

BEFORE THE WEST VIRGINIA REAL ESTATE COMMISSION

WEST VIRGINIA REAL ESTATE COMMISSION,
Complainant,

V.

Formal Complaint No. 26-052-P

JON CAVENDISH,
Licensed Real Estate Broker

and

ISAAC “QUINTIE” SMITH,
Licensed Real Estate Salesperson

Respondents.

CONSENT DECREE

Respondent Jon Cavendish (“Respondent Cavendish”), Respondent Isaac “Quintie” Smith (“Respondent Smith”), and the West Virginia Real Estate Commission (“Commission”) enter into the following Consent Decree for the purpose of resolving the above-styled complaint. As reflected in this Consent Decree, the parties have reached an agreement in which each Respondent agrees and stipulates to the Findings of Fact, Conclusions of Law, and disposition of this matter. The Commission, having approved such agreement, does hereby Find and Order as follows:

FINDINGS OF FACT

1. Respondent Cavendish is a licensed real estate broker in the State of West Virginia.
2. Respondent Smith is a licensed real estate salesperson in the State of West Virginia.
3. At all times relevant, Respondent Cavendish served as the broker for Realcorp, LLC, in Charleston, West Virginia. Respondent Smith, at all times relevant, practiced as a salesperson under Respondent Cavendish’s supervision.

4. Respondents were the listing agents on real estate located at 211 Bowman Street, Spencer, West Virginia ("Subject Property").

5. The owners of the Subject Property were (1) Don and Connie Pullin and (2) Fruth Children Partners, LLC (collectively, the "sellers"), each with 50% interest in the Subject Property. Don Pullen passed away in 2024.

6. The term of the Listing Agreement was June 19, 2025, and ending on December 18, 2025. The list price was \$1,050,000.00.

7. The Listing Agreement was executed by Connie Pullen only; Respondents failed to include Fruth Children Partners LLC as an owner of the Subject Property.

8. On or about August 28, 2025, a prospective buyer made an offer to purchase the Subject Property for \$950,000.00, which Connie Pullen accepted. At this time, Lynne Fruth, on behalf of Fruth Children Partners, LLC, notified Respondent Smith that Fruth Children Partners, LLC, must be listed as an owner on the Listing Agreement. Additionally, Ms. Fruth notified Respondent Smith that there was no Notice of Agency Relationship between him and Fruth Children Partners, LLC. Despite these errors, Ms. Fruth advised Respondent Smith that Fruth Children Partners, LLC, agreed to the terms of the sale contained in the offer.

9. The purchase agreement required a \$5,000 earnest money deposit. Closing was required to take place on December 1, 2025.

10. Additionally, the purchase agreement indicated that Respondent Smith was a limited dual agent of both parties in the transaction.

11. Close to two months later, on or about October 24, 2025, at Lynne Fruth's request, Respondent Smith sent Lynne Fruth a purchase agreement addendum to add Fruth Children Partners,

LLC, as a seller, and a Notice of Agency Relationship form for her execution. The Notice of Agency Relationship form indicated that Respondent Smith represented the seller only. Ms. Fruth did not execute the Notice of Agency Relationship form and Respondent Smith took no further action to secure her signature on the form.

12. Respondents failed to secure accurate Notice of Agency Relationship forms for this transaction as required.

13. The transaction did not close on December 1, 2025.

14. The Listing Agreement expired on December 18, 2025, and was not extended by the parties.

15. Despite the lack of extension of the listing, Respondents continued to promise the sellers projected closing dates in January 2026, February 2026, March 2026, and April 2026, none of which came to fruition. In fact, the sellers learned not from Respondents, but from the lender, that the transaction was not expected to close. Although never officially extended, the sellers formally cancelled the Listing Agreement and purchase agreement by email on April 27, 2026, and requested payment of the earnest money deposit owed them.

16. On June 17, 2026, Connie Pullen and Lynne Fruth filed a Formal Complaint with the Commission against Respondents.

17. The sellers did not receive the earnest money deposit required under the purchase agreement until after present Formal Complaint was filed.

18. On July 9, 2026, Respondents submitted responses to the Formal Complaint and denied any violations of the *West Virginia Real Estate License Act*.

19. Respondent Cavendish's trust account ledger shows no receipt of the earnest money deposit from the prospective buyer or payment to the sellers of their share as required by the purchase agreement.

20. Despite not collecting the earnest money deposit from the buyer, the sellers reported receiving the earnest money deposit from Respondent Cavendish on July 16, 2026.

21. On or about August 3, 2026 (almost a full year after the date of the purchase agreement and well after the sellers' cancellation of the agreement on April 27, 2026), Respondent Smith sent a Notice of Agency Relationship form and a Mutual Cancellation of Purchase Agreement and Addendum to the buyer for his execution. Neither document was executed by the buyer.

22. At its August 12, 2026, meeting, the Commission determined there was probable cause to conclude that both Respondents violated the *West Virginia Real Estate License Act* and authorized the proposal of a consent decree to informally resolve the matter.

CONCLUSIONS OF LAW

1. Pursuant to the *West Virginia Real Estate License Act*, West Virginia Code § 30-40-1, et seq., the Commission is charged with the regulation of the practice of real estate brokerage in this State, and, thus, has jurisdiction over this Formal Complaint.

2. In relevant part, West Virginia Code § 30-40-7(l) authorizes the Commission to impose sanctions for violations of the *West Virginia Real Estate License Act*, including, but not limited to, an administrative fine not to exceed \$1,000 per day per violation; probation; revocation; suspension; restitution; additional education; denial of future license; downgrade of license; reprimand; and/or the return of compensation collected from an injured consumer.

3. West Virginia Code § 30-40-19(a)(8) authorizes the Commission to sanction a licensee if the licensee “[f]ails, within a reasonable time, to account for or to remit moneys or other assets coming into his or her possession, which belong to others[.]”

4. Respondent Cavendish’s failure to collect the earnest money deposit from the buyer and his subsequent failure to send the sellers their share of the deposit that was owed to them violates West Virginia Code § 30-40-19(a)(8).

5. West Virginia Code § 30-40-19(a)(12) authorizes the Commission to sanction a licensee if the licensee “[f]ails to disclose, on the notice of agency relationship form promulgated by the commission, whether the licensee represents the seller, buyer, or both[.]”

6. Respondents failed to secure Notice of Agency Relationship forms from Ms. Fruth and the buyer for this transaction in violation of West Virginia Code § 30-40-19(a)(12).

7. West Virginia Code § 30-40-19(a)(31) authorizes the Commission to sanction a licensee if the licensee “[b]reaches a fiduciary duty owed by a licensee to his or her principal in a real estate transaction[.]”

8. Respondents’ conduct throughout this transaction demonstrates a breach of fiduciary duty to the sellers in violation West Virginia Code § 30-40-19(a)(31).

9. With respect to a broker, West Virginia Code § 30-40-19(a)(30) authorizes the Commission to sanction a licensee if the licensee “[f]ails to adequately supervise all associate brokers and salespersons employed by him or her[.]”

10. Respondent Cavendish failed to adequately supervise Respondent Smith throughout this transaction in violation of West Virginia Code § 30-40-19(a)(30).

11. West Virginia Code § 30-40-19(a)(37) authorizes the Commission to sanction a licensee if the licensee “[e]ngages in any act or conduct which constitutes or demonstrates bad faith, incompetency, untrustworthiness, or dishonest, fraudulent, or improper dealing[.]”

12. Respondents’ conduct throughout this transaction demonstrated, at a minimum, incompetency in violation of West Virginia Code § 30-40-19(a)(37).

CONSENT

By signing below, each Respondent agrees to the following:

1. Respondents have had the opportunity to consult with counsel and execute this Consent Decree voluntarily, freely, without compulsion or duress and are mindful that it has legal consequences. No person or entity has made any promise or given any inducement whatsoever to encourage either Respondent to make this settlement other than as set forth herein. Respondents acknowledge that they may pursue this matter through appropriate administrative proceedings and are aware of their legal rights regarding this matter, but intelligently and voluntarily waive such rights.

2. Respondents acknowledge the Findings of Fact set forth above, admit that there is probable cause to conclude that the violations set forth above in the Conclusions of Law occurred, and consent to the entry of the following Order:

ORDER

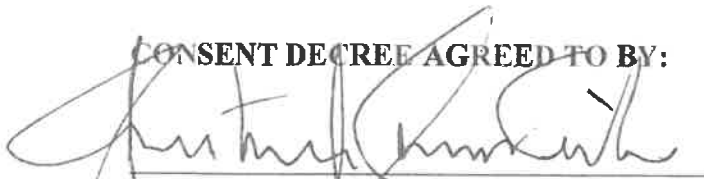
On the basis of the foregoing, the Commission hereby ORDERS as follows:

1. Respondents are hereby reprimanded and shall each pay a fine in the amount of \$5,000 within thirty (30) days of entry of this Consent Decree.

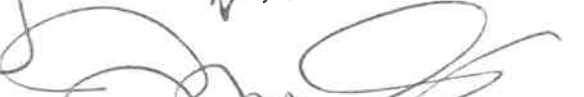
2. In addition, within six (6) months of entry of this Consent Decree, Respondents shall each complete three (3) hours of in-person continuing education on the subject of Agency and report such completion to the Commission. The education required in this Consent Decree does not count toward, and is in addition to, the hours required for annual renewal of Respondents' respective licenses.

3. Any deviation from the requirements of this Consent Decree, without the prior written consent of the Commission, shall constitute a violation of an order of the Commission and may result in further disciplinary action, including, but not limited to, suspension of Respondents' licenses. The Commission shall immediately notify Respondents via certified mail of the alleged violation of the Consent Decree. In the event Respondents contest the alleged violation of the Consent Decree, Respondents are entitled to a hearing to challenge the alleged violation. Such hearing shall be scheduled and conducted in accordance with the provisions of W. Va. Code §§ 30-1-8 and 30-40-1 *et seq.* and any procedural rules promulgated by the Commission.

CONSENT DECREE AGREED TO BY:


JON CAVENDISH, Broker

9-13-26
Date


ISAAC "QUINTIE" SMITH, Salesperson

9/13/26
Date

ENTERED into the records of the Real Estate Commission this:

29th day of September, 2026.

WEST VIRGINIA REAL ESTATE COMMISSION,

By: 
Keri L. Ferro, Executive Director