

1 **BEFORE THE COMMISSION FOR COMMON-INTEREST**
2 **COMMUNITIES AND CONDOMINIUM HOTELS**

3 **STATE OF NEVADA**

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

8 **Petitioner,**

9 vs.

10 JOHN BIELUN,

11 **Respondent.**

Case No. 2023-622 and 2023-670

FILED

MAR 14 2025

NEVADA COMMISSION FOR
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS

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

13 This Stipulation for Settlement of Disciplinary Action (“Stipulation”) is entered into
14 by and between the State of Nevada, Department of Business and Industry, Real Estate
15 Division (“Division”), through its Administrator Sharath Chandra (“Petitioner”), by and
16 through their attorney of record, Phil W. Su, and RESPONDENT JOHN BIELUN
17 (“Respondent”) and by and through his attorneys of record, Quoc Thai of Dobberstein Law
18 Group.

19 **JURISDICTION AND NOTICE**

20 During all relevant times, RESPONDENT was an executive board member/director
21 of a common-interest community located in Henderson, Nevada, Resort Villa Owners
22 Association (the “Association”), and is, therefore, subject to the provisions of Chapter 116
23 of each the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”)
24 (hereinafter collectively referred to as “NRS 116”) and are subject to the jurisdiction of the
25 Division, and the Commission for Common-Interest Communities and Condominium
26 Hotels pursuant to the provisions of NRS 116.750.

1 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

2 1. On August 11, 2023, the Division received an Intervention Affidavit (“IA”)
3 (hereinafter “Case 2023-662”) from Complainant Norman Rosensteel alleging that
4 **RESPONDENT** shared confidential executive session information with non-board
5 members and that **RESPONDENT** attempted to interfere with the sale of his home by
6 sharing correspondence containing that confidential information with realtor Claudia
7 Marion of Keller Williams. CICCH001-020.

8 2. The Case 2023-662 IA involved a unit owner, Mike Doyle, making a fictitious
9 sexual harassment allegation against Complainant Rosensteel during the April 26, 2023,
10 board of directors meeting. CICCH005-006.

11 3. The Board subsequently held an executive session, which **RESPONDENT**
12 attended. CICCH005-006.

13 4. Doyle subsequently discussed details with the executive board members that
14 could only have been obtained from those who attended the executive session. CICCH005-
15 006; 044.

16 5. Complainant Rosensteel believed that **RESPONDENT**, alone, was responsible
17 for the disclosure of confidential information from the executive session, based on
18 **RESPONDENT’S** “long history of attempted intimidation against others in the
19 community,” which drove some past members of the board to resign due to
20 **RESPONDENT’S** actions. CICCH005-006.

21 6. On August 11, 2023, the Division received a second, related Intervention
22 Affidavit (hereinafter “Case 2023-670”) from Complainant James D. McCoy, who at the
23 time was president of the Association’s executive board. CICCH022-043.

24 7. McCoy requested that **RESPONDENT** be disciplined for disclosing
25 confidential information related to another owner, and that “the disclosure led to the
26 publication of allegedly defamatory statements and interfered with the former
27 director/owner’s ability to sell his residence.” CICCH021-022.

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1 8. Included with the Case 2023-670 IA were a copy of a June 8, 2023, cease and
2 desist letter sent from Association's counsel, John Leach, demanding RESPONDENT cease
3 taking Board action without Board authority; cease disclosing confidential information
4 related to another owner; and cease engaging in bullying behavior and creating a hostile
5 environment within the Association. CICCH023-028.

6 9. On June 14, 2023, RESPONDENT responded to Leach's cease and desist
7 letter denying allegations. CICCH029-030.

8 10. On November 17, 2023, Attorney Leach sent another cease and desist letter
9 to RESPONDENT, based on its receipt of documentation that RESPONDENT posted the
10 Association's unredacted legal invoices from Attorney Leach on a website controlled by
11 RESPONDENT. CICCH0061-063.

12 11. On February 21, 2024, CAM Joseph Ventura provided Investigator Pitch with
13 copies of screenshots from a webpage/forum named "It Takes a Village," upon which were
14 posted unredacted billing invoices from Attorney Leach's firm to the Association's board in
15 late 2023. CICCH045-060; 114.

16 12. CAM Ventura noted that RESPONDENT'S email address,
17 reggyrifle@yahoo.com, was found on one of the open tabs in one of the images, strongly
18 suggesting that RESPONDENT supplied the unredacted billing invoices. CICCH045-060;
19 058.

20 13. On October 12, 2023, Investigator Pitch sent an open investigation letter and
21 request for information ("RFI") for Case 2023-670, directed to the RESPONDENT,
22 regarding the allegations in that IA. CICCH102-104.

23 14. On October 17, 2023, RESPONDENT sent a reply letter denying the
24 allegation and any involvement in Doyle's dissemination of the false allegations against
25 Complainant Rosensteel and attaching exhibits in support of his denials. CICCH105-111.

26 15. On December 8, 2023, Division Investigator Christina Pitch sent an open
27 investigation and RFI for Case 2023-662, addressed to the Association's executive board,
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1 asking for responses to allegations that RESPONDENT disclosed confidential information
2 related to another unit owner. CICCH064-065.

3 16. On December 10, 2023, RESPONDENT responded to Investigator Pitch's RFI
4 for Case 2023-662 with a response letter substantially similar to the one he sent for Case
5 2023-670. CICCH066.

6 17. On January 3, 2024, board president McCoy responded to Investigator Pitch
7 affirming the underlying facts concerning Complainant Rosensteel's IA for Case 2023-662,
8 including dissemination of the details of the May 2023 executive session to Mr. Doyle.
9 CICCH067-068.

10 18. Board president McCoy also requested the Division take action to remove
11 RESPONDENT from the Association board due to his "lack of trust and integrity" and
12 misuse of executive privilege to access and unlawfully distribute homeowners' confidential
13 information. CICCH068-069.

14 19. On January 10, 2024, board member Richard Burgess provided a further
15 narrative regarding four occasions where he alleged RESPONDENT shared confidential
16 board communications with non-board members, and attached documents supporting those
17 allegations. CICCH070-099.

18 20. On January 17, 2024, Investigator Pitch sent a second RFI for Case 2023-662,
19 addressed to President McCoy, regarding other board members who might have a conflict
20 of interest with the allegations against RESPONDENT. CICCH100-101.

21 21. On April 3, 2024, Investigator Pitch sent a second RFI for Case 2023-670
22 addressed to the Association's executive board, with cc: to RESPONDENT, requesting
23 response to the additional allegation raised by Attorney Leach, that RESPONDENT
24 accessed the restricted director portal, downloaded confidential, unredacted legal invoices,
25 and shared those documents with non-board members. CICCH112-113.

26 22. On April 12, 2024, board president Kate Rogers sent Investigator Pitch a
27 letter regarding Case 2023-662, opining that the "It Takes a Village" website is not a public
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1 website, but a private forum for Resort Villas owners only, and noting that she observed
2 other board members verbally attacking RESPONDENT in two prior board meetings with
3 other owners present. CICCH114.

4 23. On April 23, 2024, Investigator Pitch sent a third RFI regarding case 2023-
5 670, reiterating her prior request for response regarding posting of the Association's
6 unredacted legal invoices, CICCH115-117.

7 24. On May 2, 2024, RESPONDENT sent Investigator Pitch an email denying the
8 allegations in case 2023-670 and requesting proof. CICCH118.

9 25. On May 24, 2024, the Division sent, via Certified Mail, NRS 233B letters
10 notifying the RESPONDENT that it would pursue disciplinary action against him in a
11 hearing before the Commission for potential violations of NRS 116 for both Cases 2023-662
12 and 2023-670. CICCH119-122.

13 VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

14 1. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
15 116.405(4) by failing to exercise ordinary and reasonable care when he acted outside the
16 scope of his authority granted in the governing documents when he provided confidential
17 details related to another unit owner, concerning unfounded allegations of a sexual
18 harassment lawsuit against former director and Complainant Rosensteel, to a non-board
19 member, Michael Doyle.

20 2. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
21 116.405(4) by failing to exercise ordinary and reasonable care when he acted outside the
22 scope of his authority granted in the governing documents when he provided confidential
23 details related to another unit owner, concerning unfounded allegations of a sexual
24 harassment lawsuit against former director and Complainant Rosensteel, to a non-board
25 member, realtor Claudia Marion.

26 3. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
27 116.405(1) by failing to exercise ordinary and reasonable care when he acted outside the
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1 scope of his authority granted in the governing documents by providing details regarding
2 the May 2023 executive session to non-board member Michael Doyle.

3 4. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
4 116.405(1) by failing to exercise ordinary and reasonable care when he acted outside the
5 scope of his authority granted in the governing documents by providing the association's
6 unredacted legal invoices from Attorney John Leach's firm to be posted on the "It Takes a
7 Village" website, where it would be seen by non-board members

8 PROPOSED SETTLEMENT AGREEMENT

9 In an effort to avoid the time and expense of litigating these issues before the
10 Commission, the RESPONDENT does not admit, but also agrees to waive his right to
11 contest, the above factual allegations and violations of law, as alleged in the Complaint.
12 The parties desire to compromise and settle the instant controversy upon the following
13 terms and conditions:

14 1. The RESPONDENT agrees to pay the Division a total amount of FOUR
15 THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS and 47/100 cents (\$4,983.47)
16 ("Amount Due"), consisting of zero administrative fines imposed by the Division, and the
17 Division's pre-hearing costs and fees and pre-hearing attorney's fees in the amount of
18 \$4,983.47.

19 a. The Amount Due shall be payable to the Division in thirty-six monthly
20 (36) installment payments of \$138.43, with first payment due within thirty
21 (30) days after the date of the order approving this settlement. Prepayments
22 may be made without penalty.

23 b. No grace period is permitted. If any installment payment is not actually
24 received by the Division on or before its due date, it shall be construed as an
25 event of default by the RESPONDENT.
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1 2. RESPONDENT has voluntarily resigned from his executive board member
2 position with Resort Villas Owners Association, which the Division has verified through a
3 search of its own records.

4 3. RESPONDENT further agrees that he will be barred from seeking election
5 for, or appointment to, any NRS 116 executive board for a period of five (5) years from the
6 effective date of this Order, and that if, after the completion of that period, he wishes to
7 seek an executive board member position, he will first seek leave from this Commission.

8 4. RESPONDENT and the Division agree that by entering into this Stipulation,
9 the Division does not concede any defense or mitigation that the RESPONDENT may have
10 otherwise asserted and that once this Stipulation is approved and fully performed, the
11 Division will close its file in this matter.

12 5. RESPONDENT agrees and understands that by entering into this
13 Stipulation, RESPONDENT is waiving his right to a hearing at which he might otherwise
14 present evidence in his defense, his right to a written decision on the merits of the
15 complaint, his rights to reconsideration and/or rehearing, appeal and/or judicial review,
16 and all other rights which may be accorded by the Nevada Administrative Procedure Act,
17 the Nevada Common-Interest Communities and Condominium Hotels statutes and
18 accompanying regulations, and the federal and state Constitutions. The RESPONDENT
19 understands that this Agreement and other documentation may be subject to public records
20 laws. The Commission members who review this matter for approval of this Stipulation
21 may be the same members who ultimately hear, consider, and decide the Complaint if this
22 Stipulation is either not approved by the Commission or is not timely performed by the
23 RESPONDENT. The RESPONDENT fully understands that he has the right to be
24 represented by legal counsel in this matter at his own expense.

25 6. Each party shall bear their own attorney's fees and costs, *except* as the
26 Division's Attorney's pre-hearing costs and attorney's fees, as provided above.

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

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

12 9. Release. In consideration of the execution of this Stipulation, Association and
13 RESPONDENT for himself, his heirs, executors, administrators, successors, and assigns,
14 hereby releases, remises, and forever discharges the State of Nevada, the Department of
15 Business and Industry, and the Division, and each of their respective members, agents,
16 employees, and counsel in their individual and representative capacities, from any and all
17 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
18 demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever
19 had, now has, may have, or claim to have against any or all of the persons or entities named
20 in this section, arising out of or by reason of the Division's investigation of this action, this
21 disciplinary action, and all matters related thereto.

22 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold
23 harmless the State of Nevada, the Department of Business and Industry, Petitioner, the
24 Division, and each of their respective members, agents, employees, and counsel, in their
25 individual and representative capacities, against any and all claims, suits, and actions
26 brought against said persons and/or entities by reason of the Division's investigation, this
27 disciplinary action, and all other matters relating thereto, and against any and all
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1 expenses, damages, and costs, including court costs and attorney fees, which may be
2 sustained by the persons and/or entities named in this section as a result of said claims,
3 suits, and actions.

4 11. Default. In the event of default of any of the above terms by RESPONDENT,
5 the RESPONDENT agrees that the Division may, at its option, rescind this Stipulation and
6 Order and proceed with prosecuting this Complaint before the Commission, and that, upon
7 Default, any unpaid balance of the administrative fine and costs, together with any
8 attorney's fees and costs that may have been assessed, shall be due in full to the Division
9 within ten (10) calendar days of the date of default. Debt collection actions for unpaid
10 monetary assessments in this case may be instituted by the Division or its assignee.

11 12. RESPONDENT has signed and dated this Stipulation and Order only after
12 reading and understanding all terms herein.

13 DATED: March 5, 2025

DATED: March 6, 2025

NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE
DIVISION



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16
17 By: 
18 JOHN BIELUN
Respondent Board Member

By: 
SHARATH CHANDRA
Administrator

19 APPROVED AS TO FORM:

20 DOBBERSTEIN LAW OFFICE

AARON D. FORD
Attorney General

21
22 
23 By: 
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26 Attorneys for Respondent John Bielun

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1 **BEFORE THE COMMISSION FOR COMMON-INTEREST**
2 **COMMUNITIES AND CONDOMINIUM HOTELS**

3 **STATE OF NEVADA**

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

Case No. 2023-622 and 2023-670

8 Petitioner,

9 vs.

10 **JOHN BIELUN,**

11 Respondent.

12 **ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

13 **IT IS ORDERED** that the foregoing Stipulation and Order for Settlement of
14 Disciplinary Action for RESPONDENT JOHN BIELUN, in Case Nos. 2023-622 and 2023-
15 670, is approved in full.

16 DATED: March 14th, 2025

17 **COMMISSION FOR COMMON-INTEREST**
18 **COMMUNITIES AND CONDOMINIUM**
19 **HOTELS, DEPARTMENT OF BUSINESS**
20 **AND INDUSTRY, STATE OF NEVADA**

21 By: 
22 Phyllis Tomasso, Chairwoman

23 Submitted by:

24 **AARON D. FORD**
25 **Attorney General**

26 By: /s/ Phil W. Su
27 **PHIL W. SU (Bar No. 10450)**
28 **Attorneys for Real Estate Division**