

1 **BEFORE THE REAL ESTATE COMMISSION**

2 **STATE OF NEVADA**

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

Case No. 2017-582

7 Petitioner,

FILED

SEP 25 2018

8 vs.

9 JOSEPH DICELLO,

REAL ESTATE COMMISSION
BY

10 Respondent.

11 **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND
13 INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies RESPONDENT
14 JOSEPH DICELLO ("Respondent") of an administrative hearing before the STATE OF
15 NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be held
16 pursuant to Chapters 233B and Chapter 645 of the Nevada Revised Statutes ("NRS") and
17 Chapter 645 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to
18 consider the allegations stated below and to determine if the Respondent should be subject
19 to an administrative penalty as set forth in NRS 645.633 and/or NRS 645.630 and/or NRS
20 622.400, and the discipline to be imposed, if violations of law are proven.

21 **JURISDICTION**

22 The Respondent was at all relevant times mentioned in this Complaint licensed by
23 the Division as a Salesperson under license number S.0053234 or S.0053234.LLC and,
24 therefore, is subject to the jurisdiction of the Division and the Commission and the
25 provisions of NRS chapter 645 and NAC chapter 645.

26 **FACTUAL ALLEGATIONS**

- 27 1. The Respondent has been licensed by the Division as a Salesperson since July
28 31, 2002.
2. The Respondent currently is licensed by the Division as a Salesperson under

1 license number S.0053234, and is in active status.

2 3. In or around 2011, John and Kimberly Rupe (collectively, referred to as
3 "Rupe") engaged the services of the Respondent to help Rupe purchase two real properties
4 located in Las Vegas, Nevada.

5 4. As part of that engagement, Rupe added the Respondent as a signer on
6 Rupe's bank account so the Respondent could sign cashier's checks used to purchase the
7 properties.

8 5. The business relationship between the Respondent and Rupe ended in or
9 around 2012.

10 6. On or about August 25, 2015, the Respondent withdrew \$2,100.00 from
11 Rupe's bank account.

12 7. The Respondent did not have permission to withdraw money from Rupe's
13 bank account.

14 8. On or about October 10, 2016, Rupe sent the Respondent a letter demanding
15 that the Respondent repay the \$2,100.00.

16 9. On or about October 14, 2016, the Respondent sent Rupe a check for only
17 \$500.00.

18 10. On or about October 22, 2016, Rupe sent the Respondent a letter demanding
19 that the Respondent repay the remaining \$1,600.00.

20 11. The Respondent did not respond to Rupe's October 22, 2016, letter.

21 12. On or about March 3, 2017, Rupe filed a Statement of Fact with the Division,
22 complaining about the Respondent's conduct.

23 13. On or about March 31, 2017, the Respondent admitted to the Division that
24 he withdrew \$2,100.00 from Rupe's account.

25 14. On or about March 31, 2017, the Respondent admitted to the Division that
26 he had not paid the \$1,600.00 balance he owes Rupe.

27 VIOLATIONS

28 The Respondent has committed the following violations of law:

1 the remaining FIVE HUNDRED DOLLARS (\$500.00) shall be payable to the
2 Division as reimbursement for its costs.

3 e. Respondent further agrees to take three (3) hours of live-course continuing
4 education credits covering the area of ethics and three (3) hours of live
5 continuing education credits covering the area of agency. These six (6) hours
6 shall not be counted towards to Respondent's continuing education
7 requirements and must be completed within ninety (90) days of the effective
8 date of the Commission's order approving this stipulation.

9 2. If the Respondent fails to timely meet any of the payment or continuing
10 education obligations specified above, it shall be construed as an event of default by the
11 Respondent.

12 3. In the event of default, the Respondent agrees that his license(s) and any
13 permit(s) shall be suspended immediately, and the Division may rescind this Stipulation
14 and proceed with prosecuting the Complaint before the Commission. In that case, the
15 Stipulation shall be null and void.

16 4. The Division agrees not to pursue any other or greater remedies or fines in
17 connection with the Respondent's alleged conduct referenced herein. The Division further
18 agrees that upon the Respondent's timely payment, the Division will not bring any claim
19 or cause directly or indirectly against the Respondent based upon any of the facts,
20 circumstances, or allegations discovered during the Division's investigation and
21 prosecution of this case.

22 5. The Respondent agrees and understands that by entering into this
23 Stipulation, the Respondent is waiving his right to a hearing at which the Respondent may
24 present evidence in his defense, his right to a written decision on the merits of the
25 complaint, his rights to reconsideration and/or rehearing, appeal and/or judicial review,
26 and all other rights which may be accorded by the Nevada Administrative Procedure Act,
27 the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations,
28 and the federal and state Constitutions. The Respondent understands that this Agreement

1 and other documentation may be subject to public records laws. The Commission members
2 who review this matter for approval of this Stipulation may be the same members who
3 ultimately hear, consider, and decide the Complaint if this Stipulation either is not
4 approved by the Commission or is not performed timely by the Respondent. The
5 Respondent fully understands that he has the right to be represented by legal counsel in
6 this matter at his own expense.

7 6. Each party shall bear its own attorney's fees and costs.

8 7. Approval of Stipulation. This Stipulation was accepted by the Respondent and
9 will be reviewed by the Commission at its September 10-12, 2018, public meeting.

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

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

28 10. The Respondent has signed and dated this Stipulation only after reading and

1 understanding all terms herein.

2 DATED this 23 day of August 2018

DATED this 5 day of August 2018.

3
4 By: 
5 JOSEPH DICELLO
6 Respondent

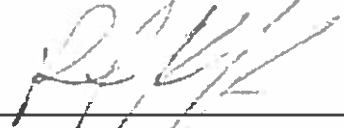
NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

7
8
9 By: 
10 SHARATH CHANDRA
11 Administrator

12 Approved as to form:

13 ADAM PAUL LAXALT

14 Attorney General

15 By: 
16 PETER K. KEEGAN
17 Deputy Attorney General
18 100 N. Carson St.
19 Carson City, NV 89701
20 Attorney for the Real Estate Division

Subject: PAID IN FULL LETTER

From: krupe2@cox.net

To: joedicello@yahoo.com

Date: Wednesday, September 6, 2017, 6:41:37 PM PDT

Joe,

Please see attached letter of same date.

--

Thank you.

Kimberly Rupe



Ltr to Joe Dicello re payment in full.pdf
93.9kB

**R&L Family Investments, LLC ("Company")
5923 Beeline Court
North Las Vegas, NV 89031
(702) 767-7214**

September 5, 2017

Via Email joedicello@yahoo.com

Berkshire Hathaway Home Services Nevada Property
Attn: Joseph P. Dicello, Salesperson
7475 West Sahara Ave., Suite 100
Las Vegas, NV 89117

Re: **FULL PAYMENT – UNAUTHORIZED CASH WITHDRAW**
Joseph P. Dicello, Nevada Department of Real Estate License No. 53234

Dear Joe,

This letter confirms that Company has received Salesperson's final payment in the amount of \$1,400.00 and has applied such payment to the outstanding balance due showing the amount PAID IN FULL. The Company appreciates Salesperson's reimbursement of the \$2,100 in funds withdrawn from its bank account as a result of a possible bank error in August 2015.

Sincerely,

R&L FAMILY INVESTMENTS, LLC,
a Nevada limited liability company

By: _____



Kimberly Rupe, Manager