

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

MISSISSIPPI REAL ESTATE COMMISSION

COMPLAINANT

VS.

NO. 082-1911

DWANNA STANLEY, PRINCIPAL BROKER

AGREED ORDER

This cause came before the Mississippi Real Estate Commission, sometimes hereinafter "Commission," pursuant to the authority of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, on a Complaint against Dwanna Stanley, Broker, and the Commission was advised that there has been an agreement reached resolving the issues brought forward in this complaint. By entering into this Agreed Order, this Respondent waives her right to a full hearing and her right to appeal to a circuit court. The Commission, then, does hereby FIND and ORDER the following:

I.

Respondent Dwanna Stanley, sometimes hereinafter "Respondent" or "Stanley," is an adult resident citizen of MS, whose last known address of record with the Commission is 60203 Queen Mary Court, Brandon, MS 39042. Respondent Stanley is the holder of a real estate broker's license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, *et seq.*, as amended and, as such, she is subject to all of the provisions, rules, regulations and statutes governing the sale and transfer of real estate and licensing of real estate brokers under Mississippi law.

II.

The Commission received a formal, written complaint from Eddie & Wendy Scott alleging that Principal Broker Dwanna Stanley of The Agency Real Estate Services, LLC, failed to collect the buyer's earnest money deposit regarding a purchase/sale contract for a home located at 30 Wimbledon Drive in Jackson, MS. It is further alleged that Respondent Stanley's actions violate §73-35-21 (f) and (n) of the Real Estate Brokers License Law and MREC Administrative Rule 3.4.

III.

The Scotts (sellers) were represented by Broker Carla Palmer of CPA Realty. Per the contract, the buyer, Ms. Robbye Montgomery, was to submit \$2,500 as earnest money. The Scotts state that Montgomery breached the contract, so they demanded that Respondent Dwanna Stanley relinquish the earnest money to them, due to the buyer's breach.

VI.

The Scotts stated that their agent, Broker Carla Palmer, contacted Respondent Dwanna Stanley requesting that the earnest money be submitted to them because the terms of the contract required that earnest money funds were to be verified prior to contract acceptance. This transaction did not close because earnest money funds were not wired to the closing attorney for closing on 8/30/19.

V.

Respondent Dwanna Stanley's response states that she and her client/buyer (Ms. Robbye Montgomery) are the victims of a scammer going by the name of Jay Nettles, representing himself as a liaison of Private Money Lending. Respondent Stanley said that she was contacted by Nettles on 8/13/19 via phone, informing her that he was representing Ms. Robbye Montgomery in a cash-out refinance deal regarding the purchase of a property in Jackson, MS. Nettles allegedly further told Respondent Stanley that he had been referred to Stanley by an agent in Atlanta and asked her to represent his clients. Nettles told Respondent Stanley that the buyer's son had located the property at 30 Wimbledon Drive in Jackson, MS.

VI.

Respondent Stanley said that she initially did not believe Nettles' story because Robbye Montgomery and her son are tv reality stars and they were recently on the local news in Jackson regarding a local restaurant that they were opening soon in Jackson, MS. Respondent Stanley said she thought that Nettles may have seen the local news and was attempting to run a scam on them. However, Respondent Stanley had a conference call with Nettles and her client, Montgomery, and a meeting was set up. The following day, Respondent Stanley met with Ms. Montgomery at her hotel, before going to view the property. Respondent Stanley said this put her mind at ease.

VII.

On 8/14/19, Ms. Montgomery decided to make an offer on the property, so Respondent Stanley contacted Nettles to see how this "Cash-out Refi" would work. He supposedly advised her that Nettles' company would purchase the property in an LLC for Ms. Montgomery and then refinance the property in her name, and this would take 7-10 days. Respondent Stanley said that she informed Nettles that she would need to see proof of funds in order to proceed. Nettles allegedly responded that he would get proof to her promptly.

VIII.

On 8/17/19, Ms. Stanley, Mr. Nettles, and Ms. Montgomery met at the Holiday Inn on I-55 North in Jackson, MS to discuss the terms of the counteroffer. It was also pre-arranged that Ms. Montgomery would give Mr. Nettles \$2,000 for "private money services", which she did, in cash.

IX.

Later that evening, Stanley contacted Ms. Montgomery to let her know that the sellers had accepted the offer and that she needed to submit \$2,500 as earnest money. Ms. Montgomery informed Stanley that she was enroute to St. Louis and she would mail a check to her. Ms. Montgomery also told Stanley that after their meeting with Mr. Nettles, she felt like he was a scam artist. Nettles finally sent the invoice for the \$2,000 he had collected from Montgomery on the 17th.