

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2012-001 New Hampshire Real Estate Commission v.
Jocelyn F. Lavoie & Andrew W. White & Christopher J. Masiello

Allegations:

Jocelyn Lavoie: RSA 331-A:15, III, IV; RSA 331-A:16, II;
RSA 331-A:26, XXVI, XXVII; Rea 305.04
Andrew White: RSA 331-A:26, XXVI
Christopher Masiello RSA 331-A:26, XXVI, 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" or "NHREC") and Jocelyn F. Lavoie, Andrew W. White, and Christopher J. Masiello ("the Licensees" or "the Respondents"), real estate brokers currently licensed by the Commission until 3/26/14, 9/1/12, and 2/1/13 respectively, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

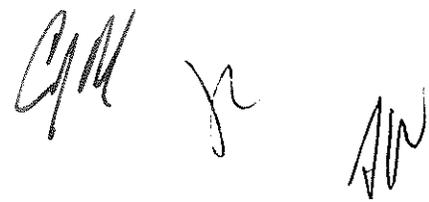
1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondents pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondents would be:

On 1/5/12, the Commission investigator responding to a complaint by Daniel Zorn, went to The Masiello Group real estate branch offices located at 436 Amherst St, Nashua NH and 2 Main St, Hollis NH. Respondent Jocelyn Lavoie was licensed as the managing broker of the



Hollis office; however, she has her own office space at the Nashua office and works full time out of the Nashua office as a client services manager and she didn't even have a key for the unoccupied Hollis office.

Salesperson Frank Destito was licensed at the Hollis office but shares an office space at the Nashua office with Judy Ilomaki and he works out of the Nashua office. The public could be misled to believe that The Masiello Group provides real estate services at the Hollis office, however the two agents are actually operating out of the Nashua office. The wall licenses of Respondent Jocelyn Lavoie, salesperson Frank Destito, and the Hollis branch office were hanging at the Nashua office, and according to the Nashua office branch managing broker, Respondent Andrew White, he was aware that those licenses were hanging at the Nashua branch office rather than at the Hollis branch office. The Commission investigator seized the wall licenses which were hanging at the Nashua office for Jocelyn Lavoie and Frank Destito and the Hollis branch office wall license due to no managing broker onsite at the Hollis office. Respondent Andrew White had a key to the Hollis office and a visit there revealed it to be unoccupied; there were no real estate wall licenses, there was a musty odor inside the office, flaking paint chips around the exterior of the building, and a lack of typical indications that the office was being utilized. The phone number for the Hollis office was answered at the reception desk at the Nashua office. The Commission investigator inquired of the receptionist Melody Houston at the Nashua office whether



Respondent Jocelyn Lavoie and salesperson Frank Destito worked at the Nashua office and she stated that they were both full time agents at the Nashua office. Respondent Christopher Masiello is the principal broker of The Masiello Group.

After the initial visit by the Commission investigator, The Masiello Group assigned Judith Ilomaki as the managing broker at the Hollis office and Frank Destito as the only other Hollis office agent.

On 2/17/12, the NHREC Director Beth Edes had Sheila Haines call the new Hollis office managing broker Judy Ilomaki and it was clear that Judy Ilomaki was working out of the Nashua office.

On 2/28/12 (after the complaint replies had been received at the NHREC), the Commission investigator revisited the Hollis and Nashua offices. An unlicensed Masiello maintenance man Chris Snow was working at the Hollis office and he stated that the office was not open to the public because it was only an Appointment Center and the agents worked out of the Nashua office but they would meet someone at the Hollis office by appointment only; he also stated that the Hollis office phone number forwards to the Nashua office. There were signs pinned to the front and rear doors indicating the Hollis office is an Appointment Center and listed 3 agents and their cell phone numbers only (no office number as required). Cindy Robbins was one of the agents listed but she is licensed out of the Nashua office and her agent profile on The Masiello Group website indicates that she works out of the Nashua office but lists



the Hollis office phone number which forwards into the Nashua office with an extension serviced through the Nashua phone switchboard (she lives in Hollis and has Hollis listings). The Nashua office has all 3 of these agents on their In/Out magnet board with phone extensions from the Nashua office phone switchboard. I spoke to Judy Ilomaki about the appointment center signs, and she said that unbeknownst to her, while she was on vacation Cindy Robbins put the signs on the door in an attempt to help out while Judy Ilomaki was on vacation. Andrew White also said he was unaware that the signs were put on the Hollis office doors, and that he was also well aware that agents' office phone numbers should also accompany their cell phone numbers.

2. The Respondents acknowledge and do not contest the allegations described in Paragraph 1 above.
3. The Respondents consent to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. Each Respondent (Christopher J. Masiello, Jocelyn F. Lavoie, and Andrew W. White) shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) for a total of three-thousand dollars (\$3,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within sixty (60) days of the effective date of this Settlement Agreement; and each Respondent (Christopher J. Masiello, Jocelyn F. Lavoie, and Andrew W. White) shall show proof of full attendance at a 3-hour course about Management covering the proper procedures for maintaining office licenses and proper procedures for broker supervision of licensees in accordance with RSA 331-A (this course is to



be completed by classroom delivery method only and is not to be counted towards Respondents' continuing education requirements; this course will be monitored by a representative of the Commission if the course is not accredited by the New Hampshire Real Estate Commission) within ninety (90) days of the effective date of this Settlement Agreement. In addition to the foregoing discipline, The Masiello Group shall maintain a managing broker in the Hollis, New Hampshire office and that managing broker shall have dedicated work space at the Hollis office and at no other office of The Masiello Group, and any licensees assigned to the Hollis office shall have dedicated work space at the Hollis office and at no other office of The Masiello Group. The managing broker shall assure that all listings advertised on or about the Hollis office shall be kept current and shall comply with the requirements of RSA 331-A:16, IV. The Masiello Group has offered to make physical improvements to the Hollis office to demonstrate its intention to maintain a viable real estate branch office at the Hollis, New Hampshire location. Failure to comply with this disciplinary Settlement Agreement will result in the suspension of the real estate licenses of Respondent Christopher J. Masiello, Jocelyn F. Lavoie, and Andrew W. White until the fines are paid and the course is completed.

4. The Respondents' failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondents have



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.

6. The Respondents voluntarily sign this Settlement Agreement and state that no promises or representations have been made to them other than those terms and conditions expressly stated herein.
7. Respondents understand that their action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondents have had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this Agreement.
9. Respondents understand 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. Respondents specifically waive any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her/his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondents certify that she/he has read this document titled Settlement Agreement. Respondents understand that she/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she/he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her/his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondents fully understand the nature, qualities and



dimensions of these rights. Respondents understand that by signing this Agreement, she/he waives these rights as they pertain to the misconduct described herein.

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

For the Respondents

I, Jocelyn F. Lavoie, Andrew W. White, and Christopher J. Masiello, 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, I 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: 3/29, 2012

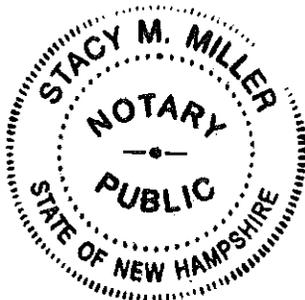
Jocelyn F. Lavoie
Respondent

On this 29th day of March A.D. 20 12 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

[Signature]
Justice of the Peace/Notary Public

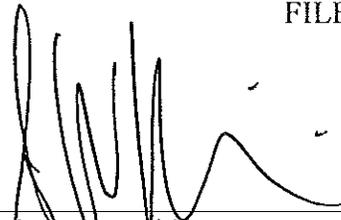
My commission expires:

Dec 8, 2015



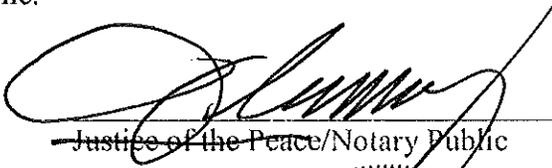
[Signature]

Dated: 3/28, 2012



Andrew W. White
Respondent

On this 28th day of MARCH A.D. 2012
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



Justice of the Peace/Notary Public

My commission expires



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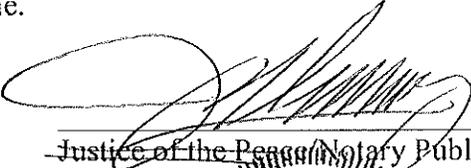
NH REAL ESTATE COMMISSION

Dated: 4/2, 2012



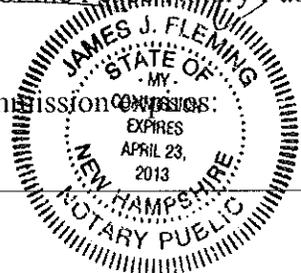
Christopher J. Musiello
Respondent

On this 2nd day of April A.D. 2012
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



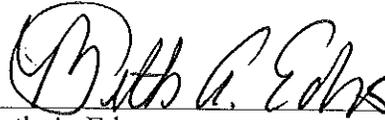
Justice of the Peace/Notary Public

My commission expires



For the Commission

Dated: April 17, 2012



Beth A. Edes
Executive Director
of the NH Real Estate Commission

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NH REAL ESTATE COMMISSION