Governor Eric R. Greitens
State of Missouri

DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
and Professional Registration
Chlora Lindley-Myers, Director

Missouri Real Estate Commission
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Kathleen (Katie) Steele Danner
Division Director

Terry W. Moore
Executive Director

May 31, 2018

Carl Foreman
3512 Oak Avenue
Kansas City, Kansas
66104

Re: Probation

Dear Mr. Foreman:

On May 16, 2014, a Settlement Agreement between Carl D. Foreman and Missouri Real Estate Commission (MREC) was entered into, placing your real estate salesperson license on probation until May 31, 2018.

I am pleased to inform you that as of, May 31, 2018, you have completed the probation imposed against your real estate license. Therefore, you no longer have a probated real estate license with the Missouri Real Estate Commission.

If you have any questions, I can be reached through option 4 of the telephone number identified above.

Good luck with your real estate career.

Sincerely,

DeWayne Hickey
Enforcement Supervisor

RECEIVED
MAY 02 2014
MREC

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
CARL D. FOREMAN

Carl D. Foreman (Foreman) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Foreman's license as a Real Estate Salesperson, no. 1999130949, 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 Foreman jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to Section 621.045, RSMo.

Foreman 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

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

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 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 Foreman 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, Foreman 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.

Foreman 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. Foreman stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Foreman's license as a Real Estate Salesperson, license no. 1999130949, 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 Foreman in Part II herein is based only on the agreement set out in Part I herein. Foreman 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 Foreman herein jointly stipulate to the following:

1. The Missouri Real Estate Commission ("MREC") 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, Carl D. Foreman (Foreman), is an adult individual whose registered address is 3512 Oak Avenue, Kansas City, Kansas 66104,

and who holds a Missouri license as Real Estate Salesperson, License No. 1999130949, which is active and which expires September 30, 2014.

3. Foreman is currently associated with Platinum Realty of Missouri, LLC, 9393 W. 110th Street, Suite 170, Overland Park KS 66210.

4. In late 2010 and early 2011, Foreman was affiliated with Realty Executives in Leawood, Kansas, under the supervision of broker Stephen Summers.

5. Between September 24, 2010, and March 30, 2011, Realty Executives listed for sale a property owned by Patricia Okuns at 13801 Lowell Avenue, Grandview, Missouri 64030. Foreman was the listing agent.

6. Realty Executives did not engage in property management activities, and Mr. Summers did not permit affiliates to conduct property management without a written agreement with the agency.

7. The Okuns property needed repairs to be suitable for either sale or rental.

8. Without the knowledge of Mr. Summers, Foreman made an offer to Ms. Okuns to arrange for rental of the property while it was on the market, and to manage that rental for her.

9. Foreman did not enter into a written property management agreement with Okuns either personally or on behalf of the agency.

10. Okuns sent Foreman $500 for repairs.

11. Foreman advertised the property for rent, although he did not have written authority from his client to do so.

12. In August 2011, Foreman rented the property to Todd Franklin. Mr. Franklin paid Foreman $800 as a security deposit and $900 for the first month's rent.

13. Foreman did not deposit the security deposit, the rent payments, or the funds sent by Okuns into an escrow account.

14. Foreman delivered the $900 rent check to Okuns, but kept the $800 security deposit for repairs.

15. Foreman arranged for a number of repairs on the property, which he paid for out of the security deposit and his own funds.

16. Foreman expended the entire security deposit on repairs.

17. By failing to deposit the security deposit, rent payments, and sum received from the client into an escrow account separate from his own funds, Foreman violated Section 339.100.2(1), RSMo, Section 339.105.1, RSMo, and 20 CSR 2250-8.120, each of which is cause to discipline his license.

18. By advertising the property for rent without written property authority from the client, Foreman violated Section 339.100.2(14), which is cause to discipline his license.

19. By expending the security deposit on repairs, Foreman failed to maintain the security deposit intact, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.220(2), which is cause for discipline under Section 339.100.2(15), RSMo.

20. By engaging in property management without complying with the laws and rules regulating the same, Foreman committed conduct would otherwise be grounds for the commission to refuse to issue a license under section 339.040, RSMo, which is cause for discipline under Section 339.100.2(16), RSMo.

21. By undertaking management of the lease of real estate without a written agreement, failing to inform his supervising broker of the relationship, and failing to deposit funds received in an escrow account, Foreman committed other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence, which is cause for discipline under Section 339.100.2(19), RSMo.

22. By failing to deposit funds received in connection with the lease of real estate in an escrow account, Foreman violated Section 339.105.1, RSMo, which is cause for discipline under Section 339.100.2(15), RSMo.

23. By undertaking property management in connection with a lease of real estate without entering into a written property management agreement, Foreman violated Section 339.780.1, RSMo, which is cause for discipline under section 339.100.2(15), RSMo.

24. By advertising a property for rent without the direct supervision of and in the name of the broker or agency with whom he was affiliated, Foreman violated 20 CSR 2250-8.070(3), which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

25. By advertising or offering for lease a property without the written consent of the owner and without a brokerage service agreement, Foreman violated 20 CSR 2250-8.090(1) and (2), which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

26. By leasing the property without making brokerage relationship disclosures required by 20 CSR 2250-8.095, Foreman violated 20 CSR 2250-8.095, which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

27. By leasing the property without having the brokerage relationship confirmed in writing as required by 20 CSR 2250-8.096, Foreman violated 20 CSR 2250-8.096, which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

28. By presenting to the tenant for signature a lease agreement which was not prepared or approved by his broker's counsel or by the counsel for a trade association of which he is a member or associate member, or by a Missouri state or local bar association, in violation of 20 CSR 2250-8.140(1), which is cause for discipline under the terms of Section 339.100.2(15), RSMo.

29. By leasing the property without having a current written property management agreement, Foreman violated 20 CSR 2250-8.200(1), which is cause for discipline under section 339.100.2(15), RSMo.

30. By failing to maintain a property management escrow account and deposit rents received into that account and pay expenses of property management out of that account, Foreman violated 20 CSR 2250-8.220(1), which is cause for discipline under section 339.100.2(15), RSMo.

31. By failing to deposit the tenant's security deposit in an account separate from the property management account, 20 CSR 2250-8.220(2), which is cause for discipline under section 339.100.2(15), RSMo.

32. By failing to immediately deliver to his supervising broker all money received in connection with any property management, Foreman violated 20 CSR 2250-8.220(4), which is cause for discipline under section 339.100.2(15), 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 621.045.3 and 621.110, RSMo.

1. **Foreman's license is on probation.** Foreman'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, Foreman shall be entitled to practice as a Real Estate Salesperson under Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended, provided Foreman 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. Foreman shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Foreman shall notify the MREC in writing within ten (10) days of any change in this information.

B. Foreman shall timely renew his real estate license, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his license in a current and active status. During the disciplinary period, Foreman shall not place his real estate license on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Foreman may surrender his real estate license by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Foreman applies for a real estate license after surrender, Foreman 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. Foreman 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. Foreman 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, Foreman 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. Foreman 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 Foreman's license as a real estate salesperson under Section 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 Foreman wishes to transfer his license affiliation to a new broker/brokerage, he 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 his license. Foreman must obtain the Broker Acknowledgement form from the MREC.

3. Upon the expiration of the disciplinary period, the license of Foreman shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Foreman 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 Foreman'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 Foreman 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. Foreman 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. Foreman, 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 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. Foreman 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 Foreman's license. If Foreman desires the Administrative Hearing Commission to review this Settlement Agreement, Foreman 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 Foreman 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 Foreman'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 Foreman as allowed by law. If Foreman 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

Carl D. Foreman
Date: 4/28/14

Missouri Real Estate Commission

Janet Carder, Executive Director
Date: May 16, 2014

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