

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
SHERYL A. PARRISH

Sheryl A. Parrish (Parrish) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Parrish's license as a real estate salesperson, no. 2004022097, 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 Parrish jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Parrish 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

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

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 Parrish 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, Parrish 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.

Parrish 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. Parrish stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Parrish's license as a real estate salesperson, license no. 2004022097, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended.

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

Parrish 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 Parrish herein jointly stipulate to the following:

1. Parrish is licensed by the MREC as a real estate salesperson, license number 2004022097. Parrish's license is now, and was at all times relevant hereto, current and active. At all times relevant hereto, Parrish's license was affiliated with Carol Jones Realtors.

Sale of Parrish's Residence

2. In March 2006, Parrish, along with her husband and her mother, purchased certain real property commonly known as 5966 S. McCann in Springfield, Missouri (the "Property") for \$560,000.

3. On or about May 3, 2006, Parrish, Parrish's husband, and Parrish's mother entered into a contract with Bernard and Deborah Shaffer (collectively "Shaffer") for the purpose of selling the property to Shaffer.

4. Parrish listed herself, through the Carol Jones Realtors brokerage, as the designated agent for both the sellers and the buyers. Parrish represented herself during this transaction as a licensed professional.

5. On or about May 17, 2006, Parrish's sale of the Property to Shaffer closed, with the contract sales price listed as \$711,000 on the settlement statement.

6. Also, on or about May 17, 2006, Parrish paid \$61,000 to Shaffer by personal check with "Rebate on 5966 S. McCann" in the memo line.

7. Also, on or about May 17, 2006, Parrish paid \$35,890 to her mother, Twila Harris, by personal check, listing "Return of down payment" in the memo line.

8. Neither Parrish's \$61,000 check to Shaffer nor her \$35,890 check to her mother were disclosed on the settlement statement from the May 17, 2006 sale of the Property, the accuracy of which Parrish attested to by signing the bottom of both pages.

9. Section 339.100.2, RSMo Supp. 2011, provides 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:

.....

(4) Representing to any lender, guaranteeing agency, or any other interested party, either verbally or through the preparation of false documents, an amount in excess of the true and actual sale price of the real estate or terms differing from those actually agreed upon;

.....

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

.....

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

10. Section 339.040.1, RSMo Supp. 2011, provides that licenses shall be granted only to persons who present, and corporations, associations, or partnerships whose officers, associates, or partners 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.

11. Based on Parrish's conduct in failing to disclose her \$61,000 check to Shaffer and her \$35,890 check to Harris on the settlement statement, which she signed as a licensed professional, cause exists to discipline Parrish's real estate salesperson license under § 339.100.2(4), (16) and (19), RSMo Supp. 2011.

Elegant Home's Listings

12. Parrish was retained by Elegant Homes and Design of the Ozarks, L.L.C. (Elegant Homes) as the listing agent for the sale of:

- 1483 East Wilder, Springfield, Missouri;
- 5942 South McCann, Springfield, Missouri; and

- 5954 South McCann, Springfield, Missouri.

13. On September 7, 2005, Parrish listed the 1483 East Wilder property on the multi-listing service for sale at \$549,900. The listing was withdrawn without a sale on October 13, 2005.

14. On October 30, 2005, Parrish listed the 5942 South McCann and the 5954 South McCann properties for \$389,900 each. On February 15, 2006, Parrish increased the listing prices for 5942 South McCann and 5954 South McCann to \$485,000 and \$550,000, respectively.

15. On May 3, 2006, Parrish listed the 1483 East Wilder property at \$750,000. On May 3, 2006, Elegant Homes entered into a real estate sale contract with David Ragsdale for the purchase of 5954 South McCann property for the amount of \$660,000 after only one day on the market at \$550,000.

16. The market and prior listing history of these properties did not support the increased listings or sale prices, and a competent and diligent review of the market and the neighborhood would have disclosed this to Parrish.

17. On May 4, 2006, Elegant Homes entered into a real estate contract with David Ragsdale for the purchase of 1483 East Wilder for the amount of \$750,000 after only one day on the market.

18. On June 1, 2006, Elegant Homes entered into a contract with Mark Specht for the sale of 5942 South McCann for the increased purchase price of \$500,000.

19. By agreeing to increase the price as requested and determined by the owners without properly evaluating the market, Parrish engaged in conduct in the sales of these three properties for Elegant Homes that resulted in 1) the sale of real property at prices above their true and genuine market value and 2) lenders extending loans for the purchase of real property in amounts well in excess of their true and accurate market value.

20. Parrish received a \$20,000 flat fee commission on each sale.

21. Based on Parrish's conduct in the sale of the Elegant Homes properties, cause exists to discipline Parrish's real estate salesperson license under § 339.100.2(16) and (19), 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. **Parrish's license is surrendered and all indicia of licensure shall be surrendered immediately.** Parrish's license as a real estate salesperson is hereby VOLUNTARILY SURRENDERED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective. By the terms of this Settlement Agreement and her voluntary surrender of her license, Parrish surrenders all rights and privileges provided to her through her real estate salesperson license under Chapter 339, RSMo.

2. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Parrish of §§ 339.010 to 339.205 and 339.710 to 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.

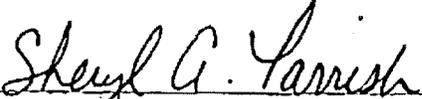
7. Parrish, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former

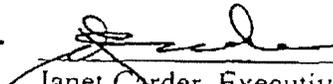
members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims 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.

8. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

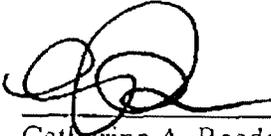
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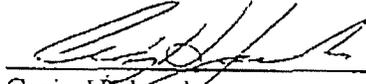

Sheryl A. Parrish Date: 06/24/12


Janet Carder, Executive Director
Date: July 23, 2012

HADEN, COWHERD &
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CHRIS KOSTER
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