

1 5. At all times relevant to the Complaint, Respondent was a principal of CSC
2 Acquisitions & Holdings LLC ("CSC").

3 6. On or about June 6, 2012, Thomas Jessup LLC granted Respondent and Bo
4 Jones power of attorney to: "Purchase real property, with the power to bid and purchase real
5 property, and endorse any and all cashier's checks over to the selling trustee."

6 7. On or about October 10, 2012, Respondent purchased real property at 2053
7 Quartz Cliff Street, #203, Las Vegas, Nevada, on behalf of Thomas Jessup LLC, and received
8 a \$1,500 commission for the purchase.

9 8. On or about December 28, 2012, Respondent purchased real property at 5855
10 Valley Drive, #1054, North Las Vegas, Nevada, on behalf of Thomas Jessup LLC, and
11 received a \$1,500 commission for the purchase.

12 9. On or about January 9, 2013, Respondent purchased real property at 3400
13 Cabana Drive, #2117, Las Vegas, Nevada, on behalf of Thomas Jessup LLC, and received a
14 \$1,500 commission for the purchase.

15 10. On or about January 11, 2013, Respondent purchased real property at 5111
16 Pioneer Avenue, #103, Las Vegas, Nevada, on behalf of Thomas Jessup LLC, and received a
17 \$1,500 commission for the purchase.

18 11. Respondent referred Thomas Jessup LLC to Powerhouse Platinum Realty
19 ("Powerhouse") for property management services for the above properties.

20 12. On or about February 28, 2013, Respondent sent an email to property owners
21 stating that CSC, in conjunction with Powerhouse, would be enacting "an additional
22 administrative fee of \$45 per month, per files," effective March 1, 2013.

23 13. In that February 28, 2013 correspondence, Respondent explains that CSC has
24 "been forced to add additional personnel to manage the number of bills and invoices
25 associated with these homes" and that "[t]his fee will help offset additional man hours
26 necessary to manage the various entities; sewer, water, HOA fee, general maintenance,
27 electric, etcetera, common to all property owners."
28

1 14. On or about September 30, 2014, the Division sent a *Cease and Desist Order* to
2 Respondent, ordering Respondent to cease and desist "from acquiring interests in properties
3 for others for a fee and property management, which requires licensees."

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

5 15. Respondent allegedly violated NRS 645.230(1)(a) on four occasions by
6 engaging in the business of, acting in the capacity of, advertising or assuming to act as, a real
7 estate broker, real estate broker-salesperson or real estate salesperson within the State of
8 Nevada without first obtaining the appropriate license from the Division

9 16. Respondent allegedly violated NRS 645.230(1)(b) by engaging in the business
10 of, acting in the capacity of, advertising or assuming to act as, a property manager within the
11 State of Nevada without first obtaining from the Division a license as a real estate broker, real
12 estate broker-salesperson or real estate salesperson and a permit to engage in property
13 management.

14 **SETTLEMENT**

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

17 18. Respondent denies the facts or violations of law as alleged in the Complaint,
18 and the Respondent was prepared to present her case opposing the allegations in the
19 Complaint.

20 19. However, in an effort to avoid the time and expense of litigating these issues
21 before the Commission (as well as the potential petition for judicial review), the parties desire
22 to compromise and settle the instant controversy upon the following terms and conditions.

23 20. Respondent agrees to pay to the Division ^{\$16,000}~~\$14,000~~ as an administrative fine and
24 ~~\$2,000 in administrative costs~~ within 90 days of the effective date of the Commission's Order
25 Approving Stipulation. No grace period is permitted. If the payment is not actually received
26 by the Division on or before its due date, it shall be construed as an event of default by the
27 Respondent.

28 21. In the event of default, Respondent agrees that the Division may bring a debt

1 collection action for the unpaid balance due under this Stipulation, together with any attorney's
2 fees and costs that may be assessed by the court in such action.

3 22. The Parties request that if the Commission approves this Stipulation, the
4 Commission meeting minutes report the Commission's Order Approving Stipulation as follows:

5 Allegedly purchased HOA lien foreclosure properties at auction for
6 others on four occasions and conducted property management on
7 one occasion without the appropriate licenses in violation of NRS
8 645.230(1)(a) & (b). Respondent does not admit the alleged facts,
9 and denies that her conduct violated law. (The previous reported
10 decision in this case, which had an effective date of June 2015,
11 was vacated and the charges were subsequently amended.)

12 23. The Division agrees not to pursue any other or greater remedies or fines in
13 connection with Respondent's alleged conduct referenced herein. The Division further agrees
14 that upon Respondent's timely payment of the administrative ~~costs and fine~~ ^{fine} that the Division
15 will not bring any claim or cause directly or indirectly any other claim to be brought by others
16 against Respondent based upon any of the facts, circumstances or allegations discovered
17 during the Division's investigation and prosecution of this Case.

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

21 25. Respondent agrees that if the administrative fine ~~and costs~~ ^{is} are not paid within
22 the time period set forth hereinabove, the Division may, at its option, rescind this Stipulation
23 and proceed with prosecuting the Complaint before the Commission. In that case, the
24 Stipulation shall be null and void.

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

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

7 27. Each party shall bear its or her own attorney's fees and costs.

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

12 29. Approval of Stipulation. Once executed, this Stipulation will be filed with the
13 Commission and will be placed on the agenda for approval at its December 2015 public
14 meeting. The Division will recommend to the Commission approval of the Stipulation.
15 Respondent agrees that the Commission may approve, reject, or suggest amendments to this
16 Stipulation that must be accepted or rejected by Respondent before any amendment is
17 effective.

18 30. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
19 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
20 and the Division may pursue its Complaint before the Commission at the Commission's next
21 regular public meeting. This Stipulation shall then become null and void, and unenforceable in
22 any manner against either party.

23 31. Release. In consideration of execution of this Stipulation, the Respondent for
24 herself, her heirs, executors, administrators, successors, and assigns, hereby release, remise,
25 and forever discharge the State of Nevada, the Department of Business and Industry and the
26 Division, and each of their respective members, agents, employees and counsel in their
27 individual and representative capacities, from any and all manner of actions, causes of action,
28 suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown,

1 in law or equity, that the Respondent ever had, now has, may have, or claim to have, against
2 any or all of the persons or entities named in this section, arising out of or by reason of the
3 Division's investigation, this disciplinary action, and all other matters relating thereto.

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

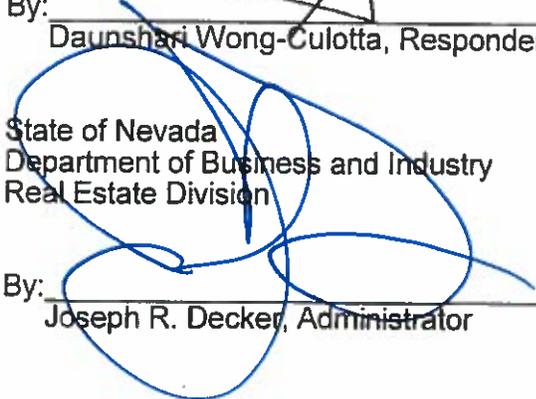
12 33. Respondent has signed and dated this Stipulation only after reading and
13 understanding all terms herein.

14
15 Dated: 12/14/2015

14
15 By: 
16 Daunshari Wong-Culotta, Respondent

17 Dated: 12/16/15

17 State of Nevada
18 Department of Business and Industry
19 Real Estate Division

20 By: 
21 Joseph R. Decker, Administrator

22 Approved as to form:

22 Approved as to form:

23 Dated: 12/16/2015

23 Dated: 12/16/15

24 ADAM PAUL LAXALT
25 Attorney General

24 Marquis Aurbach Coffing

26 By: 
27 Keith E. Kizer
28 Deputy Attorney General
Attorney for the Real Estate Division

26 By: 
27 Scott A. Marquis, Esq.
28 Patrick C. McDonnell, Esq.
Attorneys for Respondent

1 **ORDER APPROVING STIPULATION**

2 The Stipulation for Settlement of Disciplinary Action having come before the Real
3 Estate Commission, Department of Business and Industry, State of Nevada, during its regular
4 agenda on December 16, 2015, and the Commission being fully apprised in the premises, and
5 good cause appearing,

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

7 This Order shall become effective on the 5th day of February, 2016.

8 Dated this 16th day of December, 2015.

9 NEVADA REAL ESTATE COMMISSION

10
11 By: 