

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2017-002 Deanne Chrystal, Esq. v. Alan D. DeStefano and Granite Group Realty Services

Allegations: Reasonable Supervision, RSA 331-A:16

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 Alan D. DeStefano d/b/a Granite Group Realty Services ("Respondent DeStefano"), a real estate broker currently licensed by the Commission until March 8, 2020, 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 and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

David Lorrey is a licensee working under Mr. DeStefano. He and Granite Group Realty Services had a listing agreement with Anthony Mincu. During the course the listing, Mr. Lorrey located a potential buyer for the property. He failed to

provide the buyer with a brokerage relationship disclosure form when he met with the potential buyer. Subsequently, Mr. Lorrey wrote one offer at the buyer's request, listing himself as a selling agent, which is correct. In the second offer, for unknown reasons, he listed himself as a facilitator, which is not correct. This error was not corrected but the deal ultimately did not close and the buyer's deposit was returned to him.

2. Respondent DeStefano disputes that his conduct set forth in paragraph 1 violated RSA Chapter 331-A or the Commission regulations and is entering into this settlement agreement to buy peace and to avoid the cost and uncertainty of a contested hearing. However, Mr. DeStefano also recognizes the importance of broker supervision to assist agents and to protect the public. Recognizing this responsibility and acknowledging the conduct of Mr. Lorrey, Mr. DeStefano has taken multiple steps to increase his supervision over and training of Mr. Lorrey to ensure that Mr. Lorrey fully understands his responsibilities to other agents and the public and to attempt to avoid future issues.
3. Respondent DeStefano 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 hundred and fifty dollars (\$250.00) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within sixty (60) 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 DeStefano's real estate license until the fine is paid.

4. Respondent DeStefano'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 DeStefano 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 DeStefano 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 DeStefano understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

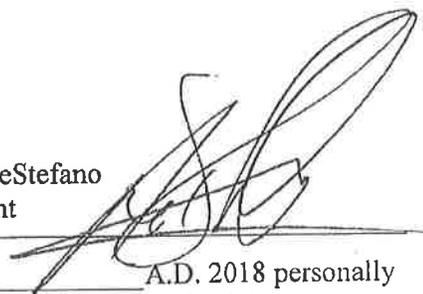
8. Respondent DeStefano has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Agreement.
9. Respondent DeStefano understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent DeStefano 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 DeStefano certifies that he has read this document titled Settlement Agreement. Respondent DeStefano 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 DeStefano fully understands the nature, qualities and dimensions of these rights. Respondent DeStefano 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, Alan D. DeStefano, 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, 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: 15 JANUARY, 2018

Alan D. DeStefano
Respondent



On this 15th day of JANUARY, A.D. 2018 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

Nora L. Frolotte

My commission expires: Sept. 16, 2020

Counsel for Respondent

Matthew R. Johnson, Esq. 1/15/18

For the Commission

Dated: JAN. 16, 2018

Authorized Representative
NH Real Estate Commission

