

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**SAM R. GENTRY**

RECEIVED  
MAY 06 2013  
MREC

Sam R. Gentry (Gentry) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Gentry's license as a broker salesperson, no. 2004035887, 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 Supp. 2011. The MREC and Gentry jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Gentry 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

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<sup>1</sup> 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 Gentry 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, Gentry 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.

Gentry 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. Gentry stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Gentry's license as a broker salesperson, license no. 2004035887, 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 Gentry in Part II herein is based only on the agreement set out in Part I herein. Gentry 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 Gentry herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri created and existing pursuant to §339.120, RSMo Supp. 2011, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo (as amended), relating to real estate salespersons and brokers.
2. Gentry is licensed by the MREC as a real estate broker salesperson, license no. 2004035887. Gentry's real estate license is, and was at all relevant times, current and active.
3. On February 7, 2011, Gentry pled guilty in Cass County, Missouri Circuit Court, Case No. 09CA-CR00846-01, to the Class D felony of Driving While Intoxicated, Persistent Offender. He was sentenced to supervised probation for a period of five (5) years.
4. On August 1, 2003, Gentry pled guilty in the Municipal Court of Archie, Missouri to the Class D felony of Driving While Intoxicated.
5. On January 17, 1996, Gentry pled guilty in Cass County, Missouri Circuit Court to the Class D felony of Driving While Intoxicated.

6. On December 8, 1986, Gentry was convicted in the United States District Court- Eastern District of Louisiana of the crime of conspiracy to possess and distribute marijuana. He was sentenced to five (5) years in prison.

7. On or about December 2, 2004, Gentry submitted an Application for Real Estate License.

8. On his Application for Real Estate License, Gentry falsely answered “No” to the question asking whether Gentry had “been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution in this state, or any other state, or of the United States, whether or not sentence was imposed? **NOTE: This includes Suspended Imposition of Sentence, Suspended Execution of Sentence, and alcohol related offenses, i.e. DWI and BAC.**”

9. On two subsequent Applications for License/Information Change, Gentry falsely answered “No” to the question asking whether Gentry had “been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution in this state, or any other state, or of the United States, whether or not sentence was imposed?”

10. On three subsequent Applications to Renew Broker-Salesperson License for the years 2006-2008, 2008-2010, and 2010-2012, Gentry falsely answered “No” to the question asking whether Gentry had “been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution in this state, 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. §339.100.2(15), (16), (18), (19), and (25) RSMo Supp. 2011, states:

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:

(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[.]

12. § 339.040.1, RSMo, states:

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[.]

13. Gentry’s commission of the above stated crimes and his failure to disclose said crimes to the MREC demonstrates a lack of good moral character and a lack of reputation for honesty, integrity, and fair dealing.

14. Gentry’s commission of the above stated crimes and his failure to disclose said crimes to the MREC constitutes untrustworthy, improper, and/or fraudulent business dealings and bad faith and/or gross negligence.

15. Gentry’s failure to disclose the guilty pleas and convictions on a total of six separate applications constitutes a material misstatement, misrepresentation, and omission given that the importance of that information may have informed and influenced the licensing decision.

16. Gentry's conduct, as stated above, provides cause to discipline his real estate salesperson's license pursuant to § 339.100.2(15), (16), (18), (19), and (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.

17. **Gentry's license is on probation.** Gentry's license as a broker salesperson is hereby placed on PROBATION until February 7, 2016. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Gentry shall be entitled to practice as a broker salesperson under Chapter 339, RSMo, as amended, provided Gentry adheres to all the terms of this agreement.

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

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

B. Gentry 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, Gentry shall not place his real estate license(s) 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, Gentry may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Gentry applies for a real estate license after surrender, Gentry 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. Gentry 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. Gentry 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, Gentry 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. Gentry shall obey and comply with all terms and conditions of probation for his criminal supervision. Gentry shall prepare and submit quarterly written reports to the MREC regarding the status of and compliance with his criminal probation, parole, and/or release, as well as his compliance with the terms and conditions of this settlement agreement. Gentry is responsible for ensuring that such quarterly reports are received by the MREC on or before January 10, April 10, July 10, and October 10 during each year of the disciplinary period. Gentry shall submit the first such report so that the MREC receives it on or before July 10, 2013.

G. Gentry's license shall remain affiliated with MEL, Inc., whose designated broker is Morris E. Lemon. Should Gentry terminate his affiliation with MEL, Inc., Gentry shall be prohibited from affiliating with any other licensee without prior approval from the MREC.

H. Gentry 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.

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

20. 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.

21. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Gentry of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

22. 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.

23. 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. Gentry agrees and stipulates that the MREC has continuing

jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

25. 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.

26. 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.

27. Gentry, 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.

28. Gentry 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 Gentry's license. If Gentry desires the Administrative Hearing Commission to review this Settlement Agreement, Gentry 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.

29. If Gentry 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 Gentry'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 Gentry as allowed by law. If Gentry 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

  
\_\_\_\_\_  
Sam R. Gentry

04/30/2013  
\_\_\_\_\_  
Date

MISSOURI REAL ESTATE  
COMMISSION

  
\_\_\_\_\_  
Janet Carder, Executive Director  
Date: 5/24/13  
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CHRIS KOSTER  
Attorney General

  
\_\_\_\_\_

Ron Dreisilker  
Assistant Attorney General  
Missouri Bar No. 64825

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-7728  
Telefax: 573-751-5660

Attorneys for the Missouri Real Estate  
Commission