

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

RECEIVED

JUN 1 2020

STATE OF NH  
OPLC TECH

In the Matter of:

**Gail Childs**  
**File No 2019-063**

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 Gail Childs ("Respondent"), an associate broker currently licensed in the State of New Hampshire, 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 NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31, V, and if such proceeding were commenced, the allegations against the Respondent would be:

2. Respondent, a licensed associate broker, failed to provide reasonable supervision to an unlicensed staff member affiliated with the Respondent and under Respondent's supervision resulting in a violation of NH RSA 331-A:26, XXVII.

Amount 250

Check # 1755

Amount 250

Check # 1051

3. Respondent acknowledges that this conduct set forth in paragraph 2 constitutes grounds for the Commission to impose disciplinary sanctions against Respondent pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and New Hampshire Real Estate rules and regulations.

WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A: 28. I:

- A. 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 thirty - (30) days of the effective date of this Settlement Agreement.
- B. The Respondent shall attend a 3- credit hour commission approved Ethics course which may be taken on-line, within 90 days of the effective date of this agreement. The three credit hours shall be in addition to the hours required by the Commission for renewal of licensure. Within fifteen- (15) days of completing these hours, Respondent shall notify the Commission and provide the original certificate of completion.
- C. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall institute unprofessional conduct and shall

serve as a separate and sufficient basis for further disciplinary action by the Commission.

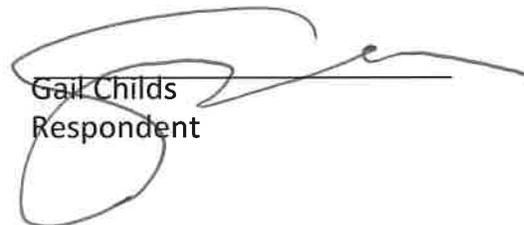
- D. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above. However, the Commission may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
- E. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
- F. Respondent voluntarily enters into and 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.
- G. The Commission agrees that in return for Respondent executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- H. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

- I. 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 *Settlement Agreement*.
- J. Respondent understands that the Commission must review and accept the terms of this *Settlement Agreement*. If the Commission rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this *Settlement Agreement* has prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
- K. 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 right 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, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Commission on the date it is signed by an authorized representative of the Commission.

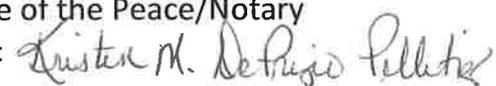
**FOR RESPONDENT**

I, Gail Childs, have reviewed the foregoing 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, Gail Childs knowingly and freely waives the 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: 5/21, 2020

  
Gail Childs  
Respondent

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

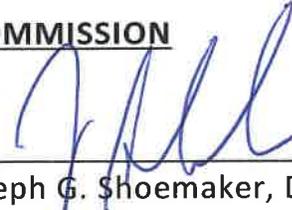
Justice of the Peace/Notary  
Public 

My commission expires: 1/21/2021  
157.0006427

KRISTEN M DEPRIZIO PELLETIER  
Notary Public  
VERMONT

**FOR THE COMMISSION**

Dated: 6/3/20, 2020

  
\_\_\_\_\_  
Joseph G. Shoemaker, Director  
Division of Technical Professions  
NH Office of Professional Licensure and  
Certification Authorized Representative of the  
NH Real Estate Commission