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9 *Attorneys for Paul Murad*

10 **BEFORE THE REAL ESTATE COMMISSION**  
11 **STATE OF NEVADA**

12 JOSEPH DECKER, Administrator, REAL  
13 ESTATE DIVISION, DEPARTMENT OF  
14 BUSINESS & INDUSTRY, STATE OF  
15 NEVADA,

16 Petitioner ,

17 vs.

18 PAUL MURAD,

19 Respondent.

Case No. RES 13-04-17-305

**ANSWER TO COMPLAINT AND  
NOTICE OF HEARING**

20 PAUL MURAD ("Murad") by and through its attorney of record, Shan Davis, Esq. of the  
21 law firm Shan Davis & Associates dba Davis|Stibor, hereby files his Answer to Complaint and  
22 Notice of Hearing as follows:

23 **JURISDICTION**

24 Murad admits that he was/is a licensed property manager under license number  
25 PM.0163450.BRK, and that he was/is a licensed real estate broker under license number  
26 B.0057454.LLC. Murad denies the rest of the allegations contained therein.

27 **FACTUAL ALLEGATIONS**

28 1. Murad admits that he was/is a licensed property manager under license number  
PM.0163450.BRK, and that he was/is a licensed real estate broker under license number  
B.0057454.LLC. Murad denies the rest of the allegations contained in paragraph number 1.

2. Murad admits that he was a licensed real estate person under license number

1 S.0057454. Murad denies the rest of the allegations contained in paragraph number 2.

2 3. Paragraph number 3 requires Murad to make a legal conclusion, and he is therefore  
3 not required to respond to the allegation(s) therein.

4 4. Murad admits the allegations in paragraph 4.

5 5. Murad admits that the Property was transferred to Lotus International Group via  
6 quitclaim deed on or about November 30, 2007. Murad denies the rest of the allegations contained  
7 in paragraph 5.

8 6. The quitclaim deed speaks for itself, and Murad is therefore not required to admit or  
9 deny the allegations in paragraph 6.

10 7. The quitclaim deed speaks for itself, and Murad is therefore not required to admit or  
11 deny the allegations in paragraph 7.

12 8. The Residential Purchase Agreement (“RPA”) speaks for itself, and Murad is  
13 therefore not required to admit or deny the allegations in paragraph 8.

14 9. The RPA, or any versions thereof, speak for themselves, and Murad is therefore not  
15 required to admit or deny the allegations in paragraph 7.

16 10. Murad does not have enough information or belief to admit or deny the allegation.

17 11. The Option Purchase Agreement, or any version thereof, speaks for itself, and Murad  
18 is therefore not required to admit or deny the allegations in paragraph 11.

19 12. The Option Purchase Agreement, or any version thereof, speaks for itself, and Murad  
20 is therefore not required to admit or deny the allegations in paragraph 12.

21 13. Murad admits that the Coopers made payments pursuant to the RPA. Murad is  
22 without sufficient information and belief to admit or deny the remaining allegations in paragraph 13,  
23 and therefore denies the same.

24 14. The RPA and Option Purchase Agreement speak for themselves, and Murad is  
25 therefore not required to admit or deny the allegations in paragraph 14.

26 15. Murad is without sufficient information and belief to admit or deny the allegations in  
27 paragraph 15, and therefore denies the same.

28 16. Murad admits the allegations in paragraph 16.

1 17. Murad admits that the Coopers' offer was denied, but denies the remaining  
2 allegations in paragraph 17.

3 18. The correspondence referred to in paragraph 18 speaks for itself, and Murad is  
4 therefore not required to admit or deny the allegations in paragraph 18.

5 19. Murad admits that a Notice of Default was entered regarding the promissory note  
6 securing a deed of trust against the Property. Murad denies the remaining allegations in paragraph  
7 19.

8 20. Murad is without sufficient information and belief to admit or deny the allegations in  
9 paragraph 20, and therefore denies the same.

10 21. Murad admits that the Coopers were lawfully evicted from the Property for failure to  
11 pay rent. Murad denies that remaining allegations in paragraph 21.

12 22. Murad admits that on or about June 30, 2009, the Property was conveyed to  
13 Reconstruct Company, N.A., via trustee sale. Murad denies the remaining allegations in paragraph  
14 22.

15 23. The Statement of Fact referred to in paragraph 23 speaks for itself, and Murad is  
16 therefore not required to admit or deny the allegations in paragraph 23.

17 **VIOLATIONS**

18 24. Murad denies the allegations in paragraph 24.

19 25. Murad denies the allegations in paragraph 25.

20 26. Murad denies the allegations in paragraph 26.

21 **DISCIPLINE AUTHORIZED**

22 27. Paragraph 27 calls for a legal conclusion, and Murad is therefore not required to  
23 admit or deny said paragraph.

24 28. Paragraph 28 calls for a legal conclusion, and Murad is therefore not required to  
25 admit or deny said paragraph.

26 29. Paragraph 29 does not make any allegations against Murad, he is therefore not  
27 required to admit or deny said paragraph.

1 **AFFIRMATIVE DEFENSES**

2 The Real Estate Division of the Department of Business and Industry of the State of Nevada  
3 (“Division”) lacks subject matter jurisdiction over this matter.

4 During the transaction identified in the Complaint, Murad did not act in his capacity as a  
5 property manager pursuant to NRS Chapter 645 and NAC Chapter 645.

6 During the transaction identified in the Complaint, Murad did not act in his capacity as a real  
7 estate broker pursuant to NRS Chapter 645 and NAC Chapter 645.

8 During the transaction identified in the Complaint, Murad did not act in his capacity as a real  
9 estate salesperson/agent pursuant to NRS Chapter 645 and NAC Chapter 645.

10 During the transaction identified in the Complaint, Murad did not have an interest in the  
11 Property that he was required to disclose pursuant to NRS 645.633(1)(h) and/or NAC 645.605(4).

12 Prior to the transaction identified in the Complaint, Murad quitclaimed all of his rights, title  
13 and interest in the Property to Lotus International Group, LLC. *Brophy Mining Co. v. Brophy &*  
14 *Dale Gold & Silver Mining Co.*, 15 Nev. 101, 107 (1880).

15 During the transaction identified in the Complaint, Murad did not have an interest in the  
16 Property and therefore he did not violate NRS 645.633(1)(h) and/or NAC 645.605(1).

17 During the transaction identified in the Complaint, Murad did not breach his obligation of  
18 absolute fidelity to his or her principal’s interest or his or her obligation to deal fairly with all parties  
19 to a real estate transaction, and at all times complied with his obligations under NRS 645.633(1)(h)  
20 pursuant to NAC 645.605(6).

21 Murad did not act deceitfully, fraudulently, or dishonestly in his dealings and therefore  
22 complied with NRS 645.633(1)(i).

23 Dated: April 15, 2015.

**SHAN DAVIS & ASSOCIATES**  
**DBA DAVIS|STIBOR**

24  
25 /s/ Shan Davis  
26 Shan Davis (SBN 9323)  
27 410 S. Rampart Blvd., Suite 390  
28 Las Vegas, NV 89145  
Telephone: (702) 726-6885  
*Attorneys for Paul Murad*

1 **CERTIFICATE OF SERVICE**

2 The undersigned, an employee of Shan Davis & Associates dba Davis|Stibor, hereby certifies  
3 that on April 15, 2015, **ANSWER TO COMPLAINT AND NOTICE OF HEARING** was served  
4 via hand delivery to:

5 Keith Kizer, Esq.  
6 Deputy Attorney General  
7 555 E. Washington Avenue, Ste. 3900  
8 Las Vegas, NV 89101

Joseph Decker  
Administrator  
2501 E. Sahara Avenue  
Las Vegas, NV 89104-4137

9  
10 /s/ Shan Davis  
11 An employee of SHAN DAVIS &  
12 ASSOCIATES DBA DAVIS|STIBOR  
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16

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**RECEIPT OF COPY**

17 I hereby certify that on April 15, 2015, Keith Keizer, State of Nevada, Attorney General,  
18 received via hand delivery a copy of Paul Murad's **ANSWER TO COMPLAINT AND NOTICE**  
19 **OF HEARING** via hand delivery to the following recipient:

20  
21 Received by:

22   
23 An Employee of the State of Nevada  
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26  
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