

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**CURTIS L. FILER**

RECEIVED

MAR 26 2013

MREC

Curtis L. Filer (Filer) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Filer's license as a real estate broker and real estate broker officer, no. 2002001889 and 2011000590, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> 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. 2011. The MREC and Filer jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Filer acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; 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

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

against him at the hearing; the right to present evidence on his 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 him; 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 Filer 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 him by law, Filer 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 him.

Filer acknowledges that he 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. Filer stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Filer's licenses as a real estate broker and a real estate broker officer, licenses nos. 2002001889 and 2011000590, 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 and Filer in Part II herein is based only on the agreement set out in Part I herein. Filer understands that the MREC may take further disciplinary action against him 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 Filer herein jointly stipulate to the following:

1. Eastland Partners is a Missouri corporation, charter no. 00640211. At all relevant times herein, Eastland Partners was currently and actively licensed with the MREC as a real estate corporation, license No. 2005017843.

2. Curtis L. Filer (Filer) holds real estate broker officer and real estate broker licenses, nos. 2011000590 and 2002001889, respectively. At all times relevant herein, Filer's licenses were current and active. Filer served as the designated broker of Eastland Partners from January 6, 2011 to January 18, 2012.

3. Filer is culpable for the conduct and violations revealed by the MREC's audit of Eastland Partners during the time he served as the designated broker.

4. On March 22-26, 2010, an MREC examiner conducted an audit and examination of Eastland Partners' business records and escrow accounts ("Initial Audit") for the period of March 2009 to March 2010 ("Initial Audit Period").

5. On October 19, 20, and 25-28, 2011, an MREC examiner conducted a re-audit and re-examination of Eastland Partners' business records and escrow accounts ("Re-Audit") for the period of October 2010 to October 2011 ("Re-Audit Period").

6. On or about April 18, 2011, and in relation to a real estate sales transaction from James Renfrow to Jeanie Kern, Eastland Partners and Filer paid a commission to an unlicensed entity, Parker Team Inc., in violation of §§ 339.020, 339.150.1 and .2, and 339.180.1, RSMo Supp. 2011.

7. Section 339.020, RSMo Supp. 2011, 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.

8. Section 339.150.1 and .2, RSMo Supp. 2011, regarding unlicensed activity, states in relevant part:

1. No real estate broker shall knowingly employ or engage any person to perform any service to the broker for which licensure as a real estate broker or a real estate salesperson is required pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*, unless such a person is:

(1) A licensed real estate salesperson or a licensed real estate broker as required by section 339.020[.]

...

Any such action shall be unlawful as provided by section 339.100 and shall be grounds for investigation, complaint, proceedings and discipline as provided by section 339.100.

2. No real estate licensee shall pay any part of a fee, commission or other compensation received by the licensee to any person for any service rendered by such person to the licensee in buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate, unless such a person is a licensed real estate salesperson regularly associated with such a broker, or a licensed real estate broker, or a person regularly engaged in the real estate brokerage business outside of the state of Missouri.

9. Section 339.180.1, RSMo Supp. 2011, regarding unlicensed activity, states in part:

1. It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required. . . .

10. In October 2011, Eastland Partners and Filer had seven properties advertised for which the broker did not have a currently effective written listing agreement or other written authorization, in violation of 20 CSR 2250-8.090(1), which states:

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

11. In further violation of 20 CSR 2250-8.090(1), Eastland Partners and Filer advertised four properties in October 2011 for a price different from the agreed list price.

12. In January 2011, Eastland Partners and Filer entered into an Exclusive Right to Sell Contract which authorized an agency relationship that was not identified in the brokers written policy on agency relationships (dual agency), in violation of § 339.760, RSMo Supp. 2011, which states:

Every designated broker who has affiliated licensees shall adopt a written policy which identifies and describes the relationships in which the designated broker and affiliated licensees may engage within a seller, landlord, buyer, or tenant as part of any real estate brokerage activities.

13. In June 2011, Eastland Partners and Filer entered into a Commercial Exclusive Right to Represent agreement which authorized an agency relationship that was not identified in the brokers written policy on

agency relationships (subagency), in further violation of § 339.760, RSMo Supp. 2011, as set forth above.

14. During the Re-audit Period, Eastland Partners and Filer acted as the agent for two sellers without first obtaining written agency agreements in violation of § 339.780.2, RSMo Supp. 2011, which states:

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.

15. During the Re-audit Period, Eastland Partners and Filer acted as an agent of two different buyers without first obtaining a written agency agreement, in violation of § 339.780.3, RSMo Supp. 2011, which states:

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.

16. During the Re-audit Period, Eastland Partners and Filer attempted to appoint in writing, Parker Team Inc., as a designated agent for

two different transactions even though Parker Team Inc. was not an affiliated licensee of Eastland Partners in violation of § 339.820.1, which states:

1. A designated broker entering into a limited agency agreement with a client for the listing of property or for the purpose of representing that person in the buying, selling, exchanging, renting, or leasing of real estate may appoint in writing affiliated licensees as designated agents to the exclusion of all other affiliated licensees. A designated broker entering into a written transaction brokerage agreement with a party for the listing of property or for the purpose of assisting that person in buying, selling, exchanging, renting, or leasing of real estate may appoint in writing affiliated licensees as designated transaction brokers to the exclusion of all other affiliated licensees. If a designated broker has made an appointment pursuant to this section, an affiliated licensee assisting a party without a written agreement shall be presumed to be a transaction broker to the exclusion of all other affiliated licensees, unless a different brokerage relationship status has been disclosed to or established with that party.

17. On September 28, 2011, Eastland Partners was administratively dissolved by the Secretary of State due to a failure to file an annual report. Eastland Partners and Filer failed to notify the Commission of the change in the status of the corporation within 10 days, in violation of 20 CSR 2250-4.070(3)(F), which states:

(F) A statement that the information furnished is complete, true, and correct in all respects and that the entity is currently in good standing with the secretary of state. The commission must be notified in writing within ten (10) days of every change in a partnership,

association, or corporation which changes any information furnished or causes the information to be incomplete. The designated broker for the firm shall be responsible for the notification.

18. Based on the conduct and violations set forth herein, cause exists to discipline Filer's real estate licenses under § 339.100.2(7), (15), (16), (19), and (23), RSMo Supp. 2011, which states:

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:

.....

(7) Paying a commission or valuable consideration to any person for acts or services performed in violation of sections 339.010 to 339.180 and sections 339.710 to 339.860\*;

.....

(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;

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

.....

(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 sections 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[.]

**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 Supp. 2011.

1. **Filer's licenses are on probation.** Filer's licenses as a real estate broker officer and real estate broker licenses, nos. 2011000590 and 2002001889, are hereby placed on PROBATION for a period of THREE YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Filer shall be entitled to practice as a real estate broker officer and real estate broker under Chapter 339, RSMo, as amended, provided Filer adheres to all the terms of this agreement.

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

A. Filer shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business.

Filer shall notify the MREC in writing within ten (10) days of any change in this information.

B. Filer shall timely renew his real estate licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his licenses in a current and active status. During the disciplinary period, Filer shall not place his real estate licenses 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, Filer may surrender his real estate licenses by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Filer applies for a real estate license after surrender, Filer 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. Filer 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. Filer 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, Filer 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. Filer 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.

3. Upon the expiration of the disciplinary period, the licenses of Filer shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines

that Filer 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 Filer's licenses.

4. 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.

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

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

7. 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.

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

9. 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.

10. 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.

11. Filer, together with his 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.

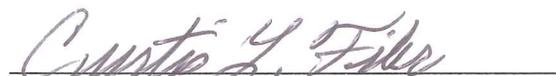
12. Filer understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Filer's license. If Filer desires the Administrative Hearing Commission to review this Settlement Agreement, Filer may submit his request to:  
Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

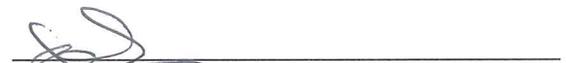
13. If Filer requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Filer's license. If the Administrative Hearing Commission issues an order stating

that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Filer as allowed by law. If Filer does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

CURTIS L. FILER, RESPONDENT

MISSOURI REAL ESTATE  
COMMISSION

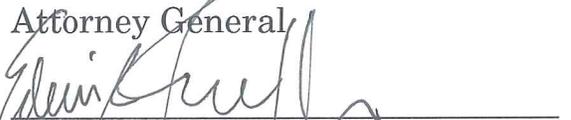
  
Curtis L. Filer  
Date: March 12, 2013

  
Janet Carder, Executive Director  
Date: 3-28-13

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