

**IN THE STATE OF MISSISSIPPI  
BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION**

**MISSISSIPPI REAL ESTATE COMMISSION**

**vs.**

**CASE # 043-1808**

**PHILIP J. GATTUSO, JR., Principal Broker**

**RESPONDENT**

**AGREED ORDER**

This cause came before the Mississippi Real Estate Commission, sometimes hereinafter "Commission," pursuant to the authority of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, on a Complaint against Philip J. Gattuso, Broker. The Commission was advised that there has been an agreement reached resolving the issues brought forward in this complaint. By entering into this Agreed Order, the Respondent does agree to waive his right to a full hearing and his right to appeal to any circuit court. The Commission does, then, hereby find and order the following:

1.

Respondent Philip J. Gattuso, Jr., sometimes hereinafter "Respondent" or "Gattuso" is an adult resident citizen of Mississippi whose last known business address of record with the Commission is 5267 Old Hwy 11, Hattiesburg, MS. Respondent Gattuso is the holder of a real estate broker's license issued by the Commission pursuant to Miss. Code Ann. §73-35-1, *et seq.*, as amended and, as such, he is subject to the provisions, rules, regulations and statutes governing the sale and transfer of real estate and licensing of real estate brokers under Mississippi law.

2.

In August of 2018, this office received a sworn statement of complaint from Marla Mathis of 300 S. 21<sup>st</sup> Ave., Hattiesburg, MS 39401 as to Philip J. Gattuso, Jr., Principal Broker of Southern Property Group LLC, 5267 Old Highway 11, Hattiesburg, MS 39402. Respondent Gattuso represented the sellers of the property, Mr. & Ms. Duhe. Mathis' sister, Michele Mathis, represented Marla as a buyer's agent. Michelle Mathis' Salesperson license file is closed. This transaction at issue closed on 12/31/2013 and Stephen Thomas, Esq. was the closing attorney.

3.

The Complainant purchased the home and property located at 300 S. 21<sup>st</sup> Avenue, Hattiesburg. The MLS listing printout provided to her by her agent, Michelle Mathis, (MLS# 90616) showed 2.64 acres and was comprised of lots numbered 1 through 12.

4.

Included with the complaint was a copy of a contract for sale and a seller's counteroffer. The purchase offer was handwritten, listed only the street address as the property sought, and made no mention of lots 1 through 12, as stated on the MLS in agent Mathis' possession. This MLS document was what agent Mathis and the Complainant based the purchase offer on. The Complainant signed her offer on 11/6/2013. A seller's counteroffer was accepted by the Complainant on 11/8/2013. This counteroffer had the address for sale specified as 300 S. 21<sup>st</sup> Avenue but only showed lots 8 through 12. At closing, the Warranty Deed delivered to the Complainant described the property as lots 8 through 12. Investigation revealed, however, that the Complainant intended and offered to buy, and the sellers intended and accepted to sell, all 12 of the lots.

5.

4 years later, in December of 2017, the Complainant noticed a "For Sale" sign in her backyard area with a telephone number for SKL Investments Inc. Shortly thereafter, she received a letter from SKL Investments stating that they had property for sale in her area and was offering to sell this "adjacent" property to her. The Complainant then called the closing attorney Thomas, Regions Bank and Respondent Gattuso. Several weeks passed with no response from anyone. When closing attorney Thomas became aware of the Complainant's frustration and anger over the possibility of her losing what she thought was her property over a clerical error, this closing attorney said he believed the matter could be rectified by having the sellers sign a quitclaim deed for lots 1 through 7, which was done. By the time the quitclaim was received, however, the lots had become subject to, and were sold in tax sales for the years 2013-2016.

6.

When the Complainant took the Quitclaim deed to Chancery Court to be filed, she saw that the taxes for lots 1-7 had been paid for 4 years by 4 different businesses. Complainant Mathis then spoke with Melanie Priscock of SKL Investments and was able to buy the properties back, so she has recovered ownership of the lots 1-7 that she originally thought she was paying for, but at an additional cost of back taxes and interest accrued on said tax sales.

7.

The Complainant was advised that the mistake fell on listing broker Gattuso, and that if he would not correct the error, then to file against his E&O carrier. The Complainant contacted Respondent Gattuso and explained the steps and expenses she took to correct the matter and asked if he was taking responsibility for the error. Gattuso refused to give her his insurance carrier information and told Mathis to "get in line" to file a claim or lawsuit against him.