BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:
File No. 2013-031 NH Real Estate Commission v. James R. Therrien & Marcia D. Gloddy; Re: Complainant of Richard A. Berger & Sandra R. Berger

Allegations: 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 Marcia D. Gloddy ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until March 20, 2015, 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:

   James Therrien entered into a Settlement Agreement with the NH Real Estate Commission acknowledging violations of RSA 331-A:25-b, II, a; RSA 331-A:26, IV; and RSA 331-A:26, XXIX, regarding dishonesty, misrepresentation, and unprofessional conduct in a transaction in which James Therrien was the listing agent. After closing on the property Complainants (the buyers) had reached out to James Therrien's managing broker

Respondent Gloddy. Respondent Gloddy indicates that she was not aware of the situation while the transaction was in process, but only found out when Complainants brought it to her attention after the transaction was over. Respondent Gloddy subsequently sent Complainants an email (10/5/12) in which, among other things, she attempted to apportion some of the responsibility for James Therriens's actions to Complainant's buyer-agent. Respondent Gloddy's response to the formal complaint to the NH Real Estate Commission made no mention of anything she did in a supervisory capacity even though Complainants had brought it to her attention that James Therrien personally resided in the condominium complex and was the treasurer for the association during the time the Association's Board of Directors authorized hiring an attorney to represent the condominium association to argue against the proposed development project across the street from the property which ultimately blocked the scenic view of the salt marsh, James Therrien was at the home inspection and showings discussing the scenic view across the street, and James Therrien advertised the property with scenic marsh views. Respondent Gloddy denies any negligent supervision in the transaction; and after Complainants brought the matter to her attention she immediately spoke to James Therrien who told her that he didn't know that the development project would block the scenic views.

2. The Respondent for purposes of resolving this matter does not contest the allegations described in Paragraph 1 above; and by agreement of Respondent Gloddy and the

Commission, no hearing on the merits of the complaint against Respondent Gloddy occurred, and no finding of any of professional conduct violations were determined.

3. The Respondent consents to the Commission imposing the following, pursuant to RSA 331-A:28, I. Respondent and the Commission agree that this matter shall be continued without a finding that there has been a violation, for a period of one year. This matter may be brought forward by the Commission and scheduled for a hearing if it becomes aware within the one year period of a supervision violation (RSA 331-A:26, XXVII) involving the Respondent. If this matter is not brought forward, then the file shall be closed with no finding. Respondent Gloddy shall show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course E1754 "Management/Supervision – It's a Two Way Street" (this continuing education course is to be completed by classroom delivery method only and is not to be counted towards Respondent's continuing education requirements) within one-hundred and twenty (120) days of the effective date of this Settlement Agreement.
4. The Respondent's 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 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.

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

I, Marcia D. Gloddy, 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: Nov. 25, 2014

Marcia D. Gloddy
Respondent

On this 25th day of November A.D. 20 14 personally appeared the person who subscribe to the following instrument and acknowledged the same as her voluntary act and deed before me.

Justice of the Peace/~~Notary Public~~

My commission expires:

JAMES TRACY EMERICK
Justice of the Peace - New Hampshire
My Commission Expires February 22, 2017

For the Commission

Dated: December 12th, 2014

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