

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

MISSISSIPPI REAL ESTATE COMMISSION

COMPLAINANT

vs.

NO. 47-1907

**LARA THRASH, Principal Broker
CRYSTAL G. GREEN, Salesperson**

RESPONDENTS

AGREED ORDER

This cause came before the Mississippi Real Estate Commission, sometimes hereinafter “Commission,” pursuant to the authority of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, on two complaints against Lara Thrash, Principal Broker, and Crystal Green, Salesperson and the Commission was advised that there has been an agreement reached among the parties resolving the issues brought forward in this complaint. By entering into this Agreed Order, the Respondents waive their rights to a full hearing and to any appeal. The Commission, then, does hereby find and order the following:

I.

Respondent, Lara Thrash (sometimes hereinafter called “Thrash” or “Respondent Thrash”), is an adult resident citizen of Mississippi whose last known office address of record with the Commission is 6184 US Hwy 98 W., Ste. 100, Hattiesburg, MS 39402. Respondent Broker Thrash is the holder of a resident broker license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, *et seq.*, and, as such, she is subject to the provisions, rules, regulations and statutes governing real estate brokers under Mississippi law and the administrative rules of the Mississippi Real Estate Commission.

II.

Respondent Crystal G. Green (sometimes hereinafter called “Green” or “Respondent Green”), is an adult resident citizen of MS whose last known office address of record with the Commission is 6184 US Hwy 98 W., Ste. 100, Hattiesburg MS 39402. Respondent Green is the holder of a resident salesperson license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, et seq., and, as such, she is subject to the provisions, rules, regulations and statutes governing real estate brokers under Mississippi law and the administrative rules of the Miss. Real Estate Commission.

III.

On July 18, 2019 this office received a sworn statement of complaint from Kenneth W. Bilbo who lives at 110 Lake Shore Drive, Hattiesburg, MS 39402. His complaint was made against Salesperson Crystal G. Green of Coldwell Banker Don Nace, located in Hattiesburg, MS (39402). Salesperson Green’s Principal Broker is Lara Thrash.

IV.

Bilbo was selling property located at 57 Twin Oaks Trace in Hattiesburg, MS. Salesperson Crystal Green was Bilbo’s listing agent and salesperson Barry Monday, then of Re/Max Real Estate Partners in Hattiesburg, represented the buyers. Closing was scheduled for 6/21/2019. The buyers had a closing scheduled for the sale of their home on 06/20/2019. Bilbo stated that about one week prior to the agreed upon closing date, agent Monday requested that his clients, the buyers, be allowed to take possession the day before closing. Bilbo refused to allow early possession of his home. Soon after, Respondent Green asked her client, Bilbo, to reconsider and sent Bilbo a Pre-Closing Possession Addendum and Declaration of Acceptance form. Bilbo refused, stating that the house is not the buyers until closed and funded. Around 6/19/2019, Salesperson Green called to ask Bilbo if he was agreeable to close a day early on 6/20/2019. Bilbo agreed, but reiterated that the buyers were not to move in until after the closing.

V.

The final walk through was scheduled for 2:00 pm on 06/20/2019. Bilbo told Green he would be late because he needed to first pick up a few boxes left in his home. Upon arriving at his home, Bilbo observed a moving van in front of his house unloading furniture and boxes into his garage. The new owners were not present, but their daughter was at the house. She informed Bilbo that her parents' agent, Barry Monday, had unlocked the door and gave them the keys. Bilbo took photos of this and called Respondent Green, who said she was unaware of this and did not offer any suggestions. Bilbo then contacted who he referred to as the "assistant Re/Max broker", David Saulters, who contacted both agents. Bilbo stated that both agents acted confused and ignorant as to how this happened. Bilbo said David Saulters was apologetic but took no action on what Bilbo felt was a breach of contract. Bilbo said Saulters did convey that he would be very pleased if Bilbo cooperated and closed on the property. The Broker of Coldwell Banker, Lara Thrash, did not intervene on his behalf. On 7/28/2019, Bilbo emailed the Commission photographs showing a moving van with open doors and some boxes on the ground at his home prior to closing. One photo shows an open front door to the home.

VI.

Bilbo stated he then left his house and proceeded to the closing office of Deep South Title. There, Green met Bilbo and told him they would conduct a "dry closing" and for him to sign all closing documents but know that he would not get any payment until the following day. The reason given Bilbo was that the buyers failed to bring funds in the amount of \$16,000.00 to the title company in time for the closing. Bilbo stated that Respondent Green requested he wait a few minutes, left the room, and then returned to say that the agents would wait on their commission in order to pay him first. After he requested to see the cashier's check, Bilbo proceeded with document review because the closing attorney said that the buyers had brought the \$16,000.00.

VII.

On 8/2/2019, Green responded that she represented Bilbo on the sale of his home and received an offer 5/8/2019 from Monday, who represented the buyers, Michael and Stacey Herring. It went under contract 5/9/2019 with a closing scheduled on or before 6/21/2019. Green said that she received an email from Monday on Friday 6/14/2019, requesting a pre closing possession for his buyers due to movers and the sale of their home in Louisiana. Green said she spoke to Bilbo about this and he seemed concerned about liability so she sent a blank copy of the documents so he could read them, or let his sister, a former paralegal, read it. After some thought on it, Bilbo said no. On 6/19/2019, Sinnana Jones from Deep South Title called Green asking if it was possible to close a day earlier at 3 pm instead of on the 21st. Bilbo agreed to this, and the walk through was scheduled to remain on the 20th, as it was short notice.

VIII.

Around 1:40 on 6/20/2019, Bilbo called Green to let her know that he had a few things left on his kitchen island and some plants. He wanted her to have Monday call her once the walk through was complete and he would then go back to the house prior to closing and get things. Green texted Monday this information and told agent Monday to bring the key from the supra box with him to closing. Monday texted her once the walk through was complete and told her that they were headed to the closing office. He told Green the moving van had arrived, but that they weren't moving stuff in until after everything was signed at the closing.

IX.

Green said that when she arrived at the closing office, the buyer and agent Monday were already in with the attorney signing documents. The wife was signing on her husband's behalf since he was in Louisiana closing on their home. Green got a call from Bilbo around 3:05 pm, screaming at her and asking why people were moving stuff into his home, and complaining that

he couldn't get into his driveway because of the moving truck. Green said she told him she knew the truck was there, but nothing was supposed to be moved until after signing. Bilbo then asked who gave them a key, and Green replied that she didn't know, and she didn't have any keys to give anyone. Bilbo then said he was going to ReMax to speak with their broker. Green called agent Monday, who was still in the back of the office with his client, to see what was going on and let him know what was happening.

X.

Respondent added that, during his drive to the ReMax office, Bilbo called the closing attorney and accused the office staff and paralegals of giving the buyers his keys. Joey Fillingane, the attorney, explained to Bilbo they don't give out keys and they are just there to facilitate the closing. Shortly thereafter, Green received a call from Broker Associate David Saulters of ReMax, who was on speaker phone with Bilbo. Green said Bilbo had calmed down and admitted that the buyers had only put down paper over the floors and had not actually moved anything in the home. Further, that Bilbo was on his way to sign the documents. While waiting for Bilbo to arrive, Green went to inform everyone that Bilbo was on his way. The buyer had just finished signing her documents when the paralegal came to ask her for her closing funds check. The buyer then informed everyone that her husband would be wiring that the next day. The paralegal seemed surprised to hear this, so Green asked what was going on because she said she had the wire. The paralegal stated that she had the bank wire of \$300,000.00 but not their funds to close, and thought they were bringing a certified check for that amount to closing. The paralegal then phoned the buyer's husband for clarification. At this same time, Bilbo appeared in the office. Green said she spoke to him and asked him if he was ok with signing today and getting his check tomorrow. She explained that no one would get paid until all the funds were there, but the bank

money was there, and it was a miscommunication between the buyers and the attorney. Bilbo then went outside and called his sister, returned very upset and said if they couldn't close now, he would call the Sheriff and have the buyers arrested and their stuff removed. Green said she then went to tell the paralegal what Bilbo had said, and she told Green she had spoken to the husband, and that they were going to be able to provide the funds that day. Green said she relayed that information to Bilbo and brought him to the back of the attorney's office to sign. Since Bilbo had been so upset with all involved, the attorney moved agent Monday and his buyer to another room. Respondent Green said Bilbo refused to sign anything until he saw his check. Fillingane got it and brought it to Bilbo to look at. He then signed the documents, collected his copies and the check. He seemed relieved it was over and apologized to Green for being rude and told her he needed to leave that he was exhausted. *He opened his closing gift*, thanked Respondent Green and left.

XI.

The Listing Agreement was in effect from 4/5/2019 until 10/5/2019 and contained the seller's signature but no date. There was no signature of any licensee on the Listing Agreement, only the typed names of Broker Thrash and Salesperson Green. There was no signed PCDS Informational Statement provided by Respondent Green to Barry Monday for his client to sign.

XII.

The above and foregoing described acts of the Respondents, Lara Thrash, and Crystal G. Green constitute violations of M.C.A. § 73-35-21, and § 89-1-501 and MREC Rules 3.1 and 4.2: Principal Broker Lara Thrash is in violation of:

Rule 3.1 General Rules:

A. It shall be the duty of the responsible broker to instruct the licensees licensed under that broker in the fundamentals of real estate practice, ethics of the profession and the Mississippi Real Estate License Law and to exercise supervision of their real estate activities for which a license is required.

M. C. A. §73-35-21

(1)(n) Any act or conduct, whether of the same or a different character than hereinabove specified, which constitutes or demonstrates bad faith, incompetency or untrustworthiness, or dishonest, fraudulent or improper dealing.

Salesperson Crystal G. Green is in violation of:

M. C. A. §73-35-21

(j) Paying any rebate, profit or commission to any person other than a real estate broker or salesperson licensed under the provisions of this chapter;

(1)(n) Any act or conduct, whether of the same or a different character than hereinabove specified, which constitutes or demonstrates bad faith, incompetency or untrustworthiness, or dishonest, fraudulent or improper dealing.

M. C. A. §73-35-21(1)

§89-1-501. Applicability of real estate transfer disclosure requirement provisions

(1) The provisions of Sections 89-1-501 through 89-1-523 apply only with respect to transfers by sale, exchange, installment land sale contract, lease with an option to purchase, any other option to purchase or ground lease coupled with improvements, of real property on which a dwelling unit is located, or residential stock cooperative improved with or consisting of not less than one (1) nor more than four (4) dwelling units, when the execution of such transfers is by, or with the aid of, a duly licensed real estate broker or salesperson.

Rule 3.1

E. No licensee shall pay any part of a fee, commission, or other compensation received by such licensee in buying, selling, exchanging, leasing, auctioning or renting any real estate except to another licensee through the licensee's responsible broker.

Rule 4.2 Definitions:

G. "Fiduciary Responsibilities" are those duties due the principal (client) in a real estate transaction are:

(5) 'Reasonable skill, care and diligence' - the agent must perform all duties with the care and diligence which may be reasonably expected of someone undertaking such duties.

DISCIPLINARY ORDER

THEREFORE, by agreement, understanding and consent, the Commission ORDERS discipline as follows:

As to Crystal Green, Salesperson, the Commission orders that her license incur a one (1) month suspension, held in abeyance, followed by five (5) months of probation; contingent upon both future compliance with all Mississippi Real Estate Statutes and Commission Rules and also contingent upon her completing eight (8) hours of Mandatory Continuing Education (4 hours of Agency, 2 hours of Contract law and 2 hours of License Law) during that thirty (30) days held in abeyance. This order begins April 01, 2020. Said education is to be completed in a classroom environment, rather than through Distance Education. Further, these classes will be courses approved by this Commission, be in addition to the regular hours of continuing education already required of licensees for license renewal and will not be the same classes from the same provider as those used by this Respondent in the last renewal period. Evidence of completion of these classes is to be provided to this Commission.

As to Lara Thrash, Principal Broker, the Commission orders that she be issued a Letter of Reprimand.

SO ORDERED this the 15^{~~th~~} day of April, 2020.

MISSISSIPPI REAL ESTATE COMMISSION



BY: *Robert E. Praytor*
ROBERT E. PRAYTOR, Administrator

Agreed: *Lara Thrash*
Lara Thrash, Principal Broker

DATE: 3/31/2020

Agreed: *Crystal G. Green*
Crystal G. Green, Salesperson

DATE: 3/31/2020