

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2015-2027

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION**

Petitioner,

vs.

DANE C. BROOKS,

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, Sharath Chandra, and Respondent, Dane C. Brooks ("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 has been licensed as a broker under license number B.0062410.LLC since October 23, 2007, and as a property manager under permit number PM.0163550.BKR since October 23, 2007, and is currently in active status.

2. At all times relevant to the Complaint, Respondent was the broker and property manager for Great Dane Industries LLC dba Valleywide Properties & Management ("Valleywide").

3. Valleywide had a Security Deposit Account, XXXXXX8740.

4. Valleywide had an Owner's Trust Account, XXXXXX6835.

5. Respondent had a personal checking account, XXXXXX0622.

1 6. Respondent deposited tenants' security deposits into Owner's Trust Account,
2 XXXXXXX6835, instead of Security Deposit Account, XXXXXXX8740.

3 7. Respondent claimed he transferred money from Owner's Trust Account,
4 XXXXXXX6835, into Security Deposit Account, XXXXXXX8740, whenever a tenant moved out of a
5 Valleywide rental property in order to return the tenant's security deposit.

6 8. On or about January 20, 2015, Respondent paid for a pizza with a credit card associated
7 with Owner's Trust Account, XXXXXXX6835.

8 9. On or about June 8, 2015, Respondent transferred \$1,000.00 from Owner's Trust
9 Account, XXXXXXX6835, into his personal checking account, XXXXXXX0622.

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

11 10. Respondent violated NAC 645.655(8) by failing to promptly deposit security deposits
12 into the Security Deposit Account.

13 11. Respondent violated NRS 645.630(1)(h) by converting the money of others to his own
14 use when he made a personal purchase with a credit card associated with the Owner's Trust Account.

15 12. Respondent violated NRS 645.630(1)(h) by commingling the money of his clients with
16 his own when he transferred money from the Owner's Trust Account into his personal checking
17 account.

18 **SETTLEMENT**

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

21 14. Respondent admits to the facts as alleged in the Complaint.

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

24 16. Respondent agrees to pay to the Division \$20,000.00 as an administrative fine and
25 \$2,000.00 in costs for a total of \$22,000.00 in accordance with the below schedule of installment
26 payments.

27 17. The payment of \$2,000.00 in costs shall be due within 30 days of the effective date of
28 the Commission's Order Approving Stipulation. Thereafter, twenty installment payments of \$1,000.00

1 shall be due on the 1st day of each month following the payment of costs, until the administrative fine is
2 paid in full. No grace period is permitted. Any payment not actually received by the Division on or
3 before its due date shall be construed as an event of default by the Respondent.

4 18. In the event of default, Respondent agrees that his license and permit shall be
5 immediately suspended, the unpaid balance of the administrative fine shall become immediately
6 accelerated, and the unpaid balance, together with any attorney's fees and costs that may have been
7 assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt
8 collection actions for unpaid monetary assessments in this case may be instituted by the Division.

9 19. Respondent agrees to attend twelve hours of continuing education in the area of property
10 management, all of which must be completed within 90 days of the effective date of the Commission's
11 Order Approving Stipulation. The hours must be live education and will not count towards
12 Respondent's continuing education requirements. Respondent agrees that his license and permit shall
13 be immediately suspended if he fails to timely attend and complete the above continuing education.
14 Respondent agrees that the suspension of his license and permit shall continue until the continuing
15 education is completed.

16 20. The Division agrees not to pursue any other or greater remedies or fines in connection
17 with Respondent's alleged conduct referenced herein.

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

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

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

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

7 24. Except as provided above, each party shall bear its or his own attorney's fees and costs.

8 25. 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 the
10 Complaint, if the Division must ultimately present its case based on the Complaint filed in this matter.

11 26. 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 August 2017 public meeting. The
13 Division will recommend to the Commission approval of the Stipulation. Respondent agrees that the
14 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
15 rejected by Respondent before any amendment is effective.

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

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

28 ...

