

NEW HAMPSHIRE REAL ESTATE COMMISSION

COMMISSION MEETING

MAY 20, 2014

A meeting of the New Hampshire Real Estate Commission was held on Tuesday, May 20, 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 8:31 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 April 15, 2014.

III. APPOINTMENTS

SHOW CAUSE HEARING

8:33 a.m. STEPHEN R. CARROLL appeared before the Commission for a show cause hearing regarding his criminal history record submitted with his application for an original salesperson's license. Mr. Carroll appeared before the Commission at its April 15, 2014 meeting and the Commission tabled its decision and requested Mr. Carroll to submit to the Commission three character references from individuals that can attest to Mr. Carroll's good moral character and trustworthiness. After review and discussion of documentation submitted by Mr. Carroll, the Commission, on motion by Commissioner Therrien, seconded by Commissioner Lipnick, decided to allow Mr. Carroll to apply for his original salesperson's license. Commissioner Barry was opposed to the decision.

SHOW CAUSE HEARING

8:35 a.m. STEVEN D. GRAVES 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 Dunn, seconded by Commissioner Therrien, decided to allow Mr. Graves to apply for his original salesperson's license, contingent upon receipt of a letter from Mr. Graves' principal broker notifying the Commission that he/she is aware of Mr. Graves bad check conviction.

8:50 a.m. RICHARD WEISBERG appeared before the Commission to request reinstatement of his 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 Dunn, decided to allow Mr. Weisberg to reinstate his lapsed broker's license, based on good cause shown as required by RSA 331-A:18, II.

9:00 a.m. NICOLE ALWARD appeared before that 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. Alward to reinstate her lapsed broker's license, based on good cause shown as required by RSA 331-A:18, II.

SHOW CAUSE HEARING

9:10 a.m. GARY N. MARCOTTE, JR. 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. Marcotte to apply for his original salesperson's license in inactive status, and prior to receiving an active license, Mr. Marcotte's principal broker must submit a letter notifying the Commission that he/she is aware of Mr. Marcotte's criminal convictions.

9:27 a.m. – Equivalency Appointment – CHERIE DRISCOLL

Ms. Driscoll appeared before the Commission to request that her real estate experience be approved as sufficient experience pursuant to RSA 331-A:10, II (c) and (g). After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Lipnick, decided to approve Ms. Driscoll's real estate experience as sufficient experience pursuant to RSA 331-A:10, II (c) and (g). Commissioner Therrien and Commissioner Barry were opposed to the decision.

IV. DISCUSSION

CONTINUING EDUCATION COURSE EVALUATIONS – Commissioner Jones brought up a concern received from a licensee regarding course evaluations. A licensee took a course which he received continuing education credit from Maine and New Hampshire. Maine provided course evaluation forms at the end of the course regarding evaluation of the quality of the instructor and course, but NH didn't and the licensee was questioning why NH does not provide evaluation forms. NH only provides a course evaluation form to licensees with the license renewal application and Commissioner Jones had a concern that the time gap between taking a course and renewing a license can be a significant amount of time, and asked the Commission if they felt that evaluation forms should be available to licensees at the end of a course. Commissioner Therrien stated that Maine requires that the evaluation forms be completed before credit is provided to the licensee and in order for the NH Real Estate Commission to receive evaluation forms from licensees after a course is completed, the Commission would need to mandate by administrative rule that licensees complete evaluation forms at the end of a course in order to receive course credit and require the instructor to submit the forms to the Commission. The Commission decided that this requirement should be considered during the next submission of proposed rulemaking.

REASONABLE SUPERVISION – Commissioner Dunn explained to the Commission that the NH Association of Realtors plans to submit a Petition for Declaratory Ruling defining "Reasonable Supervision" to the Commission. Commissioner Dunn stated that he felt it was an important issue and prior to acting on the Petition for Declaratory Ruling, the Commission should send the Petition for Declaratory Ruling on the definition of "Reasonable Supervision" to all principal and managing brokers to receive any written or oral comments. The Commission chose to review the Petition for Declaratory Ruling before acting on Commissioner Dunn's recommendation.

APPOINTMENT OF COMMISSION CHAIRPERSON AND CLERK

CHAIRPERSON – On motion by Commissioner Barry, seconded by Commissioner Dunn, the Commission appointed Commissioner Daniel Jones as the Commission Chairperson.

CLERK – On motion by Commissioner Barry, seconded by Commissioner Dunn, the Commission appointed Commissioner Therrien as the Commission Clerk.

APPOINTMENT OF ALTERNATE COMMISSION MEMBERS:

On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission, pursuant to RSA 331-A:5, VIII, appointed Pauline A. Ikawa, Robert S. Stephen, Arthur H. Slattery as alternate commission members to make a determination on the evaluation of File No. 2013-031 by Alternate Commission Member Nancy LeRoy and any hearing or settlement, if necessary, and the issuance of any Order or Settlement Agreement, due to the recusal of Commissioners Daniel Jones, David Dunn, William Barry, Paul Lipnick, and James Therrien. Commissioner Therrien abstained from the discussion and decision.

DOCKET NO. 2013-030 NEW HAMPSHIRE REAL ESTATE COMMISSION VS KENNETH SMITH – The Commission reissued the Amended Order for Docket No. 2013-030 to include the following: “Commissioner Lipnick was opposed to the amended disciplinary action imposed.” under the section titled, Disciplinary Action.

V. PRE-HEARING CONFERENCE 9:50 AM
FILE NO. 2013-032 NEW HAMPSHIRE REAL ESTATE COMMISSION VS GILDA K. STIGLIANO RE: COMPLAINT OF DONNA J. DOSTIE

The following persons were present at the hearing:

Commission: Commissioners Daniel Jones, David Dunn, Paul Lipnick and James Therrien.

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

Complainant: The NH Real Estate Commission through its Investigator Ann Flanagan

Attorney: Pro Se

Respondent: Gilda K. Stigliano (not present)

Attorney: Matthew R. Johnson, Esquire

VI. HEARING 10:35 AM
FILE NO. 2013-049 NEW HAMPSHIRE REAL ESTATE COMMISSION VS ANDREW F. ARMARTA & PRESTIGE REAL ESTATE, INC. DBA: RE/MAX PRESTIGE

The following persons were present at the hearing:

Commission: Commissioners David Dunn, Daniel Jones, William Barry, and Paul Lipnick.

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

Complainant: The NH Real Estate Commission through its Investigator Ann Flanagan

Attorneys: Pro Se

Respondent: Andrew F. Armarta

Attorney: Pro Se

Witnesses: None

VII. OTHER BUSINESS

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

June 17, 2014 at 8:30 a.m.

2. CASE EVALUATIONS

(a) FILE NO. 2014-020

Evaluator: Commissioner Barry

Determination: On motion by Commissioner Dunn, seconded by Commissioner Therrien, the Commission approved the evaluating commissioner's determination that there were no violations and the matter should not be heard.

(b) FILE NO. 2014-026

Evaluator: Commissioner Lipnick

Determination: On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission approved the evaluation commissioner's determination to offer a Settlement Agreement to the Respondent in the alternative to a hearing.

3. ORDERS

The following Order was issued by the Commission and is attached to the Minutes of this meeting:

DOCKET NO. 2014-009 NEW HAMPSHIRE REAL ESTATE COMMISSION VS JAMES J. FLEMING

4. SETTLEMENT AGREEMENTS

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

- (1) FILE NO. 2014-004 NEW HAMPSHIRE REAL ESTATE COMMISSION VS DAVID J. PERGOLA
- (2) FILE NO. 2013-042 NEW HAMPSHIRE REAL ESTATE COMMISSION VS MARY E. BLIGH & ALAN R. RICE (Settlement Agreement for Mary Bligh)
- (3) FILE NO 2014-022 NEW HAMPSHIRE REAL ESTATE COMMISSION VS CAROL L. LAVIGNE
- (4) FILE NO. 2014-011 NEW HAMPSHIRE REAL ESTATE COMMISSION VS SARAH E. HAYES
- (5) FILE NO. 2014-023 NEW HAMPSHIRE REAL ESTATE COMMISSION VS WILLIAM T. LYDON
- (6) FILE NO. 2014-012 NEW HAMPSHIRE REAL ESTATE COMMISSION VS RALPH A. PAPE
- (7) FILE NO. 2013-044 NEW HAMPSHIRE REAL ESTATE COMMISSION VS ROBERT W. HUGHES
- (8) FILE NO. 2014-019 NEW HAMPSHIRE REAL ESTATE COMMISSION VS DIANE M. FOLEY
- (9) FILE NO. 2014-015 NEW HAMPSHIRE REAL ESTATE COMMISSION VS LELAND A. BOUTWELL
- (10) FILE NO. 2014-024 NEW HAMPSHIRE REAL ESTATE COMMISSION VS SUZANNE V. MELHORN

5. COURSE ACCREDITATIONS AND RE-ACCREDITATIONS

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

STAY OUT OF JAIL: NAVIGATING CONSUMER PROTECTION
STANDARDS FOR COMMERCIAL REAL ESTATE TRANSACTIONS 3 HOURS
Course Provider: NH CIBOR

PURCHASE AND SALE AGREEMENTS: AN IN DEPTH ANALYSIS
AND UNDERSTANDING 2 HOURS
Course Provider: Hudkins Law, PLLC

HOW TO WORK WITH REAL ESTATE INVESTORS – PART 1 (Internet) Course Provider: American School of Real Estate Express	1 ½ HOURS
THE POWER OF EXCHANGE: DISCOVER THE VALUE OF 1031 TAX-DEFERRED EXCHANGES (Internet) Course Provider: American School of Real Estate Express	2 HOURS
CREDIT 101: EVERYTHING YOU NEED TO KNOW ABOUT CONSUMER CREDIT SCORING Course Provider: Pamela Riesenber	1 HOUR
THE MORTGAGE PROCESS: WHAT REALTORS NEED TO KNOW Course Provider: Pamela Riesenber	2 HOURS
SELLING BUSINESSES Course Provider: NH CIBOR	2 HOURS

The following continuing education courses were denied accreditation by the Commission:

PRE-QUALIFYING YOUR BUYER IN TODAY'S MARKET (Internet)
Course Provider: Career Webschool

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

REAL ESTATE INVESTORS AND YOUR BUSINESS Course Provider: The CE Shop, Inc.	1 HOUR
RESIDENTIAL WATER WELLS & DRINKING WATER Course Provider: American Ground Water Trust	3 HOURS
MOLD AND INDOOR ENVIRONMENTS Course Provider: Peniel Environmental	3 HOURS
CRS 111 "SHORT SALES & FORECLOSURES PROTECTING: YOUR CLIENT' INTERESTS" Course Provider: Council of Residential Specialists	3 HOURS
AGENCY RELATIONSHIPS Course Provider: Patricia Kemen	3 HOURS
NH AGENCY Course Provider: Don Turner	3 HOURS

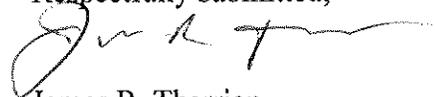
1031 TAX DEFERRED EXCHANGES – BASIC Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
1031 TAX DEFERRED EXCHANGES – ADVANCED Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
DEEDS, DESCRIPTIONS & DUE DILIGENCE Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
WIDEN YOUR VISION WHEN YOU LIST & SELL REAL ESTATE Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
LET’S GET BACK TO BROKERAGE – FACILITATION Course Provider: Kathy Roosa School of Real Estate	2 AND 3 HOURS
TOWN HALL Course Provider: Kathy Roosa School of Real Estate	2 AND 3 HOURS
COMMERCIAL AND INVESTMENT REAL ESTATE (Class & Correspondence) Course Provider: Carl Ripaldi School of Real Estate	3 HOURS
ENVIRONMENTAL ISSUES IN YOUR REAL ESTATE PRACTICE (Internet) Course Provider: Carl Ripaldi School of Real Estate	3 HOURS
INVESTMENT PROPERTY PRACTICES AND MANAGEMENT (Internet) Course Provider: Carl Ripaldi School of Real Estate	3 HOURS
SCAMS, SCOUNDRELS AND REAL ESTATE STINGS (Internet) Course Provider: Carl Ripaldi School of Real Estate	3 HOURS
ETHICAL BEHAVIOR IN THE REAL ESTATE BUSINESS Course Provider: Arthur Gary School of Real Estate	3 HOURS
NEW HAMPSHIRE AGENCY Course Provider: Arthur Gary School of Real Estate	3 HOURS
MULTIPLE OFFERS – THE LICENSEE’S ROLE Course Provider: Arthur Gary School of Real Estate	3 HOURS
OFFERS AND COUNTER OFFERS Course Provider: Arthur Gary School of Real Estate	3 HOURS

TRANSACTION TROUBLESHOOTING Course Provider: Arthur Gary School of Real Estate	3 HOURS
UNDERSTANDING OLDER HOUSING Course Provider: Arthur Gary School of Real Estate	3 HOURS
TEACHING CONSUMERS HOW TO NEGOTIATE Course Provider: Roger Turcotte and Company	3 HOURS

VIII. ADJOURNMENT

On a motion by Commissioner Therrien, seconded by Commissioner Lipnick, Chairman Daniel Jones adjourned the meeting at 12:30 p.m.

Respectfully submitted,



James R. Therrien
Clerk

**Before the
New Hampshire Real Estate Commission
Concord, New Hampshire 03301**

In The Matter Of: **Docket No.: 2014-009**
New Hampshire Real Estate Commission v. James J. Fleming
Accreditation No.: 066133
(Adjudicatory/Disciplinary Proceeding)

FINAL DECISION AND ORDER

Before the New Hampshire Real Estate Commission ("Commission") is an adjudicatory/disciplinary proceeding In the Matter of James J. Fleming ("Respondent Fleming" or "Mr. Fleming"), in Docket Number 2014-009.

Background Information:

Respondent Fleming, a New Hampshire Real Estate Commission accredited continuing education instructor taught an expired course #E1588, "Contracts: Formation, Construction, Interpretation" and issued continuing education credit affidavits to attendants at the course. On February 3, 2014, the Commission's Investigator Ann Flanagan initiated Complaint File No. 2014-009 against Respondent. Subsequent to an investigation, on March 25, 2014, the Commission issued a Notice of Hearing for a hearing scheduled for April 15, 2014.

On Tuesday, April 15, 2014, at 10:04 a.m., the Commission commenced the adjudicatory/disciplinary hearing on Complaint File No. 2014-009. Commission members present¹ were:

David C. Dunn, Commissioner, Presiding Officer
William E. Barry, Commissioner
Paul A. Lipnick, Commissioner

The prosecution was conducted by Ann Flanagan, the Commission's Investigator. Mr. Fleming was pro se.

The following exhibits were introduced into evidence and accepted into the record:

¹ These same Commission members also deliberated and voted on this Final Decision and Order.

- Complainant Investigator Flanagan's Exhibits:
Exhibit #1 - Complaint File 2014-009: pages 1-29.

- Respondent Fleming's Exhibits: None.

Witnesses: Fran M. West

Findings of Fact:

In light of the testimony and exhibits, the Commission finds the following facts:

1. Respondent Fleming was first accredited as a New Hampshire real estate course provider on January 13, 2010. Respondent holds accreditation number 066133.
2. On December 9, 2013, Respondent Fleming taught Course #E1588, "Contracts: Formation, Construction, Interpretation" at the The Masiello Group Limited branch office located at 436 Amherst Street, Nashua, NH, and provided continuing education credit for the course; however, the course's accreditation was not renewed with the Commission and had expired on June 19, 2013.
3. On January 21, 2014, licensee Patricia Sarcione's license renewal application and continuing education affidavits were received at the Commission office which included an affidavit for course #E1588 "Contracts: Formation, Construction, Interpretation" that was taught by Respondent on December 9, 2013. (Ex. 1, pg. 13)
4. After the continuing education credit affidavit for course #E1588 from licensee Patricia Sarcione was rejected by the Commission's licensing database, the Commission's Education Program Assistant Fran West spoke to Ms. Sarcione on January 21, 2014 and requested a copy of the course handouts which she received on December 9, 2013 from the expired course #E1588 "Contracts: Formation, Construction, Interpretation." (Ex. 1, pages 17-22)
5. Fran West spoke to Respondent on January 21, 2014 and Respondent stated that he taught course #E1588 "Contracts: Formation, Construction, Interpretation" on December 9, 2013,

and then later in the discussion stated that it had been course #E1620 "NH Standard Form Purchase and Sales Agreement" that was taught that day, and that he put the wrong course title and number on the students' affidavits, and that the content of the two courses was the same.

6. Respondent stated in his reply to the complaint that he inadvertently used the wrong handout materials from the expired course #E1588 "Contracts: Formation, Construction, Interpretation" instead of the materials from the currently approved course #E1620 "NH Standard Form Purchase and Sales Agreement", and that the course material from the two courses essentially teach the same course, but in a different format. (Ex. 1, pg. 29)

7. Commission Investigator Ann Flanagan contacted David Millett, the managing broker of the Masiello branch office in Nashua, NH, and received a copy of the email sent to Masiello agents showing the December 2013 calendar of course offerings which indicated the course offered for continuing education credit on December 9, 2013 was "P&S and Agency Review by State", which was not an accredited course with the Commission. (Ex. 1, pg. 23)

8. Respondent testified at the hearing that although he is responsible for the course, he does not do the advertising for the course, David Millett or someone else from The Masiello Group does the advertising of courses.

9. Respondent previously appeared before the Commission for teaching an expired course (Commission Meeting Minutes, November 15, 2011). (Ex. 1, pg. 11)

10. Respondent in his reply to the complaint and at the hearing, admitted to the factual allegations of the complaint. (Ex. 1, pg. 29)

11. Respondent testified and stated in his reply to the complaint that because of the administrative work that is required to properly administer the courses that are being taught by him and other instructors in Maine and New Hampshire for the benefit of The Masiello Group real estate agents, Christopher Masiello of the Masiello Group has appointed an administrator to oversee the scheduling of courses, the distribution of materials, and the maintenance of the required course documentation to avoid this error of teaching an expired course. (Ex. 1, pg. 29)

Relevant Law:

RSA 331-A:20 Programs of Study; Preparatory Education; Continuing Education.

V. Any individual, institution, or organization offering a preparatory or continuing education program who commits any of the following acts, conduct, or practices shall, after a hearing under RSA 331-A:30, be subject to disciplinary action as provided in RSA 331-A:28:

(m) Offering or providing a course for credit that has not yet been accredited or whose accreditation has expired.

Rulings of Law:

The Commission makes the following findings by a preponderance of the evidence:

1. Respondent taught expired Course #E1588, "Contracts: Formation, Construction, Interpretation" on December 9, 2013 at The Masiello Group Limited branch office in Nashua, NH and provided continuing education credit for the course in violation of RSA 331-A:20, V (m). (Notice of Hearing, paragraph 5A)

Disciplinary Action:

Based upon the Findings of Facts and Rulings of Law above, the Commission has voted to order the following:

IT IS **ORDERED** that Respondent Fleming 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 (30) days of the effective date of this Order. Failure to comply with this disciplinary Order will result in the suspension of Respondent Fleming's real estate accreditation until the fine is paid.

IT IS **FURTHER ORDERED** that the Respondent's failure to comply with any terms or conditions imposed by this Final Decision and Order shall constitute unprofessional conduct pursuant to RSA 331-A:20, V, (k), and a separate and sufficient basis for further disciplinary action by the Commission against the Respondent.

IT IS **FURTHER ORDERED** that this Final Decision and Order shall become a permanent part of the Respondent's disciplinary file, which is maintained by the Commission as a public document.

IT IS FURTHER ORDERED that if this decision is not appealed within 30 days of the effective date, it shall become final. See RSA 331-A:28, III ("The action of the commission in revoking, suspending, or denying a license or accreditation, or levying a fine, shall be subject to appeal to the superior court at the instance of the licensee or an accredited individual, institution, or organization, within 30 days after the filing of the commission's decision...").

IT IS FURTHER ORDERED that this Final Decision and Order shall take effect as an Order of the Commission on the date the Commission signs it.



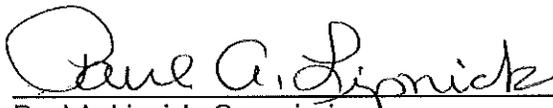
David C. Dunn, Presiding Officer

5/20/2014
Date



William E. Barry, Commissioner

05/20/2014
Date



Paul A. Lipnick, Commissioner

05/20/2014
Date

*\ Daniel S. Jones, Commission member, (case evaluator) recused.
James R. Therrien, Commission member, recused.

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2014-004 NH Real Estate Commission v. David J. Pergola
Allegations: RSA 331-A:26, I; Rea 401.01 (a) (21)

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 David J. Pergola (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until September 8, 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 David Pergola submitted his NH real estate broker license renewal application received at the NH Real Estate Commission on August 8, 2011, however he answered “No” to question #8: “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.”

Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for falsely certifying continuing education

requirements for renewal of his Maine real estate broker license and Respondent was required to pay a \$800 disciplinary fine and submit 6 hours of continuing education; this Consent Agreement was approved by the Maine Real Estate Commission on March 4, 2010.

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 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'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 him other than those terms and conditions expressly stated herein.
7. Respondent understands that his 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 his choosing in connection with his 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 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, David J. Pergola, 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 8th, 2014



David J. Pergola
Respondent

On this 10th day of April A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.



Justice of the Peace/Notary Public

My commission expires:
April 24, 2020

For the Commission

Dated: May 20th, 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. 2013-042 NH Real Estate Commission v. Mary E. Bligh & Alan R. Rice
Allegations: RSA 331-A:16, 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 Mary E. Bligh ("Licensee" or "Respondent"), a real estate broker currently licensed by the Commission until June 19, 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 advertised property located at 861 Union Street Manchester NH (10/1/13 printout) using her direct office phone number (603-836-2652) only and her services as a real estate licensee on her website <http://marybligh.yourkwagent.com> (10/2/13 printout) using her cell phone number (603-533-8369) and her direct number (603-836-2652) without also including and identifying the firm phone number (603-232-8282). Respondent replied to the complaint that her broker constantly instructs

them about advertising compliance, and on 12/5/13 Respondent stated to the Commission Investigator that prior to this complaint she misunderstood that her office direct number did not comply with the requirement to include the firm phone number. Respondent stated that her office provided banners but she didn't have enough for all her signs so she ordered more banners herself. Respondent added a banner containing the firm phone number to the sign after this complaint (the property has sold and the sign is no longer at the property), and she was in the process of ordering new signs to clearly identify the phone numbers and to include "Metropolitan" with the Keller Williams Realty logo. Respondent's website has been changed to include and identify the firm phone number and the regular business name of the firm "Keller Williams Realty Metropolitan".

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, Mary E. Bligh, 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: 5/6, 2014

Mary E. Bligh
Mary E. Bligh
Respondent

On this 6th day of May A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her voluntary act and deed before me.



Debra Levine
Justice of the Peace/Notary Public

My commission expires:

DEBRA LEVINE, Commissioner of Deeds
My Commission Expires February 6, 2018

For the Commission

Dated: May 20th, 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. 2014-022 NH Real Estate Commission v. Carol L. Lavigne
Allegations: RSA 331-A:26, I; Rea 401.01 (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 Carol L. Lavigne ("the Licensee" or "the Respondent"), a real estate salesperson currently licensed by the Commission until February 25, 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 submitted her New Hampshire real estate salesperson license renewal application to the Commission which was received at the Commission office on January 26, 2011, and 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." However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for failing to act in a

reasonably prudent manner in order to protect and promote the interests of her clients by not clarifying in writing what they were agreeing to as terms of their contract with the sellers after learning there was a concern about what was going to be included in the sale, and Respondent was required to pay a \$500 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on May 21, 2009.

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 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'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, Carol L. Lavigne, 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: May 2, _____, 2014

Carol L. Lavigne
Carol L. Lavigne
Respondent

On this 2nd day of May A.D. 2014,
personally appeared the person who subscribe to the following instrument and acknowledged the same as her voluntary act and deed before me.

[Signature]
Justice of the Peace/Notary Public

My commission expires 2/20/18
FREDERICK T. BUSSIÈRE
Notary Public, State of New Hampshire
My Commission Expires February 20, 2018

For the Commission

Dated: May 20th, 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. 2014-011 NH Real Estate Commission v. Sarah E. Hayes
Allegations: RSA 331-A:26, I; Rea 401.01 (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 Sarah E. Hayes ("the Licensee" or "the Respondent"), a real estate salesperson currently licensed by the Commission until June 8, 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 submitted her New Hampshire real estate salesperson license renewal application to the Commission which was received at the Commission office on April 9, 2009, and 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." However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for falsely certifying

continuing education requirements for renewal of her Maine real estate associate broker license and Respondent was required to pay a \$500 disciplinary fine and submit 2 hours of continuing education; this Consent Agreement was approved by the Maine Real Estate Commission on February 4, 2008.

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 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'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

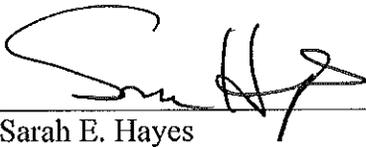
dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.

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

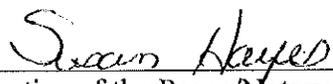
I, Sarah E. Hayes, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement.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



Sarah E. Hayes
Respondent

On this 2nd day of May A.D. 2014 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:
10/30/2015

For the Commission

Dated: May 20th, 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. 2014-023 NH Real Estate Commission v. William T. Lydon
Allegations: RSA 331-A:26, I; Rea 401.01 (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 William T. Lydon (“the Licensee” or “the Respondent”), a real estate salesperson currently licensed by the Commission until October 3, 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 submitted his New Hampshire real estate salesperson license renewal application to the Commission which was received at the Commission office on September 26, 2012, and he 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.” However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for falsely certifying

continuing education requirements for renewal of his Maine real estate associate broker license even though he had completed more than the required 21 hours of course credits he had not taken a course required for renewal "Promoting Public Confidence Core Course", and Respondent was required to pay a \$500 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on September 15, 2011.

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 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'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 him other than those terms and conditions expressly stated herein.
7. Respondent understands that his 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 his choosing in connection with his 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 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, William T. Lydon, 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: May 1, 2014

William T. Lydon
William T. Lydon
Respondent

On this 1st day of May A.D. 20 14
personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.

Cynthia Anne Uhl
Justice of the Peace/Notary Public

My commission expires:

CYNTHIA ANNE UHL
Notary Public, State of New Hampshire
My Commission Expires December 19, 2017

For the Commission

Dated:

May 20th

, 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. 2014-012 NH Real Estate Commission v. Ralph A. Pape
Allegations: RSA 331-A:26, I; Rea 401.01 (a), (21)

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 Ralph A. Pape ("Licensee" or "Respondent"), a real estate broker currently licensed by the Commission until April 27, 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 submitted his New Hampshire real estate broker license renewal application to the Commission which was received at the Commission office on April 27, 2009, and he answered "No" to question #8: "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." However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for providing

brokerage services during a two week time period when his listing agreement with the seller had expired, and Respondent was required to pay a \$1,000 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on March 27, 2008.

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 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'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.

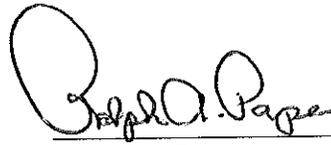
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
7. Respondent understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his 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 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

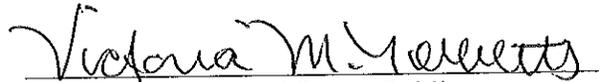
I, Ralph A. Pape, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. 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: 5/8, 2014



Ralph A. Pape
Respondent

On this 8th day of May A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.



Justice of the Peace/Notary Public

My commission expires: ~~VICTORIA M. TIBBETTS~~
NOTARY
STATE OF MAINE
~~COMMISSION EXPIRES 8-19-16~~

For the Commission

Dated: May 20th, 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. 2013-044 NH Real Estate Commission v. Robert W. Hughes

Allegations: RSA 331-A:13, IV; RSA 331-A:26, XXIX; RSA 331-A:26, XXVI

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 Robert W. Hughes ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until October 10, 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 is the principal broker for Spencer-Hughes, Inc. dba: Prudential Spencer-Hughes Real Estate. Jodi Hughes of Spencer-Hughes represented buyers Malcolm & Susan Pease. \$5,000 was deposited into the Prudential Spencer-Hughes escrow account pursuant to a P&S executed on 10/11/13 for 536 Lovell Lake Road Wakefield NH Map 196 Lot 36 and Map 196 Lot 27 to include 2 lots of record. There were emails between the listing agent and buyer agent prior to showing the property concerning

the easement. Respondent mishandled escrow funds by releasing the \$5,000 escrow deposit to the buyer clients without the contemporaneous written authorization of the seller and buyers or otherwise complying with the requirements of RSA 331-A:13. The buyer agent sent the deposit release authorization form to the listing agent but it was not signed by either the seller or the buyers. The Commission Investigator spoke to Cindy Bickford of Spencer-Hughes, and she stated that she has been the financial manager at Spencer-Hughes for 10 years and that when she was told to release the funds to the buyers by the Respondent, she questioned the fact that there was no signed written deposit release authorization form. Ms. Bickford stated that she was told by Respondent to release the funds anyway. In his reply to the complaint, Respondent claims some ignorance about escrow regulations but Respondent does admit that he improperly released the escrow to his buyer clients.

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 one-thousand dollars (\$1,000) 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 him other than those terms and conditions expressly stated herein.
7. Respondent understands that his 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 his choosing in connection with his 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 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, Robert W. Hughes, 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: May 12, 2014

Robert W. Hughes
Robert W. Hughes
Respondent

On this 12th day of May A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.



Gwendolyn M. Jones
Justice of the Peace/Notary Public

My commission expires:

2/28/19

For the Commission

Dated: May 20th, 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. 2014-019 NH Real Estate Commission v. Diane M. Foley
Allegations: RSA 331-A:26, I; Rea 401.01(a), (21)

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 Diane M. Foley ("Licensee" or "Respondent"), a real estate broker currently licensed by the Commission until September 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 submitted her New Hampshire real estate broker license renewal application to the Commission which was received at the Commission office on July 28, 2011, and she answered "No" to question #8: "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." However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for failing to notify the Maine Real Estate Commission within 10



days of the date of conviction, and Respondent was required to pay a \$200 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on October 21, 2010. Respondent made the appropriate timely disclosure regarding the conviction on her NH real estate broker license renewal application received at the NH Real Estate Commission on September 9, 2009.

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 acknowledges that she should have answered "yes" rather than "no" to question #8 on her NH real estate broker license renewal application: "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." Respondent acknowledges her non-compliance and agrees that it will not happen again in the future.
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

A handwritten signature in cursive script, appearing to read "A. M. F.", is located in the bottom right corner of the page.

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

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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, Diane M. Foley, 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: May 12, 2014

Diane M. Foley
Diane M. Foley
Respondent

On this 12th day of May A.D. 2014 personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.

Deborah A. Delaney
Justice of the Peace/Notary Public

My commission expires:

DEBORAH A. DELANEY, Notary Public
My Commission Expires September 9, 2014

For the Commission

Dated: May 20th, 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. 2014-015 NH Real Estate Commission v. Leland A. Boutwell
Allegations: RSA 331-A:26, I; Rea 401.01 (a), (21)

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 Leland A. Boutwell (“Licensee” or “Respondent”), a real estate broker currently licensed by the Commission until April 19, 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:

Respondent submitted his New Hampshire real estate broker license renewal application to the Commission which was received at the Commission office on April 16, 2010, and he answered “No” to question #8: “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.” However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for falsely certifying

continuing education requirements for renewal of his Maine real estate broker license and Respondent was required to pay a \$500 disciplinary fine; this Consent Agreement was approved by the Maine Real Estate Commission on March 18, 2009.

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 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'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 him other than those terms and conditions expressly stated herein.
7. Respondent understands that his 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 his choosing in connection with his 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 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

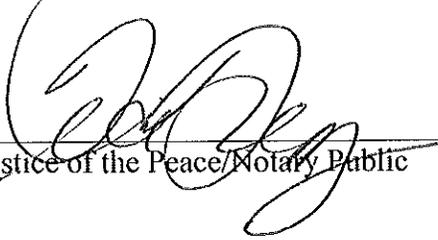
I, Leland A. Boutwell, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement 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: MAY 12, 2014



Leland A. Boutwell
Respondent

On this 12th day of May A.D. 20 14 personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.



Justice of the Peace/Notary Public

My commission expires:

TRICIA A FINNEGAN
Notary Public, State of New Hampshire
My Commission Expires Aug. 10, 2016

For the Commission

Dated: May 20th, 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. 2014-024 NH Real Estate Commission v. Suzanne V. Melhorn
Allegations: RSA 331-A:26, I; Rea 401.01 (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 Suzanne V. Melhorn (“the Licensee” or “the Respondent”), a real estate salesperson currently licensed by the Commission until March 30, 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 submitted her New Hampshire real estate salesperson license renewal application to the Commission received at the Commission office on March 1, 2011, and 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.”

However, Respondent had entered into a Consent Agreement with the Maine Real Estate Commission for falsely certifying continuing education

requirements for renewal of her Maine real estate associate broker license and Respondent was required to pay a \$600 disciplinary fine and submit 3 hours of continuing education; this Consent Agreement was approved by the Maine Real Estate Commission on September 17, 2009.

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 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'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, Suzanne V. Melhorn, 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: May 12, 2014 Suzanne V. Melhorn
Suzanne V. Melhorn
Respondent

On this 12th day of May A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her voluntary act and deed before me.



Sarah E. Boulanger
Justice of the Peace/Notary Public

My commission expires:
September 9th, 2014

For the Commission

Dated: _____

May 20th

, 2014

Beth A. Edes

Beth A. Edes

Executive Director

of the NH Real Estate Commission