

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2017-2125

FILED

MAR 31 2020

REAL ESTATE COMMISSION

BY Evelyn Pattee

Petitioner,

vs.

FREDERICK BRITTON,

Respondent.

FINDINGS OF FACT,

CONCLUSIONS OF LAW AND ORDER

This matter came on for hearing before the Real Estate Commission, Department of Business and Industry, State of Nevada (the "Commission"), during a regular agenda on March 10, 2020, at the at the Grant Sawyer Building, 555 East Washington Avenue, Room 4401, Las Vegas, Nevada 89101 (the "Hearing"). RESPONDENT FREDERICK BRITTON (hereinafter, "RESPONDENT" or "BRITTON") did not appear. Karissa D. Neff, Esq., Deputy Attorney General with the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division").

Ms. Neff advised the Commission that RESPONDENT had contacted her prior to the Hearing and requested a continuance and was advised to request the continuance from the Division in writing.

Evelyn Pattee testified regarding notice sent to the RESPONDENT. The Commission found appropriate service of the notice of the Hearing was made.

RESPONDENT did not properly request a continuance of the Hearing from the Division.

After hearing testimony presented in this matter and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of Law, and Order by default against RESPONDENT as follows:

FINDINGS OF FACT

The Commission, by unanimous vote, based upon evidence presented during the Hearing, enters a finding of the following facts by default:

1 1. RESPONDENT has been licensed as a salesperson under license number S.0175080 since
2 July 3, 2014, said license currently being on inactive status.

3 2. On or around April 10, 2017, Mozeak Manzy ("Manzy") entered into a purchase and sale
4 agreement ("Purchase Agreement") to purchase Clark County Assessor's Parcel No. 161-30-413-039,
5 commonly known as 3711 Crellin Circle, Las Vegas, NV, 89120 (the "Property").

6 3. The Property was purchased as an investment property to fix up and flip by Manzy and
7 his business partner, Ronald Manning, Sr. ("Manning") (collectively, the "Project").

8 4. RESPONDENT was the real estate agent who represented Manzy in the transaction.

9 5. Janet Carpenter ("Carpenter") of Signature Real Estate Group was RESPONDENT's
10 broker at the time of the purchase of the Property.

11 6. On or around April 15, 2017, Manzy signed an addendum to the Purchase Agreement
12 stating that RESPONDENT would credit \$6,000 dollars towards Manzy's closing costs in exchange for
13 a 33 and 1/3 interest in the Property and a 1/3 interest in the entity GGGH&P LLC, a Nevada limited
14 liability company ("GGGH&P"), Manzy's and Manning's business entity.

15 7. On or around April 12, 2017, RESPONDENT prepared an Exclusive Agency Listing
16 Agreement for the Property, effective April 12, 2017 and expiring April 12, 2019, despite the purchase
17 agreement having not yet closed on the Property and titled being vested in the prior owners.

18 8. Manzy's purchase of the Property closed and the Grant, Bargain, Sale deed was recorded
19 on May 3, 2017, vesting title solely in Manzy's name.

20 9. Following the closing of the transaction, title to the Property was never transferred to any
21 other individual and/or business entity and presently remains solely in Manzy's name.

22 10. On May 9, 2017, RESPONDENT received a loan from Manning in the amount of \$900
23 dollars for his wife's vacation.

24 11. On July 27, 2017, RESPONDENT signed a release (the "Release"), agreeing to give up
25 any interest in the Property and in GGGH&P in exchange for the return of the balance of his investment
26 of \$6,000 dollars.

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1 12. Manning paid RESPONDENT the remaining balance of his investment in the amount of
2 \$5,000 in the form of a cashier's check dated July 27, 2017 that stated, "Payment in Full For Investment
3 Property."

4 13. On July 30, 2017, RESPONDENT texted Manning regarding the Property and stated, "I'll
5 take the rest of my stuff out tomorrow."

6 14. Despite signing the Release, RESPONDENT continued to purport to be the owner and/or
7 a tenant in the Property and falsely made statements to that effect.

8 15. Despite signing the Release relinquishing any interest he had in the Property, on or around
9 August 4, 2017, RESPONDENT began texting Manning stating that according to the law, he was a tenant
10 in the Property, any personal property in it was his, and threatened to bring charges for theft, breaking
11 and entering, and burglary against Manning.

12 16. In subsequent text messages, RESPONDENT then claimed to own the Property.

13 17. On or around August 28, 2017, Manning changed the locks on the Property.

14 18. On August 27, 2017, RESPONDENT filed a consumer complaint with the Nevada
15 State Contractor's Board against Manning and/or American Fire & Electric, alleging that Manning had
16 abandoned the Project and left an electrical panel unfinished.

17 19. In that complaint, RESPONDENT listed himself as owner of the Property, despite
18 knowing that he had relinquished any interest in the Property by signing the Release.

19 20. The Nevada State Contractor's Board dismissed RESPONDENT's complaint.

20 21. On August 28, 2017, RESPONDENT sent a demand letter to Manning requesting
21 payment of \$10,000 and threatening litigation for breach of contract, deceit, misrepresentation, theft,
22 money laundering, bank fraud, mail theft, extortion, and wire fraud.

23 22. On September 12, 2017, RESPONDENT filed an action against Manning in Small Claims
24 Court alleging breach of contract, money laundering, bank fraud, misrepresentation, deceit, burglary,
25 theft, mail theft, extortion, and wire fraud.

26 23. The court dismissed RESPONDENT's case.

27 24. On September 1, 2017, RESPONDENT filed a Verified Complaint for Expedited Relief
28 for the Unlawful Removal or Exclusion of the Tenant or Interruption of Essential Items or Services in

1 Justice Court of Las Vegas, alleging that Manzy and Manning had improperly locked him out of the
2 Property.

3 25. On October 13, 2017, the court denied RESPONDENT's attempt to regain access to the
4 Property.

5 26. On or around September 13, 2017, Manning applied for a protective order against
6 RESPONDENT, claiming that RESPONDENT came to his job site looking for him.

7 27. A protective order was issued and was in effect against RESPONDENT from September
8 13, 2017 to March 13, 2018.

9 28. Around the same time, RESPONDENT also obtained a protective order against Manning.

10 29. On September 21, 2017, RESPONDENT filed an action in Las Vegas Justice Court
11 against American Fire & Electric alleging that Manning illegally entered his residence on August 5,
12 2017 and stole \$5,000 and food and household items, sent him threatening texts, attempted to give him
13 laundered money and paid a debt through personal and business accounts, and attempted to extort him
14 out of \$1,000 dollars.

15 30. RESPONDENT's lawsuit against American Fire & Electric was also dismissed.

16 31. On September 28, 2017, Manning filed a complaint with the Division, alleging that
17 RESPONDENT had threatened him, was trying to extort money from him, and would not give back the
18 keys and remote to the Property.

19 32. On October 2 of 2017, Manzy filed a complaint with the Division against RESPONDENT,
20 alleging that RESPONDENT failed to surrender the keys and garage door opener to the Property after
21 signing the Release relinquishing his interest, repeatedly made claims purporting to own the Property,
22 and made demands and filed suits in Las Vegas Justice Court to wrongfully obtain money related to the
23 Property.

24 33. On or around October 3, 2017, the Division properly notified RESPONDENT of its
25 investigation of the complaints filed with the Division.

26 34. In response to the Division, RESPONDENT's former broker -Carpenter- stated that with
27 respect to the Property, RESPONDENT refused to return the remote and keys to Manzi and/or Manning,
28 and stated to her that he owned the Property and was living there.

1 35. Carpenter stated that shortly after these events, she terminated RESPONDENT and sent
2 his license to the Division.

3 36. On October 22, 2017, Michael Livingston, NCARB AIA MIA, of AeCP Architecture Inc.
4 also gave a statement to the Division regarding his dealings with RESPONDENT.

5 37. Livingston stated that RESPONDENT had emailed him and attempted to interfere with
6 his business dealings with Manning.

7 38. He further stated that from 2016 to 2017 Manning was working on a Republic Services
8 remodel at 33 W Gowan where Livingston was the architect and had introduced Manning's group to the
9 project for American Fire and Electrical sub-contracting.

10 39. On September 27, 2017, Livingston stated that RESPONDENT entered the site and
11 approached his client Cambridge Construction to interfere with his business dealings.

12 40. On October 8, 2017, RESPONDENT responded to the Divisions' investigation stating
13 that Manning had been hired as a licensed electrician and was the owner of American Fire & Electric
14 Co. to supervise, procure financing, and hire sub-contractors for the Property of which he is a 1/3 owner.

15 41. In his response to the Division, RESPONDENT also stated the following:

16
17 1) Manning fraudulently represented himself as a licensed electrician and
18 part owner of American Fire & Electric, (2) Manning fraudulently obtained
19 \$2,000 dollars of his money under false pretenses as a licensed professional, (3)
20 Manning fraudulently represented & manufactured information on the a loan
21 application to defraud RESPONDENT and the government, (4) the loan was to
22 be through Evergren Home Loans, (5) the text he sent to Manning was not a
23 physical threat but was to inform him of his intention to file a lawsuit, (6) he
24 had been to Republic Services but only to pick up drawings and to drop off
25 money but never to threaten or intimidate and that Manning was an employee
26 of American Fire & Electric at Republic Services where he met Livingston, (7)
27 that the money he received from Manning after signing the Release was given
28 to him through extortion, wire and bank fraud, and that he has an on-going
criminal investigation, (8) that Manning committed perjury in open court and
that he plans to bring criminal charges, and (9) that he never forged Carpenter's
signature on any document, and (10) that Manning had a contract to purchase
2316 Evelyn Lake but did not follow through.

CONCLUSIONS OF LAW

Based on the foregoing findings of fact by default, the Commission concludes by unanimous

1 vote that RESPONDENT has committed the following violations of law by default:

2 42. RESPONDENT violated NRS 645.630(1)(a) by making misrepresentations and
3 violated NRS 645.633(1)(i) by engaging in conduct that was deceitful, fraudulent, or dishonest on several
4 occasions by holding himself out as the owner of the Property when he was not.

5 43. RESPONDENT violated NRS 645.630(1)(a) by making misrepresentations and
6 violated NRS 645.633(1)(i) by engaging in conduct that was deceitful, fraudulent, or dishonest on several
7 occasions by wrongfully holding himself out as a tenant of the Property.

8 44. RESPONDENT violated NRS 645.635(1) by preparing a listing agreement for the
9 Property dated April 12, 2017 when Manzi had not yet closed on the Property and did not own it.

10 **ORDER**

11 The Commission, being fully apprised in the premises, and good cause appearing to the
12 Commission, by unanimous vote, **ORDERS** as follows:

13 1. RESPONDENT shall pay an administrative fine to the Division in amount of \$15,000.00,
14 along with the Division's costs in the amount \$2,192.32, for a total amount of \$17,192.32 due to the
15 Division ("Amount Due"). The Amount Due shall be payable to the Division within 30 days of the
16 effective date of this Order.


17 2. The Division may institute debt collection proceedings for failure to timely pay the Amount
18 Due, including action to reduce this Order to a judgment. Further, if collection goes through the State of
19 Nevada, then RESPONDENT shall also pay the costs associated with collection.

20 3. The Commission retains jurisdiction for correcting any errors that may have occurred in the
21 drafting and issuance of this document.

22 4. This Order shall become effective on the 30th day of April 2020.

23 DATED this 31st day of March, 2020.

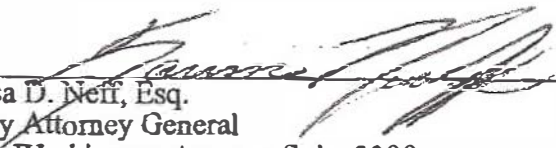
24 REAL ESTATE COMMISSION
25 STATE OF NEVADA

26 By: 
27 President, Nevada Real Estate Commission
28

Submitted by:

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