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MREC

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
RONALD D. MASON

Ronald D. Mason (Mason) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Mason's license as a broker, no. 2002004424, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ 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 Supp. 2011. The MREC and Mason jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Mason 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 administrative hearing commissioner concerning the charges pending against him; the

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

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 Mason 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, Mason 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.

Mason 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. Mason stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Mason's license as a broker , license no. 2002004424, 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 Mason in Part II herein is based only on the agreement set out in Part I herein.

Mason 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 Mason herein jointly stipulate to the following:

1. Ronald D. Mason holds a Missouri real estate broker license, No. 2002004424. Mason's license is, and was at all relevant times, current and active.
2. On March 30, 2007, Mason pled guilty in the U.S. District Court, Eastern District of Missouri ("the court"), Case No. 4:07-CR- 00050-HEA-14 ("criminal case"), to the felony of Unauthorized Use of a Credit Device, in violation of Title 18, U.S.C., Sections 1029(a)(2) and 2.
3. From December 21, 2005 until March 11, 2006, Mason did knowingly and with the intent to defraud use one or more unauthorized access devices in that he knowingly and without authorization used Bank of America Visa Card (#xxxx xxxx xxxx 9818) to obtain things of value in excess of more than \$1,000.
4. Title 18, U.S.C., Sections 1029(a)(2), regarding the criminal offense of Unauthorized Use of a Credit Access Device, states in relevant part:

(a) Whoever--

...

(2) knowingly and with intent to defraud traffics in or uses one

or more unauthorized access devices during any one-year period, and by such conduct obtains anything of value aggregating \$1,000 or more during that period[.]

5. Title 18, U.S.C., Sections 2, regarding principals, states:

(a) Whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.

(b) Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.

6. On January 29, 2008, the court sentenced Mason to five years of probation including four months in the Home Confinement Program. Pursuant the terms of Masons probation, Mason must abstain from use of alcohol and other intoxicants, submit to drug testing and participate in drug or alcohol treatment as deemed by his probation officer, provide financial access to his probation officer and the U.S. Attorney's Office, and Mason is prohibited from incurring new credit charges without approval of probation officer and shall pay court ordered restitution in the amount \$54,284.54.

7. On June 25, 2008, Mason completed and signed an Application to Renew Broker License for the period of July 1, 2008 to June 30, 2010 (the "2008 Renewal Application").

8. In the 2008 Renewal Application, Mason falsely marked "no" in response to the following question:

Have you been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this or any other state or of the United States whether or not sentence was imposed, including suspended imposition of sentence, suspended execution of sentence and misdemeanor charges that you have not previously disclosed to this Commission?

9. In June 2010, Mason completed and signed an Application to Renew Broker License for the period of July 1, 2010 to June 30, 2012 (the “2010 Renewal Application”).

10. In the 2008 Renewal Application, Mason falsely marked “no” in response to the following question:

Have you been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this or any other state or of the United States whether or not sentence was imposed, including suspended imposition of sentence, suspended execution of sentence and misdemeanor charges that you have not previously disclosed to this Commission?

11. Mason did not provide the date, offense, court location or case number in either renewal application.

12. Mason had not previously disclosed to the MREC his guilty plea to Unauthorized Use of a Credit Access Device.

13. The MREC issued renewed licenses to Mason based on the false information Mason provided in the renewal applications.

14. Section 339.100.2, RSMo Supp. 2011, 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:

...

(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;

...

(10) Obtaining a certificate or registration of authority, permit or license for himself or herself or anyone else by false or fraudulent representation, fraud or deceit;

...

(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;

...

(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;

...

(25) Making any material misstatement, misrepresentation, or omission with regard to any application for licensure or license renewal. As used in this section, "material" means important information about which the commission should be informed and which may influence a licensing decision[.]

15. By falsely answering “no” to the criminal history question, Mason made a substantial misrepresentation, suppression, and concealment and omission of a material fact in the conduct of his business, providing cause to discipline Mason’s license pursuant to § 339.100.2(2), RSMo Supp. 2011.

16. By falsely answering “no” to the criminal history question, Mason obtained a license for himself by false and fraudulent representation, fraud, and deceit, providing cause to discipline Mason’s license pursuant to § 339.100.2(10), RSMo Supp. 2011.

17. Section 339.040.1, RSMo Supp. 2011, relating to license requirements, provides:

1. Licenses shall be granted only to persons who present . . . satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; 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.

18. By pleading guilty to the felony of Unauthorized Use of a Credit Access Device, engaging in the conduct underlying that crime, and in failing to disclose the guilty plea in his renewal applications, Mason demonstrated that he lacks good moral character, which is a ground for the MREC to refuse to issue a license under § 339.040.1(1), RSMo, providing cause to discipline Mason's license pursuant to § 339.100.2(16), RSMo Supp. 2011.

19. By committing the conduct underlying the crime of Unauthorized Use of a Credit Access Device and in failing to disclose the guilty plea in his renewal applications, Mason engaged in conduct that constituted untrustworthy, improper and fraudulent business dealings, and demonstrated bad faith and gross negligence, providing cause to discipline Mason's license pursuant to § 339.100.2(19), RSMo Supp. 2011.

20. By falsely answering "no" to the criminal history questions in the renewal applications, Mason made material misstatements, misrepresentations, and omissions with regard to his applications for license renewal, providing cause to discipline Mason's license pursuant to § 339.100.2(25), RSMo Supp. 2011.

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 Supp. 2011.

1. **Mason's license is on probation.** Mason's license as a broker is hereby placed on PROBATION for a period of TWO YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Mason shall be entitled to practice as a broker under §§ 339.010 through 339.205 and §§ 339.710 through 339.855, RSMo, as amended, provided Mason adheres to all the terms of this agreement.

2. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Mason shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Mason shall notify the MREC in writing within ten (10) days of any change in this information.

B. Mason shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his license(s) in a current and active status. During the disciplinary period, Mason shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively,

without violating the terms and conditions of this Settlement Agreement, Mason may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Mason applies for a real estate license after surrender, Mason shall be required to qualify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Mason shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Mason shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Mason shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Mason shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all

local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

3. Upon the expiration of the disciplinary period, the license of Mason shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Mason has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Mason's license.

4. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Mason 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.

6. 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.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Mason agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

9. 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.

10. 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.

11. Mason, 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.

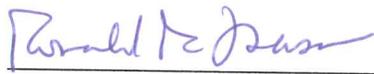
12. Mason understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Mason's license. If Mason desires the Administrative Hearing Commission to review this Settlement Agreement, Mason 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.

13. If Mason 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 Mason's license. If the

Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Mason as allowed by law. If Mason does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

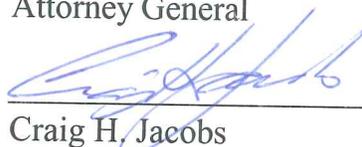
LICENSEE

MISSOURI REAL ESTATE
COMMISSION

 12-31-12
Ronald D. Mason Date


Janet Carder, Executive Director
Date: 1-11-13

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