

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. 2024-372

8 Petitioner,

9 vs.

10 TODD JOSLIN,

Respondent.

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

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

18 **JURISDICTION AND NOTICE**

19 During all relevant times, RESPONDENT was an executive board member/director
20 of a common-interest community located in Las Vegas, Nevada, Meadows Condominiums
21 Unit Owners Association (the “Association”), and is, therefore, subject to the provisions of
22 Chapter 116 of each the Nevada Revised Statutes (“NRS”) and the Nevada Administrative
23 Code (“NAC”) (hereinafter collectively referred to as “NRS 116”) and are subject to the
24 jurisdiction of the Division, and the Commission for Common-Interest Communities
25 pursuant to the provisions of NRS 116.750.
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1 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

2 1. On April 12, 2024, the Division received an Intervention Affidavit from
3 Complainant Joseph Gallagher regarding an allegation that RESPONDENT, while serving
4 on the association board of directors, disclosed confidential information and referred to the
5 Complainant, a fellow board member, as a pedophile. CICCH001-037.

6 2. On May 17, 2024, Division Investigator Christina Pitch sent an initial open
7 investigation and request for information to RESPONDENT, requesting responses to
8 allegations that he disclosed confidential information from executive sessions, and that he
9 personally attacked other board members in letters to residents and accused another board
10 member of being a pedophile. CICCH038-040.

11 3. On June 6, 2024, Attorney John Leach, representing the Association,
12 forwarded additional emails where RESPONDENT verbally abused the Association's CAM.
13 CICCH041-044.

14 4. On June 17, 2024, Investigator Pitch requested a copy of the 4-page "door
15 note" given by RESPONDENT to other unit owners, pertaining to the underlying towing
16 dispute and where he personally attacked other board members, Joe Gallagher and Gail
17 Holt. CICCH045-046.

18 5. Investigator Pitch subsequently received the door note, in which
19 RESPONDENT says board member Joe Gallagher is "acting like a reckless dictator,"
20 alleges Gallagher acted unilaterally in authorizing the tow, and alleges board member Gail
21 Holt of "covering up for Joe." CICCH047-050.

22 6. On June 11, 2024, RESPONDENT, by and through his attorney Bret Whipple,
23 provided a response to the investigation letters and RFIs, denying allegation #1, that he
24 had disclosed any confidential information from executive sessions, and denying allegation
25 #2, that he accused board member Gallagher of being a pedophile, and that he simply
26 repeated what he heard from others. CICCH052-054.

1 7. On July 19, 2024, Division Investigator Christina Pitch sent a second request
2 for information to RESPONDENT, requesting names of the individuals whose comments
3 regarding board member Gallagher RESPONDENT had repeated. CICCH051.

4 8. On August 2, 2024, the Division sent, via Certified Mail, NRS 233B letter
5 notifying the RESPONDENT that it would pursue disciplinary action in a hearing before
6 the Commission for potential violations of NRS 116. CICCH056-057.

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

8 1. RESPONDENT willfully and knowingly violated NRS 116.3103(1) through
9 NAC 116.405(4) by failing to exercise ordinary and reasonable care when he disclosed
10 confidential information, obtained from the board’s executive session, relating to a unit
11 owner through his “Door Note” to other unit owners.

12 2. RESPONDENT violated NRS 116.3103 through NAC 116.405(3)(a) and/or
13 3(b) by acting in an incompetent and negligent manner on several occasions, including, but
14 not limited to, when he made several personal attacks against other board members via his
15 “Door Note” to other unit owners and when he stated that another board member was a
16 pedophile in an email communication.

17 **PROPOSED SETTLEMENT AGREEMENT**

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

23 1. The RESPONDENT agrees to pay the Division a total amount of FIVE
24 THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS and 71/100 cents (\$5,125.71)
25 (“Amount Due”), consisting of zero administrative fines imposed by the Division, and the
26 Division’s pre-hearing costs and fees and pre-hearing attorney’s fees in the amount of
27 \$5,125.71.

1 a. The Amount Due shall be payable to the Division within thirty (30)
2 days after the date of the order approving this settlement.

3 b. No grace period is permitted. If the amount due is not actually received
4 by the Division on or before its due date, it shall be construed as an event of
5 default by the RESPONDENT.

6 2. RESPONDENT agrees to complete six (6) hours of live Board Member/Unit
7 Owner Training classes, as offered by the Ombudsman's Office's Education Department,
8 with at least one and a half (1.5) hours on the topic of Fiduciary Duties and at least one
9 and a half (1.5) hours on the topic of Board Member Duties and Responsibilities (e.g. the
10 "Welcome to the Board" class). The RESPONDENT shall provide proof of completion to the
11 Division within six (6) months of the effective date of this order.

12 3. RESPONDENT and the Division agree that by entering into this Stipulation,
13 the Division does not concede any defense or mitigation that the RESPONDENT may have
14 otherwise asserted and that once this Stipulation is approved and fully performed, the
15 Division will close its file in this matter.

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

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

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

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

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

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

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

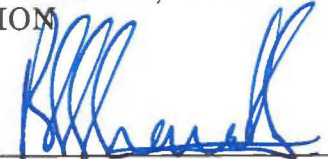
15 11. RESPONDENT has signed and dated this Stipulation and Order only after
16 reading and understanding all terms herein.

17 DATED: March _____, 2025

DATED: March 7, 2025

18 NEVADA DEPARTMENT OF BUSINESS
19 AND INDUSTRY, REAL ESTATE
20 DIVISION

21 By: _____
22 TODD JOSLIN
23 Respondent Board Member

By: 
24 SHARATH CHANDRA
25 Administrator

26 **APPROVED AS TO FORM:**

27 GARIN LAW GROUP

AARON D. FORD
Attorney General

28 By: _____
KALEB ANDERSON (Bar No. 7582)

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 10450)

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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 investigation, this disciplinary action, 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.

10. Default. In the event of default of any of the above terms by RESPONDENT, the RESPONDENT agrees that the Division may, at its option, rescind this Stipulation and Order and proceed with prosecuting this Complaint before the Commission, and that, upon Default, any unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten (10) 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.

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

DATED: March ____, 2025

DATED: March ____, 2025

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: Todd Joslin
TODD JOSLIN
Respondent Board Member

By: _____
SHARATH CHANDRA
Administrator

APPROVED AS TO FORM:

GARIN LAW GROUP

AARON D. FORD
Attorney General

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

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

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

17 DATED: March _____, 2025

DATED: March _____, 2025

18 NEVADA DEPARTMENT OF BUSINESS
19 AND INDUSTRY, REAL ESTATE
20 DIVISION

21 By: _____
22 TODD JOSLIN
23 Respondent Board Member

By: _____
SHARATH CHANDRA
Administrator

24 **APPROVED AS TO FORM:**

25 GARIN LAW GROUP

AARON D. FORD
Attorney General

26
27 By: 
28 KALEB ANDERSON (Bar No. 7582)

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 10450)

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Attorneys for Respondent Todd Joslin

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Attorneys for Real Estate Division

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. 2024-372

8 Petitioner,

9 vs.

10 TODD JOSLIN,

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 TODD JOSLIN, Case No. 2024-372, is approved in
15 full.

16 DATED: March _____, 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*