

FILED

JUL 14 2016

REAL ESTATE COMMISSION
BY *Kelvin Ayala*

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2015-2627

Petitioner,

vs.

ANTHONY SHAW,

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION**

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, Anthony Shaw ("Respondent").

JURISDICTION

Respondent stipulates and agrees that he was at all relevant times, licensed in Nevada by the Division as alleged in the Complaint. Respondent agrees that he 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 as a broker under license number B.0055521.INDV, a broker-salesperson license number BS.0055521, and a property manager under permit number PM.0162978.

2. Respondent was the broker and property manager for Alliance Properties.

3. In July 2009, Respondent entered into a Residential Property Management Agreement with Margaret Barton to manager her property located at 848 Paseo Rocos Place, Las Vegas, Nevada.

4. For several months in 2015, Respondent remitted rents late.

1 5. Respondent remitted to Ms. Barton the June 2015 rent in September 2015
2 despite numerous requests.

3 6. Respondent managed property located at 4330 Hartford Fern, Las Vegas,
4 Nevada, for out of state owner, David Flores.

5 7. As of December 3, 2015, Respondent failed to remit November 2015 rents to
6 Mr. Flores.

7 8. Respondent's Operating Rental Account contained money held for others;
8 however it was not designated as a trust account.

9 9. Respondent was the only signer on all of his business and trust accounts.

10 10. Respondent admits that by 2014 his business was failing and his trust account
11 was being depleted.

12 11. Respondent deposited rents into his business account.

13 12. Respondent transferred money from his personal household account into the
14 Operating Rental Account.

15 13. Respondent transferred money from his personal household account into the
16 Trust Account.

17 14. Respondent transferred money from his business operating account into the
18 Operating Rental Account.

19 15. Respondent admits that he falsified his 2014 Trust Account Reconciliation
20 reports to match the trust account balance he had on hand at the time.

21 16. Respondent admits that a total of \$208,933 is missing from his trust account.

22 17. Respondent converted trust account funds to his own personal use.

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

24 18. Respondent violated NRS 645.630(1)(f) on two occasions by failing to account
25 for and remit funds within a reasonable time.

26 19. Respondent violated NRS 645.310(4) by failing to designate his Operating
27 Rental Account as a trust account.

28 20. Respondent violated NRS 645.630(1)(h) by depositing rents into his business

1 account, which is comingling.

2 21. Respondent violated NRS 645.630(1)(h) by transferring money from his
3 personal household account into the Operating Rental Account, which is comingling.

4 22. Respondent violated NRS 645.630(1)(h) by transferring money from his
5 personal household account into the Trust Account, which is comingling.

6 23. Respondent violated NRS 645.630(1)(h) by transferring money from his
7 business operating account into the Operating Rental Account, which is comingling.

8 24. Respondent violated NRS 645.630(1)(h) by converting client funds for his own
9 personal use.

10 25. Respondent violated NRS 645.633(1)(i) by submitting false Trust Account
11 Reconciliation reports to the Division which constitutes deceitful, fraudulent or dishonest
12 dealing.

13 **RESPONDENT'S SUMMARY OF RESPONSE TO ALLEGATIONS IN THE COMPLAINT**

14 26. Respondent's response to the Complaint is as follows:

15 a) Respondent admits that he was licensed as a broker, a broker-
16 salesperson, and a property manager for Alliance Properties.

17 b) Respondent admits he entered into a Residential Property
18 Management.

19 c) Agreement with Margaret Barton and he admits he remitted rents
20 on some occasions later in the month than usual; all of the rents were
21 paid.

22 d) Respondent admits he managed property for out of state owner
23 David Flores.

24 e) Respondent opened his bank accounts ten years ago. He thought
25 he opened two Trust Accounts; the Operating Rental Account was one of
26 the two. Respondent had no idea that the account was not a trust account
27 until the investigator for the Division told him it was not a trust account.

28 f) Respondent admits that he was the only signer on all of the
business and trust accounts.

g) Respondent admits in late 2014 his business was failing and his
trust account was being depleted.

1 h) Respondent went to the Division to report he had a deficit and the
business was in trouble. Respondent sought the advice of counsel.

2 i) Respondent admits that he deposited rents into his business
3 account but did not know it was a violation.

4 j) Respondent transferred money from his personal account into the
5 Operating Rental Account and into the Trust Account to keep the business
afloat and his client's paid, including security deposits.

6 k) With respect the Trust Account Reconciliation Reports submitted to
7 the Division, Respondent balanced the trust account funds that were in the
8 bank account at the time. The funds were matched up to selected existing
clients.

9 l) Respondent did not take any client funds of any kind for his own
10 personal use.

11 m) Respondent used all of his available credit on credit cards, and also
12 borrowed \$60,000 in cash from Rowan all in an effort to make his clients
whole.

13 n) Respondent sold his business, Alliance, for the amount of the Trust
14 Account arrearages to Rowan Realty. The entire amount will be paid in
one year. To date Rowan Realty has paid back \$80,000 to date.

15 o) Respondent has not and will not receive any funds whatsoever
16 from the sale of the business to Rowan Realty.

17 p) Respondent has cooperated fully with the investigators.

18 q) Respondent had no intent to violate NRS Chapter 645.

19 **SETTLEMENT**

20 27. The Division was prepared to present its case based upon the Complaint filed
21 with the Commission.

22 28. Respondent admits to the facts and violations of law as alleged in the Complaint.

23 29. The Parties desire to compromise and settle the instant controversy upon the
24 following terms and conditions.

25 30. Respondent agrees that all his real estate licenses and property management
26 permit are REVOKED and that he may not apply for any real estate license or permit in
27 Nevada for 10 years from the effective date of this Order.

28 31. Respondent agrees to pay \$45,000.00 as an administrative fine to the Division

1 as follows: Respondent shall pay an initial payment of \$1,250.00 due within 180 days of the
2 effective date of this Order, and \$1,250.00 a month thereafter, until paid in full. Each payment
3 shall be due on the 15th of every month. No grace period is permitted. Any installment
4 payment not actually received by the Division on or before its due date shall be construed as
5 an event of default by Respondent.

6 32. In the event of default, Respondent agrees that the unpaid balance, together
7 with any attorney's fees and costs that may have been assessed, shall be due in full to the
8 Division within ten calendar days of the date of default. Debt collection actions for unpaid
9 monetary assessments in this case may be instituted by the Division.

10 33. The Division agrees not to pursue any other or greater remedies or fines in
11 connection with Respondent's alleged conduct referenced herein.

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

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

18 36. Respondent agrees and understands that by entering into this Stipulation,
19 Respondent is waiving his right to a hearing at which Respondent may present evidence in his
20 defense, his right to a written decision on the merits of the complaint, his rights to
21 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may
22 be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers
23 and Salespersons statutes and accompanying regulations, and the federal and state
24 constitutions. Respondent understands that this Agreement and other documentation may be
25 subject to public records laws. The Commission members who review this matter for approval
26 of this Stipulation may be the same members who ultimately hear, consider and decide the
27 Complaint if this Stipulation is either not approved by the Commission or is not timely
28 performed by Respondent. Respondent fully understands that he has the right to be

1 represented by legal counsel in this matter at his own expense.

2 37. Each party shall bear its or his own attorney's fees and costs.

3 38. Stipulation is Not Evidence. Neither this Stipulation nor any statements made
4 concerning this Stipulation may be discussed or introduced into evidence at any hearing on
5 the Complaint, if the Division must ultimately present its case based on the Complaint filed in
6 this matter.

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

12 40. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
13 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
14 and the Division may pursue its Complaint before the Commission at the Commission's
15 regular public meeting.

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

25 42. Indemnification. Respondent hereby indemnifies and holds harmless the State
26 of Nevada, the Department of Business and Industry, the Division, and each of their
27 respective members, agents, employees and counsel in their individual and representative
28 capacities against any and all claims, suits, and actions brought against said persons and/or

1 entities by reason of the Division's investigation, this disciplinary action and all other matters
2 relating thereto, and against any and all expenses, damages, and costs, including court costs
3 and attorney fees, which may be sustained by the persons and/or entities named in this
4 section as a result of said claims, suits, and actions.

5 43. Respondent has signed and dated this Stipulation only after reading and
6 understanding all terms herein.

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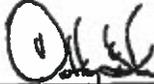
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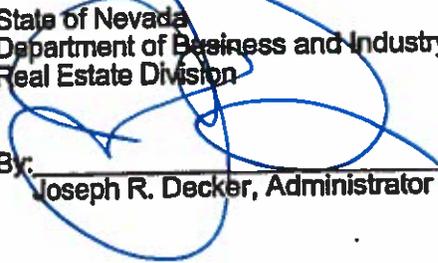
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understanding all terms herein.

Dated: 7/11/2016

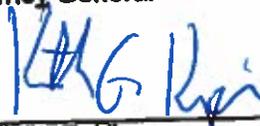
By: 
Anthony Shaw, Respondent

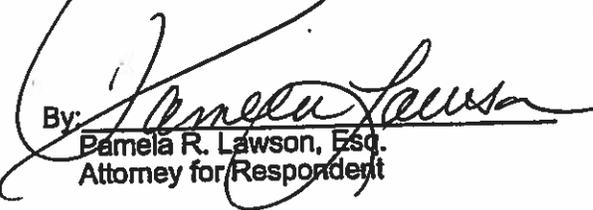
Dated: 07/13/16

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

Approved as to form:
Dated: 7-12-2016

Approved as to form:
Dated: July 11, 2016

ADAM PAUL LAXALT
Attorney General
By: 
Keith E. Kizer
Deputy Attorney General
Attorney for the Real Estate Division

Law Offices of Pamela R. Lawson
By: 
Pamela R. Lawson, Esq.
Attorney for Respondent

ORDER APPROVING STIPULATION

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on July 13, 2016, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation is approved in full.

This Order shall become effective on the _____ day of _____, 2016.

Dated this _____ day of July, 2016.

NEVADA REAL ESTATE COMMISSION

By: _____
President, Nevada Real Estate Commission

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IT IS ORDERED that the above Stipulation is approved in full.

This Order shall become effective on the 2nd day of SEPTEMBER, 2016.

Dated this 13th day of July, 2016.

NEVADA REAL ESTATE COMMISSION

By:
President, Nevada Real Estate Commission