

**BEFORE THE MISSOURI REAL ESTATE COMMISSION**

MISSOURI REAL ESTATE COMMISSION	)	
	)	
Petitioner,	)	
	)	
v.	)	No. 15-1478 RE
	)	
JACKIE A. WILLIAMS	)	
	)	
Respondent.	)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DISCIPLINARY ORDER**

On or about May 7, 2019, the Administrative Hearing Commission entered its Decision (“Decision”) based on an Order dated April 22, 2019 in the case of *Missouri Real Estate Commission v. Jackie A. Williams*, No. 15-1478 RE. In that Decision and Order, the Administrative Hearing Commission found that Respondent Jackie A. Williams’ Salesperson license (license no. 2007000171) is subject to disciplinary action by the Missouri Real Estate Commission (“Commission”) pursuant to § 339.100.2 (1), (2), (3), (5), and (15), RSMo.<sup>1</sup>

The Commission has received and reviewed the record of the proceedings before the Administrative Hearing Commission including the Decision and Order of the Administrative Hearing Commission. The record of the Administrative Hearing Commission is incorporated herein by reference in its entirety.

Pursuant to notice and §§ 621.110 and 339.100.3, RSMo, the Commission held a hearing on August 5, 2020, at the Missouri Council of School Administrators, 3550 Amazonas Drive, in Jefferson City, Missouri, for the purpose of determining the appropriate disciplinary action against Respondent’s license. All of the members of the Commission were present throughout

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

the meeting. Further, each member of this Commission has read the Decision and Order of the Administrative Hearing Commission. The Commission was represented by Assistant Attorney General Craig Jacobs. Respondent having received proper notice and opportunity to appear did not appear in person or through legal counsel. After being present and considering all of the evidence presented during the hearing, the Commission issues the following Findings of Fact, Conclusions of Law, and Order.

Based upon the foregoing the Commission hereby states:

**I.**

**FINDINGS OF FACT**

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 entity in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of §§ 339.010-339.205 and 339.710-339.855, RSMo.

2. The Commission hereby adopts and incorporates by reference the Order, Decision, and the record of the Administrative Hearing Commission in *Missouri Real Estate Commission v. Jackie A. Williams*, Case No. 15-1478 RE, issued April 22, 2019 and May 7, 2019, in its entirety and takes official notice thereof.

3. The Commission set this matter for disciplinary hearing and served notice of the disciplinary hearing upon Respondent in a proper and timely fashion. Respondent did not appear in person or through legal counsel at the hearing before the Commission.

4. This Commission licensed Respondent Jackie A. Williams as a Salesperson, license number 2007000171. Respondent's license was not current at all times relevant to this proceeding. On September 30, 2018, Respondent's license expired.

## II.

### CONCLUSIONS OF LAW

5. This Commission has jurisdiction over this proceeding pursuant to §§ 621.110 and 339.100, RSMo.

6. The Commission expressly adopts and incorporates by reference the Decision dated May 7, 2019 and the Order dated April 22, 2019 issued by the Administrative Hearing Commission, in *Missouri Real Estate Commission v. Jackie A. Williams*, Case No. 15-1478 RE, takes official notice thereof, and hereby enters its Conclusions of Law consistent therewith.

7. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Decision dated May 7, 2019 and Order dated April 22, 2019, Respondent's Salesperson license, number 2007000171, is subject to disciplinary action by the Commission pursuant to § 339.100.2 (1), (2), (3), (5) and (15), RSMo.

8. The Commission has determined that this Order is necessary to ensure the protection of the public.

## III.

### ORDER

Having fully considered all the evidence before the Commission, and giving full weight to the Decision and Order of the Administrative Hearing Commission, it is the **ORDER** of the Commission that the Salesperson license of Jackie A. Williams (license no. 2007000171) is hereby **REVOKED**. All evidence of licensure shall be immediately returned to the Commission within 30 days of this Order, if Respondent has not already done so.

The Commission will maintain this Order as an open, public record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

SO ORDERED, EFFECTIVE THIS 13<sup>TH</sup> DAY OF AUGUST, 2020.

MISSOURI REAL ESTATE COMMISSION

  
Terry W. Moore, Executive Director

Before the  
Administrative Hearing Commission  
State of Missouri



MISSOURI REAL ESTATE COMMISSION, )

Petitioner, )

v. )

JACKIE WILLIAMS, )

Respondent. )

No. 15-1478 RE

**DECISION**

On April 22, 2019, we issued our order granting part of Petitioner's motion for summary decision. We concluded that Respondent's license is subject to discipline on some, but not all, charges in the complaint. We gave Petitioner until May 2, 2019, to notify us whether it wished to proceed to hearing on the remainder of the complaint, but Petitioner did not respond. Therefore, we presume Petitioner wishes to dismiss the remaining charges in the complaint, and they are dismissed.

We incorporate by reference our April 22, 2019, order into this final decision and will certify our record to Petitioner in thirty days.

SO ORDERED on May 7, 2019.

  
SREENIVASA RAO DANDAMUDI  
Commissioner

Before the  
Administrative Hearing Commission  
State of Missouri



MISSOURI REAL ESTATE COMMISSION, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
JACKIE WILLIAMS, )  
 )  
Respondent. )

No. 15-1478

**ORDER**

We grant partial summary decision<sup>1</sup> to the Missouri Real Estate Commission (MREC). Cause exists to discipline the real estate salesperson license and broker license of Jackie Williams.<sup>2</sup>

**Procedure**

On September 29, 2015, the MREC filed a complaint alleging there is cause to discipline Williams' license. On November 30, 2015, Williams was personally served a copy of the complaint and our notice of complaint/notice of hearing. On December 31, 2015, the MREC filed a motion for default. We gave Williams until January 19, 2016, to file a response, but she did not. On January 22, 2016, we issued a default decision. On February 21, 2017, the Circuit

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<sup>1</sup> In its complaint, the MREC alleges cause to discipline Williams' license under § 339.100.2(16) and (19). However, the MREC specifically states in its motion for summary decision that it does not seek summary decision for those grounds. Statutory references are to RSMo 2016, unless otherwise indicated.

<sup>2</sup> Formerly known as Campbell. See Answer.

Court of Ozark County entered a judgment finding that no “summons” advising Williams that she had 30 days to file an answer had been contained in the service materials, and the Court set aside the default decision. We served a copy of the complaint and our notice of complaint/notice of hearing on Williams by certified mail.<sup>3</sup> On May 10, 2017, Williams filed an answer.

On February 5, 2019, the MREC file a motion for summary decision. On February 6, 2019, we mailed Williams a letter advising her of her right to respond, but the letter was returned undeliverable.<sup>4</sup> We gave Williams until February 20, 2019, to file a response, but she filed nothing. We may grant a motion for summary decision if a party establishes facts that entitle any party to a favorable decision and no party genuinely disputes such facts.<sup>5</sup> Parties may establish facts, or raise a dispute as to such facts, by admissible evidence.<sup>6</sup> To establish facts in support of summary decision, the MREC relies upon Williams’ answer and the request for admissions served on Williams on August 24, 2018 to which Williams failed to respond. Under Supreme Court Rule 59.01,<sup>7</sup> the failure to answer a request for admissions establishes the matters asserted in the request, and no further proof is required.<sup>8</sup> Such a deemed admission can establish any fact, or “application of the facts to the law, or the truth of the ultimate issue, opinion or conclusion, so long as the opinion called for is not on abstract propositions of law.”<sup>9</sup> That rule applies to all parties, including those acting pro se.<sup>10</sup>

Accordingly, the following findings of fact are undisputed.

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<sup>3</sup> On April 17, 2017, we received the certified mail return receipt signed by Williams.

<sup>4</sup> We directed our correspondence to Williams’ last known address, the same address Williams used when she filed her answer. The U.S. Postal Service did not provide a forwarding address.

<sup>5</sup> 1 CSR 15-3.446(6)(A).

<sup>6</sup> 1 CSR 15-3.446(6)(B).

<sup>7</sup> Section 536.073.2 and 1 CSR 15-3.420(1) apply circuit court discovery rules, including Rule 59, to this case. All statutory references are to RSMo 2016, unless otherwise referenced.

<sup>8</sup> *Dynamic Computer Solutions, Inc. v. Midwest Mktg. Ins. Agency, L.L.C.*, 91 S.W.3d 708, 715 (Mo. App. W.D. 2002).

<sup>9</sup> *Briggs v. King*, 714 S.W.2d 694, 697 (Mo. App. W.D. 1986).

<sup>10</sup> *Research Hosp. v. Williams*, 651 S.W.2d 667, 669 (Mo. App. W.D. 1983).

### **Findings of Fact**

1. At all relevant times, Williams held a real estate salesperson license and broker license issued by the MREC.

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#### COUNT I

##### Pomona Property

2. In March 2013, Williams acted as a buyer's agent for Joey and Holly Lacaze in their purchase of real property located at 6815 PR 4361, Pomona, Missouri ("Pomona Property").

3. Williams directed an employee of Joey Lacaze to forge Holly Lacaze's signature on the contract for sale of real estate for the purchase of the Pomona Property ("Pomona Property contract").

4. Williams submitted the Pomona Property contract to Wiles Abstract and Title (Wiles Abstract) to be processed, knowing Holly Lacaze's signature was forged.

5. Williams did not collect the \$100 in earnest money that was identified in the Pomona Property contract.

6. Williams did not deposit \$100 in earnest money into an escrow account that was identified in the Pomona Property contract.

#### COUNT II

##### Groom West Plains Property

7. In 2010, Williams was the seller's agent for Thomas and Leonia Groom for the sale of real estate located at 1771 PR 8501, West Plains, Missouri ("Groom West Plains Property").

8. Williams approached the Grooms and arranged to purchase the property herself after a contract fell through.

9. Williams and the Grooms entered into a contract for deed dated August 18, 2010, requiring payment in full after three years.

10. Under the contract, Wiles Abstract was the escrow agent and held the unrecorded warranty deed for the Groom West Plains Property.

11. Pursuant to the contract for deed, if Williams paid in full, Wiles Abstract was to deliver the warranty deed to Williams.

12. Pursuant to the contract for deed, if Williams defaulted, Wiles Abstract was to deliver a quit claim deed to the Grooms.

13. In April 2011, Williams defaulted on her payments.

14. Williams received the warranty deed from Wiles Abstract.

15. Williams recorded the warranty deed with the Recorder of Deeds in Howell County, Missouri.

16. The warranty deed was delivered and recorded by Williams despite Williams being in default.

17. Williams refused to deed the property back to the Grooms once they discovered the warranty deed had been recorded.

18. After legal proceedings had been initiated, Williams agreed to deed the property back to the Grooms.

19. Williams took a stove from the house without paying the Grooms.

20. During the pendency of the contract for deed, Williams was responsible for, but did not pay, the 2011 and 2012 real property taxes for the Groom West Plains Property.

COUNT III  
Shelton West Plains Property

21. Williams was the seller's agent for property owned by Sam and Crystal Shelton located at 7095 County Road 1500 ("Shelton West Plains Property") beginning on May 2, 2013.

22. The Sheltons released Williams as the seller's agent on September 25, 2013.
23. After the Sheltons released Williams as the seller's agent, Williams approached Sam Shelton to show the property to a potential buyer.
24. Williams did not obtain written authorization for the showing.
25. Shelton agreed he would be willing to sell the property by contract for deed so long as he received a \$20,000 down payment.
26. Sam Shelton did not accept any offer for the property.
27. Williams proceeded to act as the seller's agent for the Sheltons.
28. Williams showed the Shelton West Plains Property to Bunny Tabor, a/k/a Bonnie Driscoll, without written authorization from the Sheltons.
29. Williams represented Driscoll as the buyer's agent.
30. Driscoll agreed to purchase the property and paid Williams in three checks: two for \$2,000 and one for \$190.
31. Williams acted as a dual agent, as she represented the Sheltons as a seller's agent and Driscoll as a buyer's agent.
32. Williams instructed Driscoll to leave the "Pay to" portion of the check blank.
33. Williams wrote her own name in the "Pay to" blank and cashed the checks in her own name.
34. Williams never provided any offer to the Sheltons.
35. Williams never provided a contract to the Sheltons.
36. Williams never provided a deed to Driscoll.
37. Williams delivered possession of the property to Driscoll.
38. Williams never notified the Sheltons of the sale.

39. The Sheltons were unaware of the feigned sale until Sam Shelton tried to enter the property and found Driscoll and her family inhabiting the property.

40. Williams offered Sam Shelton \$3,000 in cash for a cattle trailer.

41. Williams used \$3,000 of the \$4,190 paid to her by Driscoll for the Shelton West Plains Property to pay for the cattle trailer.

42. Williams never returned any of the \$4,190 to Driscoll.

43. Williams failed to maintain and deposit the \$4,190 into a special account separate from her personal or business account.

44. Williams did not have the consent of the Sheltons or Driscoll to act as a dual agent.

45. Williams did not have the consent of all parties to the contract.

46. Williams did not have a written agency agreement with the Sheltons or with Driscoll.

#### COUNT IV Other Transactions

##### *A. McManners Transaction*

47. Williams was an agent in a transaction involving Lonnie and Robbin McManners.

48. In the McManners transaction, Williams received \$500 in earnest money on a contract signed on July 8, 2010.

49. Williams never deposited the \$500 in earnest money into a trust account.

50. Williams never delivered the \$500 in earnest money to the title company.

##### *B. Adams Transaction*

51. Williams was an agent in a transaction involving Robby and Brittany Adams.

52. In the Adams transaction, Williams received \$100 in earnest money on a contract signed on August 30, 2011.

53. Williams never deposited the \$100 in earnest money into a trust account.
54. Williams never delivered the \$100 in earnest money to the title company.

*C. Sheel Transaction*

55. Williams was an agent in a transaction involving Steve and Tammy Sheel.

56. In the Sheel transaction, Williams received \$50 in earnest money on a contract signed on November 3, 2011.

57. Williams never deposited the \$50 in earnest money into a trust account.
58. Williams never delivered the \$50 in earnest money to the title company.

*D. Brenton Transaction*

59. Williams was an agent in a transaction involving Bryan and Melinda Brenton.

60. In the Brenton transaction, Williams received \$100 in earnest money on a contract signed on April 10, 2012.

61. Williams never deposited the \$100 in earnest money into a trust account.
62. Williams never delivered the \$100 in earnest money to the title company.

**Conclusions of Law**

We have jurisdiction to hear this case.<sup>11</sup> The MREC has the burden of proving that there is cause for discipline.<sup>12</sup> The MREC argues in its motion that there is cause to discipline

Williams' license on four counts pursuant to the following statutory authority:

Count I – Pomona Property Sale: § 339.100.2(1), (2), and (15);

Count II – Groom West Plains Property: § 339.100.2(2) and (15);

Count III – Shelton West Plains Property: § 339.100.2(1), (2), (3), (5) and (15); and

Count IV – Other Transactions: § 339.100.2(1) and (15).

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<sup>11</sup> Section 621.045.

<sup>12</sup> *Missouri Real Estate Comm'n v. Berger*, 764 S.W.2d 706, 711 (Mo. App. E.D. 1989).

Section 339.100 states, in relevant part:

2. The [MREC] 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 money 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;

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

(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;

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(5) Failure to timely deliver a duplicate original of any and all instruments to any party or parties executing the same where the instruments have been prepared by the licensee or under his or her supervision or are within his or her control, including, but not limited to, the instruments relating to the employment of the licensee or to any matter pertaining to the consummation of a lease, listing agreement or the purchase, sale, exchange or lease of property, or any type of real estate transaction in which he or she may participate as a licensee;

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(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[.]

A. Failure to Deposit in Separate Account – Subdivision (1)

Williams failed to maintain and deposit \$4,190 received from Driscoll into a special account separate from her personal or business account on the Shelton West Plains Property.

Williams received earnest money in the McManners (\$500), Adams (\$100), Sheel (\$50), and Brenton (\$100) transactions, but she never deposited the earnest money into a trust account or delivered the money to the title companies. There is cause to discipline Williams pursuant to § 339.100.2(1) under Counts III and IV.

Williams did not collect the \$100 in earnest money identified in the Pomona Property contract. Therefore, she was not obligated to deposit the money. Cause does not exist pursuant to § 339.100.2(1) under Count I.

B. Misrepresentations or Omission of Facts in  
the Conduct of Business – Subdivision (2)

Cause exists to discipline Williams pursuant to § 339.100.2(2) under Counts I through III of the complaint. Williams engaged in substantial misrepresentations by directing another to forge a document in the Pomona Property transaction and submitting the forged document to the title company. In order to obtain the warranty deed to the Groom West Plains Property, Williams made substantial misrepresentations to convince Wiles Abstract to give her the warranty deed to the property even though Williams was in default on the contract for deed. Williams made substantial misrepresentations or false promises, and suppressed, concealed or omitted material facts by selling the Shelton West Plains Property without providing an offer to the Sheltons, having them sign a sales contract, or making the Sheltons aware of the sale to Driscoll. Williams also suppressed, concealed or omitted material facts when she did not make Driscoll aware that the property owners, the Sheltons, were not participants in the Shelton West Plains Property sale.

C. Failing to Remit Money Belonging  
to Others – Subdivision (3)

Driscoll agreed to purchase the Shelton West Plains Property and paid Williams in three checks. Williams told Driscoll to leave the payee line of her checks blank. Williams inserted

her name and cashed the checks. After the Sheltons discovered Driscoll living on their property and the feigned sale, Williams did not return the \$4,190 to Driscoll. There is cause to discipline Williams under § 339.100.2(3) for failing to remit money belonging to Driscoll as pled in Count

III.

D. Failure to Deliver Instruments – Subdivision (5)

When Williams received the purchase money from Driscoll for the Shelton West Plains Property, she did not provide an offer or contract to the Sheltons or a deed to Driscoll for the real estate transaction. Therefore, the MREC may discipline Williams under § 339.100.2(5) for Williams' failure to deliver instruments relating to the Shelton West Plains Property real estate transaction as alleged in Count III.

E. Violation of Statute or Rule – Subdivision (15)

*Count I – Pomona Property*

The MREC argues that cause for discipline exists under § 339.100.2(15) for Williams' violation of § 339.740.1(2), (3), (5) and (6) involving the Pomona Property transaction. Section 339.740 states, in relevant part:

1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations:

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(2) To exercise reasonable skill and care for the client;

(3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity[;]

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(5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

After directing another to forge Holly Lacaze's signature on the contract, Williams submitted the forged document to the escrow company for the Pomona Property transaction. Williams did not exercise reasonable skill and care or promote the interests of her clients, the Lacazes, with the utmost good faith, loyalty and fidelity. Therefore, Williams violated § 339.740.1(2) and (3), which in turn violated § 339.740.1(5).

The MREC also asserts that Williams violated § 570.090.1(1) and (4),<sup>13</sup> the criminal statute for forgery, which provides:

1. A person commits the crime of forgery if, with the purpose to defraud, the person:

(1) Makes, completes, alters or authenticates any writing so that it purports to have been made by another or at another time or place or in a numbered sequence other than was in fact the case or with different terms or by authority of one who did not give such authority; or

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(4) Uses as genuine, or possesses for the purpose of using as genuine, or transfers with the knowledge or belief that it will be used as genuine, any writing or other thing including receipts and universal product codes, which the actor knows has been made or altered in the manner described in this section.

Williams directed another to sign Holly Lacaze's name to the Pomona Property contract and submitted the forged contract to the title company, and thereby violated § 570.090.1(1) and (4), and § 339.740.1(6).

Finally, the MREC contends that Williams violated § 339.105 and 20 CSR 2250-8.120(1) when she did not deposit \$100 in earnest money into an escrow account that was identified in the Pomona Property contract. Section 339.105.1 states that, "Each broker who holds funds belonging to another shall maintain such funds in a separate bank account ... which shall be designated an escrow or trust account." 20 CSR 2250-8.120(1) provides:

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<sup>13</sup> RSMo Supp. 2010.

All money received by a licensee as set out in section 339.100.2(1), RSMo shall be deposited in the escrow or trust account maintained by the broker no later than ten (10) banking days following the last date on which the signatures or initials, or both, of all the parties to the contract are obtained, unless otherwise provided in the contract. Earnest money received prior to acceptance of a written contract may be deposited into the escrow account by the broker with the written authorization of the party(ies) providing the funds.

Because we found that Williams did not collect the \$100 in earnest money identified in the Pomona Property contract, she did not hold funds on behalf of another or need to deposit such funds. Williams did not violate § 339.105.1 and 20 CSR 2250-8.120(1).

We find cause exists to discipline Williams pursuant to § 339.100.2(15) for violations of §§ 339.740.1(2), (3), (5), and (6), and 570.090.1(1) and (4).<sup>14</sup>

*Count II – Groom West Plains Property*

The MREC asserts that Williams violated § 339.730.1(2), (3), (5), and (6) by failing to comply with the duties and obligations as a seller's agent in the Groom West Plain Property transaction. Section 339.730 provides, in relevant part:

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

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(2) To exercise reasonable skill and care for the client;

(3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity[;]

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(5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

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<sup>14</sup> The MREC's complaint also alleges cause under § 339.100.2(15) for violating § 339.755.2(2) and .11(2). However, because the MREC does not seek summary decision based on violations of § 339.755, we do not address those allegations.

(6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

Williams, as a broker, served as the seller's agent for the Grooms. Williams and the Grooms entered into a contract for Williams to purchase the property, with payment in full due after three years. Wiles Abstract, as the escrow agent, held the unrecorded warranty deed to the Groom West Plains Property. In accordance with the contract, if after three years Williams paid in full, Wiles Abstract would deliver the warranty deed to Williams, but if she was in default, Wiles Abstract would deliver a quit claim deed to the Grooms. Although Williams defaulted on her payments, Williams used misrepresentations to convince Wiles Abstract to give her the warranty deed, which she then recorded. Only after legal proceedings were initiated did Williams deed the property back to the Grooms. Moreover, while she held the property, Williams took a stove from the Groom West Plains Property without paying the Grooms.

For her conduct described above, we conclude that Williams did not exercise reasonable skill and care for her clients, the Grooms. In addition, Williams did not promote the interest of the Grooms with the utmost faith, loyalty, and fidelity. Williams violated § 339.730.1(2), (3), and (5).

Furthermore, Williams violated § 570.030.1,<sup>15</sup> the criminal stealing statute, by recording the warranty deed on the Groom West Plains Property without paying the Grooms according to the contract terms and by removing a stove from the property without paying for it. Because Williams violated § 570.030.1, she also violated § 339.730.1(6).

Lastly, the MREC contends that during the pendency of the contract for deed, Williams was responsible for, but did not pay, the real property taxes on the Groom West Plains Property.

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<sup>15</sup> Section 570.030.1, RSMo Supp. 2010 stated: "A person commits the crime of stealing if he or she appropriates property or services of another with the purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion."

In its complaint, the MREC alleges that Williams thereby violated § 137.075, which provides: “Every person owning or holding real property or tangible personal property on the first day of January, including all such property purchased on that day, shall be liable for taxes thereon during the same calendar year.” The MREC does not explain how Williams’ failure to pay real property taxes as the purchaser of the Groom West Plains Property relates to her duties and obligations under § 339.730 as a seller’s agent. Therefore, we conclude that Williams did not violate § 339.730.1(6) for her failure to pay the taxes.

There is cause to discipline Williams’ license pursuant to § 339.100.2(15) for violating §§ 339.730.1(2), (3), (5), and (6) and 570.030.1 in her conduct relating to the Groom West Plains Property.<sup>16</sup>

#### *Count III – Shelton West Plains Property*

After Williams was released as the Sheltons’ seller’s agent, Williams approached Mr. Shelton to show the property to a potential buyer. Shelton agreed to the showing and that he would be willing to sell the property so long as he received a \$20,000 down payment. Williams showed the property to Driscoll. Williams acted as a dual agent, as she represented the Sheltons as a seller’s agent and Driscoll as a buyer’s agent, without consent from either. Driscoll gave Williams three checks for the purchase of the property with the payee lines left blank. Williams cashed the \$4,190 in checks in her own name. Williams did not provide an offer or contract to the Sheltons, and never provided a deed to Driscoll. Mr. Shelton only learned of Williams’ sale to Driscoll when he found Driscoll inhabiting the property. Williams did not return the \$4,190 to Driscoll.

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<sup>16</sup> The MREC’s complaint also alleges cause under § 339.100.2(15) for violating § 339.740.1(6). Complaint at ¶s 57 (stealing) and 59 (failure to pay real property taxes). However, because Williams acted as the seller’s agent, § 339.730 would be the applicable statute. Because §§ 339.730 and 339.740 mirror each other in substance, the typographical error does not impede our analysis, and such analysis does not prejudice Williams.

Williams did not exercise reasonable skill or care for either the Sheltons or Driscoll in violation of §§ 339.730.1(2) and 339.740.1(2). She did not promote the interests of the Sheltons or Driscoll with the utmost good faith, loyalty, or fidelity in violation of §§ 339.730.1(3) and 339.740.1(3). Williams violated § 570.030.1, the criminal statute for stealing, when Williams instructed Driscoll to leave the payee line blank on her checks intended to pay for the Shelton West Plains Property, placed her own name as the payee, cashed the checks, and never returned the money to Driscoll. By failing to comply with the statutes governing the real estate profession and state law prohibiting stealing, Williams violated §§ 339.730.1(5) and (6) and 339.740.1(5) and (6).

The MREC also argues that because Williams failed to have written agency agreements and consent of the parties to a dual agency relationship, Williams violated §§ 339.750.1 and 339.710(14) and (15). Section 339.750.1 states that “A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written agreement pursuant to section 339.780.” Section 339.710(14) and (15) are definitions of “dual agency” and “dual agent,” and cannot be violated. Williams violated § 339.750.1 by failing to have consent from the Sheltons and Driscoll to act as a dual agent.

As to the Shelton West Plains Property, Williams violated §§ 339.730.1(2), (3), (5), and (6), 339.740.1(2), (3), (5), and (6), 339.750.1, and 570.030.1. Therefore, there is cause to discipline Williams pursuant to § 339.100.2(15).

#### *Count IV – Other Transactions*

Williams received earnest money as an agent in the McManners, Adams, Sheel, and Brenton transactions. In each transaction, Williams did not deposit the earnest money into a trust account, thereby violating § 339.105.1 and 20 CSR 2250-8.120(1). We conclude that for each of the four transactions, Williams is subject to discipline under § 339.100.2(15).

### Summary

We grant the MREC's motion for partial summary decision and find that Williams' real estate salesperson license and broker license are subject to discipline under § 339.100.2(1), (2), (3), (5), and (15). The MREC shall notify this Commission no later than May 2, 2019, whether it wishes to proceed to hearing on § 339.100.2(16) and (19) and on any remaining allegations under § 339.100.2(15) contained in its complaint.

SO ORDERED on April 22, 2019.

  
SREENIVASA RAO DANDAMUDI  
Commissioner

**FILED**

SEP 29 2015

BEFORE THE  
ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI

ADMINISTRATIVE HEARING  
COMMISSION

MISSOURI REAL ESTATE COMMISSION )  
3605 Missouri Boulevard )  
P.O. Box 1339 )  
Jefferson City, MO 65102, )

Petitioner, )

v. )

Jackie W. Campbell )  
608 NW 12<sup>th</sup> Ave. )  
Ava, MO 65608, )

Respondent. )

Case No.: \_\_\_\_\_

COMPLAINT

Petitioner, the Missouri Real Estate Commission ("MREC"), by and through the Attorney General of the State of Missouri, and for its cause of action against Respondent Jackie Williams Campbell ("Campbell"), states the following:

1. The MREC is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo,<sup>1</sup> for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Brokers, Appraisers, and Escrow Agents.

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

2. Campbell is licensed by the MREC as a real estate salesperson, license no. 2007000171. Campbell's license was current and active at all time relevant herein.

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3. Campbell was initially licensed as a real estate salesperson on January 3, 2007.

4. From March 28, 2011 to October 12, 2012, Campbell was licensed as a Salesperson with BioVenture Investments, LLC.

5. From October 12, 2012 to November 9, 2012, Campbell was a Broker Salesperson with BioVenture Investments, LLC.

6. From November 9, 2012 to July 7, 2014, Campbell was licensed as a Broker Associate with Southern Missouri Realty, LLC.

7. From July 7, 2014 to present, Campbell has been licensed as a Salesperson with Ozark Mountains Real Estate, LLC.

8. Section 339.100.2, RSMo, authorizes the MREC to file a complaint with the Administrative Hearing Commission and states, in part:

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;

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

(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;

...

(5) Failure to timely deliver a duplicate original of any and all instruments to any party or parties executing the same where the instruments have been prepared by the licensee or under his or her supervision or are within his or her control, including, but not limited to, the instruments relating to the employment of the licensee or to any matter pertaining to the consummation of a lease;

...

(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;

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

9. Section 339.040, RSMo Supp., authorizes the MREC to deny a real estate license and states, in part:

1. Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, 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

(3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

**Count I**  
**Forgery in Pomona Property Sale**

10. The MREC realleges and incorporates by reference paragraphs 1-9 as though fully set forth herein.

11. In or around March 2013, Campbell acted as a buyer's agent for Joey and Holly Lacaze in their purchase of 6815 PR 4361, Pomona, Missouri ("Pomona Property").

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12. Alternatively, Campbell acted as a transaction broker for the sale of the Pomona Property pursuant to Section 339.720, RSMo.

13. Joey and Holly Lacaze were set to close on the Pomona Property on March 7, 2013.

14. Holly Lacaze did not sign the closing contract(s) for the Pomona Property due to her unavailability. Instead, under the direction of Campbell, one of Joey Lacaze's employees signed the contract in Holly Lacaze's name.

15. Knowing that Holly Lacaze's signature was forged, Campbell signed the contract and submitted it to Wiles Abstract and Title to be processed.

16. By allowing a person other than Holly Lacaze to sign the closing documents for the Pomona Property and by submitting a forged document to a title company to be processed, Campbell made and/or participated in material misrepresentations providing cause to discipline her real estate license under Section 339.100.2(2), RSMo.

17. Section 339.740.1(2), RSMo states that a buyer's agent shall "exercise reasonable skill and care for the client."

18. Section 339.755.2(2), RSMo similarly states that a transaction broker shall “exercise reasonable skill, care and diligence.”

19. By allowing a person other than Holly Lacaze, who was Campbell's client, to sign Holly Lacaze's name to a document, Campbell did not exercise reasonable skill and care in violation of Section 339.740.1(2) and/or 339.755.2(2), RSMo.

20. Section 339.740.1(3), RSMo requires a buyer's agent to “promote the interests of the client with utmost good faith, loyalty, and fidelity...”

21. By allowing a person other than Holly Lacaze to sign Holly Lacaze's name to a document, Campbell did not promote the interests of Holly Lacaze with the utmost good faith, loyalty, and fidelity in violation of Section 339.740.1(3), RSMo.

22. Section 339.740.1(5), RSMo requires a buyer's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, thus violating Section 339.740.1(5), RSMo.

23. Section 339.740.1(6) requires a buyer's agent to “comply with any applicable federal, state, and local laws, rules, regulations, and ordinances...”

24. Section 339.755.11(2) requires a transaction broker to “comply with any applicable federal, state and local laws, rules, regulations, and ordinances...”

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25. The Missouri criminal statute for Forgery, Section 570.090.1(1) &(4), RSMo states that:

1. A person commits the crime of forgery if, with the purpose to defraud, the person:

(1) Makes, completes, alters or authenticates any writing so that it purports to have been made by another or at another time or place or in a numbered sequence other than was in fact the case or with different terms or by authority of one who did not give such authority; or

(4) Uses as genuine, or possesses for the purpose of using as genuine, or transfers with the knowledge or belief that it will be used as genuine, any writing or other thing including receipts and universal product codes, which the actor knows has been made or altered in the manner described in this section.

26. By allowing a person other than Holly Lacaze to sign Holly Lacaze’s name to the closing documents for the Pomona Property and by submitting the forged document to a title company to be processed, Campbell violated the Missouri criminal statute for forgery; therefore, Campbell violated Section 339.740.1(6), RSMo and Section 339.755.11(2), RSMo.

27. By violating Sections 339.740.1 (2), (3), (5), & (6), Section 339.755.2(2), and Section 339.755.11(2), cause exists to discipline Campbell's real estate license under Section 339.100.2(15), RSMo.

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28. In the same Pomona Property transaction, Campbell did not collect the \$100 in earnest money that was identified in the contract and/or did not deposit \$100 into an escrow account.

29. Based on Campbell failing to deposit the \$100 into an escrow account, cause exists to discipline Campbell's real estate license under Section 339.100.2(1), RSMo.

30. Section 339.105.1, RSMo states that:

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.

31. 20 CSR 2250-8.120(1) states that:

(1) All money received by a licensee as set out in section 339.100.2(1), RSMo shall be deposited in the

escrow or trust account maintained by the broker no later than ten (10) banking days following the last date on which the signatures or initials, or both, of all the parties to the contract are obtained, unless otherwise provided in the contract. Earnest money received prior to acceptance of a written contract may be deposited into the escrow account by the broker with the written authorization of the party(ies) providing the funds.

32. Based on Campbell failing to deposit the \$100 into an escrow account, Campbell violated Section 339.105.1, RSMo; therefore, cause exists to discipline Campbell's real estate license under Section 339.100.2(1), RSMo.

33. In the alternative, if the \$100 in earnest money was not collected, Campbell's conduct constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence, in violation of Section 339.100.2(19), RSMo.

34. Additionally, Campbell's failing to deposit \$100 into an escrow account violates and 20 CSR 2250-8.120(1); therefore, cause exists to discipline Campbell's real estate license under Section 339.100.2(15), RSMo.

35. Each violation 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 listed in Count I also creates cause to discipline Campbell's license pursuant to Section 339.100.2(15).

36. The allegations set forth in this Count I demonstrate that Campbell is not a person of good moral character and is not competent to transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

37. Based on the allegations set forth in this Count I, Campbell participated in conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrated bad faith or incompetence, misconduct, or gross negligence, providing cause to discipline her real estate license under Section 339.100.2(19), RSMo.

**Count II**  
**Grooms West Plains Property**

38. The MREC realleges and incorporates by reference paragraphs 1-37 as though fully set forth herein.

39. Campbell was the seller's agent for 1771 PR 8501, West Plains, Missouri ("Grooms West Plains Property") in or around 2010. The sellers of that property were Thomas and Leonia Groom ("the Grooms").

40. The Grooms West Plains Property contained a house built by Thomas Groom and/or his LLC. The property went under contract, but fell through when the buyer could not obtain the proper financing.

41. When the contract fell through, Campbell approached the Grooms and arranged to purchase the property herself. Campbell and the Grooms entered into a Contract for Deed dated August 18, 2010, spanning over two years.

42. The contract was managed by Wiles Abstract & Title Co., ("Wiles") who acted as an escrow agent and held the unrecorded warranty deed to the property. Pursuant to the terms of the contract, if Campbell were to pay in full, Wiles was to deliver the warranty deed. If Campbell were to default, Wiles was to deliver a quit claim deed to the Grooms.

43. The payments were to be in the amount of \$607.53 per month and were to commence on September 27, 2010, and were to be made on the 27<sup>th</sup> month of each succeeding month.

44. Campbell defaulted on her payments in or around April 2011.

45. As a result of misrepresentations made by Campbell to Wiles, Wiles delivered the warranty deed to Campbell who recorded the warranty deed with the Recorder of Deeds in Howell County, Missouri. The warranty deed was delivered and recorded by Campbell despite Campbell's being in default.

46. When the Grooms discovered that the warranty deed had been recorded, the Grooms asked that the property be deeded back to them. Campbell refused, which required the Grooms to hire an attorney.

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47. Eventually, Campbell agreed to deed the property back to the Grooms, but only after legal proceedings to recover the property had been initiated.

48. After Campbell vacated the Grooms West Plains Property, it was discovered that Campbell had taken a stove from the house and had not paid the real estate taxes on the Grooms West Plains Property, which the Grooms eventually ended up paying themselves.

49. By convincing Wiles to furnish Campbell with the warranty deed to the Grooms West Plains Property, Campbell made substantial misrepresentations to Wiles, that is, she had a lawful right to the Warranty Deed; therefore, Campbell violated Section 339.100.2(2), RSMo.

50. Section 339.730.1(2), RSMo, requires a seller's agent to exercise reasonable skill and care for the client.

51. By representing the Grooms as a seller's agent, by entering into a contract for deed obligating Campbell to pay for the property, by defaulting on the contract for deed, and by obtaining title to that property through

misrepresentation, Campbell did not exercise reasonable skill and care for her client, in violation of Section 339.730.1(2), RSMo.

52. Section 339.730.1(3), RSMo, requires a seller's agent to "promote the interests of the client with the utmost good faith, loyalty, and fidelity..."

53. By representing the Grooms as a seller's agent, by entering into a contract for deed obligating Campbell to pay for the property, by defaulting on the contract for deed, and by obtaining title to that property through misrepresentation, Campbell did not promote the interests of the client with the utmost good faith, loyalty, and fidelity, in violation of Section 339.730.1(3), RSMo.

54. Section 339.730.1(5), RSMo requires a seller's agent to comply with the requirements of, among other statutes, Section 339.100.2. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, in violation of Section 339.730.1(5), RSMo.

55. Section 339.730.1(6), RSMo requires a seller's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

56. The Missouri criminal statute for Stealing, Section 570.030.1, RSMo states that:

1. A person commits the crime of stealing if he or she appropriates property or services of another with the

purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion.

57. By recording the Warranty Deed to the Grooms West Plains

Property without paying the Grooms according to the terms of the contract for deed and by removing the stove from the Grooms West Plains Property before deeding the property back to the Grooms, Campbell violated the Missouri criminal statute for Stealing; therefore, Campbell violated Section 339.740.1(6), RSMo.

58. The Missouri taxation statute, Section 137.075, RSMo states that:

Every person owning or holding real property or tangible personal property on the first day of January, including all such property purchased on that day, shall be liable for taxes thereon during the same calendar year.

59. While Campbell owned and/or held the Grooms West Plains

Property, Campbell did not pay the 2011 or 2012 property taxes; therefore, Campbell violated Section 339.740.1(6), RSMo.

60. Based on Campbell's violations of Sections 339.730.1 (2), (3), (5), & (6), RSMo, cause exists to discipline Campbell under Section 339.100.2(15), RSMo.

61. The allegations set forth in this Count II demonstrate that Campbell is not a person of good moral character and is not competent to

transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

62. By convincing Wiles to furnish Campbell with the warranty deed to the Grooms West Plains Property, by recording the warranty deed to the Grooms West Plains Property without paying the Grooms according to the terms of the contract for deed and by removing the stove from the Grooms West Plains Property before deeding the property back to the Grooms, and by failing to pay property taxes causing the Grooms to have to pay said property taxes, Campbell participated in conduct which constitutes untrustworthy, improper and/or fraudulent business dealings, demonstrated bad faith or incompetence, misconduct, and/or gross negligence, providing cause to discipline Campbell's license pursuant to Section 339.100.2(19).

**Count III**  
**Shelton West Plains Property**

63. The MREC realleges and incorporates by reference paragraphs 1-62 as though fully set forth herein.

64. Campbell was the seller's agent for a property owned by Sam and Chrystal Shelton, 7095 County Road 1500 ("Shelton West Plains Property") beginning on May 2, 2013.

65. Shelton eventually released Campbell as the seller's agent on or about September 25, 2013.

66. After the release, Campbell approached Sam Shelton to show the property to a potential buyer. However, no written authorization was obtained for a showing. As a part of this arrangement, Shelton agreed that he would be willing to sell the property by contract for deed so long as he received a \$20,000.00 down payment. This understanding between the parties was not an acceptance to any offer.

67. Campbell proceeded to act as a seller's agent for Campbell.

68. Campbell showed the Shelton West Plains Property to Bunny Tabor, aka Bonnie Driscoll, without written authorization from Shelton and/or in conflict with her seller's agency with Shelton. Campbell represented Driscoll as a buyer's agent. Driscoll agreed to purchase the property and paid Campbell in three checks: two for \$2,000.00 and one for \$190.00.

69. Because Campbell represented herself as an agent for Shelton and did act as an agent for Driscoll, Campbell acted as a dual agent as defined by Section 339.710(14), RSMo.

70. Campbell instructed Driscoll to leave the "Pay to" portion of the check blank, then proceeded to write her own name into the "Pay to" blank

and cashed the checks in her own name.

71. Campbell never provided any offer to the Sheltons.

72. Campbell never provided a contract to the Sheltons.

73. Campbell never provided a deed to Driscoll, but did deliver possession of the property to Driscoll.

74. The Sheltons were unaware of this feigned sale until Mr. Shelton tried to enter the property and found Driscoll and her family inhabiting the property.

75. At or around the same time, Campbell offered Mr. Shelton \$3,000.00 for a cattle trailer. They arranged for the payment to be for cash.

76. Campbell used \$3,000.00 of the \$4,190.00 paid to her by Driscoll to pay for the cattle trailer.

77. Driscoll was eventually evicted from the Shelton West Plains Property.

78. Campbell never returned any of the \$4,190.00 to Driscoll.

79. By writing her own name into the "Pay to" section of the checks made out by Driscoll for the purchase of the Shelton West Plains Property, and by cashing the checks, and by failing to maintain and deposit the \$4,190.00 into a special account separate from her personal or business account, without an agreement giving her permission to do so, cause exists to

discipline Campbell under Section 339.100.2(1), RSMo.

80. By selling the Shelton West Plains Property without providing an offer or having the Sheltons' sign a sales contract or making the Sheltons aware of the transaction, and by not making Driscoll aware that the Sheltons were not participants to the sale of the property, Campbell made substantial misrepresentations, false promises, suppressions, concealment, or omitted material facts in the conduct of her business, providing cause to discipline Campbell under of Section 339.100.2(2), RSMo.

81. By failing to maintain and deposit the \$4,190.00 from Driscoll into a special account separate from her personal or business account, without an agreement giving her permission to do so, Campbell failed to account for the moneys in her possession, providing cause to discipline Campbell under Section 339.100.2(3), RSMo.

82. By failing to deliver the Driscoll offer to the Sheltons for the sale of the Shelton West Plains Property, cause exists to discipline Campbell under Section 339.100.2(5), RSMo.

83. Section 339.730.1(2), RSMo states that a seller's agent shall "exercise reasonable skill and care for the client."

84. By selling the Shelton West Plains Property without the knowledge of the Sheltons, Campbell did not exercise reasonable skill and care for the client, in violation of Section 339.730.1(2).

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85. Section 339.740.1(2), RSMo states that a buyer's agent shall "exercise reasonable skill and care for the client."

86. By purporting to sell Driscoll a property without the knowledge of the seller, and by cashing the checks that Driscoll wrote for down payment on the property in her own name and never returning the money, Campbell did not exercise reasonable skill and care for her client, in violation of Section 339.740.1(2), RSMo.

87. Section 339.730.1(3), RSMo, requires a seller's agent to "promote the interests of the client with utmost good faith, loyalty, and fidelity..."

88. By arranging to sell the Shelton West Plains Property without the knowledge of the Sheltons, Campbell did not promote the interests of the Sheltons in good faith, loyalty, or fidelity in violation of Section 339.730.1(3), RSMo.

89. Section 339.740.1(3), RSMo requires a buyer's agent to "promote the interests of the client with utmost good faith, loyalty, and fidelity..."

90. By purporting to sell a house to Driscoll without the knowledge of the sellers, and by cashing the checks written by Driscoll, the buyer, in her

own name and never returning that money, Campbell did not promote the interests of Driscoll with the utmost good faith, loyalty, and fidelity, in violation of Section 339.740.1(3), RSMo.

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91. Section 339.730.1(5), RSMo requires a seller's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, in violation of Section 339.730.1(5), RSMo.

92. Section 339.740.1(5), RSMo requires a buyer's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, in violation of Section 339.740.1(5), RSMo.

93. Section 339.730.1(6), RSMo requires a seller's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

94. Section 339.740.1(6), RSMo requires a buyer's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

95. The Missouri criminal statute for Stealing, 570.030.1, RSMo, states the following:

1. A person commits the crime of stealing if he or she appropriates property or services of another with the

purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion.

96. By placing her own name into the "Pay for" section of a check intended to pay for the Shelton West Plains Property and cashing said check in her own name and never returning said money, Campbell's conduct constitutes stealing pursuant to Section 570.030.1, RSMo.

97. By using the money intended to be used for the purchase of the Shelton West Plains Property to purchase a trailer for Campbell's own use from the Sheltons, Campbell's conduct constitutes stealing pursuant to Section 570.030.1, RSMo.

98. By violating the Missouri criminal statute for stealing in three separate ways, Shelton violated Sections 339.730.1(6) and 339.740.1(6), RSMo.

99. By violating Sections 339.730.1(2), (3), (5), and (6), RSMo and Sections 339.740.1(2), (3), (5), and (6), RSMo, cause exists to discipline Campbell under Section 339.100.2(15), RSMo.

100. Because Campbell did not have the consent of all parties and because Campbell did not have a written agency agreement with Shelton and/or Driscoll, Campbell violated Sections 339.750.1 and 339.710 (14) & (15), RSMo, creating cause to discipline Campbell's license under Section

339.100.2(15).

101. The allegations set forth in this Count III demonstrate that Campbell is not a person of good moral character and is not competent to transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

102. By misrepresenting that she was selling the Shelton West Plains Property to Driscoll and by failing to disclose the sale arrangement to the Sheltons, by writing her own name into the "Pay for" section of the checks intended to be used for the payment for the Shelton West Plains Property, by using that money to purchase a trailer, and by not returning the \$4,190.00 to Driscoll, cause exists to discipline Campbell under Section 339.100.2(19), RSMo.

**Count(s) IV  
Other Offenses**

103. The MREC realleges and incorporates by reference paragraphs 1-103 as though fully set forth herein.

104. Campbell was an agent in a transaction involving Lonnie and Robbin McManners. An offer was made on or about July 8, 2010, and \$500.00 in earnest money was paid and/or delivered to Campbell. The \$500.00 was

never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1) and providing cause to discipline Campbell's license under Section 339.100.2(1), (15) & 19, RSMo.

105. Campbell was an agent in a transaction involving Robby and Brittany Adams. An offer was made on or about August 30, 2011, and \$100.00 in earnest money was paid and/or delivered to Campbell. The \$100.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

106. Campbell was an agent in a transaction involving Steve and Tammy Sheel. An offer was made on or about November 3, 2011, and \$50.00 in earnest money was paid and/or delivered to Campbell. The \$50.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

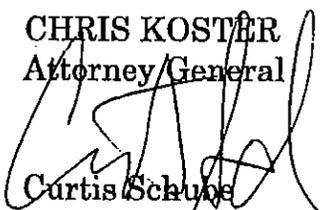
107. Campbell was an agent in a transaction involving Bryan and Melinda Brenton. An offer was made on or about April 10, 2012, and \$100.00 in

earnest money was paid and/or delivered to Campbell. The \$100.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

WHEREFORE, Petitioner respectfully requests this Commission to conduct a hearing in this cause pursuant to Chapter 621, RSMo, and thereafter to issue its findings of fact and conclusions of law determining that Petitioner may take disciplinary action against the real estate license Campbell for violations of Chapter 339, RSMo, and the regulations promulgated thereunder, and for such other and further relief this Commission deems just and proper.

Respectfully submitted,

CHRIS KOSTER  
Attorney General



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