

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2015-035 Diane E. Canelas v. Kim E. Spanos  
License No. 008143

Allegations: Rea 404.02 (c)

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 Kim E. Spanos ("Respondent" or "Ms. Spanos"), a real estate broker license #008143 currently licensed by the Commission until June 20, 2016, 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:

Complainant Diane Canelas worked as a NH salesperson and as an assistant to Respondent Spanos of Spanos Realty, LLC. Complainant Canelas stated in her complaint File No. 2015-035 that her last day of work as both a salesperson and an assistant for Respondent Spanos of Spanos Realty was on July 8, 2015, and on July 16, 2015, Ms. Canelas returned her office key and pocket id to Respondent Spanos. The

Commission did not receive Complainant's wall license and pocket ID until August 5, 2015, after Commission Investigator Corthell called Respondent and requested the Complainant's license be returned to the Commission office on August 4, 2015. Respondent admitted in her response to the Complaint that she failed to return the wall license and pocket id within 5 days of the Complainant's termination, as required by Rea 404.02 (c).

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of two-hundred and fifty dollars (\$250) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within thirty (30) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement by Respondent will result in the suspension of Respondent's real estate license until the fine is paid.
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.

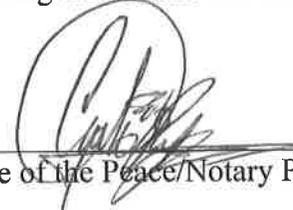
For the Respondent

I, Kim E. Spanos, 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: April 15<sup>th</sup>, 2016

  
\_\_\_\_\_  
Kim E. Spanos  
Respondent

On this 15<sup>th</sup> day of April A.D. 20 16  
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:

\_\_\_\_\_  
Carlos J. Reyes  
Notary Public  
State of New Hampshire  
My Commission Expires  
June 08, 2018

Dated: May 17<sup>th</sup>, 2016

For the Commission

  
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Beth A. Edes  
Real Estate Commission Executive Director