

**BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301**

In the Matter of:

File Nos. 2016-022 & 2016-023 NH Real Estate Commission v. James A. Neckermann
dba: Commercial Real Estate Group

Allegations: RSA 331-A:3, RSA 331-A:34

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 James A. Neckermann, both individually and d/b/a Commercial Real Estate Group (“Respondent”), a real estate broker currently licensed in the State of Connecticut, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

The Commission and Respondent stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against Respondent pursuant to NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31, V. Accordingly, the Commission and Respondent agree and stipulate as follows:

1. Respondent engaged in brokerage activity (as defined in NH RSA 331-A:2, III) from September 9, 2015 to July 25, 2016, when he allowed to be listed for sale property located at 3039 Dartmouth College Highway in North Haverhill, New Hampshire, and from February 9, 2016 to July 25, 2016, when he allowed to be listed for sale property located at 281 2nd New Hampshire Turnpike in Hillsborough, New Hampshire, both on his user account located on a third-party website, loopnet.com.

2. Respondent conducted said activity without holding a New Hampshire real estate broker's license, in violation of NH RSA 331-A:3 and NH RSA 331-A:34.

3. Respondent acknowledges that this conduct constitutes grounds for the Commission to impose disciplinary sanctions against Respondent pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and New Hampshire Real Estate rules and regulations.

WHEREFORE, Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A:28, I:

- A. Respondent agrees to cease and desist any and all real estate brokerage activity for properties located in the State of New Hampshire unless and until such time as he is a licensed New Hampshire real estate broker, as set forth in NH RSA 331-A:3, RSA 331-A:34, IV;
- B. Respondent agrees to complete, at his own expense, a real estate ethics course consisting of a minimum of three (3) hours, and provide proof of his completion of said course to the Commission within six (6) months of the effective date of this Settlement Agreement.
- C. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license.

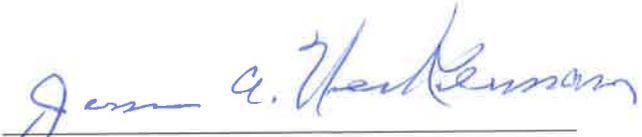
- D. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Commission.
- E. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above. However, the Commission may consider the above-described misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
- F. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Commission as a public document.
- G. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
- H. The Commission agrees that in return for Respondent executing this Settlement Agreement, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein and shall close the above-captioned complaints with no further action.
- I. Respondent understands that his action in entering into this Settlement Agreement is a final act and not subject to reconsideration or judicial review or appeal.
- J. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this Settlement Agreement.

- K. Respondent understands 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. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Settlement Agreement has prejudiced his right to a fair and impartial hearing in the future if this Settlement Agreement is not accepted by the Commission.
- L. Respondent states that he is not under the influence of any drugs or alcohol at the time he signs this Settlement Agreement.
- M. Respondent certifies that he has read this document titled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this Settlement Agreement, he waives these rights as they pertain to the misconduct described herein.
- N. 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

I, James A. Neckermann both individually and James A. Neckerman d/b/a Commercial Real Estate Group, have reviewed the foregoing Settlement Agreement settling misconduct allegations pending against us, and, of our 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, James A. Neckermann individually and d/b/a Commercial Real Estate Group, knowingly and freely waive the 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: FEB. 28, 2017


James A. Neckermann
Respondent

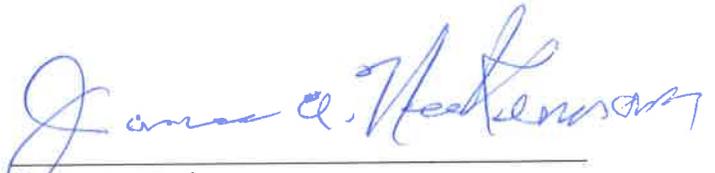
On this 28TH day of FEBRUARY A.D. 2017 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.


Justice of the Peace/Notary Public

My commission expires:

ROLAND C. BAIKAL
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2018

Dated: FEB 28, 2017



James A. Neckermann
Authorized Representative for
Commercial Real Estate Group
Respondent

On this 28TH day of FEBRUARY A.D. 2017 personally
appeared the person who subscribe to the following instrument and acknowledged the same as
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Justice of the Peace/Notary Public

My commission expires:

ROLAND C. BAIKAL
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2018

Dated: March 8, 2017



Counsel for Respondent
Andrew R. Hamilton, NH Bar No. 265245
McLane Middleton, P.A.
900 Elm Street
Manchester, NH 03101

FOR THE COMMISSION

Dated: 3-21, 2017



Linda Capuchino, Division Director
Authorized Representative of the
Off. Of Professional Licensure & Certification
On Behalf of the NH Real Estate Commission