



**WEB/TELECONFERENCE
REAL ESTATE EXAMINING BOARD
Room 121C, 1400 East Washington Avenue, Madison
Contact: Brittany Lewin (608) 266-2112
January 16, 2014**

The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a record of the actions of the Board.

AGENDA

10:00 A.M.

OPEN SESSION – CALL TO ORDER – ROLL CALL

A) Adoption of Agenda (1-2)

B) 10:00 A.M. – APPEARANCE – Attorney Sarah Norberg

- 1) Presentation of Petition for Summary Suspension in Case Number 13 REB 070, Kevin G. Ecker
- 2) Presentation of Petition for Designation of Hearing Official in Case Number 13 REB 070, Kevin G. Ecker

C) Public Comments

CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85 (1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85 (1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).

D) Deliberation of Petition for Summary Suspension in Case Number 13 REB 070, Kevin G. Ecker (3-26)

E) Deliberation of Petition for Designation of Hearing Official in Case Number 13 REB 070, Kevin G. Ecker (27-30)

F) Consulting with Legal Counsel

RECONVENE TO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION

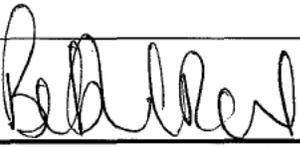
G) Vote on Items Considered or Deliberated Upon in Closed Session, if Voting is Appropriate

ADJOURNMENT

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**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

| | | | |
|---|---|--|--|
| 1) Name and Title of Person Submitting the Request: Beth Cramton on behalf of Attorney Sarah Norberg Division of Legal Services and Compliance | | 2) Date When Request Submitted: January 7, 2014 | |
| | | Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others | |
| 3) Name of Board, Committee, Council, Sections: Real Estate Examining Board | | | |
| 4) Meeting Date: January 16, 2014 | 5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 6) How should the item be titled on the agenda page? Presentation of Petition for Summary Suspension in Case Number 13 REB 070, Kevin G. Ecker | |
| 7) Place Item in: <input type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Both | 8) Is an appearance before the Board being scheduled? <input checked="" type="checkbox"/> Yes (Fill out Board Appearance Request) <input type="checkbox"/> No | 9) Name of Case Advisor(s), if required: Stephen Beers | |
| 10) Describe the issue and action that should be addressed: The Board must decide whether to grant the Petition for Summary Suspension. Respondent has the right to appear during open session presentation to be heard [Wis. Stat. § 448.02(4)]. The Board must decide whether there is probable cause to believe that: 1. Respondent has violated the Board's statutes and rules; 2. It is necessary to suspend Respondent's license immediately to protect the public health safety or welfare. ** Please note that the Van Grinsvens are located out of state and therefore signed copies of the attached affidavits will be immediately provided to the Board upon receipt by the Division. | | | |
| 11)  | | Authorization | |
| Signature of person making this request | | Date 1-7-14 | |
| Supervisor (if required) | | Date | |
| Executive Director signature (indicates approval to add post agenda deadline item to agenda) | | Date | |
| Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, Provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting. | | | |

BOARD APPEARANCE REQUEST FORM

Board Name: Real Estate Examining Board

Board Meeting Date: February 16, 2014

Person Submitting Agenda Request: Beth Cramton

Person requesting an appearance: Attorney Sarah Norberg

Mailing address: P.O. Box 7190, Madison, WI 53707-7190

Email address: sarah.norberg@wisconsin.gov

Telephone #: (608) 261-2180

Reason for Appearance: Consideration of Petition for Summary Suspension in case number
13 REB 070, Kevin G. Ecker

Is the person represented by an attorney? If so, who?

Attorney's mailing address:

Attorney's e-mail address:

Phone Attorney:

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
: DLSC CASE NO. 13 REB 070
KEVIN G. ECKER, :
RESPONDENT. :

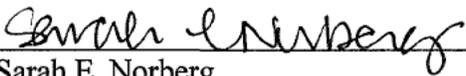
NOTICE OF PRESENTATION OF PETITION FOR SUMMARY SUSPENSION

To: KEVIN G. ECKER
P.O. BOX 265
STOCKBRIDGE, WI 53088-0265

PLEASE TAKE NOTICE that the Petitioner, Wisconsin Department of Safety and Professional Services, Division of Legal Services and Compliance, will present the attached Petition for Summary Suspension to the Wisconsin Real Estate Examining Board at the following date, time and place:

Date: January 16, 2014
Time: 10:00 AM
Place: Room 121C
1400 E. Washington Avenue
Madison, Wisconsin 53703

Dated at Madison, Wisconsin this 16th day of January, 2014.



Sarah E. Norberg
Prosecuting Attorney
Wisconsin State Bar Number 1041826
Department of Safety & Professional Services
Division of Legal Services and Compliance
P.O. Box 7190
Madison, WI 53707-7190
Tel. (608) 261-2180
Fax (608) 266-2264

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
 : DLSC CASE NO. 13 REB 070
KEVIN G. ECKER :
RESPONDENT. :

PETITION FOR SUMMARY SUSPENSION
[Wis. Admin. Code ch. SPS 6]

Sarah E. Norberg, being duly sworn on oath, upon information and belief, deposes and states, as follows:

1. I am an attorney employed by the Wisconsin Department of Safety and Professional Services, Division of Legal Services and Compliance, and in the course of my job duties have been assigned to the investigation and prosecution of case no. 13 REB 070 against Respondent Kevin G. Ecker for the Wisconsin Real Estate Examining Board.

2. My business address is 1400 East Washington Avenue, Madison, Wisconsin 53703, and my business mailing address is P.O. Box 7190, Madison, Wisconsin 53707.

3. Respondent Kevin G. Ecker, (dob 02/10/1960), is licensed in the State of Wisconsin as a Real Estate Broker, having license number 26990-090, first issued on June 2, 1982, and current through December 14, 2014. Respondent's most recent address on file with the Wisconsin Department of Safety and Professional Services (Department) is P.O. Box 265, Stockbridge, WI 53088-0265. Respondent does business as Wisconsin Real Estate.

4. On December 18, 2006, Dennis Van Grinsven entered into a WB-6 Business Listing Contract-Exclusive Right to Sell with Respondent for the sale of his and his wife's business, DJ's Used Truck Sales. The listing contract was subsequently extended on multiple occasions.

5. In November 2008, Respondent indicated that he had a buyer for the Van Grinsven business (Scott Lenz and/or Hwy 55 Used Truck Sales, LLC) but that the buyer needed assistance with a down payment. Respondent asked Dennis and Anna Van Grinsven if they would advance a down payment to the buyer.

6. On November 14, 2008, Anna Van Grinsven issued a check (number 1303) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$75,000 to "Wi Realestate" as an advance on closing to provide a method for the buyer to have a

down payment on the purchase of their business and residence. The memo line of the check states "closing expense."

7. On November 17, 2008, the Van Grinsven's check number 1303 was endorsed by Kevin Ecker, Wisconsin Real Estate and deposited into Respondent's business account (no. [REDACTED]) at the State Bank of Chilton.

8. In April 2009, Respondent indicated the potential buyer needed additional money for a down payment.

9. On April 16, 2009, Anna Van Grinsven issued a check (number 1602) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$35,000 to "Wi Realestate." The memo line of the check states "business sale."

10. On April 17, 2009, the Van Grinsven's check number 1602 was endorsed by Wisconsin Real Estate, Kevin Ecker and deposited into Respondent's business account (no. [REDACTED]) at the State Bank of Chilton.

11. When the sale of the Van Grinsven's business failed to close, Respondent informed the Van Grinsvens that their money was invested in an account with Bank of America.

12. The alleged potential sale of the Van Grinsven's business to Scott Lenz and/or Hwy 55 Used Truck Sales, LLC never occurred.

13. In December 2012, the Van Grinsvens informed Respondent that they wanted their money returned.

14. In February 2013, the Van Grinsvens received a bankruptcy notice from Respondent.

15. The Calumet County Sheriff's Department was unable to locate any company named Hwy 55 Used Truck Sales, LLC or any interested buyer named Scott Lenz.

16. A review of Respondent's numerous bank accounts reveal that Respondent never placed the Van Grinsven's money into his real estate trust account (M&I Marshall & Ilsley Bank account number 16002598), but rather used the money for personal purposes.

17. On November 22, 2013, Respondent was charged with two counts of Felony Theft-Business Setting >\$10,000 (Calumet County Case Number 2013CF000186).

18. On December 11, 2013, Respondent informed the Department that he is still practicing real estate and has an active listing.

19. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 7, 10 and 16, above, has committed violations of Wis. Stat. § 452.13(2)(c) and Wis. Admin. Code § REEB 18.031(3)(a) by failing to deposit client funds in an interest-bearing common trust account and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(i), (k) and (L).

20. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 7, 10 and 16, above, has committed a violation of Wis. Stat. § 452.133(1)(f) by failing to safeguard trust funds held by the broker and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(i), (k) and (L).

21. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 5, 8, 11 and 15, above, has committed a violation of Wis. Stat. § 452.133(1)(a) by failing to provide brokerage services honestly and fairly and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(b), (k) and (L).

22. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 5, 7-8, 10-11 and 14-16, above, has committed a violation of Wis. Stat. § 452.133(2)(a)1 by failing to place his client's interests ahead of his own and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(i), (k) and (L).

23. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 5, 7-8, 10-11 and 14-16, above, has committed a violation of Wis. Stat. § 452.133(3)(b) by acting in a transaction on his own behalf and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(i), (k) and (L).

24. Respondent Kevin G. Ecker by engaging in the conduct set out in paragraphs 5, 7-8, 10-11 and 14-16, above, has committed a violation of Wis. Admin. Code § REEB 24.03(2)(b) by failing to protect the public against fraud, misrepresentation and unethical practices and is subject to discipline pursuant to Wis. Stat. § 452.14(3)(i), (k) and (L).

25. A formal complaint to be filed with the Division of Hearings and Appeals, alleging that Respondent has committed unprofessional conduct is attached.

26. There is probable cause to believe that it is necessary to suspend Respondent's license immediately to protect the public health, safety or welfare, based upon the above conduct by Respondent.

WHEREFORE, the Division of Legal Services and Compliance hereby requests that the Wisconsin Real Estate Examining Board:

1. Find that notice has been given to Respondent Kevin G. Ecker under Wis. Admin. Code § SPS 6.05.

2. Find probable cause to believe that Respondent Kevin G. Ecker, has engaged in or is likely to engage in conduct such that the public health, safety or welfare imperatively requires emergency suspension of Respondent's license to practice as a Real Estate Broker.

3. Issue an order summarily suspending the license and registration of Respondent Kevin G. Ecker to practice as a Real Estate Broker in the State of Wisconsin and order that such suspension continue until the effective date of a final decision and order issued in the disciplinary proceeding against Respondent, unless otherwise ordered by the Board.

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
 : DLSC CASE NO. 13 REB 070
KEVIN G. ECKER, :
RESPONDENT. :

AFFIDAVIT OF DENNIS VAN GRINSVEN

STATE OF FLORIDA)
) ss
COUNTY OF POLK)

Dennis Van Grinsven, being duly under oath, upon information and belief, deposes and states, as follows:

1. I am an adult resident of Wisconsin, residing at N2330 Highway 151, Chilton, Wisconsin.

2. My wife, Anna Van Grinsven, and I have operated DJ's Used Truck Sales located at N2329 Highway 151 in Chilton, Wisconsin for approximately 40 years.

3. On December 18, 2006, I entered into a WB-6 Business Listing Contract-Exclusive Right to Sell with Kevin G. Ecker for the sale of DJ's Used Truck Sales. The listing contract was subsequently extended on multiple occasions. Attached to this Affidavit as Exhibit A is a true and correct copy of the December 18, 2006 WB-6 Business Listing Contract-Exclusive Right to Sell between Dennis Van Grinsven and Kevin G. Ecker for the sale of DJ's Used Truck Sales.

4. In November 2008, Mr. Ecker indicated that he had a buyer for DJ's Used Truck Sales (Scott Lenz and/or Hwy 55 Used Truck Sales, LLC) but that the buyer needed assistance with a down payment. Mr. Ecker asked me and my wife if we would advance a down payment to the buyer.

5. On November 14, 2008, my wife issued a check (number 1303) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$75,000 to "Wi Realestate" as an advance on closing to provide a method for the buyer to have a down payment on the purchase of their business and residence. The memo line of the check states "closing expense."

6. In April 2009, Mr. Ecker indicated the potential buyer needed additional money for a down payment.

7. On April 16, 2009, my wife issued a check (number 1602) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$35,000 to "Wi Realestate." The memo line of the check states "business sale."

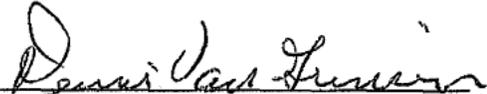
8. When the sale of DJ's Used Truck Sales failed to close, Mr. Ecker informed me and my wife that our money was invested in an account with Bank of America. In 2010, Mr. Ecker provided us an account servicing information sheet from Bank of America.

9. The alleged potential sale of DJ's Used Truck Sales to Scott Lenz and/or Hwy 55 Used Truck Sales, LLC never occurred.

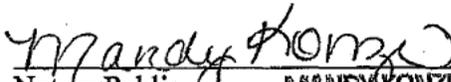
10. On April 14, 2011, Mr. Ecker sent my wife an email indicating that our money was with Bank of America and had a balance of \$122,700.46 on April 1, 2011.

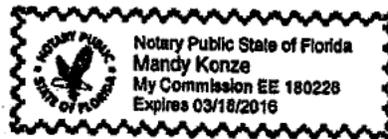
11. In December 2012, my wife informed Mr. Ecker that we wanted our money returned.

12. In February 2013, my wife and I received a Chapter 13 bankruptcy notice from Mr. Ecker.


Dennis Van Grinsven

Subscribed and sworn to before me
this 7th day of January, 2014.


Notary Public MANDY KONZE
My Commission 3/18/2016



WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

LISTING CONTRACT FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSE OR OTHER QUESTIONS.
SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE BUSINESS AND PROPERTY DESCRIBED BELOW ON THE TERMS STATED IN THIS LISTING.

BUSINESS DESCRIPTION: D.J.'S USED TRUCK SALES, OWNED BY DENNIS VAN GRINSVEN (SOLE PROPRIETOR), BUILDINGS AND REAL ESTATE CONSISTING OF APPROXIMATELY 15 ACRES AT N2329 WHY 151 CHILTON, WI 53014

Identify Business name, type of business entity and type of business

located in the _____ Town _____ of _____ Brothertown _____, County of _____ Calumet _____, Wisconsin.

ADDITIONAL PROPERTY INCLUDED IN LIST PRICE: Seller shall include in the list price and transfer, free and clear of encumbrances, all goodwill, stock-in-trade, accounts receivable and all business personal property as defined at lines 202 - 206, unless excluded at lines 11 - 13, and the following additional property: **LIST OF EQUIPMENT, ETC. TO BE PROVIDED TO**

BROKER BY SELLER WITHIN 25 DAYS OF LISTING

PROPERTY NOT INCLUDED IN THE PURCHASE PRICE: NOTE: See lines 267 - 297 if real property is included in the list price.
TRUCK INVENTORY, SELLERS PERSONAL TOOL BOX AND TOOLS

TERMS OF LISTING: PRICE: _____ Six Hundred Fifty Thousand _____

Dollars (\$ 650,000.00). **PAYMENT TERMS:** Cash or equivalent at closing or **WITH MINIMUM \$25,0000 EARNEST**

MONEY

SELLER REPRESENTATIONS REGARDING BUSINESS, INCLUDED PROPERTY AND THE TRANSACTION: Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any conditions affecting the Business, included property or the transaction (as defined at lines 207 - 257) other than those identified in writing in the attached seller's disclosure report dated December 19, 2006 (see lines 286 - 290 regarding seller's disclosure reports) and:

GHD SITE INVESTIGATION AND REMEDIATION REPORT COMPLETED IN 1999

Strike and complete as applicable

SELLER AUTHORITY TO SELL: Seller represents that Seller has authority to sell the Business and included property. If the owner is a business entity, Seller agrees, within ten days of the execution of this Listing, to provide Broker with a copy of documents evidencing that the sale of the Business and included property has been properly authorized. **WARNING: IF SELLER REPRESENTATIONS AT LINES 17 - 25 AND ELSEWHERE ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

MARKETING: In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Business and included property, including but not limited to the following: **ADVERTISING IN AREA PUBLICATION, PARTICIPATION IN MLS**

Seller agrees that Broker may market other comparable businesses during the term of this Listing.

OTHER BROKERS: The Parties agree that Broker will work and cooperate with other brokers in marketing the Business and included property, including brokers from other firms acting as subagents and brokers representing buyers, except: **NONE**

EXCLUSIONS: All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within one week of this Listing, Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from previous listings is uncertain.** Other buyers excluded from this Listing until _____ N/A _____ **INSERT DATE** are: **NONE**

COMMISSION: Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:

- 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Business or the included property;
 - 2) Seller grants an option to purchase all or any part of the Business or included property which is subsequently exercised;
 - 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Business or included property;
 - 4) A transaction occurs which causes an effective change of ownership or control of all or any part of the Business or the included property from Seller to a third party; other than in the ordinary course of business,
 - 5) An offer to purchase is procured for the Business or included property by the Broker, by Seller, or by any other person, at the price and on substantially the terms set forth in this Listing and the standard provisions of the current **WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL ESTATE** (if real property is included in the list price) or **WB-17 OFFER TO PURCHASE - BUSINESS WITHOUT REAL ESTATE**, which is/are incorporated by reference into this Listing, even if Seller does not accept this offer to purchase. See lines 263 - 266 regarding procurement.
 - 6) Seller enters into a management contract involving all or any part of the Business or the included property during the term of this Listing.
- Broker's commission shall be 7.000 % or **NONE OTHER**

_____ whichever is greater. The percentage commission, if applicable, shall be calculated based on the sale price if commission is earned under 1) or 2) above, or calculated based on the list price under 3) (if an exchange of the entire Business and included property), 4), 5) or 6). If less than the entire Business and included property is exchanged, the percentage commission shall be calculated on the fair market value of what is exchanged. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's commission also shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options an interest in all or any part of the Property to another owner, except by divorce judgment. **SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.**

EXHIBIT

1A

61 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any buyer who personally or through any
 62 person acting for such buyer either negotiated to acquire an interest in the Business or included property or submitted a written
 63 offer to purchase, exchange or option during the term of this Listing (protected buyer). If the extension is based on negotiation, the
 64 extension shall be effective only if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the
 65 Listing, unless Seller was directly involved in discussions of the potential terms upon which buyer might acquire an interest in the
 66 Business or included property. The requirement of this Listing to deliver the buyer's name in order to make the extension of the Listing
 67 term effective also may be fulfilled as follows: 1) if the Listing is effective only as to certain individuals who are identified in the Listing
 68 (One Party Listing), the identification of the individuals in the Listing shall fulfill the delivery of the buyer's name requirement and 2) if
 69 buyer has requested that buyer's identity remain confidential, delivery of a notice identifying the broker with whom the buyer
 70 negotiated and the date(s) of any showings or other negotiations shall fulfill the delivery of the buyer's name requirement. "Negotiated"
 71 for the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Business or
 72 included property or to attend an individual showing of the Business or included property. "Submitted" for the purposes of this
 73 paragraph means that a written offer has been delivered to Seller or Broker. Upon receipt of a written request from Seller or a broker
 74 who has listed the Business or included property, Broker agrees to promptly deliver to Seller a written list of those buyers known
 75 by Broker to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term
 76 stated in this Listing, this Listing is extended, on the same terms, for one year after the Listing is terminated for "protected buyers."

77 ■ **BROKER'S ROLE AS MARKETING AGENT:** Seller and Broker acknowledge that Broker is required to be knowledgeable
 78 regarding laws, public policies and current market conditions affecting real estate and business opportunities and to assist, guide and
 79 advise the buying and selling public on these matters. **NOTE: WISCONSIN LICENSE LAW PROHIBITS BROKER FROM GIVING**
 80 **LEGAL ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE**
 81 **LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS**
 82 **DESIRED. SELLER SHOULD CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS,**
 83 **OR ENVIRONMENTAL CONSULTANTS IF SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts.
 85 Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these
 86 efforts which may include use of a multiple listing service or the Internet. Seller shall promptly notify Broker in writing of any
 87 potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making
 88 inquiries concerning the Business or included property to Broker.

89 ■ **DOCUMENTS AND RECORDS:** Seller agrees to promptly deliver, upon request of Broker, all financial, business or other records,
 90 documents or other materials which are related to the Business, included property or transaction, which are required in connection
 91 with the sale and which are in Seller's possession or control. Seller warrants that all written documents and records given to Broker
 92 in conjunction with the Listing or sale of the Business and included property shall be true, accurate and correct, and that Seller agrees
 93 to hold Broker harmless from loss by reason of Broker's use of these documents and records, including the payment of reasonable
 94 attorney fees in the event of any suit against Broker arising out of the use of these documents and records. Seller authorizes Broker
 95 to distribute any or all of the documents and records given to Broker to prospective buyers and their business, legal or tax counsel.

96 ■ **SELLER'S RESPONSIBILITIES:** Seller agrees to hold Broker harmless as to any losses suffered by Broker because of any breach
 97 of contract by Seller where Broker has acted as agent for Seller according to terms and conditions set forth in this Listing,
 98 including the payment of reasonable attorney fees required to defend Broker from claims by a buyer of the Business or included
 99 property. Seller is aware that there is a potential risk of injury, damage or theft involving persons attending a showing of Real Property.
 100 Seller agrees to accept responsibility for preparing the Real Property to minimize the likelihood of injury, damage or loss of personal
 101 property located on the Real Property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury,
 102 property damage or theft occurring during showings other than those caused by Broker's negligence or intentional wrongdoing.

103 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this Listing absent a
 104 material breach of contract by the other Party. Seller understands that the Parties to the Listing are Seller and the Broker (firm).
 105 Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing,
 106 amend the commission amount or shorten the term of this Listing, without the written consent of the agent's supervising broker.

107 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's
 108 trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller
 109 authorizes Broker to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement
 110 used in the transaction. If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 111 clearance from the depository institution if earnest money is paid by check) to the person who paid the earnest money. **CAUTION:**
 112 **If someone other than a buyer makes payment of earnest money on behalf of a buyer, consider a special agreement**
 113 **regarding disbursement at that time.** If the offer is accepted, the transaction fails to close and the earnest money is disbursed
 114 to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by
 115 Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as
 116 Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to
 117 Broker shall not terminate this Listing Contract or limit Broker's entitlement to commission in subsequent transactions.

118 ■ **DISCRIMINATION:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
 119 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WIS. STATS., §111.32 (13m),
 120 DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, FAMILIAL
 121 STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

122 ■ **DELIVERY:** Unless otherwise stated, delivery of documents or written notices may be accomplished by: 1) giving the document or
 123 written notice personally to the Party; 2) by depositing the document or written notice postage or fees prepaid in the U.S. Mail or a
 124 commercial delivery system addressed to the Party at the Party's address on line 322; 3) by electronically transmitting the document or
 125 written notice to the Party's fax number at line 323. Any signed document delivered by electronic transmission to the fax number at line
 126 323 shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by
 127 fax shall be considered an original signature. Any document transmitted by fax shall have the binding legal effect of an original document.

28 **■ AGENCY DISCLOSURE PROVISIONS:**

29 Upon Seller's receipt of a completed copy of this Listing, Broker has complied with Wisconsin Statute section 452.135(2) which
30 states that no broker may provide brokerage services to a party unless the broker has provided the party a written agency
31 disclosure form containing all of the following:

- 32 a) A statement of which party(ies) is/are the broker's client (See lines 138 and lines 189-200);
- 33 b) A statement of broker's duties to his or her client (See lines 139-148);
- 34 c) A statement of the broker's duties to all parties (See lines 149-166);
- 35 d) A statement regarding confidentiality (See lines 167-175) and
- 36 e) Any additional information that the broker determines is necessary to clarify the broker's agency relationship (See lines 181-188).

37 **■ AGENCY DISCLOSURE**

38 Wisconsin Statute §452.135(2) requires Broker to disclose that Seller is Broker's client. Broker's duties to Seller are as follows:

39 **■ DUTIES OWED TO CLIENTS ONLY** Wisconsin Statute section 452.133(2) states that in addition to his or her duties under lines
40 149 to 166, a broker providing brokerage services to his or her client shall do all of the following:

- 41 (a) Loyal represent the client's interests by placing the client's interest ahead of the interests of any other party, unless
42 loyalty to a client violates the broker's duties under lines 149-166 or Wis. stats. sec. 452.137(2) (duties to all clients in
43 multiple representation situations);
- 44 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client
45 or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 168-175
46 and other information, the disclosure of which is prohibited by law;
- 47 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the
48 agency agreement, that are not inconsistent with another duty that the broker has under this chapter or any other law.

49 **■ DUTIES OWED TO ALL PARTIES** Wisconsin Statute section 452.133(1) states that in providing brokerage services to a party
50 to a transaction (including both clients and customers), a broker shall do all of the following:

- 51 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 52 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 53 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover
54 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 55 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
56 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wis. Stats.
57 sec. 452.23 (information contradicting third party inspection or investigation reports) or is otherwise required by law to be
58 disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of
59 particular confidential information. A broker shall continue to keep the information confidential after the transaction is
60 complete and after the broker is no longer providing brokerage services to the party.
- 61 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information,
62 within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 63 (f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time
64 of receiving the property.
- 65 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose
66 the advantages and disadvantages of the proposals.

67 The confidentiality rights of all parties are as follows:

68 **■ CONFIDENTIALITY NOTICE (Confidentiality Rights Of All Parties)**

69 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN
70 CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE
71 PARTY WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW.
72 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 73 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES.
- 74 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
75 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

76 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
77 LIST THAT INFORMATION AT LINES 185-186. AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
78 WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION
79 WHICH MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS FINANCIAL QUALIFICATIONS) AS NON CONFIDENTIAL
80 AT LINES 187-188.

81 **■ WAIVER OF CONFIDENTIALITY** Seller may wish to authorize Broker to disclose information which might otherwise be
82 considered confidential. An example of this type of information might be the extent of Seller's motivation to sell which Seller may
83 authorize Broker to disclose to assist Broker in marketing the Business and included property to prospective buyers. Broker's
84 authorization to disclose may be indicated at lines 187-188. (See lines 94-95.)

85 **■ CONFIDENTIAL INFORMATION:**

187 **■ NON-CONFIDENTIAL INFORMATION:**

188
189 **■ MULTIPLE REPRESENTATION (DUAL AGENCY):** Wisconsin Statute § 452.137 states that Broker may represent both parties in
190 the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker was the
191 buyer's agent for a buyer seeking to acquire an interest in the Business or included property. In a multiple representation relationship,
192 Broker will provide the marketing and other services agreed upon in this Listing. Broker will continue to provide information and advice
193 to both parties, but is not allowed to place the interests of either party ahead of the other in negotiations. During negotiations, Broker
194 will prepare approved forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an objective
195 and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential information of
196 either party unless required by law. (NOTE: Wisconsin Administrative Code section RL 24.07 requires disclosure of adverse material
197 facts to all interested parties). If Seller consents to the multiple representation relationship, Seller is indicating that Seller understands
198 Broker's duties to all parties to a transaction (see lines 149-166) and Broker's duties to a client (see lines 139-148) and that if a multiple
199 representation relationship arises, Broker will owe the same duties to buyer that Broker owes to Seller. (See lines 139-148.)

200 **SELLER (DOES) (DOES NOT) STRIKE ONE CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).**

01 ■ **DEFINITIONS:**

02 ■ **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property
 03 and rights in personal property owned by Seller and used in the Business, including furniture, trade fixtures and equipment, tools
 04 used in business, telephone numbers and listings, if transferable, customer lists, trade names, business records, supplies, leases,
 05 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all permits,
 06 special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by the Offer.

07 ■ **CONDITIONS AFFECTING THE BUSINESS, INCLUDED PROPERTY OR THE TRANSACTION:** A "condition affecting the
 08 Business, included property or the transaction" is defined as follows:

09 (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Business
 10 or included property or the present use of the Business or included property included in this Listing;

11 (b) Government agency or court order requiring repair, alteration or correction of any existing condition;

12 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility
 13 for persons with disabilities; **Note: A Building owner's or tenant's obligations under the ADA may vary dependent upon the**
 14 **financial or other capabilities of the building owner or tenant.**

15 (d) Completed or pending reassessment of the real property or business personal property included in this Listing for tax purposes;

16 (e) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the real property included in this Listing;

17 (f) Any land division involving the real property included in this Listing, for which required state or local approvals were not obtained;

18 (g) Construction or remodeling on the real property included in this Listing for which required state or local approvals were not obtained;

19 (h) Any portion of the real property included in this Listing being in a 100 year floodplain, a wetland or shoreland zoning area
 20 under local, state or federal regulations;

21 (i) That a structure which the Business occupies or which is located on the real property included in this Listing is designated as a
 22 historic building or that any part of a structure which the Business occupies or the real property included in this Listing is in a historic district;

23 (j) Material violations of environmental laws or other laws or agreements regulating the Business or use of the real property
 24 included in this Listing;

25 (k) Conditions constituting a significant health or safety hazard for occupants of the Business or real property included in this Listing;

26 (l) Material levels of hazardous substances located on the premises which the Business occupies or on the real property included
 27 in this Listing or previous storage of material amounts of hazardous substances on the premises which the Business occupies
 28 or on the real property included in this Listing;

29 (m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property
 30 included in this Listing, or previous storage of material amounts of medical or infectious waste on the premises which the Business
 31 occupies or on the real property included in this Listing Property;

32 (n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating
 33 oil on the premises which the Business occupies or on the real property included in this Listing; **NOTE: The Wisconsin**
 34 **Administrative Code contains registration and operation rules for such underground storage tanks.**

35 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not
 36 limited to gasoline and heating oil, which are currently or which were previously located on the premises which the Business
 37 occupies or on the real property included in this Listing;

38 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the real
 39 property included in this Listing;

40 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business
 41 personal property included in this Listing, and **Seller further warrants that all will be in good working order on the day of closing;**

42 (r) Any encumbrances on the Business, all integral parts thereof, or the included property being conveyed in conjunction with the
 43 Business, except as stated in this contract and in any addendum attached to it;

44 (s) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or related to the
 45 Business or the property included in this Listing;

46 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business
 47 or the real property included in this Listing;

48 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of
 49 Business or other property included in the Listing, or any permission to transfer being required and not obtained;

50 (v) Any unpaid business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee
 51 taxes due and payable or accrued;

52 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
 53 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
 54 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
 55 changes in the ordinary course of business which are not in the aggregate materially adverse;

56 (x) Other conditions or occurrences which would significantly reduce the value of the Business or property included in this
 57 Listing to a reasonable person with knowledge of the nature and scope of the condition or occurrence;

58 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land as to be treated
 59 as part of the real estate, including, without limitation, physically attached items not easily removable without damage to
 60 the Property, items specifically adapted to the Property, and items customarily treated as fixtures (See lines 268 and 276-278).

61 ■ **INCLUDED PROPERTY:** "Included property" is defined as all business personal property (as defined at lines 202 - 206), real property
 62 and other property of any kind or interest in any property of any kind which has been included in the purchase price (See lines 7 to 10).

63 ■ **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the
 64 purchaser or when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms
 65 specified in this Listing. A purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to
 66 complete the purchaser's obligations under the written offer. See lines 46 - 50.

267 ■ REAL PROPERTY INCLUDED IN LIST PRICE:

268 NOTE: LINES 269 - 297 ARE A PART OF THIS LISTING ONLY IF REAL PROPERTY IS INCLUDED IN THE LIST PRICE

269 ■ DESCRIPTION OF REAL PROPERTY INCLUDED IN LIST PRICE HOME, OFFICE, SHOP, BARN AND APPROXIMATELY 15
270 ACRES OF LAND TO BE SURVEYED BY SELLER UPON WRITTEN NOTICE OF FIRM LOAN COMMITMENT FROM BUYER

271 _____ in the _____ TOWN _____ of _____ BROTHERTOWN
272 County of CALUMET _____, Wisconsin. (Additional description, if any): NONE OTHER

273
274 OCCUPANCY DATE: Closing D.J.G. OCCUPANCY CHARGE: (if Seller occupies after closing): \$ N/A
275 per day or part thereof.

276 PROPERTY INCLUDED IN LIST PRICE: Seller agrees to include in the list price all fixtures as defined at lines 258 - 260, unless excluded
277 at lines 11 - 13. Caution: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures. The Offer's
278 terms will determine what property is included or excluded.

279 ■ CONDITION OF TITLE: Upon payment of the purchase price, Seller shall convey the real property by warranty deed (or other
280 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
281 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
282 covenants, general taxes levied in the year of closing and NONE OTHER

283 _____ (provided none of the foregoing prohibit present use of the real property)
284 CAUTION CONSIDER THE NEED TO ADDRESS UCC SECURITY INTERESTS, CONDITIONAL USES, NON-CONFORMING USES, ETC.

285 ■ TITLE EVIDENCE: Seller shall provide evidence of the condition of title in the form agreed to by buyer and Seller in the offer to purchase.

286 ■ SELLER'S DISCLOSURE REPORT: Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries
287 of the Seller on the condition of the real property and to request that Seller provide a written response to Broker's inquiry. Seller
288 agrees to complete the seller's disclosure report provided by Broker to the best of Seller's ability. Seller agrees to promptly amend
289 the report to include any defects (as defined in the report) which Seller learns of after completion of the report. Seller authorizes Broker
290 to distribute the report to all interested parties and their agents and to disclose all adverse material facts as required by law.

291 ■ INSPECTIONS: Seller agrees to allow buyer's inspectors and testers reasonable access to the real property upon reasonable notice if
292 the inspections or tests are reasonably necessary to satisfy contingencies in the offer. Seller acknowledges that certain inspections or tests
293 may detect environmental contamination which may be required to be reported to the Wisconsin Department of Natural Resources.

294 ■ LEASED PROPERTY: If the real property included in the list price is currently leased and lease(s) will extend beyond closing,
295 Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to buyer at
296 closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants. CAUTION: Seller should
297 consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin
Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

298 ■ ADDITIONAL PROVISIONS: The Agency Disclosure Provisions at lines 128-200 have been replaced by the Broker Disclosure to
299 Clients form and are deleted.

300 SELLER IS SELLING THE PROPERTY "AS IS". "AS IS" MEANING THAT THE BUYER WILL BE RESPONSIBLE FOR ANY
301 INSPECTIONS OF THE PROPERTY. SELLER WILL PROVIDE BUYER WITH WELL WATER TESTING, AND SEPTIC SYSTEM
302 INSPECTION. BUYER WILL BE PROVIDED WITH GHD, INC. SITE INVESTIGATION & REMEDIATION REPORT COMPLETED
303 IN 1999. BUYER WILL BE RESPONSIBLE FOR ANY FUTURE TESTINGS AND REMEDIATION/OR CLEANUP NECESSARY.
304 BROKER IS NOT TO ADVERTISE OR LIST THE PROPERTY WITH MLS UNTIL AFTER JANUARY 5, 2007

305
306
307

308 ■ ADDENDA: The attached _____ is/are
309 made part of this Listing.

310 ■ TERM OF THE CONTRACT: FROM THE 18th DAY OF December, 2006
311 UP TO AND INCLUDING MIDNIGHT OF THE 18th DAY OF December, 2007

312 CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE
313 A GENERAL EXPLANATION OF THE PROVISIONS OF THE LISTING BUT ARE PROHIBITED BY LAW FROM GIVING
314 ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING. AN ATTORNEY SHOULD BE
315 CONSULTED IF LEGAL ADVICE IS NEEDED. A LISTING FOR LEASE ALSO MUST BE ENTERED INTO IF BROKER IS TO
316 BE AUTHORIZED TO PROCURE TENANTS.

317 Dated this 18th day of December, 2006

318 (x) Kevin Ecker
319 Agent for Broker ▲ (Print Name) ► Kevin G. Ecker, Broker

(x) Dennis Van Grinsven
Seller: ▲ (Print Name) ► DENNIS VAN GRINSVEN

320 WISCONSIN REAL ESTATE
321 Broker/Firm ▲

(x) Seller: ▲ (Print Name) ►

322 BOX 265, STOCKBRIDGE, WI 53088-0265
323 Broker's Address ▲ Phone # ▼ Fax # ► (920) 439-1854
(920) 439-1854

N2329 HWY 151 CHILTON, WI 53014
Seller's Address ▲ Phone # ▼ Fax # ► (920) 849-4301

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
: DLSC CASE NO. 13 REB 070
KEVIN G. ECKER, :
RESPONDENT. :

AFFIDAVIT OF ANNA VAN GRINSVEN

STATE OF FLORIDA)
) ss
COUNTY OF POLK)

Anna Van Grinsven, being duly under oath, upon information and belief, deposes and states, as follows:

1. I am an adult resident of Wisconsin, residing at N2330 Highway 151, Chilton, Wisconsin.
2. My husband, Dennis Van Grinsven, and I have operated DJ's Used Truck Sales located at N2329 Highway 151 in Chilton, Wisconsin for approximately 40 years.
3. On December 18, 2006, my husband entered into a WB-6 Business Listing Contract-Exclusive Right to Sell with Kevin G. Ecker for the sale of DJ's Used Truck Sales. The listing contract was subsequently extended on multiple occasions.
4. In November 2008, Mr. Ecker indicated that he had a buyer for DJ's Used Truck Sales (Scott Lenz and/or Hwy 55 Used Truck Sales, LLC) but that the buyer needed assistance with a down payment. Mr. Ecker asked me and my husband if we would advance a down payment to the buyer.
5. On November 14, 2008, I issued a check (number 1303) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$75,000 to "Wi Realestate" as an advance on closing to provide a method for the buyer to have a down payment on the purchase of their business and residence. The memo line of the check states "closing expense." Attached to this Affidavit as Exhibit A is a true and correct copy of the November 14, 2008 check (number 1303) issued from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$75,000 to Wi Realestate.
6. In April 2009, Mr. Ecker indicated the potential buyer needed additional money for a down payment.

7. On April 16, 2009, I issued a check (number 1602) from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$35,000 to "Wi Realestate." The memo line of the check states "business sale." Attached to this Affidavit as Exhibit A is a true and correct copy of the April 16, 2009 check (number 1602) issued from the DJ's Used Truck Sales, Dennis or Anna Van Grinsven, Owners account in the amount of \$35,000 to Wi Realestate.

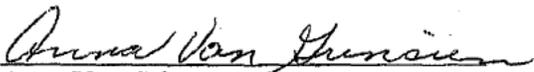
8. When the sale of DJ's Used Truck Sales failed to close, Mr. Ecker informed me and my husband that our money was invested in an account with Bank of America. In 2010, Mr. Ecker provided us an account servicing information sheet from Bank of America. Attached to this Affidavit as Exhibit B is a true and correct copy of the Account Servicing Information sheet from Bank of America regarding DJ's Used Truck Sales Down Payment Money Investment.

9. The alleged potential sale of DJ's Used Truck Sales to Scott Lenz and/or Hwy 55 Used Truck Sales, LLC never occurred.

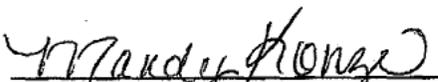
10. On April 14, 2011, Mr. Ecker sent me an email indicating that our money was with Bank of America and had a balance of \$122,700.46 on April 1, 2011. Attached to this Affidavit as Exhibit C is a true and correct copy of the April 14, 2011 email from Kevin Ecker to Anna Van Grinsven.

11. In December 2012, I informed Mr. Ecker that we wanted our money returned.

12. In February 2013, my husband and I received a Chapter 13 bankruptcy notice from Mr. Ecker.


Anna Van Grinsven

Subscribed and sworn to before me
this 7th day of January, 2014.


Notary Public MANDY KONZE
My Commission 3/18/2016




DJ'S USED TRUCK SALES - 04-93 78-320/759 1303
DENNIS OR ANNA VAN GRINSVEN, OWNERS - 011973
 N2329 HWY. 151 PH. 920-849-4301
 CHILTON, WI 53014

DATE *Nov 11/82*

PAY TO THE ORDER OF *Mr. [Signature]* \$ *75,000.00*

DOLLARS

State Bank of Chilton
 26 E. Main Street • Chilton, WI 53014 • Ph. 866-742-2823

MEMO *Buying office* *[Signature]*

MICR: ⑆075903200⑆ [REDACTED] ⑈00007500000⑈


DJ'S USED TRUCK SALES - 04-93 78-320/759 1602
DENNIS OR ANNA VAN GRINSVEN, OWNERS - 011973
 N2329 HWY. 151 PH. 920-849-4301
 CHILTON, WI 53014

DATE *August 16/82*

PAY TO THE ORDER OF *Mr. [Signature]* \$ *35,000.00*

DOLLARS

State Bank of Chilton
 26 E. Main Street • Chilton, WI 53014 • Ph. 866-742-2823

MEMO *Insurance Sale* *[Signature]*

MICR: ⑆075903200⑆ [REDACTED] ⑈00003500000⑈

EXHIBIT
A
 19

Wisconsin
John Egan
011279
New State

0012 95251

APR 17 09

STATE BANK OF CHILTON
075903200
794514782

075903200
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Wisconsin
John Egan
New State

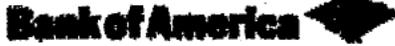
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STATE BANK
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075903200



Account Servicing Information

KEVIN G ECKER, DBA WISCONSIN REAL ESTATE

RE: DJ's Used Truck Sales Down Payment Money Investment

Kevin,

The principal balance of your account, ending in XXX0011 as of June 30, 2010 is \$119,548.00.

Please feel free to contact me if you need any further assistance.

Thank you.

Scott *WALTERS*

Please call us at 1.888.309.4470, Monday through Thursday, 8 a.m. to 9 p.m. Friday, 8 a.m. to 5 p.m. Saturday, 8 a.m. to 12 p.m. (Eastern time). Our experienced account representatives are ready to assist you.

From outside the United States call us collect at 1.888.827.1812

This email sent to:
KECKER@NEW.RR.COM

Bank of America reserves the right to communicate with you about your account via e-mail. We will not disclose or request sensitive information in any unencrypted e-mail communications (e.g., full account number, Social Security number, and security passwords).

PLEASE DO NOT INCLUDE INQUIRIES OR COMMENTS in the body of the email message, as our computer-automated system cannot process other requests or inquiries at this time. If you have inquiries or comments, please write to us at Bank of

EXHIBIT
21
B

Ann Van Grinsven

From: "Kevin" <kecker@new.rr.com>
To: <annvan@bugnet.net>
Sent: Thursday, April 14, 2011 2:58 PM
Subject: Investment Account RE: DJs Used Truck Sales

Ann,

You asked for the current balance in account which I pasted below. If you want the interest calculations, I have to ask them to send a printout. Let me know and I will order it. Thanks.

Kevin

BEGINNING PRINCIPAL BALANCE: \$110,000

CURRENT BALANCE AS OF APRIL 1, 2011: \$122,700.46

Bank of America reserves the right to communicate with you about your account via e-mail. We will not disclose or request sensitive information in any unencrypted e-mail communications (e.g., full account number, Social Security number, and security passwords).

PLEASE DO NOT INCLUDE INQUIRIES OR COMMENTS in the body of the email message, as our computer-automated system cannot process other requests or inquiries at this time.

Bank of America, N.A. Member FDIC. Equal Housing Lender
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EXHIBIT

C

22

6. During the course of my investigation, I reviewed Mr. Ecker's numerous bank accounts. Mr. Ecker never placed the Van Grinsven's money into a real estate trust account or an account with Bank of America, but rather used the money for personal purposes.

7. During the course of my investigation, I discovered that \$30,000 of the Van Grinsven's money was given to Luke Popp by Kevin Ecker. Mr. Popp used the money for the purchase of cattle and thus, it is no longer available.

8. On November 22, 2013, Mr. Ecker was charged with two counts of Felony Theft-Business Setting >\$10,000 (Calumet County Case Number 2013CF000186).


Craig Wendling

Subscribed and sworn to before me
this 2 day of January, 2014.


Notary Public
My Commission 02/08/15

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
 : DLSC CASE NO. 13 REB 070
KEVIN G. ECKER, :
RESPONDENT. :

AFFIDAVIT OF WILLIE GARRETTE

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Willie Garrette, being duly under oath, upon information and belief, deposes and states, as follows:

1. I am a consumer protection investigator, employed by the Wisconsin Department of Safety and Professional Services, Division of Legal Services and Compliance. In the course of my professional duties I have been assigned on behalf of the Real Estate Examining Board to the investigation of case number 13 REB 070 concerning Respondent Kevin G. Ecker.

2. My business address is 1400 East Washington Avenue, Madison, Wisconsin 53703, and my business mailing address is P.O. Box 7190, Madison, Wisconsin 53707-7190.

3. In the course of my professional duties as a consumer protection investigator assigned to these matters, I have learned the following:

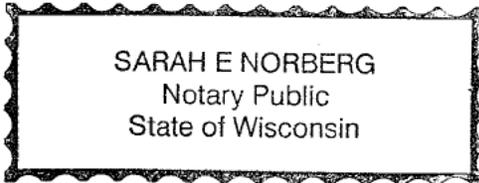
a. Respondent Kevin G. Ecker, (dob 02/10/1960), is licensed in the State of Wisconsin as a Real Estate Broker, having license number 26990-090, first issued on June 2, 1982, and current through December 14, 2014. Respondent's most recent address on file with the Wisconsin Department of Safety and Professional Services (Department) is P.O. Box 265, Stockbridge, WI 53088-0265. Respondent does business as Wisconsin Real Estate.

b. On December 11, 2013, I spoke with Respondent via telephone. He informed me that he has a current real estate listing.


Willie Garrette

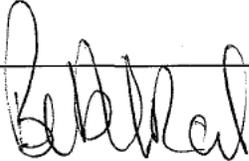
Subscribed and sworn to before me
this 2nd day of January, 2014.

Sarah E. Norberg
Notary Public
My Commission is permanent.



**State of Wisconsin
Department of Safety & Professional Services**

AGENDA REQUEST FORM

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|---|--|---|--------|
| 1) Name and Title of Person Submitting the Request: Beth Cramton on behalf of Attorney Sarah Norberg Division of Legal Services and Compliance | | 2) Date When Request Submitted: January 7, 2014 Items will be considered late if submitted after 4:30 p.m. and less than: ▪ 10 work days before the meeting for Medical Board ▪ 14 work days before the meeting for all others | |
| 3) Name of Board, Committee, Council, Sections: Real Estate Examining Board | | | |
| 4) Meeting Date: January 16, 2014 | 5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 6) How should the item be titled on the agenda page? Presentation of Petition for Designation of Hearing Official in Case Number 13 REB 070, Kevin G. Ecker | |
| 7) Place Item in: <input type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input checked="" type="checkbox"/> Both | 8) Is an appearance before the Board being scheduled? <input checked="" type="checkbox"/> Yes (Fill out Board Appearance Request) <input type="checkbox"/> No | 9) Name of Case Advisor(s), if required: Stephen Beers | |
| 10) Describe the issue and action that should be addressed: If the Board accepts the Petition for Summary Suspension for Respondent, then the Board, or its appointed delegates, must designate a member of the Board or an employee of the Department to preside over a hearing to show cause and issue the Order for Designation of Hearing Official. | | | |
| 11)  | Authorization | | 1-7-14 |
| Signature of person making this request | | Date | |
| Supervisor (if required) | | Date | |
| Executive Director signature (indicates approval to add post agenda deadline item to agenda) | | Date | |
| Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, Provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting. | | | |

BOARD APPEARANCE REQUEST FORM

Board Name: Real Estate Examining Board

Board Meeting Date: February 16, 2014

Person Submitting Agenda Request: Beth Cramton

Person requesting an appearance: Attorney Sarah Norberg

Mailing address: P.O. Box 7190, Madison, WI 53707-7190

Email address: sarah.norberg@wisconsin.gov

Telephone #: (608) 261-2180

Reason for Appearance: Consideration of Petition for Designation of Hearing Official in case number 13 REB 070, Kevin G. Ecker

Is the person represented by an attorney? If so, who?

Attorney's mailing address:

Attorney's e-mail address:

Phone Attorney:

STATE OF WISCONSIN
BEFORE THE REAL ESTATE EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY :
PROCEEDINGS AGAINST :
 : DLSC CASE NO. 13 REB 070
KEVIN G. ECKER, :
RESPONDENT. :

PETITION FOR DESIGNATION OF HEARING OFFICIAL

Sarah E. Norberg, the attorney assigned to this matter, on behalf of the Department of Safety and Professional Services, Division of Legal Services and Compliance, requests the Wisconsin Real Estate Examining Board designate under Wis. Stat. § 227.46(1), a member of the Board or an employee of the Department to preside over a hearing to show cause provided for in Wis. Admin. Code § SPS 6.09. This request is made pursuant to Wis. Admin. Code §§ SPS 6.09 and 6.11(1)(a) and is based on the following:

1. The Petition for Summary Suspension, with accompanying attachments, in this matter was filed with the Real Estate Examining Board on January 7, 2014.

2. On January 9, 2014, Respondent was provided notice of the time and place of the presentation of the Petition for Summary Suspension by certified mail with a return receipt requested in an envelope properly stamped and addressed to Respondent at his address of record at P.O. Box 265, Stockbridge, Wisconsin 53088-0265, and by regular mail in an envelope properly stamped and addressed to Respondent at his address of record at P.O. Box 265, Stockbridge, Wisconsin 53088-0265.

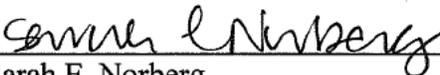
3. The Petition for Summary Suspension will be presented to the Real Estate Examining Board on January 16, 2014, at which time Respondent and the prosecuting attorney may be present and will have the opportunity to be heard during the determination of probable cause by the Real Estate Examining Board.

4. On January 16, 2014, the Order of Summary Suspension may be issued by the Real Estate Examining Board.

5. Pursuant to Wis. Stat. § 448.02(4)(b), Respondent is entitled to a hearing to show cause why an Order of Summary Suspension should be continued.

6. Petitioner requests the Board designate, under Wis. Stat. § 227.46(1), an employee of the Department of Safety and Professional Services to preside over a hearing to show cause provided for in section Wis. Admin. Code § SPS 6.09, in the event such hearing is requested.

Dated in Madison, Wisconsin, this 7th day of January, 2014.



Sarah E. Norberg
Prosecuting Attorney
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Division of Legal Services and Compliance
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