

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is made this 27th day of August, 2010, by and between **LONNIE W. ALLEN, JR.** (hereinafter referred to as "Lonnie Allen") and **CONSTANCE M. MOORE** (hereinafter referred to as "Constance Moore").

**WHEREAS**, Lonnie Allen filed a complaint with the Maryland Real Estate Commission against Constance Moore, together with a claim against the Real Estate Commission Guaranty Fund based on the same allegations;

**WHEREAS**, the Maryland Real Estate Commission has investigated the complaint and has found cause to proceed with a hearing on the complaint and the claim against the Guaranty Fund;

**WHEREAS**, a hearing now is set before the Office Of Administrative Hearings (Case No. DLR-REC-24-10-04958, MREC FILE No. 08-RE-698);

**WHEREAS**, the Salesperson Maryland Real Estate license of Constance Moore has expired and she does not contemplate applying for its renewal;

**WHEREAS**, Constance Moore acknowledges her liability for the full \$8,050.64 asserted under Lonnie Allen's Guaranty Fund claim;

**WHEREAS**, conditioned on the concurrence of the Maryland Real Estate Commission to dismiss (with the contingent right to reinstate) its case currently pending against Constance Moore, the parties wish to settle these matters in accordance with the following terms and conditions, without formal adjudication in an administrative hearing.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings herein contained, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Constance Moore shall pay Lonnie Allen the sum of Eight Thousand Fifty Dollars and Sixty-Four Cents (\$8,050.64) in accordance with the following terms.
2. Two Thousand Dollars (\$2,000.00) of the above amount shall be paid with verified funds (cashier's check or certified check) made payable to Lonnie W. Allen, Jr. and delivered to the office of his attorney, Dennis R. Robin, on or before August 27, 2010.
3. Constance Moore, who is a Federal Employee, shall take any and all steps necessary to implement a Wage Withholding Order directing that, effective as of September 21<sup>st</sup>, 2010, Two Hundred Dollars (\$200.00) shall be deducted from each of her bi-weekly paychecks for direct payment made payable to Lonnie W. Allen, Jr., but delivered to office of his attorney, Dennis R. Robin, at 2131 Defense Highway, Crofton, Maryland 21114. These payments shall continue until the entire obligation hereunder is paid in full.
4. In the event that, because of a change in employment or of other circumstances, the Wage Withholding cannot be implemented or continued, Constance Moore nevertheless shall make monthly payments with verified funds to Lonnie Allen, through the office of Dennis R. Robin, of not less than \$400.00 per month, until the entire obligation hereunder is paid in full.
5. Contemporaneous with her execution of this Agreement, Constance Moore shall execute the attached Confessed Judgment Promissory Note, with a principal obligation of Eight Thousand Fifty Dollars and Sixty-Four Cents (\$8,050.64), with payment terms consistent with the foregoing terms, and without interest as long as there is no default of Constance Moore's payment obligations under the Promissory Note.

6. Upon execution of this Agreement by Lonnie Allen and Constance Moore and the execution of the Confessed Judgment Promissory Note by Constance Moore, Lonnie Allen shall dismiss his claim against the Real Estate Commission Guaranty Fund, but retain the right to reinstate that claim in the event of a breach of this Agreement by Constance Moore.

7. The current address of Constance Moore is: 7023 Jube Court, Alexandria, Virginia 22307-1627. For as long as she continues to have any obligation to Lonnie Allen under the terms of this Agreement, Constance Moore shall provide written notice to Lonnie Allen of any change of address. Unless Constance Moore is advised otherwise in writing by Lonnie Allen, any notice to him to advise of her change of address shall be sent as follows: the original, by certified mail, to Lonnie W. Allen, Jr., at 3522 Rockway Avenue, Annapolis, Maryland 21403, with a copy by regular mail to his attorney, Dennis R. Robin, at 2131 Defense Highway, Crofton, Maryland 21114.

8. Notwithstanding any of the preceding provisions, this Agreement shall be rendered void and unenforceable if the Maryland Real Estate does not agree to dismiss the current administrative action pending against Constance Moore, but with the proviso that administrative charges and the Guaranty Fund claim of Lonnie Allen may be reinstated upon a breach of this Agreement by Constance Moore.

9. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one of the parties now is or may become a resident of a different state and the District Court For the State of Maryland shall have jurisdiction over the subject matter of any dispute arising from this Agreement. The venue for any such proceeding shall be Anne Arundel County.

10. As to the covenants and promises set forth in this Agreement, the parties hereto severally bind themselves and their heirs, personal representatives, executors, and assigns.

11. This Agreement shall be executed in two (2) counterpart originals, both of which shall be fully effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their names and seals on the dates indicated.

RESPONDENT'S SIGNATURE  
APPEARS ON ORIGINAL ORDER

CONSTANCE M. MOORE

*me* (SEAL) 8/25/2010  
Date

(CLAIMANT'S SIGNATURE  
APPEARS ON ORIGINAL ORDER)

LONNIE W. ALLEN, JR.

(SEAL) 8/27/2010  
Date

STATE OF District of Columbia )  
COUNTY OF \_\_\_\_\_ )

SS.

On this 25<sup>th</sup> day of August, 2010, before me, the undersigned officer, personally appeared CONSTANCE M. MOORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Settlement Agreement and acknowledged that she executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

*HL* (NOTARY PUBLIC'S SIGNATURE  
APPEARS ON ORIGINAL ORDER)

NOTARY PUBLIC

My Commission Expires:

Howard Lee Levine  
Notary Public, District of Columbia  
My Commission Expires 11/14/2011

Howard Lee Levine  
Notary Public, District of Columbia  
My Commission Expires 11/14/2011

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

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) SS.  
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On this 27<sup>th</sup> day of August, 2010, before me, the undersigned officer, personally appeared LONNIE W. ALLEN, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Settlement Agreement and acknowledged that he executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.



(NOTARY PUBLIC'S SIGNATURE APPEARS ON ORIGINAL ORDER)  
[Signature]

NOTARY PUBLIC

My Commission Expires: DENNIS R. ROBIN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires August 1, 2010