

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

RECEIVED
JUN 26 2017
STATE OF NH
OPLC TECH

In the Matter of: John Cote
File Nos. 2017-008 Steve Mack v John Cote

Allegations: RSA 331-A:15, II; RSA 331-A:26, XXI and RSA 331-A:26, XXIX

SETTLEMENT AGREEMENT

ENTERED
JUN 26 2017
INTO LEDGER

In order to avoid the delay and expense of further proceedings and to promote the best interest of the public and the practice of real estate, the New Hampshire Real Estate Commission (“Commission”) and John Cote (“Respondent”), a real estate 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:

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. Accordingly, the Commission and Respondent agree and stipulate as follows:

1. Respondent, a licensed broker, acted in unprofessional conduct defined in RSA 331-A:2, XV when he allegedly referred to another licensee’s client in a derogatory manner, **in violation of RSA 331-A:26, XXI.**
2. Respondent failed to register his company with the Real Estate Commission and the Secretary of State while conducting himself as a broker and holding the firm out as a licensed entity authorized to conduct said practice, **in violation of RSA 331-A:15, II and RSA 331-A:26, XXIX.**

Amount 2000.00

Check # 1092

3. Respondent acknowledges that this conduct 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 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 two thousand dollars (\$2,000.00) 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 Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license.
- C. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute 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 agrees Commissioner agrees that in return for Respondent's executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- H. Respondent understands that his 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 his choosing in connection with his 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 his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
- K. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

L. 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 right 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, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.

M. 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, John Cote, 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, John Cote, knowingly and freely waive 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: 6/23/17, 2017

[Signature]
John Cote
Respondent

On this 23rd day of June A.D. 2017 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

[Signature]
Justice of the Peace/Notary Public

Cheryl L McAfee
Notary Public, State of New Hampshire
My Commission Expires Sept. 16, 2020

My commission expires:
Sept 16, 2020

FOR THE COMMISSION

Dated: 7.18th, 2017

[Signature]
Linda Capuchino, Division Director
Authorized Representative of the
Off. Of Professional Licensure & Certification
On Behalf of the NH Real Estate Commission