

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

FILED

OCT 08 2019

REAL ESTATE COMMISSION  
*Emily Fritchie*

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

Case No.: 2017-1738

Petitioner.

vs.

STIPULATION FOR SETTLEMENT OF  
DISCIPLINARY ACTION

MARIAH S. CRUME n.k.a. MARIAH S.  
FRITCHIE

Respondent.

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 Mariah S. Crume n.k.a. Mariah S. Fritchie ("RESPONDENT").

JURISDICTION

RESPONDENT is licensed as a real estate salesperson under license number S.0176351. RESPONDENT engaged in activities which require a license as a real estate broker, real estate broker-salesperson, or real estate salesperson, issued by the Division and is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS and NAC 645.

FACTUAL ALLEGATIONS

1. RESPONDENT was a licensed Real Estate Salesperson under license number, S.0176351, initially issued by the Division on February 19, 2015.
2. On or about May 26, 2017, RESPONDENT submitted an offer on behalf of her client for the property located at 1555 Alicia Way, Reno, Nevada 89506.
3. The Offer and Acceptance Agreement included a \$1,000.00 earnest money deposit.
4. The sellers of 1555 Alicia Way accepted the offer on May 26, 2017.

1        5.     On or about June 2, 2017, RESPONDENT received proof by the buyer's  
2 sufficient funds to complete the transaction.

3        6.     On or about June 5, 2017, RESPONDENT's client submitted an earnest  
4 money deposit check in the amount of \$1,000.00 to First Centennial Title Company of  
5 Nevada.

6        7.     The Offer and Acceptance Agreement contained an Earnest Money Deposit  
7 provision stating that the \$1,000.00 check payable to First Centennial Title would be "held  
8 uncashed until acceptance and then deposited within one (1) business day of acceptance  
9 with Shelli Lindsey."

10       8.     RESPONDENT failed to ensure her client's earnest money deposit was  
11 received by First Centennial Title within one (1) business day of acceptance of her client's  
12 offer.

13       9.     On or about June 15, 2017, RESPONDENT's client submitted Addendum  
14 6/13/17 to the Offer and Acceptance Agreement extending the inspection period to June 22,  
15 2017.

16       10.    On or about June 19, 2017, RESPONDENT received an email from First  
17 Centennial Title Company, notifying her that the earnest money check deposited by her  
18 client had been returned.

19       11.    The email notifying RESPONDENT of the returned earnest money deposit on  
20 June 19, 2017, shows it was sent to the RESPONDENT and two employees of First  
21 Centennial Title Company.

22       12.    On or about June 20, 2017, RESPONDENT's client submitted Addendum #2  
23 to the Offer and Acceptance Agreement extending the inspection period to June 23, 2017.

24       13.    On or about June 22, 2017, the RESPONDENT's client submitted escrow  
25 cancellation instructions, stating that he did not approve inspection reports.

26       14.    The seller's agent for the property in question was notified by First Centennial  
27 Title Company on July 20, 2017, that the check for the earnest money deposit was returned  
28 on June 7, 2017.

1           15.    During July 2017, RESPONDENT paid the inspection providers for the costs  
2 of the inspections conducted on the property owed by her client.

3           16.    On or about August 4, 2017, RESPONDENT paid the Complainants herein  
4 \$1,075.00 for the costs they incurred for the inspections.

5           17.    On or about July 31, 2017, the Division received a Complaint and Statement  
6 of Fact against RESPONDENT.

7           18.    On or about August 8, 2017, the Division sent RESPONDENT, an  
8 Investigation Opening letter requesting a response by August 22, 2017.

9           19.    On or about August 22, 2017, RESPONDENT sent her response to the  
10 Investigation Opening Letter to the Division.

11          20.    On or about December 6, 2017, RESPONDENT stated to the Division that she  
12 sent the Complainants a check for the \$1,000.00 earnest money deposit that bounced.

13          21.    On or about December 13, 2017, RESPONDENT stated to the Division that  
14 she did not refund the \$1,000.00 earnest money deposit.

15          22.    On or about December 20, 2017, the Division sent RESPONDENT, via  
16 certified mail, a Notice of Violation and Order with Imposition of Administrative Fine  
17 which required payment of a \$1,000.00 fine by January 22, 2018.

18          23.    The Notice of Violation contained a provision stating that the RESPONDENT  
19 had the right to appeal the violation before the Commission by filing a notice of appeal  
20 within 30 days of the date of the letter.

21          24.    On January 17, 2018, RESPONDENT submitted her notice of appeal to the  
22 Division.

23          25.    On January 29, 2017, the Division sent, via certified mail, a confirmation  
24 letter to RESPONDENT regarding receipt of her appeal and scheduling of a hearing before  
25 the Commission.

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## VIOLATIONS

RESPONDENT has committed the following violations of law:

26. RESPONDENT violated NRS 645.252(1)(a) for failing to disclose the material and relevant fact to the seller's agent that her client's check for the earnest money deposit was returned to First Centennial Title Company of Nevada unpaid.

27. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(c) for falsely stating to an investigator of the Division that she refunded the earnest money deposit to the sellers of the property in question.

28. RESPONDENT violated NRS 645.630(1)(k) for failing to deposit any check received as earnest money before the end of the next banking day as specified in the offer accepted by the sellers of the property herein.

## DISCIPLINE AUTHORIZED

29. Pursuant to NAC 645.695, the Commission is empowered to impose an administrative fine of up to \$500.00 per violation of NRS 645.252 against RESPONDENT and in addition to or in lieu of imposing an administrative fine, the Administrator may: (a) recommend to the Commission that the licensee and any permit of the licensee be suspended or revoked; (b) require a licensee to take continuing education; or (c) take any combination of the actions set forth in paragraphs (a) and (b).

30. Pursuant to NAC 645.695, the Commission is empowered to impose an administrative fine of up to \$500.00 per violation of NRS 645.633(1)(h) against RESPONDENT and in addition to or in lieu of imposing an administrative fine, the Administrator may: (a) recommend to the Commission that the licensee and any permit of the licensee be suspended or revoked; (b) require a licensee to take continuing education; or (c) take any combination of the actions set forth in paragraphs (a) and (b).

31. Pursuant to NAC 645.695, the Commission is empowered to impose an administrative fine of up to \$500.00 per violation of NRS 645.630(1)(k) against RESPONDENT and in addition to or in lieu of imposing an administrative fine, the Administrator may: (a) recommend to the Commission that the licensee and any permit of

1 the licensee be suspended or revoked; (b) require a licensee to take continuing education;  
2 or (c) take and combination of the actions set forth in paragraphs (a) and (b).

3 32 Pursuant to NRS 645.314, the Division is authorized to request its  
4 investigative costs where the investigation was undertaken for disciplinary purposes.

5 33. Additionally, under NRS 622.400, the Commission is authorized to impose  
6 costs of the proceeding upon RESPONDENT, including investigative costs and attorney's  
7 fees, if the Commission otherwise imposes discipline on RESPONDENT.

8 34. Therefore, the Division requests that the Commission take such disciplinary  
9 action as it deems appropriate under the circumstances.

#### 10 STIPULATION AGREEMENT

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

14 a. RESPONDENT admits to the facts as alleged. RESPONDENT does not admit  
15 to the above violations.

16 b. RESPONDENT agrees to pay \$1,000.00 plus \$581.44 in administrative costs,  
17 for a total of \$1,581.44, to the Division within one (1) year of the date of the  
18 Commission's order approving this stipulation.

19 c. RESPONDENT agrees to submit proof of payment of the \$1,000.00 earnest  
20 money owed to the complainants, Mr. and Mrs. Schade, by the next Real  
21 Estate Commission Hearing scheduled for November 5-7, 2019.

22 d. RESPONDENT further agrees to take six (6) hours of continuing education,  
23 with three (3) hours in Agency and three (3) hours in Contracts. The six (6)  
24 hours shall not be counted towards RESPONDENT's continuing education  
25 requirements and must be completed, with proof submitted to the Division,  
26 within one hundred eighty (180) days of the effective date of the Commission's  
27 order approving this stipulation.

28 2. If the payment is not received by the Division on or before the expiration of

1 one (1) year, it shall be construed as an event of default by RESPONDENT.

2 3. If proof of completion of the six (6) hours of continuing education is not  
3 received by the Division within one hundred eighty (180) days, it shall be construed as an  
4 event of default by RESPONDENT.

5 4. In the event of default, RESPONDENT agrees that his license(s) and any  
6 permit(s) shall be immediately suspended, the Division may rescind this Stipulation and  
7 proceed with prosecuting the Complaint before the Commission. In that case, the  
8 Stipulation shall be null and void.

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

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

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

1           8.     Approval of Stipulation. This Stipulation was accepted by RESPONDENT and  
2 approved by the Commission at its August 20-22, 2019, public meeting.

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

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

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

11 DATED this 5 day of October 2019. DATED this 8<sup>th</sup> day of October 2019.

12 NEVADA DEPARTMENT OF BUSINESS  
13 & INDUSTRY, REAL ESTATE DIVISION

14 By: Mariah S. Crume  
15 MARIAH S. CRUME n.k.a  
16 MARIAH S. FRITCHIE  
Respondent

By: Sharath Chandra  
SHARATH CHANDRA  
Administrator

17 Approved as to form:  
18 WALSH, BAKER & ROSEVEAR

Approved as to form:  
AARON D. FORD  
Attorney General

19 By: Anthony Walsh  
20 ANTHONY WALSH  
21 Attorney for the Respondent  
22 October 3, 2019

By: Peter K. Keegan  
PETER K. KEEGAN  
Deputy Attorney General  
Attorney for the Real Estate Division



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

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

Case No.: 2017-1783

7                                   Petitioner,

8                                   vs.

9   MARIAH S. CRUME n.k.a. MARIAH S.  
10   FRITCHIE,

11                                  Respondent.

12                                   **ORDER APPROVING STIPULATION**

13           The Stipulation for Settlement of Disciplinary Action having come before the Real  
14   Estate Commission, Department of Business and Industry, State of Nevada, during its  
15   regular agenda on <sup>August</sup> ~~June~~ 20, 2019, and the Commission being fully apprised of terms  
16   and good cause appearing,

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

19           This Order shall become effective on the 7<sup>th</sup> day of November 2019.

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21                                   NEVADA REAL ESTATE COMMISSION

22  
23                                   By. 

24                                   [Print Name] Lee K. Barrett

25                                   Commission President  
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