

BEFORE THE IOWA REAL ESTATE COMMISSION**IN THE MATTER OF****BROOK DOHENY**

2224 SW 35th Street
Ankeny, IA 50023

License No. S62356000

RESPONDENT

DIAL Case No. 24DBREC0004

IREC CASE NOs.: 21-354, 22-044

**SETTLEMENT AGREEMENT AND
FINAL ORDER**

The Iowa Real Estate Commission ("Commission") and Brook Doheny ("Respondent"), pursuant to Iowa Code §§ 17A.10(2), 272C.3(4), enter into this Settlement Agreement and Final Order ("Settlement Agreement").

1. **Iowa License.** Respondent was issued Iowa real estate salesperson license number S62356000 on September 13, 2013. Respondent's Iowa real estate salesperson license is presently inactive and will next expire on December 31, 2024.

2. **Jurisdiction.** The Commission has jurisdiction in this matter pursuant to Iowa Code sections 17A, 272C, and 543B.

A. STIPULATIONS

3. **Practice Setting:** Respondent is an Iowa licensed real estate salesperson who actively practiced in Clive, Iowa, as a real estate salesperson assigned to real estate brokerage firm Next Generation Realty, Inc. during the time period relevant to these allegations.

4. **Statement of Charges:** On June 25, 2024, the Iowa Real Estate Commission filed a Statement of Charges alleging Respondent engaged in a practice harmful or detrimental to the public, and/or failed to diligently exercise reasonable skill and care in providing brokerage services

to all parties; and made misleading, deceptive, untrue, or fraudulent representations in the practice of the profession and/or failed to provide brokerage services to all parties in the transaction honestly and in good faith pursuant to Iowa Code sections 543B.29(1)(c), 543B.29(1)(d), 543B.32(1)(h), 543B.34(1)(a), 543B.34(1)(h), 543B.56(1)(a), and/or 543B.56(1)(b) and 193E Iowa Administrative Code rules 12.3(1), 12.4(1), 12.5(1), 18.2(1), and 18.14(5)(s).

5. **Allegations:** In December 2021, Respondent failed to adequately identify to all parties that a pending offer to purchase was to be treated as a backup offer. By forwarding an offer to purchase to a seller for approval without preparing an addendum or other contingency designating the offer as a backup, Respondent failed to diligently exercise reasonable skill and care in providing brokerage services to all parties to a transaction and/or engaged in a practice harmful or detrimental to the public. Respondent further communicated inaccurate or uninformed information regarding the status of this offer to purchase. By failing to communicate accurate information to all parties to a transaction, Respondent either made misleading, deceptive, untrue, or fraudulent representations in the practice of the profession and/or failed to provide brokerage services to all parties in the transaction honestly and in good faith. Lastly, in February 2022, Respondent facilitated occupancy of a property prior to closing without proper authorization or consent. By allowing the prospective buyers occupancy of the subject property prior to closing without an executed agreement authorizing such occupancy, Respondent failed to diligently exercise reasonable skill and care in providing brokerage services to all parties to a transaction and/or engaged in a practice harmful or detrimental to the public.

B. SETTLEMENT AGREEMENT

6. Respondent acknowledges that the allegations in the Statement of Charges, if proven in a contested case hearing, would constitute grounds for the discipline agreed to in this Settlement

Agreement.

7. To resolve this matter without proceeding to hearing, Respondent agrees without admission of wrongdoing or guilt to the following conditions:

- a. Respondent will pay a civil penalty in the amount of two thousand dollars (\$2,000.00).
- b. Respondent will attend the Commission approved six (6) hour course "Contract Law and Contract Writing."

8. In entering this Settlement Agreement, Respondent acknowledges the following:

- a. This Settlement Agreement is subject to the approval of the Commission and will have no force or effect if it is not accepted by the Commission.
- b. Counsel for the State will present this Settlement Agreement to the Commission *ex parte*.
- c. I have the right to be represented by counsel in this matter.
- d. I understand I have an opportunity to be heard and to contest the allegations against me in a formal hearing before the Commission and that, by waiving the formal hearing, I waive my right to challenge the allegations against me and all attendant rights, including the right to seek judicial review of the Commission's actions.
- e. I waive my ability to review the investigative file in this case.
- f. I understand this Settlement Agreement will be part of my permanent licensure file and may be considered by the Commission in determining the nature and severity of any disciplinary action to be imposed in the event of any future violations.
- g. I am voluntarily entering into this Settlement Agreement.

h. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code § 272C.3(2)(a).

i. I understand I am responsible for all expenses incurred to comply with the conditions and requirements of this Settlement Agreement.

9. This Settlement Agreement constitutes discipline against Respondent pursuant to and in accordance with 193E Iowa Administrative Code rule 18.14, is the final agency action in a contested case pursuant to Iowa Code section 17A.10. These cases shall constitute one violation for purposes of Iowa Code section 543B.29(4) with the date of violation being February 4, 2022.

10. This Settlement Agreement shall not preclude the Commission from taking additional action against Respondent should Respondent violate laws, rules, or standards of practice administered by the Commission in the future.

11. This Settlement Agreement becomes a public record available for inspection and copying upon execution in accordance with the requirements of Iowa Code Chapters 17A, 22, and 272C.

12. The Commission's approval of this Settlement Agreement shall constitute a **Final Order** of the Commission.

C. FINAL ORDER

WHEREFORE, the terms of this Settlement Agreement are agreed to by the Iowa Real Estate Commission and the Respondent.

IT IS THEREFORE ORDERED:

A. CIVIL PENALTY: Respondent shall pay a civil penalty in the amount of two thousand dollars (\$2,000.00); due within eight (8) months of Commission approval of this Settlement Agreement. Respondent shall make her check payable to the "State of Iowa" and mail the check to:

Iowa Real Estate Commission
C/O Ahsley Thompson, Executive Officer
6200 Park Avenue
Des Moines, IA 50321

B. EDUCATION: The Respondent shall attend the Commission approved six (6) hour course "Contract Law and Contract Writing." These hours shall be in addition to any real estate continuing education required by law for license renewal or licensure as a real estate broker. The original certificate of attendance must be submitted to the Iowa Real Estate Commission no later than twelve (12) months after approval of this Settlement Agreement by the Commission.

FOR THE RESPONDENT:

Voluntarily agreed to and accepted by Brook Doheny on this 3rd day of December, 2024.


By: Brook Doheny, Respondent

FOR THE IOWA REAL ESTATE COMMISSION:

Voluntarily agreed to and accepted by the **IOWA REAL ESTATE COMMISSION** on this 17th day of December, 2024.

Signed by:


JAMES M. H. CLINGMAN, Chair
Iowa Real Estate Commission