

729045
\$500.00

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND HALEY A. EPPS

Come now Haley A. Epps ("Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's licenses as a real estate broker associate and real estate broker officer will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ 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 Licensee's licenses, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by a preponderance of the evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's 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 Licensee and, subsequently, the right to a disciplinary hearing before the Commission at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's licenses. Being aware of these rights provided Licensee by operation of law, Licensee 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 Licensee.

Licensee acknowledges that Licensee has received a copy of the documents relied upon by the Commission in determining there was cause to discipline Licensee's licenses, along with citations to law and/or regulations the Commission believes were violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Commission that Licensee's licenses, numbered 1999130477 (Broker Associate) and 2019011859 (Broker Officer) are subject to disciplinary action by the

¹ 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 Facts 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 all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, Haley A. Epps, hold a broker associate license from the Commission, license number 1999130477 and a broker officer license, license number 2019011859. The Commission issued Licensee's broker associate license, license number 1999130477 on March 27, 1997 and it expires on June 30, 2020. Licensee's broker associate license, license number 199130477 was not current and active at all times as discussed below. The license expired on June 30, 2018, but the license was not renewed by the Commission until on or about January 10, 2019. The Commission issued Licensee's broker officer license, license number 2019011859 on April 10, 2019 and it expires June 30, 2020. License number 2019011859 was current and active at all relevant times herein. Licensee is the designated broker for Boardwalk Realty of Kansas City LLC, a real estate association licensed by the Commission, license number 2012023778, issued July 11, 2012 and expiring June 30, 2020. The Boardwalk Realty of Kansas City LLC's real estate associate license was also not current and active at all times as discussed below. The license expired June 30, 2018, but the license was not renewed by the Commission until on or about January 15, 2019.

3. Based on information received by the Commission, the Commission initiated an investigation into the real estate business Licensee conducted during a period of time in which broker associate license number 199130477 and Boardwalk Realty of Kansas City LLC's real estate association license number 2012023778 were not current and active.

4. The Commission's investigation revealed:

- a. On or about February 6, 2019, the Commission learned that Epps had not renewed broker associate license number 1999130477. Because she had not renewed her broker associate

license as the designated broker of Boardwalk Realty of Kansas City LLC, its real estate association license was also not renewed.

- b. Epps stated she had one transaction between June 30, 2018 when the licenses expired and January 10, 2019 when she renewed the licenses. She stated she earned \$10,797.00 commission from that transaction. The license expired on June 30, 2018; however, the license was not renewed by the Commission until on or about January 10, 2019, five months and 11 days after expiration.

5. Licensee's conduct, as described in paragraphs 3 and 4 above, providing real estate services without current and active licenses due to non-renewal of her license, constitutes cause to discipline Licensee's licenses.

- 6. Section 339.020, RSMo, states:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson or to advertise or assume to act as such without a license first procured from the commission.

- 7. Regulation 20 CSR 2250-4.020(2) states, in relevant part:

...

Until a new license is procured, the holder of an expired license shall not perform any act for which a license is required.

- 8. Cause exists for the Commission to take disciplinary action against Licensee's licenses under § 339.100.2(15), (19) and (23), RSMo, which 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, RSMo, 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:

...

(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;

...

(23) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated under sections 339.010 to 339.180 and section 339.710 to 339.860* who is not registered and currently eligible to practice under sections 339.010 to 339.180 and sections 339.710 to 339.860*[.]

Joint Agreed Disciplinary Order

9. 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.

10. The terms of discipline shall include that Licensee shall pay a civil penalty in the amount of \$500.00 pursuant to § 339.100.3, RSMo. The civil penalty shall be made by CERTIFIED CHECK payable to the "Missouri Real Estate Commission" and mailed to the Missouri Real Estate Commission, PO Box 1339, Jefferson City, MO 65102-1339. Said check must be postmarked or hand delivered within 60 days of the effective date of this Settlement Agreement. 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 \$500.00 civil penalty within sixty days of the effective date of this Order shall constitute a violation of this Order.

The terms of discipline shall also include that Licensee's broker associate and broker officer licenses shall be on probation for two (2) years. Epps's real estate broker associate and broker officer licenses are hereby placed on PROBATION for TWO (2) YEARS. During the period of probation on her real estate broker associate and broker officer licenses, Epps shall be entitled to practice as a real estate broker associate and real estate broker officer provided she adheres to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

11. Terms and conditions of the disciplinary period. Terms and conditions of the disciplinary period are as follows:

- a. Epps shall keep the MREC apprised at all times in writing of her current mailing address, telephone number, and e-mail address (if any) at each place of residence and business. Epps shall notify the MREC in writing within ten days of any change in this information.
- b. Epps shall timely renew her Missouri real estate broker associate licenses, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain her licenses in a current and active state. During the disciplinary period, Epps shall not place her 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, Epps may surrender her real estate licenses by submitting a Surrender of Licensure Rights form to the MREC. If Epps applies for a real estate license after surrender, Epps 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.
- c. Epps 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. Such meetings will normally be held during regular business hours.
- d. Epps 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, Epps shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.
- f. Epps 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. Epps shall report to the MREC each occurrence of Epps's 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. Epps cannot change the status of a license, transfer her licenses or apply for any new or additional licenses without the prior written consent of the Commission.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. Licensee, together with Licensee's heirs and assigns, and Licensee's 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.

18. If no contested case has been filed against Licensee, Licensee has 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 Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, MO 65102.**

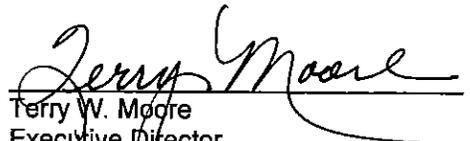
19. If Licensee has requested review, Licensee and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's licenses and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's licenses. Effective the date the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensee's 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 Licensee as allowed by law. If the Licensee does 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, unless waived by Licensee.

LICENSEE


Haley A. Epps

Date 10-12-2019

COMMISSION


Terry W. Moore
Executive Director
Missouri Real Estate Commission

Date NOVEMBER 7, 2019

MISSOURI REAL ESTATE COMMISSION 15-DAY WAIVER ATTESTATION

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by the Administrative Hearing Commission pursuant to section 621.045, RSMo.

I attest that I understand that the Settlement Agreement to become effective upon the date the Missouri Real Commission's Executive Director signs the Settlement Agreement.

Haley Epps
Printed Name

Haley Epps
Signature

10-2-2019
Date

RECEIVED
NOV 05 2019
MREC