

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2011-020 New Hampshire Real Estate Commission v. Michael F. Scanlon
Allegations: RSA 331-A:25-c, I, b (4); RSA 331-A:26, XXVII

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission (“**Commission**”) and Michael F. Scanlon (“the **Respondent**”), a real estate broker currently licensed by the Commission until September 23, 2012, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Respondent Michael Scanlon has been the principal broker of NRT New England LLC dba Coldwell Banker Residential Brokerage (“**NRT**”) since January 2, 2003, and Respondent is responsible for supervising several real estate offices located in New Hampshire and Massachusetts which are licensed by the NH Real Estate Commission. Respondent is based out of the Manchester, New Hampshire office. On June 9, 2009, NRT and the U.S. Environmental Protection Agency (“**US EPA**”) entered into a Consent Agreement related to a complaint brought by the US EPA under the Residential Lead-Based Paint Hazard Reduction Act of 1992.

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The complaint brought by the US EPA related to the timeliness of the execution of lead paint disclosures in a number of transactions, including three transactions from the Dover, New Hampshire office and two transactions from the Manchester, New Hampshire office. Under the Consent Agreement, NRT paid a civil penalty to the US EPA in the amount of \$66,700. Michael Scanlon was not named personally in the US EPA complaint or in the consent decree, and there were no allegations made against him. On July 21, 2011, the Commission filed a complaint based upon the complaint by the US EPA. Respondent replied to this complaint filed by the Commission through his attorney that in each of the transactions the disclosures were signed by the buyers just a few days after the buyers signed their P&S, yet well before closing, that no issues arose with any buyer or seller concerning the disclosures, and that NRT has taken steps to ensure the timeliness of lead paint disclosures.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent and the Commission agree that this matter shall be continued without a finding that there has been a violation, for a period of two years. This matter may be brought forward by the Commission and scheduled for a hearing if it becomes aware within the two year period of a lead paint disclosure violation involving the Respondent. If this matter is not brought forward, then the file shall be closed with no finding.
4. If this matter is closed as described in paragraph 3 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the

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specific allegations described above in Paragraph 1. However, if the matter is brought forward and a violation found, the violation may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations for a period of three (3) years.

5. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
6. Respondent understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
7. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Agreement.
8. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
9. Respondent certifies that he has read this document titled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the

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courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, he waives these rights as they pertain to the misconduct described herein, unless the matter is brought forward under Paragraph 3.

10. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Michael F. Scanlon, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: MAY 15, 2012


Michael F. Scanlon, Respondent

On this 15th day of May A.D. 2012, personally appeared the person who subscribed to the following instrument and acknowledged the same as his voluntary act and deed before me.


Notary Public:
My Commission Expires: 9/3/13

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For the Commission

Dated: June 19, 2012



Beth A. Edes, Executive Director
New Hampshire Real Estate Commission

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