

1                   **BEFORE THE COMMISSION OF APPRAISERS OF REAL ESTATE**  
2   **STATE OF NEVADA**

3 SHARATH CHANDRA, Administrator,  
4 REAL ESTATE DIVISION,  
5 DEPARTMENT OF BUSINESS AND  
6 INDUSTRY,  
7 STATE OF NEVADA,

8   Petitioner,

9 vs.

10 DAVID ALAN PERKINS,  
11 (License No. A.0206151-CR),

12   Respondent.

Case No. 2024-1021

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

13                   This Stipulation and Order for Settlement of Disciplinary Action (the “Stipulation”)  
14 is entered into by and between the State of Nevada, Department of Business and  
15 Industry, Real Estate Division (“the Division”), through its Administrator Sharath  
16 Chandra (“Petitioner”), by and through their attorney of record, Phil W. Su, Senior  
17 Deputy Attorney General, and Respondent David Alan Perkins, (“RESPONDENT”),  
18 representing himself.

19                   The Respondent is a Certified Residential Appraiser licensed by the Division,  
20 License No. A.0206151-CR), and therefore is subject to the Jurisdiction of the Division  
21 and the provisions of NRS and NAC Chapter 645C. By availing himself of the benefits  
22 and protections of the laws of the State of Nevada, the Respondent has submitted to the  
23 jurisdiction of the Division.

24   **SUMMARY OF FACTUAL ALLEGATIONS AS SET FORTH**  
25   **IN THE COMPLAINT (CASE 2024-1021)**

26                   The Complaint filed by the Division alleges the following Factual Allegations  
27 against RESPONDENT:  
28



1 **PROPOSED SETTLEMENT AGREEMENT**

2 By entering into this Stipulation, the RESPONDENT does not admit the above  
3 factual allegations and alleged violations of law as set forth in the Complaint for Case  
4 2024-1021, but nevertheless agrees to waive his right to contest the above-alleged facts  
5 and legal violations if this Stipulation is approved by the Commission. Accordingly, in an  
6 effort to avoid the time and expense of litigating these legal and factual issues before the  
7 Commission, as well as any possible further legal appeals from any such decision, and the  
8 parties desire to compromise and settle the instant controversy upon the following terms  
9 and conditions:

10 1. RESPONDENT’S Nevada Residential Appraisal License (“No. A.0206151-  
11 CR”), is hereby revoked (hereinafter, “the Nevada Reciprocal Stayed Revocation”), in  
12 reciprocal fashion to the stayed revocation imposed upon his California Real Estate  
13 Appraisers License (No. 031262), pursuant to the terms of the July 3, 2023, BRE  
14 Disciplinary Order. However, the Nevada Reciprocal Stayed Revocation shall be stayed  
15 until the first of either of the following events occur:

- 16 a. the stayed revocation of RESPONDENT’S California Real Estate  
17 Appraisers License No. 031262 is lifted due to his full compliance with  
18 the terms of the July 3, 2023, BRE Disciplinary Order, and  
19 RESPONDENT thereafter provides written proof and notice of the lifted  
20 stay for License No. 031262 to the Division; or  
21 b. for a period of two (2) years from the effective date of order approving this  
22 settlement stipulation.

23 2. If RESPONDENT fails to comply with the terms and conditions of this  
24 settlement stipulation, as set forth below, the Commission may revoke RESPONDENT’S  
25 Nevada Residential Appraisal License (No. A.0206151-CR).

26 3. RESPONDENT shall not supervise any interns in the practice of real estate  
27 appraisal in Nevada until the Nevada Reciprocal Stayed Revocation has been lifted.

28 4. RESPONDENT agrees to pay the Division a total amount of ONE

1 THOUSAND SIX HUNDRED SIXTEEN DOLLARS and 32/100 cents (\$1,616.32)  
2 (“Amount Due”), consisting of zero administrative fines imposed by the Division and the  
3 Division’s pre-hearing attorney’s fees in the amount of ONE THOUSAND TWO  
4 HUNDRED FIFTY SIX DOLLARS and 32/100 cents (\$1,256.32), and investigative costs  
5 incurred in the total amount of THREE HUNDRED SIXTY DOLLARS AND NO CENTS  
6 (\$360.00).

7 a. The Amount Due shall be payable to the Division within thirty (30) days  
8 of the effective date of the order approving this settlement stipulation.

9 b. No grace period is permitted. If the payment is not actually received by  
10 the Division on or before its due date, it shall be construed as an event of  
11 default by the RESPONDENT.

12 5. RESPONDENT and the Division agree that once this Agreement is approved  
13 and fully performed, the Division will close its file in this matter and the Division agrees  
14 not to pursue any other or greater remedies or fines in connection with RESPONDENT’S  
15 alleged conduct referenced herein. The Division further agrees that unless  
16 RESPONDENT fails to make timely payment, the Division will not bring any claim or  
17 cause directly or indirectly based upon any of the facts, circumstances, or allegations  
18 discovered during the Division’s investigation and prosecution of this case.

19 6. RESPONDENT agrees and understands that by entering into this  
20 Stipulation, RESPONDENT is waiving his right to a hearing in each matter at which  
21 RESPONDENT may present evidence in his defense, his right to a written decision on the  
22 merits of the complaint, his rights to reconsideration and/or rehearing, appeal and/or  
23 judicial review, and all other rights which may be accorded by the Nevada Administrative  
24 Procedure Act, the Nevada Real Estate Appraisers statutes and accompanying  
25 regulations, and the federal and state Constitutions.

26 7. RESPONDENT understands that this Agreement and other documentation  
27 may be subject to public records laws. The Commission members who review this matter  
28 for approval of this Stipulation may be the same members who ultimately hear, consider,

1 and decide the Complaints if this Stipulation is either not approved by the Commission or  
2 is not timely performed by RESPONDENT.

3 8. RESPONDENT fully understands that he has the right to be represented by  
4 legal counsel in these matters at his own expense.

5 9. Each party shall bear their own attorney's fees and costs, except as provided  
6 above.

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

13 11. Withdrawal of Stipulation. If the Commission rejects this Stipulation or  
14 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw  
15 from this Stipulation, and the Division may pursue its Complaint before the Commission.  
16 This Stipulation then shall become null and void and unenforceable in any manner  
17 against either party.

18 12. Release. In consideration of the execution of this Stipulation,  
19 RESPONDENT for himself, his heirs, executors, administrators, successors, and assigns,  
20 hereby releases, remises, and forever discharges the State of Nevada, the Department of  
21 Business and Industry, and the Division, and each of their respective members, agents,  
22 employees, and counsel in their individual and representative capacities, from any and all  
23 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  
25 had, now has, may have, or claim to have against any or all of the persons or entities  
26 named in this section, arising out of or by reason of the Division's investigations, these  
27 disciplinary actions, and all other matters relating thereto.

28 13. Indemnification. RESPONDENT hereby agrees to indemnify and hold

1 harmless the State of Nevada, the Department of Business and Industry, Petitioner, the  
2 Division, and each of their respective members, agents, employees, and counsel, in their  
3 individual and representative capacities, against any and all claims, suits, and actions  
4 brought against said persons and/or entities by reason of the Division's investigations,  
5 these disciplinary actions, and all other matters relating thereto, and against any and all  
6 expenses, damages, and costs, including court costs and attorney fees, which may be  
7 sustained by the persons and/or entities named in this section as a result of said claims,  
8 suits, and actions.

9 14. Default. In the event of default under this Stipulation, RESPONDENT  
10 agrees that his license shall be immediately suspended, and the unpaid balance of the  
11 administrative fine and costs, together with any attorneys' fees and costs that may have  
12 been assessed, shall be due in full to the Division within ten calendar days of the date of  
13 default. Debt collection actions for unpaid monetary assessments in this case may be  
14 instituted by the Division or its assignee.

15 15. RESPONDENT has signed and dated this Stipulation only after reading and  
16 understanding all terms herein.

17 IT IS SO STIPULATED.

18  
19 Dated: January, \_\_, 2025.

20 NEVADA REAL ESTATE DIVISION  
21 Dept. of Business and Industry, State of Nevada

22 By: \_\_\_\_\_  
23 SHARATH CHANDRA, Administrator  
24 3300 West Sahara Avenue, Suite 350  
25 Las Vegas, Nevada 89102

26 Dated: January, \_\_, 2025.

27 By: \_\_\_\_\_  
28 DAVID ALAN PERKINS  
Respondent, License No. A.0206151-CR



named in this section as a result of said claims, suits, and actions.

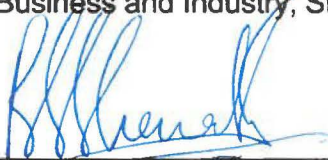
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15. RESPONDENT has signed and dated this Stipulation only after reading and understanding all terms herein.


IT IS SO STIPULATED.

Dated: January, 16, 2025.

NEVADA REAL ESTATE DIVISION  
Dept. of Business and Industry, State of Nevada

By:   
SHARATH CHANDRA, Administrator  
3300 West Sahara Avenue, Suite 350  
Las Vegas, Nevada 89102

Dated: January, 16, 2025. By:

  
DAVID ALAN PERKINS  
Respondent, License No. A.0206151-CR

Approved as to form:

AARON D. FORD  
Attorney General

By: /s/ Phil W. Su  
PHIL W. SU (Bar No. 10450)  
Senior Deputy Attorney General  
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