

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

FILED

SEP 10 2020

REAL ESTATE COMMISSION
BY *Evelyn Tattle*

Case No. 2018-1542

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

Petitioner,

vs.

JOSHUA MICHAELI,

Respondent.

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), and Joshua Michaeli ("RESPONDENT").

JURISDICTION

Division contends that at all relevant times mentioned in this Complaint that RESPONDENT conducted activities for which a license or permit is required by NRS Chapter 645 and is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

FACTUAL ALLEGATIONS

1. RESPONDENT is not licensed as a broker, broker-salesperson or sales person under NRS Chapter 645 and does not hold a property management permit.
2. On or about November 1, 2018, the Division received a complaint that RESPONDENT may have been conducting activity for which a license or permit is required under NRS Chapter 645.
3. Previously, on June 14, 2018, the Division had issued an order to RESPONDENT to cease and desist from actions that require a license or permit in the State of Nevada from the Nevada Real Estate Division.

...
...

1 4. The Division alleges its investigation of the November 1, 2018 complaint uncovered that
2 RESPONDENT assisted a client or clients by doing one or more of the following: finding properties,
3 open escrow, close escrow and manage and sell properties, all of which he was not an owner.

4 5. RESPONDENT utilized the multiple listing services as a contact person to market the
5 following properties:

- 6 a. 8600 W. Charleston Blvd, #2036, Las Vegas, Nevada 91034
- 7 b. 460 Rexford Drive, #2104, Henderson, Nevada 89011
- 8 c. 2801 N. Rainbow Blvd, # 203, Las Vegas, Nevada 89108
- 9 d. 7100 Pirates Cove Road, #1092, Las Vegas, Nevada 89108

10 6. RESPONDENT was listed as and signed lease agreements as the owner or landlord for
11 the following properties:

- 12 a. 460 Rexford Drive, #2104, Henderson, Nevada 89011
- 13 b. 2801 N. Rainbow Blvd, # 203, Las Vegas, Nevada 89108
- 14 c. 7100 Pirates Cove Road, #1092, Las Vegas, Nevada 89108

15 7. RESPONDENT could not establish ownership in any of the above-listed properties to
16 the satisfaction of the Division.

17 8. On November 6, 2018, the Division issued an order to RESPONDENT to cease and
18 desist from actions that require a license or permit in the State of Nevada from the Nevada Real Estate
19 Division.

20 VIOLATIONS

21 RESPONDENT has committed the following violations of law:

22 9. RESPONDENT violated NRS 645.230(1)(a) or (b) four (4) times by knowingly
23 engaging the business of, acting in the capacity of, advertising or assuming to act as a real estate
24 broker, real estate broker-salesperson or real estate salesperson within the State of Nevada without first
25 obtaining the appropriate from the Real Estate Division, or a property manager within the State of
26 Nevada without first obtaining from the Real Estate Division one of those licenses and a permit to
27 engage in property management.

28 ...

1 **DISCIPLINE AUTHORIZED**

2 10. Pursuant to NRS 645.230 and NRS 645.235, the Commission is empowered to
3 impose an administrative fine per violation against RESPONDENT that may not exceed the amount of
4 any gain or economic benefit that the person derived from the violation or \$5,000 per violation,
5 whichever is greater.

6 11. Additionally, under NRS Chapter 622, the Commission is authorized to impose costs
7 of the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
8 Commission otherwise imposes discipline on RESPONDENT.

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

11 **PROPOSED STIPULATION AGREEMENT**

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

15 a. RESPONDENT agrees to pay \$6,670.84 to the Division by October 31, 2020. The
16 amount includes a \$4,000.00 fine and \$2,670.84 to cover the Division's
17 investigatory costs and attorneys' fees.

18 b. RESPONDENT agrees to cease any unlicensed activity.

19 2. RESPONDENT and the Division agree that by entering into this Stipulation, the
20 Division does not concede any defense or mitigation RESPONDENT may assert and that once this
21 Stipulation is approved and fully performed, the Division will close its file in this matter. Nothing
22 herein prevents proof and giving consideration to acts complained of in this matter in determining or
23 penalizing a future violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter
24 645.

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

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

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

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

14 6. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
15 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation,
16 and the Division may pursue its Complaint before the Commission. This Stipulation then shall become
17 null and void and unenforceable in any manner against either party.

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

27 8. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the
28 State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their

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

7 9. Default. In the event of default, RESPONDENT agrees the unpaid balance of the
8 administrative fine and costs, together with any attorney's fees and costs that may have been assessed,
9 shall be due in full to the Division within ten calendar days of the date of default. Debt collection
10 actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee.

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

13 DATED this 31 day of ~~September~~^{August}, 2020

DATED this 3 day of September 2020.

14
15
16 By: 
17 JOSHUA MICHAELI

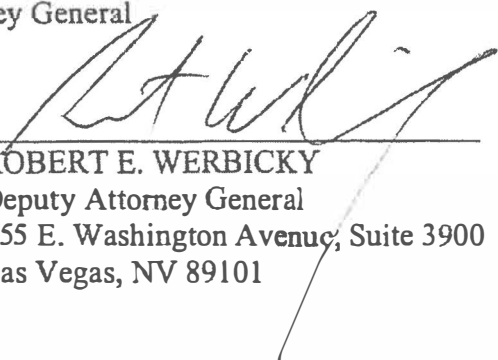
NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY REAL ESTATE DIVISION

18
19 By: 
20 SHARATH CHANDRA
21 Administrator

22 Approved as to form:

23 AARON D. FORD
24 Attorney General

FELD LAW

25 By: 
26 ROBERT E. WERBICKY
27 Deputy Attorney General
28 555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

By: _____
JON E. FELD, ESQ

1 representative capacities, against any and all claims, suits, and actions brought against said persons
2 and/or entities by reason of the Division's investigation, this disciplinary action, and all other matters
3 relating thereto, and against any and all expenses, damages, and costs, including court costs and
4 attorney fees, which may be sustained by the persons and/or entities named in this section as a result of
5 said claims, suits, and actions.

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7 administrative fine and costs, together with any attorney's fees and costs that may have been assessed,
8 shall be due in full to the Division within ten calendar days of the date of default. Debt collection
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10 11. RESPONDENT has signed and dated this Stipulation only after reading and
11 understanding all terms herein.

12 DATED this ____ day of September, 2020

DATED this ____ day of September 2020.

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

15 By: _____
16 JOSHUA MICHAELI

By: _____
SHARATH CHANDRA
Administrator

17
18 Approved as to form:

19 AARON D. FORD
20 Attorney General

FELD LAW

21 By: _____
22 ROBERT E. WERBICKY
23 Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

By: /s/ Jon E. Feld
JON E. FELD, ESQ

1 BEFORE THE REAL ESTATE COMMISSION

2 STATE OF NEVADA

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

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7 vs.

8 JOSHUA MICHAELI,

9 Respondent.

10 ORDER APPROVING STIPULATION

11 This Stipulation for Settlement of Disciplinary Action ("Stipulation") having come before the
12 Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular
13 agenda on September 2, 2020 and the Commission being fully apprised of the terms and good cause
14 appearing,

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

17 This Order shall become effective on the 2nd day of September 2020.

18
19 Dated this 10th day of September 2020.

20
21 NEVADA REAL ESTATE COMMISSION

22
23 By: 

24 [Print Name]

DEVIN REISS

25 Commission President