

# NEW HAMPSHIRE REAL ESTATE COMMISSION

## COMMISSION MEETING

MARCH 18, 2014

A meeting of the New Hampshire Real Estate Commission was held on Tuesday, March 18, 2014 at 8:30 a.m. in the Real Estate Commission Conference Room, 64 South Street, Concord, New Hampshire 03301.

- I. Meeting was called to order at 8:33 a.m. by Chairman Daniel Jones.  
Present: Commissioners Daniel Jones, David Dunn, William Barry, Paul Lipnick, and James Therrien.
- II. On motion by Commissioner Therrien, seconded by Commissioner Lipnick, the Commission approved the Minutes of the Commission meeting held on February 18, 2014.

### III. APPOINTMENTS

#### SHOW CAUSE HEARING

8:35 a.m. STEPHEN DEPIETRO appeared before the Commission for a show cause hearing regarding his criminal history record submitted with his application for an original salesperson's license. After review and discussion, the Commission, on motion by Commissioner Therrien, seconded by Commissioner Lipnick, decided to allow Mr. Depietro to apply for his original salesperson's license, contingent upon the Commission receiving a letter from Mr. Depietro's principal broker notifying the Commission that he/she is aware of Mr. Depietro's criminal history record.

#### SHOW CAUSE HEARING

8:44 a.m. CARLY J. HOWIE appeared before the Commission for a show cause hearing regarding her criminal history record disclosed with her application for an original salesperson's license. After review and discussion, the Commission, on motion by Commissioner Therrien, seconded by Commissioner Lipnick, decided to allow Ms. Howie to apply for her original salesperson's license, contingent upon the Commission receiving a letter from Ms. Howie's principal broker notifying the Commission that he/she is aware of Ms. Howie's criminal history record.

8:50 a.m. DAVID LEPAGE appeared before the Commission to request reinstatement of his lapsed real estate salesperson's license pursuant to RSA 331-A:18, II. After review and discussion, the Commission, on motion by Commissioner Barry, seconded by Commissioner Dunn decided to allow Mr. Lepage to reinstate his lapsed salesperson's license based on good cause shown as required by RSA 331-A:18, II, by submitting the following continuing education courses in addition to the 12 hours of required continuing education for renewal: One additional core course, agency course, and 9 hours of elective courses. Commissioner Therrien was opposed to the decision.

9:00 a.m. ATTORNEY MARIA T. DOLDER and JOSEPH BEAUCHEMIN of RE/MAX Synergy appeared before the Commission to discuss a Request for a Declaratory Ruling submitted by Attorney Dolder on what constitutes a telephone number of the brokerage firm for purposes of advertising pursuant to RSA 331-A:16, IV. Attorney Dolder explained that Mr. Beauchemin has multiple firm office telephone numbers and each agent is assigned one of the firm office numbers.

These office numbers are not direct telephone lines to the agent. The agents will advertise the assigned office telephone number in addition to their direct telephone line. When a consumer calls either number they will first hear a recording providing 4 options: press 1 to be connected to the agent directly; press 2 to be connected to the agent's cell phone; press 3 if you are an agent and want to schedule a showing; and press 4 to speak directly to Joe Beauchemin, the principal broker. Attorney Dolder stated that the intent of this phone system is to protect the consumers by making sure the consumer has the option to speak to the principal broker directly before they speak to anyone else. After review and discussion, the Commission determined that as long as the numbers show as firm office numbers, the advertisement will be in compliance with RSA 331-A:16, IV.

9:16 a.m. SIGNE F. PETERSON appeared before the Commission to request reinstatement of her lapsed broker's license pursuant to RSA 331-A:18, II. After review and discussion, the Commission, on motion by Commissioner Therrien, seconded by Commissioner Lipnick, decided to allow Ms. Peterson to reinstate her lapsed license based on good cause.

10:50 a.m. TOM DUFFY, MARK DICKEY and CHRIS NORWOOD of the NH Commercial Investment Board of Realtors (CIBOR) requested 30 minutes to discuss the educational services and courses their members need in order to assist the commercial real estate consumer. Tom Duffy, Chris Norwood, and Mark Dickey discussed the following concerns and challenges that CIBOR is having with submitting new courses for Commission accreditation. Chris Norwood explained that the education committee of CIBOR is made up of volunteers. The process of submitting courses for accreditation has become a much more onerous process for these volunteers. CIBOR used to provide about 21 courses, but now only provide about 13, due to the process involved in submitting courses that will qualify for continuing education credit. Mr. Norwood explained that the Commission's suggested timeframe of nine weeks for submitting new courses for accreditation is too onerous for the volunteers. The CIBOR education committee may have a rough outline within the nine week timeframe, but not the completed outline and course handouts. Mr. Norwood stated that CIBOR has concerns with the lengthy accreditation process and the additional paperwork required for submission requiring a lot more wordsmithing to link the material to the consumer. Mr. Norwood mentioned the concerns with providing introductions and a short break in a course without having to add an additional 10 minutes to the course time. Tom Duffy explained the importance of a Q & A section of a course and felt that the Commission should allow instructors to have more time allotted to questions and answers. Fran West, the Commission's Education Program Assistant explained that the nine week timeframe for the submission of a new course is not an absolute deadline, but it is a guideline to ensure that there is sufficient time to review the course and make a recommendation for approval or disapproval for Commission accreditation., and stated that the Commission made a decision at its September 17, 2013 meeting that 5 minutes per each hour of a course is allowed for breaks without having to extend the length of the course.

11:37 a.m. FILE NO. 2013-030 – Attorney Daniel Corley appeared before the Commission on behalf of his client Kenneth Smith regarding reconsideration of the 40 hour pre-licensing course issued to him as a disciplinary requirement for File No. 2013-030 New Hampshire Real Estate Commission v. Kenneth J. Smith. Attorney Corley request that Kenneth Smith be allowed to

complete an assortment of elective courses in specific topic areas instead of the 40 hour pre-licensing course, and an extension of time to complete the suggested elective courses. After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Therrien, decided to amend its decision and replace the current disciplinary requirement of completion of a 40 hour pre-licensing course with 40 hours of Commission accredited continuing education courses, including the following 12 credit hours of courses, Property Disclosure, Buyer's Representation (includes all forms of Agency), and the Core course, and 28 hours of Commission accredited elective courses of Mr. Smith's choice to be completed by November 1, 2014. Attorney Corley agreed that once the decision is amended, Mr. Smith will withdraw his appeal with the Merrimack Superior Court, Docket No. 217-2014-CV-00015 Ken Smith v. New Hampshire Real Estate Commission. Commissioner Lipnick was opposed to the amended decision. Commissioner Jones was recused from the discussion and decision.

IV. **HEARING 9:32 AM**

FILE NO. 2013-027 NEW HAMPSHIRE REAL ESTATE COMMISSION VS ALAN R. RICE

The following persons were present at the hearing:

Commission: Commissioners Daniel Jones, William Barry, Paul Lipnick and James Therrien.

Evaluator: Commissioner Dunn evaluated the above matter and abstained from participation in the discussion.

Complainant: The NH Real Estate Commission through its Commission Evaluator David Dunn

Attorneys: Pro Se

Respondent: Alan R. Rice

Attorney: Matthew R. Johnson

Witnesses: Michael Caouette

V. **OTHER BUSINESS**

1. The Commission unanimously approved the following date for the April meeting:

April 15, 2014 at 8:30 a.m.

2. CASE EVALUATIONS

(a) FILE NO. 2013-038

Evaluator: Commissioner Therrien

Determination: On motion by Commissioner Dunn, seconded by Commissioner Barry,

the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.

- (b) FILE NO. 2013-044  
Evaluator: Commissioner Jones  
Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination to offer a Settlement Agreement to the Respondent in the alternative to a hearing.
- (c) FILE NO. 2013-045  
Evaluator: Commissioner Lipnick  
Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled. Commissioner Barry abstained from the decision.
- (d) FILE NO. 2013-046  
Evaluator: Commissioner Lipnick  
Determination: On motion by Commissioner Therrien, seconded by Commissioner Dunn, the Commission approved the evaluation commissioner's determination that the matter should be heard, hearing to be scheduled. Commissioner Barry abstained from the decision.
- (e) FILE NO. 2013-047  
Evaluator: Commissioner Barry  
Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.
- (f) FILE NO. 2013-049  
Evaluator: Commissioner Therrien  
Determination: On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.
- (g) FILE NO. 2014-004  
Evaluator: Commissioner Barry  
Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination to offer a Settlement Agreement to the Respondent in the alternative to a hearing.
- (h) FILE NO. 2014-006  
Evaluator: Commissioner Lipnick  
Determination: On motion by Commissioner Therrien, seconded by Commissioner Dunn, the Commission approved the evaluating commissioner's determination to offer a Settlement

Agreement to the Respondent in the alternative to a hearing. Commissioner Barry was opposed to the decision.

(i) FILE NO. 2014-009

Evaluator: Commissioner Jones

Determination: On motion by Commissioner Barry, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination that the matter should be heard, hearing to be scheduled.

3. SETTLEMENT AGREEMENTS

The following Settlement Agreements were approved by the Commission and are attached to the Minutes of this meeting:

- (1) FILE NO. 2013-043 NEW HAMPSHIRE REAL ESTATE COMMISSION VS JUDITH SARAFIAN & CONSTANCE P. DOTO (Agreement for Judith Sarafian)
- (2) FILE NO. 2013-043 NEW HAMPSHIRE REAL ESTATE COMMISSION VS JUDITH SARAFIAN & CONSTANCE P. DOTO (Agreement for Constance Doto)
- (3) FILE NO 2013-039 NEW HAMPSHIRE REAL ESTATE COMMISSION VS DUSTIN M. BURKE, JR. & AMERICAN COMMERCIAL REAL ESTATE LLC
- (4) FILE NO. 2013-020 NEW HAMPSHIRE REAL ESTATE COMMISSION VS MARGHERITA VERANI & VERANI REALTY, INC. DBA: THE PRUDENTIAL VERANI REALTY
- (5) FILE NO. 2014-003 NEW HAMPSHIRE REAL ESTATE COMMISSION VS JEANNETTE N. BANDOUPERES
- (6) FILE NO. 2013-041 NEW HAMPSHIRE REAL ESTATE COMMISSION VS MICHAEL D. KEELER RE: COMPLAINT OF JOSEPH S. HAAS

4. COURSE ACCREDITATIONS AND RE-ACCREDITATIONS

The following continuing education courses were approved for accreditation by the Commission:

ACCREDITED BUYER REPRESENTATIVE (ABR)	6 HOURS
Course Provider: Northwestern Vermont Board of Realtors	
FHA 203K AS A TEAM	3 HOURS
Course Provider: Arthur Gary School of Real Estate	
CFPB QUALIFIED MORTGAGE REGS	2 HOURS

Course Provider: Carol Jordan/Renee Duval  
DEMYSTIFYING APPRAISALS (Internet) 2 HOURS  
Course Provider: McKissock, LP

RENOVATION LENDING FOR RESIDENTIAL REAL ESTATE 3 HOURS  
Course Provider: Regency Mortgage Corporation

The following continuing education course was denied accreditation by the Commission:

A NEW LOOK AT CONTRACT LAW (Internet) 3 HOURS  
Course Provider: McKissock, LP

The following continuing education courses were approved for re-accreditation by the Commission:

BACK TO BASICS-REVISITING FHA 2 HOURS  
Course Provider: Gordon Greco

BOOTCAMP FOR YOUR 1<sup>ST</sup> TIME HOMEBUYER CLIENT 2 HOURS  
Course Provider: Gordon Greco

BUYER ABCs 1 HOUR  
Course Provider: Gordon Greco

UNDERSTANDING CREDIT REPORTING 1 HOUR  
Course Provider: Gordon Greco

ANATOMY OF COMMERCIAL BUILDING (Internet) 3 HOURS  
Course Provider: The CE Shop, Inc.

THE FUNDAMENTALS OF COMMERCIAL REAL ESTATE (Internet) 3 HOURS  
Course Provider: The CE Shop, Inc.

CRS 112 GUIDING THE BUYER IN THE DISTRESSED PROPERTY MARKET 5 HOURS  
Course Provider: Council of Residential Specialists

FORECLOSURES – WHAT LICENSEES NEED TO KNOW 3 HOURS  
Course Provider: Arthur Gary School of Real Estate

WATER QUALITY ISSUES FOR THIS REGION 3 HOURS  
Course Provider: Secondwind Water Systems, Inc.

ENVIRONMENTAL ISSUES IN YOUR REAL ESTATE PRACTICE (Internet) 3 HOURS

Course Provider: Kathy Roosa School of Real Estate FAIR HOUSING (Internet)	3 HOURS
Course Provider: Kathy Roosa School of Real Estate	
REAL ESTATE FINANCE TODAY (Internet)	3 HOURS
Course Provider: Kathy Roosa School of Real Estate	
RED FLAGS PROPERTY INSPECTION GUIDE (Internet)	3 HOURS
Course Provider: Kathy Roosa School of Real Estate	
RISK MANAGEMENT (Internet)	3 HOURS
Course Provider: Kathy Roosa School of Real Estate	
SELLING DISTRESSED PROPERTIES	3 HOURS
Course Provider: Carol Jordan/Renee Duval	
PREPARING THE BUYER FOR THE TRANSACTION	3 HOURS
Course Provider: Roger Turcotte	
AGENCY IN THE TRENCHES	3 HOURS
Course Provider: Monika McGillicuddy	
BROKERAGE RELATIONSHIP DISCLOSURE	3 HOURS
Course Provider: Monika McGillicuddy	
REALTOR PROFESSIONAL GUIDELINES	3 HOURS
Course Provider: Monika McGillicuddy	
KNOW THE FLOW: HOW A CONTRACT BECOMES A CLOSING	3 HOURS
Course Provider: Todd Parker	
FROM CONTRACT TO CLOSING	3 HOURS
Course Provider: Monique Shevlin	
CONDUCTING OPEN HOUSES AND DEVELOPING A SAFETY PLAN (Internet)	1 ½ HOURS
Course Provider: The CE Shop, Inc.	

The following pre-licensing courses were approved for re-accreditation by the Commission:

PRE-LICENSING	40 HOURS
Course Provider: Winn Associates Real Estate Education	

PRE-LICENSING 40 HOURS  
Course Provider: Barry School of Real Estate

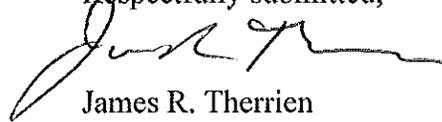
PRE-LICENSING 40 HOURS  
Course Provider: J. David Carmody

VI. **APPOINTMENT OF ALTERNATE COMMISSION MEMBER** On motion by Commissioner Dunn, seconded by Commissioner Lipnick, the Commission, pursuant to RSA 331-A:5, VIII, appointed Nancy LeRoy, as the Alternate Commission Member to evaluate File No. 2013-031 due to the recusal of Commissioners Daniel Jones, David Dunn, William Barry, Paul Lipnick and James Therrien. Commissioner Therrien was recused from the discussion and decision.

VII. **ADJOURNMENT**

On a motion by Commissioner Barry, seconded by Commissioner Therrien, Chairman Daniel Jones adjourned the meeting at 2:05 p.m.

Respectfully submitted,



James R. Therrien  
Clerk

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-043 NH Real Estate Commission v. Judith Sarafian & Constance P. Doto

Allegations: Judith Sarafian                      RSA 331-A:12-a

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 Judith Sarafian ("the Licensee" or "the Respondent Sarafian"), a real estate salesperson currently licensed by the Commission until January 2, 2014, 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 Sarafian's NH real estate salesperson license went inactive on November 29, 2012 when it was sent to the Commission by Respondent Sarafian's previous principal broker Blaise Coco. Respondent Sarafian intended to work for Constance Doto but the request from the new principal broker Constance Doto for Respondent Sarafian's NH real estate salesperson license and \$20 amendment fee was not received by the Commission. This came to the attention of Constance Doto when

Respondent Sarafian was in the process of renewing her NH real estate salesperson license and Constance Doto realized she did not have Respondent Sarafian's NH wall license. Respondent Sarafian's NH real estate salesperson license was activated under Constance Doto on October 15, 2013. Respondent Sarafian had three New Hampshire transactions (MLS # 4218125, 4227269, 4183761) under Connie Doto Realty Group during the time that her NH real estate salesperson license was inactive. Constance Doto is the principal broker of Connie Doto Realty Group, Inc. located in Methuen, Massachusetts.

Respondent's reply to the complaint indicated that it was an oversight when they were transferring both the Massachusetts and New Hampshire licenses, the NH license was delayed because the Commission had not received the wall license from the previous broker and while they were waiting for that to occur the NH amendment form and \$20 fee was not sent to the Commission. They have implemented a computerized tracking system to make sure nothing like this happens again.

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 ninety (90)

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/his 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, Judith Sarafian, 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: 2-14, 2014

Judith Sarafian  
Judith Sarafian  
Respondent

On this 14<sup>th</sup> day of February A.D. 2014  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Deborah A. Iensee  
Justice of the Peace/Notary Public

My commission expires:

DEBORAH A. ISENSEE  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 11, 2019

For the Commission

Dated: March 18, 2014

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

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-043 NH Real Estate Commission v. Judith Sarafian & Constance P. Doto

Allegations: Constance P. Doto      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 Constance P. Doto ("the Licensee" or "the Respondent Doto"), a real estate broker currently licensed by the Commission until January 27, 2014, 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:

Judith Sarafian's NH real estate salesperson license went inactive on November 29, 2012 when it was sent to the Commission by Judith Sarafian's previous principal broker Blaise Coco. Judith Sarafian intended to work for Respondent Doto but the request from the new principal broker Respondent Doto for Judith Sarafian's NH real estate salesperson license along with the \$20 amendment fee was not received by the Commission. This came to the attention of Respondent Doto when Judith

Sarafian was in the process of renewing her NH real estate salesperson license and Respondent Doto realized she did not have Judith Sarafian's NH wall license. Judith Sarafian's NH real estate salesperson license was activated under Respondent Doto almost a year later on October 15, 2013. Judith Sarafian had three New Hampshire transactions (MLS # 4218125, 4227269, 4183761) under Connie Doto Realty Group during the time that her NH real estate salesperson license was inactive. Respondent Doto is the principal broker of Connie Doto Realty Group, Inc. located in Methuen, MA, and has failed to supervise the activities of Judith Sarafian. Respondent's reply to the complaint indicated that it was an oversight when they were transferring both the Massachusetts and New Hampshire licenses, the NH license was delayed because the Commission had not received the wall license from the previous broker and while they were waiting for that to occur the NH amendment form and \$20 fee was not sent to the Commission. They have implemented a computerized tracking system to make sure nothing like this happens again.

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 five-hundred dollars (\$500) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within ninety (90)

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.

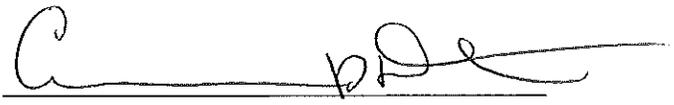
Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present 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

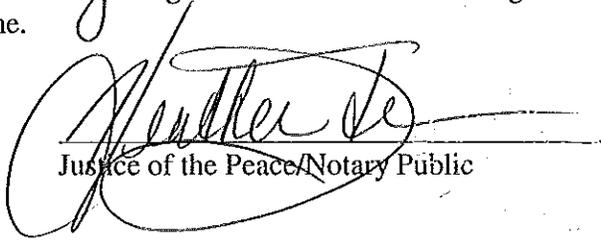
I, Constance P. Doto, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement 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: 2/10, 2014



Constance P. Doto  
Respondent

On this 10<sup>th</sup> day of February, A.D. 20 14  
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:

 **HEATHER STARR**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 20, 2017

For the Commission

Dated: March 18, 2014



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

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-039      NH Real Estate Commission v. Dustin M. Burke, Jr. & American  
Commercial Real Estate, LLC

Allegations:            RSA 331-A:18, IV

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 Dustin M. Burke, Jr. (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until July 28, 2015 and American Commercial Real Estate, LLC (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until July 28, 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:

Dustin M. Burke, Jr.’s New Hampshire real estate principal broker license and American Commercial Real Estate, LLC New Hampshire real estate firm broker license expired on July 28, 2013. On October 2, 2013 they were marketing property located at Port City Place in Greenland NH with

expired NH real estate licenses. Upon receipt of this complaint they took immediate steps and renewed their NH broker and firm broker licenses, effective October 16, 2013.

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. The Respondents Dustin M. Burke, Jr. and American Commercial Real Estate, LLC shall each pay a disciplinary fine in the amount of two-hundred fifty dollars (\$250) with a total amount of five-hundred dollars (\$500) 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 Respondents will result in the suspension of Respondents' real estate licenses until the fine is paid.
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 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 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 their choosing in connection with their 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 their right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondents certify that they have read this document titled Settlement Agreement. Respondents understand that they have the right to a formal adjudicatory hearing concerning this matter and that at said hearing they would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their 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, they waive 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.

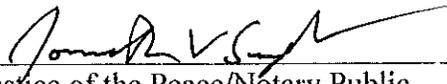
For the Respondents

We, Dustin M. Burke, Jr. and American Commercial Real Estate, LLC, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against us, and, of our 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, we knowingly and freely waive our 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: FEB. 24, 2014

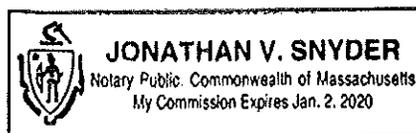
  
\_\_\_\_\_  
Dustin M. Burke, Jr.  
Respondent

On this 24<sup>TH</sup> day of FEBRUARY A.D. 2014  
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:

01/02/2020

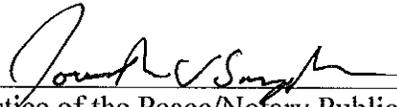


Dated: FEB. 24, 2014



Dustin M. Burke, Jr., President  
American Commercial Real Estate LLC  
Respondent

On this 24<sup>th</sup> day of FEBRUARY A.D. 2014  
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:

01/02/2020

For the Commission



Dated: March 18<sup>th</sup>, 2014



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

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2014-003 NH Real Estate Commission v. Jeannette N. Bandouveres

Allegations:

RSA 331-A:26, I; Rea 401.01 (b, 15); RSA 331-A:10-a, I; Rea 301.01 (b, 15)

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 Jeanette N. Bandouveres (“the Licensee” or “the Respondent”), a real estate salesperson currently licensed by the Commission until May 9, 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:

Respondent Jeanette Bandouveres renewed her NH real estate salesperson license on April 20, 2011, however she answered “No” to question #6: “Have any licenses which you have held to sell real estate been subject to disciplinary action in any state since your last original or renewal application. If yes, attach a letter of explanation disclosing which jurisdictions(s), details of the offense(s), and details of disciplinary action(s).” However, Respondent had entered into a Consent Agreement

with the Maine Real Estate Commission for failing to disclose a conviction on May 8, 1991 for Class D misdemeanor Assault, and Respondent was required to pay a \$200 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on March 10, 2010.

Respondent on her NH original salesperson license application received at the NH Real Estate Commission on May 9, 2005 answered "No" to question #8: "Have you ever been convicted of a misdemeanor or felony offense. If yes, contact the Commission office at (603) 271-2703 for an Arrest and Conviction Form or obtain a copy from the Commission's website at: [www.nh.gov/nhrec](http://www.nh.gov/nhrec)." However, Respondent had been convicted on May 8, 1991 for Class D misdemeanor Assault.

Respondent replied to this complaint that the legal incident in Maine for which she paid a \$150 fine occurred 23 years ago when she was 17 years old and that she hadn't really thought about it since then. Respondent has been licensed in New Hampshire since 2005 and in Maine since 2010, but after the disciplinary action with the Maine Real Estate Commission Respondent indicates that she didn't think to include it on her recent New Hampshire renewal applications because she mistakenly thought it was only applicable to her Maine real estate license.

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) for each violation totaling one-thousand dollars (\$1,000) 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. Failure to comply with this disciplinary Settlement Agreement by Respondent will result in the suspension of Respondent Bandouveres' 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, Jeanette N. Bandouveres, 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: February 26, 2014

Jeanette N. Bandouveres  
Jeanette N. Bandouveres  
Respondent

On this 26 day of February A.D. 2014 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



Barbara Whitten  
Justice of the Peace/Notary Public

My commission expires:

Sept 14, 2016

For the Commission

Dated: March 18<sup>th</sup>, 2014

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



sign the termination. When the Complainant came to the office to see the listing agent, Respondent met with him to discuss the relationship. With the belief that the real estate agency could not meet the demands of the Complainant within the parameter of the Buyer Agency agreement, Respondent terminated the Buyer Agency agreement on behalf of the real estate agency. However, Complainant would not sign the termination agreement and complained that the agency would not prepare an offer of \$1 for a commercial property listed for \$325,000.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the following, in lieu of the Commission conducting a hearing pursuant to RSA 331-A:28, I. Respondent shall show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Professional Standards (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) offered between February 13, 2014 and the date that is within ninety (90) days of the effective date of this Settlement Agreement; for a period of 12 months, Respondent shall have no further allegations asserted against him involving termination of an agency agreement by the agency over the objection of the agency's client. Failure to comply with the terms of this Settlement Agreement by Respondent will result in the matter being scheduled for hearing. Successful completion of the terms of the Settlement Agreement will result in the closure of the case without a finding. If the case is closed without a finding, it

will not be considered by the Commission as a violation or prior disciplinary matter in any future disciplinary matter.

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 disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1.
6. 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.
7. Respondent understands that his action in entering into this Settlement 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 his choosing in connection with his decision to enter into this Settlement Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Settlement 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.
10. 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

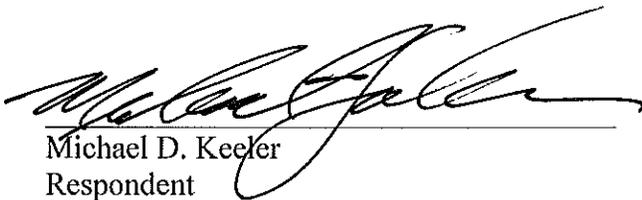
and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, he waives these rights as they pertain to the misconduct described herein.

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

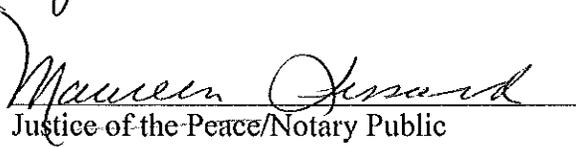
For the Respondent

I, Michael D. Keeler, 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: 2, 28, 2014

  
Michael D. Keeler  
Respondent

On this 28 day of February A.D. 2014  
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: 2/22/17

For the Commission

Dated: March 18<sup>th</sup>, 2014

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

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-020     NH Real Estate Commission v. Margherita Verani & Verani  
Realty, Inc. dba: The Prudential Verani Realty

Allegations:    RSA 331-A:16, I; RSA 331-A:16, II; Rea 301.01 (d); Rea 301.02 (a); RSA  
331-A:26, II; RSA 331-A:26, V; RSA 331-A:26, XXVII; RSA 331-A:26,  
XXIX; RSA 331-A:26, XXXVI

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 Margherita Verani ("the Licensee" or "the Respondent Verani") a real estate principal broker currently licensed by the Commission until January 4, 2015, and Verani Realty, Inc. dba: The Prudential Verani Realty, a real estate firm currently licensed by the Commission until February 12, 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:

Margherita Verani is the principal broker of Verani Realty, Inc. dba: The Prudential Verani Realty, which advertises appointment centers in Milford, Derry, and Barnstead on their website [www.verani.com](http://www.verani.com). The Commission

Investigator Ann Flanagan visited these locations and the Milford and Derry locations had signage and indications that they were appointment centers, and the Barnstead location had signage and indications that it was a branch office with agent Tami Mousseau working there although she was licensed at the Verani Realty Inc. branch office located in Concord, NH. All three of these unlicensed offices have signage visible to the public misrepresenting that they are real estate offices with a presence in those locations. Respondent Verani submitted a branch office application for the Barnstead location on May 28, 2013, designating Tami Mousseau as the managing broker of this location. Respondent Verani has been before the Commission in the past and had been notified that appointment centers and branch offices must be licensed and supervised by a licensed managing broker.

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, pursuant to RSA 331-A:28. The Respondents shall cease and desist operating unlicensed appointment centers and shall license the appointment centers located in Derry and Milford with the Commission as branch offices designating a managing broker for each location within thirty (30) days of the effective date of this Settlement Agreement. Respondents acknowledge that managing brokers designated at the branch office locations have the duty of on-site supervision. Failure to comply with the requirements of this Settlement Agreement will result in the suspension of

Respondents' real estate licenses until the requirements of this Agreement are satisfied.

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 their choosing in connection with their 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 their right to

a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondents certify that they have read this document titled Settlement Agreement.

Respondents understand that they have the right to a formal adjudicatory hearing concerning this matter and that at said hearing they would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their 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, they waive 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

We, Margherita Verani and Verani Realty, Inc. dba: The Prudential Verani Realty, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against us, and, of our 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, we knowingly and freely waive our 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: Jan 21, 2014

Margherita Verani  
Margherita Verani  
Respondent

On this 21st day of January A.D. 20 14  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Carlene Nashony  
Justice of the Peace/Notary Public

My commission expires:

March 10, 2015

Dated: Jan 21, 2014

Margherita Verani  
Margherita Verani, President  
Verani Realty, Inc.  
dba: The Prudential Verani Realty  
Respondent

On this 21st day of January A.D. 20 14  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Carlene Nashony  
Justice of the Peace/Notary Public

My commission expires:

March 10, 2015

For the Commission

SETTLEMENT AGREEMENT

FILE NO. 2013-020

Page 6 of 6

Dated: March 18<sup>th</sup> 2014, 2013



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