

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Petitioner,

vs.

BRAD MARTIN,

Respondent.

Case No. 2020-1033

FILED

OCT 05 2022

REAL ESTATE COMMISSION
BY 

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION

The 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 Alma Orozco, Esq.; and Brad Martin ("RESPONDENT") by and through his attorney of record, Elizabeth M. Sorokac, Esq.

JURISDICTION

RESPONDENT, at all relevant times mentioned in the complaint, filed August 19, 2022, with the Division ("Complaint"), held himself out and/or otherwise performed acts as a person licensed as a Broker/Salesperson. RESPONDENT 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. On or around July 2020, Brad Martin ("RESPONDENT") of Stetson Earhart represented the buyer of real property located at 9420 West Lake Mead Boulevard, Las Vegas Nevada 89134 (the "Property"). BTS 000097-120.

2. RESPONDENT is licensed as a broker in California, under license number 00867650. BTS 000017-19; BTS 000002.

3. At all times relevant to this Complaint, RESPONDENT did not hold any real estate license with the State of Nevada. BTS 000002.

1 4. At all times relevant to this Complaint, RESPONDENT was the managing director of
2 Stetson Earhart brokerage. BTS 000017-19.

3 5. Buyer is a California limited liability company. BTS 000088; BTS 000097.

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

6 7. Section 11 of the PSA provides "Buyer represents that it is represented by Brad Martin of
7 Stetson Earhart ('Buyer's Broker') in connection with this agreement . . ." and if closing occurs "Seller
8 shall pay a commission . . . to Buyer's Broker in an amount equal to one percent (1%) of the Purchase
9 Price." BTS 000108.

10 8. The Affidavit as to Broker Lien Rights lists RESPONDENT brokerage, Stetson Earhart,
11 as the selling agent/broker and provides for a "\$88,000 commission owed." BTS 00036-37.

12 9. The Seller's Settlement Statement provides for a total commission of \$88,000 for the
13 "Broker to Stetson Earhart." BTS 00051-52.

14 10. RESPONDENT advertised on his brokerage website the Property was "SOLD!" by
15 RESPONDENT and noted the Property was located in "Las Vegas, Nevada." BTS 000017-20.

16 11. On November 18, 2020, the Division sent RESPONDENT correspondence via certified
17 mail requesting the complete transaction file for the transaction/listing 9420 W. Lake Mead Blvd., Las
18 Vegas, NV 89134 with a deadline of December 2, 2020. BTS 000007.

19 12. On December 1, 2020, the Division sent RESPONDENT a "CEASE AND DESIST
20 ORDER" for Case No. 2020-1033 via certified mail, noting that the Division Administrator found that
21 RESPONDENT did not hold an active real estate broker, broker-salesperson or salesperson license, and
22 instructing RESPONDENT to "cease and desist from engaging in the business of, acting in the capacity
23 of or any form of advertisement and/or sale of property, assume to act as a real estate agent or any other
24 position that requires a license in the State of Nevada from the Nevada Real Estate Division." BTS
25 000010-12.

26 13. On November 24, 2020, RESPONDENT submitted an affidavit to the Division explaining
27 that it was his understanding the seller of the Property was represented by Kase Group, the principal of
28 which is a Nevada licensee, and as such, believed he did not need a Nevada real estate license as he was

1 only representing the buyer who lives in California. RESPONDENT voluntarily provided the division
2 with a complete transaction file. BTS 000088.

3 **ALLEGED VIOLATIONS OF LAW**

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

5 14. RESPONDENT violated NRS 645.230(1)(a) as he acted as a real estate salesperson, as
6 defined by NRS 645.040, or real estate broker as defined by NRS 645.030, without an appropriate license
7 when he represented buyer in a transaction for real property located in Nevada and advertised his
8 brokerage services by referencing the recent sale of 9420 W. Lake Mead Blvd., Las Vegas, NV 89134.

9 **DISCIPLINE AUTHORIZED**

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

13 16. Additionally, under NRS 622.400, the Commission is authorized to impose the costs of
14 the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
15 Commission otherwise imposes discipline on RESPONDENT.

16 17. Therefore, the Division requests that the Commission take such disciplinary action as it
17 deems appropriate under the circumstances.

18 **PROPOSED STIPULATION AGREEMENT**

19 18. In an effort to avoid the time and expense of litigating these issues before the Commission,
20 the parties desire to compromise and settle the instant controversy upon the following terms and
21 conditions:

- 22 a. RESPONDENT agrees to pay a total of \$47,673.00 ("Amount Due") to the
23 Division within ninety (90) calendar days of the Commission's Order (defined
24 below) approving this Stipulation. The amount includes an amount equal to
25 \$3,673.00 to cover the Division's investigatory costs and attorney's fees.
26 Notwithstanding the foregoing, RESPONDENT may make partial payments
27 towards the Amount Due at any time, so long as the Amount Due is paid in full as
28 of the deadline set forth herein.

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

3 19. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
4 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
5 approved and fully performed, the Division will close the instant matter. The Division agrees that
6 following the closing of the instant matter, it will not pursue any claims against Stetson Earhart, Inc., a
7 California corporation, regarding the same or substantially similar facts or circumstances that gave rise
8 to the Complaint.

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

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

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

27 23. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
28 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and

1 the Division may pursue its Complaint before the Commission at the next or a future public meeting.

2 This Stipulation then shall become null and void and unenforceable in any manner against either party.

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

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

19 26. Default. In the event of default in the payment of the Amount Due in accordance with the
20 terms and conditions of this Stipulation, RESPONDENT agrees that the unpaid balance of the Amount
21 Due, together with any attorney's fees and costs that may have been assessed, shall be due in full to the
22 Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary
23 assessments in this case may be instituted by the Division or its assignee.

24 ...

25 ...

26 ...

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

3
4 DATED this ____ day of September, 2022.

DATED this ____ day of September, 2022.

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

7 By: _____
8 BRAD MARTIN

By: _____
SHARATH CHANDRA
Administrator

9
10 Approved as to form:

11 AARON D. FORD
12 Attorney General

13 /s/ Alma Orozco
14 By: _____
15 ALMA OROZCO (Bar No. 15300)
16 Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

17 REISMAN SOROKAC

18
19
20 By: _____
21 ELIZABETH M. SOROKAC, ESQ. (Bar No. 8270)
22 8965 S. Eastern Avenue, Suite 382
23 Las Vegas, Nevada 89123
24
25
26
27
28

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

3
4 DATED this 26 day of September, 2022.

DATED this 26 day of September, 2022.

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

7 By: 
8 BRAD MARTIN

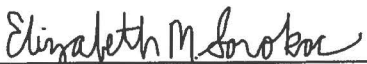
By: 
SHARATH CHANDRA
Administrator

9
10 Approved as to form:

11 AARON D. FORD
12 Attorney General

13 By: _____
14 ALMA OROZCO (Bar No. 15300)
15 Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

16
17 REISMAN SOROKAC

18
19 By:  9/26/22
20 ELIZABETH M. SOROKAC, ESQ. (Bar No. 8270)
21 8965 S. Eastern Avenue, Suite 382
22 Las Vegas, Nevada 89123
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Petitioner,

vs.

BRAD MARTIN,

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 27, 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 5th day of October, 2022.

Dated this 28th day of September, 2022.

NEVADA REAL ESTATE COMMISSION

By: Am h

Print Name: Darrell Plummer

Commission President

7017 3040 0000 4529 4943

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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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Total

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City

State

Zip

City

Brad Martin

c/o Reisman & Sorokac

8965 S Eastern Avenue, suite 382

Las Vegas, NV 89123



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brad Martin
c/o Reisman & Sorokac
8965 S Eastern Avenue, suite 382
Las Vegas, NV 89123



9590 9402 6251 0265 0191 46

2. Article Number (Transfer from service label)

7017 3040 0000 4529 4943

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Randy*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Rachael Loebl

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

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☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt