

**STATE OF NEW HAMPSHIRE
REAL ESTATE COMMISSION
CONCORD NH 03301**

In the Matter of:
Amina Allie Aaron
License #056670

Docket No.: 24-REC-005

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 Amina Allie Aaron (“Respondent”), a Principal 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:

1. Pursuant to RSA 331-A:28, RSA 331-A:29, I, RSA 310:9, the Commission has jurisdiction and authority to investigate and commence a disciplinary proceeding pertaining to allegations of professional misconduct committed by licensees of the Commission. Pursuant to RSA 310:10, VIII. and RSA 541-A, V, the Commission may at any time before or during a disciplinary proceeding resolve allegations of professional misconduct by a written *Settlement Agreement* approved by the board and licensees provided the complainant has an opportunity to comment upon the terms of the *Settlement Agreement* before the *Settlement Agreement* has been executed.
2. The Respondent holds active principal broker license #056670 which was issued on 02/06/2003 and expires on 02/06/2025.

3. On or about 11/17/2021, the Commission received a written complaint from Caroline Pomeroy (“Complainant”) alleging professional involving the sale of a property in Campton, New Hampshire.
4. In response to the complaint, the Commission conducted an investigation and obtained information from various sources including obtaining a response from the Respondent pertaining to whether the Respondent’s conduct constitutes unprofessional conduct pursuant to the Commission’s statutes and rules. Upon receipt of a report of investigation, the Board voted on 01/16/2024 to commence the above captioned disciplinary proceeding.
5. Respondent stipulates to the following facts:
 - a. At all times material, Respondent held an active New Hampshire principal broker license.
 - b. Respondent has no history of prior misconduct or discipline.
 - c. Respondent is the principal broker of Moose Realty of Franconia LLC.
 - d. On 06/27/2021, Complainant signed an Exclusive Listing Agreement with the Respondent and Moose Realty of Franconia LLC for the listing of the property located at 8 Loft Circle, Campton, NH 03223 (“Property”).
 - e. Complainant marked the box and signed the disclosure which states:

“SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.”
 - f. On 07/22/2021 at 10:59 PM, Respondent sent via Zipforms the Dual Agency Informed Consent Agreement to both Complainant, the seller; and John and Christine Dunleavey, the Buyers (“Buyers”).

- g. On 07/23/2021, the Buyers signed the Dual Agency Informed Consent Agreement.
 - h. Though reminded by the Respondent, Complainant never signed the separate Dual Agency Informed Consent Agreement.
 - i. On 07/23/2021, Respondent prepared and presented to Complainant a Purchase and Sale offer from the Buyers for the Property dated 07/22/2021 where the Respondent was listed as both the Buyer's agent and the Seller's agent.
 - j. On 08/09/2021, Complainant accepted an offer made by the Buyers.
 - k. On 09/30/2021, the transaction successfully closed.
6. Respondent acknowledges that this conduct set forth in paragraph 5 constitutes grounds for the Commission to make a finding of misconduct pursuant to RSA 331-a:26, XII. for acting as a disclosed dual agent after the preparation of a written offer without the written consent of all parties.
7. WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 310:12:
- a. The Respondent shall pay an **ADMINISTRATIVE FINE** in the amount of two hundred and fifty dollars (\$250.00) to the New Hampshire Real Estate Commission. **Two hundred and fifty dollars (\$250.00) is due and payable** within thirty (30) days from the effective date of this *Settlement Agreement*. All payments shall be in the form of a bank check or money order made payable to the Treasurer, State of New Hampshire. Payment shall specify on the memo line that the payment is for "REC Administrative Fine" Each Payment shall be mailed with a printed copy of this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and Real Estate Commission
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

8. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license. 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.
9. 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.
10. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
12. The Commission 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.
13. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

14. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with her decision to enter into this *Settlement Agreement*.
15. 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 Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
16. Respondent is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time the Respondent signs this agreement.
17. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's 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*, Respondent waives these rights as they pertain to the misconduct described herein. 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, **Amina Allie Aaron**, 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, I, Amina Allie Aaron, 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: _____, 20__



05/02/24

Amina Allie Aaron,
License #056670
Respondent

Witness (Signature)

Witness (Print Name)

FOR THE COMMISSION

Dated: June 18, 2024

RALPH VALENTINE
(Print Name)

NH Office of Professional Licensure and
Certification
Authorized Representative of the NH Real Estate
Commission