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**BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA**

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

Petitioner,

vs.

MATTHEW W. HOVEY,

Respondent.

Case No.: 2017-1949

FILED

AUG 24 2018

REAL ESTATE COMMISSION
BY 


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 June 12, 2018, and the Commission being fully apprised of terms and good cause appearing,

IT IS ORDERED that the Stipulation for Settlement of Disciplinary Action in this matter is approved in full.

This Order shall become effective on the 24 day of September 2018.

NEVADA REAL ESTATE COMMISSION

By 
[Print Name] DEVIN REISS
Commission President

1 **BEFORE THE REAL ESTATE COMMISSION**

2 **STATE OF NEVADA**

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

8 Petitioner,

9 vs.

10 MATTHEW W. HOVEY,

11 Respondent.

Case No.: 2017-1949

**STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION**

FILED

AUG 24 2018

**REAL ESTATE COMMISSION
BY** 

12
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”); and
16 Matthew W. Hovey (“Respondent”).

17 **JURISDICTION**

18 Respondent is licensed as a real estate salesperson under license number
19 S.0059885. Respondent engaged in activities which require a license as a real estate
20 broker, real estate broker-salesperson, or real estate salesperson issued by the Division
21 and therefore, is subject to the jurisdiction of the Division and the Commission, and the
22 provisions of NRS and NAC 645.

23 **FACTUAL ALLEGATIONS**

- 24 1. Respondent is a licensed Real Estate Salesperson under license number
25 S.0059885, initially issued by the Division on February 25, 2004.
- 26 2. At all times relevant, Respondent was employed with Meyer Realty in Reno,
27 Nevada.
- 28 3. Respondent’s license expired on February 28, 2017.

1 4. The effective date of Respondent expired licensed was March 1, 2017.

2 5. Respondent's license was reinstated on August 29, 2017.

3 6. Respondent actively participated in two real estate transactions that closed
4 during the time his license was expired.

5 7. Respondent acted as the seller's agent for the property located at 1783
6 London Circle, Sparks, Nevada 89431, assisting the seller with the acceptance of the
7 buyer's offer on March 24, 2017, and the closing, which occurred on or about April 19,
8 2017.

9 8. Respondent also acted as the seller's agent for the property located at 11140
10 Larson Ranch Road, Reno, Nevada 89506, assisting the seller with the acceptance of the
11 buyer's offer on March 22, 2017, and the closing, which occurred on or about July 25,
12 2017.

13 9. Respondent also entered into eight Exclusive Right to Sell contracts during
14 the time his license was expired, including for: (1) 813 Overland Loop, Dayton, NV 89403,
15 on June 19, 2017; (2) 1475 Locksley Way, Reno, NV 89503, on July 11, 2017; (3) 170
16 Nugget Lane, Dayton, NV 89403, on July 7, 2017; (4) 260 Grover Court, Sun Valley,
17 Nevada 89433, on April 7, 2017; (5) 240 Grover Court, Sun Valley, NV 89433, on April 9,
18 2017; (6) 5670 Leon Drive, Sun Valley, NV 89433, on April 9, 2017; (7) 740 Grayhawk
19 Drive, Dayton, NV 89403, on July 22, 2017; and (8) 3701 Ranchview Court, Reno, NV
20 89509, on August 7, 2017.

21 10. Respondent was notified by the Association of Realtors on August 18, 2017
22 that his license was expired.

23 11. Respondent transferred his active listings to his broker, Scott P. Myer, of
24 Myer Realty, on August 25, 2017.

25 12. On or about September 7, 2017, the Division sent Respondent an
26 Investigation Opening Letter requesting a response by September 21, 2017.

27 13. On or about September 21, 2017, the Division received a response from
28

1 Respondent.

2 14. On or about October 17, 2017, the Division sent Respondent, via certified
3 mail, an NRS 233B notice of intention to commence disciplinary action against him with
4 the Nevada Real Estate Commission for violations of NRS 645.230(1)(a); NRS
5 645.235(1)(a); and NRS 645.633 pursuant to NAC 645.605 and NAC 645.315.

6 VIOLATIONS

7 Respondent has committed the following violations of law:

8 15. Respondent violated NRS 645.230(1)(a) and NRS 645.235(1)(a) for acting as
9 a real estate salesperson without an active real estate license on ten (10) occasions
10 including: (1) 1783 London Circle Sparks, Nevada 89431; (2) 11140 Larson Ranch Road,
11 Reno, Nevada 89506; (3) 813 Overland Loop, Dayton, NV 89403; (4) 1475 Locksley Way,
12 Reno, NV 89503; (5) 170 Nugget Lane, Dayton, NV 89403; (6) 260 Grover Court, Sun
13 Valley, Nevada 89433; (7) 240 Grover Court, Sun Valley, NV 89433; (8) 5670 Leon Drive,
14 Sun Valley, NV 89433; (9) 740 Grayhawk Drive, Dayton, NV 89403; and (10) 3701
15 Ranchview Court, Reno, NV 89509.

16
17 16. Respondent violated NRS 645.633(1)(h) pursuant to NAC 645.605(5) and NAC
18 645.315 by negligently failing to renew his license before it expired and for negligently
19 failing to keep abreast of license renewal process changes.

20 DISCIPLINE AUTHORIZED

21 17. Pursuant to NRS 645.235, the Commission is empowered to impose an
22 administrative fine in an amount not to exceed the amount of gain or economic benefit
23 that the person derived from the violation or \$5,000, whichever amount is greater,
24 against Respondent for each violation of NRS 645.235.

25 18. Pursuant to NRS 645.633, the Commission is empowered to impose an
26 administrative fine of up to \$10,000 per violation against Respondent and further to
27 suspend, revoke, or place conditions on the license of Respondent.

28 19. Pursuant to NRS 645.314, the Division is authorized to request its

1 investigative costs where the investigation was undertaken for disciplinary purposes.

2 20. Additionally, under NRS 622.400, the Commission is authorized to impose
3 costs of the proceeding upon Respondent, including investigative costs and attorney's fees,
4 if the Commission otherwise imposes discipline on Respondent.

5 21. Therefore, the Division requests that the Commission take such disciplinary
6 action as it deems appropriate under the circumstances.

7 **STIPULATION AGREEMENT**

8 1. In an effort to avoid the time and expense of litigating these issues before the
9 Commission, the parties desire to compromise and settle the instant controversy upon the
10 following terms and conditions:

- 11 a. Respondent admits all factual allegations.
12 b. Respondent admits all alleged violations of law.
13 c. Respondent agrees to pay \$7,500.00 to the Division within one (1) year of the
14 date of the Commission's order approving this stipulation. The \$7,500.00
15 includes \$1,000.00 to cover the Division's investigatory costs and attorney
16 fees.
17 d. Respondent further agrees to take twelve (12) hours of live course continuing
18 education credits, to include six (6) hours of Law and Legislation and six (6)
19 hours of Agency. The twelve (12) hours shall not be counted towards
20 Respondent's continuing education requirements and must be completed
21 within one hundred eighty (180) days of the effective date of the
22 Commission's order approving this stipulation.

23 2. If the payment is not received by the Division on or before the expiration of
24 one (1) year, it shall be construed as an event of default by the Respondent.

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

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

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

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

21 7. Approval of Stipulation. This Stipulation was accepted by Respondent and
22 approved by the Commission at its June 12, 2018, public meeting.

23 8. Release. In consideration of the execution of this Stipulation, Respondent,
24 for himself, his heirs, executors, administrators, successors, and assigns hereby releases,
25 remises, and forever discharges the State of Nevada, the Department of Business and
26 Industry, and the Division, and each of their respective members, agents, employees, and
27 counsel in their individual and representative capacities from any and all manner of
28 actions, causes of action, suits, debts, judgments, executions, claims, and demands

immediately suspended, the Division may rescind this Stipulation and proceed with prosecuting the Complaint before the Commission. In that case, the Stipulation shall be null and void.

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

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

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

7. Approval of Stipulation. This Stipulation was accepted by Respondent and approved by the Commission at its June 12, 2018, public meeting.

8. Release. In consideration of the execution of this Stipulation, Respondent, for 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.

9. 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.

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

DATED this 27 day of June 2018

DATED this ___ day of June 2018.

By: _____

MATTHEW W. HOVEY,

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

By: _____

SHARATH CHANDRA

Administrator

Approved as to form:

1 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has,
2 may have, or claim to have against any or all of the persons or entities named in this
3 section, arising out of or by reason of the Division's investigation, this disciplinary action,
4 and all other matters relating thereto.

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


13 10. Respondent has signed and dated this Stipulation only after reading and
14 understanding all terms herein.

15 DATED this ____ day of June 2018

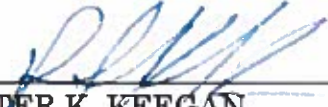
DATED this 12 day of June 2018.

16
17 By: _____
18 MATTHEW W. HOVEY,

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

19 By: 
20 SHARATH CHANDRA
Administrator

21
22 Approved as to form:
23 ADAM PAUL LAXALT
Attorney General

24
25 By: 
26 PETER K. KEEGAN
Deputy Attorney General
27 100 N. Carson St.
28 Carson City, NV 89701
Attorney for the Real Estate Division