

SETTLEMENT AGREEMENT
BETWEEN MISSOURI REAL ESTATE MREC
AND LORI KRAUS

Lori Kraus ("Kraus") and the Missouri Real Estate MREC ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Kraus's license as a salesperson, no. 2011004452, will be subject to discipline.

Pursuant to § 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 § 621.110, RSMo. The MREC and Kraus jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Kraus 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

¹ All statutory citations are to the 2016 Revised Statutes of Missouri, as amended, unless otherwise noted.

before the MREC at which time Kraus 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, Kraus 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.

Kraus 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. Kraus stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Kraus's license as a salesperson, license no. 2011004452, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.500 through 339.549, RSMo, as amended.

The parties stipulate and agree that the resolution agreed to by the MREC and Kraus in Part II herein is based only on the stipulated facts and conclusions of law set out in Part I herein. Kraus understands that the MREC may take 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 Kraus herein jointly stipulate to the following:

1. On December 26, 2017, Kraus submitted an Information Change form with a \$50.00 check, requesting that the MREC transfer Kraus's license to Platinum Realty Group LLC. The MREC completed the transfer on January 8, 2018.

2. On January 16, 2018, the MREC received the bad check from Kraus's bank with "Not Sufficient Funds" as the reason for the check being returned.

3. On January 23, 2018, the MREC sent Kraus a letter informing her that Kraus's license was not valid because the bank returned the \$50.00 as a bad check due to the account being closed. The letter requested payment of the original fee and replacement fee within 30 days of the date of the letter. The MREC received no response to its January 23, 2018 letter.

4. On March 15, 2018, the MREC sent Kraus a second letter requesting the replacement fee and bad check fee by certified mail. The letter requested the fee within 30 days of the date of the letter, informed Kraus the matter would be placed on the MREC's agenda to consider disciplinary action. Kraus signed for the letter on March 27, 2018. The MREC received no response to its March 15, 2018 letter.

5. The MREC received no response from Licensee, no replacement fee and no bad check fee in response to its January and March, 2018 correspondence.

6. On March 19, 2018, the MREC referred Kraus to the Cole County Prosecuting Attorney's Office for collection of the bad check.

7. On March 21, 2019, Kraus paid the original fee and replacement fee to the Cole County Prosecuting Attorney.

8. The MREC received the payment on April 1, 2019.

9. Cause exists to discipline Kraus real estate license pursuant to § 339.100.2(15), RSMo, which states:

2. The MREC 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;

10. Cause exists to discipline Kraus real estate license pursuant to Regulation 20 CSR 2250-8.170(1), which states:

(1) Failure of a licensee to respond in writing, within thirty days from the date of the MREC's written request or inquiry, mailed to the licensee's address currently registered with the MREC, will be sufficient grounds for taking disciplinary action against that licensee.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that this matter shall be resolved as follows under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo:

1. Voluntary Surrender in Lieu of Discipline. Kraus hereby VOLUNTARILY SURRENDERS her license as a salesperson IN LIEU OF DISCIPLINE. Kraus further agrees to return and surrender ALL INDICIA OF LICENSURE upon this Settlement Agreement becoming effective.

2. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Kraus of §§ 339.500 through 339.549, 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 in Kraus's file for reference should she ever attempt to apply for a license again.

7. 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.

8. Kraus, 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

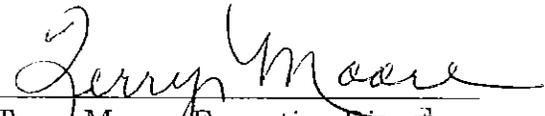
survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

9. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC, and the MREC agrees to dismiss its case pending before the Administrative Hearing Commission against Kraus on or before the effective date of this Settlement Agreement.

LICENSEE

MISSOURI REAL ESTATE
COMMISSION


Lori Kraus 7-15-19
Date


Terry Moore, Executive Director
Date: July 23, 2014

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