

BEFORE THE WEST VIRGINIA REAL ESTATE APPRAISER
LICENSING AND CERTIFICATION BOARD

WEST VIRGINIA REAL ESTATE APPRAISER
LICENSING AND CERTIFICATION BOARD,

Complainant,

v.

CORNELIA DODSON,

Respondent.



Complaint Numbers: 04-003
06-001

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims is made and entered into by and between the Complainant, West Virginia Real Estate Appraiser Licensing and Certification Board (hereinafter "Board"), and the Respondent, Cornelia Dodson (hereinafter "Respondent"), with regard to the above-styled matter. The Board and the Respondent are desirous of entering into this Settlement Agreement and Release of All Claims to resolve all issues relating to the above-styled matter.

NOW THEREFORE, the parties agree as follows:

1. Upon execution of this agreement and in settlement of this matter, the Board agrees to dismiss with prejudice its complaints against Respondent, as being fully compromised, settled, and agreed, and further agrees not to institute or be a party to any future action against Respondent, where such action relates to any appraisal performed by Respondent before the effective date of this agreement, in regard to the circumstances giving rise to the complaints.

2. Upon expiration of the current licensing period, where such period expires on September 30, 2007, Respondent shall not seek renewal of her real estate appraiser license in the State of West Virginia for the licensing period of October 1, 2007, through September 30, 2008.

3. Respondent shall not seek licensure from the Board in the State of West Virginia for the licensing period between October 1, 2008, through September 30, 2009.

4. In the event Respondent seeks licensure through the Board in the State of West Virginia at any time between October 1, 2009, through September 30, 2012, the Board may, in its discretion, reopen the above-referenced complaints, and proceed through the formal hearing process for purposes of determining whether Respondent should be granted licensure and/or disciplined.

5. In the event Respondent applies for licensure through the Board in the State of West Virginia for any licensing period after September 30, 2012, the Board may not consider the above-referenced complaints, or any other complaints it may receive relating to the issues surrounding such complaints, in its determination as to whether to grant licensure to Respondent.

6. In the event Respondent applies for licensure through the Board in the State of West Virginia for any licensing period after September 30, 2009, and in addition to any other terms and requirements as provided herein, Respondent shall comply with all licensing requirements that are in effect at any such time.

7. In consideration of the aforesaid terms and conditions, it is expressly understood and agreed that by this Settlement Agreement and Release of All Claims, Respondent does hereby release, acquit, and forever discharge the Board, its agents,

employees and assigns, of and from any and all actions, claims, demands, or damages that Respondent or her agents, heirs, executors, administrators, successors, or assigns, now or hereafter may have, heretofore, or hereafter arising out of, or under, the cause of action which forms the basis of the above-styled matter.

8. It is expressly understood and agreed that this Settlement Agreement and Release of All Claims is intended to and does include and apply to all actions, claims, demands, or damages of any kind that the Respondent or her agents, heirs, executors, administrators, successors, or assigns, may have and that it also covers all past, present and future claims or effects of the Respondent's alleged harm arising out of the matters complained of in the above-styled matter, and any and all issues that were raised or could have been raised in that matter, whether such effects are now known or may become known in the future.

9. It is expressly understood and agreed that this settlement is a compromise of doubtful and disputed claims and is not to be construed as an admission of guilt, liability or other act or omission on the part of the Board or the Respondent, and such guilt, liability or wrongful act on the part of any such party is expressly denied.

10. It is expressly understood and agreed that nothing herein shall be deemed, considered, or otherwise construed in any manner, to be disciplinary action taken against Respondent or Respondent's license, Residential Real Estate Appraiser License No. 0396.

11. It is expressly understood and agreed that the consideration recited herein is the only consideration to accompany this settlement and release and that this document recites all of the terms and conditions of the settlement and release.

Cornelia J. Dodson

Cornelia J. Dodson
401 Main Street
Pearisburg, VA
Respondent

Date: 10-9-07

Richard D. Jones

Richard D. Jones
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Counsel for Respondent

Date: 10/25/07

Sharron Knotts

Sharron Knotts
Executive Director
West Virginia Real Estate Appraiser
Licensing and Certification Board
300 Capitol Street, Suite 400
Charleston, West Virginia 25301
On behalf of the Complainant

Date: 11/1/07

Gregory G. Skinner

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Counsel for Complainant

Date: 11/2/07