiration date of June 30, 2020. The license is, and was, current and active at all relevant times herein.

5. On or about June 22, 2017, the Commission's Examiner sent a random audit letter to broker Williams' business/home address as listed in the Commission's recordkeeping system, PROMO.

6. On or about August 3, 2017, the Commission Examiner sent a second random audit letter to broker Williams' business/home address as listed in the Commission's recordkeeping system, PROMO.

7. On or about August 15, 2017, the Commission's Examiner called Williams' telephone number and left a voice mail message stating that even if, as broker, Williams had no activity, Williams would still need to complete and return the Missouri Real Estate Questionnaire to the Commission.

8. On or about August 15, 2017, the Commission's Examiner received a telephone call from Williams. Williams stated that Williams' new address was 6635 Crest, St. Louis, Missouri 63130. The Commission's Examiner sent a random audit letter to Williams' new address and instructed Williams to update her new address with the Commission.

9. On or about September 20, 2017, the Commission's Examiner sent a second random audit letter to Williams' new address.

10. On or about October 18, 2017, the Commission's Examiner called Williams' telephone number and left a voice mail message stating that Williams still needed to complete and return the Missouri Real Estate Questionnaire to the Commission.

11. On or about October 25, 2017, the Commission's Examiner completed a GOOGLE search and did not find any real estate activity for BCR.

12. BCR and Williams failed to respond to the Commission's random audit letters.

13. Williams failed to allow the Commission or its duly authorized agent to access to BCR's and broker Williams' real estate records.

14. Williams failed to notify the Commission of a change in her business address.

15. Williams failed to respond, in writing, within thirty (30) days of the Commission's written requests or inquiries.

16. Section 339.105, RSMo, states, in relevant 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.

17. Regulation 20 CSR 2250-4.040 states, in relevant part:

(1) A broker shall not conduct business under any other name or at any other address than the one for which the broker's individual license is issued unless the broker first complies with 20 CSR 2250-4.030. If a broker changes his/her name, home or business address, the broker shall notify the commission in writing within ten (10) days after the change becomes effective.

18. Regulation 20 CSR 2250-8.170 states:

(1) Failure of a licensee to respond in writing, within thirty (30) days from the date of the commission's written request or inquiry, mailed to the licensee's address currently registered with the commission, will be sufficient grounds for taking

disciplinary action against that licensee.

19. Licensees' conduct, as described in paragraphs 5 through 15 above, violate the cited statute and regulations identified in paragraphs 16 through 18, and constitutes cause to discipline Licensees' licenses.

20. Cause exists for the Commission to take disciplinary action against Licensees' licenses under § 339.100.2(15), and (19), RSMo, which states in pertinent part:

2. The Commission may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any person or entity licensed under this chapter, or any licensee, or any person 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:

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860\*, or any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*;

...

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

Joint Agreed Disciplinary Order

21. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

22. The terms of discipline shall include **BCR's license, number 2012013079, and Williams' broker associate licenses, numbers 2009019594 and 2015036940, shall be on probation for a period of two (2) years.** The terms of discipline shall include that:

a. Licensees' licenses are hereby placed on PROBATION for a period of two (2) years. During the period of probation on his license, Licensees shall be entitled to practice as a real estate association and broker associate, respectively, provided Licensees adhere to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

b. **Licensee Janel Williams shall pay a civil penalty in the amount of \$1,000.00 pursuant to § 339.100.3, RSMo.** Licensee Williams must pay a civil penalty in the amount of \$1,000.00 by **CERTIFIED CHECK** made payable to the "Missouri Real Estate Commission" and mailed to the Missouri Real Estate Commission, PO Box 1339, Jefferson City, MO 65102-1339. Licensee shall pay the civil penalty within the first six months of the disciplinary period and each payment shall be at least \$200.00. Funds received pursuant to this Order shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and Section 339.205.8, RSMo. Respondent's failure to pay the full amount of the \$1,000.00 civil penalty pursuant to the process prescribed above shall constitute a violation of this Order.

**General Terms**

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

b. Licensees shall timely renew Licensees' licenses, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain their licenses in a current and active state. During the disciplinary period, Licensees shall not place their licenses on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensees may surrender their real estate licenses by submitting a Surrender of Licensure Rights and Privileges form to the MREC along with the original license and any duplicate copies issued to Licensee. If Licensees apply for a real estate license after surrender, Licensees shall be required to requalify as if original applicants. Licensees would have to apply as an original applicant for a salesperson license. The MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

c. Licensees shall meet in person with the MREC or its representative at any such time and place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

d. Licensees shall immediately submit documents showing compliance with the requirements of this Order to the MREC when requested by the MREC or its designee.

e. During the probationary period, Licensees shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensees shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the MREC; and all local, state, and federal laws. "State" as used herein refers to the State of Missouri and all other states and territories of the United States.

g. Licensees shall report to the MREC each occurrence of Licensees' being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

h. Licensees shall not obtain any new licenses from the MREC during the disciplinary period without prior written approval of the MREC.

23. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.

24. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Licensee of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.

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

26. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

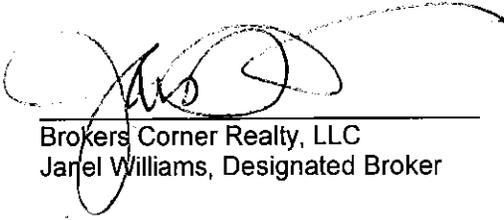
27. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

28. Licensees, together with Licensees' heirs and assigns, and Licensees' attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof to be void or unenforceable.

29. If no contested case has been filed against Licensees, Licensees have the right, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the licenses of Licensees. If Licensees desire the Administrative Hearing Commission to review this Agreement, Licensees may submit this request to: **Administrative Hearing Commission, United States Post Office Building, P.O. Box 1557, 131 W. High Street, Jefferson City, Missouri 65102-1557.**

30. If Licensees have requested review, Licensees and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensees' licenses and issue findings of facts and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensees' licenses. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensees' licenses, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensees as allowed by law. If the Licensees do not submit the Agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

**LICENSEES**



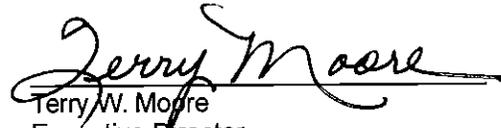
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Brokers Corner Realty, LLC  
Janel Williams, Designated Broker

Janel Williams  
Janel Williams

Date 8/19/19

**COMMISSION**



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Terry W. Moore  
Executive Director  
Missouri Real Estate Commission

Date AUGUST 30, 2019