SETTLEMENT AGREEMENT BETWEEN MISSOURI REAL ESTATE COMMISSION, JACKIE WEBSTER, AND WEBSTER REALTY & INVESTMENT CO., LLC.

AMENDMENT #1

Comes now Jackie Webster ("Webster") and Webster Realty & Investment Co., LLC ("Webster Realty") collectively ("Licensees"), and the Missouri Real Estate Commission ("Commission") and enter into this Settlement Agreement – Amendment #1 for the purpose of reinstatement of the Missouri real estate broker license of Webster and the real estate association license of Webster Realty.

Item 45-I, Item 45-J, and Item 45-K under **Terms and conditions of the disciplinary period**, are hereby added and shall read:

I. Licensees shall be issued a five (5) year probationary broker's license within 15 days of the signing of this settlement agreement by the Executive Director and upon the required reinstatement real estate application, paperwork, and fees have been properly received and processed by the Missouri Real Estate Commission. Such probated license will be issued under standard terms for such restricted licenses.

J. Within six-months of the effective date of this Amendment, Webster must successfully complete a property management course that includes instruction in real estate brokerage recordkeeping and real estate office procedures. This course will not be part of her normal twelve (12) hours of required continuing education for license renewal.

K. One year from the date Webster Realty's entity license becomes reinstated and effective, a Commission directed audit of the company shall commence.

Webster must sign and date Amendment #1 and mail it via registered/tracking mail to the Missouri Real Estate Commission within thirty (30) days of June 15, 2020. If the signed and dated Settlement Agreement Amendment #1 is not received by the Commission on or before July 15, 2020, the original Settlement Agreement will be returned to the Commission for a hearing to determine possible violations of the original Settlement Agreement terms. Upon the signature of the licensees, and the return of the Amendment #1 to the Real Estate Commission, the amended Agreement shall become effective fifteen days after the signature of the Executive Director of the Missouri Real Estate Commission.

All other elements of the original Settlement Agreement will remain in effect.

LICENSEES

Jackie Webster

Date 6/23/20

Webster Realty & Investment Co., LLC

Date 6/23/20

COMMISSION

Terry W. Moore, Executive ~~Director~~
Missouri Real Estate Commission

Date JULY 8, 2020

SETTLEMENT AGREEMENT BETWEEN MISSOURI REAL ESTATE COMMISSION, JACKIE WEBSTER, AND WEBSTER REALTY & INVESTMENT CO., LLC.

Jackie Webster ("Webster"), Webster Realty & Investment Co., LLC ("Webster Realty"), and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Webster's license as a real estate broker associate, no. 2003030794, and real estate broker license No. 1999003864, and the real estate association license of Webster Realty & Investment Co., LLC, No. 2003030730, 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 ("AHC") of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2013. The MREC, Webster, and Webster Realty jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2013.

Webster 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

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

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 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 Webster 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, Webster 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.

Webster 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. Webster stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Webster's license as a real estate broker associate, no. 2003030794, and real

estate broker license No. 1999003864, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.180 and §§ 339.710 to 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Webster in Part II herein is based only on the agreement set out in Part I herein. Webster 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 Webster 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. Jackie F. Webster holds real estate broker associate license, No. 2003030794, and real estate broker license No. 1999003864. At all times relevant herein, license No. 2003030794 was, and is, current and active, but license No. 1999003864 expired on or about 06/30/2004.

3. Webster Realty is a Missouri limited liability company, charter no. LC0031882

4. At all relevant times herein, Webster Realty was licensed with the MREC as a real estate association, license No. 2003030730.

5. Webster Realty & Investment Co., LLC does business under the fictitious name, Webster Realty, which is registered with the MREC.

6. At all times relevant herein, Webster was the designated broker of Webster Realty; and, as such, Webster bears responsibility for her own conduct as well as that of Webster Realty.

7. Webster is subject to discipline under her real estate broker's license for the conduct and violations revealed by the MREC's investigation and audit of Webster Realty.

8. References herein to Webster are also references to Webster Realty.

9. References herein to Webster Realty are also references to Webster.

10. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 339.100.2, RSMo.

11. Section 339.100.2, RSMo, provides:

> 2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 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, RSMo, 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.
>
> . . . . .
>
> 3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

13. Section 339.710(12), RSMo, defines the term "designated broker" and provides:

> (12) "Designated broker", any individual licensed as a broker who is operating pursuant to the definition of real estate broker as defined in section 339.010, or any individual licensed as a broker who is appointed by a partnership, association, limited liability corporation, or a corporation engaged in the real estate brokerage business to be responsible for

> the acts of the partnership, association, limited liability corporation, or corporation. Every real estate partnership, association, or limited liability corporation, or corporation shall appoint a designated broker;

Count I
2470 Harbor Landing Circle

14. Webster managed the property located at 2470 Harbor Landing Circle, St. Louis, Missouri ("Property") on behalf of Owner Mark Heard from 2009 until 2012, and again from June of 2013 until December of 2014.

15. From June of 2013 until December of 2014, Webster managed the Property without a current written property management agreement between herself and Owner Heard.

16. By performing the duties of a property manager on behalf of property owners without a current written property management agreement Webster violated §339.780.2, RSMo, which states:

> 2. 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.

17. Based on Webster's violation of § 339.780.2, RSMo, Petitioner has cause to discipline Webster's real estate broker's license pursuant to § 339.100.2(15), RSMo.

18. By managing a property without a current written property management agreement Webster also violated the terms of 20 CSR 2250-8.200(1), which states:

> (1) When managing property a licensee shall not rent or lease, offer to rent or lease, negotiate, or offer or agree to negotiate, the rent or lease, list or offer to list for lease or rent, assist or direct in procuring of prospects calculated to result in the lease or rent, assist or direct in the negotiation of any transaction calculated or intended to result in the lease or rent, or show that property to prospective renters or lessees unless the licensee's broker holds a current written property management agreement or other written authorization signed by the owner of the real estate or the owner's authorized agent.

19. Based on Webster's violation of 20 CSR 2250-8.200(1) Petitioner has cause to discipline Webster's real estate broker's license pursuant to § 339.100.2(15), RSMo.

20. In or about June of 2013, Webster negotiated a residential lease agreement with Tenant Green, who paid Webster a security deposit in the amount of $2,500, which was not accounted for or timely remitted to Owner Heard, in violation of § 339.100.2(3), RSMo, and not deposited into an escrow account, in violation of § 339.100.2(1), RSMo, § 339.105.1, RSMo, and 20 CSR

2250-8.220(2) and (3). Thus, cause exists to discipline Webster's broker's license pursuant to §339.100.2(15), RSMo.

21. During the period from May through December of 2014, Webster accepted rent payments in the form of both cash and money orders on behalf of Owner Heard from Tenant Green, which were not accounted for, and from which proceeds were not remitted timely to Owner Heard, in violation of § 339.100.2(3), RSMo, and not deposited into an escrow account, in violation of §§ 339.100.2(1), 339.105.1, RSMo, and CSR 2250-8.220(3). Thus, cause exists to discipline Webster's real estate broker's license pursuant to §339.100.2(15), RSMo..

22. During that time, Webster did not maintain an escrow or trust account in which to deposit and maintain the funds of Owner Heard, in violation of § 339.100.2(1) RSMo, § 339.105.1 RSMo, and and CSR 2250-8.220(1) and (2). Thus, cause exists to discipline Webster's real estate license pursuant to §339.100.2(15).

23. By failing to deposit and maintain the funds of Owner Heard in an escrow account, Webster also violated the terms of 20 CSR 2250-8.120(4), which states 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. . . .

24. Additionally, by failing to separate security deposit funds from current rents and money used for property management needs, Webster also violated the terms of 20 CSR 2250-8.220(2), (3), and (5) which state:

> (2) All security deposits held by a broker shall be maintained, intact, in an escrow account other than the property management account(s), pursuant to section 339.105, RSMo, unless the owner(s) have agreed otherwise in writing.
>
> (3) All money received by a broker in connection with any property management must be deposited within ten (10) banking days to the escrow account or trust account maintained by the broker.
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> . . . . .
>
> (5) The property management escrow account(s) maintained by the broker shall be an account in a bank, savings and loan, or credit union.

25. Based on Respondents' violation of 20-CSR 2250-8.120(4) and 20-CSR 2250-8.220(2), (3), and (5), cause exists to discipline their real estate licenses pursuant to § 339.100.2(15), RSMo.

26. During the period from May through December of 2014, Webster contracted to have the air conditioner repaired at the Property without accounting to Owner Heard for the expense. Webster's failure to account for the

expense violated § 339.100.2(3). Thus, cause exists to discipline Webster's real estate broker's license.

Count II
Audit of Webster Realty & Investments Co., LLC

27. From May 21 and May 28, 2015, an MREC examiner conducted an Audit, No. LB-21623, ("Audit") of Webster Realty & Investment Co., LLC ("Webster Realty"). Jackie F. Webster ("Webster") was the designated broker at the time of the audit. Based on the findings of that audit, Petitioner alleges the following:

28. During May of 2015, Webster Realty's website listed Floyd Atkins, Samson Webster, and Joshua Marc-Anthony Webster as agents for Webster Realty, at a time when none of the above three named persons possessed a Missouri real estate license.

29. By holding out the names of unlicensed persons as agents, Webster Realty used advertising which assisted or enabled the above named persons to practice as real estate agents who were not currently licensed, and which was knowingly false and misleading, in violation of § 339.100.2(23) and (24), RSMo, which state:

> 2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 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:
>
> (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*;
>
> (24) Use of any advertisement or solicitation which is knowingly false, misleading or deceptive to the general public or persons to whom the advertisement or solicitation is primarily directed[.]

Thus, cause exists to discipline Webster's real estate broker's license.

30. On May 21, 2015, in an attempt to address the allegations of mishandling of funds, the MREC's examiner personally presented Webster with a letter requesting a list of documents pertaining to the management of the complainant's property. The letter stated that the requested documents were to be presented to the examiner at 12 p.m. on May 28, 2015. Webster failed to be present at that designated time, or to provide the documents at any other time. Webster also failed to return certain communications requested by the examiner in a note left at the place of business at the time.

31. Webster's failure to be present at the designated time, failure to provide documents requested by the examiner, and failure to respond to requests by the examiner, constitutes a failure to allow the MREC, or its duly authorized

agent, access to Webster's, and Webster Realty's, brokerage records in violation of § 339.105.3 RSMo, as set forth above.

32. Based on Webster's violation of § 339.105.3, RSMo, cause exists to discipline Webster's real estate broker's license pursuant to § 330.100.2(15), RSMo.

33. Webster's failure to allow the MREC or its duly authorized agent access to brokerage records also violates 20 CSR 2250-8.160, which states:

> (1) Every broker shall retain for a period of at least three (3) years true copies of all business books; accounts, including voided checks; records; contracts; brokerage relationship agreements; closing statements and correspondence relating to each real estate transaction that the broker has handled. The records shall be made available for inspection by the commission and its authorized agents at all times during usual business hours at the broker's regular place of business. No broker shall charge a separate fee relating to retention of records.

34. Based on Webster's violation of 20 CSR 2250-8.160, cause exists to discipline Webster's real estate broker license pursuant to § 339.100.2(15), RSMo.

35. A Residential Sale Contract discovered by the examiner, dated August 4, 2014 between Seller Bielicke and Buyer Finley (a closed transaction) fails to show that a brokerage relationship existed between Webster and Seller

Bielicke. Failure to disclose the brokerage relationship in writing to all parties is a violation of 20 CSR 2250-8.096(1), which states in pertinent part:

> (1) Licensees acting with or without a written agreement for brokerage services pursuant to sections 339.710 to 339.860, RSMo, are required to have such relationships confirmed in writing by each party to the real estate transaction on or before such party's first signature to the real estate contract. Nothing contained herein prohibits the written confirmation of brokerage relationships from being included or incorporated into the real estate contract, provided that any addendum or incorporated document containing the written confirmation must include a separate signature section for acknowledging the written confirmation that shall be signed and dated by each party to the real estate transaction.

36. Based on Webster's violation of 20 CSR 2250-8.096(1), cause exists to discipline Respondents' real estate licenses pursuant to § 339.100.2(15), RSMo.

Count III
Section 339.040.1, RSMo

37. Section 339.100.2(16), RSMo, provides:

> 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:
>
> . . . . .

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

38. Section 339.040, RSMo, 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.

39. The conduct of Webster Realty and Webster, individually and collectively, as alleged in each count of this Complaint, individually and collectively demonstrates that Webster Realty and Webster (1) lack good moral character; (2) do not bear a good reputation for honesty, integrity, and fair dealing; and (3) are 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, providing cause to discipline the real estate licenses of Webster Realty and Webster pursuant to § 339.100.2(16), RSMo.

Count IV

§ 339.100.2(19)

40. Section 339.100.2(19), RSMo, provides:

> 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:
>
> . . . . .
>
> (19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence;

41. The conduct of Webster Realty and Webster, individually and collectively, as alleged in each count of this Complaint, individually and collectively, constitutes untrustworthy, improper, and/or fraudulent business dealings and/or demonstrates bad faith and/or gross incompetence, providing cause to discipline the real estate licenses of Webster Realty and Webster pursuant to § 339.100.2(19), RSMo.

42. In full and fair settlement for the unpaid rent due to Mark Heard, 351 Vineland Place Drive, Vine Grove, KY 40175, without admitting liability, Jackie Webster agrees to pay Mark Heard the amount of $8,750.00 to compensate him for rent payments due to him from the rental of his property located at 2470 Harbor Landing Circle, St. Louis, Missouri

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 §§ 621.045.4 and 621.110, RSMo Supp. 2013.

43. **Webster's licenses are suspended, followed by a period of probation.** Webster's license as a broker and as a broker associate is hereby SUSPENDED UNTIL SUCH TIME AS MARK HEARD IS PAID IN THE AMOUNT OF $8,750.00.FAILURE TO PAY MARK HEARD IN $8,750.00 WITHIN TWO YEARS OF THE EFFECTIVE DATE OF THIS SETTLEMENT AGREEMENT CONSTITUTES A VIOLATION OF THE AGREEMENT. OR FOR TWO YEARS, WHICHEVER COMES FIRST. If Jackie F. Webster fails to pay Mark Heard $8,750.00 within two years of the effective date of this Agreement, she shall be in violation of the terms of this Settlement Agreement, and subject to further discipline before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo. If, and only if, Mark Heard is paid the amount of $8,750.00 within two years of the effective date of this Settlement Agreement, and following confirmation of that payment, Webster's licenses shall 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, Webster shall not be entitled to operate as a real estate broker or broker associate pursuant to Chapter 339, RSMo. During the period of probation, Webster shall be entitled to operate as a real estate broker or broker associate under Chapter 339, RSMo, provided she adheres to all the terms of this Settlement Agreement.

44. **Webster Realty & Investment Co. LLC's real estate association license is suspended, followed by a period of probation.** Webster Realty & Investment Co. LLC's license as a real estate association is hereby SUSPENDED UNTIL SUCH TIME AS MARK HEARD IS PAID IN THE AMOUNT OF $8,750.00. FAILURE TO PAY MARK HEARD $8,750.00 WITHIN TWO YEARS OF THE EFFECTIVE DATE OF THIS SETTLEMENT AGREEMENT CONSTITUTES A VIOLATION OF THE AGREEMENT. If Webster Realty & Investment Co. LLC's fails to pay Mark Heard $8,750.00 within two years of the effective date of this Agreement, it shall be in violation of the terms of this Settlement Agreement, and subject to further discipline before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo. If, and only if, Mark Heard is paid the amount of $8,750.00 within two years of the effective date of this Settlement Agreement, and following confirmation of that payment, Webster Realty & Investment Co. LLC's licenses shall 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, Webster Realty & Investment Co. LLC's shall not be entitled to operate as a real estate association pursuant to Chapter 339, RSMo. During the period of probation, Webster Realty & Investment Co. LLC's shall be entitled to operate as a real estate association under Chapter 339, RSMo, provided it adheres to all the terms of this Settlement Agreement.

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

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

B. Webster shall timely renew her real estate license(s), and the real estate license of Webster Realty & Investment Co. LLC, 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, Webster 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, Webster, and Webster Realty & Investment Co. LLC, may surrender their respective real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Webster applies for a real estate license after surrender, Webster 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. Webster 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. Webster 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, Webster 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. Webster 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. Any cause to discipline Webster's license as a real estate broker under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

G. Webster shall report to the MREC each occurrence of Webster 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. Broker Acknowledgement. If at any time during the disciplinary period Webster wishes to transfer her license affiliation to a new broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to

transfer her license. Webster must obtain the Broker Acknowledgement form from the MREC.

46. Upon the expiration of the disciplinary period, the license of Webster, and Webster Realty & Investment Co. LLC, shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Webster 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 Webster's license.

47. 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.

48. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Webster of §§ 339.010 to 339.180 and §§ 339.710 to 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

49. 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.

50. 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. Webster agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

52. 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.

53. 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 324, 339, and 610, RSMo, as amended.

54. Webster, together with her 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.

55. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEES

2/26/18

Jackie Webster Date

WEBSTER REALTY & INVESTMENT CO. LLC

2/26/18

By: Jackie Webster Date
Its: Manager

MISSOURI REAL ESTATE COMMISSION

Terry W. Moore, Executive Director
Date: 03-19-18

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