

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

New Hampshire Real Estate Commission

v.

Dan Zelson (Docket #2019-045)
Angelo Pappas (Docket # 2019-046)
Charter Realty (Docket # 2019-048)

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 Dan Zelson, Angelo Pappas, and Charter Realty (Respondents), 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 Respondents 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:
2. Respondents engaged in brokerage related activities in the State of New Hampshire when not licensed to do so.
3. Respondents acknowledge that this conduct set forth in paragraph 2 constitutes grounds for the Commission to impose disciplinary sanctions against Respondents pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and New Hampshire Real Estate administrative rules and regulations Rea 100-700.

WHEREFORE, the Respondents consent to the Commission imposing the following discipline pursuant to RSA 331-A:34. III (c):

- A. The Respondents 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 upon execution of this settlement agreement, provided Respondents do not engage in brokerage related activities as defined in NH RSA 331-A: 2, III without being licensed in the State of New Hampshire or properly engage a cooperative brokerage agreement pursuant to Rea 703.01. After one year, the suspended portion terminates. 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. Respondents agree not to engage in brokerage related activities in New Hampshire unless properly licensed in the State of New Hampshire, or engage a New Hampshire licensed broker in a cooperative brokerage agreement pursuant to administrative rule Rea 703.01.
- C. The Commission may consider Respondents 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 institute 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 Respondents in the future.
- E. This *Settlement Agreement* shall become a permanent part of the Respondents file, which is maintained by the Commission as a public document.


- F. Respondents voluntarily enter into and sign this *Settlement Agreement* and state that no promises or representations have been made to them other than those terms and conditions expressly stated herein.
- G. The Commission agrees that in return for Respondents executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- H. Respondents understand that their action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
- I. Respondents have had the opportunity to seek and obtain the advice of an attorney of their choosing in connection with their decision to enter into this *Settlement Agreement*.
- J. Respondents understand 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. Respondents specifically waive any claims that any disclosures made to the Commission during its review of this *Settlement Agreement* has prejudiced their right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
- K. Respondents certify that they have read this document titled *Settlement Agreement*. Respondents understand that they have the right to a formal adjudicatory hearing concerning this matter and that at said hearing they would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondents fully understand the nature, quality and dimensions of these rights. Respondents understand that by signing this *Settlement Agreement*, they waive 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.

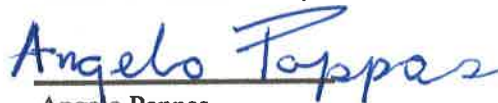
FOR RESPONDENT

Dan Zelson, individually and on behalf of Charter Realty, and Angelo Pappas, have reviewed the foregoing Settlement Agreement settling misconduct allegations pending against them and, of their 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, Dan Zelson individually and on behalf of Charter Realty, and Angelo Pappas, knowingly and freely waive their 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:

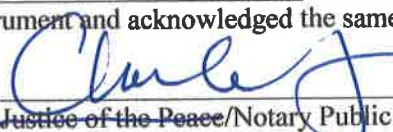


Dan Zelson, Respondent,
individually and on
behalf of Charter Realty



Angelo Pappas
Respondent

On this 11TH day of FEBRUARY A.D. 2021 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:



FOR THE COMMISSION

Dated: 2/25/21



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