

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

RECEIVED
JAN 22 2021
OPLC-FINANCE

In the Matter of:

New Hampshire Real Estate Commission
v.
Young Management Corporation
(Docket # 2019-049)

Amount 85,000
Check 1964

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 Young Management Corporation ("Respondent"), a corporation based in Bucyrus, KS, 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 pursuant to NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31, V, and if such proceeding were commenced, the allegations against the Respondent would be that Respondent engaged in brokerage related activities in New Hampshire without having a license to practice real estate in New Hampshire, in violation of NH RSA 331-A:34 and that Respondent is subject to disciplinary sanctions pursuant to the New Hampshire Real Estate Practices Act, NH RSA ch. 331-A and N.H. Code Admin. Rules Rea 100-700.
2. Respondent acknowledges that if the Commission proved the allegations set forth in paragraph 1 it would constitute grounds for the Commission to impose disciplinary sanctions against Respondent.

WHEREFORE, subject to the Commission's approval of this *Settlement Agreement* in its entirety, the Respondent consents to the imposition of the following terms pursuant to RSA 331-A:34, III (c) as a means to settle the claims against it:

- A. The Respondent shall pay a disciplinary fine in the amount of ten thousand dollars (\$10,000) to the New Hampshire Real Estate Commission, of which five thousand dollars (\$5,000) is suspended for a period of one year from the effective date of this settlement agreement provided Respondent does not engage in brokerage related activities in New Hampshire without a valid New Hampshire license to practice during that one year. Five thousand dollars (\$5,000) is due and payable to the Treasurer State of New Hampshire within thirty (30) days of the effective date of this *Settlement Agreement*
- B. Respondent agrees to comply with all laws pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and Administrative Rules Rea 100-700.
- C. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission. Respondent's knowing or intentional 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 alleged 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 Respondent other than those terms and conditions expressly stated herein.

- G. The Commissioner agrees that in return for Respondent executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- H. 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.
- I. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with Respondent's 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 Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
- K. 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 alleged 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, as a representative of Young Management Corporation, located in Bucyrus, Kansas, have reviewed the foregoing Settlement Agreement settling misconduct allegations pending against the Corporation 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, as a representative of Young Management Corporation, knowingly and freely waives 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: 12/07/2020

[Handwritten Signature]

Authorized Representative
Young Management Corporation
22602 State Line Road, Bucyrus, KS

On this 7th day of December A.D. 2020 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

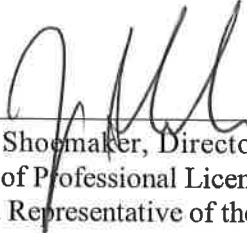
JEAN STAUCH
Notary Public - State of Kansas
My Appt. Expires 3-20-23

[Handwritten Signature]
Justice of the Peace/Notary Public

My commission expires: 3-20-2023

FOR THE COMMISSION

Dated: 1/26/21



Joseph G. Shoemaker, Director
NH Office of Professional Licensure and Certification
Authorized Representative of the NH Real Estate
Commission