

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION AND YVETTE HOPSON**

Come now Yvette Hopson, ("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 license 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 Licensee's license, 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 license. 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 license, 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 broker associate license, numbered 2005015394 is subject to disciplinary action by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

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

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, Yvette Hopson, holds a real estate broker associate license issued by the Commission, license number 2005015394. The Commission issued Licensee's broker associate license May 11, 2005 and it expires June 30, 2020. Licensee's broker associate license, license number 2005015394, was not current and active at all times herein. The licensee's broker associate license, license number 2005015394 expired on June 30, 2018 and it was not renewed until July 30, 2018. Licensee is the designated broker for Camelot Property Management LLC, real estate association license number 2018028068. The Commission issued Camelot Property Management LLC's real estate association license on July 30, 2018 and it expires June 30, 2020. Licensee was also the designated broker for a previously licensed company Camelot Properties Management LLC, real estate association license number 2011030024. The Commission issued that license to Camelot Properties Management on September 7, 2011. The license, license number 2011030024, expired June 30, 2018 and on or about July 16, 2018, Licensee voluntarily closed Camelot Properties Management LLC.

3. In or around December 2018, the Commission received a complaint from A.R., the broker officer of A.D.R. Real Estate Company. A.R. alleged that Licensee had managed several of his properties and kept rent receipts from October, November and December, 2017. As a result of the complaint, the Commission initiated an investigation.

4. The Commission's investigation revealed:

- a. The complainant, A.R., stated that Licensee managed 12 properties for him. He stated that Licensee did not provide the rent for four units for October, November and December, 2017. A.R. stated that Licensee told him the tenants did not pay but when he spoke to the tenants, they produced receipts for their rent payments to Licensee. A.R. stated that he spoke with Licensee about the missing funds and they eventually came to an agreement where Licensee

would pay back \$100.00 per month until the \$4,695.00 had been repaid. A.R. provided the Commission an email conversation with Licensee wherein Licensee agreed to the repayment of the missing rent.

- b. Licensee stated that she did not take A.R.'s tenants rent and never collected them from the four units. Licensee stated she agreed to pay A.R. because she was "intimidated by him" and had worked for him for 14 years and wanted to "keep a good relationship." Licensee stated she did agree to pay A.R. \$100.00 until the sum of \$4,695.50 was paid.
- c. One of the impacted tenants, P.K., stated that she had paid her rent to Licensee in cash and received a receipt from Licensee.

5. Section 339.040.1, RSMo, states, in relevant part:

1. License shall be granted only to persons who present, and corporations, associations, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or broker salesperson in such a manner as to safeguard the interest of the public.

6. Regulation 20 CSR 2250-8.120(2) states, in relevant part:

A licensee shall immediately deliver to the broker with whom affiliated all money received in connection with a real estate transaction in which the licensee is engaged.

7. Licensee's conduct, as described in paragraphs 3 and 4 above, constitutes cause to discipline

Licensee's license pursuant to § 339.100.2(3), (15), (16) and (19), RSMo.

8. Cause exists for the Commission to take disciplinary action against Licensee's license under § 339.100.2(3), (15), (16) 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 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:

...

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

...

(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\*;

(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[.]

#### 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's licenses, license numbers 2005015395 and 2018028068, shall be placed on probation for a period of four (4) years.** Licensee's licenses are hereby placed on four (4) years' probation. During the period of **probation** on Licensee's licenses, Licensee shall be entitled to practice as a real estate broker associate and the designated broker for a real estate association provided Licensee 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:

#### Specific Terms:

a. Licensee shall provide the Commission quarterly reports demonstrating repayment of the \$4,695.00 owed. The quarterly report must demonstrate repayment of at least 1/46<sup>th</sup> of the total amount owed each month. Licensee is responsible for ensuring that such quarterly reports are received by the Commission on or before January 10, April 10, July 10, and October 10 during each year of the disciplinary period, or until such time proof of total reimbursement has been received and verified by the Commission. Licensee shall submit the first such report so that the Commission receives it on or before January 10, 2020.

General Terms:

a. Licensee shall keep the Commission apprised at all times in writing of Licensee's current addresses, telephone numbers, and e-mail addresses (if any), at each place of residence and business. Licensee shall notify the Commission in writing within ten days of any change in this information.

b. Licensee shall timely renew Licensee's license, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain Licensee's license in a current and active state. Licensee shall not apply for any additional real estate license, transfer to another broker, or change the status of the current license without the prior written permission of the Commission. During the disciplinary period, Licensee shall not place Licensee's license 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, Licensee may surrender Licensee's real estate license by submitting a Surrender of Licensure Rights form to the Commission along with the original license and any duplicate copies issued to Licensee. If Licensee applies for a real estate license after surrender, Licensee shall be required to requalify as if an original applicant. Licensee would have to apply as an original applicant for a salesperson license. The Commission 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. Licensee shall meet in person with the Commission or its representative at any such time and place as required by the Commission or its designee upon notification from the Commission or its designee. Said meetings will be at the Commission's discretion and may occur periodically during the probation period and shall normally be held during regular business hours.

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

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

f. Licensee shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the Commission; 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. Licensee shall report to the Commission each occurrence of Licensee 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. Licensee shall not change the status of any license, transfer any license, or apply for any new licenses from the Commission during the disciplinary period without prior written approval 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 license of Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.**

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 license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensee's license, 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 the Licensee.

**LICENSEE**

Yvette Hopson

Yvette Hopson

Date 10/21/19

**COMMISSION**

Terry W. Moore

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.

Poette Hopson  
Printed Name

Poette Hopson  
Signature

10/21/19  
Date