

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**LACY GOLDMAN**

Lacy Goldman ("Goldman") and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Goldman's license as a real estate salesperson, no. 1999124209, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> 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 Cum. Supp. 2009. The MREC and Goldman jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §. 621.045, RSMo Cum. Supp. 2009.

Goldman acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; 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 him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Goldman 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 him by law, Goldman 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 him.*

Goldman acknowledges that he 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. Goldman stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Goldman's license as a real estate salesperson, license no. 1999124209, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended.

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

Goldman understands that the MREC may take further disciplinary action against him 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 Goldman herein jointly stipulate to the following:

1. Lacy Goldman is licensed as a real estate salesperson. Goldman's license was at all time herein current and active until September 30, 2008, when it expired.
2. On June 15, 2005, Goldman entered into a contract with Darlene James ("James") in which James agreed to loan Goldman \$10,000 to use in the rehabilitation and resale of property located at 5942 Hamilton Terrace, St. Louis, MO 63112.
3. On September 8, 2006, James obtained a judgment against Goldman for breach of contract, case no. 0622-AC05097, in the 22<sup>nd</sup> Judicial Circuit, St. Louis, MO.
4. Goldman, as of present date, has not satisfied the judgment obtained by James.
5. On March 17, 2005, Goldman pled guilty to the class C Felony for stealing over \$500. Goldman received a suspended imposition of sentence, was placed on probation for five years and was ordered to pay \$5,000 in restitution.
6. Goldman's suspended imposition of sentence was revoked on March 5, 2007, for violation of his probation. Goldman received a suspended execution of

sentence, was sentenced to serve four years in the Department of Corrections and placed on probation for five years starting on March 5, 2007.

7. On June 13, 2005, Goldman pled guilty to the class D Felony, nonsupport for six to twelve months for an amount of over \$500. Goldman received a suspended imposition of sentence, was placed on probation for five years and was ordered to pay \$513 a month starting on July 1, 2005, \$663 a month starting on January 1, 2006, and \$800 a month starting on July 1, 2006.

8. Goldman's suspended imposition of sentence was revoked on February 1, 2007, for violation of his probation. Goldman received a suspended execution of sentence, was sentenced to serve four years in the Department of Corrections and placed on probation for five years starting on February 1, 2007.

9. In 2008, Goldman fabricated pay stubs for himself in order to secure a loan from AmeriCash Loans located at 880 Lee Street, Suite 302, Des Plaines, IL 60016.

10. Goldman's conduct, as stated above, provides cause to discipline his license pursuant to § 339.100.2(2), (16), (18) and (19), which state:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(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;

...

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

...

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or 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 Cum. Supp. 2009.

1. Goldman's license is revoked and all indicia of licensure shall be surrendered immediately. Goldman's license as a real estate salesperson is hereby

REVOKED and ALL INDICIA OF CERTIFICATION SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

2. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Goldman of §§ 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.

3. 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.

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

5. 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.

6. 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 339, 610, and 324, RSMo, as amended.

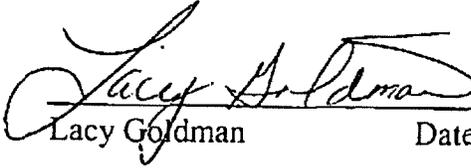
7. Goldman, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any 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.

8. Goldman understands that he 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 Goldman's license. If Goldman desires the Administrative Hearing Commission to review this Settlement Agreement, Goldman may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

9. If Goldman 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 Goldman's license. If Goldman does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

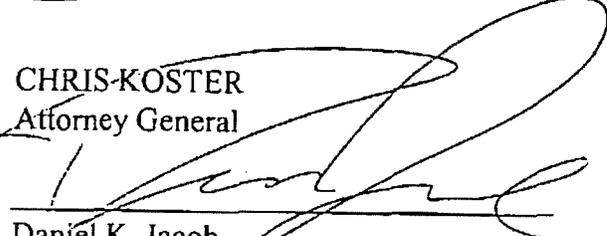
LICENSEE

Missouri Real Estate Commission

  
Lacy Goldman                      9-26-11  
Date

  
Janet Carder, Executive Director  
Date: 10-14-11

CHRIS KOSTER  
Attorney General

  
Daniel K. Jacob  
Assistant Attorney General  
Missouri Bar No. 62164

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Attorneys for the MREC

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JEFFERSON CITY  
65102

JEREMIAH W (JAY) NIXON  
ATTORNEY GENERAL

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Labor Division  
Phone (314) 340 7827  
Fax (314) 340 7850  
Litigation Division  
Phone (314) 340-7861  
Fax (314) 340 7891 or (314) 340 7029  
No Call Division  
Phone (314) 340-7975  
FAX (314) 340-7981

August 4, 2004

RECEIVED

AUG 09 2004

MREC

Missouri State Real Estate Commission  
3605 Missouri Boulevard  
P O Box 1339  
Jefferson City, MO 65102

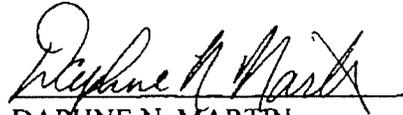
Re: *Missouri Family Support Division v. Lacy Goldman*  
Case No.: 042-00718

Dear Sirs

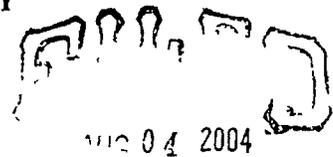
Please find enclosed an Order Suspending License regarding **Lacy Goldman, license no. 1999124209** in the above matter. Mr Goldman's salesperson's license has been ordered suspended pursuant to RSMo 454 1003 (2000) for failure to pay child support by Judge David Dowd of the St. Louis City Circuit Court, Division 5. If you have any questions regarding this Order please contact me at 314-340-6816.

Sincerely,

JEREMIAH W (JAY) NIXON  
Attorney General

  
DAPHNE N MARTIN  
Assistant Attorney General

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI



FAMILY SUPPORT DIVISION,  
MISSOURI DEPARTMENT OF  
SOCIAL SERVICES

Plaintiff,

v

Lacy Goldman

4551 Clarence  
St. Louis, MO 63115

Defendant

MARION V. F. JAZZA  
CLERK, CIRCUIT COURT  
BY \_\_\_\_\_ DEPUTY

Case No. 042-00718

MACSS No

ORDER SUSPENDING LICENSE

On August 4, 2004, Plaintiff, Missouri Department of Social

Services, Family Support Division, appeared through counsel, and Defendant,

Lacy Goldman [appeared in person, appeared through counsel, failed to

appear] Based on the verified petition, other pleadings, and the record as a whole, this Court

makes the following findings

- 1 The Court has subject matter jurisdiction over this suit and personal jurisdiction over the parties
- 2 Defendant was personally served with the Petition to Suspend Professional License and was served with a Notice of Intent to Suspend Professional License ("Notice of Intent") personally or by certified mail
- 3 The Notice of Intent stated that Defendant's salesperson license license no 1999124209 shall be suspended within sixty (60) days of

service of the Notice of Intent unless Defendant. (1) paid the entire arrearage stated in this Notice of Intent, or (2) entered into and complied with a payment plan approved by this Court, or (3) requested a hearing before this Court.

4 As of the date the Defendant was served with the Notice of Intent, the Defendant owed a support arrearage that was at least three months of support payments or \$2,500, whichever is less

5 Defendant has failed to pay the entire arrearage stated in the Notice of Intent

6 Defendant has failed to enter into and comply with a payment plan approved by this Court.

7. Defendant failed to request a hearing, within sixty days of being served with the Notice of Intent, to show cause why Defendant's license should not be suspended

8 Defendant's name is Lacy Goldman Defendant's date of birth is 1-18-65 Defendant's social security number is 499-68-6375 And Defendant has a salesperson license license no 1999124209

Now, therefore, it is hereby ORDERED that:

A Defendant's salesperson license, license no 1999124209 is suspended Defendant shall refrain from engaging in this licensed activity

It is further ORDERED that:

B The MO Real Estate Commission contacted at 3605 Missouri Blvd,

P.O. Box 1339 Jefferson City, MO 65102 shall, upon

receipt of this order from this Court's clerk:

- a Determine if the licensing authority has issued a license to the Defendant,
  - b Enter the suspension as effective from the date of this Order Suspending License,
  - c Issue a Notice of Suspension to the Defendant, and
  - ~~c~~ d If required by law, demand surrender of the suspended license
- C The MO Real Estate Commission shall process this order without conducting an additional hearing or review
- D This Court's order suspending Defendant's license shall be implemented by the MO Real Estate Commission and shall continue until the MO Real Estate Commission received notice from this Court that this suspension has been stayed or terminated
- E. Any funds paid by the Defendant to the MO Real Estate Commission for costs related to issuance, renewal or maintenance of a license shall not be refunded to the Defendant.
- F The MO Real Estate Commission shall be exempt from any liability to the Defendant for activities conducted pursuant to section 454 1008, RSMo
- G The MO Real Estate Commission shall not modify, remand, reverse, vacate, or stay this Court's order suspending Defendant's license

Date 8-4-04

Judge David L Dowd