

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED

MAR 11 2021

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

Case Nos.: 2018-340

REAL ESTATE COMMISSION

BY *Emily Fattler*

Petitioner,

vs.

IVAN BARIC,

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 Ivan Baric ("RESPONDENT").

JURISDICTION

RESPONDENT at all relevant times mentioned in this Complaint was licensed as a broker 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.

FACTUAL ALLEGATIONS

1. RESPONDENT has been licensed by the Division as a Salesperson, S.0069611, since February 3, 2006 and that license is currently in active status.
2. At the time of the alleged violation the supervising broker was Forest Barbee B.0055676.LLC.
3. On or about July 3, 2017 Respondent listed the real property located at 3417 Edinboro Ridge Ave., Las Vegas, Nevada 89081 (the "Property") for sale.
4. As part of the marketing of the Property, a Multiple Listing Service ("MLS") listing sheet was used.
5. The MLS listing sheet is an "advertisement" pursuant to NAC 645.610(4).
6. In the advertisement Respondent indicated a refrigerator was included in the sale price.

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3 7. The advertisement indicated the Property has "New S[tainless]S[teel] Appliances, and
4 listed the Location as "I STFLR, ROOM"

5 8. The advertisement, as it existed, would lead a reasonable person to conclude there was a
6 stainless steel refrigerator in the kitchen which would be transferred with the sale of the Property.

7 9. RESPONDENT claims there was never a stainless steel refrigerator in the Property.

8 10. On August 14, 2017 Yareli C. Vilchis submitted a Residential Purchase Agreement with
9 "Refrigerator" listed under Fixtures and Personal Property to be transferred with the sale of the
10 Property.

11 11. On the same day, Respondent countered with increased earnest money and "Home sold
12 as is."

13 12. Yareli C. Vilchis accepted the counter-offer and reasonably believed this included a
14 stainless steel refrigerator in the kitchen.

15 13. The Property was not transferred with a stainless steel refrigerator.

16 14. The Property was transferred with a refrigerator (not stainless steel) located in the
17 garage.

18 VIOLATIONS

19 RESPONDENT has committed the following violations of law:

20 15. RESPONDENT violated NAC 645.610 by publishing an advertisement which was
21 false, misleading, or both.

22 16. RESPONDENT violated NRS 645.633 by engaging in conduct that was deceitful,
23 fraudulent or dishonest by:

24 a) Failing to do his utmost to protect the public against fraud, misrepresentation or
25 unethical practices related to real estate,

26 b) Failing in his obligation to deal fairly with all parties to a real estate transaction,
27 and/or

28 c) Failed to convey knowledge reasonably ascertainable to the parties in the real estate
transaction which he obtained and is of customary or express concern.

DISCIPLINE AUTHORIZED

17. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to

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2 impose an administrative fine per violation against RESPONDENT that may not exceed \$10,000, and
3 further to suspend, revoke or place conditions on the license of RESPONDENT.

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

7 **PROPOSED STIPULATION AGREEMENT**

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

- 11 a. RESPONDENT agrees to pay \$2,420.52 to the Division within twelve (12) months
12 of the date of the Commission's order approving this stipulation. The amount
13 includes a \$1,000.00 fine and \$1,420.52 to cover the Division's investigatory costs
14 and attorneys' fees.
- 15 b. RESPONDENT full amount will be paid in equal monthly installments of \$201.71
16 per month to the Division for twelve (12) months beginning on April 1, 2021.
- 17 c. RESPONDENT will complete and three (3) hours ethics, and three (3) hours agency,
18 of continuing education by May 31, 2021 which will not be counted toward the
19 required hours for license/permit renewal.

20 2. RESPONDENT and the Division agree that by entering into this Stipulation, the
21 Division does not concede any defense or mitigation RESPONDENT may assert and that once this
22 Stipulation is approved and fully performed, the Division will close its file in this matter. Nothing
23 herein prevents proof and giving consideration to acts complained of in this matter in determining or
24 penalizing a future violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter
25 645.

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

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

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

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

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

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

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

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respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigation, this disciplinary action, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be 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 his 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 his license shall be immediately suspended if he fails to timely attend and complete the above continuing education. RESPONDENT agrees that the suspension of his 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 25 day of February, 2021

DATED this 8 day of March, 2021.

By: 
IVAN BARIC
RESPONDENT

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY REAL ESTATE DIVISION
By: 
SHARATH CHANDRA
Administrator

Approved as to form:

AARON D. FORD
Attorney General

By: _____
ROBERT E. WERBICKY
Deputy Attorney General
555 E. Washington Avenue, Suite 3900

1 expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the
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10 completed.

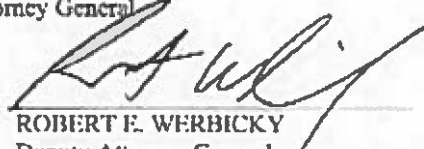
11 10. RESPONDENT has signed and dated this Stipulation only after reading and
12 understanding all terms herein.

13 DATED this _____ day of February, 2021 DATED this _____ day of March, 2021.

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15 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION
16 By: _____ By: _____
17 IVAN BARIC SHARATH CHANDRA
RESPONDENT Administrator

18
19 Approved as to form:

20 AARON D. FORD
21 Attorney General

22 By: 
23 ROBERT F. WERBICKY
24 Deputy Attorney General
25 555 E. Washington Avenue, Suite 3900
26 Las Vegas, NV 89101
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Las Vegas, NV 89101

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BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case Nos.: 2018-340

Petitioner,

vs.

IVAN BARIC,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on March 4, 2021 and the Commission being fully apprised of the terms and good cause appearing,

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

This Order shall become effective on the 4th day of March, 2021.

Dated this 11th day of March, 2021.

NEVADA REAL ESTATE COMMISSION

By: 

[Print Name] DEVIAN REISS

Commission President