Real Estate Purchases Gone Wrong | STL Buy & Sell Realtors, St. Peters Mo.

For purchasers who bought residential real estate through STL Buy & Sell Realtors LLC (or any licensed real estate salesperson or broker affiliated with that corporation) primarily for personal, family, or household purposes, and who later suffered an ascertainable loss of money or property, the Missouri Merchandising Practices Act, §§ 407.010 et seq., RSMo, may provide a private cause of action for damages in addition to any common-law remedies.



This notice is directed to clients and former clients of STL Buy & Sell Realtors LLC. Under Missouri law, a purchaser may recover if the purchaser can establish that an unlawful practice under § 407.020—such as **deception, misrepresentation, or the concealment, suppression, or omission of a material fact**—occurred in connection with the sale and caused the ascertainable loss. Liability under the MMPA can extend to a real estate licensee and the brokerage that holds the licensee's license when the statutory elements are met.

Disclaimer: This article does not allege, and should not be read as stating as fact, that any client or former client of STL Buy & Sell Realtors LLC has suffered injury or that the corporation or any of its affiliated licensees has violated the Missouri Merchandising Practices Act. It is

provided solely to inform persons who transacted business through that corporation of the existence and potential applicability of the statute.

Furthermore: Real estate transactions are a "high stakes", "Your Money or Your Life" category of business transactions wherein goods and services are offered for financial consideration. Therefore, it is incumbent upon any and all parties to retain competent legal representation. - This article is for informational purposes only and does not constitute legal advice.

TL;DR - The Mechanics Of The Missouri Merchandising Practices Act and the Impact Upon Purchasers of Residential Real Estate.

A real estate agent or broker can be held liable under the Missouri Merchandising Practices Act (MMPA) in both listing-agent and selling-agent (buyer's-agent) roles, though the risk profile and proof requirements differ by role and are constrained by specific real-estate statutes.

Core Statutory Framework

The MMPA (§ 407.020 RSMo) makes it unlawful to use "any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise." "Merchandise" expressly includes real estate. After the 2000 amendment, a private right of action exists for a purchaser who:

1. Bought real estate,
2. Primarily for personal, family, or household purposes,
3. Suffered an ascertainable loss of money or property,
4. As a result of an unlawful act under § 407.020.

Material facts are defined broadly under the regulations (any fact a reasonable consumer would consider important in the purchasing decision). Critically, for concealment/suppression/omission claims, **neither reliance nor intent to induce reliance is required**. The MMPA imposes a broader duty than common-law fraud (which requires actual knowledge, reliance, and intent). The 2020 amendments added a "reasonable consumer" standard and more rigorous proof of damages, but the core liability principles remain.

Listing Agents (Seller's Agents) — Clear Liability Path

The leading case is *Soetaert v. Novani Flips, L.C.*, 631 S.W.3d 580 (Mo. App. W.D. 2021). The listing agent (Nancy Mechlin of Platinum Realty) filled out the sellers' disclosure form for out-of-country clients, crossed out most sections, claimed the sellers had limited knowledge, omitted known foundation/water-intrusion issues and epoxy-injection repairs performed by her (then) husband, and provided almost no supporting documentation. After the buyer experienced water intrusion, she sued under the MMPA.

The Court of Appeals affirmed liability against the agent and her firm, holding there was sufficient evidence that she:

- Knew or should have known of the basement condition, and
- Acted with reckless disregard as to whether the statements in the disclosure were true or false.

Missouri real-estate statutes interact with the MMPA but do not eliminate liability:

- § 339.730 requires a seller's agent to disclose to a customer all adverse material facts actually known or that should have been known (no independent inspection duty).
- § 339.190 provides that a licensee is not liable for information in a seller's disclosure **unless** the licensee is a signatory *or* knew prior to closing that the statement was false *or* acted in reckless disregard as to its truth.

In *Soetaert*, the court read these provisions together with the MMPA and still found liability because the reckless-disregard / knowledge standard was met. Listing agents who complete or heavily influence disclosures, fail to disclose known defects, or present incomplete documentation face direct MMPA exposure. Brokers/firms can be vicariously liable.

Selling Agents (Buyer's Agents) — Viable but Fact-Dependent Liability

The statute's language ("in connection with the sale or advertisement") is broad enough to reach buyer's agents. A selling agent can be liable if the agent:

- Affirmatively misrepresents a material fact,
- Conceals or omits a material fact the agent actually knows (or, under some readings, should know), or
- Engages in other deceptive or unfair practices that cause the buyer's ascertainable loss.

Practical examples include:

- Downplaying or omitting known defects the agent discovered,
- Making false statements about the property's condition, history, or repairs to induce the purchase,
- Failing to pass along material information the agent received.

Liability is not automatic merely because a problem later appears. The agent must have engaged in an unlawful practice that caused the loss, and the plaintiff must satisfy the post-2020 reasonable-consumer and damages-proof requirements. Buyer's agents generally have fewer disclosure-form obligations than listing agents, so pure "failure to discover" claims are weaker; active concealment or affirmative misrepresentation is the stronger path.

Practical Conjecture and Risk Assessment

- **Listing agents face higher practical risk.** They control or heavily influence the seller's disclosure, marketing materials, and representations to the market. *Soetaert* is a direct warning: filling out disclosures with knowledge of defects, crossing out sections, or providing incomplete documentation can support MMPA liability (plus potential punitive damages and attorney's fees).
- **Selling agents face lower but real risk.** Liability typically requires the agent's own deceptive act or knowing omission rather than passive non-discovery. Dual-agency or limited-agency situations increase complexity and exposure.
- **Both roles** can be liable when the agent has actual knowledge of a material defect and either misrepresents it or fails to disclose it in a way that meets the MMPA's standards. Brokers can be named for the acts of their affiliated licensees.
- **Defenses and limitations**: "As-is" clauses do not automatically bar MMPA claims. The new-build warranty + specific disclaimer carve-out does not apply to existing homes. Statutory immunities for third-party inspection reports (§ 339.190) and the limited duties under § 339.730 narrow pure negligence theories but do not shield knowing or reckless concealment. Commercial/investment purchases fall outside the private MMPA remedy.
- **Remedies amplify exposure**: Actual damages, discretionary punitive damages, and (important) prevailing-party attorney's fees make MMPA claims attractive to plaintiffs' counsel even when compensatory damages are modest.

Bottom line: Real estate agents and brokers in Missouri are not insulated from MMPA liability simply because they are agents rather than principals. Listing agents who handle disclosures carelessly or with knowledge of problems are particularly exposed, as *Soetaert* demonstrates. Selling agents can also be held liable when their own conduct involves deception, misrepresentation, or knowing omission of material facts in connection with the transaction. Careful, accurate disclosure practices and documentation remain the primary risk-mitigation tools.

For further consideration: The admonition to seek competent legal counsel is that civil remedies, tort law and financial recovery mechanisms are complex. A competent attorney can "build" structure your claim having greater merit, closing gaps and loop holes that a client may never consider. Case in point: **"The Fine Print"**. - (This is where competent legal counsel is worth the weight in gold. The following information is provided as an example of what legal counsel may argue on your behalf.)

"The Fine Print" is not an unassailable defense to a claim: (Unconscionable contract or clause)

The doctrine is **unconscionability** (both procedural and substantive), combined with the requirement that certain clauses (especially disclaimers and exculpatory provisions) be clear and **conspicuous**.

Core Statutory Authority

RSMo § 400.2-302 (Unconscionable contract or clause – part of Missouri's Uniform Commercial Code, frequently applied by analogy in non-UCC cases):

> (1) If the court as a matter of law finds **the contract or any clause of the contract to have been unconscionable** at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.
>
> (2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.

This gives the **trial court explicit discretion** to refuse enforcement, sever the clause, or limit its application.

A parallel provision appears in the condominium statutes (**RSMo § 448.1-112**), which specifically allows the court to consider whether one party "knowingly taken advantage of the inability of the other party to reasonably protect his interests by reason of physical or mental infirmity, **illiteracy, or inability to understand the language of the agreement** or similar factors."

Procedural Unconscionability – Fine Print / Obscurity

Missouri courts repeatedly identify **unreadable or buried fine print** as a classic indicator of **procedural unconscionability**:

- Procedural unconscionability focuses on the contract-formation process and includes: high-pressure tactics, **unreadable fine print**, misrepresentation, and unequal bargaining power. (*Whitney v. Alltel Communications, Inc.*, 173 S.W.3d 300, 308 (Mo. App. 2005); *State ex rel. Vincent v. Schneider*, 194 S.W.3d 853, 858 (Mo. banc 2006); *Funding Systems Leasing Corp. v. King Louie International, Inc.*, 597 S.W.2d 624 (Mo. App. 1979).)
- Courts have described clauses "written in fine print amongst many other technical provisions on the backside of the signature page" or "burying something in fine print" as creating unfair surprise and supporting a finding of procedural unconscionability.
- The fact that the plaintiff is relatively unsophisticated, had no meaningful opportunity to negotiate, or could not reasonably be expected to understand dense legal language is routinely considered as part of the procedural analysis.

Additional Related Doctrine – Exculpatory / Disclaimer Clauses

Even outside pure unconscionability, Missouri requires that clauses releasing a party from its own negligence (or similar disclaimers) must be:

- Clear
- Unambiguous
- Unmistakable
- **Conspicuous**

(*Alack v. Vic Tanny International of Missouri, Inc.*, 923 S.W.2d 330 (Mo. banc 1996)). Language that is buried, in the same small type as the rest of the form, or not highlighted fails this test.

Practical Argument Structure That Matches Your Description

A defendant points to a clause in the fine print.

Plaintiff responds:

1. The clause was buried / in fine print / not conspicuous.
2. Plaintiff is an ordinary, unsophisticated consumer who had no realistic opportunity to negotiate or understand the dense language.
3. The combination of procedural unconscionability (obscure presentation + unequal bargaining power + plaintiff's limited sophistication) plus any substantive one-sidedness gives the trial court discretion under § 400.2-302 (or common-law unconscionability principles) to refuse to enforce the clause, sever it, or limit its application.

Missouri courts treat the ultimate determination of unconscionability as a question of law for the court, after considering the evidence of commercial setting, purpose, and effect.

Conclusion

Clients and former clients of STL Buy & Sell Realtors LLC who purchased residential real estate primarily for personal, family, or household use and later sustained measurable financial loss should carefully evaluate whether the Missouri Merchandising Practices Act, along with related common-law and contractual doctrines, may offer a path to recovery.

The principles discussed above — including the potential liability of listing agents, selling agents, and the brokerage that holds their licenses, the limited protective effect of "as-is" and fine-print disclaimers, and the court's authority to refuse enforcement of unconscionable or inconspicuous clauses — are not limited solely to transactions involving that particular firm.

The same legal framework applies more broadly to any realtor-client relationship in Missouri where a licensed agent or broker's conduct in connection with the sale of residential real estate gives rise to an ascertainable loss.

Real estate transactions carry significant financial stakes. When problems surface after closing, the combination of the MMPA's consumer-protection reach, the case law interpreting agent liability, and the doctrines that limit the force of buried contractual language can provide meaningful remedies.

Those remedies, however, are fact-specific and procedurally demanding. Consulting competent legal counsel remains the most effective way to determine whether a viable claim exists and how best to pursue it.

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The article has treated STL Buy & Sell Realtors LLC and its licensed associates as a plausible case study. Below is a list, in alphabetical order, of licensed realtors doing business under the corporation and the broker license of Michelle L. Walker.

If a client has done business with any one of the following agents, STL Buy & Sell Realtors LLC and Michelle L. Walker, Broker, may also face potential liability arising from the agents' conduct under agency principles and related doctrines.

Agency and associate realtor list, alphabetical:

Entity

- **STL Buy & Sell LLC** License Number: 2008004173 Description: Real Estate Association. Current discipline status: None. Previous disciplinary actions: No. Fictitious names include STL Buy & Sell LLC, StL Buy and Sell, STL Commercial, STL Buy & Sell REALTORS, Buy & Sell at the Lake, Milkovich Premier (renewed 3/3/2022), Milkovich Premier Realty, Clarity Street Realty. Address: Saint Peters, Missouri 63376 (St. Charles County).

Individuals (Business Licensee Employers / Professional Affiliations)

- **Bateman, Judith A** License Number: 1999113321 Description: Professional Affiliation.
- **Bateman, Natasha Mae** License Number: 2023018039 Description: Professional Affiliation.
- **Bayer, Ellen** License Number: 2018007057 Description: Professional Affiliation.
- **Blevins, Turon A** License Number: 2004003934 Description: Professional Affiliation.
- **Burton, Terrance D** License Number: 1999006891 Description: Professional Affiliation.
- **Carey Jr, Mark** License Number: 2015005294 Description: Professional Affiliation.
- **Clarke, Robert Charles** License Number: 2004005534 Description: Professional Affiliation.
- **Corbett, Julie Elizabeth** License Number: 2020032331 Description: Professional Affiliation.
- **Cymbala, Renee S** License Number: 1999101727 Description: Professional Affiliation.
- **Elmendorf, Christie** License Number: 2020005108 Description: Professional Affiliation.
- **Gansman, Kristin A** License Number: 2012034678 Description: Professional Affiliation.
- **Green, Randel Lynn** License Number: 2015014917 Description: Professional Affiliation.
- **Gustin, Dara S** License Number: 2005003474 Description: Professional Affiliation.
- **Hernandez II, Thomas Paul** License Number: 2006005375 Description: Professional Affiliation.

- **Mantia, Carolyn Ann** License Number: 1999093366 Description: Professional Affiliation.
- **McKnight, Melissa B** License Number: 2021008660 Description: Professional Affiliation.
- **Mershon, Carrie Lee Odorizzi** License Number: 1999002473 Description: Professional Affiliation.
- **Milkovich, Derek A** License Number: 2016014385 Description: Professional Affiliation.
- **Milkovich, Spencer Todd** License Number: 2019041267 Description: Professional Affiliation.
- **Miller, Tamra Lynn** License Number: 1999096604 Description: Professional Affiliation.
- **Niedergerke, Robert J** License Number: 2014004706 Description: Professional Affiliation.
- **O'Connor, Zachary** License Number: 2017018753 Description: Professional Affiliation.
- **Penumacha, Sankar Rao** License Number: 2014032067 Description: Professional Affiliation.
- **Petrus, Trisha Ann** License Number: 2022010091 Description: Professional Affiliation.
- **Reigelsberger, Paul Alan** License Number: 2020021149 Description: Professional Affiliation.
- **Riege, Ryan** License Number: 2007016040 Description: Professional Affiliation.
- **Rohlfing, Blake Joseph** License Number: 2013029038 Description: Professional Affiliation.
- **Rohlfing, David A** License Number: 2004013774 Description: Professional Affiliation.
- **Rohlfing, Linda** License Number: 2007007368 Description: Professional Affiliation.
- **Salant, Sherry Ann** License Number: 2004025436 Description: Professional Affiliation.
- **Sams, Susan** License Number: 2017041173 Description: Professional Affiliation.
- **Staten, Paula D** License Number: 2017014551 Description: Professional Affiliation.
- **Strege, Mark T** License Number: 2012011369 Description: Professional Affiliation.
- **Van Hee, Stephanie D** License Number: 2016040266 Description: Professional Affiliation.
- **Walker, Michelle Lyn** License Number: 2008004177 Description: Designated In charge and Professional Affiliation.
- **Wood, Marissa J** License Number: 2018007477 Description: Professional Affiliation.
- **Wood, Paul** License Number: 2018008688 Description: Professional Affiliation.