

1 BEFORE THE REAL ESTATE COMMISSION
2 STATE OF NEVADA

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

7 Petitioner,

8 vs.

9 KHALIL "KASE" ABUSHARKH

10 Respondent.

Case No. 2020-1034

FILED

DEC 16 2022

REAL ESTATE COMMISSION

BY Kelly Valadez

11 **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 The Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and
13 between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"),
14 through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Senior
15 Deputy Attorney General Phil Su, Deputy Attorney General Alma Orozco, Esq.; and Khalil "Kase"
16 Abusharkh ("RESPONDENT").

17 **JURISDICTION**

18 RESPONDENT, at all relevant times mentioned in the complaint, filed November 4, 2022, with
19 the Division ("Complaint"), is a licensed Broker under license number B.1002096.CORP.
20 RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the
21 provisions of NRS chapter 645 and NAC chapter 645.

22 **FACTUAL ALLEGATIONS**

23 1. RESPONDENT is the Broker and founding principal for The Kase Group, where Jeff
24 Bracco ("Bracco") is a director. BS 000001; BS 000025-29.

25 2. Bracco is licensed as a broker in California, under license number 01336201. BS 000006.

26 3. At all times relevant to this Complaint, Bracco did not hold any real estate license with
27 the State of Nevada. BS 000004-05.

28 4. On or around July 2020, Bracco represented the seller of real property located at 9420
West Lake Mead Boulevard, Las Vegas Nevada 89134 (the "Property"). BS 000097-120.

1 5. The buyer and seller, through their respective agents, entered into a Purchase and Sale
2 Agreement on July 16, 2020 ("PSA"), for the purchase of the Property. BS 000097-120.

3 6. Section 11 of the PSA provides "Seller represents that it is represented by Jeff Bracco of
4 The Kase Group ('Seller's Broker')" and if closing occurs "Seller shall pay a commission to Seller's
5 Broker at Closing . . . in an amount equal to one percent (1%) of the Purchase Price." BS 000108.

6 7. The Affidavit as to Broker Lien Rights lists RESPONDENT's brokerage, The Kase
7 Group, as the selling agent/broker and provides for \$88,000 commission owed. BS 000037.

8 8. The Seller's Settlement Statement provides for a total commission of \$88,000 for the
9 "Broker to The Kase Group." BS 00051-52.

10 9. On November 18, 2020, the Division sent RESPONDENT correspondence via certified
11 mail, noting the Division was in receipt of information against RESPONDENT and opened an
12 investigation on RESPONDENT, and requested the complete transaction file/broker's file related to the
13 Property by December 2, 2020. BS 000008.

14 10. On November 23, 2020, RESPONDENT emailed the Division the purchase agreement
15 and closing statement, stating that "The transaction was 'off market' so there was no listing agreement."
16 BS 000030.

17 **ALLEGED VIOLATIONS OF LAW**

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

19 11. RESPONDENT violated NRS 645.235(1)b) by assisting Bracco, who is not a licensed
20 real estate broker, broker-salesman or salesperson under NRS 645, in performing services with regard to
21 the sale of the Property without any type of authorization as required under NRS 645.

22 **DISCIPLINE AUTHORIZED**

23 1. Pursuant to NRS 645.235(2), the Commission is empowered to impose an
24 administrative fine not to exceed the amount of any gain or economic benefit that the person derived
25 from the violation or \$5,000, whichever amount is greater.

26 2. Additionally, under NRS 622.400, the Commission is authorized to impose the costs
27 of the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
28 Commission otherwise imposes discipline on RESPONDENT.

1 3. Therefore, the Division requests that the Commission take such disciplinary action as
2 it deems appropriate under the circumstances.

3 **PROPOSED STIPULATION AGREEMENT**

4 4. 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 a total of \$6,280.00 ("Amount Due") to the Division
8 within sixty (60) calendar days of the Commission's Order (defined below)
9 approving this Stipulation. The amount includes an amount equal to \$1,880.00 to
10 cover the Division's investigatory costs and attorney's fees. Notwithstanding the
11 foregoing, RESPONDENT may make partial payments towards the Amount Due
12 at any time, so long as the Amount Due is paid in full as of the deadline set forth
13 herein.

14 b. RESPONDENT, by agreeing to this settlement, does not admit to the factual
15 allegations or that any violations occurred.

16 5. RESPONDENT and the Division agree that by entering into this Stipulation, the
17 Division does not concede any defense or mitigation RESPONDENT may assert and that once this
18 Stipulation is approved and fully performed, the Division will close the instant matter.

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

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

4 8. Approval of Stipulation. Once executed, this Stipulation will be filed with the
5 Commission and will be placed on the agenda for approval at its next public meeting. The Division will
6 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission
7 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by
8 RESPONDENT before any amendment is effective. The approval of this Stipulation shall be by order
9 of the Commission ("Order") in substantially the form attached hereto.

10 9. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
11 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
12 the Division may pursue its Complaint before the Commission at the next or a future public meeting.
13 This Stipulation then shall become null and void and unenforceable in any manner against either party.

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

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

3 12. Default. In the event of default in the payment of the Amount Due in accordance with
4 the terms and conditions of this Stipulation, RESPONDENT agrees that his license shall be immediately
5 suspended, and the unpaid balance of the Amount Due, together with any attorney's fees and costs that
6 may have been assessed, shall be due in full to the Division within ten calendar days of the date of default.
7 Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division
8 or its assignee.

9 ...

10 ...

11 ...

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

3
4 DATED this ____ day of November, 2022.

DATED this ____ day of November, 2022.

5
6 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

7 By: _____
8 KHALIL "KASE" ABUSHARKH

By: _____
SHARATH CHANDRA, Administrator

9
10 Approved as to form:

11 AARON D. FORD
12 Attorney General

13 By: /s/ Alma Orozco
14 ALMA OROZCO (Bar No. 15300)
15 Deputy Attorney General
16 555 E. Washington Avenue, Suite 3900
17 Las Vegas, NV 89101
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1 13. RESPONDENT has signed and dated this Stipulation only after reading and
2 understanding all terms herein.

3
4 DATED this 7 day of November, 2022.

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6
7 By: 
8 KHALIL "KASE" ABUSHARKH

DATED this 16 day of November, 2022.

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

By: 
SHARATH CHANDRA, Administrator

9 Approved as to form:

10 AARON D. FORD
11 Attorney General

12
13 By: ALMA OROZCO (Bar No. 15300)
14 Deputy Attorney General
15 555 E. Washington Avenue, Suite 3900
16 Las Vegas, NV 89101
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REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
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Case No. 2020-1034

Petitioner,

vs.

KHALIL "KASE" ABUSHARKH,

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 December 14, 2022, and the Commission being fully apprised of 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 16th day of December, 2022.

Dated this 14th day of December, 2022.

NEVADA REAL ESTATE COMMISSION

By: 

Print Name: Spiridon Filias
Commission President