

FILED

BEFORE THE REAL ESTATE COMMISSION

DEC 15 2021

STATE OF NEVADA

REAL ESTATE COMMISSION

BY *Emily Fattou*

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

Case No. 2019-1011

Petitioner,

vs.

PAUL MURAD,

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 Paul Murad (“RESPONDENT”).

**JURISDICTION**

RESPONDENT at all relevant times mentioned in this Complaint was licensed by the Division as a broker. 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. RESPONDENT is licensed with the Division as a broker under license B.0057454.LLC, said license being issued in May of 2007, and is currently in “active” status. At all times relevant to this matter, RESPONDENT was registered as a broker with METROPLEX REALTY, LLC.

2. On September 3, 2019, Mr. Louis Gasper (“Complainant”) submitted a complaint to the Division regarding the leasing of certain properties from RESPONDENT.

3. Complainant stated that on June 24, 2019, he signed a commercial lease provided by RESPONDENT to lease the property located at 1319 South Main Street, Las Vegas, NV 89104, the landlord of that property being MAINSTREET INVESTMENTS III, LLC (“Landlord”).

1           4.       Complainant alleged that the property did not have a power meter/Nevada Energy  
2 approved connection to Nevada Energy box, no functional water, and the fence surrounding the property  
3 had holes that allowed vagrants to pass through the property at will. The RESPONDENT was aware of  
4 these issues.

5           5.       Complainant alleged that RESPONDENT assured Complainant that as per the lease  
6 agreement, the Landlord would have a subcontractor install and or connect the proper electrical and water  
7 utilities. RESPONDENT represented on behalf of the Landlord that the Landlord would have the property  
8 operational by July 1, 2019.

9           6.       Complainant stated the issues with the property were never resolved. Upon an inspection  
10 of the property for the Complainant's business license, the City Fire Marshalls found the building to be  
11 without a Certificate of Occupancy, Complainant could not occupy the building, and as such, the City  
12 rejected Complainant's business license.

13           7.       Complainant alleged that RESPONDENT then had Complainant move his company to a  
14 new Property located at 1203 S. Main Street, Las Vegas, NV 89104. The Complainant claimed he never  
15 signed a lease on the new property and was told the move was to be temporary.

16           8.       Complainant alleged that he tried to get a business license for the new property but was  
17 again denied as there was no Certificate of Occupancy or appropriate electrical signage or wiring.

18           9.       Complainant alleged that he moved his company out of the property on July 31, 2019 and  
19 notified RESPONDENT that he had lost confidence that the the properties would be brought up to code.  
20 Complainant asked RESPONDENT for a return of Complainant's deposit, which was not provided.

21           10.      The Division commenced an investigation into RESPONDENT's activities in response to  
22 Complainant's complaint.

23           11.      On February 24, 2020, the Division issued RESPONDENT a Notice of Violation for four  
24 violations of the Nevada Revised Statutes, specifically:

- 25                   a.    NRS 645.252(3)(a) pursuant to NAC 645.637;
- 26                   b.    NRS 645.252(3)(b);
- 27                   c.    NRS 645.633(1)(h) pursuant to NAC 645.605; and an additional violation of
- 28                   d.    NRS 645.633(1)(h) pursuant to NAC 645.605.

1 12. The Notice of Violation issued a \$2,000 fine and provided notice that RESPONDENT  
2 may appeal the decision within 30 days.

3 13. RESPONDENT did appeal the matter and submitted certain documents disputing the  
4 violation of NRS 645.252(3)(a) pursuant to NAC 645.637. RESPONDENT showed that a Duties Owed  
5 form was signed and dated prior to the transaction in question.

6 14. The Division decided to drop the violation of NRS 645.252(3)(a) pursuant to NAC  
7 645.637.

8 15. On April 9, 2020 the Division re-issued RESPONDENT a Notice of Violation for three  
9 violations of the Nevada Revised Statutes, specifically:

10 a. NRS 645.252(3)(b);

11 b. NRS 645.633(1)(h) pursuant to NAC 645.605; and an additional violation of

12 c. NRS 645.633(1)(h) pursuant to NAC 645.605

13 16. The Notice of Violation issued a \$1,500 fine and provided notice that RESPONDENT may  
14 appeal the decision within 30 days, by May 9, 2020.

15 17. RESPONDENT did not pay the fine nor did he file an appeal.

16 18. On May 21, 2020 the Division properly notified RESPONDENT it was commencing a  
17 disciplinary action against him before the Nevada Real Estate Commission.

## 18 VIOLATIONS

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

20 19. RESPONDENT violated NRS 645.252(3)(b) by submitting a transaction file for the  
21 property at 1319 S. Main Street, Las Vegas, NV 89104 to the Division and the transaction file did not  
22 contain a Duties Owed by a Nevada Licensee for the unrepresented Tenant of the property.

23 20. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(2) by leasing  
24 the property at 1319 S. Main Street, Las Vegas, NV 89104 to Complainant while the property was not  
25 able to be occupied to conduct business out of due to the condition of the property.

26 21. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(7) by having  
27 the Complainant relocate his business from the property at 1319 S. Main Street, Las Vegas, NV 89104  
28 to the property at 1203 S. Main Street, Las Vegas NV 89104 and never amended or created a new lease

1 with the new address.  
2

3 **PROPOSED STIPULATION AGREEMENT**

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

- 7 a. RESPONDENT agrees to pay \$4,987.20 to the Division within eight (8) months  
8 of the date of the Commission's order approving this stipulation. The amount  
9 includes a \$1,500 fine and \$3,487.20 to cover the Division's investigatory costs  
10 and fees.
- 11 b. RESPONDENT's full amount will be paid in equal monthly installments of  
12 \$623.40 per month to the Division for eight (8) months beginning on January 1,  
13 2022. RESPONDENT may choose to pay the full amount sooner than eight  
14 months.
- 15 c. RESPONDENT further agrees to complete three (3) hours of live continuing  
16 education classes in property management, which shall not count towards  
17 RESPONDENT's education needed for his annual license renewal. These  
18 continuing education classes are to be completed within six (6) months of the entry  
19 of this Stipulation.
- 20 d. RESPONDENT, by agreeing to this settlement, does not admit to the factual  
21 allegations or that any violations occurred.

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

27 24. RESPONDENT agrees and understands that by entering into this Stipulation,  
28 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his

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

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

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

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

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

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

8           30.    Default. In the event of default, RESPONDENT agrees that his license shall be  
9 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any  
10 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten  
11 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case  
12 may be instituted by the Division or its assignee.

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

15  
16 DATED this 9th day of December, 2021


DATED this 13 day of December, 2021.

17  
18  
19 By:   
20 PAUL MURAD

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

21  
22 Approved as to form:

23 AARON D. FORD  
24 Attorney General

25 By:   
26 MATTHEW FEELEY (Bar #13336)  
27 Deputy Attorney General  
28 555 E. Washington Avenue, Suite 3900  
Las Vegas, NV 89101

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3 STATE OF NEVADA

4 SHARATH CHANDRA, Administrator,  
5 REAL ESTATE DIVISION, DEPARTMENT  
6 OF BUSINESS & INDUSTRY,  
7 STATE OF NEVADA,

8 Petitioner,

9 vs.

10 PAUL MURAD,

11 Respondent.

Case No. 2019-1011

12 **ORDER APPROVING STIPULATION**

13 The Stipulation for Settlement of Disciplinary Action having come before the Real Estate  
14 Commission, Department of Business and Industry, State of Nevada, during its regular agenda on  
15 December 15, 2021, and the Commission being fully apprised of the terms and good cause appearing,

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

18 This Order shall become effective on the 15<sup>th</sup> day of December, 2021.

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

20 NEVADA REAL ESTATE COMMISSION

21 By: 

22 [Print Name] Spiridon Filias

23 Commission President  
24  
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26  
27  
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