

FILED

AUG 01 2016

REAL ESTATE COMMISSION
BY *[Signature]*

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

JOSEPH DECKER, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. RES 13-06-06-345

Petitioner,

vs.

STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION

YERANUHI (ANNA) ARAKELYAN,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator, Joseph R. Decker, and Respondent, Yeranuhi (Anna) Arakelyan ("Respondent").

JURISDICTION

Respondent stipulates and agrees that she was at all relevant times, licensed in Nevada by the Division as alleged in the Complaint. Respondent agrees that she is subject to Nevada Revised Statutes ("NRS") Chapter 645 and Nevada Administrative Code ("NAC") Chapter 645 and to the jurisdiction of the Division and the Commission.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. Respondent was licensed by the Division as a Salesperson under license number S.0169459, from May 13, 2010, to September 3, 2015, and as a Property Manager under license number PM.0165220, from March 1, 2012, to September 3, 2015.

2. Respondent has been licensed by the Division as a Broker under license number B.1001640.LLC, and as a Property Manager under permit number PM.0165220.BKR, since September 3, 2015, and is currently in active status.

3. At all times relevant to this Complaint, Respondent was associated with Powerhouse Platinum Realty Corporation ("Powerhouse").

1 4. Joseph and Stephanie Klein were the owners of rental real property at 10437
2 Britton Hill Avenue, Las Vegas, Nevada ("Klein Property") at all times relevant to this
3 Complaint.

4 5. Respondent acted as the property manager of the Klein Property on behalf of
5 Powerhouse at all times relevant to this Complaint.

6 6. On or about May 3, 2013, Respondent received the May 2013 rent (\$1,350) for
7 the Klein Property.

8 7. On or about May 9, 2013, the Kleins demanded that Respondent forward to
9 them the security deposit (\$1,990), Owner's Reserve Fund (\$250), April 2013 rent (\$1,350)
10 and May 2013 rent (\$1,350) for the Klein Property.

11 8. Respondent failed to remit those monies (a total of \$4,940) to the Kleins within a
12 reasonable time.

13 9. On or about June 3, 2013, Respondent received the June 2013 rent (\$1,350) for
14 the Klein Property.

15 10. On or about June 8, 2013, the Kleins demanded that Respondent forward to
16 them the security deposit (\$1,990), Owner's Reserve Fund (\$250), April 2013 rent (\$1,350),
17 May 2013 rent (\$1,350) and June 2013 rent (\$1,350) for the Klein Property.

18 11. Respondent failed to remit those monies (a total of \$6,290) to the Kleins within a
19 reasonable time.

20 12. On or about June 10, 2013, Stephanie Klein filed a Statement of Fact with the
21 Division complaining about Respondent's conduct.

22 13. On or about June 24, 2013, Stephanie Klein filed another Statement of Fact with
23 the Division complaining about Respondent's conduct.

24 14. On or about October 21, 2013, Joseph and Stephanie Klein filed a Statement of
25 Fact with the Division complaining about Respondent's conduct.

26 15. Suong Diec was the owner of seven rental real properties in Nevada ("Diec
27 Properties") at all times relevant to this Complaint.
28

1 16. The rental properties at 4109 Swept Plains Street, Las Vegas, Nevada, and
2 6335 Rubylyn Avenue, Las Vegas, Nevada, are two of the Diec Properties.

3 17. On or about March 7, 2013, Diec transferred his property management
4 agreements for the Diec Properties to Shelter Realty.

5 18. The Diec Properties were not listed on their prior property management
6 company's asset list purchased by Powerhouse.

7 19. In late May 2013, Joan McCraw was the tenant of the Swept Plains property.

8 20. Shelter Realty placed McCraw into the Swept Plains property.

9 21. On or about May 31, 2013, Respondent demanded that McCraw send her rental
10 payments to Respondent, or Respondent would evict McCraw from the Swept Plains property.

11 22. On or about June 5, 2013, Respondent told the Rubylyn Avenue tenant to send
12 his rent to Respondent.

13 23. The Rubylyn Avenue tenant then sent his rental payment to Powerhouse.

14 24. On or about June 7, 2013, Diec filed a Statement of Fact with the Division
15 complaining about Respondent's conduct.

16 25. Esther Jean Wakley was the owner of rental real properties at 220 Friendly
17 Court, Henderson, Nevada, and 2700 North Rainbow Boulevard, #1004, Las Vegas, Nevada
18 (collectively, the "Wakley Properties"), at all times relevant to this Complaint.

19 26. On or about March 11, 2013, Wakley transferred her property management
20 agreements for the Wakley Properties to Terra West Management Services.

21 27. The Wakley Properties were not listed on their prior property management
22 company's asset list purchased by Powerhouse.

23 28. Terra West Management Services remitted the April and May 2013 rents for the
24 Wakley Properties to Wakley.

25 29. Thereafter, Respondent sent a letter to the Wakley Property tenants threatening
26 them with a Default if they did not pay their rent to Powerhouse.

27 30. The Wakley Property tenants then sent their rental payments to Powerhouse.

28 31. Respondent did not forward those rental payments to Wakley.

1 32. On or about June 21, 2013, Wakley filed a Statement of Fact with the Division
2 complaining about Respondent's conduct.

3 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

4 33. Respondent violated NRS 645.630(1)(f) on three (3) occasions by failing, within
5 a reasonable time, to account for or to remit money which came into her possession and
6 which belonged to others.

7 34. Respondent violated NRS 645.635(2) on four (4) occasions by negotiating a
8 sale, exchange or lease of real estate, or communicating after such negotiations but before
9 closing, directly with a client although she knew that the client had a brokerage agreement in
10 force in connection with the property granting an exclusive agency, including, without
11 limitation, an exclusive right to sell to another broker, without obtaining permission in writing
12 from the other broker.

13 **SETTLEMENT**

14 35. The Division was prepared to present its case based upon the Complaint filed
15 with the Commission.

16 36. Respondent admits to the facts and violations of law as alleged in the Complaint.

17 37. The Parties desire to compromise and settle the instant controversy upon the
18 following terms and conditions.

19 38. Respondent agrees to pay to the Division \$12,000.00 as an administrative fine
20 and \$2,000.00 in costs for a total of \$14,000.00 in accordance with the below schedule of
21 installment payments.

22 39. The payment of \$2,000.00 in costs shall be due within 30 days of the effective
23 date of the Commission's Order Approving Stipulation. Thereafter, twelve installment
24 payments of \$1,000.00 shall be due on the 15th day of each month following the payment of
25 costs, until the administrative fine is paid in full. No grace period is permitted. Any payment
26 not actually received by the Division on or before its due date shall be construed as an event
27 of default by the Respondent.

28 40. In the event of default, Respondent agrees that her license and permit shall be

1 immediately suspended, the unpaid balance of the administrative fine shall become
2 immediately accelerated, and the unpaid balance, together with any attorney's fees and costs
3 that may have been assessed, shall be due in full to the Division within ten calendar days of
4 the date of default. Debt collection actions for unpaid monetary assessments in this case may
5 be instituted by the Division.

6 41. Respondent agrees to attend six hours of continuing education in the area of
7 property management, three hours in the area of ethics, and three hours in the area of
8 agency, all of which must be completed within 90 days of the effective date of the
9 Commission's Order Approving Stipulation. The hours must be live education and will not
10 count towards Respondent's continuing education requirements. Respondent agrees that her
11 license and permit shall be immediately suspended if she fails to timely attend and complete
12 the above continuing education. Respondent agrees that the suspension of her license and
13 permit shall continue until the continuing education is completed.

14 42. The Division agrees not to pursue any other or greater remedies or fines in
15 connection with Respondent's alleged conduct referenced herein.

16 43. Respondent and the Division agree that by entering into this Stipulation, the
17 Division does not concede any defense or mitigation Respondent may assert and that once
18 this Stipulation is approved and fully performed, the Division will close its file in this matter.

19 44. Respondent agrees that if the administrative fine is not paid within the time
20 period set forth hereinabove, the Division may, at its option, rescind this Stipulation and
21 proceed with prosecuting the Complaint before the Commission.

22 45. Respondent agrees and understands that by entering into this Stipulation,
23 Respondent is waiving her right to a hearing at which Respondent may present evidence in
24 her defense, her right to a written decision on the merits of the complaint, her rights to
25 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may
26 be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers
27 and Salespersons statutes and accompanying regulations, and the federal and state
28 constitutions. Respondent understands that this Agreement and other documentation may be

1 subject to public records laws. The Commission members who review this matter for approval
2 of this Stipulation may be the same members who ultimately hear, consider and decide the
3 Complaint if this Stipulation is either not approved by the Commission or is not timely
4 performed by Respondent. Respondent fully understands that she has the right to be
5 represented by legal counsel in this matter at her own expense.

6 46. Each party shall bear its or her own attorney's fees and costs.

7 47. Stipulation is Not Evidence. Neither this Stipulation nor any statements made
8 concerning this Stipulation may be discussed or introduced into evidence at any hearing on
9 the Complaint, if the Division must ultimately present its case based on the Complaint filed in
10 this matter.

11 48. Approval of Stipulation. Once executed, this Stipulation will be filed with the
12 Commission and will be placed on the agenda for approval at its July 2016 public meeting.
13 The Division will recommend to the Commission approval of the Stipulation. Respondent
14 agrees that the Commission may approve, reject, or suggest amendments to this Stipulation
15 that must be accepted or rejected by Respondent before any amendment is effective.

16 49. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
17 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
18 and the Division may pursue its Complaint before the Commission at the Commission's
19 regular public meeting.

20 50. Release. In consideration of execution of this Stipulation, the Respondent for
21 herself, her heirs, executors, administrators, successors, and assigns, hereby release, remise,
22 and forever discharge the State of Nevada, the Department of Business and Industry and the
23 Division, and each of their respective members, agents, employees and counsel in their
24 individual and representative capacities, from any and all manner of actions, causes of action,
25 suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown,
26 in law or equity, that the Respondent ever had, now has, may have, or claim to have, against
27 any or all of the persons or entities named in this section, arising out of or by reason of the
28 Division's investigation, this disciplinary action, and all other matters relating thereto.

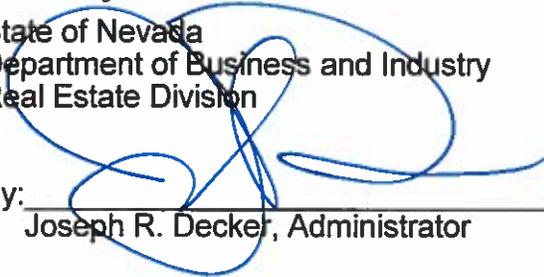
1 51. Indemnification. Respondent hereby indemnifies and holds harmless the State
2 of Nevada, the Department of Business and Industry, the Division, and each of their
3 respective members, agents, employees and counsel in their individual and representative
4 capacities against any and all claims, suits, and actions brought against said persons and/or
5 entities by reason of the Division's investigation, this disciplinary action and all other matters
6 relating thereto, and against any and all expenses, damages, and costs, including court costs
7 and attorney fees, which may be sustained by the persons and/or entities named in this
8 section as a result of said claims, suits, and actions.

9 52. Respondent has signed and dated this Stipulation only after reading and
10 understanding all terms herein.

11 Dated: 7/13/16

By: 
Yeranuhi (Anna) Arakelyan, Respondent

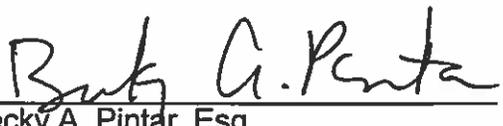
13 Dated: 07/13/16

14 State of Nevada
15 Department of Business and Industry
16 Real Estate Division
By: 
Joseph R. Decker, Administrator

18 Approved as to form:
19 Dated: 7/13/2016

Approved as to form:
Dated: 7/13/16

21 ADAM PAUL LAXALT
22 Attorney General
By: 
24 Keith E. Kizer
25 Deputy Attorney General
26 Attorney for the Real Estate Division

PINTAR ALBISTON LLP
By: 
Becky A. Pinta, Esq.
Attorney for Respondent

