

Attorney General's Office  
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Las Vegas, NV 89101

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

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

Case No. RES 12-05-39-363

Petitioner,

**STIPULATION AND ORDER FOR  
SETTLEMENT  
OF DISCIPLINARY ACTION**

vs.

BRIAN THOMAS WARREN,  
Respondent.

This matter came on for hearing before the Nevada Real Estate Commission, Department of Business and Industry, State of Nevada ("Commission") on January 7, 2015 at 240 Water Street, Henderson, Nevada, 89015. Present were Commissioners Richard Johnson, Norma Jean Opatik, Sherrie Cartinella. Neil Schwartz and Devin Reiss. The Respondent, BRIAN THOMAS WARREN was present. Kimberly A. Arguello, Senior Deputy Attorney General appeared on behalf of Petitioner.

**STIPULATED FACTS**

Respondent stipulates and agrees on the record at the time of the hearing that the following facts are true and correct:

1. RESPONDENT, at the relevant times mentioned in the Complaint, was licensed as a Salesperson, license number S.0078381.LLC, and a property manager under permit number PM.0164174 and is currently active and subject to the jurisdiction of the Division and the provisions of NRS chapter 645 and NAC chapter 645.
2. At all relevant times RESPONDENT's broker was Jackie Akester at Real Estate by Design, LLC.
3. On or about January 16, 2012 RESPONDENT entered into a Residential Property Management Agreement for the management of property located at 2389 Exeter Drive, Las Vegas Nevada ("Exeter property") for owners A and J Investing, LLC.



1           15. The first payment of \$1,000 shall be due within 30 days of the effective date of  
2 the Commission's Order Approving Stipulation. Then Respondent shall pay \$300 per month,  
3 due on the 15<sup>th</sup> day of each month following the initial until the administrative fine is paid in  
4 full. No grace period is permitted. Any installment payment not actually received by the  
5 Division on or before its due date shall be construed as an event of default by the  
6 Respondent.

7           16. In the event of default, Respondent agrees that his license shall be immediately  
8 suspended, the unpaid balance of the administrative fine shall become immediately  
9 accelerated, and the unpaid balance, together with any attorney's fees and costs that may  
10 have been assessed, shall be due in full to the Division within ten calendar days of the date  
11 of default. Respondent agrees that the suspension of his license shall continue until the  
12 unpaid balance is paid in full. Further, debt collection actions for unpaid monetary  
13 assessments in this case may be instituted by the Division.

14           17. Respondent agrees to attend three hours of "What Every Licensee Should Know"  
15 continuing education, three hours of property management designated courses and three hours  
16 of trust account designated courses, all to be completed within three months of the Effective  
17 Date of the Commission's Order Approving Stipulation. The hours must be live education and  
18 will not count towards Respondent's continuing education requirements. Respondent agrees  
19 that his licenses shall be immediately suspended if he fails to timely attend and complete the  
20 above continuing education. Respondent agrees that the suspension of his licenses shall  
21 continue until the continuing education is completed.

22           18. The Division agrees not to pursue any other or greater remedies or fines in  
23 connection with Respondent's alleged conduct referenced herein.

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

27           20. Respondent agrees that if the administrative fine is not paid within the time  
28 period set forth hereinabove, or the continuing education is not timely completed, the Division

1 may, at its option, rescind this Stipulation and proceed with prosecuting the Complaint before  
2 the Commission.

3 21. Respondent agrees and understands that by entering into this Stipulation,  
4 Respondent is waiving his right to a hearing at which Respondent may present evidence in  
5 his defense, his right to a written decision on the merits of the complaint, his rights to  
6 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which  
7 may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate  
8 Brokers and Salespersons statutes and accompanying regulations, and the federal and state  
9 constitutions. Respondent understands that this Agreement and other documentation may  
10 be subject to public records laws. The Commission members who review this matter for  
11 approval of this Stipulation may be the same members who ultimately hear, consider and  
12 decide the Complaint if this Stipulation is either not approved by the Commission or is not  
13 timely performed by Respondent. Respondent fully understands that he has the right to be  
14 represented by legal counsel in this matter at his own expense.

15 22. Each party shall bear its own attorney's fees and costs.

16 23. Stipulation is Not Evidence. Neither this Stipulation nor any statements made  
17 concerning this Stipulation may be discussed or introduced into evidence at any hearing on  
18 the Complaint, if the Division must ultimately present its case based on the Complaint filed in  
19 this matter.

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

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and all other matters relating thereto.

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

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 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 3<sup>RD</sup> ~~2<sup>ND</sup>~~ day of FEBRUARY, 2015.

Dated this 27 day of October, 2015.

NEVADA REAL ESTATE COMMISSION

By:  TRCS.  
RICHARD K JOHNSON