

NEW JERSEY REAL ESTATE COMMISSION

NEW JERSEY REAL ESTATE COMMISSION,	)	DOCKET NO.: REC-20-002
	)	REC REF. NO.: 10007072
Complainant,	)	
	)	
v.	)	
	)	FINAL ORDER OF
JOSE RODRIGUES, licensed New Jersey	)	DETERMINATION
real estate broker-salesperson (Ref. No. 0568460),	)	
	)	
Respondent.	)	

---

This matter was heard at a hearing before the New Jersey Real Estate Commission (“Commission”) via Zoom on April 27, 2021 and May 25, 2021.<sup>1</sup>

**BEFORE:** Commissioners Linda K. Stefanik, Christina Banasiak, Darlene Bandazian, Jacob Elkes, William J. Hanley, Denise M. Illes, and Carlos Lejniaks.

**APPEARANCES:** John Rossakis, Regulatory Officer (“RO Rossakis”), appeared on behalf of the complainant, the New Jersey Real Estate Commission staff (“REC”). Jose Rodrigues (“Rodrigues” or “Respondent”) represented himself at the hearing.

**STATEMENT OF THE CASE**

The REC initiated this matter through service of an Order to Show Cause (“OTSC”) dated December 10, 2020, pursuant to N.J.S.A. 45:15-17, N.J.S.A. 45:15-17.1<sup>2</sup>, and N.J.A.C. 11:5-1.1 to -12.18.

---

<sup>1</sup> Due to the COVID-19 public health emergency, in accordance with P.L. 2020, c. 11, this hearing took place via Zoom, a video conferencing service.

<sup>2</sup> N.J.S.A. 45:15-17.1 provides for the temporary suspension of a license in certain circumstances. The temporary suspension of the Respondent’s license was not requested by the REC in this matter.

The Respondent is a licensed New Jersey real estate broker-salesperson, who was first licensed on August 11, 2005. The OTSC alleges that the Respondent violated the New Jersey Broker and Salesperson Act, N.J.S.A. 45:15-1 to -42 (“Act”) and regulations, as follows:

The Respondent included the following language in an advertisement - “SHORT SALE APPROVED \$240,000 READY TO CLOSE” - which constituted a false, misleading or deceptive claim in violation of N.J.A.C. 11:5-6.1(r); and the failure to include any qualifying or clarifying language constitutes conduct demonstrating incompetency or dishonesty in violation of N.J.S.A. 45:15-17(e).

On December 29, 2020, the Respondent submitted an Answer to the OTSC (“Answer”), wherein he admitted in part and denied in part the allegations contained in the OTSC. On February 23, 2021, the Commission deemed this matter a contested case and directed that a hearing be scheduled.

The hearing was conducted on April 27, 2021 and May 25, 2021. At the hearing, the following exhibits submitted by the REC were admitted into evidence by the Commission, without objection:

- S - 1 Written complaint submitted to the New Jersey Real Estate Commission by Brian Oliver, dated April 5, 2018;
- S - 2 Print-out of Garden State Multiple Listing System listing page for 149 Netherwood Ave., North Plainfield, New Jersey, dated February 10, 2018;
- S - 3 Contract of sale and rider for 149 Netherwood Ave., North Plainfield, New Jersey, dated February 14, 2018;
- S - 4 Email correspondence between Angelo Bagnara, attorney for the buyers and the Law Office of Eugenio Genise, Esq., from dates March 7, 2018 to March 13, 2018;
- S - 5 Letter from Shellpoint Mortgage Servicing to property owner, rejecting short sale offer for 149 Netherwood Ave., North Plainfield, New Jersey, dated March 13, 2018;

- S - 6 Written statement by Respondent Jose Rodrigues, submitted to Investigator Erica Berg, dated February 17, 2020;
- S - 7 Text message correspondence between Manuel Gonzalez and Respondent Jose Rodrigues, undated; and
- S - 8 Print-out of amended Garden State Multiple Listing System listing page for 149 Netherwood Ave., North Plainfield, including log of changes, dated February 11, 2020.

At the hearing, the following exhibits submitted by Respondent were admitted into evidence by the Commission, without objection:

- R - 1 Documents submitted by Respondent in response to Order to Show Cause, N.J.R.E.C. v. Jose Rodrigues, REC-20-002.

### **TESTIMONY OF THE WITNESSES**

#### **Manuel Gonzalez**

Manuel Gonzalez (“Gonzalez”) testified that he is employed as a mortgage loan originator and a real estate partner/associate. He has been licensed as a real estate salesperson since 2014 and has been licensed as a mortgage loan originator since 1998. Gonzalez testified that as a mortgage loan originator and a real estate salesperson, he has experience with “short sales.” He further testified that every short sale is subject to lender approval and that formal approval only occurs once a property is listed and once an offer is received.

Gonzalez testified that he represented Brian Oliver (“Buyer”) in the attempted purchase of 149 Netherwood Avenue, North Plainfield, New Jersey (“Property”). He testified that his client was a real estate investor. Gonzalez testified that the Property came to his attention through a listing posted by the Respondent on the Garden State Multiple Listing Service (“GSMLS”). He testified that the “Remarks” section of the GSMLS contained the following statement, “SHORT SALE APPROVED \$240,000 READY TO CLOSE”, which had a role in his client making an offer on

this property. Gonzalez testified that his client offered exactly \$240,000 in cash. He also testified that the offer was accepted by the seller, but the bank did not approve the sale price at \$240,000.

Gonzalez testified that Exhibit S-7 is a screen shot of a text message between himself and Rodrigues. Gonzalez stated that Rodrigues's text message is representative of responses that Gonzalez received after the bank did not approve the sale price.

Gonzalez testified that his client was very disappointed regarding Rodrigues's handling of this transaction and a complaint was filed with the North Central Jersey Association of Realtors.

Gonzalez testified that in his opinion Rodrigues' statement in the GSMLS listing was not appropriate. He testified that including language such as, "subject to lender approval", would have been more appropriate. Gonzalez testified that the language, "ready to close", was misleading.

Gonzalez further testified that he has never seen a transaction where an approval of a sale price was given by a lender prior to receiving an offer for purchase. He testified that he had discussions with his client about the short sale process. He testified that he was under the impression that the \$240,000 advertised sale price was already approved based upon Rodrigues' statement in the GSMLS listing.

#### **Investigator Erica Berg**

REC Investigator Erica Berg ("Investigator Berg") testified that she is currently employed as an investigator with the REC and has been so employed for a little over five years. She testified that prior to working for the REC, she worked for the New Jersey State Police in forensics for over 11 years. Investigator Berg testified that she has also been licensed as a real estate agent for over 18 years; however she "froze" her real estate license given that being an active licensee would be a conflict of interest.

Investigator Berg testified that a complaint (Exhibit S-1) was filed online and was assigned to her. She testified that she reached out over the phone to the complainant Brian Oliver, the Buyer, and reviewed the details of the complaint with him. Investigator Berg testified that she received documents from the Buyer, including Exhibit S-2. She testified that she then contacted Rodrigues and asked for all relevant information and documents. She testified that she discussed the details of the complaint with Rodrigues and subsequently took his written statement (Exhibit S-6).

Investigator Berg testified that in responding to the complaint, Rodrigues told her that he did as he was told by the lender and did nothing wrong. She further testified that Rodrigues stated that this was a short sale approved for \$240,000 and was ready to close.

Investigator Berg stated that Rodrigues had provided her with Exhibit S-8 which is the GSMLS listing page dated February 11, 2020. Investigator Berg testified regarding the difference between Exhibit S-8 and Exhibit S-2 which is the GSMLS listing page dated February 10, 2018. Investigator Berg testified that unlike the GSMLS listing page dated February 10, 2018 (Exhibit S-2), the GSMLS listing page dated February 11, 2020 (Exhibit S-8) states that the listed purchase price has been verbally approved and the approved price is \$260,000.

Investigator Berg testified that she also spoke with the property seller's attorney, Eugenio Genise, Esq., who advised that he received and relied upon certain information from the Respondent, but had no involvement with any alleged wrongdoing by Respondent regarding this transaction.

Investigator Berg testified that during the investigation, she was made aware of the ethics complaint filed with the North Central Jersey Association of Realtors and believes that that matter is still pending.

**Jose Rodrigues**

Rodrigues testified that he is a real estate broker-salesperson and has been licensed as a real estate broker since 2005. He testified that he is familiar with the short sale process, having handled approximately 300 short sales.

Rodrigues testified that he posted the GSMLS listing page advertisement (Exhibit S-2) and created the “remarks” and the “agent remarks” sections. Rodrigues testified that he received verbal approval for the \$240,000 purchase price set forth in the initial GSMLS listing page from a representative from the loss mitigation department of Shellpoint Mortgage Servicing (“Shellpoint”). Rodrigues admitted that he never received verbal approval directly from the mortgagee bank which owned the seller’s mortgage loan (“lender”).<sup>3</sup> Rodrigues acknowledged that the language --“subject to lender approval”-- was not used in his advertisement. Rodrigues testified that he was unaware that there was a risk that the lender could reject the purchase offer after verbal approval had been given by Shellpoint. Rodrigues testified that the GSMLS listing also contained the following language: “Lender/PrvReq: Yes”.

Rodrigues testified that he subsequently updated his initial GSMLS advertisement to include the language, “SHORT SALE PREVIOUS VERBALLY APPROVED FOR \$240,000.00. SHELLPOINT MORTGAGE SERVICING WHO SERVICING THE LOAN CHANGED THE APPROVED PRICE AND NOW THEY VERBALLY APPROVED THE SALE FOR \$260,000.00” (Exhibit S-8). Rodrigues testified that he changed the listing because he didn’t think

---

<sup>3</sup> Rodrigues later clarified his testimony by stating that while he did not directly receive verbal approval from the lender, he believes that the seller’s attorney’s office had received the lender’s verbal approval. In his testimony, Paralegal Robert Boccuzzi (“Boccuzzi”), who worked for seller’s attorney, stated that verbal approval was only received from Shellpoint.

the Buyer's attorney and Buyer's agent clearly understood that he does not have the power to give the final approval for the sales price.

In his testimony, Rodrigues referenced certain written statements previously submitted to the Commission. When referring to Exhibit S-6, he quoted his prior written statement that, "In this matter, the complainant made an offer of \$240,000.00 based upon a conversation with the mortgagee that this offer would be considered," but further testified that the lender can change their mind at any time. When referring to Paragraph 5 in his Answer to the OTSC, Rodrigues also quoted his prior written statement that "The lender provided Jose Rodrigues with a verbal approval that the short sale was approved. Jose Rodrigues relied upon the lender's representations." Rodrigues further testified that he believed that the seller's attorney had received verbal approval from the lender.

Rodrigues testified that after the Buyer's offer was rejected, he changed the listing both in the GSMLS and the New Jersey Multiple Listing Service, and used the same revised language.

Rodrigues testified that the language "ready to close" means the sale was verbally approved by the bank. Rodrigues testified that he has had other dealings with Shellpoint and spoke with employees in the Shellpoint loss mitigation department, but not necessarily always with the same person. Rodrigues also testified that Shellpoint had changed their mind at the last minute. Rodrigues further testified that he dealt with Shellpoint himself and that they sometimes gave him a written short sale approval.

**Robert Boccuzzi**

Boccuzzi testified that he works for attorney Eugenio Genise, Esq., as a paralegal on behalf of the seller in this particular transaction and assists Mr. Genise with his short sale transactions.

He stated that he is the point person who directly communicates with the loss mitigation department in these short sale transactions.

Boccuzzi testified that he was told by Shellpoint that if an offer of \$240,000 was presented, it would be approved. He further testified that they had been working with a previous potential buyer for this property, and a member of the loss mitigation department had then advised that a counteroffer of \$240,000 would be acceptable. He also admitted that this communication from Shellpoint was not in writing.

Boccuzzi testified that they submitted the Buyer's \$240,000 offer to the lender and they declined to issue the approval letter, even though Shellpoint had previously verbally advised that such an offer would be approved. He also stated that in a short sale transaction, a lender will change the sale price quite a bit, maybe 10% of the time.

Boccuzzi testified that, in his opinion, "short sale ready to close" means a short sale where the seller is ready to vacate, where all the inspections are secured, and where all parties are essentially ready to move forward with the closing.

Boccuzzi testified that he advised the Buyer's counsel multiple times of the bank's counteroffer. The Buyer refused to meet the bank's counteroffer and, at that point, the contract was terminated in order to go with a higher offer.

Boccuzzi further testified that he has had numerous interactions with Shellpoint in the past and, in his experience, they are not as straightforward as other mortgage servicers. He stated that Shellpoint occasionally communicated by email, but in this case, they advised him of the counteroffer over the phone.



**Eugenio Genise, Esq.**

Eugenio Genise, Esq., (“Genise”) testified that he was retained by the seller to represent the seller on the short sale of the Property. He testified that he has been licensed as an attorney since 1989 and handles approximately 200-300 closings every year.

He testified that when the parties entered attorney review, he spoke to the Buyer’s attorney on several occasions and made it clear to him that this is a short sale and short sales are contingent on the bank’s approval. Genise testified that this explicit language was written into the contract and into the rider. Genise testified that he made it clear to the Buyer’s attorney that the information in the GSMLS advertisement is reliable, but nevertheless cautioned Buyer’s attorney that banks do sometimes change their minds regarding sale terms when dealing with short sale transactions.

**FINDINGS OF FACT**

Based on the pleadings, the testimony of the witnesses, and the documentary evidence admitted into the record, the Commission makes the following findings of fact:

1. The Respondent is a licensed New Jersey real estate broker-salesperson, who was first licensed on August 11, 2005. The Respondent is currently licensed through Maxwell Real Estate Advisors LLC, d/b/a Keller Williams Park Views, a licensed New Jersey real estate broker, whose main office is located at 301 Route 17 North, Suite 204, Rutherford, New Jersey 07070. From January 7, 2013 until March 10, 2020, and all times relevant to this matter, the Respondent was licensed through Elite Realty Group, Inc., d/b/a Exit Elite Realty Group, a licensed New Jersey real estate broker, whose main office is located at 235 Harrison Ave., Harrison, New Jersey 07029.
2. The Respondent acted as a listing agent in the sale of the Property.

3. The Property was being listed as a “short sale” meaning that it was being marketed for sale at a price that was less than the amount the seller owed to the mortgagee bank that held the seller’s mortgage loan (“lender”). Therefore, the final sale price required approval by the lender in order for the seller’s property sales transaction to proceed to closing.
4. The Respondent had experience with the short sale process and was aware that the final sale price required formal approval by the lender.
5. On or about February 5, 2018, the Respondent listed the Property on the GSMLS. The list price was \$189,000. In the “REMARKS” section of the GSMLS listing page, the Respondent included the following statement: “SHORT SALE APPROVED \$240,000 READY TO CLOSE.”
6. The GSMLS listing advertisement did not contain any statement or information indicating that the stated \$240,000 sales price was, in fact, still subject to formal approval by the lender.
7. The Respondent never obtained formal approval of the sale price of \$240,000 from the lender prior to posting the advertisement on the GSMLS.
8. On or about February 10, 2018, the Buyer submitted to the Respondent an all-cash offer to purchase the Property for the \$240,000 stated sale price.
9. The Buyer was represented by licensed real estate salesperson Manuel Gonzalez in the subject transaction.
10. The Respondent never advised the Buyer nor his real estate agent that the \$240,000 purchase offer was still subject to formal approval by the lender.
11. On or about February 12, 2018, the seller of the Property accepted the Buyer’s offer and the parties executed a standard real estate sales contract. The contract included a provision

that the sale price was subject to approval by the seller's lender. After the conclusion of the attorney review period, the contract of sale was sent to the lender for its review and approval.

12. On or about March 13, 2018, the lender rejected the sale price of \$240,000 and made a counteroffer for \$268,000, which was rejected by the Buyer. The lender submitted subsequent counteroffers in the amounts of the \$260,000 and \$248,000 respectively, which the Buyer did not accept.
13. The parties' real estate sales contract was then duly terminated.

### **CONCLUSIONS OF LAW**

Considering the above findings of fact, the Commission makes the following conclusions of law regarding the alleged violations contained in the OTSC as summarized above:

1. Respondent's conduct is in violation of N.J.A.C. 11:5-6.1(r), in that the language, "SHORT SALE APPROVED \$240,000 READY TO CLOSE," used in Respondent's property listing advertisement posted on the GSMLS constitutes a false, misleading or deceptive claim in that the \$240,000 sales price had never, in fact, been approved by the lender.
2. Respondent's conduct is in violation of N.J.S.A. 45:15-17(e), in that by using the aforementioned misleading language in his advertisement of the Property posted on the GSMLS, without including any qualifying language indicating that the sale price was still subject to formal approval by the lender, constitutes conduct demonstrating incompetency.

### **DETERMINATION**

At the conclusion of the hearing and executive session in this matter, the Commission voted in favor of finding the violations and imposing the sanctions described in this Final Order of

Determination. In arriving at the determination in this matter, the Commission took into consideration the testimony presented at the hearing and the undisputed documentary evidence admitted at the hearing.

#### Allegations Against the Respondent

The REC bears the burden of proving the allegations in the OTSC by a preponderance of the competent, relevant, and credible evidence. Atkinson v. Parsekian, 37 N.J. 143, 149 (1962); In re Polk, 90 N.J. 550, 560 (1982). The evidence must be such as would “lead a reasonably cautious mind to a given conclusion.” Bornstein v. Metro Bottling Co., 26 N.J. 263, 275 (1958). Preponderance may be described as “the greater weight of credible evidence in the case. It does not necessarily mean evidence of the greater number of witnesses but means that evidence which carries the greater convincing power.” State v. Lewis, 67 N.J. 47, 49 (1975).

N.J.A.C. 11:5-6.1(r) states that, “No advertisement shall contain false, misleading or deceptive claims or misrepresentations. In all advertisements which make express or implied claims that are likely to be misleading in the absence of certain qualifying information such qualifying information shall be disclosed in the advertisement in a clear and conspicuous manner.” Rodrigues used the statement, “SHORT SALE APPROVED \$240,000 READY TO CLOSE,” in an advertisement when, in fact, the \$240,000 sale price had not been formally approved by the lender. By failing to include any qualifying or clarifying language in the advertisement regarding the need for the lender’s approval, the Respondent violated N.J.A.C. 11:5-6.1(r).

N.J.S.A. 45:15-17(e) provides that the Commission may discipline a licensee who is found to have engaged in “[a]ny conduct which demonstrates unworthiness, incompetency, bad faith or dishonesty.” Rodrigues should have known that the language, “SHORT SALE APPROVED \$240,000 READY TO CLOSE”, was likely to mislead and did, in fact, mislead a potential

purchaser into believing that the \$240,000 sales price had already been formally agreed to by the lender, when it had not. By advertising the sale of the Property without providing any qualifying or explanatory information regarding the role of the lender in this transaction, Rodrigues demonstrated incompetency as a licensee, in violation of N.J.S.A. 45:15-17(e).

#### Penalty Against the Respondent

The Act charges the Commission with the “high responsibility of maintaining ethical standards among real estate brokers and sales[persons]” in order to protect New Jersey real estate consumers. Goodley v. New Jersey Real Estate Comm’n, 29 N.J. Super. 178, 181-182 (App. Div. 1954). The nature and duties of a real estate business are grounded in interpersonal, fiduciary, and business relationships and demand the utmost honesty, trust, and good conduct. Maple Hill Farms, Inc. v. New Jersey Real Estate Commission, 67 N.J. Super. 223, 232 (App. Div. 1961); Div. of New Jersey Real Estate Comm’n v. Ponsi, 39 N.J. Super. 526, 527 (App. Div. 1956). Courts have long recognized that the real estate sales industry should exclude individuals who are incompetent, unworthy, and unscrupulous, in order to protect the public interest. See Ponsi, 39 N.J. Super. at 532-533. Thus, the Commission has the power to suspend, revoke, or place on probation the license of any licensee for “any conduct which demonstrates unworthiness, incompetency, bad faith, or dishonesty.” N.J.S.A. 45:15-17(e).

As set forth above, the Commission has determined that the Respondent’s conduct in this matter violates both N.J.A.C. 11:5-6.1(r) and N.J.S.A. 45:15-17(e), and demonstrates a lack of proper judgment warranting discipline. Therefore to correct his behavior and prevent further misconduct going forward, the Commission orders that Respondent shall complete a total of nine additional hours of continuing education (“CE”) which shall be comprised of three hours each in the areas of Agency, Disclosure and Ethics, respectively. All additional CE hours shall be

completed by Respondent within six months of the issuance of this Final Order and shall not count towards the continuing education requirement for the next license renewal term. Additionally, given the seriousness of the Respondent's improper actions, the Commission has determined that a \$2,500 monetary penalty shall also be assessed as discussed below.

Pursuant to N.J.S.A. 45:15-17, the Commission may impose a penalty of not more than \$5,000 for the first violation of the Act, and a penalty of not more than \$10,000 for any subsequent violation. In Kimmelman v. Henkels & McCoy, Inc., 108 N.J. 123 (1987), the Supreme Court established the following seven factors in order to evaluate the imposition of fines in administrative proceedings and these factors are applicable to this matter, which seeks the imposition of penalties under the Act: (1) the good or bad faith of the respondent; (2) the respondent's ability to pay; (3) the amount of profits obtained from the illegal activity; (4) any injury to the public; (5) the duration of the illegal activity or conspiracy; (6) the existence of criminal or treble actions; and (7) any past violations. Id. at 137-139. No one Kimmelman factor is dispositive for or against assessing fines and penalties and "[t]he weight to be given to each of these factors by a trial court in determining . . . the amount of any penalty, will depend on the facts of each case." Id. at 139. Each of these factors is discussed herein.

The first factor examines the good or bad faith of the Respondent. Rodrigues did not admit to any wrongdoing in this transaction. Notwithstanding, the posting of an advertisement stating "SHORT SALE APPROVED \$240,000 READY TO CLOSE", without providing any qualifying information advising that the short sale price must still be approved by the lender, was misleading and a clear violation of the Act. Moreover, it is uncontroverted that Rodrigues pursued and facilitated the signing of the real estate sales contract without first specifically informing the Buyer or his real estate agent that the lender's approval of the Buyer's offered purchase price still needed

to be secured. While there is no evidence that he acted maliciously, the Respondent's conduct does not constitute a good faith effort to fully and clearly inform the Buyer and his real estate agent about all the material details regarding this sales transaction. This factor weighs in favor of a higher monetary penalty.

The Respondent did not provide any specific testimony or proofs in relation to the second Kimmelman factor, which address the Respondent's ability to pay the fines imposed. Respondents who claim an inability to pay civil penalties bear the burden of proving their incapacity. NJREC v. Cortese, Final Order of Determination, (08/09/17) (citing Goldman v. Shah, OAL Dkt. No. BK1 11903-05, Initial Decision (04/15/08), Final Decision and Order (09/02/08)). The Respondent has not met that burden and therefore this factor is neutral.

The third Kimmelman factor addresses the amount of profits obtained or likely to be obtained from the illegal activity. The greater the profits an individual is likely to obtain from illegal conduct, the greater the penalty must be if penalties are to be an effective deterrent. Kimmelman, 108 N.J. at 138. In this case, the subject real estate sales contract was terminated and there is no evidence that the Respondent received any financial gain as a result of his conduct. This factor weighs in favor of a lower monetary penalty.

The fourth Kimmelman factor addresses the injury to the public. In order to protect consumers, the Commission is charged with the "high responsibility of maintaining ethical standards among real estate brokers and sales[persons]." Goodley, 29 N.J. Super. at 182. In this matter, the Respondent posted an advertisement that contained a false, misleading, or deceptive claim or information. The Respondent's misleading advertisement was widely circulated and ultimately adversely impacted the Buyer. Whenever a licensee's conduct does not meet the high standards of competency and ethics required of a real estate professional, the public's confidence

in the real estate industry is eroded and the public is harmed. This factor weighs in favor of a monetary penalty.

The fifth Kimmelman factor is the duration of the illegal activity. The Respondent's misleading advertisement was posted in the GSMLS on or about February 10, 2018. The Respondent testified that he eventually corrected his initial advertisement and posted the changes on or about April 27, 2018. Respondent's misleading advertisement did not circulate for just one day, but circulated for a time period of more than two months. This factor weighs in favor of a higher monetary penalty.

The existence of criminal actions and whether a civil penalty may be unduly punitive if other sanctions have been imposed is the sixth factor. The Supreme Court held in Kimmelman that a lack of criminal punishment weighs in favor of a more significant civil penalty because the defendant cannot argue that he or she has already paid a price for his or her unlawful conduct. Kimmelman, 108 N.J. at 139. Here, the Respondent has not faced any criminal punishment for his actions. As such, this factor weighs in favor of a higher monetary penalty.

The seventh and final factor takes into consideration the Respondent's past violations. No evidence of any past violations was presented at the hearing. This factor weighs in favor of a lower monetary penalty.

In light of all these factors, the Respondent shall pay a fine in the total amount of \$2,500 for violating N.J.A.C. 11:5-6.1(r) and N.J.S.A. 45:15-17(e). This fine is fully warranted, not excessive or unduly punitive, and is necessary to demonstrate the appropriate level of opprobrium for the Respondent's conduct.

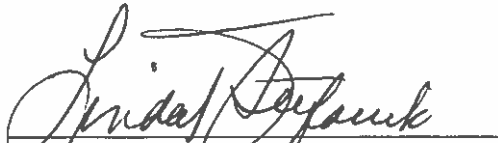


Accordingly, and pursuant to N.J.S.A. 45:15-17, the Commission imposes the following sanctions:

- I. Respondent shall pay a total fine in the amount of \$2,500.
- II. Respondent shall complete nine hours of continuing education which shall be comprised of three hours each in the areas of agency, disclosure, and ethics, to be completed within six months of the issuance of this Final Order. These additional continuing education hours shall be in addition to any license renewal requirements.

SO ORDERED this 1st day of October, 2021.<sup>4</sup>

By: Linda K. Stefanik, President  
Christina Banasiak, Commissioner  
Darlene Bandazian, Commissioner  
William J. Hanley, Commissioner  
Denise M. Illes, Commissioner  
Carlos Lejnieks, Commissioner

  
\_\_\_\_\_  
Linda K. Stefanik, President  
New Jersey Real Estate Commission

MM Rodrigues FO/Final Orders-REC

---

<sup>4</sup> Commissioner Elkes did not vote with the majority in this case.