

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 12<sup>th</sup> 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 20<sup>th</sup>, 2014

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