

SECTION 81-885.24(20) - FAILURE TO DELIVER PURCHASE AGREEMENT IN TIMELY MANNER

| VIOLATION | COMPLAINT | DATE OF ORDER | PENALTY |
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| Section 81-885.24(20) by failing to advise buyers of an amendment to a Purchase Agreement; 81-885.24(21) by failing to deliver to buyer in a timely manner a complete and detailed closing statement; and 81-885.24(29) by demonstrating unworthiness to act as a real estate Broker. | 91-024 - Commission vs. Allan D. Woodward | November 26, 1991 | Stipulation and Consent Order. License suspended for 6 months, then on probation 1 year & 6 months. |
| Section 81-885.24(20) and (29) by demonstrating negligence, incompetency or unworthiness to act as a Broker by failing to deliver to the buyers within a reasonable time a completed copy of an addendum to a Purchase Agreement, and a Purchase Agreement. | 92-042 - Commission vs. Charles DeVetter, Jr. | February 25, 1993 | Suspend 60 days with last 30 days stayed and served on probation. |
| Section 81-885.24(3) by failing to account for and remit any money; 81-885.24(20) by failing to deliver Purchase Agreement within a reasonable time; 81-885.24(24) by failing to place any deposit money in custody of his employing Broker as soon after receipt as possible; 81-885.24(29) by demonstrating negligence, incompetency or unworthiness to act as a Broker. | 95-001 - Commission vs. John Chapman Bussey | May 9, 1995 | Stipulation and Consent Order. 30 day suspension, with last 15 days stayed and served on probation. |
| Section 81-885.24(22) by advising buyer that offer was accepted but that sellers needed a little time to find a house; 81-885.24(20) by failing to deliver within a reasonable time, a completed and dated copy of the Purchase Agreement; and 81-885.24(29) by demonstrating negligence to act as a Salesperson. | 96-021 - Brian Schaecher vs. Teri Ann Medelman | June 28, 1996 | Stipulation and Consent Order. License suspended 30 days with an additional 6 hours of continuing education in license and contract law to be completed within 6 months. |
| Section 81-885.24(20) by failing to deliver within a reasonable time a completed and dated copy of purchase agreement or offer to buy or sell real estate to the purchaser and to the seller. | 97-054 - Commission vs. Marlene L. Bader | December 10, 1997 | Stipulation and Consent Order. License Censured. |
| Section 81-885.24(20) by failing to deliver within a reasonable time a completed and dated copy of the September 10, 1997 Purchase Agreement to the Sellers. | 2001-003 - Howard D. Vann vs. Raymond Carrol Trimble | November 12, 2001 | Stipulation and Consent Order. License censured; plus an additional three (3) hours of continuing education in the area of contracts due by February 12, 2002. |
| Violated Neb. Rev. Stat. § 76-2422(4) Before engaging in any of the activities enumerated in subdivision (2) of section 81-885.01, a designated broker intending to act as a dual agent shall obtain the written consent of the seller and buyer | 2014-013 – Commission vs. Jane Hartman Heimboch | June 25, 2014 | Stipulation and Consent Order entered June 25, 2014. License revoked. |

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| <p>or landlord and tenant permitting the designated broker to serve as a dual agent. The consent shall include a licensee's duties and responsibilities specified in section 76-2419. The requirements of this subsection are met as to a seller or landlord if the written agreement entered into with the seller or landlord complies with this subsection. The requirements of this subsection are met as to a buyer or tenant if a consent or buyer's or tenant's agency agreement is signed by a potential buyer or tenant which complies with this subsection. The consent of the buyer or tenant does not need to refer to a specific property and may refer generally to all properties for which the buyer's or tenant's agent may also be acting as a seller's or landlord's agent and would be a dual agent. If a licensee is acting as a dual agent with regard to a specific property, the seller and buyer or landlord and tenant shall confirm in writing the dual-agency status and the party or parties responsible for paying any compensation prior to or at the time a contract to purchase a property or a lease or letter of intent to lease is entered into for the specific property, by failing to disclose in writing brokerage services, to have clients sign an Agency Disclosure and to note the refusal of an individual to sign an Agency Disclosure; Neb. Rev. Stat. § 81-885.01(2) Broker means any person who, for any form of compensation or consideration or with the intent or expectation of receiving the same from another, negotiates or attempts to negotiate the listing, sale, purchase, exchange, rent, lease, or option for any real estate or improvements thereon, or assists in procuring prospects or holds himself or herself out as a referral agent for the purpose of securing prospects for the listing, sale, purchase, exchange, renting, leasing, or optioning of any real estate or collects rents or attempts to collect rents, gives a broker's price opinion or comparative market analysis, or holds himself or herself out as engaged in any of the foregoing. Broker also includes any person: (a) Employed, by or on behalf of the owner or owners of lots or other parcels of real estate, for any form of compensation or consideration to sell such real estate or any part thereof in</p> | <p>2014-013 – Commission vs. Jane Hartman Heimbouch (continued)</p> | | |

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| <p>lots or parcels or make other disposition thereof; (b) who auctions, offers, attempts, or agrees to auction real estate; or (c) who buys or offers to buy or sell or otherwise deals in options to buy real estate, by failing to disclose in writing brokerage services, to have clients sign an Agency Disclosure and to note the refusal of an individual to sign an Agency Disclosure; Neb. Rev. stat. § 81-885.24(16) Violating any provision of sections 76-2401 to 76-2430; by failing to disclose in writing brokerage services, to have clients sign an Agency Disclosure and to note the refusal of an individual to sign an Agency Disclosure; Neb. Rev. State § 76-2421(1) At the earliest practicable opportunity during or following the first substantial contact with a seller, landlord, buyer, or tenant who has not entered into a written agreement for brokerage services with a designated broker, the licensee who is offering brokerage services to that person or who is providing brokerage services for that property shall: (a) Provide that person with a written copy of the current brokerage disclosure pamphlet which has been prepared and approved by the commission; and (b) Disclose in writing to that person the types of brokerage relationships the designated broker and affiliated licensees are offering to that person or disclose in writing to that person which party the licensee is representing, by failing to disclose in writing brokerage services, to have clients sign an Agency Disclosure and to note that an individual refused to sign an Agency Disclosure; Neb. Rev. State § 81-885.24(3) Failing to account for and remit any money coming into his or her possession belonging to others by failing to timely deposit or remit earnest monies, failed to keep separate earnest money from clients and to account for money belonging to others with respect to irrigation payments or utility charges; Neb. Rev. Stat. § 81-885.24(4) Commingling the money or other property of his or her principals with his or her own, by failing to timely deposit or remit earnest monies, also failed to keep separate earnest money from clients and to account for money belonging to others with respect to irrigation payments or utility charges;</p> | <p>2014-013 – Commission vs. Jane Hartman Heimbouch (continued)</p> | | |

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| <p>Neb. Rev. Stat. § 81-885.24(24) Failing by an associate broker or salesperson to place, as soon after receipt as practicable, in the custody of his or her employing broker any deposit money or other money or funds entrusted to him or her by any person dealing with him or her as the representative of his or her licensed broker, by failing to timely deposit or remit earnest monies, to keep separate earnest money from clients and to account for money belonging to others with respect to irrigation payments or utility charges; Neb. Rev. Stat. § 81-885.24(26) Violating any rule or regulation adopted and promulgated by the commission in the interest of the public and consistent with the Nebraska Real Estate License Act; by failing to timely deposit or remit earnest monies, to keep separate earnest money from clients and to account for money belonging to others with respect to irrigation payments or utility charges; Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section, by failing to timely deposit or remit earnest monies, to keep separate earnest money from clients, to account for money belonging to others with respect to irrigation payments or utility charges, to deliver a written copy of offers and/or purchase agreements and to protect interests of her clients. Heimbouch also failed to truthfully and timely inform her clients of the status of transactions concerning their properties and to competently complete paperwork; 299 NAC 3-005 Earnest money deposits and other deposits relating to the sale of real estate shall be kept in a separately identified trust account and all other trust funds may be deposited in another separately identified trust account, by failing to timely deposit or remit earnest monies, to keep separate and/or commingling earnest money received from clients, to account for money belonging to others with respect to irrigation payments or utility charges, to deliver a written copy of offers and/or purchase agreements and failed to protect the interests of her clients;</p> | <p>2014-013 – Commission vs. Jane Hartman Heimbouch (continued)</p> | | |

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| <p>299 NAC 5-003.14 Failure to deposit any funds received as an earnest money deposit within 72 hours or before the end of the next banking day, after an offer is accepted, in writing, unless otherwise provided in the purchase agreement. In the event an offer is not accepted, said earnest money deposit shall be returned forthwith, by failing to timely deposit or remit earnest monies, to keep separate earnest money from clients and to account for money belonging to others with respect to irrigation payments or utility charges; 299 NAC 5-003.15 Withholding earnest money when the purchaser or seller is rightfully entitled to the money; provided, a broker may retain funds to cover expenses he or she has prepaid for a purchaser or seller from the broker's funds, by failing to timely deposit or remit earnest monies, to keep separate earnest money from clients, and to account for money belonging to others with respect to irrigation payments or utility charges; Neb. Rev. Stat. § 81-885.24(20) Failing to deliver within a reasonable time a completed and dated copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller, by failing to deliver a written copy of the offer and/ or purchase agreements; 299 NAC 5-003.18 Failure to reduce an offer to writing where a prospective purchaser requests such offer be submitted when the licensee is: the limited seller's agent for the property; the prospective purchaser's limited buyer's agent; or the dual agent of the seller and the prospective purchaser, by failing to deliver a written copy of offers and/or purchase agreements; Neb. Rev. Stat. § 81-885.24(22) Making any substantial misrepresentations, by advising clients of offers without the necessary documents and also disclosing personal information about possible clients.</p> | <p>2014-013 – Commission vs. Jane Hartman Heimboch (continued)</p> | | |
| <p>Violated Neb. Rev. Stat. § 81-885.24(20) Failing to deliver within a reasonable time a completed and dated copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller, by allowing the Owners and Buyers to receipt for a fully executed purchase agreement when the Owners' signatures were not notarized as required</p> | <p>2015-039 – Commission vs. Steven Randolph Wiley</p> | <p>April 21, 2016</p> | <p>Stipulation and Consent Order. License suspended for one (1) year with the first thirty (30) days served on suspension, and the remainder stayed and served on probation. Suspension commenced on May 4, 2016 and continues through June</p> |

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| <p>by Neb. Rev. Stat. § 40-104 (as then in effect), The homestead of a married person cannot be conveyed or encumbered unless the instrument by which it is conveyed or encumbered is executed and acknowledged by both spouses; violated Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section, by allowing Buyer's and Seller's to receipt for a fully executed purchase agreement when the Buyer's Purchase Agreement was not complete due to the signatures of the Owners not being notarized, also by making false assertions that notarization was no longer required by the Nebraska Real Estate Commission by failing to have any purchase agreements in either transaction notarized, and representing that he was no longer involved in the transaction when in fact Wiley was working with both the Buyers and Owners on the Purchase Agreement.</p> | <p>2015-039 – Commission vs. Steven Randolph Wiley (continued)</p> | | <p>4, 2016. Probation begins June 5, 2016 and continues through May 4, 2017; plus pay a civil fine of \$1,500.00 by May 21, 2016; plus complete an additional three (3) hours of continuing education in the area of License Law by October 21, 2016.</p> |
| <p>Basye violated Neb. Rev. Stat. § 81-885.24(8) Accepting any form of compensation or consideration by an associate broker or salesperson from anyone other than his or her employing broker without the consent of his or her employing broker, when Mr. Basye deposited a commission check in his account or the account of Basye Real Estate Concepts instead of the account of his designated broker; violated Neb. Rev. Stat. § 81-885.24(20) Failing to deliver within a reasonable time a completed and dated copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller, by failing to deliver a completed copy of the contract Assignment or Addendum to the Seller within a reasonable time; violated Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section by (a) accepting and depositing the Commission Check in a personal account</p> | <p>2019-001 - Commission vs. Ryan Basye</p> | <p>November 21, 2019</p> | <p>Stipulation and Consent Order entered November 21, 2019. License suspended for a period of thirty (30) days and serve one (1) year probation. Suspension begins December 7, 2019, and continues through January 5, 2020. Probation will begin on January 6, 2020 and continue through January 6, 2021; plus take an additional six (6) hours of continuing education in the area of Ethics due May 21, 2020; plus pay a Civil Fine of \$1,000.00 by December 21, 2019.</p> |

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| <p>without the consent of his employing broker; (b) did not within a reasonable time, provide Seller with a completed and dated copy of the Assignment; (c) did not within a reasonable time, provide Seller with a completed and dated copy of the Addendum; (d) for Seller not receipting for a copy of a fully executed purchase agreement; (e) for not discussing with or providing to Seller an "Acknowledgement of Disclosure" form; violated Neb. Rev. Stat. § 76-2421(4)(a) Before engaging in any of the activities enumerated in subdivision (2) of section 81-885.01, a licensee working as an agent or subagent of the buyer or tenant with a seller or landlord who is not represented by a licensee shall provide a written disclosure to the customer which contains the following: (a) A statement that the licensee is an agent for the buyer or tenant and is not an agent for the customer, by failing to provide a written agency disclosure; violated 299 NAC 5-003.07 Failure of a licensee to comply with the requirements set forth in Neb. Rev. Stat. Sections 76-2401 - 76-2430; (a) by accepting and depositing the Commission Check in a personal account without the consent of his employing broker; (b) did not provide Seller with a completed and dated copy of the Assignment within a reasonable time; (c) did not provide Seller with a completed and dated copy of the Addendum within a reasonable time; (d) for Seller not receipting for a copy of a fully executed purchase agreement; (e) did not discuss or provide the Seller with an "Acknowledgement of Disclosure" form.</p> | <p>2019-001 - Commission vs. Ryan Basye (continued)</p> | | |
| <p>Buettner violated Neb. Rev. Stat. § 76-2418(1) A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations: (a) To perform the terms of any written agreement made with the client; (b) To exercise reasonable skill and care for the client; (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including: (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of</p> | <p>2020-030 – Commission vs. Susan Paulette Buettner</p> | <p>October 16, 2020</p> | <p>Stipulation and Consent Order entered October 16, 2020. License is placed on Probation for a period of six (6) months. Probation commences on November 15, 2020, and continues through May 15, 2021; plus complete and additional six (6) hours of continuing education with three (3) hours each in the areas of Contracts and License Law by January 14, 2021; plus pay a civil fine of \$750.00 due November 15, 2020.</p> |

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| <p>intent to lease; (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease; (iii) Disclosing in writing to the client adverse material facts actually known by the licensee; and (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee; (d) To account in a timely manner for all money and property received; (e) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations, when she failed to provide Buyers' written offer to Seller in a timely manner; violated Neb. Rev. Stat. § 81-885.24(16) Violating any provision of sections 76-2401 to 76-2430, when she failed to provide Buyers' written offer to Seller in a timely manner; violated Neb. Rev. Stat. § 81-885.24(20) Failing to deliver within a reasonable time a completed and dated copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller, by not delivering the executed purchase agreement before it expired; violated Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section, when she failed to provide Buyers' written offer to Seller in a timely manner.</p> | <p>2020-030 – Commission vs. Susan Paulette Buettner (continued)</p> | | |
| <p>Buettner violated Neb. Rev. Stat. § 76-2418(1) A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations: (a) To perform the terms of any written agreement made with the client; (b) To exercise reasonable skill and care for the client; (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity,</p> | <p>2020-030 – Commission vs. William Todd Buettner</p> | <p>October 16, 2020</p> | <p>Stipulation and Consent Order entered October 16, 2020. License is placed on Probation for a period of one (1) year. Probation commences on November 15, 2020, and continues through November 15, 2021; plus complete and additional six (6) hours of continuing education with</p> |

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| <p>including: (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease; (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease; (iii) Disclosing in writing to the client adverse material facts actually known by the licensee; and (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee; (d) To account in a timely manner for all money and property received; (e) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations, when he failed to present all written orders to and from the client in a timely manner; violated Neb. Rev. Stat. § 81-885.24(16) Violating any provision of sections 76-2401 to 76-2430, by not presenting all written orders to and from the client in a timely manner; violated Neb. Rev. Stat. § 81-885.24(20) Failing to deliver within a reasonable time a completed and dated copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller, by not delivering the executed purchase agreement before it expired to the Seller; violated Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section, when he did not deliver the executed purchase agreement before it expired to the Seller.</p> | <p>2020-030 – Commission vs. William Todd Buettner (continued)</p> | | <p>three (3) hours each in the areas of Contracts and License Law by January 14, 2021; plus pay a civil fine of \$1,000.00 due November 15, 2020.</p> |
| <p>[Gatechenko violated Neb. Rev. Stat. § 76-2417(1)(a) a licensee representing a seller shall have the following duties</p> | <p>2022-015 Kathryn Robin Allen vs. Joseph Vladimir Gatchenko</p> | <p>November 17, 2022</p> | <p>License to be suspended for a period of thirty-six (36) months, with the first one</p> |

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| <p>and obligations to perform the terms of the written agreement made with the client, when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 76-2417(1)(b) To perform the terms of the written agreement made with the client, when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 76-2417 (1)(c) to comply with all requirements of section 76-2401 to 76-2430 of the Nebraska License Act, and any rules and regulations promulgated pursuant to such sections of the act, when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 81-885.24 (16) commits unfair trade practices by "violating any provisions of 76-2401 to 76—2430 of the Nebraska License Act when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Title 299, Chapter 5-003.02 actions demonstrating negligence, incompetency, or unworthiness under section Neb. Rev. Stat. § 81-885.24 (29) conspiring with an applicant to represent to any lender, guaranteeing agency, or any other interested party, either verbally or through the preparations of false documents, an amount in excess of the true and actual sale price of the real estate or terms differing from those actually agreed upon when he presented a fake offer to the Buyer's Agent; Title 299, Chapter 5-003.07 failure of a licensee to comply with the requirements set forth in Neb. Rev. Stat. Sections 76-2401 - 76-2430 when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 81-885.24 (26) Violating any rule or regulation adopted and promulgated by the commission in the interest of the public and consistent with the Nebraska Real Estate License Act when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 81-885.24 (20) failure to include a fixed date of expiration on a written listing agreement and failing to leave a copy of the agreement with the principal when Mr. Gatchenko presented a fake offer to the Buyer's Agent to</p> | <p>2022-015 Kathryn Robin Allen vs. Joseph Vladimir Gatchenko (continued)</p> | | <p>hundred and twenty (120) days served on suspension and the remaining suspension period stayed and served on probation. Suspension will commence on December 17, 2022, and continues through April 16, 2023. Probation shall commence on April 17, 2023, and continues through December 17, 2025; plus pay a civil fine of \$2000.00 due February 15, 2023; plus complete an additional six (6) hours of continuing education with three (3) hours in the area of ethics and three (3) hours in the area of contracts. These hours are due May 16, 2023; plus if Mr. Gatechenko violates any law administered by the Nebraska Real Estate Commission during the entirety of his suspension probationary period, it may result in a Show Cause proceeding being brought against him by the Commission, in which case, his Nebraska real estate salesperson's license may be suspended for the remainder of the probationary suspension period, and, in addition to or as an alternative to such suspension the Commission may, as a result of the findings of such hearing, impose any other sanctions as provided in the Nebraska Real Estate License Act;</p> |

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| increase the sale price of the home that did not include an expiration date; Neb. Rev. Stat. § 81-885.24 (22) it is an unfair trade practice to make substantial misrepresentations when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home; Neb. Rev. Stat. § 81-885.24(29) Demonstrating negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a different character as otherwise specified in this section, when Mr. Gatchenko presented a fake offer to the Buyer's Agent to increase the sale price of the home | 2022-015 Kathryn Robin Allen vs. Joseph Vladimir Gatchenko (continued) | | |