

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

**FILED**

DEC 16 2020

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

Case No. 2018-1056

REAL ESTATE COMMISSION  
BY Emily Hattie

Petitioner,

vs.

JAMES LEVY,

Respondent.

**STIPULATION AND ORDER  
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"), by and through their attorney of record, Karissa D. Neff, Deputy Attorney General, and James Levy ("RESPONDENT"), by and through his attorney of record, Kyle A. Ewing, of Greenberg Traurig LLP.

In conducting activities alleged herein, RESPONDENT engaged in certain 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 chapter 645 and NAC chapter 645.

**SUMMARY OF FACTUAL ALLEGATIONS**

The Division's Complaint alleges the following:

1. At all times relevant to this Complaint, RESPONDENT was licensed by the Division as a Real Estate Broker-Salesperson, BS.0051166.LLC.

2. For a period of approximately three months in 2014, RESPONDENT listed for sale a vacant parcel located at 950 W. Vondell Drive, Pahrump, Nevada, Assessor's Parcel No. 036-342-03 ("950 W. Vondell").

1           3. RESPONDENT had listed 950 W. Vondell at the request of Jeffrey L Picklin  
2 (Mr. Picklin).

3           4. Ownership of 950 W. Vondell was in the name of Gwendolyn Picklin or the  
4 Estate of Gwendolyn Picklin ("Ms. Picklin"), as Ms. Picklin had died in the 1980s.

5           5. RESPONDENT stated that Mr. Picklin, a lawyer from Illinois, claimed that he  
6 and his sister, Lauren Hoffman ("Ms. Hoffman"), had authority to sell 950 W. Vondell based  
7 on an affidavit that they were the sole heirs of Gwendolyn and the death certificates of  
8 their parents.

9           6. Nevada law actually required a judicial order for Mr. Picklin and Ms. Hoffman  
10 to sell of 950 W. Vondell. NRS 148.260-.280.

11           7. RESPONDENT's broker at the time, Shawna Sonnenberg, ordered that the  
12 listing be discontinued.

13           8. On or about April 21, 2015, RESPONDENT, as seller, and Pablo Pascual Varills  
14 Montero and Nataly Pueblas-Enriquez, as buyers ("Buyers"), entered into a "Vacant Land  
15 Purchase Agreement" ("the Agreement") whereby Buyers would purchase 950 W. Vondell  
16 from RESPONDENT for \$10,000.

17           9. The Agreement was subject to broker approval.

18           10. The Agreement was subject to and only binding upon RESPONDENT  
19 successfully acquiring 950 W. Vondell.

20           11. RESPONDENT presented to Buyers a form 525, "Duties Owed by a Nevada Real  
21 Estate Licensee," which Buyers signed on April 21, 2015.

22           12. On May 22, 2015, Mr. Picklin and Ms. Hoffman signed a Grant, Bargain and  
23 Sale deed as "heirs of Gwendolyn Picklin Estate," which deed purported to transfer 950 W.  
24 Vondell to RESPONDENT for \$7,920.

25           13. No court order approving the sale to RESPONDENT was obtained.

26           14. On May 26, 2015, RESPONDENT signed a Grant, Bargain and Sale deed  
27 purporting to transfer 950 W. Vondell to Buyers for \$10,000.

1 15. Six months later, Buyers were notified by the Office of the Nye County Recorder  
2 that they were not owners of 950 W. Vondell.

3 16. The owner of 950 W. Vondell showing on Nye County records remains  
4 Gwendolyn.

### 5 SUMMARY OF ALLEGED VIOLATIONS OF LAW

6 17. RESPONDENT violated NRS 645.633(1)(h) or (i) by arranging for Buyers to  
7 enter into a transaction in which RESPONDENT knew or should have known Buyers  
8 would not receive proper title.

### 9 PROPOSED SETTLEMENT

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

13 1. RESPONDENT agrees to pay Pablo Pascual Varills Montero ("Montero") \$10,000 in  
14 restitution ("Amount Due") payable within one year beginning on January 1, 2021. The  
15 Amount Due shall be payable to Montero in four equal installments of \$2,500.00 due to  
16 Montero on January 1, 2021, May 1, 2021, September 1, 2021, and on January 1, 2022.  
17 Notwithstanding the foregoing, RESPONDENT may prepay the Amount Due or the  
18 remaining balance due on the Amount Due at any time prior to the installment dates.

19 2. RESPONDENT shall provide proof to the Division that each installment towards  
20 the Amount Due was paid in full to Montero within 30 days of making the installment  
21 payment. A copy of the check or other form of payment and record of mailing to Montero  
22 shall satisfy this requirement, provided that said payment clears.

23 3. RESPONDENT shall also pay the Division a total of \$2,987.44 (the "Division  
24 Payment"), consisting of a fine of \$2,000 (the "Division Fine") and \$987.44 in the Division's  
25 attorneys' fees and costs (the "Division Costs"). The Division Payment shall be payable  
26 within 6 months of the Commission's order approving this settlement.

27 4. RESPONDENT and the Division agree that by entering into this Stipulation, the  
28 Division does not concede any defense or mitigation RESPONDENT may assert and that

1 once this Stipulation is approved and fully performed, the Division will close its file in this  
2 matter. Likewise, RESPONDENT does not make any admission to any allegation recited  
3 above, violation or liability by entering into this Stipulation.

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

17 6. Each party shall bear their own attorney's fees and costs, except as provided  
18 above.

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

25 8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or  
26 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw  
27 from this Stipulation, and the Division may pursue its Complaint before the Commission.  
28 This Stipulation then shall become null and void and unenforceable in any manner against

1 either party.

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

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

24       11. Default. In the event of default under this Stipulation, RESPONDENT agrees  
25 that his license shall be immediately suspended, and that the unpaid balance of the  
26 Amount Due shall be due to Montero, and the Division Payment shall be due to the Division  
27 within ten calendar days of the date of default, along with any attorneys' fees and costs  
28 that may have been incurred by the Division related to the default. In the event

1 RESPONDENT cures the default, and/or makes payment of the unpaid balance of the  
2 Amount Due and the Division Payment within ten calendar days of the day of default, and  
3 provides to the Division of proof of the same consistent with Paragraph 2 of this Stipulation.  
4 the Division agrees to immediately reinstate RESPONDENT'S license. Debt collection  
5 actions for unpaid monetary assessments in this case may be instituted by the Division or  
6 its assignee.

7 12. RESPONDENT has signed and dated this Stipulation only after reading and  
8 understanding all terms herein.

9  
10 DATED this 6~~th~~ day of December, 2020. DATED this 14 day of December, 2020.

11  
12 NEVADA DEPARTMENT OF BUSINESS  
13 & INDUSTRY, REAL ESTATE DIVISION

14 By: 

15 JAMES LEVY

14 By: 

15 SHARATH CHANDRA  
16 Administrator

17 Approved as to form:

18  
19 By: /s/ Kyle A. Ewing

20 KYLE A. EWING (Bar No. 14051)  
21 Greenberg Traurig LLP  
22 10845 Griffith Peak Drive, Suite 600  
23 Las Vegas, NV 89135  
24 Attorneys for RESPONDENT

25 AARON D. FORD  
26 Attorney General

26 By: 

27 Karissa D. Neff (Bar No. 9133)  
28 Deputy Attorney General  
555 E. Washington Avenue, Suite 3900

1 Las Vegas, NV 89101  
2 Attorneys for Real Estate Division  
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6

7 ORDER

8 IT IS ORDERED that the foregoing Stipulation and Order for Settlement of  
9 Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.  
10

11 Dated: December 7, 2020  
12


13 REAL ESTATE COMMISSION  
14 STATE OF NEVADA  
15

16 By:   
17 President, Nevada Real Estate Commission  
18

19 Submitted by:  
20

21 AARON FORD, Attorney General  
22

23 By:

24   
25 Karissa D. Neff  
26 Deputy Attorney General  
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