

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND JACKSON INVESTMENTS, L.L.C.

Come now Jackson Investments, L.L.C. ("Jackson" and/or "Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this settlement agreement for the purpose of resolving the question of whether Jackson's license as a real estate association 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 Licensees' 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 competent and substantial 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 was 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 license, numbered 2013005952 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.

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

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 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, Jackson Investments, L.L.C., holds a real estate association license from the Commission, license number 2013005952. The Commission issued Licensee's license on February 25, 2013. Licensee's license is current and active and expires June 30, 2018.

3. The Commission initiated their investigation after reviewing the information from Carmen Cobb, Commission Licensing Supervisor, regarding Licensee Keasha Marie Drury ("Drury") and her license affiliation with Jackson. In January of 2016, Drury advised Cobb that Drury had been conducting activity through Jackson Investments, LLC ("Jackson"), aka Realty One, since October 2014. However, Drury's license was affiliated with SEMO Associate Realtors, LLC ("SEMO") until January 15, 2016.

4. On or about January 15, 2016, Drury confirmed with the Commission office that Drury's license was still affiliated with SEMO. The Commission office provided the information to Drury to allow her to transfer her license from SEMO to Jackson. Said transfer was completed on or about January 15, 2016.

5. On or about January 16, 2016, the Commission requested that Drury provide the documentation of the 16 transactions Drury had participated in through Jackson from October 2014 to January 16, 2016. The documentation provided by Drury indicated that Drury received a total of \$71,716.32 in commissions during the October 2014 through January 2016 period of time.

6. On or about March 22, 2016, the Commission contacted Elizabeth Gray ("Gray"), the designated broker for Jackson and Drury's broker. Gray stated that she did not know how she missed the affiliation issue. Gray explained that Jackson had a number of personnel changes during the time at which Drury had become affiliated with Jackson. Gray reported that Drury had been paid commissions totaling \$71,716.32 for 16 transactions.

7. Regarding the first transaction, 2015 Andrew Drive, Drury stated that the property listing was signed on September 25, 2014 (indicating that Drury had worked with Realty One Associated aka: Jackson prior to

October of 2014). A contract for the property was signed on October 24, 2014. The settlement statement of December 1, 2014, reported that Realty One/Jackson was paid a commission of \$5,370.00.

8. Regarding the second transaction, 3998 County Road 543, Drury stated that the property listing was signed on October 7, 2014. A contract for the property was signed on January 11, 2015. The settlement of February 17, 2015, reported Realty One/Jackson was paid a commission of \$8,175.00.

9. Regarding the third transaction, 2641 Hopper Road, Drury stated that an agency agreement was signed on October 27, 2014 and a contract was accepted on the same date. The settlement of December 1, 2014, reported Realty One/Jackson was paid a commission of \$2,700.00.

10. Regarding the fourth transaction, 123 Broyles, Drury stated that an agency agreement was signed on November 11, 2014 and a contract was accepted on November 19, 2014. The settlement of December 12, 2014, reported Realty One/Jackson was paid a commission of \$11,475.00.

11. Regarding the fifth transaction, 923 N. Parkview, Drury stated that an agency agreement was signed on January 14, 2015, and a contract was accepted on January 16, 2015. The settlement of March 4, 2015, reported Realty One/Jackson was paid a commission of \$8,325.00.

12. Regarding the sixth transaction, 1530 Bella Vista, Drury stated that the property listing was signed on March 22, 2015. A contract for the property was signed on March 25, 2015. The settlement of April 30, 2015, reported Realty One/Jackson was paid a commission of \$2,632.50.

13. Regarding the seventh transaction, 2854 Lear, Drury stated that the property listing was signed on March 24, 2015. A contract for the property was signed on April 21, 2015. The settlement of June 5, 2015, reported Realty One/Jackson was paid a commission of \$3,810.00.

14. Regarding the eighth transaction, 193 Old Towne Ln., Drury stated that an agency agreement and property listing were both signed on April 7, 2015, and a contract was accepted on April 8, 2015. The settlement of May 4, 2015, reported Realty One/Jackson was paid a commission of \$5,050.00.

15. Regarding the ninth transaction, 5309 County Road 411, Drury stated that an agency agreement was signed on April 15, 2014 (indicating that Drury had worked with Realty One Associated aka: Jackson prior to October of 2014), and a contract was accepted on April 7, 2015. The settlement of June 10, 2015, reported Realty One/Jackson was paid a commission of \$7,050.00.

16. Regarding the tenth transaction, 2648 Copperfield, Drury stated that the property listing was signed on May 4, 2015. A contract for the property was signed on October 6, 2015. The settlement of November 6, 2015, reported Realty One/Jackson was paid a commission of \$7,350.00.

17. Regarding the eleventh transaction, 1422 W. 1st Street, Drury stated that an agency agreement was signed on May 21, 2015, and a contract was accepted on May 26, 2015. The settlement of July 17, 2015, reported Realty One/Jackson was paid a commission of \$3,045.00.

18. Regarding the twelfth transaction, 403 Ruth, Drury stated that an agency agreement was signed on July 20, 2015 (indicating that Drury had worked with Realty One Associated aka: Jackson prior to October of 2014), and the property listing signed on June 26, 2014. A contract was accepted on July 26, 2015. The settlement of September 16, 2015, reported Realty One/Jackson was paid a commission of \$2,307.90.

19. Regarding the thirteenth transaction, 2626 Wedgewood, Drury stated that the property listing was signed on August 7, 2015. A contract for the property was signed on December 11, 2015. The settlement of January 14, 2016, reported Realty One/Jackson was paid a commission of \$8,175.00.

20. Regarding the fourteenth transaction, 1205 Perkins, Drury stated that an agency agreement was signed on August 18, 2015. A contract was accepted on August 18, 2015. The settlement of September 29, 2015, reported Realty One/Jackson was paid a commission of \$1,710.00.

21. Regarding the fifteenth transaction, 2650 Bloomfield, Drury stated that an agency agreement was signed on September 10, 2015. A contract was accepted on September 10, 2015. The settlement of October 9, 2015, reported Realty One/Jackson was paid a commission of \$6,420.00.

22. Regarding the sixteenth transaction, 2023 Allen, Drury stated that an agency agreement was signed on November 17, 2015. A contract was accepted on November 18, 2015. The settlement of December 14, 2015, reported Realty One/Jackson was paid a commission of \$4,425.00.

23. Drury stated that three listings were made prior to January 15, 2016, that did not have contracts on the properties. A property listing for 2388 Watson was signed on October 13, 2015; a property listing for 240 Stone Chase was signed December 12, 2015; and a property listing for 162 Rosewood Lane was signed on December 19, 2015.

24. Licensee's conduct, as described in paragraphs 3 through 23 above, failure to properly effectuate the application for salesperson transfer to a new broker, constitutes cause to discipline Licensee's license.

25. 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.

26. Regulation 20 CSR 2250-4.050 states, in relevant part:

(2) A broker-salesperson or salesperson license shall be issued only to a person who is associated with a licensed broker. The license of each broker-salesperson or salesperson shall be mailed to the broker. A broker-salesperson or salesperson cannot be licensed with more than one (1) broker during the same period of time.

(3) Within seventy-two (72) hours of the termination of the association of any broker-salesperson or salesperson, a broker shall notify the commission and shall return to the commission that licensee's license. The broker shall provide a dated and timed receipt to the licensee when the licensee submits a letter of termination to the broker. When a licensee's license is surrendered to the commission, the licensee shall have six (6) months in which to transfer to another broker or change license status. If the application for transfer or change in status is not made within the six (6)-month period, the applicant will be required to complete the required Missouri Real Estate Practice Course and show proof of satisfactory completion of that course within six (6) months prior to reinstatement of the license. If the license is not transferred or placed on inactive status, or if no status change has been made within the subsequent renewal period, the licensee will be required to requalify as if an original applicant.

(4) An original licensee or a licensee changing license status/type shall not be deemed to be entitled to engage in any activity for which a license is required until the new license is received by the broker or until written notification is received from the commission that the application is being processed. When a broker-salesperson or salesperson transfers from one broker to another without changing license type, the licensee shall be deemed transferred at the time the properly completed application is mailed by certified, registered, or overnight delivery, if all materials required to transfer are mailed under one (1) cover. The new broker is responsible for seeing that the application is complete and that the application for transfer is mailed by certified, registered, or overnight delivery to ensure proof of delivery. If the application is deemed incomplete, the transfer will not be effective until the new license is received by the broker or until written notification is received from the commission that the application is being processed.

(5) Upon termination of a licensee's association with a broker, the licensee shall return all property belonging to the broker, including, but not limited to all listing information acquired by the licensee in any manner during the licensee's association with the broker.

(6) A salesperson whose association with a broker is terminated may request the commission to transfer the license to an inactive status. The request shall be on an application approved by the commission and shall be accompanied by the required fee. A license shall be issued to the salesperson clearly printed with the word inactive and the inactive salesperson shall not be associated with a broker nor engage in any activity for which a license is required. An inactive salesperson license must be renewed biennially on or before September 30 of each renewal year. A licensee holding an inactive license as described in this rule will not be required to complete the continuing education requirement for license periods during which the license is inactive. A salesperson license which is in an inactive status may not be reactivated until the licensee presents to the commission a certificate from a school accredited by the commission evidencing satisfactory completion by that person, within the preceding six (6) months, of the Missouri Real Estate Practice Course required by 20 CSR 2250-6.060. The holder of an inactive salesperson license may be transferred to active status upon proper application to the commission accompanied by the required fee and the school completion certificate.

(7) A broker-salesperson whose association with a broker is terminated may request the commission to transfer the license to an inactive status and shall be subject to the provisions of 20 CSR 2250-4.040(3).

27. Cause exists for the Commission to take disciplinary action against Licensee's license 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 chapter 621, RSMo, against any state-certified real estate appraiser, state-licensed real estate appraiser, or any person who has failed to renew or has surrendered his or her certificate or license for any one or any combination of the following causes:

(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

28. 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.

29. The terms of discipline shall include that **Licensee shall pay a civil penalty in the amount of \$5,000.00 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 \$5,000 civil penalty within sixty days of the effective date of this Order shall constitute a violation of this Order.

30. 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.

31. 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.

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

33. 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.

34. 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.

35. 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.

36. 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, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

37. 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 Licensees 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.

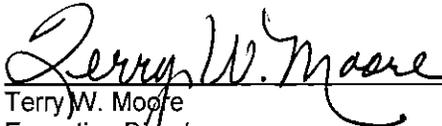
LICENSEE



Jackson Investments, L.L.C.

Date 11-14-16

COMMISSION



Terry W. Moore
Executive Director
Missouri Real Estate Commission

Date Nov. 18, 2016