

NEW HAMPSHIRE REAL ESTATE COMMISSION

COMMISSION MEETING

NOVEMBER 18, 2014

A meeting of the New Hampshire Real Estate Commission was held on Tuesday, November 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 8:32 a.m. by Chairman Daniel Jones.
Present: Commissioners Daniel Jones, David Dunn, William Barry, and Paul Lipnick.
- II. On motion by Commissioner Dunn, seconded by Commissioner Barry, the Commission approved the Minutes of the Commission meeting held on October 21, 2014.

III. APPOINTMENTS

8:35 a.m. ANDREW SMITH requested a Commission clarification on whether he is permitted under RSA 331-A:16, II, as the principal broker of Peabody & Smith, Inc., to manage his firm location in Franconia and be the managing broker of his firm branch location in Littleton, and have his managing broker of the Plymouth branch office also be the managing broker of the Holderness branch office. Mr. Smith explained that the office locations are within 5 miles of each other and there is a small number of licensees at each branch office, and that he would be at both the Franconia and Littleton location often, and the managing broker of the Plymouth office would be at both the Plymouth and Holderness offices frequently. After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Barry decided that RSA 331-A:16, II, did not prohibit Mr. Smith from having the same broker manage two offices, as long as the broker can provide on-site supervision to the licensees located at each office.

8:50 a.m. Show Cause Hearing - MATTHEW P. PAVONE 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 Barry, decided to table its decision and requested Mr. Pavone to obtain and submit his criminal record from the state of Utah to the Commission and appear before the Commission to discuss his criminal history record and his request for an original salesperson's license.

9:04 a.m. Equivalency Appointment -- ASHLEY E. ARBORGAST

Ms. Arborgast appeared before the Commission to request that her experience in real estate 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 Barry, denied Ms. Arborgast's real estate transactions submitted due to her failure to demonstrate at least 50% brokerage involvement in the transactions.

11:06 a.m. ATTORNEY DANIEL CORLEY appeared before the Commission on behalf of Kenneth Smith to request a 60 to 90 day extension for Mr. Smith to comply with the 40 hour disciplinary education requirement issued to him by Order for Docket No. 2013-030 New Hampshire Real Estate Commission v. Kenneth J. Smith which was to be submitted to the

Commission by November 1, 2014. Mr. Smith submitted proof of completion of 18 hours of accredited course credit hours, including the 9 hours of courses which were required by the Amended Order for Docket No. 2013-030 issued on April 17, 2014, and 14 hours of courses that are not currently accredited with the Commission. After review and discussion, the Commission, on motion by Commissioner Barry, seconded by Commissioner Dunn, decided that Kenneth Smith's license will be suspended until all of the education required by the Amended Order for Docket No. 2013-030 are completed and submitted to the Commission, and if the education requirements are not satisfied within 90 days, Mr. Smith's license will be revoked. Commissioner Dunn was opposed to the decision.

FILE NOS. 2013-037 & 2014-008 – Attorney Jason Bielagus submitted a Motion to Dismiss on behalf of his client Tiffani L. Frisella for File Nos. 2013-037 & 2014-008 New Hampshire Real Estate Commission v. Tiffani L. Frisella Re: Complaints of Dianne L. Shakra and Anita & William Becker. After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Barry denied the motion to dismiss.

WILLIAM T. LYDON submitted a partial payment of \$300 of the \$500 disciplinary fine which was due on July 20, 2014 for File No. 2014-023 New Hampshire Real Estate Commission v. William T. Lydon with a request to the Commission to pay the remaining amount of \$200 by December 22, 2014. After review and discussion, the Commission, on motion by Commissioner Barry, seconded by Commissioner Lipnick, decided to allow Mr. Lydon the extension to pay the remaining amount of \$200 of a disciplinary fine issued to him through File No. 2014-023 until December 22, 2014. Mr. Lydon to be so notified.

FILE NO. 2013-025 – Attorney Matthew Johnson, on behalf of Respondents Glen Kunofsky, Edward C. Otocka, and Juson J. Kauffman, submitted a Motion to Continue a hearing currently scheduled for File No. 2013-025 New Hampshire Real Estate Commission v. Glen Kunofsky & Edward C. Otocka & Judson J. Kauffman & Todd R. Tremblay for December 16, 2014. After review and discussion, the Commission, on motion by Commissioner Jones, seconded by Commissioner Lipnick, the Commission granted the Motion to Continue until January 20, 2015. Attorney Johnson to be so notified.

DISTANCE EDUCATION COURSES – After review and discussion, the Commission, on motion by Commissioner Dunn, seconded by Commissioner Lipnick, decided that any course submitted for accreditation by delivery method other than classroom delivery shall be required to have a clock hour enforcement mechanism within the distance education course by January 1, 2016.

IV. **HEARING 9:36 AM**

FILE NO. 2013-035 NEW HAMPSHIRE REAL ESTATE COMMISSION VS GEORGE N. SANDERS DBA: ABSOLUTE REALTY

The following persons were present at the hearing:

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

Evaluator: Commissioner Jones 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: George N. Sanders

Attorney: Pro Se

Witnesses: None

V. **OTHER BUSINESS**

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

December 16, 2014 at 8:30 a.m.

2. CASE EVALUATIONS

(a) FILE NO. 2014-053

Evaluator: Commissioner Barry

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

(b) FILE NO. 2014-047

Evaluator: Commissioner Jones

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

(c) FILE NO. 2014-052

Evaluator: Commissioner Jones

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

(d) FILE NO. 2014-051

Evaluator: Commissioner Barry

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

(e) FILE NO. 2014-040

Evaluator: Commissioner Barry

Determination: On motion by Commissioner Dunn, seconded by Commissioner Lipnick, the Commission approved the evaluating commissioner's determination that there were no violations, should not be heard, but requiring a letter be sent to the Respondent .

(f) FILE NO. 2014-054

Evaluator: Commissioner Lipnick

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

3. SETTLEMENT AGREEMENTS

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

- (1) FILE NO. 2014-029 NEW HAMPSHIRE REAL ESTATE COMMISSION VS PETER H. HICKEY
- (2) FILE NO. 2014-031 NEW HAMPSHIRE REAL ESTATE COMMISSION VS EDWARD A. LUCIER
- (3) FILE NO. 2013-047 PAUL GABRIEL VS KATHRYNE B. STEARNS

4. COURSE ACCREDITATIONS AND RE-ACCREDITATIONS

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

MANAGING YOUR RISK IN REAL ESTATE	3 HOURS
Course Provider: Coldwell Banker Residential Brokerage	
HIT THE GROUND RUNNING WHEN YOU LIST & SELL REAL ESTATE	3 HOURS
Course Provider: Coldwell Banker Residential Brokerage	
REALTOR SAFETY	3 HOURS
Course Provider: Coldwell Banker Residential Brokerage	

UNDERSTANDING THE NATURE, PREVALANCE AND RESOLUTION OF TITLE PROBLEMS AND DEFECTS “WE HATE DELAY, LET’S GET THIS DEAL CLOSED” Course Provider: Jonathan D. Weidman	1 HOUR
VIRTUAL BROKERAGE: HOW TO DO IT V1.0 (Internet) Course Provider: Dearborn Real Estate Education (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
The following continuing education courses were approved for re-accreditation by the Commission:	
CLOSINGS AND CONVEYANCES Course Provider: John F. Bielagus	3 HOURS
THE A-Z’S OF FHA LOANS Course Provider: Arthur Gary School of Real Estate	3 HOURS
THE A-Z’S OF VA LOANS Course Provider: Arthur Gary School of Real Estate	3 HOURS
WHAT EVERY REAL ESTATE AGENT SHOULD KNOW ABOUT TODAY’S FINANCING Course Provider: Arthur Gary School of Real Estate	3 HOURS
BUSINESS MODELS AND THE REAL ESTATE CONSUMER Course Provider: Arthur Gary School of Real Estate	3 HOURS
FEDERAL LEAD PAINT DISCLOSURE IS MORE THAN JUST THE FORM & BOOKLET Course Provider: Arthur Gary School of Real Estate	3 HOURS
MANAGING YOUR RISK IN REAL ESTATE Course Provider: Arthur Gary School of Real Estate	3 HOURS
ADVERTISING AND TECHNOLOGY IN REAL ESTATE Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
FAIR HOUSING Course Provider: Coldwell Banker Residential Brokerage	3 HOURS

HELP YOUR CLIENT BECOME A LANDLORD Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
FEDERAL LEAD PAINT DISCLOSURE IS MORE THAN JUST THE FORM & BOOKLET Course Provider: Coldwell Banker Residential Brokerage	3 HOURS
CODE OF ETHICS Course Provider: Monika McGillicuddy	3 HOURS
BASICS OF GUIDING CLIENTS THROUGH FORECLOSURE, REO & SHORT SALES Course Provider: Accredited Real Estate Academy	1 HOUR
BASICS OF RESIDENTIAL TITLE EXAMINATIONS Course Provider: Accredited Real Estate Academy	1 HOUR
BASICS OF RESIDENTIAL TITLE INSURANCE Course Provider: Accredited Real Estate Academy	1 HOUR
GUIDING SELLERS THROUGH SHORT SALES Course Provider: Accredited Real Estate Academy	1 HOUR
PROCESSING & CLOSING RESIDENTIAL REAL ESTATE Course Provider: Accredited Real Estate Academy	1 HOUR
UNDERSTANDING THE NEW GFE AND HUD-1 Course Provider: Accredited Real Estate Academy	1 HOUR
THE PURCHASE AND SALES AGREEMENT: WHAT BUYER & SELLER NEED TO KNOW! Course Provider: Accredited Real Estate Academy	2 HOURS
CLOSINGS THAT SHOULD HAVE CLOSED BUT DIDN'T Course Provider: Accredited Real Estate Academy	2 HOURS
WHAT REAL ESTATE PROFESSIONALS NEED TO KNOW ABOUT FHA (Internet) Course Provider: McKissock, LP (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	1 HOUR

MORTGAGES, LOANS AND LAWS – HOW THEY HELP YOUR CLIENT (Internet) Course Provider: McKissock, LP (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	1 HOUR
COMMERCIAL REAL ESTATE: FROM THE BEGINNING Course Provider: McKissock, LP (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
PROPERTY MANAGEMENT & MANAGING RISK (Class & Correspondence) Course Provider: Caron's Gateway School of Real Estate	3 HOURS
CORE Course Provider: Don Turner	3 HOURS
RESIDENTIAL CONSTRUCTION CERTIFIED (Internet) Course Provider: Dennis Walsh and Associates, Inc. (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
CERTIFIED NEW HOME SPECIALIST (Internet) Course Provider: Dennis Walsh and Associates, Inc. (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
The following continuing education courses were approved for accreditation by the Commission upon appropriate review by the Executive Director:	
ENVIRONMENTAL HAZARD DISCLOSURE (Internet) Course Provider: Career Webschool (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
CORE (Internet) Course Provider: McKissock, LP (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS
CORE (Internet) Course Provider: The CE Shop (Course accreditation is contingent upon the course provider turning on the clock hour enforcement mechanism)	3 HOURS

enforcement mechanism)

PROTECTION AND PROFESSIONALISM/HOW PROFESSIONALISM AND THE CODE
OF ETHICS SERVES AND PROTECTS THE REAL ESTATE CONSUMER 3 HOURS
Course Provider: NH Association of Realtors

REAL ESTATE TAXES: WHAT EVERY AGENT SHOULD KNOW V6.0 3 HOURS
(Internet)
Course Provider: Dearborn Real Estate Education
(Course accreditation is contingent upon the course provider turning on the clock hour
enforcement mechanism)

EVERYDAY ETHICS IN REAL ESTATE V1.0 (Internet) 3 HOURS
Course Provider: Dearborn Real Estate Education
(Course accreditation is contingent upon the course provider turning on the clock hour
enforcement mechanism)

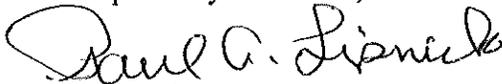
LEAD PAINT COURSE 2 HOURS
Course Provider: ABC Real Estate Training Institute

SEPTIC SYSTEM COURSE 2 HOURS
Course Provider: ABC Real Estate Training Institute

CONDUCTING OPEN HOUSES AND DEVELOPING A SAFETY PLAN 2 HOURS
Course Provider: ABC Real Estate Training Institute

VI. ADJOURNMENT

On a motion by Commissioner Barry, seconded by Commissioner Lipnick, Chairman Daniel Jones
adjourned the meeting at 3:00 p.m.

Respectfully submitted,

Paul A. Lipnick
Clerk

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2014-029 New Hampshire Real Estate Commission v. Peter H. Hickey
Allegations: Rea 301.04 (b)

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 Peter H. Hickey (“the Licensee” or “the Respondent”), a real estate broker currently licensed by the Commission until July 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 had failed to make good on check #1403 dated December 23, 2013 in the amount of \$170 rendered as payment for his NH real estate broker license renewal and late fee, which his bank marked “Not Sufficient Funds”, nor had Respondent paid the additional assessment fees required by the State of New Hampshire for the dishonored check (total amount due \$203). New Hampshire Real Estate Commission staff made

numerous attempts to contact the Respondent in efforts to obtain compliance. Subsequent to this complaint Respondent has paid in full.

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 his 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 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.

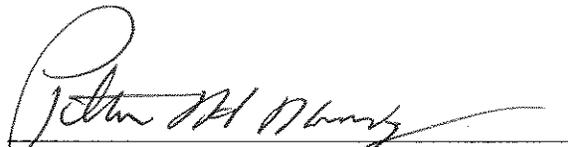
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the 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

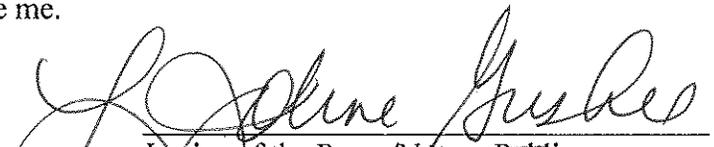
I, Peter H. Hickey, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being

knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: Nov 4, 2014


Peter H. Hickey
Respondent

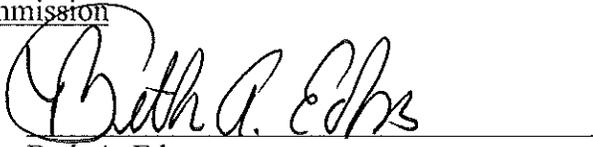
On this _____ day of _____ A.D. 20____ personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.


Justice of the Peace/Notary Public
L. Joline Gushes

My commission expires:
7-11-17.

For the Commission

Dated: 11/18, 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. 2014-031 NH Real Estate Commission v. Edward A. Lucier
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 Edward A. Lucier ("the Licensee" or "the Respondent"), a real estate broker currently expired since August 14, 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 NH real estate broker license renewal application to the Commission which was received at the Commission office on July 7, 2004, 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 Stipulation & Consent Order with the Vermont Real Estate Commission and Respondent received a

warning from the Vermont Real Estate Commission; this Stipulation & Consent Order was approved by the Vermont Real Estate Commission on January 22, 2004.

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, pursuant to RSA 331-A:28. The Respondent acknowledges that he should have answered “yes” rather than “no” to question #8 on his 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” regarding the warning he received from the Vermont Real Estate Commission. Respondent acknowledges his 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 which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.

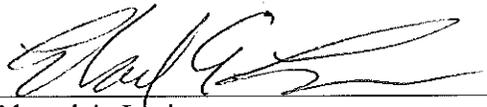
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
7. Respondent understands that his action in entering into this agreement is a final act and not subject to 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, Edward A. Lucier, 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: 11/6, 2014


Edward A. Lucier
Respondent

On this 6th day of November 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:

Christine Parenteau
Notary Public • State Of Maine
~~My Commission Expires September 18, 2020~~

Dated: 11/18, 2014

For the Commission



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. 2013-047 Paul Gabriel v. Kathryn B. Stearns
Allegations: RSA 331-A:25-b, I, b; RSA 331-A:26, IV, RSA 331-A:V

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 Kathryn B. Stearns ("the Licensee" or "the Respondent"), a real estate salesperson currently licensed by the Commission until May 7, 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:

Complainant and his wife (sellers) entered into a Purchase & Sales Agreement ("P&S") with buyers on April 3, 2013. They had previously signed a Purchase and Sales Agreement with the same buyers but had backed out of that transaction. When the sellers reached out to Respondent to explore whether the buyers remained interested in the property, Respondent was able to obtain another offer from the buyers (who were represented by a buyer agent), which was the same as the

previous offer the sellers had agreed to but then backed out of. The sellers backed out of the April 3 P&S again and subsequently agreed with the buyers to return the buyers' deposit and pay \$2,500 damages to the buyers (April 22, 2013 Release Agreement). The corporate office of Respondent's real estate agency decided to sue Complainant for its commission which it also had to split with the buyer-agent's real estate office. Complainant alleges that Respondent discouraged them from seeking legal advice prior to signing the P&S. The Complainant's wife wrote an email to Respondent on April 2, prior to signing the P&S, indicating that they did not want to incur any further expenses following the inspection, they would not lower the price, and they wanted to sell the property "as is," and also indicated "I am also concerned that we should have the offer reviewed by an attorney as in most states do". Respondent, who was in Florida on vacation, sought guidance from her managing broker Peter Schwartz and based on that guidance she responded by email April 3 indicating that the Gabriels could consult counsel if they wanted and giving them practical advice on how to handle the inspection concern. Based on prior communications with the Gabriels about the standard form, she wrote "I have been in this business a long time and no buyer, even purchasing a 1.7M home I have EVER worked with has had an attorney look over an offer. Attorneys of the State of NH prepared our offer forms but you may spend your money however you see fit." The State of New Hampshire does not prepare the Association of Realtors forms Respondent

is referencing. There was no communication about the possibility of a “suitable housing” contingency. Complainant and his wife subsequently signed the P&S on the same day they received the email from Respondent on April 3, 2013.

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; and show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Ethics (this continuing education course is to be completed by classroom delivery method only and is not to be counted towards Respondent’s continuing education requirements) within 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 and the course is completed.
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 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 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, Kathryn B. Stearns, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: Nov. 14, 2014

Kathryn B. Stearns
Kathryne B. Stearns
Respondent

On this 14th day of November 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.



Deborah H. Wunsch
Justice of the Peace/Notary Public

My commission expires:

DEBORAH L. H. WUNSCH, Notary Public
My Commission Expires January 13, 2015

For the Commission

Dated: 11/18, 2014



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