

FILED

MAR 27 2017

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

REAL ESTATE COMMISSION  
BY *Robert Adams*

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

Case No. 2016-647

Petitioner,

vs.

MICHAEL (A.K.A. MIKE) CULLUM  
HARDING,

Respondent.

**STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION**

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator, Sharath Chandra ("Petitioner"); and Michael (A.K.A. Mike) Cullum Harding ("Respondent").

**JURISDICTION**

Respondent is licensed by the Division as a Broker under license number S.0169701 as a Salesperson and is therefore subject to the jurisdiction of the Division and the Commission pursuant to NRS Chapter 645 and NAC Chapter 645.

**SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINTS**

1. RESPONDENT has been licensed as a real estate sales person, License Number S.0169701, since July 14, 2010, and is currently in active status.

2. RESPONDENT was associated with KRCH Realty, LLC ("KRCH") at the relevant times mentioned in this Stipulation.

3. Kyle Krch ("Krch") has been licensed as a real estate broker, license number B.0056206.LLC, since November 23, 2005, and was the broker for KRCH at the relevant times mentioned in this Stipulation.



1 considerable profit with an artificially inflated value within a short period of time) . . . and/or straw  
2 buying.” RESPONDENT further acknowledged and agreed that he had “disclosed all agreements or  
3 understandings relating to the current sale or subsequent sale of Property of which Licensee [was]  
4 aware of should be aware.” Finally, in paragraph 5, RESPONDENT acknowledged and agreed that he  
5 was “not aware of any other agreements or understandings that call[ed] for the subsequent sale of the  
6 Property within 30 days of the current sale.”

7 15. Despite these representations, RESPONDENT’s client, Gifford, entered into an  
8 Exclusive Right to Sell Contract with Krch for the Wall Canyon property on January 12, 2013, with  
9 Hirschy listed as the owner and seller. As stated above, RESPONDENT, Gifford, Krch, and Hirschy  
10 were all principals in the KRCH investor group.

11 16. On January 13, 2013, an Offer was made by Gloria Deane Cutting to purchase the Wall  
12 Canyon property from Hirschy.

13 17. On January 14, 2013, a Counteroffer was made by Hirschy that was signed by Krch and  
14 accepted by the buyer, Gloria Dean Cutting.

15 18. During the entire period of time which Krch marketed the Wall Canyon property for  
16 sale, including the date on which the property entered into contract for sale by Hirschy, the Wall  
17 Canyon property remained titled to Gifford and was not transferred to Hirschy until January 31, 2013.

18 19. In paragraph 7 of the Licensee Certification, RESPONDENT acknowledged and agreed  
19 that “he or she [had] disclosed to Bank of America any known relationship to Buyer or ownership  
20 interest in Buyer’s company, and Licensee representing Seller further acknowledge[d] that he or she  
21 [had] no existing business relationship with Buyer and/or Seller other than the purchase of Property  
22 according to the terms and conditions of the purchase contract.”

23 20. Finally, in paragraph 8 of the Licensee Certification, RESPONDENT acknowledged and  
24 agreed that “any misrepresentation or omission of a material fact may subject the responsible party to  
25 civil and/or criminal liability.”

26 21. On or about October 10, 2012, Malone and Gifford executed a Short Sale Purchase  
27 Contract Addendum for Bank of America. However, the Short Sale Purchase Contract Addendum for  
28 Bank of America contains a hand written date of September 28, 2012.





1 defense, his right to a written decision on the merits of the complaint, his rights to  
2 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights  
3 which may be accorded by the Nevada Administrative Procedure Act, the Nevada  
4 Real Estate Brokers and Salespersons statutes and accompanying regulations, and the  
5 federal and state Constitutions. Respondent understands that this Agreement and  
6 other documentation may be subject to public records laws. The Commission  
7 members who review this matter for approval of this Stipulation may be the same  
8 members who ultimately hear, consider, and decide the Complaint if this Stipulation  
9 is either not approved by the Commission or is not timely performed by Respondent.  
10 Respondent fully understands that he has the right to be represented by legal counsel  
11 in this matter at his own expense.

- 12 e. Each party shall bear its or his own attorney's fees and costs.
- 13 f. Stipulation is Not Evidence. Neither this Stipulation nor any statements made  
14 concerning this Stipulation may be discussed or introduced into evidence at any  
15 hearing on the Complaint, if the Division must ultimately present its case based on  
16 the Complaint filed in this matter.
- 17 g. Approval of Stipulation. Once executed, this Stipulation will be filed with the  
18 Commission and will be placed on the agenda for approval at its March 14, 2017,  
19 public meeting. The Division will recommend to the Commission approval of the  
20 Stipulation. Respondent agrees that the Commission may approve, reject, or suggest  
21 amendments to this Stipulation that must be accepted or rejected by Respondent  
22 before any amendment is effective.
- 23 h. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests  
24 amendments unacceptable to Respondent, Respondent may withdraw from this  
25 Stipulation, and the Division may pursue its Complaint before the Commission at the  
26 Commission's next regular public meeting. This Stipulation shall then become null  
27 and void, and unenforceable in any manner against either party.
- 28 i. Release. In consideration of the execution of this Stipulation, Respondent for

1 himself, his heirs, executors, administrators, successors, and assigns, hereby releases,  
2 remises, and forever discharges the State of Nevada, the Department of Business and  
3 Industry, and the Division, and each of their respective members, agents, employees,  
4 and counsel in their individual and representative capacities, from any and all  
5 manner of actions, causes of action, suits, debts, judgments, executions, claims, and  
6 demands whatsoever, known and unknown, in law or equity, that Respondent ever  
7 had, now has, may have, or claim to have against any or all of the persons or entities  
8 named in this section, arising out of or by reason of the Division's investigation, this  
9 disciplinary action, and all other matters relating thereto.

10 j. Indemnification. Respondent hereby indemnifies and holds harmless the State of  
11 Nevada, the Department of Business and Industry, the Division, and each of their  
12 respective members, agents, employees, and counsel, in their individual and  
13 representative capacities, against any and all claims, suits, and actions brought  
14 against said persons and/or entities by reason of the Division's investigation, this  
15 disciplinary action, and all other matters relating thereto, and against any and all  
16 expenses, damages, and costs, including court costs and attorney fees, which may be  
17 sustained by the persons and/or entities named in this section as a result of said  
18 claims, suits, and actions.

19 k. Respondent has signed and dated this Stipulation only after reading and  
20 understanding all terms herein.

21  
22 Dated: March 6<sup>th</sup>, 2017

By:   
MICHAEL (A.K.A. "MIKE") CULLUM HARDING  
Respondent

23  
24  
25 Dated: March \_\_\_\_\_, 2017

STATE OF NEVADA, DEPARTMENT OF BUSINESS  
AND INDUSTRY, REAL ESTATE DIVISION

26  
27 By: \_\_\_\_\_  
SHARATH CHANDRA, Administrator

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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 investigation, this disciplinary action, and all other matters relating thereto.

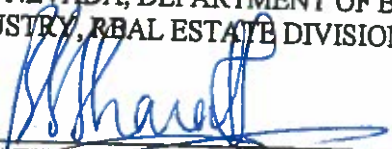
j. Indemnification. Respondent hereby indemnifies and holds harmless the State of Nevada, the Department of Business and Industry, the Division, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, 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.

k. Respondent has signed and dated this Stipulation only after reading and understanding all terms herein.

Dated: March 9<sup>th</sup>, 2017

By:   
MICHAEL (A.K.A. "MIKE") SULLUM HARDING  
Respondent

Dated: March 8, 2017

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



Nevada Office of the Attorney General  
100 North Carson Street  
Carson City, NV 89701-4717

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Approved as to form:

ADAM PAUL LAXALT  
Attorney General

By: \_\_\_\_\_  
PETER K. KEEGAN  
Deputy Attorney General  
Attorneys for the Real Estate Division

Approved as to form:

HOLLAND & HART

By:  \_\_\_\_\_  
MATTHEW HIPPLER  
Attorneys for Respondent

Nevada Office of the Attorney General  
100 North Carson Street  
Carson City, NV 89701-4717

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PETER K. KEEGAN  
Deputy Attorney General  
Attorneys for the Real Estate Division

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MATTHEW HIPPLER  
Attorneys for Respondent

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STATE OF NEVADA,

Case No. 2016-647

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vs.

MICHAEL (A.K.A. MIKE) CULLUM  
HARDING,

Respondent.

ORDER APPROVING STIPULATION


The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on March 14, 2017, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation is approved in full.

This Order shall become effective on the 27th day of APRIL, 2017.

Dated this 27 day of MARCH, 2017.

NEVADA REAL ESTATE COMMISSION

By:   
[Print Name] Neil Schwartz  
Commission President