

**SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
VERONICA RENEE CROW**

RECEIVED
SEP 09 2013
MREC

Veronica Renee Crow (Crow) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Crow's license as a Real Estate Salesperson, no. 2002026901, will be subject to discipline. Pursuant to § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo. The MREC and Crow jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Crow acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial 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

¹ All statutory citations are to the Revised Statutes of Missouri, Supp. 2012.

to a disciplinary hearing before the MREC at which time Crow 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, Crow 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.

Crow 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. Crow stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Crow's license as a real estate salesperson, license no. 2002026901, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621 and Chapter 339, RSMo, as amended.

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

1. Crow holds license no. 2002026901 as a Real Estate Salesperson, issued by the MREC, the current status of which is “cancelled.”
2. Crow was formerly known as Veronica Renee Orr.
3. In 2005 Crow (then Orr) registered the fictitious name Southland Management.
4. Southland Management never held a corporate real estate license issued by the MREC.
5. In 2008, Ron and Lupe Chambers (Chambers), residents of Temecula, California, entered into a management agreement with Crow and Southland Management to manage a duplex property at 716 Meadow Lane, Peculiar, Cass County, Missouri. The tenants in the property as of November 2011 were Laura Bronson in Unit A and Josh Carver and Alesia McGraw in Unit B.
6. In October and November 2011, Crow failed to deliver to Chambers rent payments on the properties.
7. On a number of occasions in 2011, Crow delivered to Chambers checks in payment of Chambers’ owner distribution which were written on insufficient funds.

8. Crow advised Lupe Chambers that the tenants were not paying their rent on time, and at some point sent Chambers a document entitled “Amendment to Lease Payment Agreement” bearing what appeared to be the signatures of McGraw and Carver, acknowledging late rent payments and providing for late fees and payment.

9. When Crow delivered a check in November 2011 which was returned for insufficient funds, Chambers terminated her services.

10. On November 22, 2011, Chambers wrote letters to Bronson and to Carver / McGraw, informing them that the services of Crow and Southland were terminated, requesting that rent payments be made directly to Chambers, and stating that Chambers had not received back rent from Crow.

11. Both Bronson and Carver/McGraw made all rent payments to Crow on a timely basis, and provided Chambers with cancelled checks proving the payments they had made.

12. Neither Carver nor McGraw had signed the “Amendment to Lease Payment Agreement” tendered to Chambers by Crow. Crow forged their signatures on that document.

13. Crow received several months of rent payments from Bronson and Carver/McGraw, but never delivered Chambers’ share of those payments to Chambers.

14. Crow failed to deliver to Chambers rent payments, security deposits, reserve credits, and services and fees in the estimated total amount of \$6,165.00.

15. On August 1, 2012, Jaime K. Hunt, Prosecuting Attorney for Cass County, filed a two-count Felony Complaint in the Circuit Court of Cass County, charging Crow with one count of forgery, a Class C felony, in violation of Section 570.090.1, RSMo, and one count of passing bad check, a class C felony, in violation of Section 570.120, RSMo.

16. On March 11, 2013, Crow pleaded guilty in the Circuit Court of Cass County to one count of forgery. Crow admitted that she made a writing appearing to bear the signature of Alesia McGraw knowingly and with the intent to defraud.

17. On March 11, 2013, the court accepted Crow's plea and ordered suspended imposition of sentence, placing her on supervised probation for five years.

18. Based on Crow's conduct, the MREC has cause to discipline her license as a real estate salesperson under the following subsections of Section 339.100.2, RSMo:

- a. Section 339.100.2(2), making substantial misrepresentations of material facts in the conduct of her business;
- b. Section 339.100.2(3), failing within a reasonable time to account for or to remit money coming into her possession, which belongs to others;
- c. Section 339.100.2(9), being finally adjudicated and been found guilty of the violation of any state or federal statute which governs the sale or rental of real property or the conduct of the real estate business;
- d. Section 339.100.2(16), committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

e. Section 339.100.2 (18), entering a plea of guilty in a criminal prosecution for an offense reasonably related to the qualifications, functions or duties of the profession of real estate salesperson, or for an offense involving an essential

element of fraud or dishonesty, or an offense involving moral turpitude; and

f. Section 339.100.2 (19), engaging in other conduct which constitutes untrustworthy, improper or fraudulent business dealings, or demonstrates bad faith, incompetence, misconduct, or gross negligence.

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo.

18. **Crow's license is revoked and all indicia of license shall be surrendered immediately.** Crow's license as a Real Estate Salesperson is hereby REVOKED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

19. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Crow of Sections 339.010

through 339.205 and 339.710 through 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

20. 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.

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

22. 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.

23. 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.

24. Crow, 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.

25. Crow understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Crow's license. If Crow desires the Administrative Hearing Commission to review this Settlement Agreement, Crow may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

26. If Crow requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Crow's license. If Crow does not request review by the Administrative Hearing Commission, this Settlement Agreement

will take effect fifteen days after the document is signed by the Executive Director of the MREC.

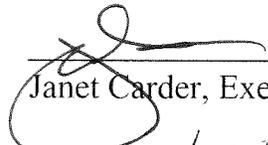
LICENSEE



Veronica Renee Crow

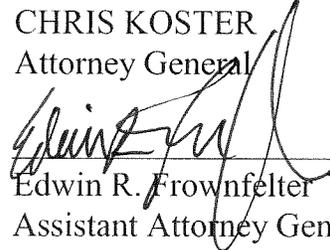
Date: 08/30/2013

Missouri Real Estate Commission



Janet Carder, Executive Director

Date: 9/18/13

CHRIS KOSTER
Attorney General


Edwin R. Frownfelter
Assistant Attorney General
Missouri Bar No. 59477
615 East 13th St., Suite 401
Kansas City, Missouri 64106
Telephone (816) 889-5019
Facsimile (816) 889-5006
edwin.frownfelter@ago.mo.gov
Attorneys for the MREC