

FILED

NOV 14 2019

REAL ESTATE COMMISSION
BY *Emily Patton*

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2017-149

Case No. 2017-2495

Petitioner,

vs.

MELANIE COHEN,

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 Melanie Cohen ("RESPONDENT").

JURISDICTION

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a salesperson and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

FACTUAL ALLEGATIONS IN COMPLAINT

Common Allegations, Case Nos. 2017-149 and 2017-2495

1. At all relevant times mentioned in this Complaint, RESPONDENT held a salesperson's real estate license with the State of Nevada, license number S.0058844.

2. At all relevant times mentioned in this Complaint, RESPONDENT was associated initially with broker Donald Jed Giacoletto, of Fidelity Real Estate Mesquite (Fidelity), B.0143918.INDV (currently inactive), then with Brandon Park, Mesquite Realty LLC, B.0143672.LLC, and then with Herbert Calhoun, MB Realty, LLC, B.0143187.LLC.

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1 *Allegations Applicable to Case No. 2017-149*

2 3. While working for Fidelity, on or about November 23, 2016, RESPONDENT listed
3 herself as a broker on the duties owed and residential purchase agreement for a property on Desert
4 Willow, in Mesquite, Nevada, although she was not and never has been a broker in Nevada.

5 4. RESPONDENT worked on 4 transactions listed under Fidelity after her license was
6 transferred to Mesquite Realty LLC.

7 5. After leaving Fidelity in December 2016 and while working for Mesquite Realty LLC,
8 RESPONDENT left her lockboxes on properties still listed with Fidelity in order to enable entry into
9 such properties for inspections.

10 6. In or around November 2016 through January 2017, RESPONDENT failed to provide
11 her brokers with documents within five calendar days after execution on four different transactions.

12 *Allegations Applicable to Case No. 2017-2495*

13 7. On or about November 16, 2016, a residential purchase agreement was entered into with
14 respect to 1642 Lime Wood, naming RESPONDENT as buyer's agent and Fidelity as the buyer's
15 broker.

16 8. RESPONDENT did not cause to be prepared an executed duties owed with a signature
17 of her clients, the buyers of 1642 Lime Wood.

18 9. RESPONDENT did not provide a copy of the residential purchase agreement for 1642
19 Lime Wood to Giacoletto, who only obtained the residential purchase agreement from a third party in
20 or around October 2017.

21 **VIOLATIONS ASSERTED IN THE COMPLAINT**

22 RESPONDENT is asserted to have committed the following violation of law:

23 *Violations Asserted in Case No. 2017-149*

24 1. RESPONDENT violated NRS 645.252(2) by listing herself as a broker on a duties-owed
25 and a residential purchase agreement.

26 2. RESPONDENT violated NRS 645.630(1)(d) four times, by representing or attempting to
27 represent Fidelity, without the express knowledge and consent of the broker with whom she is
28 associated after her license was transferred to another brokerage.

1 RESPONDENT agrees that she will complete three hours of continuing education in contracts
2 and three hours of continuing education in agency (which shall not count towards the amount necessary
3 for her license renewal) within 90 days of the effective date of the order approving this settlement.

4 2. RESPONDENT and the Division agree that by entering into this Stipulation, the
5 Division does not concede any defense or mitigation RESPONDENT may assert and that once this
6 Stipulation is approved and fully performed, the Division will close its file in this matter. Nothing
7 herein prevents proof and giving consideration to acts complained of in this matter in determining or
8 penalizing a future violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter
9 645.

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

21 4. Each party shall bear its or her own attorney's fees and costs, except as provided above.

22 5. Approval of Stipulation. Once executed, this Stipulation will be filed with the
23 Commission and will be placed on the agenda for approval at its next public meeting. The Division
24 will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the
25 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
26 rejected by RESPONDENT before any amendment is effective.

27 6. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
28 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation,

1 and the Division may pursue its Complaint before the Commission at the next or a future public
2 meeting. This Stipulation then shall become null and void and unenforceable in any manner against
3 either party.

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

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

21 9. Default. In the event of default, RESPONDENT agrees that her license shall be
22 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any
23 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten
24 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this
25 case may be instituted by the Division or its assignee. RESPONDENT agrees that her license shall be
26 immediately suspended if she fails to timely attend and complete the above continuing education.
27 RESPONDENT agrees that the suspension of her license shall continue until the continuing education
28 is completed.

1 10. RESPONDENT has signed and dated this Stipulation only after reading and
2 understanding all terms herein.

3
4 DATED this 24 day of October, 2019.

DATED this 28 day of October, 2019.

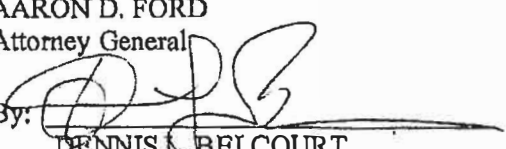
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6 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

7
8 By: 
MELANIE COHEN

By: 
SHARATH CHANDRA
Administrator

9
10 Approved as to form:

11 AARON D. FORD
12 Attorney General

13 By: 
14 DENNIS L. BELCOURT
15 Deputy Attorney General
16 555 E. Washington Avenue, Suite 3900
17 Las Vegas, NV 89101
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6 STATE OF NEVADA,

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9 Respondent.

10 ORDER APPROVING STIPULATION

11 The Stipulation for Settlement of Disciplinary Action having come before the Real Estate
12 Commission, Department of Business and Industry, State of Nevada, during its regular agenda on
13 November 5, 2019, and the Commission being fully apprised of terms and good cause appearing,

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

16 This Order shall become effective on the 14th day of December, 2019.

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18 Dated this 14th day of November, 2019.

19 NEVADA REAL ESTATE COMMISSION

20
21 By: 

22
23 [Print Name] Devin Bess
Commission President