

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Petitioner,

vs.

TERRY NELSON,

Respondent.

Case No. 2017-1715

**COMPLAINT AND NOTICE OF
HEARING**

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division"), by and through its counsel, Adam Paul Laxalt, Attorney General of the State of Nevada, and Peter Keegan, Deputy Attorney General, hereby notifies RESPONDENT TERRY NELSON ("RESPONDENT") of an administrative hearing before the STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be held pursuant to Chapter 233B and Chapter 645 of the Nevada Revised Statutes ("NRS") and Chapter 645 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if the RESPONDENT should be subject to an administrative penalty or other discipline authorized by NRS 645 and/or NAC 645, if violations of law are proven.

JURISDICTION

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a real estate broker under License Number B.0037510.INDV, and is therefore subject to the jurisdiction of the Division and the provisions of NRS Chapter 645 and NAC Chapter 645.

FACTUAL ALLEGATIONS

1. RESPONDENT has been licensed as a real estate broker, License Number B.0037510.INDV, since February 20, 1996, and is currently in active status.

2. RESPONDENT identifies herself as the broker for Great Western Real Estate.

3. RESPONDENT is married to Brian Nelson, a Nevada licensed Broker Salesperson, License Number BS.0037511, since February 20, 1996.

4. On or about August 7, 2017, the Division sent an investigation opening letter to RESPONDENT, which required RESPONDENT to provide copies of her listing file and sales file for each of the properties discussed below, as well as a sworn statement, not later than August 21, 2017.

5. On or about March 14, 2018, the Division sent RESPONDENT as 233B letter, via certified mail, placing RESPONDENT on notice that the Division intended to commence disciplinary action against her with the Nevada Real Estate Commission for violations NRS 645 and NAC 645.

296 E. QUAIL STREET

6. On or about July 19, 2013 the seller entered into an Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real property located at 296 E. Quail Street, Sparks, Nevada, 89434 with a sales price of \$150,000.00.

7. The Exclusive Right to Sell Contract contained a hand written term stating "[b]roker is not obligated to present all offers. Seller expressly waives such obligation. Broker may present to seller any offer which broker believes to be in best interest of seller."

8. The RESPONDENT failed to obtain a signature from the sellers on the Division's Waiver Form allowing a licensee to not perform the statutory duty of presenting all offers made regarding the subject property.

1 9. The Exclusive Right to Sell Contract set the compensation for the
2 RESPONDENT at 8 percent of the selling price, but did not specify any compensation for
3 a cooperating broker or salesperson that procured a suitable buyer.

4 10. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
5 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
6 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
7 Saturdays, Sundays, and holidays, after signing the same."

8 11. RESPONDENT placed the listing on the MLS on August 8, 2013, more than
9 two weeks after the Exclusive Right to Sell Contract was signed.

10 12. The MLS listing specified that the commission for a Buyer's Broker was
11 \$75.00 and included contact information specifying "Do Not Call Agent."

12 13. On or about Thursday, September 12, 2013, RESPONDENT presented an
13 Offer and Acceptance Agreement to the seller, in the amount of \$150,000, as the broker
14 for the buyer.

15 14. The seller accepted the Offer and Acceptance Agreement on Saturday,
16 September 14, 2013.

17 15. The Offer and Acceptance Agreement contained an Earnest Money Deposit
18 provision which specified that the buyer would issue a \$1,800.00 earnest money check
19 payable to Great Western Real Estate, to be "held uncashed until acceptance and then
20 deposited within one (1) business day of acceptance with First American Title Company."

21 16. The Receipt for Deposit of the \$1,800.00 Earnest Money Check issued by the
22 buyer on Thursday, September 12, 2013, from First American Title is dated Tuesday,
23 September 17, 2013, more than one (1) business day after acceptance of the offer.

24 17. The Offer and Acceptance Agreement also contained a term stating that
25 "Seller has agreed, by separate agreement, to pay real estate commissions for services
26 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
27 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
28 relationship."

1 18. On or about September 14, 2013, the seller accepted the buyer's offer for
2 purchase in the amount of \$150,000.00, presented by RESPONDENT, as the buyer's
3 broker and the seller's broker.

4 19. The final settlement statement shows that RESPONDENT was paid 100% of
5 the commission from the \$150,000.00 sale, for a total of \$12,000.00.

6 20. The RESPONDENT failed to make a written disclosure to either the buyer
7 or the seller that they were husband and wife.

8 **14070 TOURMALINE DRIVE**

9 21. On or about July 29, 2013, the seller entered into an Exclusive Right to Sell
10 Contract, which engaged RESPONDENT to list and sell real property located at 14070
11 Tourmaline Drive, Reno, Nevada 89521 with a sales price of \$105,000.00

12 22. The Exclusive Right to Sell Contract contained a hand written term stating
13 "[b]roker is not obligated to present all offers. Seller expressly waives such obligation.
14 Broker may present to seller any offer which broker believes to be in best interest of
15 seller."

16 23. The RESPONDENT failed to obtain a signature from the sellers on the
17 Division's Waiver Form allowing a licensee to not perform the statutory duty of
18 presenting all offers made regarding the subject property.

19 24. The Exclusive Right to Sell Contract set the compensation for the
20 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
21 a cooperating broker or salesperson that procured a suitable buyer.

22 25. As part of the short sale transaction, the parties were required to sign an
23 Affidavit of "Arm's Length Transaction," which specified that "[t]he sale of the Mortgage
24 Premises is an 'arm's length' transaction, between parties who are unrelated and
25 unaffiliated by family, marriage, or commercial enterprise."

26 26. RESPONDENT violated the terms of the Affidavit or "Arm's Length
27 Transaction" when they failed to disclose their relationship as husband and wife.
28

1 27. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 28. The MLS listing report shows that RESPONDENT inputted to listing onto
6 the MLS on Saturday, August 3, 2013, more than 48 hours, excluding Saturdays,
7 Sundays, and holidays, after signing the Exclusive Right to Sell Contract.

8 29. The MLS listing shows RESPONDENT inputted the listing with a buyer's
9 broker commission of \$75.00.

10 30. On or about August 8, 2013, at approximately 11:20 p.m., RESPONDENT
11 changed the MLS listing to reflect a buyer's broker commission of 3%.

12 31. Approximately 5 minutes later, on August 8, 2013, at 11:25 p.m.,
13 RESPONDENT changed the buyer's broker commission back to \$75.00 on the MLS
14 listing.

15 32. On Thursday, August 8, 2013, RESPONDENT's husband, Brian Nelson, as
16 the first buyer's agent, and RESPONDENT as the first buyer's broker, presented an Offer
17 and Acceptance Agreement to the seller in the amount of \$105,000.00, which was
18 accepted later that same day.

19 33. The first Offer and Acceptance Agreement contained an Earnest Money
20 Deposit provision which specified that the buyer would issue a \$5,000.00 earnest money
21 check payable to Great Western Real Estate, to be "held uncashed until acceptance and
22 then deposited within one (1) business day of acceptance with First American Title
23 Company."

24 34. The first Offer and Acceptance Agreement also contained a Short Sale
25 Addendum dated Thursday, August 8, 2013, signed by both the buyer and seller, which
26 also contained a handwritten term stating that "[e]arnest money to be deposited within
27 (1) business day of seller's acceptance of offer."
28

1 35. The Receipt for Deposit of the \$5,000.00 Earnest Money Check issued by the
2 first buyer on Thursday, August 8, 2013, from First American Title is dated Monday,
3 August 12, 2013, more than one (1) business day after the acceptance.

4 36. The Offer and Acceptance Agreement also contained a term stating that
5 "Seller has agreed, by separate agreement, to pay real estate commissions for services
6 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
7 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
8 relationship."

9 37. On or about November 13, 2013, RESPONDENT prepared Addendum #3 to
10 the Offer and Acceptance Agreement dated August 8, 2013, which was signed by the
11 buyer and the seller and increased the sales price to \$123,000.00.

12 38. On or about November 13, 2013 at 11:08 a.m., RESPONDENT changed the
13 buyer's broker commission on the MLS listing back to 3%.

14 39. On or about Saturday, November 23, 2013, RESPONDENT presented
15 another Offer and Acceptance Agreement from the second buyer to the seller in the
16 amount of \$140,000.00, which was accepted by the seller that day.

17 40. This Offer and Acceptance Agreement also contained an Earnest Money
18 Deposit provision which specified that the buyer would issue a \$3,000.00 earnest money
19 check payable to Great Western Real Estate, to be "held uncashed until acceptance and
20 then deposited within one (1) business day of acceptance with First American Title
21 Company."

22 41. The Offer and Acceptance Agreement also contained a Short Sale Addendum
23 dated Saturday, November 23, 2013, signed by both the buyer and seller, which also
24 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
25 business day of seller's acceptance of offer."

26 42. The Receipt for Deposit of the \$3,000.00 Earnest Money Check issued by the
27 second buyer on Saturday, November 23, 2013, from First American Title is dated
28

1 Wednesday, November 27, 2013, more than one (1) business day after acceptance of the
2 offer.

3 43. On or about December 12, 2013, RESPONDENT prepared Addendum #4 to
4 the Offer and Acceptance Agreement dated November 23, 2013, which was signed by the
5 buyer and the seller and increased the sales price to \$145,000.00.

6 44. Escrow closed on December 12, 2013.

7 45. The final settlement statement shows that RESPONDENT was paid 100%
8 for the commissions from the \$145,000.00 sale, for a total of \$8,700.00.

9 46. The RESPONDENT failed to make a written disclosure to either the buyer
10 or the seller that they were husband and wife.

11 **2080 BLOSSOM VIEW DRIVE**

12 47. On or about August 25, 2013, the sellers entered into an Exclusive Right to
13 Sell Contract, which engaged RESPONDENT to list and sell real property located at 2080
14 Blossom View Drive, Sparks, Nevada 89434 with a sales price of \$189,000.00.

15 48. The Exclusive Right to Sell Contract contained a hand written term stating
16 "[b]roker is not obligated to present all offers. Seller expressly waives such obligation.
17 Broker may present to seller any offer which broker believes to be in best interest of
18 seller."

19 49. The RESPONDENT failed to obtain a signature from the sellers on the
20 Division's Waiver Form allowing a licensee to not perform the statutory duty of
21 presenting all offers made regarding the subject property.

22 50. The Exclusive Right to Sell Contract set the compensation for the
23 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
24 a cooperating broker or salesperson that procured a suitable buyer.

25 51. The MLS listing report shows that RESPONDENT inputted to listing onto
26 the MLS on August 27, 2013, with a buyer's broker commission of \$75.00 and contact
27 information specifying "Do Not Call Agent."
28

1 52. The MLS listing report also contained private remarks stating "Seller is not
2 accepting back up offers. Do not call agent."

3 53. On or about August 31, 2013, RESPONDENT's husband, Brian Nelson, as
4 the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
5 Acceptance Agreement to sellers in the amount of \$189,000.00.

6 54. The seller accepted the Offer and Acceptance Agreement on Tuesday,
7 September 3, 2013.

8 55. The Offer and Acceptance Agreement contained an Earnest Money Deposit
9 provision which specified that the buyer would issue a \$5,000.00 earnest money check
10 payable to Great Western Real Estate, to be "held uncashed until acceptance and then
11 deposited within one (1) business day of acceptance with First American Title Company."

12 56. The Offer and Acceptance Agreement also contained a Short Sale Addendum
13 dated August 31, 2013, signed by both the buyer and seller, which also contained a
14 handwritten term stating that "[e]arnest money to be deposited within (1) business day of
15 seller's acceptance of offer."

16 57. The Receipt for Deposit of the \$5,000.00 Earnest Money Check from First
17 American Title is dated Friday, September 6, 2013, more than one (1) business day after
18 acceptance of the offer.

19 58. The Offer and Acceptance Agreement also contained a term stating that
20 "Seller has agreed, by separate agreement, to pay real estate commissions for services
21 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
22 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
23 relationship."

24 59. As part of the short sale transaction, the parties were required to sign an
25 Affidavit of "Arm's Length Transaction," which specified that "the transaction is
26 characterized by a selling prices and other conditions that would prevail in an open
27 market environment and there are not hidden terms or special understandings that exist
28 between any of the parties involved in the transaction including, but not limited to the

1 buyer, seller, appraiser, broker, sales agent (including, but not limited to the listing agent
2 and seller's agent), closing agent, Lender and/or Servicer."

3 60. RESPONDENT violated the terms of the Affidavit or "Arm's Length
4 Transaction" when they engaged in a scheme to control the offers, limit the open market
5 for the transaction, and ensure a double commission.

6 61. On or about September 3, 2013, at approximately 11:04 p.m.,
7 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

8 62. Approximately 7 minutes later, at 11:11 p.m., RESPONDENT changed the
9 buyer's broker commission back to \$75.00 on the MLS listing.

10 63. The final settlement statement shows that RESPONDENT was paid 100% of
11 the commissions from the \$189,000.00 sale, for a total of \$11,340.00.

12 64. The RESPONDENT failed to make a written disclosure to either the buyer
13 or the seller that they were husband and wife.

14 **2290 LINDLEY WAY**

15 65. On or about February 20, 2014, the sellers entered into an Exclusive Right to
16 Sell Contract, which engaged RESPONDENT to list and sell real property located at 2290
17 Lindley Way, Reno, Nevada 89509 with a sales price of \$425,000.

18 66. The Exclusive Right to Sell Contract set the compensation for the
19 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
20 a cooperating broker or salesperson that procured a suitable buyer.

21 67. The MLS listing report shows that RESPONDENT inputted to listing onto
22 the MLS on February 22, 2014, with a buyer's broker commission of \$75.00.

23 68. On or about March 13, 2014, RESPONDENT's husband, Brian Nelson, as the
24 buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
25 Acceptance Agreement to sellers in the amount of \$375,000.00.

26 69. The seller accepted the Offer and Acceptance Agreement on March 13, 2014.

27 70. The Offer and Acceptance Agreement also contained a term stating that
28 "Seller has agreed, by separate agreement, to pay real estate commissions for services

1 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
2 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
3 relationship."

4 71. On or about March 13, 2014, at approximately 8:22 p.m., RESPONDENT
5 changed the MLS listing to reflect a buyer's broker commission of 3%.

6 72. As part of the short sale transaction, as indicated in the NationStar Mortgage
7 short sale approval letter dated July 24, 2014, the parties were required to sign an
8 Affidavit of "Arm's Length Transaction," which was not provided with the
9 RESPONDENT's listing and sales file.

10 73. RESPONDENT violated the terms of the Affidavit or "Arm's Length
11 Transaction" when they engaged in a scheme to control the offers, limit the open market
12 for the transaction, and ensure a double commission.

13 74. After a series of addendums to the Offer and Acceptance Agreement, the sales
14 price was finalized on Addendum # 4 at \$370,000.

15 75. The final settlement statement shows that RESPONDENT was paid 100% of
16 the commissions from the \$370,000.00 sale, for a total of \$22,200.00.

17 76. The RESPONDENT failed to make a written disclosure to either the buyer
18 or the seller that they were husband and wife.

19 77. The sales price for this home was less than the listing price.

20 **7615 HALIFAX DRIVE**

21 78. On or about Saturday, January 11, 2014, the sellers entered into an
22 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
23 property located at 7615 Halifax Drive, Reno, NV 89506 with a sales price of \$107,000.00.

24 79. The Exclusive Right to Sell Contract set the compensation for the
25 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
26 a cooperating broker or salesperson that procured a suitable buyer.

27 80. The Exclusive Right to Sell Contract included a Short Sale Addendum
28 prepared by the RESPONDENT and signed by the seller on January 11, 2014.

1 81. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 82. The MLS listing report shows that RESPONDENT inputted the listing onto
6 the MLS, with a buyer's broker commission of \$75.00, on Friday, January 17, 2014, more
7 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
8 Right to Sell Contract.

9 83. On or about May 1, 2014, RESPONDENT's husband, Brian Nelson, as the
10 buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
11 Acceptance Agreement to sellers in the amount of \$80,000.00.

12 84. The seller accepted the Offer and Acceptance Agreement on Saturday, May
13 3, 2014.

14 85. The Offer and Acceptance Agreement also contained a term stating that
15 "Seller has agreed, by separate agreement, to pay real estate commissions for services
16 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
17 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
18 relationship."

19 86. On or about May 3, 2014, at approximately 12:26 p.m., RESPONDENT
20 changed the MLS listing to reflect a buyer's broker commission of 3%.

21 87. After a series of addendums to the Offer and Acceptance Agreement, the
22 sales price was finalized on Addendum # 3 at \$88,350.

23 88. The final settlement statement shows that RESPONDENT was paid 100% of
24 the commissions from the \$88,350.00 sale, for a total of \$5,301.00.

25 89. The RESPONDENT failed to make a written disclosure to either the buyer
26 or the seller that they were husband and wife.

27 90. The sales price for this home was less than the listing price.
28

1 **112 MICHAELSEN DRIVE**

2 91. On or about Wednesday, August 21, 2014, the sellers entered into an
3 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
4 property located at 112 Michaelsen Drive, Reno, Fernley, Nevada 89408 with a sales price
5 of \$145,000.00.

6 92. The Exclusive Right to Sell Contract set the compensation for the
7 RESPONDENT at 7 percent of the selling price, but did not specify any compensation for
8 a cooperating broker or salesperson that procured a suitable buyer.

9 93. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
10 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
11 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
12 Saturdays, Sundays, and holidays[.]"

13 94. The MLS listing report shows that RESPONDENT inputted the listing onto
14 the MLS, with a buyer's broker commission of \$75.00, on Thursday, August 28, 2014,
15 more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the
16 Exclusive Right to Sell Contract.

17 95. The MLS listing report also contained private remarks stating "Please do not
18 call agent."

19 96. On or about Sunday, September 21, 2014, RESPONDENT, as the buyer's
20 broker, presented an Offer and Acceptance Agreement to sellers in the amount of
21 \$145,000.00.

22 97. The seller accepted the Offer and Acceptance Agreement on Tuesday,
23 September 23, 2014.

24 98. The Offer and Acceptance Agreement contained an Earnest Money Deposit
25 provision which specified that the buyer would issue a \$100.00 earnest money check
26 payable to First American Title Company, to be "held uncashed until acceptance and then
27 deposited within one (1) business day of acceptance with First American Title Company."
28

1 99. The Receipt for Deposit of the \$100.00 Earnest Money Check issued by buyer
2 on Sunday, September 21, 2014, from First American Title is dated Friday, September 26,
3 2014, more than one (1) business day after acceptance of the offer.

4 100. The Offer and Acceptance Agreement also contained a term stating that
5 "Seller has agreed, by separate agreement, to pay real estate commissions for services
6 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
7 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
8 relationship."

9 101. The final settlement statement shows that RESPONDENT was paid 100% of
10 the commissions from the \$145,000.00 sale, for a total of \$10,150.00.

11 **7615 ROLLING CLOUDS DRIVE**

12 102. On or about June 1, 2015, the sellers entered into an Exclusive Right to Sell
13 Contract, which engaged RESPONDENT to list and sell real property located at 7615
14 Rolling Clouds Drive, Reno, Nevada 89506 with a sales price of \$220,000.00.

15 103. The Exclusive Right to Sell Contract set the compensation for the
16 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
17 a cooperating broker or salesperson that procured a suitable buyer.

18 104. The Exclusive Right to Sell Contract included a Short Sale Addendum
19 prepared by the RESPONDENT and signed by the seller on June 1, 2015.

20 105. The MLS listing report shows that RESPONDENT inputted the listing onto
21 the MLS, with a buyer's broker commission of \$75.00, on June 2, 2015.

22 106. On or about Wednesday, June 24, 2015, RESPONDENT's husband, Brian
23 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
24 Offer and Acceptance Agreement to sellers in the amount of \$205,000.00.

25 107. The seller accepted the Offer and Acceptance Agreement on Wednesday,
26 June 24, 2015.

27 108. The Offer and Acceptance Agreement also contained a term stating that
28 "Seller has agreed, by separate agreement, to pay real estate commissions for services

1 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
2 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
3 relationship."

4 109. On or about June 25, 2015, at approximately 3:27 p.m., RESPONDENT
5 changed the MLS listing to reflect a buyer's broker commission of 3%.

6 110. The RESPONDENT failed to make a written disclosure to either the buyer
7 or the seller that they were husband and wife.

8 111. The Offer and Acceptance Agreement contained an Earnest Money Deposit
9 provision which specified that the buyer would issue a \$500.00 earnest money check
10 payable to First American Title Company, to be "held uncashed until acceptance and then
11 deposited within one (1) business day of acceptance with First American Title Company."

12 112. The Offer and Acceptance Agreement also contained a Short Sale Addendum
13 dated Wednesday, June 24, 2015, signed by both the buyer and seller, which also
14 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
15 business day of seller's acceptance of offer."

16 113. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
17 American Title is dated Friday, July 10, 2015, more than one (1) business day after
18 acceptance of the offer.

19 114. The final settlement statement shows that RESPONDENT was paid 100% of
20 the commissions from the \$200,000.00 sale, for a total of \$12,000.00.

21 115. The sales price for this home was less than the listing price.

22 **439 L STREET, SPARKS, NEVADA 89431**

23 116. On or about Wednesday, September 30, 2015, the sellers entered into an
24 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
25 property located at 439 L Street, Sparks, Nevada 89431 with a sales price of \$149,000.00.

26 117. The Exclusive Right to Sell Contract set the compensation for the
27 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
28 a cooperating broker or salesperson that procured a suitable buyer.

1 118. The Exclusive Right to Sell Contract included a Short Sale Addendum
2 prepared by the RESPONDENT and signed by the seller on Wednesday, September 30,
3 2015.

4 119. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
5 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
6 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
7 Saturdays, Sundays, and holidays[.]"

8 120. The MLS listing report shows that RESPONDENT inputted the listing onto
9 the MLS, with a buyer's broker commission of \$75.00, on Monday, October 5, 2015, more
10 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
11 Right to Sell Contract.

12 121. On or about Wednesday, October 14, 2015, RESPONDENT's husband, Brian
13 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
14 Offer and Acceptance Agreement to sellers in the amount of \$130,000.00.

15 122. The seller accepted the Offer and Acceptance Agreement on Wednesday,
16 October 14, 2015.

17 123. The Offer and Acceptance Agreement also contained a term stating that
18 "Seller has agreed, by separate agreement, to pay real estate commissions for services
19 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
20 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
21 relationship."

22 124. On or about October 15, 2015, at approximately 12:15 a.m., RESPONDENT
23 changed the MLS listing to reflect a buyer's broker commission of 3%.

24 125. The RESPONDENT failed to make a written disclosure to either the buyer
25 or the seller that they were husband and wife.

26 126. The Offer and Acceptance Agreement contained an Earnest Money Deposit
27 provision which specified that the buyer would issue a \$500.00 earnest money check
28

1 payable to First American Title Company, to be "held uncashed until acceptance and then
2 deposited within one (1) business day of acceptance with First American Title Company."

3 127. The Offer and Acceptance Agreement also contained a Short Sale Addendum
4 dated Wednesday, October 14, 2015, signed by both the buyer and seller, which also
5 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
6 business day of seller's acceptance of offer."

7 128. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
8 American Title is dated Friday, October 23, 2015, more than one (1) business day after
9 acceptance of the offer.

10 129. The final settlement statement shows that RESPONDENT was paid 100% of
11 the commissions from the \$145,000.00 sale, for a total of \$8,700.00.

12 130. The sales price for this home was less than the listing price.

13 **687 WEST CANARY CIRCLE**

14 131. On or about Wednesday, February 20, 2016, the sellers entered into an
15 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
16 property located at 687 West Canary Circle, Fernley, Nevada 89408 with a sales price of
17 \$219,000.00.

18 132. The Exclusive Right to Sell Contract set the compensation for the
19 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
20 a cooperating broker or salesperson that procured a suitable buyer.

21 133. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
22 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
23 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
24 Saturdays, Sundays, and holidays[.]"

25 134. The MLS listing report shows that RESPONDENT inputted the listing onto
26 the MLS, with a buyer's broker commission of \$75.00, on Thursday, April 14, 2016, more
27 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
28 Right to Sell Contract.

1 135. On or about Wednesday, April 15, 2016, RESPONDENT as the buyer's
2 broker, presented an Offer and Acceptance Agreement to sellers in the amount of
3 \$209,500.00.

4 136. The seller accepted the Offer and Acceptance Agreement on Wednesday,
5 April 16, 2016.

6 137. The Offer and Acceptance Agreement contained an Earnest Money Deposit
7 provision which specified that the buyer would issue a \$500.00 earnest money check
8 payable to First American Title Company, to be "held uncashed until acceptance and then
9 deposited within one (1) business day of acceptance with First American Title Company."

10 138. The First American Title Final Settlement Statement identifies that the
11 \$500.00 Earnest Money Check was deposited on April 26, 2016, more than one (1)
12 business day after acceptance of the offer.

13 139. The final settlement statement shows that RESPONDENT was paid 100% of
14 the commission from the \$209,500.00 sale, for a total of \$12,570.00.

15 140. The sales price for this home was less than the listing price.

16 **6940 FLOWER STREET**

17 141. On or about Wednesday, April 11, 2016, the sellers entered into an Exclusive
18 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
19 located at 6940 Flower Street, Reno, Nevada 89506 with a sales price of \$175,000.00.

20 142. The Exclusive Right to Sell Contract set the compensation for the
21 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
22 a cooperating broker or salesperson that procured a suitable buyer.

23 143. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
24 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
25 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
26 Saturdays, Sundays, and holidays[.]"

1 144. The MLS listing report shows that RESPONDENT inputted the listing onto
2 the MLS, on Thursday, May 5, 2016, more than 48 hours, excluding Saturdays, Sundays,
3 and holidays, after signing the Exclusive Right to Sell Contract.

4 145. On or about Wednesday, April 20, 2016, RESPONDENT as the buyer's
5 broker, presented an Offer and Acceptance Agreement to sellers in the amount of
6 \$175,000.00.

7 146. The seller accepted the Offer and Acceptance Agreement on Wednesday,
8 April 21, 2016.

9 147. The Offer and Acceptance Agreement contained an Earnest Money Deposit
10 provision which specified that the buyer would issue a \$500.00 earnest money check
11 payable to First American Title Company, to be "held uncashed until acceptance and then
12 deposited within one (1) business day of acceptance with First American Title Company."

13 148. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
14 American Title is dated Monday, April 25, 2016, more than one (1) business day after
15 acceptance of the offer.

16 149. The Earnest Money Check was dated April 22, 2016.

17 150. The final settlement statement shows that RESPONDENT was paid 100% of
18 the commission from the \$175,000.00 sale, for a total of \$10,000.00.

19 **11560 TUPELO STREET**

20 151. On or about Tuesday, February 9, 2016, the sellers entered into an Exclusive
21 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
22 located at 11560 Tupelo Street, Reno, Nevada 89506 with a sales price of \$150,000.00.

23 152. The Exclusive Right to Sell Contract set the compensation for the
24 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
25 a cooperating broker or salesperson that procured a suitable buyer.

26 153. The Exclusive Right to Sell Contract included a Short Sale Addendum
27 prepared by the RESPONDENT and signed by the seller on Tuesday, February 9, 2016.
28

1 154. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 155. The MLS listing report shows that RESPONDENT inputted the listing onto
6 the MLS with a buyer's broker commission of \$75.00, on Tuesday, February 16, 2016,
7 more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the
8 Exclusive Right to Sell Contract.

9 156. On or about Wednesday, February 24, 2016, RESPONDENT's husband,
10 Brian Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented
11 an Offer and Acceptance Agreement to sellers in the amount of \$150,000.00.

12 157. The seller accepted the Offer and Acceptance Agreement on Thursday,
13 February 25, 2016, at approximately 3:15 p.m.

14 158. The RESPONDENT failed to make a written disclosure to either the buyer
15 or the seller that they were husband and wife.

16 159. The Offer and Acceptance Agreement contained an Earnest Money Deposit
17 provision which specified that the buyer would issue a \$500.00 earnest money check
18 payable to First American Title Company, to be "held uncashed until acceptance and then
19 deposited within one (1) business day of acceptance with First American Title Company."

20 160. The Offer and Acceptance Agreement also contained a Short Sale Addendum
21 dated Thursday, February 25, 2016, signed by both the buyer and seller, which also
22 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
23 business day of seller's acceptance of offer."

24 161. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
25 American Title is dated Thursday, March 3, 2016, more than one (1) business day after
26 acceptance of the offer.

27 162. The Offer and Acceptance Agreement also contained a term stating that
28 "Seller has agreed, by separate agreement, to pay real estate commissions for services

1 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
2 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
3 relationship."

4 163. On or about February 25, 2016, at approximately 4:03 p.m., RESPONDENT
5 changed the MLS listing to reflect a buyer's broker commission of 3%.

6 164. The final settlement statement shows that RESPONDENT was paid 100% of
7 the commissions from the \$150,000.00 sale, for a total of \$9,000.00.

8 **3525 PARQUE VERDE LANE**

9 165. On or about, Thursday, April 14, 2016, the sellers entered into an Exclusive
10 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
11 located at 3525 Parque Verde Lane, Reno, NV 89502 with a sales price of \$225,000.00.

12 166. The Exclusive Right to Sell Contract set the compensation for the
13 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
14 a cooperating broker or salesperson that procured a suitable buyer.

15 167. The Exclusive Right to Sell Contract included a Short Sale Addendum
16 prepared by the RESPONDENT and signed by the seller on or about April 15, 2016.

17 168. The MLS listing report shows that RESPONDENT inputted the listing onto
18 the MLS with a buyer's broker commission of \$75.00, on April 15, 2016.

19 169. On or about Saturday, April 24, 2016, RESPONDENT's husband, Brian
20 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
21 Offer and Acceptance Agreement to sellers in the amount of \$215,000.00.

22 170. The seller accepted the Offer and Acceptance Agreement on Saturday, April
23 24, 2016, at approximately 4:00 p.m.

24 171. The RESPONDENT failed to make a written disclosure to either the buyer
25 or the seller that they were husband and wife.

26 172. The Offer and Acceptance Agreement contained an Earnest Money Deposit
27 provision which specified that the buyer would issue a \$100.00 earnest money check
28

1 payable to First American Title Company, to be "held uncashed until acceptance and then
2 deposited within one (1) business day of acceptance with First American Title Company."

3 173. The Offer and Acceptance Agreement also contained a Short Sale Addendum
4 dated Saturday, April 24, 2016, signed by both the buyer and seller, which also contained
5 a handwritten term stating that "[e]arnest money to be deposited within (1) business day
6 of seller's acceptance of offer."

7 174. The Receipt for Deposit of the \$100.00 Earnest Money Check from First
8 American Title is dated Tuesday, April 26, 2016, more than one (1) business day after
9 acceptance of the offer.

10 175. The Offer and Acceptance Agreement also contained a term stating that
11 "Seller has agreed, by separate agreement, to pay real estate commissions for services
12 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
13 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
14 relationship."

15 176. On or about Monday, April 25, 2016, at approximately 10:29 a.m.,
16 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

17 177. The final settlement statement shows that RESPONDENT was paid 100% of
18 the commissions from the \$215,000.00 sale, for a total of \$12,900.00.

19 178. The sales price for this home was less than the listing price.

20 **2261 MATTEONI DRIVE (DECEMBER 30, 2016, CLOSING)**

21 179. On or about Wednesday, April 6, 2016, the sellers entered into an Exclusive
22 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
23 located at 2261 Matteoni Drive, Sparks, Nevada 89434 with a sales price of \$160,000.00.

24 180. The Exclusive Right to Sell Contract set the compensation for the
25 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
26 a cooperating broker or salesperson that procured a suitable buyer.

27 181. The Exclusive Right to Sell Contract included a Short Sale Addendum
28 prepared by the RESPONDENT and signed by the seller on or about April 6, 2016.

1 182. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 183. The MLS listing report shows that RESPONDENT inputted the listing onto
6 the MLS with a buyer's broker commission of \$75.00, on Saturday, April 23, 2016, more
7 than 48 hours, excluding Saturdays, Sundays, and holidays[.]"

8 184. On or about Monday, May 2, 2016, RESPONDENT's husband, Brian Nelson,
9 as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
10 Acceptance Agreement to sellers in the amount of \$160,000.00.

11 185. The seller accepted the Offer and Acceptance Agreement on Tuesday, May 3,
12 2016 at approximately 1:50 p.m.

13 186. The RESPONDENT failed to make a written disclosure to either the buyer
14 or the seller that they were husband and wife.

15 187. The Offer and Acceptance Agreement also contained a term stating that
16 "Seller has agreed, by separate agreement, to pay real estate commissions for services
17 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
18 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
19 relationship."

20 188. On or about Tuesday, May 3, 2016, at approximately 10:20 p.m.,
21 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

22 189. The final settlement statement shows that RESPONDENT was paid 100 %
23 of the commissions from the \$160,000.00 sale, for a total of \$9,600.00.

24 **2261 MATTEONI DRIVE (APRIL 28, 2017, CLOSING)**

25 190. On or about Tuesday, February 7, 2017, the seller entered into an Exclusive
26 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
27 located at 2261 Matteoni Drive, Sparks, Nevada 89434 with a sales price of \$249,900.00.
28

191. The Exclusive Right to Sell Contract set the compensation for the RESPONDENT at 5 percent of the selling price, but did not specify any compensation for a cooperating broker or salesperson that procured a suitable buyer.

192. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a member of the Multiple Listing Service [("MLS")] and a member of the local Association of Realtors®, and that this listing will be filed with said service within 48 hours, excluding Saturdays, Sundays, and holidays[.]"

193. The MLS listing report shows that RESPONDENT inputted the listing onto the MLS, on Saturday, April 29, 2017, more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive Right to Sell Contract.

194. On or about Saturday, April 1, 2017, RESPONDENT, as the buyer's broker, presented an Offer and Acceptance Agreement to sellers in the amount of \$260,000.00.

195. The seller accepted the Offer and Acceptance Agreement on Wednesday, April 5, 2017.

196. The Offer and Acceptance Agreement contained an Earnest Money Deposit provision which specified that the buyer would issue a \$500.00 earnest money check payable to First American Title Company, to be "held uncashed until acceptance and then deposited within one (1) business day of acceptance with First American Title Company."

197. The Receipt for Deposit of the \$500.00 Earnest Money Check from First American Title is dated Friday, April 7, 2016, more than one (1) business day after acceptance of the offer.

198. The buyer's Earnest Money Check is dated April 6, 2017.

199. The final settlement statement shows that RESPONDENT was paid 100% of the commission from the \$260,000 sale, for a total of \$13,000.00.

751 TAHOE BOULEVARD #5

200. On or about December 24, 2016, the sellers entered into an Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real property located at 751 Tahoe Boulevard, Unit 5, Incline Village, NV 89451 with a sales price of \$155,000.00.

1 201. The Exclusive Right to Sell Contract set the compensation for the
2 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
3 a cooperating broker or salesperson that procured a suitable buyer.

4 202. The Exclusive Right to Sell Contract included a Short Sale Addendum
5 prepared by the RESPONDENT and signed by the seller on December 24, 2016.

6 203. The MLS listing report shows that RESPONDENT inputted the listing onto
7 the MLS with a buyer's broker commission of \$75.00, on Monday, December 26, 2016.

8 204. On or about Thursday, January 26, 2017, RESPONDENT's husband, Brian
9 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
10 Offer and Acceptance Agreement to sellers in the amount of \$150,000.00.

11 205. The seller accepted the Offer and Acceptance Agreement on Thursday,
12 January 26, 2017, at approximately 2:00 p.m.

13 206. The RESPONDENT failed to make a written disclosure to either the buyer
14 or the seller that they were husband and wife.

15 207. The Offer and Acceptance Agreement contained an Earnest Money Deposit
16 provision which specified that the buyer would issue a \$1,000.00 earnest money check
17 payable to First American Title Company, to be "held uncashed until acceptance and then
18 deposited within one (1) business day of acceptance with First American Title Company."

19 208. The Offer and Acceptance Agreement also contained a Short Sale Addendum
20 dated Thursday, January 26, 2017, signed by both the buyer and seller, which also
21 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
22 business day of seller's acceptance of offer."

23 209. The Receipt for Deposit of the \$1,000.00 Earnest Money Check from First
24 American Title is dated Friday, February 3, 2017, more than one (1) business day after
25 acceptance of the offer.

26 210. The Offer and Acceptance Agreement also contained a term stating that
27 "Seller has agreed, by separate agreement, to pay real estate commissions for services
28 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall

1 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
2 relationship."

3 211. On or about Friday, January 27, 2017, at approximately 10:28 a.m.,
4 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

5 212. The final settlement statement shows that RESPONDENT was paid 100% of
6 the commission from the \$160,000.00 sale, for a total of \$9,600.00.

7 **1920 TRAINER WAY**

8 213. On or about Tuesday, January 17, 2017, the sellers entered into an Exclusive
9 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
10 located at 1920 Trainer Way, Reno, Nevada 89512 with a sales price of \$70,000.00.

11 214. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 215. The Exclusive Right to Sell Contract included a Short Sale Addendum
15 prepared by the RESPONDENT and signed by the seller on Tuesday, January 17, 2017.

16 216. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
17 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
18 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
19 Saturdays, Sundays, and holidays[.]"

20 217. The MLS listing report shows that RESPONDENT inputted the listing onto
21 the MLS with a buyer's broker commission of \$75.00, on Monday, February 13, 2017,
22 more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the
23 Exclusive Right to Sell Contract.

24 218. On or about Tuesday, February 28, 2017, RESPONDENT's husband, Brian
25 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
26 Offer and Acceptance Agreement to sellers in the amount of \$40,000.00.

27 219. The seller accepted the Offer and Acceptance Agreement on Wednesday,
28 March 1, 2017, at approximately 11:00 a.m.

220. The RESPONDENT failed to make a written disclosure to either the buyer or the seller that they were husband and wife.

221. The Offer and Acceptance Agreement contained an Earnest Money Deposit provision which specified that the buyer would issue a \$100.00 earnest money check payable to First American Title Company, to be "held uncashed until acceptance and then deposited within one (1) business day of acceptance with First American Title Company."

222. The Offer and Acceptance Agreement also contained a Short Sale Addendum dated Wednesday, March 1, 2017, signed by both the buyer and seller, which also contained a handwritten term stating that "[e]arnest money to be deposited within (1) business day of seller's acceptance of offer."

223. The Receipt for Deposit of the \$500.00 Earnest Money Check from First American Title is dated Monday, March 6, 2017, more than one (1) business day after acceptance of the offer.

224. The Offer and Acceptance Agreement also contained a term stating that "Seller has agreed, by separate agreement, to pay real estate commissions for services rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency relationship."

225. On or about Wednesday, March 1, 2017, at approximately 11:39 a.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

226. The final settlement statement shows that RESPONDENT was paid 100% of the commission from the \$66,500.00 sale, for a total of \$3,900.00.

227. The sales price for this home was less than the listing price.

1935 TRAINER WAY

228. On or about Tuesday, January 17, 2017, the sellers entered into an Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real property located at 1935 Trainer Way, Reno, Nevada 89512 with a sales price of \$70,000.00.

1 229. The Exclusive Right to Sell Contract set the compensation for the
2 RESPONDENT at \$7,500.00, but did not specify any compensation for a cooperating
3 broker or salesperson that procured a suitable buyer.

4 230. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
5 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
6 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
7 Saturdays, Sundays, and holidays[.]"

8 231. The MLS listing report shows that RESPONDENT inputted the listing onto
9 the MLS with a buyer's broker commission of 0.00, on Wednesday, March 15, 2017, more
10 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
11 Right to Sell Contract.

12 232. On or about Tuesday, February 7, 2017, RESPONDENT as the buyer's
13 broker, presented an Offer and Acceptance Agreement to sellers in the amount of
14 \$70,000.00.

15 233. The seller accepted the Offer and Acceptance Agreement on Thursday,
16 February 9, 2017, at approximately 2:30 p.m.

17 234. The Offer and Acceptance Agreement contained an Earnest Money Deposit
18 provision which specified that the buyer would issue a \$500.00 earnest money check
19 payable to First American Title Company, to be "held uncashed until acceptance and then
20 deposited within one (1) business day of acceptance with First American Title Company."

21 235. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
22 American Title is dated Wednesday, February 15, 2017, more than one (1) business day
23 after acceptance of the offer.

24 236. The final settlement statement shows that RESPONDENT was paid 100% of
25 the commissions from the \$70,000.00 sale, for a total of \$7,500.00.

3525 W. PLUMB LANE

237. On or about Thursday, May 11, 2017, the sellers entered into an Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real property located at 3525 W. Plumb Lane, Reno, Nevada 89509 with a sales price of \$440,000.00.

238. The Exclusive Right to Sell Contract set the compensation for the RESPONDENT at 6 percent of the selling price, but did not specify any compensation for a cooperating broker or salesperson that procured a suitable buyer.

239. The Exclusive Right to Sell Contract included a Short Sale Addendum prepared by the RESPONDENT and signed by the seller on Wednesday, May 11, 2017.

240. The MLS listing report shows that RESPONDENT inputted the listing onto the MLS with a buyer's broker commission of \$75.00, on Friday, May 12, 2017.

241. On or about Sunday, May 21, 2017, RESPONDENT's husband, Brian Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and Acceptance Agreement to sellers in the amount of \$440,000.00.

242. The seller accepted the Offer and Acceptance Agreement on Tuesday, May 21, 2017, at approximately 4:30 p.m.

243. The RESPONDENT failed to make a written disclosure to either the buyer or the seller that they were husband and wife.

244. The Offer and Acceptance Agreement contained an Earnest Money Deposit provision which specified that the buyer would issue a \$1,000.00 earnest money check payable to First American Title Company, to be "held uncashed until acceptance and then deposited within one (1) business day of acceptance with First American Title Company."

245. The Offer and Acceptance Agreement also contained a Short Sale Addendum dated Sunday, May 21, 2017, signed by both the buyer and seller, which also contained a handwritten term stating that "[e]arnest money to be deposited within (1) business day of seller's acceptance of offer."

1 246. The Receipt for Deposit of the \$1,000.00 Earnest Money Check from First
2 American Title is dated Wednesday, May 31, 2017, more than one (1) business day after
3 acceptance of the offer.

4 247. The Offer and Acceptance Agreement also contained a term stating that
5 "Seller has agreed, by separate agreement, to pay real estate commissions for services
6 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall
7 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
8 relationship."

9 248. On or about Monday, May 22, 2017, at approximately 12:09 a.m.,
10 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

11 249. Wells Fargo, the seller's mortgage servicer, sent a letter to seller dated July
12 10, 2017, which was contained in RESPONDENT's listing and sales file, identifying that
13 "the sale must be an "arm's length transaction," which means "the parties to the
14 transaction (buyer, seller, and their respective agents) cannot have a close personal or
15 business relationship."

16 250. The July 10, 2017, Well's Fargo Letter also stated that "[a]ll parties to the
17 transaction must agree to the conditions of the short sale affidavit[;]" however, the
18 RESPONDENT failed to include a copy of the short sale affidavit in her listing and sales
19 file that was provided to the Division.

20 251. The final settlement statement shows that RESPONDENT was paid 100% of
21 the commissions from the \$460,000.00 sale, for a total of \$27,600.00.

22 **935 NEVADA STREET**

23 252. On or about Wednesday, May 31, 2017, the sellers entered into an Exclusive
24 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
25 located at 935 Nevada Street, Reno, Nevada 89503 with a sales price of \$205,000.00.

26 253. The Exclusive Right to Sell Contract set the compensation for the
27 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
28 a cooperating broker or salesperson that procured a suitable buyer.

1 254. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 255. The MLS listing report shows that RESPONDENT inputted the listing onto
6 the MLS with a buyer's broker commission of 0.00 on Wednesday, September 20, 2017,
7 more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the
8 Exclusive Right to Sell Contract.

9 256. On or about Friday, July 7, 2017, RESPONDENT as the buyer's broker,
10 presented an Offer and Acceptance Agreement to sellers in the amount of \$205,000.00.

11 257. The seller accepted the Offer and Acceptance Agreement on Saturday, July
12 8, 2017, at approximately 12:10 p.m.

13 258. The Offer and Acceptance Agreement contained an Earnest Money Deposit
14 provision which specified that the buyer would issue a \$2,000.00 earnest money check
15 payable to First American Title Company, to be "held uncashed until acceptance and then
16 deposited within one (1) business day of acceptance with First American Title Company."

17 259. The Receipt for Deposit of the \$2,000.00 Earnest Money Check from First
18 American Title is dated Tuesday, July 11, 2017, more than one (1) business day after
19 acceptance of the offer.

20 260. The final settlement statement shows that RESPONDENT was paid 100% of
21 the commissions from the \$205,000.00 sale, for a total of \$12,300.00.

22 **945 LOCOMOTIVE WAY**

23 261. On or about Monday, June 5, 2017, the sellers entered into an Exclusive
24 Right to Sell Contract, which engaged RESPONDENT to list and sell real property
25 located at 945 Locomotive Way, Sparks, Nevada 89434 with a sales price of \$235,000.00.

26 262. The Exclusive Right to Sell Contract set the compensation for the
27 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
28 a cooperating broker or salesperson that procured a suitable buyer.

1 263. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
2 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
3 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
4 Saturdays, Sundays, and holidays[.]"

5 264. The MLS listing report shows that RESPONDENT inputted the listing onto
6 the MLS with a buyer's broker commission of 0.00, on Monday, October 23, 2017, more
7 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
8 Right to Sell Contract.

9 265. On or about Friday, July 7, 2017, RESPONDENT, as the buyer's broker,
10 presented an Offer and Acceptance Agreement to sellers in the amount of \$235,000.00.

11 266. The seller accepted the Offer and Acceptance Agreement on Tuesday, July
12 18, 2017 at approximately 12:30 p.m.

13 267. The Offer and Acceptance Agreement contained an Earnest Money Deposit
14 provision which specified that the buyer would issue a \$500.00 earnest money check
15 payable to First American Title Company, to be "held uncashed until acceptance and then
16 deposited within one (1) business day of acceptance with First American Title Company."

17 268. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
18 American Title is dated Thursday, July 27, 2017, more than one (1) business day after
19 acceptance of the offer.

20 269. The Offer and Acceptance Agreement also contained a term stating that
21 "Seller has agreed, by separate agreement, to pay real estate commissions for services
22 rendered, at the close of escrow. As published in the MLS 6% of the accepted price, shall
23 be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
24 relationship."

25 270. The final settlement statement shows that RESPONDENT was paid 100% of
26 the commissions from the \$235,000.00 sale, for a total of \$14,100.00.

1 **7280 GEMSTONE DRIVE**

2 271. On or about Friday, June 9, 2017, the sellers entered into an Exclusive Right
3 to Sell Contract, which engaged RESPONDENT to list and sell real property located at
4 7280 Gemstone Drive, Reno, Nevada 89511, with a sales price of \$240,000.00.

5 272. The Exclusive Right to Sell Contract set the compensation for the
6 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
7 a cooperating broker or salesperson that procured a suitable buyer.

8 273. The Exclusive Right to Sell Contract included a Short Sale Addendum
9 prepared by the RESPONDENT and signed by the seller on Friday, June 9, 2017.

10 274. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
11 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
12 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
13 Saturdays, Sundays, and holidays[.]"

14 275. The MLS listing report shows that RESPONDENT inputted the listing onto
15 the MLS with a buyer's broker commission of \$75.00, on Friday, July 14, 2017, more than
16 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive Right
17 to Sell Contract.

18 276. On or about Monday, July 31, 2017, RESPONDENT's husband, Brian
19 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an
20 Offer and Acceptance Agreement to sellers in the amount of \$225,000.00.

21 277. The seller accepted the Offer and Acceptance Agreement on August 1, 2017,
22 at approximately 12:40 p.m.

23 278. The RESPONDENT failed to make a written disclosure to either the buyer
24 or the seller that they were husband and wife.

25 279. The Offer and Acceptance Agreement contained an Earnest Money Deposit
26 provision which specified that the buyer would issue a \$500.00 earnest money check
27 payable to First American Title Company, to be "held uncashed until acceptance and then
28 deposited within one (1) business day of acceptance with First American Title Company."

281. The First American Title Final Settlement Statement identifies that the \$500.00 Earnest Money Check was deposited on Friday, October 6, 2017, more than one (1) business day after acceptance of the offer.

282. The Offer and Acceptance Agreement also contained a term stating that "Seller has agreed, by separate agreement, to pay real estate commissions for services rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency relationship."

283. On or about August 2, 2017, at approximately 10:39 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

284. On or about August 19, 2017, at approximately 7:51 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of \$75.00.

285. On or about August 28, 2017, at approximately 1:41 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

286. The final settlement statement shows that RESPONDENT was paid 100% of the \$225,000.00 sale, for a total of \$13,500.00.

287. The sales price for this home was less than the listing price.

VIOLATIONS

RESPONDENT has committed the following violations of law:

1. RESPONDENT violated NRS 645.633(1)(h) and/or NAC 645.605(6), on each of the 21 listings, by not dealing fairly with the sellers for the properties in question by obstructing the fair market and limiting prospective buyers by offering an undesirable commission, or no commission, to the buyer's broker; thereby, not representing the sellers of the property with absolute fidelity.

2. RESPONDENT violated NRS 645.252 and/or NRS 645.630(1)(k) on 18 occasions, including the listings for 296 E. Quail St; 14070 Tourmaline Dr.; 2080 Blossom View Dr.; 112 Michaelson Dr.; 7615 Rolling Clouds Dr.; 439 L St.; 987 West Canary Circle; 6940 Flower St.; 11560 Tulepo St.; 3252 Parque Verde Lane; 2261 Matteoni Drive (4/28 Closing); 751 Tahoe Blvd., #5; 1920 Trainer Way; 1935 Trainer Way; 3525 W. Plumb Lane; 935 Nevada St.; 945 Locomotive Way; and 7280 Gemstone Drive, by failing to exercise reasonable skill and care to ensure that the buyer's earnest money was timely deposited within one (1) business day of the seller's acceptance, in accordance with the provisions of the Offer and Acceptance Agreement and, where applicable the Short Sale Addendum.

3. RESPONDENT violated NRS 645.633(1)(i) and/or NAC 645.605(1), on 15 separate occasions including the listings for 296 E. Quail St; 14070 Tourmaline Dr.; 2290 Lindley Way; 7615 Halifax Dr.; 112 Michaelson Dr.; 439 L St.; 987 West Canary Circle; 6940 Flower St.; 11560 Tulepo St.; 2261 Matteoni Drive (12/30 & 4/28 Closings); 1920 Trainer Way; 1935 Trainer Way; 935 Nevada St.; 945 Locomotive Way; and 7280 Gemstone Drive, by delaying the placement of the property on the MLS past the 48 hour period specified in the Exclusive Right to Sell Agreement.

4. RESPONDENT violated NRS 645.252(1)(a) and/or NAC 645.605(4)(b) on 13 occasions, including the listings for 14070 Tourmaline Dr.; 2080 Blossom View Dr.; 2290 Lindley Way; 7615 Halifax Dr.; 7615 Rolling Clouds Dr.; 439 L St.; 11560 Tulepo St.; 3252 Parque Verde Lane; 2261 Matteoni Drive (12/30 Closing); 751 Tahoe Blvd., #5; 1920 Trainer Way; 3525 W. Plumb Lane; and 7280 Gemstone Drive, by failing to disclose, in writing, the material and relevant fact of Respondent's relationship with her husband, acting as the buyer's agent.

5. RESPONDENT violated NRS 645.630(1)(f) and/or NRS 645.252(2) on 3 occasions, including the listings for 296 E. Quail St; 14070 Tourmaline Dr.; 2080 Blossom View Dr., by failing to exercise reasonable skill and care to ensure that they buyer's earnest money check, which named RESPONDENT's Brokerage as the payee, was

1 accounted for within a reasonable time and remitted to the identified title and escrow
2 company.

3 6. RESPONDENT violated NRS 645.254(4) on at 3 occasions, including the
4 listings for 296 E. Quail St.; 14070 Tourmaline Drive; and 2080 Blossom View Dr., by
5 failing to have her clients waive the duty of the licensee to present all offers on the
6 Division's waiver form, as RESPONDENT set forth in the Exclusive Right to Sell
7 Agreements.

8 7. RESPONDENT also violated NRS 645.254(4) on 4 occasions, including the
9 listings for 6940 Flower St.; 1935 Trainer Way; 935 Nevada St.; and 945 Locomotive Way;
10 by failing to have her clients waive the duty of the licensee to present all offers on the
11 Division's waiver form, as RESPONDENT did not put these listing on the MLS until an
12 offer submitted through her Great Western Real Estate had already been accepted.

13 DISCIPLINE AUTHORIZED

14 8. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to
15 impose an administrative fine of up to \$10,000 per violation against RESPONDENT and
16 further to suspend, revoke or place conditions on the license of RESPONDENT.

17 9. Pursuant to NRS 645.314, the Division is authorized to request its
18 investigative costs where the investigation was undertaken for disciplinary purposes.

19 10. Additionally, under NRS 622.400, the Commission is authorized to impose
20 costs of the proceeding upon RESPONDENT, including investigative costs and attorney's
21 fees, if the Commission otherwise imposes discipline on RESPONDENT.

22 11. Therefore, the Division requests that the Commission take such disciplinary
23 action as it deems appropriate under the circumstances.

24 NOTICE OF HEARING

25 PLEASE TAKE NOTICE that a disciplinary hearing has been set to consider the
26 Administrative Complaint against the above-named Respondent in accordance with
27 Chapters 233B and 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada
28 Administrative Code.

1 **THE HEARING WILL TAKE PLACE** on June 12, 2018 commencing at 9:00
2 a.m., or as soon thereafter as the Commission is able to hear the matter, and
3 each day thereafter commencing at 9:00 a.m. through June 14, 2018, or earlier if
4 the business of the Commission is concluded. The Commission meeting will be
5 held on June 12, 2018, at the Nevada Division of Insurance, 1818 East College
6 Parkway, Suite 103, Carson City, Nevada 89706. The meeting will continue on
7 June 13, 2018 at the Nevada Division of Insurance, 1818 East College Parkway,
8 Suite 103, Carson City, Nevada 89706., commencing at 9:00 a.m., and on June 14,
9 2018, should business not be concluded, starting at 9:00 a.m. at the Nevada
10 Division of Insurance, 1818 East College Parkway, Suite 103, Carson City,
11 Nevada 89706.

12 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled
13 at the same time as part of a regular meeting of the Commission that is
14 expected to last from June 12 through June 14, 2018, or earlier if the business of
15 the Commission is concluded. Thus, your hearing may be continued until later
16 in the day or from day to day. It is your responsibility to be present when your
17 case is called. If you are not present when your hearing is called, a default may
18 be entered against you and the Commission may decide the case as if all
19 allegations in the complaint were true. If you have any questions please call
20 Rebecca Hardin, Commission Coordinator (702) 486-4074.

21 **YOUR RIGHTS AT THE HEARING:** except as mentioned below, the hearing is an
22 open meeting under Nevada's open meeting law, and may be attended by the public.
23 After the evidence and arguments, the commission may conduct a closed meeting to
24 discuss your alleged misconduct or professional competence. A verbatim record will be
25 made by a certified court reporter. You are entitled to a copy of the transcript of the open
26 and closed portions of the meeting, although you must pay for the transcription.

27 As the Respondent, you are specifically informed that you have the right to appear
28 and be heard in your defense, either personally or through your counsel of choice. At the
hearing, the Division has the burden of proving the allegations in the complaint and will

1 call witnesses and present evidence against you. You have the right to respond and to
2 present relevant evidence and argument on all issues involved. You have the right to call
3 and examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any
4 matter relevant to the issues involved.

5 You have the right to request that the Commission issue subpoenas to compel
6 witnesses to testify and/or evidence to be offered on your behalf. In making the request,
7 you may be required to demonstrate the relevance of the witness' testimony and/or
8 evidence. Other important rights you have are listed in NRS 645.680 through 645.990,
9 NRS Chapter 233B, and NAC 645.810 through 645.920.

10 The purpose of the hearing is to determine if the Respondent has violated NRS 645
11 and/or NAC 645 and if the allegations contained herein are substantially proven
12 by the evidence presented and to further determine what administrative penalty, if any,
13 is to be assessed against the Respondent..


14 DATED this 4 day of May, 2018.

15 State of Nevada
16 Department of Business and Industry
17 Real Estate Division

18 By: 
19 SHARATH CHANDRA, Administrator
20 3300 W. Sahara Avenue
21 Las Vegas, Nevada 89102

22 DATED this 3rd day of May, 2018.

23 ADAM PAUL LAXALT
24 Attorney General

25 By: 
26 PETER K. KEEGAN
27 Deputy Attorney General
28 100 North Carson Street
Carson City, Nevada 89701
(775) 684-1153
Attorneys for Real Estate Division