

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

SEP 11 2020

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

Case No. 2018-1619

REAL ESTATE COMMISSION

BY Evelyn Pattle

Petitioner,

**STIPULATION AND ORDER
FOR SETTLEMENT**

vs.

ASHAN PERERA,

Respondent.

This Stipulation and Order for Settlement ("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 Ashan Perera ("RESPONDENT"), by and through his attorney of record, Paul Connaghan of Connaghan Law, LLC.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a broker 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 SET FORTH IN THE COMPLAINT

1. RESPONDENT was licensed by the Division as a salesperson under license number S.0078376.LLC, issued on April 11, 2008, said license having expired on April 30, 2019.
2. On November 1, 2018, Sheyanthi Welikala ("Complainant") filed a complaint with the Division alleging in part, that RESPONDENT should not hold a real estate license, and was convicted in a domestic violence case.
3. On June 7, 2014, RESPONDENT was charged with a misdemeanor count of domestic battery.
4. On September 16, 2014, RESPONDENT pled nolo contendere to domestic battery. On September 23, 2014, the Clark County Justice Court dismissed the charges against RESPONDENT.

1 5. When RESPONDENT renewed his license with the Division, when answering Question No. 9
2 which states, "Have you ever been convicted of, or entered a plea of guilty, guilty but mentally ill or nolo
3 contendere to a misdemeanor, gross misdemeanor, or felony within your renewal period on March 30,
4 2017," RESPONDENT responded "no."

5 6. On November 28, 2018, the Division properly notified RESPONDENT it was opening an
6 investigation based on the complaint and requested a response.

7 7. RESPONDENT responded to the Division.

8 8. In his response to the Division, RESPONDENT stated that he was married to Complainant but
9 that they divorced in October of 2013.

10 9. RESPONDENT further stated in his response, that in June of 2014 the Complainant made a false
11 domestic violence claim against him but that he had hired an attorney who successfully dismissed the
12 charges and the case.

13 10. On April 9, 2019, RESPONDENT was properly notified by the Division that it was bringing a
14 complaint for disciplinary action against him before the Nevada Real Estate Commission.

15 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

16 11. RESPONDENT violated NRS 645.633(1)(i) by engaging in in deceitful and/or dishonest
17 dealings by responding "no" to the Division's Question No. 9 when asked if he had been convicted of,
18 or entered a plea of guilty, guilty but mentally ill or nolo contendere to a misdemeanor, gross
19 misdemeanor, or felony within your renewal period on March 30, 2017. RESPONDENT's answer of
20 "no" was deceitful and/or dishonest because RESPONDENT pled nolo contendere to a domestic violence
21 misdemeanor charge on September 16, 2014.

22 **DISCIPLINE AUTHORIZED**

23 1. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose an
24 administrative fine of up to \$10,000 per violation against RESPONDENT and further to suspend, revoke
25 or place conditions on the license of RESPONDENT.

26 2. Additionally, under NRS Chapter 622, the Commission is authorized to impose costs of
27 the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
28 Commission otherwise imposes discipline on RESPONDENT.

1 3. Therefore, the Division requests that the Commission take such disciplinary action as it
2 deems appropriate under the circumstances.

3 **PROPOSED SETTLEMENT**

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

7 1. RESPONDENT agrees to pay the Division a total amount of \$937.44 ("Amount Due").
8 consisting of \$100.00 to the Division and \$837.44 to the Division for its pre-hearing costs and
9 attorneys' fees.

10 2. The Amount Due shall be payable to the Division within 60 days of the entry of the Order
11 approving this Settlement.

12 3. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
13 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
14 approved and fully performed, the Division will close its file in this matter.

15 4. RESPONDENT and the Division agree that for purposes of this action, the Division is
16 pursuing only RESPONDENT's alleged violation of NRS 645.633(1)(i)- that RESPONDENT violated
17 the statute by responding "no" to the Division's Question No. 9 when asked if he had been convicted
18 of, or entered a plea of guilty, guilty but mentally ill or nolo contendere to a misdemeanor, gross
19 misdemeanor, or felony within his renewal period on March 30, 2017, because RESPONDENT had
20 entered into a nolo plea. The Division is not seeking to relitigate the domestic violence case brought by
21 Complainant.

22 5. RESPONDENT does not make any admission to any violation or liability by entering into
23 this Stipulation. RESPONDENT categorically denies that he engaged in any activities constituting
24 domestic violence or is a violent individual as alleged by Complainant. Complainant's Justice Court
25 case against RESPONDENT resulted in a nolo plea by RESPONDENT and dismissal of that case,
26 resulting in no conviction. RESPONDENT contends that he believed that because the Justice Court
27 case resulted in dismissal at the time he responded to the Division's investigation and upon renewal of
28 his license when he answered Question 9, he didn't understand the ramifications of the Justice Court
29 case's dismissal based on his nolo plea and was under the impression the dismissal eliminated his nolo
30 plea.

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

12 7. Each party shall bear their own attorney's fees and costs, except as provided above.

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

18 9. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests amendments
19 unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and the Division
20 may pursue its Complaint before the Commission. This Stipulation then shall become null and void and
21 unenforceable in any manner against either party.

22 10. Release. In consideration of the execution of this Stipulation, the Division agrees that
23 RESPONDENT is forever released from all charges, claims and investigations by the Division its agents,
24 representatives, and employees arising from and related to the facts and circumstances alleged in
25 Complainant's complaint and the Division's above-referenced complaint of April 9, 2020 against
26 RESPONDENT, which, upon approval of this Stipulation by the Commission, the Division's complaint
27 shall be forever dismissed and the Division and all its agents, representatives and employees shall never
28 prosecute RESPONDENT related to all matters, facts, and circumstances arising from the Division's
complaint and Complainant's complaint in this case. RESPONDENT, himself, his heirs, executors,

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

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

17 12. Default. In the event of default under this Stipulation, RESPONDENT agrees that that the
18 unpaid balance of the Amount Due, together with any attorneys' fees and costs that may have been
19 assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt
20 collection actions for unpaid monetary assessments in this case may be instituted by the Division or its
21 assignee.

22 13. RESPONDENT has signed and dated this Stipulation only after reading and understanding
23 all terms herein.

24 DATED this 21st day of September, 2020.

25 DATED this 8 day of September, 2020.

26 By:

27 ASHIAN PERERA

28 By:

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator

1 Approved as to form:

2
3 By: 

4 Paul R. Connaghan (Bar No. 3299)
5 Connaghan Law, LLC
6 7854 W. Sahara Ave.
7 Las Vegas, NV 89117
8 Attorney for RESPONDENT

9
10 AARON D. FORD
11 Attorney General

12 By: 

13 Karissa D. Neff (Bar. No. 9133)
14 Deputy Attorney General
15 555 E. Washington Avenue, Suite 3900
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17 Attorneys for Real Estate Division
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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 ASHAN PERERA,

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10 **ORDER APPROVING STIPULATION AND ORDER**
11 **FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 That certain Stipulation and Order for Settlement of Disciplinary Action in this action, having
13 come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during
14 its regular agenda commencing on September 1, 2020, and the Commission being fully apprised in the
15 premises, and good cause appearing,

16 IT IS SO ORDERED that the Stipulation and Order for Settlement of Disciplinary Action in this
17 matter, entered into by Petitioner and Respondent, is approved in full.

18 Dated: September 1 , 2020.

20 REAL ESTATE COMMISSION
21 STATE OF NEVADA

22
23 By: 
24 President, Nevada Real Estate Commission

25
26
27 Submitted by:
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1 AARON FORD, Attorney General

2
3 By: *Karissa Neff*

4 Karissa D. Neff
5 Deputy Attorney General
6 555 E. Washington Ave. Ste 3900
7 Las Vegas, Nevada 89101
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