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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.

A.J. JOHNSON a.k.a. AMINA MARIE
JOHNS,

Respondent.

Case No. 2016-2963

FILED

AUG 31 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 1st day of October 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 A.J. JOHNSON a.k.a. AMINA MARIE
11 JOHNS,

12 Respondent.

Case No.: 2016-2963

**STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION**

FILED

AUG 31 2018

REAL ESTATE COMMISSION
BY 

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 A.J.
16 Johnson ("Respondent").

17 **JURISDICTION**

18 RESPONDENT was at all relevant times mentioned in this Complaint licensed
19 either as a Salesperson, license number S.0032321, or as a Broker, license number
20 B.1001849.LLC, and is therefore subject to the jurisdiction of the Division and the
21 provisions of NRS Chapter 645 and NAC Chapter 645.

22 **FACTUAL ALLEGATIONS**

23 1. RESPONDENT has been licensed as a Broker, license number
24 B.1001849.LLC, since August 31, 2016, and is currently in active status. RESPONDENT
25 was previously licensed as a Salesperson, license number S.0032321, since October 27,
26 1993.

27 2. RESPONDENT's currently employed with A.J. Johns & Associates in Reno,
28 Nevada. RESPONDENT is the Broker/Owner of A.J. Johns & Associates.

1 3. On or about July 11, 2016, the Division received a Complaint from Jeremy
2 Page ("COMPLAINANT") against the RESPONDENT claiming that she had listed his
3 property, located 20982 Little Valley Ct., Reno, Nevada 89508 (the "Property"), for sale
4 without his authorization.

5 4. On or about October 10, 2012, NRES-NV1, LLC purchased the Property from
6 a homeowner's association foreclosure sale and a Deed in Foreclosure of Assessment Lien
7 in favor of NRES-NV1, LLC, was recorded with the Washoe County Recorder's Office on
8 that same date.

9 5. COMPLAINANT is the Manager of NRES-NV1, LLC the owner of record
10 for the Property at issue.

11 6. On or about July 19, 2016, the Division sent RESPONDENT, an Opening
12 Letter, indicating that an investigation had commenced concerning the July 11, 2016,
13 Complaint and informed RESPONDENT that a response was due to the Division by
14 August 2, 2016.

15 7. On or about August 2, 2016, RESPONDENT sent the Division her initial
16 response and denied any wrongdoing, claiming that the Property was still legally owned
17 by her client, the Snyders.

18 8. In RESPONDENT's August 2, 2016, Sworn Affidavit Response, she admits
19 to the locks being changed on the Property.

20 9. On or about August 29, 2016, RESPONDENT sent the Division her
21 Amended Response and maintained that she did not engage in any wrongdoing.

22 10. As part of RESPONDENT's August 29, 2016, Amended Response, she
23 submitted the Exclusive Right to Sell Contract valid from June 10, 2016 through
24 December 31, 2016, which listed her client as the Snyders.

25 11. As part of RESPONDENT's August 29, 2016, Amended Response, she also
26 submitted a Duties Owed disclosure, which listed NRES-NV1 LLC as her client, but was
27 signed by the Snyders.

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1 12. On or about October 12, 2016, the Division sent RESPONDENT, via certified
2 mail, a Notice of Violation with Imposition of Administrative Fine in the amount of
3 \$1,000.00 (One Thousand Dollars and 00/100 Cents), for violating provisions of NRS
4 645.635 and NAC 645.610.

5 13. On or about November 7, 2016, RESPONDENT sent the Division her notice
6 of intent to appeal.

7 14. On or about October 9, 2016, the Division sent RESPONDNET, via certified
8 mail, an NRS 233B notice of intention to commence disciplinary action against her by
9 filing a complaint and request for hearing with the Nevada Real Estate Commission for
10 violations of NRS 645.635(1) and NAC 645.610(1)(e).

11 **VIOLATIONS**

12 RESPONDENT has committed the following violations of law:

13 15. RESPONDENT violated NRS 645.630 pursuant to NRS 645.635(1) by listing
14 COMPLAINANT's Property for sale on the J.E. Johns and Associates website and
15 changing the locks without the owner's authority.

16 16. RESPONDENT violated NRS 645.633(h) by incompetently preparing the
17 Duties Owed disclosure and listing NRES-NV1, LLC as her client, but having different
18 individuals sign the disclosure who were not affiliated with NRES-NV1, LLC.

19 **DISCIPLINE AUTHORIZED**

20 17. Pursuant to NRS 645.630 and NRS 645.633, the Commission is authorized to
21 impose an administrative fine of up to \$10,000.00 per violation against RESPONDENT
22 and further to suspend, revoke or place conditions on the license of RESPONDENT.

23 18. Additionally, under NRS Chapter 622, the Commission is authorized to
24 impose costs of the proceeding upon RESPONDENT, including investigative costs and
25 attorney's fees, if the Commission otherwise imposes discipline on RESPONDENT.

26 19. Therefore, the Division requests that the Commission take such disciplinary
27 action as it deems appropriate under the circumstances.

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PROPOSED STIPULATION AGREEMENT

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

5 a. Respondent agrees to pay \$3,000.00 to the Division within six months
6 of the date of the Commission's order approving this stipulation. The
7 \$3,000.00 includes \$1,500.00 to cover the Division's investigatory costs and
8 attorney fees.

9 2. If the payment is not received by the Division on or before the expiration of
10 six months, it shall be construed as an event of default by the Respondent.

11 3. In the event of default, Respondent agrees that her licenses and permit shall
12 be immediately suspended, the Division may rescind this Stipulation and proceed with
13 prosecuting the Complaint before the Commission. In that case, the Stipulation shall be
14 null and void.

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

21 5. Respondent does not admit any allegation or violation alleged and the
22 Division does not concede any defense or mitigation Respondent may assert and that once
23 this Stipulation is approved and fully performed, the Division will close its file in this
24 matter.

25 6. Respondent agrees and understands that by entering into this Stipulation,
26 Respondent is waiving her right to a hearing at which Respondent may present evidence
27 in her defense, her right to a written decision on the merits of the complaint, her rights to
28 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which

1 may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate
2 Brokers and Salespersons statutes and accompanying regulations, and the federal and
3 state Constitutions. Respondent understands that this Agreement and other
4 documentation may be subject to public records laws. The Commission members who
5 review this matter for approval of this Stipulation may be the same members who
6 ultimately hear, consider, and decide the Complaint if this Stipulation is either not
7 approved by the Commission or is not timely performed by Respondent. Respondent fully
8 understands that she has the right to be represented by legal counsel in this matter at
9 her own expense.

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

11 8. Approval of Stipulation. Once executed, this Stipulation will be filed with the
12 Commission and will be placed on the agenda for approval at its June 12-14, 2018, public
13 meeting. The Division will recommend to the Commission approval of the Stipulation.
14 Respondent agrees that the Commission may approve, reject, or suggest amendments to
15 this Stipulation that must be accepted or rejected by Respondent before any amendment
16 is effective.

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

22 10. Release. In consideration of the execution of this Stipulation, Respondent for
23 herself, her heirs, executors, administrators, successors, and assigns, hereby releases,
24 remises, and forever discharges the State of Nevada, the Department of Business and
25 Industry, and the Division, and each of their respective members, agents, employees, and
26 counsel in their individual and representative capacities, from any and all manner of
27 actions, causes of action, suits, debts, judgments, executions, claims, and demands
28 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has,

1 may have, or claim to have against any or all of the persons or entities named in this
2 section, arising out of or by reason of the Division's investigation, this disciplinary action,
3 and all other matters relating thereto.

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

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

14 DATED this 20th day of ~~June~~ July 2018

DATED this 17 day of August ~~June~~ 2018.

15
16 By: [Signature]
17 A.J. JOHNSON a.k.a.
18 AMINA MARIE JOHNS,

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

19 By: [Signature]
20 SHARATH CHANDRA
21 Administrator

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

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