

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

JUL 09 2021

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

Case No. 2018-954

REAL ESTATE COMMISSION

BY *Emily P. Hill*

Petitioner,

vs.

GUAN WANG,

Respondent.

**STIPULATION AND ORDER
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, Karissa D. Neff, Senior Deputy Attorney General, and Guan Wang, ("RESPONDENT"), by and through his counsel, Michael M. Lin, Esq.

RESPONDENT at all relevant times mentioned in this Complaint conducted activities for which a license or permit is required by NRS Chapter 645 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 SET FORTH IN COMPLAINT

1. RESPONDENT is licensed with the Division as a broker under license B.0143775.LLC, said license being issued in March of 2016, which is in "active" status, and also holds property management permit from the Division as PM.0165310.BKR, issued in April of 2012 which is currently in "active" status.

2. On May 25, 2018, Jeff More ("Complainant"), the broker for the buyer's agent, in a purchase and sale transaction for that certain real property located at 3861 Amber Flower Court, Las Vegas, NV 89147 (the "Property"), signed a complaint filed with the Division against RESPONDENT.

1 3. In his Complaint, Complainant alleged in part, that RESPONDENT's license was not
2 active when RESPONDENT engaged as the listing agent broker for seller in the purchase and sale of
3 the Property.

4 4. Complainant stated in his complaint to the Division, that despite the seller accepting
5 buyer's offer on the Property, the parties opening escrow, and the buyers being ready to close on the
6 sale of the Property (despite the Property missing the air conditioning unit and hot water unit),
7 RESPONDENT failed to cooperate with the closing of the sale of the Property.

8 5. Complainant stated that RESPONDENT did not respond to the buyer's request to
9 perform a walk-through of the Property prior to closing, never made the seller available to sign closing
10 paperwork, and acted as if he were the owner of the Property instead of acting in the owner's best
11 interest.

12 6. Complainant also alleged that within days of not closing the transaction with his agent's
13 buyers, that RESPONDENT placed the Property back on the market and sold it for \$22,000 dollars
14 more than the sales price under the contract with his agent's buyers.

15 7. In his Complaint, Complainant also alleged that RESPONDENT failed to communicate
16 with the buyer's agent during the purchase and sale transaction of the Property.

17 8. On July 16, 2018, the Division opened an investigation regarding RESPONDENT's
18 activity as the listing agent broker for seller in the purchase and sale of the Property.

19 9. In the Division's July 16th letter to RESPONDENT, the Division requested the
20 RESPONDENT provide the transaction file for the Property and a response affidavit to the Division.

21 10. On July 6, 2018, RESPONDENT signed an affidavit with respect to the Division's
22 investigation, stating that on January 17, 2018, the agent for the buyer, submitted an offer on the
23 Property.

24 11. RESPONDENT stated in his affidavit, that because the Property had been vandalized
25 and was missing an air conditioning unit and water heater, he placed the Property on "T" status on
26 February 23, 2018, that the buyer and seller agreed to unconditionally cancel the escrow on March 5,
27 2018, and agreed to return the full earnest money deposit to the buyer.

1 12. RESPONDENT also stated that during the transaction for the purchase and sale of the
2 Property, that he was under a lot of personal stress, was out of the country for the first two weeks of
3 February 2018, and that he met and apologized to the Complainant for his lack of communication, and
4 that he should have handled the transaction better.

5 13. RESPONDENT failed to provide the transaction file for the Property to the Division.

6 14. The Division's investigation showed that RESPONDENT's broker's license expired on
7 February 28, 2018 and was not active until March 28, 2018.

8 15. Documents obtained during the Division's investigation show RESPONDENT engaged
9 in activity related to the Property after his license went inactive or expired for which he was required to
10 have a license from the Division.

11 16. On January 25, 2019, the Division properly notified RESPONDENT it was commencing
12 a disciplinary action against him before the Nevada Real Estate Commission.

13 **VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

14 17. RESPONDENT violated NRS 645.230(1)(a) by conducting licensee activity with
15 respect to the purchase and sale of the Property when his broker's license was on either "inactive"
16 status or had expired.

17 18. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(a) by
18 failing to provide the transaction file for the Property to the Division.

19 19. RESPONDENT violated NRS 645.252(2) by failing to communicate with the buyers
20 and/or their agent on the purchase and sale transaction of the Property.

21 **SETTLEMENT**

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

25 1. RESPONDENT shall pay the Division a total amount of \$8,397.44 ("Amount
26 Due"), consisting of a \$7,500.00 fine imposed by the Division and the Division's pre-
27 hearing costs and attorneys' fees in the amount of \$897.44.

1 2. The Amount Due shall be payable to the Division as follows: Beginning July 1,
2 2021, and due the first day of each month thereafter until paid in full, RESPONDENT
3 shall pay the Division \$699.79. Notwithstanding the foregoing, RESPONDENT may pay
4 more due towards the Amount Due at any time.

5 3. RESPONDENT shall also complete 3 hours of Division approved education in
6 agency and 3 hours of Division approved education in contracts within 60 days of the
7 order approving this Stipulation, which hours shall not count towards the education
8 necessary for RESPONDENT's license renewal.

9 4. RESPONDENT and the Division agree that by entering into this Stipulation, the
10 Division does not concede any defense or mitigation RESPONDENT may assert and that
11 once this Stipulation is approved and fully performed, the Division will close its file in
12 this matter.

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

26 6. Each party shall bear their own attorney's fees and costs, except as provided
27 above.

28 7. Approval of Stipulation. Once executed, this Stipulation will be filed with the

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

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

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

21 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold
22 harmless the State of Nevada, the Department of Business and Industry, Petitioner, the
23 Division, and each of their respective members, agents, employees, and counsel, in their
24 individual and representative capacities, against any and all claims, suits, and actions
25 brought against said persons and/or entities by reason of the Division's investigation, this
26 disciplinary action, and all other matters relating thereto, and against any and all
27 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.

11. Default. In the event of default under this Stipulation, RESPONDENT agrees that his license shall be immediately suspended, and the unpaid balance of the administrative fine and costs, together with any attorneys' 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.

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

DATED this 14th day of June, 2021

DATED this 30 day of June, 2021.

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

DocuSigned by:
By: Guan Wang 6/12/2021
GUAN WANG

By: [Signature]
SHARATH CHANDRA
Administrator

AARON D. FORD
Attorney General

By: [Signature]
Karissa D. Neff (Bar. No. 4133)
Senior Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
Attorneys for Real Estate Division

LIN LAW GROUP P.C. DS

DocuSigned by:
By: Michael M Lin 6/11/2021
Michael M. Lin, Esq.

1 Nevada Bar No.10392
2 6288 Spring Mtn Rd.
3 Suite 103
4 Las Vegas, NV 89146
5 Attorney for Defendant

6 **ORDER**

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

9 Dated: June 15, 2021.

10 REAL ESTATE COMMISSION
11 STATE OF NEVADA

12
13 By: 
14 President, Nevada Real Estate Commission

15 Submitted by:

16 AARON FORD, Attorney General

17
18 By:

19 */s/ Karissa Neff*

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