

FILED

BEFORE THE REAL ESTATE COMMISSION

SEP 05 2019

STATE OF NEVADA

REAL ESTATE COMMISSION
BY *Deely Tatter*

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

Case No. 2017-1715

Petitioner,

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER**

vs.

TERRY NELSON,

Respondent.

DECISION

This matter came before the Nevada Real Estate Commission ("Commission") for hearing on Tuesday, August 20th through Thursday August 22nd of 2019. The Hearing was held at the Nevada Division of Insurance at 1818 E. College Parkway, Suite 103, Carson City, Nevada 89706. Respondent appeared represented by counsel, Rick Elmore, Esq., Peter K. Keegan, Deputy Attorney General, appeared and prosecuted the Complaint on behalf of petitioner Sharath Chandra, Administrator of the Real Estate Division, Department of Business & Industry, State of Nevada ("Division").

JURISDICTION

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a real estate broker under License Number B.0037510.INDV, and is therefore subject to the jurisdiction of the Division and the provisions of NRS Chapter 645 and NAC Chapter 645.

FINDINGS OF FACT

1. RESPONDENT has been licensed as a real estate broker, License Number B.0037510.INDV, since February 20, 1996, and is currently in active status.

2. RESPONDENT identifies herself as the broker for Great Western Real Estate.

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1 3. RESPONDENT is married to Brian Nelson, a Nevada licensed Broker
2 Salesperson, License Number BS.0037511.

3 4. On or about August 7, 2017, the Division sent an investigation opening letter
4 to RESPONDENT, which required RESPONDENT to provide copies of her listing file and
5 sales file for each of the properties discussed below, as well as a sworn statement, not later
6 than August 21, 2017.

7 5. On or about March 14, 2018, the Division sent RESPONDENT as 233B letter,
8 via certified mail, placing RESPONDENT on notice that the Division intended to
9 commence disciplinary action against her with the Nevada Real Estate Commission for
10 violations of NRS 645 and NAC 645.

11 **296 E. QUAIL STREET**

12 6. On or about July 19, 2013 the seller entered into an Exclusive Right to Sell
13 Contract, which engaged RESPONDENT to list and sell real property located at
14 296 E. Quail Street, Sparks, Nevada, 89434 with a sales price of \$150,000.00.

15 7. The Exclusive Right to Sell Contract contained a hand written term stating
16 "[b]roker is not obligated to present all offers. Seller expressly waives such obligation.
17 Broker may present to seller any offer which broker believes to be in best interest of seller."

18 8. The RESPONDENT failed to obtain a signature from the sellers on the
19 Division's Waiver Form allowing a licensee to not perform the statutory duty of presenting
20 all offers made regarding the subject property.

21 9. The Exclusive Right to Sell Contract set the compensation for the
22 RESPONDENT at 8 percent of the selling price, but did not specify any compensation for
23 a cooperating broker or salesperson that procured a suitable buyer.

24 10. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
25 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
26 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
27 Saturdays, Sundays, and holidays, after signing the same."

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1 11. RESPONDENT placed the listing on the MLS on August 8, 2013, more than
2 two weeks after the Exclusive Right to Sell Contract was signed.

3 12. The MLS listing specified that the commission for a Buyer's Broker was
4 \$75.00 and included contact information specifying "Do Not Call Agent."

5 13. On or about Thursday, September 12, 2013, RESPONDENT presented an
6 Offer and Acceptance Agreement to the seller, in the amount of \$150,000, as the broker for
7 the buyer.

8 14. The seller accepted the Offer and Acceptance Agreement on Saturday,
9 September 14, 2013.

10 15. The Offer and Acceptance Agreement contained an Earnest Money Deposit
11 provision which specified that the buyer would issue a \$1,800.00 earnest money check
12 payable to Great Western Real Estate, to be "held uncashed until acceptance and then
13 deposited within one (1) business day of acceptance with First American Title Company."

14 16. The Receipt for Deposit of the \$1,800.00 Earnest Money Check issued by the
15 buyer on Thursday, September 12, 2013, from First American Title is dated Tuesday,
16 September 17, 2013, more than one (1) business day after acceptance of the offer.

17 17. The Offer and Acceptance Agreement also contained a term stating that
18 "Seller has agreed, by separate agreement, to pay real estate commissions for services
19 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
20 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
21 relationship."

22 18. On or about September 14, 2013, the seller accepted the buyer's offer for
23 purchase in the amount of \$150,000.00, presented by RESPONDENT, as the buyer's broker
24 and the seller's broker.

25 19. The final settlement statement shows that RESPONDENT was paid 100% of
26 the commission from the \$150,000.00 sale, for a total of \$12,000.00.

27 20. The RESPONDENT failed to make a written disclosure to either the buyer or
28 the seller that they were husband and wife.

1 **14070 TOURMALINE DRIVE**

2 21. On or about July 29, 2013, the seller entered into an Exclusive Right to Sell
3 Contract, which engaged RESPONDENT to list and sell real property located at 14070
4 Tourmaline Drive, Reno, Nevada 89521 with a sales price of \$105,000.00

5 22. The Exclusive Right to Sell Contract contained a hand written term stating
6 "[b]roker is not obligated to present all offers. Seller expressly waives such obligation.
7 Broker may present to seller any offer which broker believes to be in best interest of seller."

8 23. The RESPONDENT failed to obtain a signature from the sellers on the
9 Division's Waiver Form allowing a licensee to not perform the statutory duty of presenting
10 all offers made regarding the subject property.

11 24. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 25. As part of the short sale transaction, the parties were required to sign an
15 Affidavit of "Arm's Length Transaction," which specified that "[t]he sale of the Mortgage
16 Premises is an 'arm's length' transaction, between parties who are unrelated and
17 unaffiliated by family, marriage, or commercial enterprise."

18 26. RESPONDENT violated the terms of the Affidavit or "Arm's Length
19 Transaction" when they failed to disclose their relationship as husband and wife.

20 27. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
21 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
22 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
23 Saturdays, Sundays, and holidays[.]"

24 28. The MLS listing report shows that RESPONDENT inputted to listing onto the
25 MLS on Saturday, August 3, 2013, more than 48 hours, excluding Saturdays, Sundays, and
26 holidays, after signing the Exclusive Right to Sell Contract.

27 29. The MLS listing shows RESPONDENT inputted the listing with a buyer's
28 broker commission of \$75.00.

1 30. On or about August 8, 2013, at approximately 11:20 p.m., RESPONDENT
2 changed the MLS listing to reflect a buyer's broker commission of 3%.

3 31. Approximately 5 minutes later, on August 8, 2013, at 11:25 p.m.,
4 RESPONDENT changed the buyer's broker commission back to \$75.00 on the MLS listing.

5 32. On Thursday, August 8, 2013, RESPONDENT's husband, Brian Nelson, as
6 the first buyer's agent, and RESPONDENT as the first buyer's broker, presented an Offer
7 and Acceptance Agreement to the seller in the amount of \$105,000.00, which was accepted
8 later that same day.

9 33. The first Offer and Acceptance Agreement contained an Earnest Money
10 Deposit provision which specified that the buyer would issue a \$5,000.00 earnest money
11 check payable to Great Western Real Estate, to be "held uncashed until acceptance and
12 then deposited within one (1) business day of acceptance with First American Title
13 Company."

14 34. The first Offer and Acceptance Agreement also contained a Short Sale
15 Addendum dated Thursday, August 8, 2013, signed by both the buyer and seller, which
16 also contained a handwritten term stating that "[e]arnest money to be deposited within (1)
17 business day of seller's acceptance of offer."

18 35. The Receipt for Deposit of the \$5,000.00 Earnest Money Check issued by the
19 first buyer on Thursday, August 8, 2013, from First American Title is dated Monday,
20 August 12, 2013, more than one (1) business day after the acceptance.

21 36. The Offer and Acceptance Agreement also contained a term stating that
22 "Seller has agreed, by separate agreement, to pay real estate commissions for services
23 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
24 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
25 relationship."

26 37. On or about November 13, 2013, RESPONDENT prepared Addendum #3 to
27 the Offer and Acceptance Agreement dated August 8, 2013, which was signed by the buyer
28 and the seller and increased the sales price to \$123,000.00.

1 38. On or about November 13, 2013 at 11:08 a.m., RESPONDENT changed the
2 buyer's broker commission on the MLS listing back to 3%.

3 39. On or about Saturday, November 23, 2013, RESPONDENT presented another
4 Offer and Acceptance Agreement from the second buyer to the seller in the amount of
5 \$140,000.00, which was accepted by the seller that day.

6 40. This Offer and Acceptance Agreement also contained an Earnest Money
7 Deposit provision which specified that the buyer would issue a \$3,000.00 earnest money
8 check payable to Great Western Real Estate, to be "held uncashed until acceptance and
9 then deposited within one (1) business day of acceptance with First American Title
10 Company."

11 41. The Offer and Acceptance Agreement also contained a Short Sale Addendum
12 dated Saturday, November 23, 2013, signed by both the buyer and seller, which also
13 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
14 business day of seller's acceptance of offer."

15 42. The Receipt for Deposit of the \$3,000.00 Earnest Money Check issued by the
16 second buyer on Saturday, November 23, 2013, from First American Title is dated
17 Wednesday, November 27, 2013, more than one (1) business day after acceptance of the
18 offer.

19 43. On or about December 12, 2013, RESPONDENT prepared Addendum #4 to
20 the Offer and Acceptance Agreement dated November 23, 2013, which was signed by the
21 buyer and the seller and increased the sales price to \$145,000.00.

22 44. Escrow closed on December 12, 2013.

23 45. The final settlement statement shows that RESPONDENT was paid 100% for
24 the commissions from the \$145,000.00 sale, for a total of \$8,700.00.

25 46. The RESPONDENT failed to make a written disclosure to either the buyer or
26 the seller that they were husband and wife.

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1 **2080 BLOSSOM VIEW DRIVE**

2 47. On or about August 25, 2013, the sellers entered into an Exclusive Right to
3 Sell Contract, which engaged RESPONDENT to list and sell real property located at 2080
4 Blossom View Drive, Sparks, Nevada 89434 with a sales price of \$189,000.00.

5 48. The Exclusive Right to Sell Contract contained a hand written term stating
6 "[b]roker is not obligated to present all offers. Seller expressly waives such obligation.
7 Broker may present to seller any offer which broker believes to be in best interest of seller."

8 49. The RESPONDENT failed to obtain a signature from the sellers on the
9 Division's Waiver Form allowing a licensee to not perform the statutory duty of presenting
10 all offers made regarding the subject property.

11 50. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 51. The MLS listing report shows that RESPONDENT inputted to listing onto the
15 MLS on August 27, 2013, with a buyer's broker commission of \$75.00 and contact
16 information specifying "Do Not Call Agent."

17 52. The MLS listing report also contained private remarks stating "Seller is not
18 accepting back up offers. Do not call agent."

19 53. On or about August 31, 2013, RESPONDENT's husband, Brian Nelson, as the
20 buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
21 Acceptance Agreement to sellers in the amount of \$189,000.00.

22 54. The seller accepted the Offer and Acceptance Agreement on Tuesday,
23 September 3, 2013.

24 55. The Offer and Acceptance Agreement contained an Earnest Money Deposit
25 provision which specified that the buyer would issue a \$5,000.00 earnest money check
26 payable to Great Western Real Estate, to be "held uncashed until acceptance and then
27 deposited within one (1) business day of acceptance with First American Title Company."

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1 56. The Offer and Acceptance Agreement also contained a Short Sale Addendum
2 dated August 31, 2013, signed by both the buyer and seller, which also contained a
3 handwritten term stating that "[e]arnest money to be deposited within (1) business day of
4 seller's acceptance of offer."

5 57. The Receipt for Deposit of the \$5,000.00 Earnest Money Check from First
6 American Title is dated Friday, September 6, 2013, more than one (1) business day after
7 acceptance of the offer.

8 58. The Offer and Acceptance Agreement also contained a term stating that
9 "Seller has agreed, by separate agreement, to pay real estate commissions for services
10 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
11 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
12 relationship."

13 59. As part of the short sale transaction, the parties were required to sign an
14 Affidavit of "Arm's Length Transaction," which specified that "the transaction is
15 characterized by a selling prices and other conditions that would prevail in an open market
16 environment and there are not hidden terms or special understandings that exist between
17 any of the parties involved in the transaction including, but not limited to the buyer, seller,
18 appraiser, broker, sales agent (including, but not limited to the listing agent and seller's
19 agent), closing agent, Lender and/or Servicer."

20 60. RESPONDENT violated the terms of the Affidavit or "Arm's Length
21 Transaction" when they engaged in a scheme to control the offers, limit the open market
22 for the transaction, and ensure a double commission.

23 61. On or about September 3, 2013, at approximately 11:04 p.m., RESPONDENT
24 changed the MLS listing to reflect a buyer's broker commission of 3%.

25 62. Approximately 7 minutes later, at 11:11 p.m., RESPONDENT changed the
26 buyer's broker commission back to \$75.00 on the MLS listing.

27 63. The final settlement statement shows that RESPONDENT was paid 100% of
28 the commissions from the \$189,000.00 sale, for a total of \$11,340.00.

1 64. The RESPONDENT failed to make a written disclosure to either the buyer or
2 the seller that they were husband and wife.

3 **2290 LINDLEY WAY**

4 65. On or about February 20, 2014, the sellers entered into an Exclusive Right to
5 Sell Contract, which engaged RESPONDENT to list and sell real property located at 2290
6 Lindley Way, Reno, Nevada 89509 with a sales price of \$425,000.

7 66. The Exclusive Right to Sell Contract set the compensation for the
8 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
9 a cooperating broker or salesperson that procured a suitable buyer.

10 67. The MLS listing report shows that RESPONDENT inputted to listing onto the
11 MLS on February 22, 2014, with a buyer's broker commission of \$75.00.

12 68. On or about March 13, 2014, RESPONDENT's husband, Brian Nelson, as the
13 buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
14 Acceptance Agreement to sellers in the amount of \$375,000.00.

15 69. The seller accepted the Offer and Acceptance Agreement on March 13, 2014.

16 70. The Offer and Acceptance Agreement also contained a term stating that "Seller
17 has agreed, by separate agreement, to pay real estate commissions for services rendered,
18 at the close of escrow. As published in the MLS 3% of the accepted price, shall be payable
19 to the Buyer's Broker, Great Western Real Estate, irrespective of the agency relationship."

20 71. On or about March 13, 2014, at approximately 8:22 p.m., RESPONDENT
21 changed the MLS listing to reflect a buyer's broker commission of 3%.

22 72. As part of the short sale transaction, as indicated in the NationStar Mortgage
23 short sale approval letter dated July 24, 2014, the parties were required to sign an Affidavit
24 of "Arm's Length Transaction," which was not provided with the RESPONDENT's listing
25 and sales file.

26 73. RESPONDENT violated the terms of the Affidavit or "Arm's Length
27 Transaction" when they engaged in a scheme to control the offers, limit the open market
28 for the transaction, and ensure a double commission.

1 74. After a series of addendums to the Offer and Acceptance Agreement, the sales
2 price was finalized on Addendum # 4 at \$370,000.

3 75. The final settlement statement shows that RESPONDENT was paid 100% of
4 the commissions from the \$370,000.00 sale, for a total of \$22,200.00.

5 76. The RESPONDENT failed to make a written disclosure to either the buyer or
6 the seller that they were husband and wife.

7 77. The sales price for this home was less than the listing price.

8 **7615 HALIFAX DRIVE**

9 78. On or about Saturday, January 11, 2014, the sellers entered into an Exclusive
10 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
11 at 7615 Halifax Drive, Reno, NV 89506 with a sales price of \$107,000.00.

12 79. The Exclusive Right to Sell Contract set the compensation for the
13 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
14 a cooperating broker or salesperson that procured a suitable buyer.

15 80. The Exclusive Right to Sell Contract included a Short Sale Addendum
16 prepared by the RESPONDENT and signed by the seller on January 11, 2014.

17 81. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
18 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
19 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
20 Saturdays, Sundays, and holidays[.]"

21 82. The MLS listing report shows that RESPONDENT inputted the listing onto
22 the MLS, with a buyer's broker commission of \$75.00, on Friday, January 17, 2014, more
23 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
24 Right to Sell Contract.

25 83. On or about May 1, 2014, RESPONDENT's husband, Brian Nelson, as the
26 buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
27 Acceptance Agreement to sellers in the amount of \$80,000.00.

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1 84. The seller accepted the Offer and Acceptance Agreement on Saturday, May 3,
2 2014.

3 85. The Offer and Acceptance Agreement also contained a term stating that
4 "Seller has agreed, by separate agreement, to pay real estate commissions for services
5 rendered, at the close of escrow. As published in the MLS 3% of the accepted price shall be
6 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
7 relationship."

8 86. On or about May 3, 2014, at approximately 12:26 p.m., RESPONDENT
9 changed the MLS listing to reflect a buyer's broker commission of 3%.

10 87. After a series of addendums to the Offer and Acceptance Agreement, the sales
11 price was finalized on Addendum # 3 at \$88,350.

12 88. The final settlement statement shows that RESPONDENT was paid 100% of
13 the commissions from the \$88,350.00 sale, for a total of \$5,301.00.

14 89. The RESPONDENT failed to make a written disclosure to either the buyer or
15 the seller that they were husband and wife.

16 90. The sales price for this home was less than the listing price.

17 **112 MICHAELSEN DRIVE**

18 91. On or about Wednesday, August 21, 2014, the sellers entered into an
19 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
20 property located at 112 Michaelsen Drive, Reno, Fernley, Nevada 89408 with a sales price
21 of \$145,000.00.

22 92. The Exclusive Right to Sell Contract set the compensation for the
23 RESPONDENT at 7 percent of the selling price, but did not specify any compensation for
24 a cooperating broker or salesperson that procured a suitable buyer.

25 93. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
26 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
27 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
28 Saturdays, Sundays, and holidays[.]"

1 94. The MLS listing report shows that RESPONDENT inputted the listing onto
2 the MLS, with a buyer's broker commission of \$75.00, on Thursday, August 28, 2014, more
3 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
4 Right to Sell Contract.

5 95. The MLS listing report also contained private remarks stating "Please do not
6 call agent."

7 96. On or about Sunday, September 21, 2014, RESPONDENT, as the buyer's
8 broker, presented an Offer and Acceptance Agreement to sellers in the amount of
9 \$145,000.00.

10 97. The seller accepted the Offer and Acceptance Agreement on Tuesday,
11 September 23, 2014.

12 98. The Offer and Acceptance Agreement contained an Earnest Money Deposit
13 provision which specified that the buyer would issue a \$100.00 earnest money check
14 payable to First American Title Company, to be "held uncashed until acceptance and then
15 deposited within one (1) business day of acceptance with First American Title Company."

16 99. The Receipt for Deposit of the \$100.00 Earnest Money Check issued by buyer
17 on Sunday, September 21, 2014, from First American Title is dated Friday, September 26,
18 2014, more than one (1) business day after acceptance of the offer.

19 100. The Offer and Acceptance Agreement also contained a term stating that
20 "Seller has agreed, by separate agreement, to pay real estate commissions for services
21 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
22 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
23 relationship."

24 101. The final settlement statement shows that RESPONDENT was paid 100% of
25 the commissions from the \$145,000.00 sale, for a total of \$10,150.00.

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1 **7615 ROLLING CLOUDS DRIVE**

2 102. On or about June 1, 2015, the sellers entered into an Exclusive Right to Sell
3 Contract, which engaged RESPONDENT to list and sell real property located at 7615
4 Rolling Clouds Drive, Reno, Nevada 89506 with a sales price of \$220,000.00.

5 103. The Exclusive Right to Sell Contract set the compensation for the
6 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
7 a cooperating broker or salesperson that procured a suitable buyer.

8 104. The Exclusive Right to Sell Contract included a Short Sale Addendum
9 prepared by the RESPONDENT and signed by the seller on June 1, 2015.

10 105. The MLS listing report shows that RESPONDENT inputted the listing onto
11 the MLS, with a buyer's broker commission of \$75.00, on June 2, 2015.

12 106. On or about Wednesday, June 24, 2015, RESPONDENT's husband, Brian
13 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
14 and Acceptance Agreement to sellers in the amount of \$205,000.00.

15 107. The seller accepted the Offer and Acceptance Agreement on Wednesday, June
16 24, 2015.

17 108. The Offer and Acceptance Agreement also contained a term stating that
18 "Seller has agreed, by separate agreement, to pay real estate commissions for services
19 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
20 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
21 relationship."

22 109. On or about June 25, 2015, at approximately 3:27 p.m., RESPONDENT
23 changed the MLS listing to reflect a buyer's broker commission of 3%.

24 110. The RESPONDENT failed to make a written disclosure to either the buyer or
25 the seller that they were husband and wife.

26 111. The Offer and Acceptance Agreement contained an Earnest Money Deposit
27 provision which specified that the buyer would issue a \$500.00 earnest money check
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1 payable to First American Title Company, to be "held uncashed until acceptance and then
2 deposited within one (1) business day of acceptance with First American Title Company."

3 112. The Offer and Acceptance Agreement also contained a Short Sale Addendum
4 dated Wednesday, June 24, 2015, signed by both the buyer and seller, which also contained
5 a handwritten term stating that "[e]arnest money to be deposited within (1) business day
6 of seller's acceptance of offer."

7 113. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
8 American Title is dated Friday, July 10, 2015, more than one (1) business day after
9 acceptance of the offer.

10 114. The final settlement statement shows that RESPONDENT was paid 100% of
11 the commissions from the \$200,000.00 sale, for a total of \$12,000.00.

12 115. The sales price for this home was less than the listing price.

13 **439 L STREET, SPARKS, NEVADA 89431**

14 116. On or about Wednesday, September 30, 2015, the sellers entered into an
15 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
16 property located at 439 L Street, Sparks, Nevada 89431 with a sales price of \$149,000.00.

17 117. The Exclusive Right to Sell Contract set the compensation for the
18 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
19 a cooperating broker or salesperson that procured a suitable buyer.

20 118. The Exclusive Right to Sell Contract included a Short Sale Addendum
21 prepared by the RESPONDENT and signed by the seller on Wednesday, September 30,
22 2015.

23 119. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
24 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
25 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
26 Saturdays, Sundays, and holidays[.]"

27 120. The MLS listing report shows that RESPONDENT inputted the listing onto
28 the MLS, with a buyer's broker commission of \$75.00, on Monday, October 5, 2015, more

1 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
2 Right to Sell Contract.

3 121. On or about Wednesday, October 14, 2015, RESPONDENT's husband, Brian
4 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
5 and Acceptance Agreement to sellers in the amount of \$130,000.00.

6 122. The seller accepted the Offer and Acceptance Agreement on Wednesday,
7 October 14, 2015.

8 123. The Offer and Acceptance Agreement also contained a term stating that
9 "Seller has agreed, by separate agreement, to pay real estate commissions for services
10 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
11 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
12 relationship."

13 124. On or about October 15, 2015, at approximately 12:15 a.m., RESPONDENT
14 changed the MLS listing to reflect a buyer's broker commission of 3%.

15 125. The RESPONDENT failed to make a written disclosure to either the buyer or
16 the seller that they were husband and wife.

17 126. The Offer and Acceptance Agreement contained an Earnest Money Deposit
18 provision which specified that the buyer would issue a \$500.00 earnest money check
19 payable to First American Title Company, to be "held uncashed until acceptance and then
20 deposited within one (1) business day of acceptance with First American Title Company."

21 127. The Offer and Acceptance Agreement also contained a Short Sale Addendum
22 dated Wednesday, October 14, 2015, signed by both the buyer and seller, which also
23 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
24 business day of seller's acceptance of offer."

25 128. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
26 American Title is dated Friday, October 23, 2015, more than one (1) business day after
27 acceptance of the offer.

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1 129. The final settlement statement shows that RESPONDENT was paid 100% of
2 the commissions from the \$145,000.00 sale, for a total of \$8,700.00.

3 130. The sales price for this home was less than the listing price.

4 **687 WEST CANARY CIRCLE**

5 131. On or about Wednesday, February 20, 2016, the sellers entered into an
6 Exclusive Right to Sell Contract, which engaged RESPONDENT to list and sell real
7 property located at 687 West Canary Circle, Fernley, Nevada 89408 with a sales price of
8 \$219,000.00.

9 132. The Exclusive Right to Sell Contract set the compensation for the
10 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
11 a cooperating broker or salesperson that procured a suitable buyer.

12 133. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
13 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
14 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
15 Saturdays, Sundays, and holidays[.]"

16 134. The MLS listing report shows that RESPONDENT inputted the listing onto
17 the MLS, with a buyer's broker commission of \$75.00, on Thursday, April 14, 2016, more
18 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
19 Right to Sell Contract.

20 135. On or about Wednesday, April 15, 2016, RESPONDENT as the buyer's broker,
21 presented an Offer and Acceptance Agreement to sellers in the amount of \$209,500.00.

22 136. The seller accepted the Offer and Acceptance Agreement on Wednesday, April
23 16, 2016.

24 137. The Offer and Acceptance Agreement contained an Earnest Money Deposit
25 provision which specified that the buyer would issue a \$500.00 earnest money check
26 payable to First American Title Company, to be "held uncashed until acceptance and then
27 deposited within one (1) business day of acceptance with First American Title Company."

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1 138. The First American Title Final Settlement Statement identifies that the
2 \$500.00 Earnest Money Check was deposited on April 26, 2016, more than one (1) business
3 day after acceptance of the offer.

4 139. The final settlement statement shows that RESPONDENT was paid 100% of
5 the commission from the \$209,500.00 sale, for a total of \$12,570.00.

6 140. The sales price for this home was less than the listing price.

7 **6940 FLOWER STREET**

8 141. On or about Wednesday, April 11, 2016, the sellers entered into an Exclusive
9 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
10 at 6940 Flower Street, Reno, Nevada 89506 with a sales price of \$175,000.00.

11 142. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 143. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
15 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
16 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
17 Saturdays, Sundays, and holidays[.]"

18 144. The MLS listing report shows that RESPONDENT inputted the listing onto
19 the MLS, on Thursday, May 5, 2016, more than 48 hours, excluding Saturdays, Sundays,
20 and holidays, after signing the Exclusive Right to Sell Contract.

21 145. On or about Wednesday, April 20, 2016, RESPONDENT as the buyer's broker,
22 presented an Offer and Acceptance Agreement to sellers in the amount of \$175,000.00.

23 146. The seller accepted the Offer and Acceptance Agreement on Wednesday, April
24 21, 2016.

25 147. The Offer and Acceptance Agreement contained an Earnest Money Deposit
26 provision which specified that the buyer would issue a \$500.00 earnest money check
27 payable to First American Title Company, to be "held uncashed until acceptance and then
28 deposited within one (1) business day of acceptance with First American Title Company."

1 148. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
2 American Title is dated Monday, April 25, 2016, more than one (1) business day after
3 acceptance of the offer.

4 149. The Earnest Money Check was dated April 22, 2016.

5 150. The final settlement statement shows that RESPONDENT was paid 100% of
6 the commission from the \$175,000.00 sale, for a total of \$10,000.00.

7 **11560 TUPELO STREET**

8 151. On or about Tuesday, February 9, 2016, the sellers entered into an Exclusive
9 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
10 at 11560 Tupelo Street, Reno, Nevada 89506 with a sales price of \$150,000.00.

11 152. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 153. The Exclusive Right to Sell Contract included a Short Sale Addendum
15 prepared by the RESPONDENT and signed by the seller on Tuesday, February 9, 2016.

16 154. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
17 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
18 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
19 Saturdays, Sundays, and holidays[.]"

20 155. The MLS listing report shows that RESPONDENT inputted the listing onto
21 the MLS with a buyer's broker commission of \$75.00, on Tuesday, February 16, 2016, more
22 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
23 Right to Sell Contract.

24 156. On or about Wednesday, February 24, 2016, RESPONDENT's husband, Brian
25 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
26 and Acceptance Agreement to sellers in the amount of \$150,000.00.

27 157. The seller accepted the Offer and Acceptance Agreement on Thursday,
28 February 25, 2016, at approximately 3:15 p.m.

1 158. The RESPONDENT failed to make a written disclosure to either the buyer or
2 the seller that they were husband and wife.

3 159. The Offer and Acceptance Agreement contained an Earnest Money Deposit
4 provision which specified that the buyer would issue a \$500.00 earnest money check
5 payable to First American Title Company, to be "held uncashed until acceptance and then
6 deposited within one (1) business day of acceptance with First American Title Company."

7 160. The Offer and Acceptance Agreement also contained a Short Sale Addendum
8 dated Thursday, February 25, 2016, signed by both the buyer and seller, which also
9 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
10 business day of seller's acceptance of offer."

11 161. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
12 American Title is dated Thursday, March 3, 2016, more than one (1) business day after
13 acceptance of the offer.

14 162. The Offer and Acceptance Agreement also contained a term stating that
15 "Seller has agreed, by separate agreement, to pay real estate commissions for services
16 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
17 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
18 relationship."

19 163. On or about February 25, 2016, at approximately 4:03 p.m., RESPONDENT
20 changed the MLS listing to reflect a buyer's broker commission of 3%.

21 164. The final settlement statement shows that RESPONDENT was paid 100% of
22 the commissions from the \$150,000.00 sale, for a total of \$9,000.00.

23 **3525 PARQUE VERDE LANE**

24 165. On or about, Thursday, April 14, 2016, the sellers entered into an Exclusive
25 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
26 at 3525 Parque Verde Lane, Reno, NV 89502 with a sales price of \$225,000.00.

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1 166. The Exclusive Right to Sell Contract set the compensation for the
2 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
3 a cooperating broker or salesperson that procured a suitable buyer.

4 167. The Exclusive Right to Sell Contract included a Short Sale Addendum
5 prepared by the RESPONDENT and signed by the seller on or about April 15, 2016.

6 168. The MLS listing report shows that RESPONDENT inputted the listing onto
7 the MLS with a buyer's broker commission of \$75.00, on April 15, 2016.

8 169. On or about Saturday, April 24, 2016, RESPONDENT's husband, Brian
9 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
10 and Acceptance Agreement to sellers in the amount of \$215,000.00.

11 170. The seller accepted the Offer and Acceptance Agreement on Saturday, April
12 24, 2016, at approximately 4:00 p.m.

13 171. The RESPONDENT failed to make a written disclosure to either the buyer or
14 the seller that they were husband and wife.

15 172. The Offer and Acceptance Agreement contained an Earnest Money Deposit
16 provision which specified that the buyer would issue a \$100.00 earnest money check
17 payable to First American Title Company, to be "held uncashed until acceptance and then
18 deposited within one (1) business day of acceptance with First American Title Company."

19 173. The Offer and Acceptance Agreement also contained a Short Sale Addendum
20 dated Saturday, April 24, 2016, signed by both the buyer and seller, which also contained
21 a handwritten term stating that "[e]arnest money to be deposited within (1) business day
22 of seller's acceptance of offer."

23 174. The Receipt for Deposit of the \$100.00 Earnest Money Check from First
24 American Title is dated Tuesday, April 26, 2016, more than one (1) business day after
25 acceptance of the offer.

26 175. The Offer and Acceptance Agreement also contained a term stating that
27 "Seller has agreed, by separate agreement, to pay real estate commissions for services
28 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be

1 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
2 relationship."

3 176. On or about Monday, April 25, 2016, at approximately 10:29 a.m.,
4 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

5 177. The final settlement statement shows that RESPONDENT was paid 100% of
6 the commissions from the \$215,000.00 sale, for a total of \$12,900.00.

7 178. The sales price for this home was less than the listing price.

8 **2261 MATTEONI DRIVE (DECEMBER 30, 2016, CLOSING)**

9 179. On or about Wednesday, April 6, 2016, the sellers entered into an Exclusive
10 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
11 at 2261 Matteoni Drive, Sparks, Nevada 89434 with a sales price of \$160,000.00.

12 180. The Exclusive Right to Sell Contract set the compensation for the
13 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
14 a cooperating broker or salesperson that procured a suitable buyer.

15 181. The Exclusive Right to Sell Contract included a Short Sale Addendum
16 prepared by the RESPONDENT and signed by the seller on or about April 6, 2016.

17 182. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
18 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
19 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
20 Saturdays, Sundays, and holidays[.]"

21 183. The MLS listing report shows that RESPONDENT inputted the listing onto
22 the MLS with a buyer's broker commission of \$75.00, on Saturday, April 23, 2016, more
23 than 48 hours, excluding Saturdays, Sundays, and holidays[.]"

24 184. On or about Monday, May 2, 2016, RESPONDENT's husband, Brian Nelson,
25 as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
26 Acceptance Agreement to sellers in the amount of \$160,000.00.

27 185. The seller accepted the Offer and Acceptance Agreement on Tuesday, May 3,
28 2016 at approximately 1:50 p.m.

1 186. The RESPONDENT failed to make a written disclosure to either the buyer or
2 the seller that they were husband and wife.

3 187. The Offer and Acceptance Agreement also contained a term stating that
4 "Seller has agreed, by separate agreement, to pay real estate commissions for services
5 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
6 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
7 relationship."

8 188. On or about Tuesday, May 3, 2016, at approximately 10:20 p.m.,
9 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

10 189. The final settlement statement shows that RESPONDENT was paid 100 % of
11 the commissions from the \$160,000.00 sale, for a total of \$9,600.00.

12 **2261 MATTEONI DRIVE (APRIL 28, 2017, CLOSING)**

13 190. On or about Tuesday, February 7, 2017, the seller entered into an Exclusive
14 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
15 at 2261 Matteoni Drive, Sparks, Nevada 89434 with a sales price of \$249,900.00.

16 191. The Exclusive Right to Sell Contract set the compensation for the
17 RESPONDENT at 5 percent of the selling price, but did not specify any compensation for
18 a cooperating broker or salesperson that procured a suitable buyer.

19 192. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
20 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
21 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
22 Saturdays, Sundays, and holidays[.]"

23 193. The MLS listing report shows that RESPONDENT inputted the listing onto
24 the MLS, on Saturday, April 29, 2017, more than 48 hours, excluding Saturdays, Sundays,
25 and holidays, after signing the Exclusive Right to Sell Contract.

26 194. On or about Saturday, April 1, 2017, RESPONDENT, as the buyer's broker,
27 presented an Offer and Acceptance Agreement to sellers in the amount of \$260,000.00.

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1 195. The seller accepted the Offer and Acceptance Agreement on Wednesday, April
2 5, 2017.

3 196. The Offer and Acceptance Agreement contained an Earnest Money Deposit
4 provision which specified that the buyer would issue a \$500.00 earnest money check
5 payable to First American Title Company, to be "held uncashed until acceptance and then
6 deposited within one (1) business day of acceptance with First American Title Company."

7 197. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
8 American Title is dated Friday, April 7, 2016, more than one (1) business day after
9 acceptance of the offer.

10 198. The buyer's Earnest Money Check is dated April 6, 2017.

11 199. The final settlement statement shows that RESPONDENT was paid 100% of
12 the commission from the \$260,000 sale, for a total of \$13,000.00.

13 **751 TAHOE BOULEVARD #5**

14 200. On or about December 24, 2016, the sellers entered into an Exclusive Right to
15 Sell Contract, which engaged RESPONDENT to list and sell real property located at 751
16 Tahoe Boulevard, Unit 5, Incline Village, NV 89451 with a sales price of \$155,000.00.

17 201. The Exclusive Right to Sell Contract set the compensation for the
18 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
19 a cooperating broker or salesperson that procured a suitable buyer.

20 202. The Exclusive Right to Sell Contract included a Short Sale Addendum
21 prepared by the RESPONDENT and signed by the seller on December 24, 2016.

22 203. The MLS listing report shows that RESPONDENT inputted the listing onto
23 the MLS with a buyer's broker commission of \$75.00, on Monday, December 26, 2016.

24 204. On or about Thursday, January 26, 2017, RESPONDENT's husband, Brian
25 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
26 and Acceptance Agreement to sellers in the amount of \$150,000.00.

27 205. The seller accepted the Offer and Acceptance Agreement on Thursday,
28 January 26, 2017, at approximately 2:00 p.m.

1 206. The RESPONDENT failed to make a written disclosure to either the buyer or
2 the seller that they were husband and wife.

3 207. The Offer and Acceptance Agreement contained an Earnest Money Deposit
4 provision which specified that the buyer would issue a \$1,000.00 earnest money check
5 payable to First American Title Company, to be "held uncashed until acceptance and then
6 deposited within one (1) business day of acceptance with First American Title Company."

7 208. The Offer and Acceptance Agreement also contained a Short Sale Addendum
8 dated Thursday, January 26, 2017, signed by both the buyer and seller, which also
9 contained a handwritten term stating that "[e]arnest money to be deposited within (1)
10 business day of seller's acceptance of offer."

11 209. The Receipt for Deposit of the \$1,000.00 Earnest Money Check from First
12 American Title is dated Friday, February 3, 2017, more than one (1) business day after
13 acceptance of the offer.

14 210. The Offer and Acceptance Agreement also contained a term stating that
15 "Seller has agreed, by separate agreement, to pay real estate commissions for services
16 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
17 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
18 relationship."

19 211. On or about Friday, January 27, 2017, at approximately 10:28 a.m.,
20 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

21 212. The final settlement statement shows that RESPONDENT was paid 100% of
22 the commission from the \$160,000.00 sale, for a total of \$9,600.00.

23 **1920 TRAINER WAY**

24 213. On or about Tuesday, January 17, 2017, the sellers entered into an Exclusive
25 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
26 at 1920 Trainer Way, Reno, Nevada 89512 with a sales price of \$70,000.00.

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1 214. The Exclusive Right to Sell Contract set the compensation for the
2 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
3 a cooperating broker or salesperson that procured a suitable buyer.

4 215. The Exclusive Right to Sell Contract included a Short Sale Addendum
5 prepared by the RESPONDENT and signed by the seller on Tuesday, January 17, 2017.

6 216. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
7 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
8 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
9 Saturdays, Sundays, and holidays[.]"

10 217. The MLS listing report shows that RESPONDENT inputted the listing onto
11 the MLS with a buyer's broker commission of \$75.00, on Monday, February 13, 2017, more
12 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
13 Right to Sell Contract.

14 218. On or about Tuesday, February 28, 2017, RESPONDENT's husband, Brian
15 Nelson, as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer
16 and Acceptance Agreement to sellers in the amount of \$40,000.00.

17 219. The seller accepted the Offer and Acceptance Agreement on Wednesday,
18 March 1, 2017, at approximately 11:00 a.m.

19 220. The RESPONDENT failed to make a written disclosure to either the buyer or
20 the seller that they were husband and wife.

21 221. The Offer and Acceptance Agreement contained an Earnest Money Deposit
22 provision which specified that the buyer would issue a \$100.00 earnest money check
23 payable to First American Title Company, to be "held uncashed until acceptance and then
24 deposited within one (1) business day of acceptance with First American Title Company."

25 222. The Offer and Acceptance Agreement also contained a Short Sale Addendum
26 dated Wednesday, March 1, 2017, signed by both the buyer and seller, which also contained
27 a handwritten term stating that "[e]arnest money to be deposited within (1) business day
28 of seller's acceptance of offer."

1 223. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
2 American Title is dated Monday, March 6, 2017, more than one (1) business day after
3 acceptance of the offer.

4 224. The Offer and Acceptance Agreement also contained a term stating that
5 "Seller has agreed, by separate agreement, to pay real estate commissions for services
6 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
7 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
8 relationship."

9 225. On or about Wednesday, March 1, 2017, at approximately 11:39 a.m.,
10 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

11 226. The final settlement statement shows that RESPONDENT was paid 100% of
12 the commission from the \$66,500.00 sale, for a total of \$3,900.00.

13 227. The sales price for this home was less than the listing price.

14 **1935 TRAINER WAY**

15 228. On or about Tuesday, January 17, 2017, the sellers entered into an Exclusive
16 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
17 at 1935 Trainer Way, Reno, Nevada 89512 with a sales price of \$70,000.00.

18 229. The Exclusive Right to Sell Contract set the compensation for the
19 RESPONDENT at \$7,500.00, but did not specify any compensation for a cooperating broker
20 or salesperson that procured a suitable buyer.

21 230. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
22 member of the Multiple Listing Service [("MLS")] and a member of the local Association of
23 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
24 Saturdays, Sundays, and holidays[.]"

25 231. The MLS listing report shows that RESPONDENT inputted the listing onto
26 the MLS with a buyer's broker commission of 0.00, on Wednesday, March 15, 2017, more
27 than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive
28 Right to Sell Contract.

1 232. On or about Tuesday, February 7, 2017, RESPONDENT as the buyer's broker,
2 presented an Offer and Acceptance Agreement to sellers in the amount of \$70,000.00.

3 233. The seller accepted the Offer and Acceptance Agreement on Thursday,
4 February 9, 2017, at approximately 2:30 p.m.

5 234. The Offer and Acceptance Agreement contained an Earnest Money Deposit
6 provision which specified that the buyer would issue a \$500.00 earnest money check
7 payable to First American Title Company, to be "held uncashed until acceptance and then
8 deposited within one (1) business day of acceptance with First American Title Company."

9 235. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
10 American Title is dated Wednesday, February 15, 2017, more than one (1) business day
11 after acceptance of the offer.

12 236. The final settlement statement shows that RESPONDENT was paid 100% of
13 the commissions from the \$70,000.00 sale, for a total of \$7,500.00.

14 **3525 W. PLUMB LANE**

15 237. On or about Thursday, May 11, 2017, the sellers entered into an Exclusive
16 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
17 at 3525 W. Plumb Lane, Reno, Nevada 89509 with a sales price of \$440,000.00.

18 238. The Exclusive Right to Sell Contract set the compensation for the
19 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
20 a cooperating broker or salesperson that procured a suitable buyer.

21 239. The Exclusive Right to Sell Contract included a Short Sale Addendum
22 prepared by the RESPONDENT and signed by the seller on Wednesday, May 11, 2017.

23 240. The MLS listing report shows that RESPONDENT inputted the listing onto
24 the MLS with a buyer's broker commission of \$75.00, on Friday, May 12, 2017.

25 241. On or about Sunday, May 21, 2017, RESPONDENT's husband, Brian Nelson,
26 as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
27 Acceptance Agreement to sellers in the amount of \$440,000.00.

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1 242. The seller accepted the Offer and Acceptance Agreement on Tuesday, May 21,
2 2017, at approximately 4:30 p.m.

3 243. The RESPONDENT failed to make a written disclosure to either the buyer or
4 the seller that they were husband and wife.

5 244. The Offer and Acceptance Agreement contained an Earnest Money Deposit
6 provision which specified that the buyer would issue a \$1,000.00 earnest money check
7 payable to First American Title Company, to be "held uncashed until acceptance and then
8 deposited within one (1) business day of acceptance with First American Title Company."

9 245. The Offer and Acceptance Agreement also contained a Short Sale Addendum
10 dated Sunday, May 21, 2017, signed by both the buyer and seller, which also contained a
11 handwritten term stating that "[e]arnest money to be deposited within (1) business day of
12 seller's acceptance of offer."

13 246. The Receipt for Deposit of the \$1,000.00 Earnest Money Check from First
14 American Title is dated Wednesday, May 31, 2017, more than one (1) business day after
15 acceptance of the offer.

16 247. The Offer and Acceptance Agreement also contained a term stating that
17 "Seller has agreed, by separate agreement, to pay real estate commissions for services
18 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
19 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
20 relationship."

21 248. On or about Monday, May 22, 2017, at approximately 12:09 a.m.,
22 RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

23 249. Wells Fargo, the seller's mortgage servicer, sent a letter to seller dated July
24 10, 2017, which was contained in RESPONDENT's listing and sales file, identifying that
25 "the sale must be an "arm's length transaction," which means "the parties to the
26 transaction (buyer, seller, and their respective agents) cannot have a close personal or
27 business relationship."

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1 250. The July 10, 2017, Wells Fargo Letter also stated that “[a]ll parties to the
2 transaction must agree to the conditions of the short sale affidavit[;]” however, the
3 RESPONDENT failed to include a copy of the short sale affidavit in her listing and sales
4 file that was provided to the Division.

5 251. The final settlement statement shows that RESPONDENT was paid 100% of
6 the commissions from the \$460,000.00 sale, for a total of \$27,600.00.

7 **935 NEVADA STREET**

8 252. On or about Wednesday, May 31, 2017, the sellers entered into an Exclusive
9 Right to Sell Contract, which engaged RESPONDENT to list and sell real property located
10 at 935 Nevada Street, Reno, Nevada 89503 with a sales price of \$205,000.00.

11 253. The Exclusive Right to Sell Contract set the compensation for the
12 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
13 a cooperating broker or salesperson that procured a suitable buyer.

14 254. The Exclusive Right to Sell Contract stated that the RESPONDENT “is a
15 member of the Multiple Listing Service [(“MLS”)] and a member of the local Association of
16 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
17 Saturdays, Sundays, and holidays[.]”

18 255. The MLS listing report shows that RESPONDENT inputted the listing onto
19 the MLS with a buyer’s broker commission of 0.00 on Wednesday, September 20, 2017,
20 more than 48 hours, excluding Saturdays, Sundays, and holidays, after signing the
21 Exclusive Right to Sell Contract.

22 256. On or about Friday, July 7, 2017, RESPONDENT as the buyer’s broker,
23 presented an Offer and Acceptance Agreement to sellers in the amount of \$205,000.00.

24 257. The seller accepted the Offer and Acceptance Agreement on Saturday, July 8,
25 2017, at approximately 12:10 p.m.

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1 258. The Offer and Acceptance Agreement contained an Earnest Money Deposit
2 provision which specified that the buyer would issue a \$2,000.00 earnest money check
3 payable to First American Title Company, to be “held uncashed until acceptance and then
4 deposited within one (1) business day of acceptance with First American Title Company.”

5 259. The Receipt for Deposit of the \$2,000.00 Earnest Money Check from First
6 American Title is dated Tuesday, July 11, 2017, more than one (1) business day after
7 acceptance of the offer.

8 260. The final settlement statement shows that RESPONDENT was paid 100% of
9 the commissions from the \$205,000.00 sale, for a total of \$12,300.00.

10 **945 LOCOMOTIVE WAY**

11 261. On or about Monday, June 5, 2017, the sellers entered into an Exclusive Right
12 to Sell Contract, which engaged RESPONDENT to list and sell real property located at 945
13 Locomotive Way, Sparks, Nevada 89434 with a sales price of \$235,000.00.

14 262. The Exclusive Right to Sell Contract set the compensation for the
15 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
16 a cooperating broker or salesperson that procured a suitable buyer.

17 263. The Exclusive Right to Sell Contract stated that the RESPONDENT “is a
18 member of the Multiple Listing Service [(“MLS”)] and a member of the local Association of
19 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
20 Saturdays, Sundays, and holidays[.]”

21 264. The MLS listing report shows that RESPONDENT inputted the listing onto
22 the MLS with a buyer’s broker commission of 0.00, on Monday, October 23, 2017, more than
23 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive Right to
24 Sell Contract.

25 265. On or about Friday, July 7, 2017, RESPONDENT, as the buyer’s broker,
26 presented an Offer and Acceptance Agreement to sellers in the amount of \$235,000.00.

27 266. The seller accepted the Offer and Acceptance Agreement on Tuesday, July 18,
28 2017 at approximately 12:30 p.m.

1 267. The Offer and Acceptance Agreement contained an Earnest Money Deposit
2 provision which specified that the buyer would issue a \$500.00 earnest money check
3 payable to First American Title Company, to be "held uncashed until acceptance and then
4 deposited within one (1) business day of acceptance with First American Title Company."

5 268. The Receipt for Deposit of the \$500.00 Earnest Money Check from First
6 American Title is dated Thursday, July 27, 2017, more than one (1) business day after
7 acceptance of the offer.

8 269. The Offer and Acceptance Agreement also contained a term stating that
9 "Seller has agreed, by separate agreement, to pay real estate commissions for services
10 rendered, at the close of escrow. As published in the MLS 6% of the accepted price, shall be
11 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
12 relationship."

13 270. The final settlement statement shows that RESPONDENT was paid 100% of
14 the commissions from the \$235,000.00 sale, for a total of \$14,100.00.

15 **7280 GEMSTONE DRIVE**

16 271. On or about Friday, June 9, 2017, the sellers entered into an Exclusive Right
17 to Sell Contract, which engaged RESPONDENT to list and sell real property located at
18 7280 Gemstone Drive, Reno, Nevada 89511, with a sales price of \$240,000.00.

19 272. The Exclusive Right to Sell Contract set the compensation for the
20 RESPONDENT at 6 percent of the selling price, but did not specify any compensation for
21 a cooperating broker or salesperson that procured a suitable buyer.

22 273. The Exclusive Right to Sell Contract included a Short Sale Addendum
23 prepared by the RESPONDENT and signed by the seller on Friday, June 9, 2017.

24 274. The Exclusive Right to Sell Contract stated that the RESPONDENT "is a
25 member of the Multiple Listing Service ["MLS"] and a member of the local Association of
26 Realtors®, and that this listing will be filed with said service within 48 hours, excluding
27 Saturdays, Sundays, and holidays[.]"

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1 275. The MLS listing report shows that RESPONDENT inputted the listing onto
2 the MLS with a buyer's broker commission of \$75.00, on Friday, July 14, 2017, more than
3 48 hours, excluding Saturdays, Sundays, and holidays, after signing the Exclusive Right to
4 Sell Contract.

5 276. On or about Monday, July 31, 2017, RESPONDENT's husband, Brian Nelson,
6 as the buyer's agent, and RESPONDENT, as the buyer's broker, presented an Offer and
7 Acceptance Agreement to sellers in the amount of \$225,000.00.

8 277. The seller accepted the Offer and Acceptance Agreement on August 1, 2017,
9 at approximately 12:40 p.m.

10 278. The RESPONDENT failed to make a written disclosure to either the buyer or
11 the seller that they were husband and wife.

12 279. The Offer and Acceptance Agreement contained an Earnest Money Deposit
13 provision which specified that the buyer would issue a \$500.00 earnest money check
14 payable to First American Title Company, to be "held uncashed until acceptance and then
15 deposited within one (1) business day of acceptance with First American Title Company."

16 280. The Offer and Acceptance Agreement also contained a Short Sale Addendum
17 dated Tuesday, August 1, 2017, signed by both the buyer and seller, which also contained
18 a handwritten term stating that "[e]arnest money to be deposited within (1) business day
19 of seller's acceptance of offer."

20 281. The First American Title Final Settlement Statement identifies that the
21 \$500.00 Earnest Money Check was deposited on Friday, October 6, 2017, more than one (1)
22 business day after acceptance of the offer.

23 282. The Offer and Acceptance Agreement also contained a term stating that
24 "Seller has agreed, by separate agreement, to pay real estate commissions for services
25 rendered, at the close of escrow. As published in the MLS 3% of the accepted price, shall be
26 payable to the Buyer's Broker, Great Western Real Estate, irrespective of the agency
27 relationship."

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283. On or about August 2, 2017, at approximately 10:39 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

284. On or about August 19, 2017, at approximately 7:51 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of \$75.00.

285. On or about August 28, 2017, at approximately 1:41 p.m., RESPONDENT changed the MLS listing to reflect a buyer's broker commission of 3%.

286. The final settlement statement shows that RESPONDENT was paid 100% of the \$225,000.00 sale, for a total of \$13,500.00.

287. The sales price for this home was less than the listing price.

CONCLUSIONS OF LAW

RESPONDENT has committed the following violations of law:

1. RESPONDENT violated NRS 645.633(1)(h) and/or NAC 645.605(6), on each of the 21 listings, by not dealing fairly with the sellers for the properties in question by obstructing the fair market and limiting prospective buyers by offering an undesirable commission, or no commission, to the buyer's broker; thereby, not representing the sellers of the property with absolute fidelity.

2. RESPONDENT violated NRS 645.252 and/or NRS 645.630(1)(k) on 18 occasions, including the listings for 296 E. Quail St; 14070 Tourmaline Dr.; 2080 Blossom View Dr.; 112 Michaelsen Dr.; 7615 Rolling Clouds Dr.; 439 L St.; 987 West Canary Circle; 6940 Flower St.; 11560 Tupelo St.; 3252 Parque Verde Lane; 2261 Matteoni Drive (4/28 Closing); 751 Tahoe Blvd., #5; 1920 Trainer Way; 1935 Trainer Way; 3525 W. Plumb Lane; 935 Nevada St.; 945 Locomotive Way; and 7280 Gemstone Drive, by failing to exercise reasonable skill and care to ensure that the buyer's earnest money was timely deposited within one (1) business day of the seller's acceptance, in accordance with the provisions of the Offer and Acceptance Agreement and, where applicable the Short Sale Addendum.

3. RESPONDENT violated NRS 645.630(1)(f) and/or NRS 645.252(2) on 3 occasions, including the listings for 296 E. Quail St; 14070 Tourmaline Dr.; 2080 Blossom View Dr., by failing to exercise reasonable skill and care to ensure that the buyer's earnest

1 money check, which named RESPONDENT's Brokerage as the payee, was accounted for
2 within a reasonable time and remitted to the identified title and escrow company.

3 **ORDER**

4 IT IS HEREBY ORDERED that Respondent shall pay to the Division a total fine of
5 \$222,489.22. The total fine reflects a disciplinary penalty of \$5,000.00 per violation for
6 each of the 42 violations, totaling \$210,000.00, as well as \$12,489.22 for the Division's
7 investigation and hearing costs. Respondent shall pay the total fine to the Division within
8 one (1) year of the effective date of this Order. The Division may institute debt collection
9 proceedings for failure to timely pay the total fine.

10 IT IS FURTHER ORDERED that Respondent's Real Estate Broker's License is
11 revoked.

12 The Commission retains jurisdiction for correcting any errors that may have
13 occurred in the drafting and issuance of this Decision.

14 This Order shall become effective on the 5th day of October, 2019.

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16 DATED this 5th day of Sept., 2019.

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18 REAL ESTATE COMMISSION
19 STATE OF NEVADA

20 By: 
21 President, Nevada Real Estate Commission
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