

1 a. RESPONDENT agrees to pay the Division a fine in the amount of \$2,500 and the
2 Division's fees and costs in the amount of \$2,595.40 for a total payment of
3 \$5,095.40. RESPONDENT shall make 18 monthly payments to the Division with
4 17 payments of \$283.08 per month and the 18th and last monthly payment of
5 \$283.04, starting one month after the entry of Order Approving this Stipulation.
6 RESPONDENT shall be permitted to pay off the amount sooner if he so chooses.

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

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

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

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

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

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

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

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

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BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2021-622

Petitioner,

vs.

ALI SHAHROKHI,

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 February 21, 2023, and the Commission being fully apprised of the 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 28th day of February, 2023.

Dated this 21st day of February, 2023.

NEVADA REAL ESTATE COMMISSION

By: 

[Print Name] Spiridon Filios

Commission President