

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of: Matthew J. Harmony

File Nos. 2016-004 NHREC v Robert DuFour, Matthew-John Graves & Matthew Harmony

Allegations: RSA 331-A:16, IV; RSA 331-A:26, X; REA 404.05(a) and REA 404.05(b)

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 Matthew J. Harmony (“Respondent”), a real estate salesperson 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 licensee salesperson, in a number of his advertisements, failed to include the regular business name of the firm in which he is employed in violation of RSA 331-A:16, IV.
2. Respondent, a licensee salesperson, advertised without stating the licensed business name under whom the salesperson operates, as required by and therefore in violation of RSA 331-A:16, IV and RSA 331-A:26, X.

3. Respondent, a licensee broker, advertised the sale, purchase, exchange, or lease of real property, other than the sale, exchange or lease of her or his own real property, in a manner indicating the offer to sell, purchase, exchange or lease is being made by a principal. Such advertisement did not clearly indicate that it is an advertisement of a principal broker, as required by and therefore in violation of RSA 331-A:16 and Rea 404.05(a).
4. Respondent, a licensee salesperson, advertised the sale, purchase, exchange or lease of real property for another or others without including in the advertisement the name of the real estate brokerage firm with which he or she is associated, or the name of that licensee's principal broker, as required by and therefore in violation of to RSA 331-A:16, IV and Rea 404.05(b).
5. 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.
6. On March 18, 2016, William Gardner, Secretary of State certified that B & B Realty of Concord was registered as a trade name under Bob & Boss Realty, LLC.

**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 one thousand dollars (\$1000.00) 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.

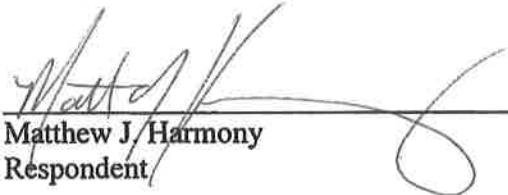
- H. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
- I. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision 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, Matthew J. Harmony, 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, Matthew J. Harmony, 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: 6/30, 2017

  
Matthew J. Harmony  
Respondent


On this 30<sup>th</sup> 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.

  
Justice of the Peace/Notary Public

My commission expires **MELISSA SANDERS**  
Notary Public - New Hampshire  
My Commission Expires Jan 18, 2022

**FOR THE COMMISSION**

Dated: 7-18, 2017

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