Michael L. Parson
Governor
State of Missouri

Kathleen (Katie) Steele Danner, Division Director
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
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Chlora Lindley-Myers, Director

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July 16, 2018

Deborah Ann Thomas
15710 James Sapp
Hartsburg MO 65039

Re: Probation

Dear Ms. Thomas:

Effective July 14, 2012, per the signed Settlement Agreement between MREC and Deborah Ann Thomas placed your license on a 1 year suspension followed by 5 year probation from July 14, 2013 to July 14, 2018.

I am pleased to inform you that as of, July 14, 2018 you have completed the probation imposed against your real estate license. Therefore, you no longer have a probated real estate license with the Missouri Real Estate Commission.

If you have any questions, I can be reached through option 4 of the telephone number identified above.

Good luck with your real estate career.

Sincerely,

DeWayne Hickey
Enforcement Supervisor

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
DEBORAH A. THOMAS

Deborah A. Thomas (Thomas) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Thomas's license as a real estate broker salesperson, no. 1999099133, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,[1] 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 Thomas jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Thomas acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

[1] All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against her; 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 Thomas 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 her by law, Thomas 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 her.

Thomas acknowledges that she 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. Thomas stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Thomas's license as a real estate broker salesperson, license no. 1999099133, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Thomas in Part II herein is based only on the agreement set out in Part I herein.

Thomas understands that the MREC may take further disciplinary action against her 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 Thomas herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, relating to real estate salespersons and brokers.

2. The MREC originally licensed Deborah Ann Thomas ("Thomas") as a real estate broker-associate on May 25, 1995. The license number used was Thomas's social security number, but it was subsequently changed to license no. 1999099133.

3. On March 28, 2011, Thomas transferred her real estate broker-associate license into a real estate broker salesperson license. The license number used, no. 1999099133, was not changed.

4. At all time relevant herein, Thomas's real estate license, no. 1999099133, has been and is now current and active.

5. At all time relevant herein, Thomas Eddy Realty, LLC, employed Thomas as a real estate broker-associate. Thomas Eddy Realty, LLC, is registered with the MREC as a real estate association.

6. Thomas Eddy Realty, LLC, maintained a bank account in which it held client funds. This account was maintained at the First National Bank, account no. xxxxxx5950 ("Property Management Escrow Account").

7. Thomas Eddy Realty, LLC maintained a bank account in which it held client funds. This account was maintained at First National Bank, account no. xxxxx1352 ("Sales Escrow Account").

8. In her position at Thomas Eddy Realty, LLC, Thomas was authorized to make transfers, withdrawals, and deposits to/from the Property Management Escrow Account and the Sales Escrow Account

9. On January 23, 2009, the MREC notified Kelly Eddy, the designated broker of Thomas Eddy Realty, LLC, that the MREC was conducting an audit of its real estate activities.

10. On or about March 16-18, 2009, an MREC investigator conducted an audit and examination of Thomas Eddy Realty, LLC's, business records and escrow accounts (the "Audit") for the period of March 2008 through March 2009 (the "Audit Period").

Applicable Laws

11. Section 339.100.2, RSMo, Supp. 2010, provides 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:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

. . . .

(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 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[.]

12. Section 339.105.1, RSMo, Supp. 2010, provides in pertinent part:

1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.

13. Section 339.040, RSMo, Supp. 2010, provides in pertinent part:

1. Licenses shall be granted only to persons who present, and corporations, associations or partnerships whose officers, associates, or partners 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 salesperson in such a manner as to safeguard the interest of the public.

14. 20 CSR 2250-8.120 provides in pertinent part:

(4) Each broker shall deposit into the escrow or trust account all funds coming into the broker's possession as set out in section 339.100.2(1), RSMo, including funds in which the broker may have some future interest or claim and including, but not limited to, earnest money deposits, prepaid rents, security deposits, loan proceeds and funds paid by or for the parties upon closing of the transaction. No broker shall commingle personal funds or other funds in the broker's escrow account except to the extent provided by section 339.105.1, RSMo. Commissions payable must be removed from the escrow account at the time the

transaction is completed. After the transaction is completed, interest payable shall be disbursed to the appropriate party(ies) from the escrow account no later than ten (10) banking days following the receipt of the next statement of the escrow account. When the licensee receives all interest earned, interest payable to a licensee must be removed from the escrow account within ten (10) banking days following the receipt of the next statement of the escrow account.

Commingling of Funds

15. The Audit revealed that Thomas commingled funds in the Property Management Escrow Account, including depositing and removing funds to/from the account that had no relation to any real estate transaction, which also created shortages, overages, and overdrafts, in violation of § 339.105.1, RSMo, Supp. 2010, and 20 CSR 2250-8.020(4), including but not limited to the following:

Commingling in the Property Management Escrow Account				
¶	**Date**	**Amount**	**Method**	**Bank Description**
(a)	3-11-08	($1,000)	Phone transfer	"ck to ck via phone DT/KEW"
(b)	3-20-08	($56)		*Overdraft fee*
(c)	4-10-08	($620)	Phone transfer	"ck to ck via phone DAT/SPO"
(d)	4-10-08	($900)	Phone transfer	"ck to ck via phone DT/CLP"
(e)	4-23-08	($1,500)	Phone transfer	"ck to ck via phone DAT/B3M"
(f)	4-24-08	($500)	Phone transfer	"ck to ck via phone DEBBIE/SPM"
(g)	4-30-08	($2,000)	Phone transfer	"ck to ck via phone DAT/SPO"
(h)	5-13-08	($1,300)	Electronic	"ck to ck per DEBBIE/RTG"
(i)	5-15-08	($300)	Electronic	"ck to ck per DEBBIE/RTG"
(j)	5-28-08	($800)	Phone transfer	"ck to ck via phone DAT/SPO"
(k)	5-29-08	($1,800)	Phone transfer	"ck to ck via phone DAT/SPM"
(l)	7-8-08	($2,000)	Phone transfer	"ck to ck per Debbie/RTG"
(m)	7-9-08	($3,500)	Phone transfer	"ck to ck via phone DT/B3M"
(n)	7-16-08	$4,000	Phone transfer	"ck to ck via phone DT/CLP"
(o)	7-30-08	($3,000)	Phone transfer	"ck to ck via phone DT/CTT"
(p)	8-14-08	($3,300)	Phone transfer	"ck to ck via phone DAT/BAD"

Commingling in the Property Management Escrow Account				
¶	Date	Amount	Method	Bank Description
(q)	8-18-08	($300)	Check #2795	To undisclosed party
(r)	8-19-08	$400	Phone transfer	"ck to ck via phone DT/S4B"
(s)	8-28-08	($500)	Check #2804	Payment to Rosewood Custom Homes
(t)	8-29-08	($1,548)	Check #2806	Payment to Rosewood Custom Homes
(u)	9-16-08	($600)	Phone transfer	"ck to ck via phone DAT/CLP"
(v)	9-16-08	($800)	Phone transfer	"ck to ck via phone DAT/B3M"
(w)	9-24-08	($1,600)	Electronic	"ck to ck per Debbie/RTG"
(x)	9-29-08	($550)	Electronic	"ck to ck per DAT/EJH"
(y)	10-03-08	($2,500)	Electronic	"ck to ck per DAT/EJH"
(z)	10-06-08	($2,000)	Phone transfer	"ck to ck via phone DT/S4B"
(aa)	10-7-08	($2,000)	Phone transfer	"ck to ck via phone DAT/SPO"
(bb)	10-24-08	($2,130)	Electronic	"ck to ck per D.Thomas/MRS"
(cc)	10-28-08	($56)		*Overdraft fee*
(dd)	10-31-08	($2,200)	Electronic	"ck to ck per D. Thomas/MRS"
(ee)	11-5-08	($2,000)	Electronic	"ck to ck per DAT/EJH"
(ff)	11-6-08	($7,700)	Phone transfer	"ck to ck via phone DAT/BAD"
(gg)	11-10-08	($1,000)	Phone transfer	"ck to ck via phone DAT/SPO"
(hh)	11-18-08	($500)	Phone transfer	"ck to ck via phone DAT/BAD"
(ii)	11-21-08	($600)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(jj)	12-2-08	($4,000)	Electronic	"xfer to acct ck-xxxxxxxx1594 deposit"
(kk)	12-3-08	($1,800)	Electronic	"xfer to acct ck-xxxxxxxx1594 deposit"
(ll)	12-5-08	($2,000)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(mm)	12-9-08	($500)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(nn)	12-11-08	$1,000	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(oo)	12-11-08	($56)		*Overdraft fee*
(pp)	12-15-08	($650)	Electronic	"xfer to acct ck-xxxxxxxx1594 deposit"
(qq)	12-17-08	($4,500)	Electronic	Returned deposited item 3784 Rosewood Custom Homes LL
(rr)	12-17-08	($56)		*Overdraft fee*
(ss)	12-18-08	$200	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(tt)	12-22-08	($800)	Electronic	"xfer to acct ck-xxxxxxxx1594 deposit"

Commingling in the Property Management Escrow Account				
¶	**Date**	**Amount**	**Method**	**Bank Description**
(uu)	12-23-08	($600)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(vv)	1-5-09	($3,500)	Electronic	"xfer to acct ck-xxxxxxxx1594 deposit"
(ww)	1-6-09	($1,500)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(xx)	1-13-09	($1,350)	Electronic	"xfer to acct ck-xxxxxxxx1594"
(yy)	1-13-09	($3,000)	Electronic	"xfer to acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(zz)	1-15-09	$1,500	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(aaa)	1-20-09	$100	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"
(bbb)	1-20-09	$524	Electronic	"xfer from acct ck-xxxxxxxx1594"
(ccc)	1-20-09	$1,000	Electronic	"xfer from acct ck-xxxxxxxx1352"
(ddd)	1-20-09	($56)		*Overdraft fee*
(eee)	1-22-09	($28)		*Overdraft fee*

16. The Audit revealed that Thomas commingled funds in the Sales Escrow Account, including depositing and removing funds to/from the account that had no relation to any real estate transaction, which also created shortages, overages, and overdrafts, in violation of § 339.105.1, RSMo, Supp. 2010, and 20 CSR 2250-8.020(4), including but not limited to the following:

Commingling in the Sales Escrow Account				
¶	**Date**	**Amount**	**Method**	**Bank Description**
(a)	3-26-08	$700	Phone transfer	"ck to ck via phone.DT.A2W"
(b)	3-26-08	($28)		*Overdraft fee*
(c)	11-19-08	($800)	Electronic	"ck to ck per DAT/EJH"
(d)	11-20-08	($28)		*Overdraft fee*
(e)	11-24-08	$828	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"

(f)	12-8-08	($780)	Electronic	"xfer to acct xk-xxxxxxxx2772 Showtime Stables LLC"
(g)	12-9-08	($28)		*Overdraft fee*
(h)	1-8-09	$28.73	Electronic	"xfer from acct ck-xxxxxxxx1187 Rosewood Custom Homes LLC"

17. Thomas's conduct, as stipulated to herein, in failing to maintain and deposit in a special account, separate and apart from her personal or other business accounts, all moneys belonging to others entrusted to her while acting as a real estate broker or as the temporary custodian of the funds of others, provides cause to discipline the real estate license of Thomas pursuant to § 339.100.2(1), RSMo, Supp. 2010.

18. Thomas's conduct, as stipulated to herein, in failing within a reasonable time to account for or to remit any moneys coming into her possession that belongs to others provides cause to discipline the real estate license of Thomas pursuant to § 339.100.2(3), RSMo, Cum. 2010.

19. Thomas's conduct, as stipulated to herein, in creating shortages and in allowing such shortages to occur and to remain in the various above-mentioned escrow accounts, and in commingling her personal funds or other funds in the above-mentioned escrow accounts, shows that Thomas failed to maintain the escrow accounts in violation of § 339.105.1, RSMo, Cum. Supp. 2010, and 20 CSR 2250-8.120(4), providing cause to discipline the real estate license of Thomas pursuant to § 339.100.2(15), RSMo, Supp. 2010.

20. Thomas's conduct, as stipulated to herein, demonstrates that Thomas (1) lacks good moral character; (2) does not bear a good reputation for honesty, integrity, and fair

dealing; and (3) is not competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public, which are grounds for the MREC to refuse to issue a license under § 339.040.1, RSMo, Supp. 2010, providing cause to discipline the real estate license of Thomas pursuant to § 339.100.2(16), RSMo, Supp. 2010.

21. Thomas's conduct, as stipulated to herein, constitutes untrustworthy, improper, and/or fraudulent business dealings and demonstrates bad faith and gross incompetence, providing cause to discipline the real estate license of Thomas pursuant to § 339.100.2(19), RSMo, Supp. 2010.

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.

22. **Thomas's license is suspended, followed by a period of probation.** Thomas's license as a real estate broker salesperson is hereby SUSPENDED for a period of ONE YEAR, and shall immediately thereafter be placed on PROBATION for a period of FIVE YEARS. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Thomas shall not be entitled to practice as a real estate broker salesperson pursuant to §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo. During the period of probation, Thomas shall be entitled to

practice as a real estate broker salesperson under §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, provided Thomas adheres to all the terms of this Settlement Agreement.

23. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Thomas shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business. Thomas shall notify the MREC in writing within ten (10) days of any change in this information.

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

G. Thomas shall not have signature authority over any brokerage escrow accounts during the disciplinary period. Thomas must provide proof from her broker that she does not have signature authority over any accounts within 15 days of the effective date of this settlement agreement.

24. Upon the expiration of the disciplinary period, the license of Thomas shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Thomas 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 Thomas's license.

25. 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.

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

27. 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.

28. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Thomas agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

30. 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.

31. 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.

32. Thomas, together with her partners, shareholders, officers, directors, 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.

33. If Thomas does not request review by the Administrative Hearing Commission, this settlement agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

5-23-2012

Deborah A. Thomas Date

MISSOURI REAL ESTATE COMMISSION

Janet Carder, Executive Director
Date: May 29, 2012

WALTHER, ANTEL, STAMPER And FISCHER, P.C.

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