

**SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
LASTENIA R. PALOMINO**

Lastenia R. Palomino (Palomino) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Palomino's license as a Real Estate Salesperson, no. 2006004922, will be subject to discipline. Pursuant to Section 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 Section 621.110, RSMo. The MREC and Palomino jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to Section 621.045, RSMo.

¹ All statutory citations are to the Revised Statutes of Missouri, Supp. 2013, unless otherwise noted.

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Palomino 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 to a disciplinary hearing before the MREC at which time Palomino 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, Palomino knowingly and voluntarily waives each of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document.

Palomino 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. Palomino stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Palomino's license as a Real Estate Salesperson, license no. 2006004922, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Sections 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 Palomino in Part II herein is based only on the agreement set out in Part I herein. Palomino 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 Palomino herein jointly stipulate to the following:

1. The Missouri Real Estate Commission is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Real Estate Brokers, Appraisers and Escrow Agents.

2. Respondent, Lastenia R. Palomino, is an adult individual whose registered address is 505 Woodbridge Lane, Kansas City, MO 64145, and who holds a Missouri license as Real Estate Salesperson, no. 20060004922, which is active and which expires September 30, 2014.

3. Section 339.100.2, RSMo, states in pertinent part:

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:

* * *

(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;

* * *

(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

4. On March 24, 2008, in case no. 07-CR-3050 in the District Court of Johnson County, Kansas (the Johnson County case), Palomino pled guilty

to the offense of Driving under the Influence, based on an incident which occurred September 8, 2007.

5. On May 22, 2008, Palomino was sentenced to imprisonment for 12 months, with 12 days served, 78 days house arrest, followed by 12 months' probation.

6. Question 3 on the MREC renewal application asks,

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 and misdemeanor charges that you have not previously disclosed to this Commission?

7. On August 1, 2008, Palomino renewed her Missouri license for 2008-2010. She checked a box answering "No" to Question 3, and thus did not report the Johnson County case plea to the MREC.

8. On September 15, 2010, Palomino renewed her Missouri license for 2010-2012. She checked a box answering "No" to Question 3, and thus did not report the Johnson County case plea to the MREC.

9. On October 7, 2010, in case no. 09AE-CR02397 in the Circuit Court for Platte County, Missouri (the Platte County case), Palomino pled guilty to the offenses of Driving while Intoxicated, in violation of Section

577.010, RSMo, and driving while her license was suspended, in violation of Section 302.321, RSMo, for incident occurring March 18, 2009.

10. Also on October 7, 2010, Palomino was sentenced to imprisonment for 3 years, with suspended imposition of sentence, and placed on probation for three years.

11. Palomino's probation was discharged by the court by order dated April 16, 2013.

12. Palomino reported her 2010 guilty plea when she filed her 2012-2014 renewal with the MREC on August 28, 2012. She did not report her 2008 Johnson County plea in her 2012-2014 renewal.

13. Driving under the influence and driving on a suspended license are offenses which are reasonably related to the qualifications, functions or duties and which involve moral turpitude under Missouri law.

14. Palomino's guilty pleas in the Johnson County case and the Jackson County case are cause for discipline under the terms of Section 339.100.2(18).

15. By indicating she had not been convicted or pled guilty in any jurisdiction and failing to reveal her guilty plea in the Johnson County case in her 2008-2010, 2010-2012, and 2012-2014 renewals, Palomino obtained a

license by false or fraudulent representation, fraud or deceit, which is cause for discipline under Section 339.100.2(10), RSMo.

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 Section 536.060, RSMo, and Sections 621.045.4 and 621.110, RSMo.

1. **Palomino's license is on Probation.** Palomino's license as a Real Estate Salesperson is hereby placed on PROBATION for a period of FOUR YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Palomino shall be entitled to practice as a real estate salesperson under Chapter 339, RSMo, as amended, provided Palomino adheres to all the terms of this agreement.

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

A. Palomino shall keep the MREC apprised at all times of her current address and telephone number at each place of residence

and business. Palomino shall notify the MREC in writing within ten (10) days of any change in this information.

B. Palomino shall timely renew her real estate license, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her license in a current and active status. During the disciplinary period, Palomino shall not place her real estate license on inactive status as would otherwise be allowed 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Palomino may surrender his real estate license by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Palomino applies for a real estate license after surrender, Palomino shall be required to requalify 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. Palomino 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. Palomino 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, Palomino 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. Palomino 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. Any cause to discipline Palomino's license as a real estate salesperson under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

G. Broker Acknowledgement. If at any time during the disciplinary period Palomino wishes to transfer her license

affiliation to a new broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer her license. Palomino must obtain the Broker Acknowledgement form from the MREC.

3. Upon the expiration of the disciplinary period, the license of Palomino shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Palomino 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 Palomino'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 Palomino 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.

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. Palomino 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. Palomino, 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 Section 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. Section 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. Palomino 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 Palomino's license. If Palomino desires the Administrative Hearing Commission to review this Settlement Agreement, Palomino 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.

13. If Palomino 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 Palomino'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 Palomino as allowed by law. If Palomino 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.

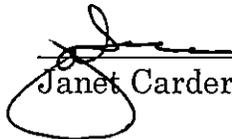
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Lastenia R. Palomino

Date: 9-25-14

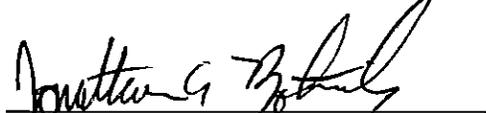
Missouri Real Estate Commission



Janet Carder, Executive Director

Date: October 7, 2014

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