

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. 2023-979

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.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. On November 16, 2023, the Division received an Intervention Affidavit from Complainant Wendy Sue Denman regarding an allegation that RESPONDENT sent one or more emails entitled "It Takes a Village" from an info@resortvillashomeowners.com email address to selected unit owners of Resorts Villa Owners Association. CICCH001-014.

2. Complainant alleged that RESPONDENT, from his info@resortvillashomeowners.com email account, sent an email that represented himself as a board member and that stated "inaccuracies and misinformation" and "called out previous and current board members with definitive descriptions of who they are and who he is targeting." CICCH001-014.

3. Attached to the Intervention Affidavit was the subject September 25, 2023, "It Takes a Village" email from the RESPONDENT. CICCH005-007.

4. Also attached to the Intervention Affidavit was an August 23, 2023, proxy request response email from Taylor Management attempting to address concerns the Association was facing a "financial crisis," out of Taylor Management's stated concern that such allegations could affect the marketability and value of the homes in the community. CICCH008-014.

5. On February 16, 2024, Division Investigator Christina Pitch sent an initial open investigation and request for information letter ("#1 RFI") to RESPONDENT, noting that "it [was] alleged that [he] violated NRS 116.3103 through NAC 116.405 as on or about 9/25/23 [he] represented [himself] as a board member and sent emails to selected unit owners containing inaccuracies and misleading information regarding the financial condition of the Association." CICCH015-017.

6. On February 22, 2024, RESPONDENT replied to the #1 RFI, denying any violation of statute and requesting proof of allegations asserted in the open investigation letter. CICCH018.

1 7. On April 4, 2024, Investigator Pitch sent a second request for information
2 letter (“#2 RFI”) directed to the board of directors of the Association, including
3 RESPONDENT, stating: “It was alleged that Mr. Bielun sent a unit owner an email that
4 was filled with “inaccuracies” and “misinformation” which the unit owner found to be
5 inappropriate and unacceptable (see enclosed email copy). Did the board grant Mr. Bielun
6 the authority to send this email in his role as a board member?” CICCH019-023.

7 8. On April 7, 2024, RESPONDENT sent Investigator Pitch a responsive letter
8 to the #2 RFI, stating that the September 25, 2023, letter contained “no inaccuracies or
9 confidential information” and referring Investigator Pitch to another responsive letter he
10 sent the Division regarding a separate, concurrent Division investigation against him, Case
11 #2023-662. CICCH024-025.

12 9. That same weekend, Association board members Burgess, McCoy, Camicia,
13 and Simpson sent responsive emails to Investigator Pitch, where each affirmed that the
14 board never granted RESPONDENT authority to send any emails to other unit owners on
15 behalf of the board. CICCH026; 027; 038; 039.

16 10. Camicia noted that the “It Takes a Village” website and emails were “the
17 platform [RESPONDENT] created to publicize his own self-serving version of HOA “facts,”
18 and that the Resort Villas HOA board of directors did not authorize or request
19 RESPONDENT to write or distribute the email referenced in RFI #2. CICCH040.

20 11. On May 27, 2024, the Division sent, via Certified Mail, an NRS 233B letter
21 notifying the RESPONDENT that it would pursue disciplinary action in a hearing before
22 the Commission for potential violations of NRS 116. CICCH041-042.

23 **VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

24 1. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
25 116.405(1) by failing to exercise ordinary and reasonable care when he acted outside the
26 scope of his authority granted in the governing documents by representing himself as a
27 board member in his “It Takes a Village” communications to unit owners, where he
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1 provided his personal opinions and narratives regarding Association issues, without prior
2 board approval.

3 2. RESPONDENT willfully and knowingly violated NRS 116.3103 through NAC
4 116.405(3)(d) by failing to exercise ordinary and reasonable care when he acted without
5 authority first granted by the executive board by representing himself as a board member
6 in his "It Takes a Village" communications to unit owners, where he provided his personal
7 opinions and narratives regarding Association issues, without prior board approval.

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 TWO
15 THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS and 62/100 cents (\$2,264.62)
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 \$2,264.62.

19 a. The Amount Due shall be payable to the Division in thirty-six monthly
20 (36) installment payments of \$62.91, with first payment due within thirty (30)
21 days after the date of the order approving this settlement. Prepayments of the
22 Amount Due may be made without penalty.

23 b. No grace period is permitted. If any monthly installment payment is
24 not actually received by the Division on or before its due date, it shall be
25 construed as an event of default by the RESPONDENT.

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: 
24 QUOC THAI (Bar No. 16015)
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Attorneys for Respondent John Bielun

By: /s/ Phil W. Su
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Attorneys for Real Estate Division

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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. 2023-979

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, Case No. 2023-979, is approved
15 in full.

16 DATED: March 14, 2025

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

21 By: 

Phyllis Tomasso, Chairwoman

22 Submitted by:

23 AARON D. FORD
24 Attorney General

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