## BEFORE THE COMMISSION OF APPRAISERS OF REAL ESTATE STATE OF NEVADA

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

Case No. 2024-975

STIPULATION AND ORDER FOR

Petitioner,

VS.

SETTLEMENT OF DISCIPLINARY ACTION

GARY G. YOUNG, (License No. A.0207799-CG),

Respondent.

12 13

14

15

16

1

2

3

4

5

6

7

8

9

10

11

This Stipulation and Order for Settlement of Disciplinary Action (the "Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("the Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Phil W. Su, Senior Deputy Attorney General, and Respondent Gary G. Young, ("RESPONDENT"),

1718

The Respondent is a Certified General Appraiser licensed by the Division, License

19 20

No. A.0207799-CG), and therefore is subject to the Jurisdiction of the Division and the provisions of NRS and NAC Chapter 645C. By availing himself of the benefits and

22

21

protections of the laws of the State of Nevada, the Respondent has submitted to the

2324

jurisdiction of the Division.

SUMMARY OF FACTUAL ALLEGATIONS AS SET FORTH

25

IN THE COMPLAINT (CASE 2024-975)

2627

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

- 1. On September 24, 2024, the Nevada Real Estate Division ("Division" or "NRED") received a self-reported copy of a September 23, 2024, stipulated disciplinary agreement from RESPONDENT GARY G. YOUNG between RESPONDENT and the Bureau of Real Estate Appraisers of California. ("BREA Disciplinary Order") [NRED 0001-0016].
  - 2. The BREA Disciplinary Order states "IT IS HEREBY ORDERED that Respondent's Real Estate Appraisers License No. 033542 is revoked. However, the revocation of Respondent's License shall be stayed, and Respondent's License shall be publicly reproved. Respondent's License shall be restricted and monitored on probation for two (2) years from the effective date of the Decision and Order on the terms and conditions described below. If Respondent fails to comply with the terms and conditions of probation, as set forth below, the Bureau may revoke Respondent's License." [NRED 0009-0013.]
  - 3. The BREA Disciplinary Order further ordered, under the section entitled "Restricted License Supervision," that "Respondent shall not supervise any individual in the practice of real estate appraisal for the entire term of probation from the effective date of the Decision and Order." [NRED 0009].
  - 4. On or about December 4, 2024, the Division's investigator, James Silva, recommended this matter be forwarded to the Commission for consideration of reciprocal discipline. [NRED 0017-0019].

## SUMMARY OF VIOLATIONS OF LAW AS ALLEGED IN THE COMPLAINT (CASE 2024-975)

The Complaint filed by the Division alleges that RESPONDENT committed the following violation of law:

1. RESPONDENT violated NRS 645C.460(1)(e) when he stipulated to subject himself to revocation (subsequently stayed) in another jurisdiction, the State of California, pursuant to the September 23, 2024, BREA Disciplinary Order.

## 

## PROPOSED SETTLEMENT AGREEMENT

By entering into this Stipulation, the RESPONDENT does not admit the above factual allegations and alleged violations of law as set forth in the Complaint for Case 2024-975, but nevertheless agrees to waive his right to contest the above-alleged facts and legal violations if this Stipulation is approved by the Commission. Accordingly, in an effort to avoid the time and expense of litigating these legal and factual issues before the Commission, as well as any possible further legal appeals from any such decision, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

- 1. RESPONDENT'S Nevada Residential Appraisal License ("No. A.0207799-CG"), is hereby revoked (hereinafter, "the Nevada Reciprocal Stayed Revocation"), in reciprocal fashion to the stayed revocation imposed upon his California Real Estate Appraisers License (No. 033542), pursuant to the terms of the September 23, 2024, BREA Disciplinary Order. However, the Nevada Reciprocal Stayed Revocation shall be stayed until the first of either of the following events occur:
  - a. the stayed revocation of RESPONDENT'S California Real Estate Appraisers License No. 033542 is lifted due to his full compliance with the terms of the September 23, 2024, BREA Disciplinary Order, and RESPONDENT thereafter provides written proof and notice of the lifted stay for License No. 033542 to the Division; or
  - b. for a period of two (2) years from the effective date of order approving this settlement stipulation.
- 2. If RESPONDENT fails to comply with the terms and conditions of this settlement stipulation, as set forth below, the Commission may revoke RESPONDENT'S Nevada Residential Appraisal License (No. A.0207799-CG).
- 3. RESPONDENT shall not supervise any interns in the practice of real estate appraisal in Nevada until the Nevada Reciprocal Stayed Revocation has been lifted.
  - 4. RESPONDENT agrees to pay the Division a total amount of ONE

- THOUSAND SIX HUNDRED SIXTEEN DOLLARS and 32/100 cents (\$1,616.32) ("Amount Due"), consisting of zero administrative fines imposed by the Division and the Division's pre-hearing attorney's fees in the amount of ONE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS and 32/100 cents (\$1,256.32), and investigative costs incurred in the total amount of THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$360.00).
  - a. The Amount Due shall be payable to the Division in three (3) monthly installments of FIVE HUNDRED THIRTY-EIGHT DOLLARS AND 77/100 CENTS (\$538.77) per month, with first payment due within thirty (30) days of the effective date of the order approving this settlement stipulation. Prepayment of any amounts due may be made without penalty.
  - b. No grace period is permitted. If any monthly installment payment is not actually received by the Division on or before its scheduled due date, that shall be construed as an event of default by the RESPONDENT.
- and fully performed, the Division will close its file in this matter and the Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's investigation and prosecution of this case.
- 6. RESPONDENT agrees and understands that by entering into this Stipulation, RESPONDENT is waiving his right to a hearing in each matter at which RESPONDENT may present evidence in his defense, his right to a written decision on the merits of the complaint, his rights to 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 Appraisers statutes and accompanying

regulations, and the federal and state Constitutions.

- 7. RESPONDENT understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaints if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT.
- 8. RESPONDENT fully understands that he has the right to be represented by legal counsel in these matters at his own expense.
- 9. Each party shall bear their own attorney's fees and costs, except as provided above.
- 10. Approval of Stipulation. Once executed, this Stipulation will be filed with the Commission and will be placed on the agenda for approval at its next public meeting. The Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by RESPONDENT before any amendment is effective.
- 11. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and the Division may pursue its Complaint before the Commission. This Stipulation then shall become null and void and unenforceable in any manner against either party.
- 12. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself, his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of their respective members, agents, employees, and counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever

had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigations, these disciplinary actions, and all other matters relating thereto.

- Indemnification. RESPONDENT hereby agrees to indemnify and hold 13. harmless the State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigations, these disciplinary actions, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the persons and/or entities named in this section as a result of said claims, suits, and actions.
- Default. In the event of default under this Stipulation, RESPONDENT 14. agrees that his license shall be immediately suspended, and the unpaid balance of the administrative fine and costs, together with any attorneys' fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee.
- RESPONDENT has signed and dated this Stipulation only after reading and 15. understanding all terms herein.

IT IS SO STIPULATED.

Dated: January, 16, 2025.

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

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

1	<del>\</del>
2	Dated: January, 16, 2025. By:
3	GARY G. YOUNG
4	Respondent, License No. A.0207799-CG
5	Approved as to form:
6	AARON D. FORD
7	Attorney General
8	By:/s/ Phil W. Su
9	PHIL W. SU (Bar No. 10450)
10	Senior Deputy Attorney General 1 State of Nevada Way, Ste. 100
11	Las Vegas, Nevada 89119 (702) 486-3655
12	Attorneys for Real Estate Division
13	ORDER
14	Case No. 2024-975
1.5	IT IS ORDERED that the foregoing Stipulation for Settlement of Disciplinary
16	Action, submitted by Petitioner and Respondent, is approved in full.
17	Dated: this day of, 2025.
18	COMMISSION OF APPRAISERS OF REAL ESTATE
19	COMMISSION OF AFTIMISERS OF REAL ESTATE
20	By:
21	President, Commission of Appraisers of Real Estate
22	Submitted by:
23	AARON D. FORD
24	Attorney General
25	By: /s/ Phil W. Su
26	PHIL W. SU (Bar No. 10450) Senior Deputy Attorney General
27	1 State of Nevada Way, Ste. 100 Las Vegas, Nevada 89119
28	(702) 486-3655