

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case No. 2018-1039

**STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION**

Petitioner,

vs.

VERONICA TOPETE,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Karissa D. Neff, Esq. and Veronica Topete ("RESPONDENT").

RESPONDENT, at all relevant times mentioned in this Complaint, was licensed by the Division as a salesperson from the Division. She 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.0077117, issued on July 23, 2007, said license being in "active" status at the time of filing this Complaint.
2. RESPONDENT is also licensed in California.
3. On July 25, 2018, an individual signed in to take a continuing education class purporting to be RESPONDENT.
4. Another individual pointed out to the complainant ("Complainant") that the woman who signed was not RESPONDENT.
5. The woman who purported to sign in on RESPONDENT's behalf for the continuing education class identified herself as Adriana Garcia ("Garcia").
6. Upon further investigation, it was discovered that Garcia had attended continuing education

1 courses on RESPONDENT's behalf and in place of her, and had signed in as RESPONDENT on July
2 23rd, July 24th, and July 25th of 2018, and was also enrolled in a continuing education class that would
3 take place July 26th of 2018 (collectively the "CE Classes").

4 7. RESPONDENT admitted to Complainant that she had Garcia sign in, appear, and/or enroll for
5 the CE Classes on her behalf.

6 8. RESPONDENT further admitted that she had not taken any continuing education classes in
7 Nevada because she is a California licensee and lives in California, but had taken 12 hours of online
8 credits and that Garcia was taking the other 12 hours for her in Nevada.

9 9. RESPONDENT informed Complainant that RESPONDENT was very busy, had a real estate
10 deal that would be closing, and needed to have her Nevada license renewed because she wanted to
11 protect her buyer clients in the Nevada real estate transaction.

12 10. Following the incident, RESPONDENT was terminated from both her Nevada and California
13 brokerages.

14 11. On August 3, 2018, the Division sent RESPONDENT a letter properly notifying her that the
15 Division had opened an investigation against her based on a complaint it received and requested a
16 response.

17 12. RESPONDENT responded to the Division.

18 13. In her response, RESPONDENT admitted to having Garcia sign in, appear, and/or enroll for the
19 CE Classes on her behalf and stated that she took full responsibility.

20 14. In her response, RESPONDENT stated that she continued to be a realtor in Las Vegas after
21 moving to California in 2010, and at the time of the incident, had personal issues, clients in escrow in a
22 Nevada transaction, and that her Nevada license was set to expire on July 31, 2018- while her clients
23 were in escrow.

24 15. On May 13, 2019, the Division sent RESPONDENT a letter properly notifying her that it
25 intended to file a complaint against her for hearing before the Nevada Real Estate Commission.

26 **SUMMARY OF ALLEGED VIOLATIONS**

27 16. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) on four separate
28 occasions by engaging in deceitful, fraudulent, or dishonest dealings when she had another individual

1 appear, sign in, and/or enroll on her behalf to take the CE Classes.

2
3 **PROPOSED SETTLEMENT**

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

7 a. RESPONDENT agrees to pay the Division a total amount of \$5,758.08 ("Amount
8 Due"), consisting of a \$5,000 fine imposed by the Division, and the Division's pre-hearing costs and
9 fees in the amount of \$758.08. The Amount Due shall be payable to the Division within one year of the
10 date of the Commission's order approving this Stipulation.

11 b. RESPONDENT further agrees to complete 12 hours of live, online continuing
12 education which shall not count towards RESPONDENT's education needed for her annual license
13 renewal. RESPONDENT shall complete the education set forth herein within 3 months of the date of
14 the order approving this Stipulation.

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

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

1 has the right to be represented by legal counsel in this matter at her own expense.

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

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

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

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

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

actions.

9. Default. In the event of default, RESPONDENT agrees that her license shall be immediately suspended, and the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspension of her license shall continue until the unpaid monetary assessments are paid in full. RESPONDENT agrees that her license shall also be immediately suspended if she fails to timely attend and complete the above continuing education. RESPONDENT agrees that the suspension of her license shall continue until the continuing education is completed.

10. RESPONDENT has signed and dated this Stipulation only after reading and understanding

all terms herein.

DATED this 2 day of December, 2020.

DATED this ___ day of December, 2020.

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

By: [Signature]
VERONICA TOPE TE

By: _____
SI SARATHI CHANDRA
Administrator

Approved as to form:

AARON D. FORD
Attorney General

By: _____
Karissa D. Neff (Bar. No. 9133)
Deputy Attorney General
555 L. Washington Avenue, Suite 3900
Las Vegas, NV 89101
Attorneys for Real Estate Division

ORDER

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

Dated, December ___, 2020

REAL ESTATE COMMISSION
STATE OF NEVADA

1 actions.

2 9. Default. In the event of default, RESPONDENT agrees that her license shall be immediately
3 suspended, and the unpaid balance of the administrative fine and costs, together with any attorney's
4 fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days
5 of the date of default. Debt collection actions for unpaid monetary assessments in this case may be
6 instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspension of her
7 license shall continue until the unpaid monetary assessments are paid in full. RESPONDENT agrees
8 that her license shall also be immediately suspended if she fails to timely attend and complete the above
9 continuing education. RESPONDENT agrees that the suspension of her license shall continue until the
10 continuing education is completed.

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

13
14 DATED this 2nd day of December, 2020.

DATED this 2 day of December, 2020.

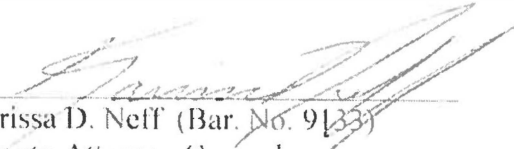
16 NEVADA DEPARTMENT OF BUSINESS
17 & INDUSTRY REAL ESTATE DIVISION

18 By: _____
19 VERONICA TOPFTE

By:  _____
20 SHARATH CLEANDRA
21 Administrator

22 Approved as to form:

23
24 AARON D. FORD
25 Attorney General

26 By:  _____
27 Karissa D. Neff (Bar. No. 9133)
28 Deputy Attorney General
355 E. Washington Avenue, Suite 3900

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

3 **ORDER**

4
5 IT IS ORDERED that the foregoing Stipulation and Order for Settlement of
6 Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.

7
8 Dated: December 7, 2020.


9
10 REAL ESTATE COMMISSION
11 STATE OF NEVADA

12
13 By: 
14 President, Nevada Real Estate Commission

15
16 Submitted by:

17 AARON FORD, Attorney General

18
19 By:

20 
21 Karisa D. Nell
22 Deputy Attorney General
23 555 E. Washington Ave. Ste 3900
24 Las Vegas, Nevada 89101
25 Attorneys for Real Estate Division
26
27
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