

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Petitioner,

vs.

JOSE ESPINOSA,

Respondent.

Case No. 2016-2965

FILED

OCT 01 2018

REAL ESTATE COMMISSION

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator, Sharath Chandra, and Respondent, Jose Espinosa ("Respondent").

JURISDICTION

RESPONDENT was at all relevant times mentioned in this Complaint licensed by the Division as a Salesperson under license number S.0068903.LLC, and as a Property Manager under permit number PM.0165381, and is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS Chapter 645 and NAC Chapter 645.

SUMMARY OF ALLEGATIONS SET FORTH IN THE COMPLAINT

1. RESPONDENT was licensed as a Salesperson, license number S.0068903.LLC, from December 21, 2005, until December 31, 2016, and that license is currently in expired status.

2. RESPONDENT was licensed as a Property Manager, permit number PM.0165381, from May 30, 2012, until December 31, 2016, and that permit is currently in expired status.

3. On or about December 9, 2015, before the Eighth Judicial District Court for Clark County, Nevada, RESPONDENT entered into a Guilty Plea Agreement in which he pled "guilty to: CONSPIRACY TO VIOLATE UNIFORM CONTROLLED SUBSTANCE ACT (Category C Felony - NRS 453.401 - NOC 51306)."

1 Order. Should Respondent wish to apply for any license thereafter, Respondent must appear before the
2 Commission before submitting an application for licensure.

3 4. Respondent further agrees to pay to the Division \$750.00 in administrative costs due
4 within 90 days of the effective date of the Commission's Order Approving Stipulation. No grace
5 period is permitted. If the payment is not actually received by the Division on or before its due date, it
6 shall be construed as an event of default by Respondent.

7 5. In the event of default, Respondent agrees that the unpaid balance of the administrative
8 fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in
9 full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid
10 monetary assessments in this case may be instituted by the Division.

11 6. The Division agrees not to pursue any other or greater remedies or fines in connection
12 with Respondent's alleged conduct referenced herein.

13 7. Respondent agrees that if the administrative fine and costs are not paid within the time
14 period set forth hereinabove, the Division may, at its option, rescind this Stipulation and proceed with
15 prosecuting the Complaint before the Commission. In that case, the Stipulation shall be null and void.

16 8. Respondent and the Division agree that by entering into this Stipulation, the Division
17 does not concede any defense or mitigation Respondent may assert and that once this Stipulation is
18 approved and fully performed, the Division will close its file in this matter.

19 9. Respondent agrees and understands that by entering into this Stipulation, Respondent is
20 waiving her right to a hearing at which Respondent may present evidence in her defense, her right to a
21 written decision on the merits of the complaint, her rights to reconsideration and/or rehearing, appeal
22 and/or judicial review, and all other rights which may be accorded by the Nevada Administrative
23 Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and accompanying
24 regulations, and the federal and state constitutions. Respondent understands that this Agreement and
25 other documentation may be subject to public records laws. The Commission members who review
26 this matter for approval of this Stipulation may be the same members who ultimately hear, consider and
27 decide the Complaint if this Stipulation is either not approved by the Commission or is not timely
28 performed by Respondent. Respondent fully understands that she has the right to be represented by

1 legal counsel in this matter at her own expense.

2 10. Respondent shall bear his own attorney's fees and costs.

3 11. Stipulation is Not Evidence. Neither this Stipulation nor any statements made
4 concerning this Stipulation may be discussed or introduced into evidence at any hearing on the
5 Complaint, if the Division must ultimately present its case based on the Complaint filed in this matter.

6 12. Approval of Stipulation. Once executed, this Stipulation will be filed with the
7 Commission and will be placed on the agenda for approval at its September 2018 public meeting. The
8 Division will recommend to the Commission approval of the Stipulation. Respondent agrees that the
9 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
10 rejected by Respondent before any amendment is effective.

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

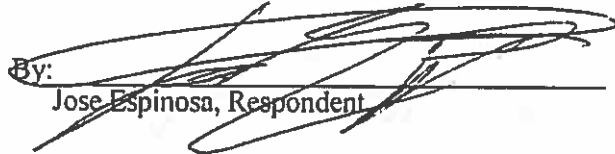
16 14. Release. In consideration of execution of this Stipulation, the Respondent for himself,
17 his heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever
18 discharge the State of Nevada, the Department of Business and Industry and the Division, and each of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

25 15. Indemnification. Respondent hereby indemnifies and holds harmless the State of
26 Nevada, the Department of Business and Industry, the Division, and each of their respective members,
27 agents, employees and counsel in their individual and representative capacities against any and all
28 claims, suits, and actions brought against said persons and/or entities by reason of the Division's

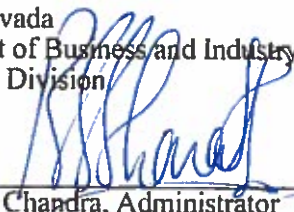
1 investigation, this disciplinary action and all other matters relating thereto, and against any and all
2 expenses, damages, and costs, including court costs and attorney's fees, which may be sustained by the
3 persons and/or entities named in this section as a result of said claims, suits, and actions.

4 16. Respondent has signed and dated this Stipulation only after reading and understanding
5 all terms herein.

6
7 Dated: 8/29/2018

8 By: 
Jose Espinosa, Respondent

9
10 Dated: 09/10/18

11 State of Nevada
12 Department of Business and Industry
13 Real Estate Division
14 By: 
Sharath Chandra, Administrator

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 September 10, 2018, 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 31 day of October, 2018.

Dated this 10 day of Sept, 2018.

NEVADA REAL ESTATE COMMISSION

By: 
President, Nevada Real Estate Commission