

**FILED**

SEP 21 2021

REAL ESTATE COMMISSION  
BY *Erin L. Patten*

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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 No. 2020-1127

Petitioner,

vs.

ANTHONY E. LAURIAN,  
(BS. 0013406)

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"), by and through their attorney of record, Deputy Attorney General Matthew Feeley and Anthony E. Laurian ("RESPONDENT").

**JURISDICTION**

RESPONDENT at all relevant times mentioned in this Complaint was licensed by the Division as a Broker-Salesperson. He 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. At all times relevant, Respondent held a Nevada Broker-Salesperson License, BS. 0013406, issued by the Division on May 19, 1983.
2. On or about December 14, 2020, the Division received a complaint/statement of fact from Jonathan Schaff, the prospective purchaser (Complainant) of the real property located at 337 Barton Court, Stateline, NV 89449 (337 Barton).
3. The complaint alleged that Respondent failed to disclose to all parties that he is acting for more than one party to the transaction.

1           4.     The sellers of 337 Barton signed an Exclusive Right to Sell Contract with  
2 Respondent on September 21, 2018.

3           5.     The terms of the Exclusive Right to Sell Contract included a sales price for  
4 the property of \$949,000.

5           6.     On March 25, 2019, David Howie, a California Real Estate Broker, emailed  
6 Respondent on behalf of the Complainant and submitted a Letter of Intent for the  
7 Complainant to purchase 337 Barton.

8           7.     David Howie's email included proof of the Complainant's funds to complete  
9 the transaction, a credit report for the Complainant, and a mortgage loan pre-approval  
10 letter.

11          8.     On March 26, 2019, Respondent emailed a Residential Offer and Acceptance  
12 Agreement to David Howie, which was based upon the terms included in the Letter of  
13 Intent.

14          9.     Respondent's March 26, 2019, email to David Howie indicated that "I left the  
15 DO and CTA blank for you to fill in."

16          10.    On March 26, 2019, David Howie emailed Respondent and stated he would  
17 need a "referral fee agreement" and he would be the Complainant's "liaison moving  
18 forward."

19          11.    David Howie's March 26, 2021, email to Respondent also requested  
20 Respondent to complete the Duties Owed by a Nevada Real Estate Licensee and the  
21 Consent to Act "forms unless that's allowed in Nevada to have an out of state broker fill  
22 that out."

23          12.    David Howie and Respondent signed a California Association of Realtors  
24 Referral Fee Agreement dated March 27, 2019, that would pay Respondent "2.5% of the  
25 final gross sales prices."

26          13.    On March 27, 2019, Respondent emailed David Howie and stated "[y]ou are  
27 representing" the Complainant "throughout this transaction, including inspections and any  
28 and all communications with title."

1           14.    On March 28, 2019, David Howie sent the Complainant's DocuSigned copy of  
2 the Offer and Acceptance for 337 Barton back to Respondent.

3           15.    The Buyer's Representation section of the March 28, 2019, Residential Offer  
4 and Acceptance Agreement was left blank.

5           16.    On March 29, 2019, Respondent emailed David Howie the sellers' signed  
6 acceptance.

7           17.    On March 29, 2019, David Howie emailed the escrow officer's assistant and  
8 asked for wiring instructions to be sent to the Complainant.

9           18.    David Howie's March 29, 2019, email requested a copy of the preliminary title  
10 report and earnest money deposit receipt so that he could continue to assist the  
11 Complainant throughout the transaction.

12          19.    On April 3, 2019, Respondent emailed David Howie and Complainant the  
13 sellers' Real Property Disclosure and Mold Disclosure.

14          20.    On April 3, 2019, David Howie emailed the escrow officer and asked that the  
15 earnest money deposit and preliminary title report be sent to the Complainant's lender.

16          21.    On April 12, 2019, David Howie emailed a copy of the home inspection report  
17 to Respondent.

18          22.    David Howie's April 12, 2019, email also indicated that he "plan on bringing  
19 a handy man to bid out the recommended repairs on the home inspection."

20          23.    David Howie's April 12, 2019, email also indicated that "Rob at west coast  
21 can't order the appraisal until the loan has been submitted to underwriting with the new  
22 contract date. So depending on when the appraisal can be assigned we will probably need  
23 more time for that."

24          24.    On April 14, 2019, Respondent emailed David Howie an addendum to the  
25 purchase agreement.

26          25.    On April 15, 2019, David Howie sent the Complainant's DocuSigned copy of  
27 the addendum back to Respondent.

28

1       26.    On April 16, 2019, Respondent emailed David Howie the sellers' signed  
2 addendum.

3       27.    On April 18, 2019, David Howie emailed the pest inspection company with  
4 instructions to provide a copy of the completed report to Respondent.

5       28.    On April 18, 2019, Respondent emailed David Howie and stated the purchase  
6 agreement timelines had not been met and the Complainant could lose his deposit.

7       29.    Respondent's April 18, 2019, email also stated that David Howie's actions had  
8 placed his client, the Complainant, "in a precarious position."

9       30.    On April 18, 2019, Respondent emailed the Complainant and stated he  
10 regretted having to contact him directly, bypassing David Howie, "but it is necessary  
11 because none of the timelines of this transaction have been met[.]"

12       31.    Respondent followed up his April 18, 2019, email to the Complainant and  
13 advised him to "request an extension . . . to present your request for repairs."

14       32.    Respondent continued to communicate directly with the Complainant on April  
15 18-19, 2019, regarding the extension and opening the house to showings."

16       33.    On April 22, 2019, David Howie emailed Respondent to negotiate the cost of  
17 repairs needed for 337 Barton.

18       34.    On April 22, 2019, Respondent emailed David Howie and requested David  
19 Howie contribute \$1,500.00 from the referral fee to the transaction before Respondent  
20 presented the property repair request to the sellers.

21       35.    On April 22, 2019, David Howie emailed Respondent and stated that his work  
22 "was being drastically discounted already" and he would be willing to contribute \$500 to  
23 the transaction."

24       36.    On April 22, 2019, Respondent emailed David Howie and asked if the  
25 Complainant would be willing to increase the earnest money deposit by \$10,000.00 and  
26 agree to a 30-day escrow with no contingencies.

27       37.    On April 22, 2019, David Howie emailed Respondent and stated he believed  
28 the Complainant would agree to increase his earnest money deposit by \$10,000 and agree

1 to a 30-day escrow and would likely waive an appraisal contingency but would require a  
2 financing contingency.

3 38. On April 22, 2019, the Complainant, and the sellers of 337 Barton executed a  
4 new Residential Offer and Acceptance Agreement which identified David Howie as the  
5 buyer's agent for the Complainant.

6 39. On May 28, 2019, the Complainant emailed David Howie and Respondent  
7 with terms for cancelling the transaction.

8 40. On May 29, 2019, Respondent emailed the Complainant and attempted to  
9 negotiate a settlement between the sellers and the Complainant regarding the earnest  
10 money deposit funds.

11 41. On December 21, 2020, the Division's investigator mailed Respondent an  
12 investigation opening letter concerning the 337 Barton transaction, which required a  
13 response by January 4, 2021.

14 42. On December 30, 2020, Respondent sent the Division's investigator a response  
15 to the investigation opening letter.

16 43. On January 4, 2020, Respondent's Broker sent the Division a copy of the  
17 Broker's file for 337 Barton.

18 44. On May 5, 2021, the Division sent Respondent a letter indicating that the  
19 Division's investigation had obtained sufficient evidence to commence disciplinary action  
20 against him and it was commencing a disciplinary action against him before the Nevada Real Estate  
21 Commission.

#### 22 VIOLATIONS ALLEGED

23 The Division alleges that RESPONDENT has committed the following violations of law:

24 45. Respondent violated NRS 645.235(1)(b) when he assisted or offered to assist  
25 David Howie, to engage in activities for which a license, permit, certificate, or registration  
26 or any type of authorization is required pursuant to NRS Chapter 645, or any regulation  
27 adopted pursuant thereto, because David Howie did not hold the required license, permit,  
28 certificate, or registration.

**PROPOSED STIPULATION AGREEMENT**

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

- 5               a.   RESPONDENT agrees to pay \$3,281.16 to the Division within four (4) months of  
6               the date of the Commission's order approving this stipulation. The amount  
7               includes a \$2,000 fine and \$1,281.16 to cover the Division's investigatory costs  
8               and fees.
- 9               b.   RESPONDENT's full amount will be paid in equal monthly installments of  
10              \$820.29 per month to the Division for four (4) months beginning on October 1,  
11              2021. RESPONDENT may choose to pay the full amount sooner than four  
12              months.

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

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

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

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

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

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

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

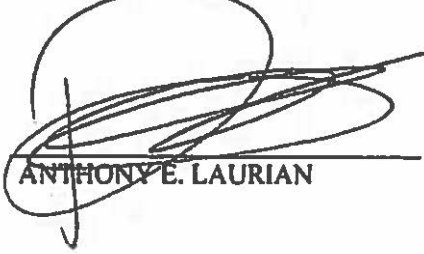
27          54.    Default. In the event of default, RESPONDENT agrees that his license shall be  
28 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any

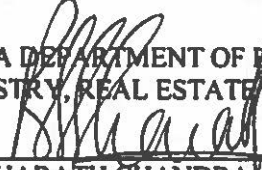
1 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten  
2 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case  
3 may be instituted by the Division or its assignee.

4 55. RESPONDENT has signed and dated this Stipulation only after reading and  
5 understanding all terms herein.

7 DATED this 10th day of September, 2021


DATED this 10 day of September, 2021.

8  
9  
10 By:   
11 ANTHONY E. LAURIAN

NEVADA DEPARTMENT OF BUSINESS  
& INDUSTRY, REAL ESTATE DIVISION  
10 By:   
11 SHARATH CHANDRA  
12 Administrator

13 Approved as to form:

14 AARON D. FORD  
15 Attorney General

16 By:   
17 MATTHEW FEELEY (Bar #13336)  
18 Deputy Attorney General  
19 555 E. Washington Avenue, Suite 3900  
20 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 No. 2020-1127

Petitioner,

vs.

ANTHONY E. LAURIAN,  
Respondent.

**ORDER APPROVING STIPULATION**

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on September 14, 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 14<sup>th</sup> day of September, 2021.

Dated this 15<sup>th</sup> day of September, 2021.

NEVADA REAL ESTATE COMMISSION

By: *Darrell Plummer*

[Print Name] Darrell Plummer

Commission President