

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: Rex O. Gray RSA 331-A:26, IX  
RSA 331-A:26, XXVII  
RSA 331-A:26, XXXV  
Rea 301.01(c)  
Rea 305.02

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 Rex O. Gray (“the Respondent” or “Respondent Gray”), a real estate salesperson currently licensed by the Commission until April 14, 2017, 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 Gray failed upon demand, to disclose information within the licensee’s knowledge, or to produce any document, book or record in the licensee’s possession for inspection of and copying by the commission or its authorized representatives acting under authority of law. The Commission Investigator requested documents relating to a property

in Windsor, NH on 4/24/2015. After numerous follow-ups by the Commission Investigator, Respondent Gray provided some documents on 5/21/2015. The Commission provided the statutes requiring all documents and had to follow up on 9/29/2015 for additional documents including the P&S submitted by Daniel Dubowik.

Respondent Gray as a principal broker, failed to exercise reasonable supervision over the activities of licensee Philip D. Carter by allowing Respondent Carter to practice real estate under the name "Drew Carter" instead of Philip D. Carter. Philip D. Carter is the name that Respondent Carter has been licensed under, and Drew Carter is a not a reasonable derivative of Philip D. Carter.

Respondent Gray failed to produce any document, book or record, in the licensee's possession or under the licensee's control, concerning any real estate transaction under investigation by the commission for inspection and copying. Respondent Gray's reply to Complaint File No. 2015-023 was received at the Commission on July 16, 2015. A complete copy of the transaction file was requested in the complaint process and a complete copy was not provided. The Commission Investigator had to follow up with additional requests for documents to include the P&S from Daniel Dubowik which was the basis of the complaint.

Respondent Gray has been using the name "Hometown Realty LLC" without properly registering it with the New Hampshire Real Estate Commission. This name was used on the Bank of NH escrow account

XXXXXX3032, a P&S effective March 5, 2015 from Daniel Dubowik  
and a March 10, 2015 P&S from Cristian Mata

2. Respondent Gray acknowledges and does not contest the allegations described in Paragraph 1 above.
3. Respondent Gray consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. Respondent Gray 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 thirty (30) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement by Respondent Gray will result in the suspension of Respondent Gray's real estate license until the fine is paid.
4. Respondent Gray'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 Gray 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 Gray 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 Gray 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 Gray 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 Gray 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 Gray 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 Gray certifies that he has read this document titled Settlement Agreement. Respondent Gray 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 Gray fully understands the nature, qualities and dimensions of these rights. Respondent Gray 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.

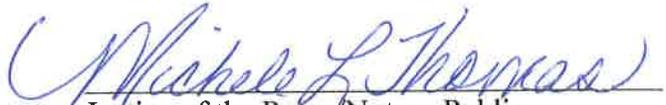
For the Respondent

I, Rex O. Gray, have reviewed the forgoing Settlement Agreement settling misconduct<sup>INT</sup> 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: 9-27-, 2016

  
Rex O. Gray  
Respondent

On this 27<sup>th</sup> 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:  
**MICHELE L. THOMAS, Notary Public**  
State of New Hampshire  
My Commission Expires August 24, 2021

For the Commission

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

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