

State of New Hampshire
New Hampshire Real Estate Commission
Concord, New Hampshire 03301

In the Matter of:

Aaron Brown

License # 044757

Regarding: LaGassee and NH Real Estate Commission Complaint

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 Brokers, Firms and Salespersons, the New Hampshire Real Estate Commission ("C") and Aaron Brown ("Brown" or "Respondent"), a New Hampshire licensed Real Estate Broker, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Commission according to the following terms and conditions:

1. Pursuant to RSA 331-A:28, RSA 331-A:29, I, RSA 541-A:31 and Real Estate Commission Rules REA Administrative Rule REA 204.05 and REA 205.01, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed New Hampshire Real Estate Brokers, Firms and Salespersons. Pursuant to **REA 206.01**, the Board may impose disciplinary sanctions pursuant to a settlement agreement and without commencing a hearing.
2. The Commission first granted Respondent a license to practice as a Real Estate Broker in the State of New Hampshire on July 28, 2004. Respondent holds license number 044757. Respondent's last known address is 153 Lafayette Road, #3, Hampton Falls, NH 03844.
3. On or after July 2, 2014, the Board received information that the Respondent violated certain statutory and rule requirements governing Real Estate Brokers and the Commission later joined in this Complaint as a result of an investigation into this matter.
4. The alleged violations asserted by the Complainant and the Commission included NH RSA 331-A:25-a, I, RSA 331-A:25-b, I(b)(3), RSA 331-A:25-d, II(c), RSA 331-A:26, VII, RSA 331-A:26, VIII, RSA 331-A:26, XXVIII, RSA 331-A:26, XXIX and Rule REA 702.01.
5. Respondent acknowledges that this conduct constitutes grounds for the Commission to impose disciplinary sanctions against this NH Real Estate Broker's License in this state.
6. Respondent was the listing agent for Patience M. Jameson, who owned the property in question located at 132 Union Road, Stratham, New Hampshire.
7. Respondent, as a Real Estate Broker, and his office, assisted Ms. Jameson and Ms. Lavallee in the rental of said property by collecting rent and forwarding payments to Ms. Jameson's mortgage company.

8. Respondent acknowledges that he did not sufficiently document his role for Ms. Jameson as required by the NH Real Estate Practice Act and the Real Estate Commission Rules.
9. Respondent acknowledges that he did not sufficiently communicate with Ms. Jameson as required by the NH Real Estate Practice Act and the Real Estate Commission Rules.
10. Ms. Jameson's daughter, Juanita Lagasse, obtained a power of attorney from Ms. Jameson.
11. Ms. Lagasse requested from the Respondent an accounting of the bank documents requested regarding Ms. Jameson.
12. Respondent has not had full access to all necessary bank documents.
13. Respondent did reimburse Ms. Jameson a check in the amount of \$5,000 as reimbursement given related to the Purchase and Sales Agreement.
14. Respondent consents to the Board imposing the following discipline, pursuant to RSA 331-A:28, as well as REA 206.01 (e), (f) and (g):
 - A. Respondent agrees that there is sufficient evidence in this case which could warrant the Real Estate Commission to impose disciplinary action.
 - B. Respondent is assessed an **administrative fine** in the amount of two thousand dollars (\$2,000.00), One Thousand (\$1,000.00) of which is held in abeyance for a period of one year, provided the Respondent is not found to have committed any further violations of the NH Real Estate Practice Act or rules governing the NH Real Estate Commission regarding Real Estate Brokers, Salespersons or Firms. Respondent shall pay One Thousand dollars (\$1,000.00) of the fine within (30) days of the effective date of this *Settlement Agreement*, by delivering a credit card, money order, or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 121 South Fruit Street, Concord, N.H. 03301. The remaining ~~two hundred and fifty dollars (\$250.00)~~ shall be suspended provided that Respondent complies with all terms of the agreement within time periods set forth by the agreement.

The Respondent shall take at least one **ethics or escrow standards** CEU course (with a minimum of three hours) that meets the ethical standards of the profession as set forth in the New Hampshire Real Estate Practice Act or NH Real Estate Commission Rules. Said course shall be completed within (90) days of the effective date of this *Settlement Agreement*, Respondent shall provide the Board with documentary proof verifying the CEU stipulated above.
 - D. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license.
 - E. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant RSA 331-A:26, XXIX, and a separate and sufficient basis for further disciplinary action by the Board.
 - F. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of

One thousand dollars (\$1,000)

23

ll

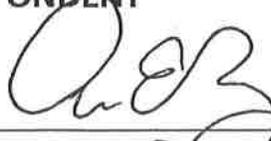
conduct in the event that similar misconduct is proven against Respondent in the future.

- G. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
- H. 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.
- I. The Board agrees that in return for Respondent's executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
- J. 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.
- K. 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*.
- L. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board 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 Board.
- M. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
- N. 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.
- O. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

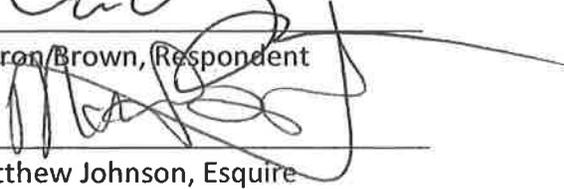
FOR RESPONDENT

Date: _____

1/12/17



Aaron Brown, Respondent



Matthew Johnson, Esquire
Counsel for Respondent

FOR THE BOARD

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 1-17-17



(Signature)

Linda Capuchino
Linda Capuchino, Division Director
Authorized Representative of the
Off. Of Professional Lic. & Certification
New Hampshire Real Estate Commission