

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2015-023 NH Real Estate Commission v. Rex O. Gray & Philip D. Carter

Allegations: Philip Drew Carter RSA 331-A:16, IV (a)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission (“Commission”) and Phillip Drew Carter (“Respondent Carter”), a real estate salesperson currently licensed by the Commission until May 29, 2018, 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 Carter advertised New Hampshire properties and his services as a real estate licensee without using his legal name or a reasonable derivative thereof. Philip D. Carter was using the name Drew Carter in all of his real estate transactions, business documents and advertising at the time of the allegations of Complaint File No. 2015-023. Respondent Carter is licensed and was licensed at the time of the allegations as Philip Drew Carter.

2. Respondent Carter acknowledges and does not contest the allegations described in Paragraph 1 above.
3. Respondent Carter consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. Respondent Carter 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 Carter will result in the suspension of Respondent Carter's real estate license until the fine is paid.
4. Respondent Carter'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 Respondent Carter 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. Respondent Carter 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 Carter 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 Carter 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 Carter 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 Carter 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 Carter certifies that he has read this document titled Settlement Agreement. Respondent Carter 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 Carter fully understands the nature, qualities and dimensions of these rights. Respondent Carter 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.

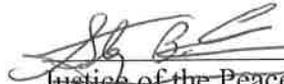
For the Respondent

I, Philip D. Carter, 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: Sept. 23, 2016

  
Philip D. Carter  
Respondent

On this 23 day of September A.D. 2016  
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:

November 12, 2019

For the Commission

Dated: October 18<sup>th</sup>, 2016



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