

FILED

DEC 16 2022

REAL ESTATE COMMISSION

BY *Kelly Valadez*

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Petitioner,

vs.

KENNETH R. CALDER,

Respondent.

Case Nos. 2021-1230 and 2021-1227

**STIPULATION AND ORDER FOR
SETTLEMENT OF DISCIPLINARY
ACTIONS**

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 Kenneth R. Calder ("RESPONDENT"), by and through his attorney Nicholas M. Wooldridge, Esq.

RESPONDENT, at all relevant times mentioned in this Complaint, was licensed by the Division as a broker and also holds property management permits from the Division. He is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

CASE NO. 2021-1230

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. RESPONDENT is licensed by the Division as a broker with the Division under licenses B.1001776.LLC and B.1001777.INDV and holds property management permits PM.0165690.BKR and PM.0166724.BKR.

2. At all relevant times, RESPONDENT was a manager and broker for Addicted Realty LLC, a Nevada limited liability company ("Addicted Realty").

3. Addicted Realty is a real estate brokerage and provides property management services.

1 4. George Anderson III ("Anderson") is also listed as a manager of Addicted Realty according to
2 the Nevada Secretary of State's records.

3 5. Anderson is licensed by the Division as a broker with the Division under licenses
4 B.1001398.LLC and B.1001399.INDV.

5 6. Anderson also held property management permits from the Division, however, said property
6 management permits were revoked by the Commission's order effective August 5, 2021.

7 7. The Division began its investigation after Addicted Realty failed to submit its trust account
8 reconciliations to the Division for 2019, 2020, and 2021.

9 8. As background, on August 1, 2019, the Division notified Anderson that he had failed to submit
10 his June 2019 trust account reconciliations to the Division as required by NRS 645.310(5) pursuant to
11 NAC 645.805(3), requested that Anderson also pay a fine in the amount of \$1,000.00 ("Fine"), and remit
12 his trust account reconciliations to the Division by September 3, 2019.

13 9. On September 3, 2019 Anderson paid the Fine but failed to submit the 2019 trust account
14 reconciliations to the Division.

15 10. The Division then filed a complaint against Anderson to be heard by the Commission at
16 its meeting beginning on December 7, 2020, regarding Anderson's failure to submit the trust account
17 reconciliations to the Division.

18 11. Despite the Commission's continuing Anderson's hearing multiple times and
19 RESPONDENT retaining legal counsel, Anderson failed to appear at the hearing personally, or through
20 legal counsel, such that the Commission entered its Findings of Fact, Conclusions of Law, and Order by
21 default ("Default Order") against Anderson on July 6, 2021.

22 12. The Default Order fined Anderson \$10,000.00, ordered him to pay the Division's costs in the
23 amount of \$738.72, and ordered that all property management permits held by him be revoked.

24 13. On December 27, 2021, the Division properly notified RESPONDENT that it had opened an
25 investigation against him regarding Addicted Realty's trust accounts and requested that RESPONDENT
26 provide copies of documents from April 2020 to June of 2020 including the following: (1) residential
27 management agreements, (2) owners statements, (3) residential lease agreements, (4) tenant ledgers, (5)
28 a sworn affidavit, and (6) an explanation regarding why his name appeared on certain bank account

1 signature cards for Addicted Realty, when he had submitted a Form 546A to the Division for 2019 and
2 2021, stating that he was not handling any funds ("Requested Documents").

3 14. After receiving no response from RESPONDENT, on or around June 10, 2021, the Division
4 sent a subsequent letter to RESPONDENT, again asking for the Requested Documents.

5 15. RESPONDENT failed to timely respond to the Division's follow-up letter.

6 16. As part of its investigation, the Division subpoenaed Addicted Realty's bank account records
7 from Bank of America.

8 17. Bank of America produced certain bank records responsive to the Division's subpoena.

9 18. Bank records were produced for an account ending in 8424, which is one of Addicted
10 Realty's brokerage accounts.

11 19. Bank records were produced for an account ending in 8780, which is also one of Addicted
12 Realty's brokerage accounts.

13 20. Bank records were produced for an account ending in 9663, which is Addicted Realty's
14 short-term rental trust account ("Short-term Rental Trust Account").

15 21. Bank records were produced for an account ending in 8437, which is Addicted Realty's
16 property management operating rental trust account ("Operating Rental Trust Account").

17 22. Bank records were produced for an account ending in 8440, which is Addicted Realty's
18 property management security deposit trust account ("Security Deposit Trust Account").

19 23. Both RESPONDENT and Anderson are listed as the only signatories on the accounts set forth
20 in Paragraphs 18-22.

21 24. Addicted Realty's bank account records showed that in April, May, and June of 2020,
22 approximately \$18,095.00 was transferred from Addicted Realty's brokerage account ending in 8780
23 into the Short-term Rental Trust Account.

24 25. By transferring and/or permitting the transfer of money from Addicted Realty's brokerage
25 account into the Short-term Rental Trust Account, RESPONDENT improperly co-mingled money.

26 26. In June of 2020, approximately \$5,667.67 was transferred from Addicted Realty's Operating
27 Rental Trust Account into the Short-term Rental Trust Account.

28 27. By transferring this money and/or permitting this transfer from Addicted Realty's Operating

1 Rental Trust Account into Addicted Realty's Short-term Rental Trust Account, RESPONDENT
2 improperly co-mingled money.

3 28. In June of 2020, approximately \$3,000.00 was transferred from Addicted Realty's Short-term
4 Rental Trust Account into its business brokerage account ending in 8780.

5 29. By transferring and/or permitting this transfer, RESPONDENT improperly co-mingled money
6 between Addicted Realty's Short-Term Rental Trust Account and its business brokerage account.

7 30. In June of 2020, approximately \$5,000.00 was transferred from Addicted Realty's business
8 brokerage account ending in 8780 into the Operating Rental Trust Account.

9 31. By transferring and/or permitting the transfer of these funds, RESPONDENT improperly co-
10 mingled money between Addicted Realty's business brokerage account and its Operating Rental Trust
11 Account.

12 32. In April, May and June of 2020, approximately \$64,000.00 was transferred from Addicted
13 Realty's business brokerage account ending in 8780 to its Operational Rental Trust Account.

14 33. By transferring and/or permitting the transfer of this money, RESPONDENT improperly co-
15 mingled money between Addicted Realty's business brokerage account and its Operational Rental Trust
16 Account.

17 34. In April and May of 2020, approximately \$55,000.00 was transferred from Addicted Realty's
18 Operating Rental Trust Account to its business brokerage account ending in 8780.

19 35. By transferring and/or permitting said transfer, RESPONDENT improperly co-mingled
20 money between Addicted Realty's Operating Rental Trust Account and its business brokerage account.

21 36. On June 12, 2020, approximately \$2,200.00 in cash was withdrawn from Addicted
22 Realty's Operating Rental Trust Account.

23 37. By making and/or permitting a cash withdrawal, RESPONDENT co-mingled Addicted
24 Realty's Operating Rental Trust Account with personal funds.

25 38. In April of 2020, approximately \$3,000.00 was transferred from Addicted Realty's Security
26 Deposit Trust Account to its business brokerage account ending in 8780.

27 39. By transferring/and or permitting this transfer, RESPONDENT improperly co-mingled money
28 between Addicted Realty's Security Deposit Trust Account and its business brokerage account.

1 40. On approximately June 10, 2021, the Division's investigator emailed RESPONDENT,
2 enclosing the Division's follow-up letter and requested a response and the Requested Documents.

3 41. In response, RESPONDENT stated, "I'm not sure how I missed this, but will start getting this
4 over to you ASAP."

5 42. On or around June 21, 2021, the Division properly notified RESPONDENT that it was bringing
6 a complaint against him for disciplinary action to be heard by the Nevada Real Estate Commission.

7 43. On or about July 10, 2022, RESPONDENT signed a sworn declaration submitted to the
8 Division regarding another case against him- Case No. 2021-1227- and also provided certain documents
9 to the Division in his response.

10 44. The documents RESPONDENT provided to the Division included, among other things, a
11 residential property management agreement dated July 16, 2019, a copy of a tenant check dated August
12 18, 2021, a lease agreement dated August 17, 2021, a lease agreement dated July 2, 2020, a lease
13 agreement dated August 26, 2019, a security deposit transmittal dated April 24, 2020, and owners'
14 statements from 2019, 2020, and 2021.

15 45. On or around July 29, 2022, RESPONDENT provided additional documents to the Division,
16 including leases, property management agreements, owners statements, and tenant ledgers for properties
17 Addicted Realty managed.

18 46. RESPONDENT also submitted an affidavit to the Division stating that with respect to
19 Addicted Realty's bank accounts ending in 8440, 8437, and 9663, that he filed a 546A form for the years
20 2019 and 2021, claiming that he did so because he did not handle the money in those accounts and was
21 only listed on Addicted Realty's bank's signature cards, "strictly as a back up in case something happened
22 to George Anderson."

23 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

24 47. RESPONDENT violated NRS 645.310(3) by comingling and/or permitting the co-mingling of
25 money or other property of a client on multiple occasions by improperly transferring and/or permitting
26 the transfer of money from the accounts as set forth in Paragraphs 24 to 39 of the complaint in this matter.

27 48. RESPONDENT violated NRS 645.630(1)(h) by comingling and/or permitting the co-mingling
28

1 of money of his own or converting the money of others to his own, on multiple occasions by improperly
2 transferring and/or permitting the transfer of money from accounts as set forth in Paragraphs 24 to 39 of
3 the complaint in this matter.

4 49. RESPONDENT violated NRS 645.630(1)(f) by failing, within a reasonable time, to account
5 for or to remit any money which comes into his possession which belongs to others.

6 50. RESPONDENT violated NRS 645.630(1)(e) by failing to maintain for review and audit by the
7 Division, each brokerage agreement and property management agreement.

8 51. RESPONDENT violated NRS 645.630(1)(g) by failing to balance the trust account at least
9 monthly and by failing to submit to the Division an annual accounting of the trust accounts on multiple
10 occasions.

11 52. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) by breaching his
12 obligation of absolute fidelity to his principal's interest.

13 53. RESPONDENT violated NAC 645.655(2) by failing to produce documents which a broker is
14 required to keep complete real estate transaction and property management records for.

15 54. RESPONDENT violated NAC 645.806(1) by failing to turn Addicted Realty's annual trust
16 account reconciliations into the Division on multiple occasions.

17 **Case No. 2021-1227**

18 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT**

19 55. At all relevant times, RESPONDENT was a manager of Addicted Realty LLC, a Nevada
20 limited liability company ("Addicted Realty").

21 56. Addicted Realty is a real estate brokerage and provides property management services.

22 57. RESPONDENT is licensed as a broker under B.1001776.LLC and B.1001777.INDV and holds
23 property management permits PM.0165690.BKR and PM.0166724.BKR.

24 58. George L. Anderson III ("Anderson") is also listed as a manager of Addicted Realty according
25 to the Nevada Secretary of State's records.

26 59. Anderson is licensed by the Division as a broker with the Division under licenses
27 B.1001398.LLC and B.1001399.INDV.
28

1 60. Anderson formerly held property management permits from the Division; however, said
2 property management permits were revoked by the Commission's order effective August 5, 2021.

3 61. On or around December 21, 2021, an individual ("Complainant") signed a complaint
4 submitted to the Division, stating that she owned property located at 75 N. Valle Verde, Unit 412 in
5 Henderson Nevada ("Property") that was managed by Addicted Realty.

6 62. The Complainant stated that Addicted Realty sent monthly payments to her late with no
7 monthly statements, that the payments were made in varying amounts, and that even though she had
8 requested owner's statements, they were never provided.

9 63. The Complainant further stated that in October of 2021, she gave written notice to
10 Addicted Realty that she was terminating her property management agreement with them and had hired
11 Las Vegas TurnKey Rentals ("TurnKey") to manage the Property beginning on November 1, 2021.

12 64. The Complainant stated that Addicted Realty failed to transfer the security deposit to
13 TurnKey within the legal timeframe, and to date, had made no attempt to transfer the security deposit to
14 TurnKey.

15 65. On or around December 27, 2021, the Division's investigator emailed RESPONDENT,
16 stating that she had enclosed an opening letter for a case against him, and a sworn declaration/affidavit
17 to be returned to the Division.

18 66. RESPONDENT responded to the Division's investigator that he had "received" her email.

19 67. On or around January 4, 2022, RESPONDENT was properly notified by the Division that
20 it had opened an investigation and requested that RESPONDENT provide the complete broker's
21 transaction file for the Property and requested a sworn declaration regarding his knowledge of all matters
22 set forth in complainant's complaint ("Requested Documents.")

23 68. The Division also opened an investigation against Anderson stemming from the
24 Complainant's complaint that was submitted to the Division.

25 69. After receiving no response or the Requested Documents from RESPONDENT, on or
26 around April 12, 2022, the Division sent RESPONDENT a follow-up letter requesting a response by
27 January 19, 2022.

28

1 70. On April 12, 2022, the Division's investigator emailed the Complainant and asked if she
2 had received the 1099 documents from Addicted Realty, the complete security deposit and transmittal,
3 and the owner's statements.

4 71. The Complainant responded that she had never received owner's statements from
5 Addicted Realty for the Property for 2019, 2020, and 2021, despite her requests for them and an
6 explanation why the amounts paid to her each month varied.

7 72. The Complainant also stated that she had not received 1099's for the Property for 2019,
8 2020, or 2021.

9 73. The Complainant also stated that TurnKey had received a partial security deposit back
10 from Addicted Realty but not the full amount, despite TurnKey's broker making several attempts to
11 obtain it.

12 74. The Complainant further stated that she sold the Property in February of 2022 and that
13 she was responsible for transferring the remaining amount of the security deposit [not received from
14 Addicted Realty] to the new owners/property management company.

15 75. TurnKey's broker also responded to the Divisions investigation.

16 76. He stated that he made multiple attempts to collect funds held on account from Addicted
17 Realty, eventually received \$1,750.00 from it thirty days after management of the Property was
18 transitioned to Turnkey, that a \$300.00 cleaning fee was never transferred from Addicted Realty to
19 TurnKey, that the original lease, application, and back up keys for the Property were not turned over to
20 TurnKey until more than three weeks after TurnKey took over management.

21 77. TurnKey's broker further stated when the Complainant sold the Property in March of
22 2022, she incurred damages in the amount of \$300.00 to fulfill the transfer of funds [i.e. the tenant
23 deposits] to the new buyer under the original lease agreement made between the tenant and Addicted
24 Realty on Complainant's behalf.

25 78. After not receiving any response from RESPONDENT to its initial letter or its follow-up
26 letter, on May 6, 2022, the Division properly notified RESPONDENT it would be filing a complaint for
27 hearing before the Commission.
28

1 79. On or around July 10, 2022, RESPONDENT untimely signed a response affidavit to the
2 Division's investigation and provided the Division with certain documents related to the management of
3 the Property.

4 80. In response to Claimant's contention that Addicted Realty failed to provide her owner's
5 statements and made payouts to her in varying amounts, RESPONDENT stated in part, that the
6 Complainant was a real estate agent with George Anderson Brokerage and that her owner's statements
7 were available on the owner portals.

8 81. RESPONDENT stated in response to Claimant's contention that she received different
9 payouts monthly, that "payments may differ due to maintenance issues, move/in/move out costs, the
10 amount of tenant payment, collected late fees etc."

11 82. In response to Claimant's contention that Addicted Realty failed to transfer the security
12 deposit timely to Turnkey, RESPONDENT stated that the Complainant informed them she would be
13 transferring management of the Property to TurnKey effective November 1, 2021, and that Addicted
14 Realty transferred the security deposit to TurnKey by check that cleared Addicted Realty's bank on
15 November 30, 2021.

16 83. RESPONDENT also provided the Division with a copy of a check issued on November
17 22, 2021 in the amount of \$1,750.00 to Turn Key.

18 84. RESPONDENT failed to timely respond to the Division's investigation.

19 85. Although RESPONDENT transferred a portion of the security deposit to TurnKey in the
20 amount of \$1,750.00, RESPONDENT failed to transfer the \$300.00 cleaning tenant deposit to TurnKey,
21 and thus failed to timely transfer the entirety of the tenant deposits to TurnKey.

22 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

23 86. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(a) by impeding
24 or attempting to impede the Division's investigation by failing to timely provide the Division with the
25 Requested Documents.

26 87. RESPONDENT violated NRS 645.630(1)(f) by failing, within a reasonable time, to account
27 for or remit money in his possession belonging to others, by failing to timely transfer the entirety of the
28 tenant deposits for the Property to TurnKey.

1
2 **PROPOSED SETTLEMENT**

3 In an effort to avoid the time and expense of litigation these issues before the Commission, the
4 parties desire to compromise and settle the instant controversies upon the following terms and
5 conditions:

6 **CASE No. 2021-1230**

7 1. RESPONDENT agrees to pay the Division a total amount of \$11,295.86 ("Amount
8 Due"), consisting of a \$8,000.00 fine imposed by the Division and the Division's pre-hearing
9 costs and attorneys' fees in the amount of \$3,295.86.

10 2. The Amount Due shall be payable to the Division within 90 days of the Effective
11 Date of the order approving this settlement.

12 **CASE No. 2021-1227**

13 3. RESPONDENT agrees to pay the Division a total amount of \$2,629.80 ("Amount
14 Due"), consisting of a \$500.00 fine imposed by the Division and the Division's pre-hearing
15 costs and attorneys' fees in the amount of \$2,129.80.

16 4. The Amount Due shall be payable to the Division within 90 days of the Effective
17 Date of the order approving this settlement

18 **TERMS APPLICABLE TO SETTLEMENT OF BOTH CASES**

19 5. RESPONDENT shall surrender any and all property management permits issued
20 to him by the Division for a period of five years from the Effective Date of the order
21 approving this settlement and shall not be permitted to engage in any type of activity
22 constituting property management during the time said permits are surrendered.

23 6. RESPONDENT and the Division agree that by entering into this Stipulation, the
24 Division does not concede any defense or mitigation RESPONDENT may assert and that
25 once this Stipulation is approved and fully performed, the Division will close its file in this
26 matter. Further, RESPONDENT does not concede the violations of law nor the factual
27 allegations set forth in the complaints other than those already admitted in his Answers
28 on file with the Division.

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

14 8. Each party shall bear their own attorney's fees and costs, except as provided
15 above.

16 9. Approval of Stipulation. Once executed, this Stipulation will be filed with the
17 Commission and will be placed on the agenda for approval at its next public meeting. The
18 Division will recommend to the Commission approval of the Stipulation. RESPONDENT
19 agrees that the Commission may approve, reject, or suggest amendments to this
20 Stipulation that must be accepted or rejected by RESPONDENT before any amendment is
21 effective.

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

27 11. Release. In consideration of the execution of this Stipulation, RESPONDENT
28 for himself, his heirs, executors, administrators, successors, and assigns, hereby releases,

1 remises, and forever discharges the State of Nevada, the Department of Business and
2 Industry, and the Division, and each of their respective members, agents, employees, and
3 counsel in their individual and representative capacities, from any and all manner of
4 actions, causes of action, suits, debts, judgments, executions, claims, and demands
5 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has,
6 may have, or claim to have against any or all of the persons or entities named in this
7 section, arising out of or by reason of the Division's investigation, this disciplinary action,
8 and all other matters relating thereto.

9 In consideration of execution of this Stipulation, and subject to the RESPONDENT's
10 performance of the terms and conditions set forth in Paragraphs 1-5 above, inclusive, the
11 State of Nevada, the Department of Business and Industry and the Division, and each of
12 their respective members, agents, employees and counsel in their individual and
13 representative capacities, hereby release, remise and forever discharges RESPONDENT
14 from any and all actions, causes of actions, suits, debts, judgments, executions, claims and
15 demands whatsoever known or unknown, in law or in equity, that the State of Nevada, the
16 Department of Business and Industry and the Division, and each of their respective
17 members, agents, employees and counsel in their individual and representative capacities,
18 ever had, now have, may have, or claim to have, against RESPONDENT arising out of or
19 by reason of the Division's investigation, this disciplinary action and all other matters
20 relating hereto.

21 12. 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,

1 suits, and actions.

2 13. Default. In the event of default under this Stipulation, RESPONDENT agrees
3 that his licenses and/or permits shall be immediately suspended, and the unpaid balance
4 of the administrative fine and costs, together with any attorneys' fees and costs that may
5 have been assessed, shall be due in full to the Division within ten calendar days of the date
6 of default. Debt collection actions for unpaid monetary assessments in this case may be
7 instituted by the Division or its assignee.

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

10
11 DATED this 12th day of December, 2022. DATED this 12th day of December, 2022.

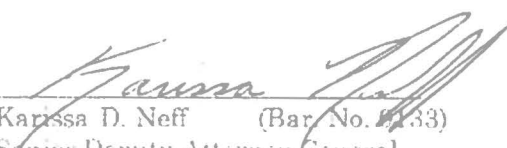
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13 NEVADA DEPARTMENT OF BUSINESS
14 & INDUSTRY, REAL ESTATE DIVISION

15 By: 
16 KENNETH R. CALDER

15 By: _____
16 SHARATH CHANDRA
17 Administrator

18 Approved to as form:

19 AARON D. FORD
20 Attorney General

21 By: 
22 Karissa D. Neff (Bar No. 6233)
23 Senior Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
25 Las Vegas, NV 89101
26 Attorneys for Real Estate Division

27 LV Criminal Defense
28

1 suits, and actions.

2 13. Default. In the event of default under this Stipulation, RESPONDENT agrees
3 that his licenses and/or permits shall be immediately suspended, and the unpaid balance
4 of the administrative fine and costs, together with any attorneys' fees and costs that may
5 have been assessed, shall be due in full to the Division within ten calendar days of the date
6 of default. Debt collection actions for unpaid monetary assessments in this case may be
7 instituted by the Division or its assignee.

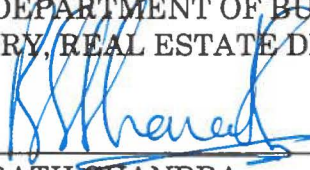
8 14. RESPONDENT has signed and dated this Stipulation only after reading and
9 understanding all terms herein.

10
11 DATED this 12th day of December, 2022.

DATED this 12 day of December, 2022.

12
13 NEVADA DEPARTMENT OF BUSINESS
14 & INDUSTRY, REAL ESTATE DIVISION

15 By: 
16 KENNETH R. CALDER

15 By: 
16 SHARATH CHANDRA
17 Administrator

18 Approved to as form:

19 AARON D. FORD
20 Attorney General

21 By: _____
22 Karissa D. Neff (Bar. No. 9133)
23 Senior Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
25 Las Vegas, NV 89101
Attorneys for Real Estate Division

26 LV Criminal Defense
27
28

1 By:

Nicholas M. Wooldridge
400 S. 7th St., #401
Las Vegas, NV 89101
(702) 359-8494

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3
4
5 **ORDER**

6
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 IT IS FURTHER ORDERED that the foregoing Stipulation and Order for
10 Settlement of Disciplinary Action shall become effective December 16, 2022 "Effective
11 Date").

12 Dated: December 16, 2022.

13
14 REAL ESTATE COMMISSION
15 STATE OF NEVADA

16
17 By: 

18 President, Nevada Real Estate Commission

19 Submitted by:

20
21 AARON FORD, Attorney General

22 By:

23 /s/ *Karissa Neff*

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