

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Petitioner,

vs.

DANE C. BROOKS,  
(B.0062410.LLC-Expired,  
PM.0163550.BKR- Expired),

Respondent.

Case No. 2024-364; 2024-540;  
2024-1012

**FILED**

JUN 02 2025

REAL ESTATE COMMISSION

BY 

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

These consolidated matters came on for hearing before the STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"), during a regular agenda on May 13, 2025, in Las Vegas, Nevada, in-person and by video conference. RESPONDENT Dane C. Brooks ("RESPONDENT") appeared on his own behalf, and deputy attorney general Phil W. Su, Esq., appeared on behalf of Petitioner REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division").

Attorney Su moved to consolidate the three concurrently filed Complaints against RESPONDENT Brooks, Case Nos. 2024-364, 2024-540, and 2024-1012, as all three Complaints involved generally similar facts and legal allegations concerning RESPONDENT Brooks' misappropriation of rents and security deposits for properties he was managing. Attorney Su also informed the commission that the parties have stipulated to the factual allegations and alleged legal violations of all three concurrently filed Complaints against RESPONDENT Brooks, and that all that remains for the Commission to determine is what discipline, if any, to impose upon RESPONDENT Brooks.

Upon motion, the Commission admitted into evidence all documents timely submitted by both parties to the Division. During the Division's case-in-chief, NRED Investigator Shannon Goddard testified regarding her investigation of the consolidated

1 matters. She also testified that she has opened new investigations based upon additional  
2 complaints filed against RESPONDENT Brooks since the closing of the investigations in  
3 the consolidated cases, and her review of RESPONDENT'S disciplinary history with the  
4 Division.

5 After hearing testimony and reviewing the documents presented in this matter and  
6 for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of  
7 Law, and Order in the consolidated matters as follows:

### 8 JURISDICTION

9 RESPONDENT, at all relevant times mentioned in this Complaint, was actively  
10 licensed as a Broker (B.0062410.LLC) and held a property management permit  
11 (PM.0163550.BKR).<sup>1</sup> RESPONDENT is, therefore, subject to the jurisdiction of the  
12 Division and the Commission, and the provisions of NRS Chapter 645 and NAC Chapter  
13 645.

### 14 FACTUAL ALLEGATIONS (CASE NO. 2024-364)

15 By unanimous vote, the Commission found the following Factual Allegations were  
16 proven:

17 1. At all times relevant to this Complaint, RESPONDENT was registered as a  
18 broker of record with Valleywide Properties and Management.

19 2. On April 16, 2024, the Division received a Statement of Fact from  
20 COMPLAINANT Carolyn McClanahan ("COMPLAINANT"), alleging that she had not  
21 received her rents for two properties, 3425 E. Russell Rd. #228 ("Russell") and 101 Luna  
22 Way #152 ("Luna") in a timely manner since April 2023, totaling eighteen (18) months of  
23 unremitted rent.

24 3. The COMPLAINANT'S Bank of America statements showed inconsistent  
25 payment activity despite tenant-occupied units, including no deposits to her account for six  
26 months in 2023: Jan 2023-April 2023, September 2023 and November 2023.

27 4. On April 28, 2024, the Division issued an open investigation letter to  
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<sup>1</sup> Respondent allowed both his broker license and PM permit to expire on October 31, 2024.

1 RESPONDENT regarding the Statement of Fact and requesting his response via affidavit,  
2 with deadline for response by May 2, 2024.

3 5. On May 9, 2024, RESPONDENT notarized a responsive affidavit to support  
4 that COMPLAINANT was paid and that there were no missing payments.

5 6. RESPONDENT contended that since work was required for the Russell  
6 property, they entered into a rental deferment agreement for the cost of the work to be  
7 performed.

8 7. The rental deferment agreement was never reduced to a written agreement.

9 8. RESPONDENT further contended that due to this rental expense deduction  
10 process, two months of rent, for August and November 2023, were not paid, but that all  
11 other rent in 2023-2024 were paid.

12 9. RESPONDENT'S Trust Account Reconciliations submitted to the Division on  
13 October 30, 2023, showed a balance in the Operating Account of \$-26.72, as substantiated  
14 on the accompanying Bank Statement, which was inconsistent with his "Rent Roll Report,"  
15 which showed a balance of \$176,075.75.

16 10. RESPONDENT'S Trust Account Reconciliations showed a balance in his  
17 Security Deposit Account with a \$15.00 balance, as substantiated on the accompanying  
18 Bank Statement, which was inconsistent with his "Security Deposits Build Review," which  
19 showed a balance of \$185,343.00.

20 11. RESPONDENT'S Trust Account Reconciliations submitted Oct 2024 were  
21 incomplete and unreconciled.

22 12. On October 2, 2024, COMPLAINANT emailed Division Investigator Goddard  
23 to report that RESPONDENT "paid all the money that he owe[d] [her]" and inquiring how  
24 to "drop [her] case" against RESPONDENT.

25 13. On October 16, 2024, Division Investigator Goddard had a phone call with the  
26 COMPLAINANT, who stated that she felt she was subsequently made whole by  
27 RESPONDENT and "didn't really want to get Dane in trouble."  
28

1           14. During their call, COMPLAINANT reported to Investigator Goddard that  
2 RESPONDENT had managed the Luna property for seven years and had always paid her  
3 by check with a statement, but that he stopped that practice in 2021 when check payments  
4 became inconsistent, and that his company then went to an electronic payment system  
5 through ApFolio.

6           15. COMPLAINANT also reported that RESPONDENT experienced issues with  
7 maintaining accurate accounting records and did not consistently follow-up on  
8 commitments to provide COMPLAINANT with accounting details.

9           16. Investigator Goddard explained that while COMPLAINANT'S request to  
10 "drop her case" would be noted, the Division's investigation would nevertheless continue.

11           17. Also on October 16, 2024, Investigator Goddard sent a follow-up email to  
12 RESPONDENT, requesting owner statements and tenant statements showing rent  
13 payments for the entire time of management; to confirm that he transferred the security  
14 deposit on the Luna property to the new management company; and to provide proof that  
15 COMPLAINANT owed RESPONDENT a balance of \$1,569.31, per RESPONDENT'S  
16 affidavit.

17           18. On or about October 22, 2024, RESPONDENT mailed the requested  
18 documents to Investigator Goddard, but did not respond to her questions regarding the  
19 Luna property security deposit or balance of \$1,569.21.

20           19. The owner's statement for the Russell property showed rent of \$1,250.00 paid  
21 for the months of Feb 2023, March 2023, April 2023, August 2023 and November 2023, but  
22 did not reflect owner disbursements made to the owner for those months.

23           20. The balance on 11/2/2023 in the Russell owner's account Apfolio report was  
24 \$4,870.00.

25           21. After the Complaint's Statement of Fact/Complaint was filed and the  
26 Respondent was notified of the open investigation, three payments were made in May 2024:  
27 5/10/24 \$1,175 paid (for 8/2023); 5/15 \$1,175 paid (for 11/2023); and 5/18 \$1,065 paid (for  
28 1/2023) which put the owner statement into a negative balance of \$-114.31.



1           22.     The Owner statement shows an "Owner held Security Deposit" of \$1,295 on  
2 9/23/22 for tenant Kyle Sheets for the Luna property, which contradicts Sec 4.C of the  
3 Property Management Agreement, which states that the property manager would hold  
4 deposits in a trust account

5           23.     On or about October 25, 2024, RESPONDENT emailed COMPLAINANT to  
6 communicate that the security deposit for the Luna property was transferred to Brady  
7 Realty Group and stated that he was still looking into the balance owed, opining that he  
8 "believes it has to do with the Russell property."

9           24.     Per COMPLAINANT'S phone call with Investigator Goddard, however, the  
10 Russell property had already been moved to Brady Realty Group for management by July  
11 2024.

12           25.     On or about October 30, 2024, RESPONDENT emailed Investigator Goddard  
13 to report that the Luna property security deposit had been transferred and claiming that  
14 an owner-held security deposit in December 2022 contributed to a deficit of \$1,920.84.

15           26.     On November 12, 2024, the Division mailed an NRS 233B letter via certified  
16 mail to RESPONDENT, stating the Division's intent to file a complaint with the  
17 Commission for violations of NRS 645.630(1)(f); NRS 645.633(1)(i) pursuant to NAC  
18 645.605(1); and NRS 645.310(5).

19                   **VIOLATIONS OF LAW ALLEGED (CASE NO. 2024-364)**

20           By unanimous vote, the Commission found that RESPONDENT has committed the  
21 following violations of law:

22           1.       RESPONDENT violated NRS 645.630(1)(f) on two distinct and separate  
23 occasions, by failing, within a reasonable time, to account for or to remit rents on the Luna  
24 and Russell properties.

25           2.       RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) by  
26 engaging in deceitful, fraudulent and dishonest dealing by holding security deposits for  
27 tenants under conflicting tenant and property management agreements and withholding  
28 relevant accounting information from his client owner.

3. RESPONDENT violated NRS 645.310(5) by submitting incomplete and/or unreconciled trust account reports in 2023 and 2024.

**FACTUAL ALLEGATIONS (CASE NO. 2024-540)**

By unanimous vote, the Commission found the following Factual Allegations were proven:

1. At all times relevant to this Complaint, RESPONDENT was registered as a broker of record with Valleywide Properties and Management.

**Valerie Jahner- 6450 Stone Dry #101**

2. On or about June 10, 2024, the Division received a Statement of Fact from COMPLAINANT Valerie Jahner ("Complainant Jahner"), alleging that she did not receive rental payments for her tenant-occupied rental property, 6450 Stone Dry #101, (the Stone Dry property) managed by RESPONDENT.

3. Complainant Jahner alleged that RESPONDENT failed to deposit rental payments for at least ten (10) months between March 2023 and April 2024, despite rental payments being deposited by the tenant with RESPONDENT.

4. Meeting with RESPONDENT on May 21, 2024, Complainant Jahner alleged that RESPONDENT told her "[t]here was a maintenance issue that cause my bookkeeper to pause your deposits," but that he also assured her that the issues would be resolved and she could count on her future deposits being deposited no later than the 10<sup>th</sup> of each month.

**Perry Sotiropoulos Complaint- 2615 W. Gary Ave #2064**

5. On or about October 30, 2024, the Division received a Statement of Fact from COMPLAINANT Perry Sotiropoulos ("Complainant Sotiropoulos"), alleging that they did not receive rental payments for a tenant-occupied rental property, 2615 W. Gary Ave. #2064, (the Gary Property) managed by RESPONDENT.

6. Complainant Sotiropoulos alleged that RESPONDENT owed \$5,865.00 in missing rents from 2024, despite consistent rental payments being deposited by the tenant with RESPONDENT.

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**Division Investigation and Respondent Response**

7. On June 17, 2024, Division Investigator Shannon Goddard issued an open investigation email communication to RESPONDENT regarding the Statements of Fact received in the Jahner Statement of Fact/Complaint and requested his responsive affidavit by July 1, 2024.

8. On July 3, 2024, the Division received RESPONDENTS responsive affidavit and statement for the Jahner Statement of Fact, consisting of three (3) total pages.

9. On October 21, 2024, RESPONDENT provided his workfile for the Stone Dry property, consisting of owner statements, vendor invoices, the property management agreement, and tenant lease agreement and ledger

10. On October 30, 2024, Investigator Shannon Goddard sent a second, follow-up email communication to RESPONDENT, attaching the additional Sotiropoulos complaint for the Gary property, requesting his response via affidavit by November 13, 2024.

11. RESPONDENT did not provide a timely response to the additional Sotiropoulos complaint for the Gary property.

12. On or about November 12, 2024, the Division mailed an NRS 233B letter via certified mail to RESPONDENT, stating the Division's intent to file a complaint with the Commission for violations of NRS 645.630(1)(f); NRS 645.633(1)(h) pursuant to NAC 645.605(1); and NRS 645.310(5).

**VIOLATIONS OF LAW (CASE NO. 2024-540)**

By unanimous vote, the Commission found that RESPONDENT has committed the following violations of law:

1. RESPONDENT violated NRS 645.630(1)(f) on two separate occasions, by failing, within a reasonable time, to account for or to remit rents on the Stone Dry and Gary properties.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) on two separate occasions by committing gross negligence and/or incompetence in breaching his obligation of absolute fidelity to his principals' interest when he failed to timely

1 communicate with, and remit monies due to, his clients as to the Stone Dry and Gary  
2 properties.

### 3 **FACTUAL ALLEGATIONS**

4 By unanimous vote, the Commission found the following factual allegations were  
5 proven:

6 1. At all times relevant to this Complaint, RESPONDENT was registered as a  
7 broker of record with Valleywide Properties and Management.

#### 8 **Akira Yoshimura Complaint- 344 Judith Ann Ct.**

9 2. On November 5, 2024, the Division received a Statement of Fact from  
10 COMPLAINANT Akira Yoshimura ("Complainant Yoshimura"), alleging that they did not  
11 receive rental payments for their tenant-occupied rental property, 344 Judith Ann Ct.,  
12 managed by RESPONDENT, totaling \$3,653.06 in rental payments that he collected but  
13 failed to deposit into their accounts.

14 3. Complainant Yoshimura noted that they received a notice from  
15 RESPONDENT that he was "merging" with Brady Realty Group, but later came to find out  
16 he was in fact retiring and closing his business on October 31, 2024.

#### 17 **Dale Rausch Complaint- 1925 Coralino Dr.**

18 4. On November 6, 2024, the Division received a Statement of Fact from  
19 COMPLAINANT Dale Rausch ("Complainant Rausch"), alleging that they did not receive  
20 rental payments for a tenant-occupied rental property, 1925 Coralino Dr, managed by  
21 RESPONDENT, totaling \$6,590.00 in missing rents and security deposits that he collected  
22 but failed to deposit into their accounts.

23 5. Complainant Rausch reported that rent in 2024 has been sporadic, including  
24 non-sufficient funds in March 2024.

25 6. Complainant Rausch also reported that they had not received rents for  
26 September or October 2024 despite proof that Rausch's tenant had paid those rents to  
27 RESPONDENT pursuant to the terms of the lease.

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1                                   **Glenn Jurkowich Complaint-**

2                                   **55 E. Agate Ave. #308 and 87 E. Agate Ave. #402**

3           7.     On November 13, 2024, the Division received a Statement of Fact from  
4 COMPLAINANT Glenn Jurkowich ("Complainant Jurkowich"), alleging that they did not  
5 receive rental payments for two tenant-occupied rental properties, 55 E. Agate Ave. #308  
6 and 87 E. Agate Ave. #402, managed by RESPONDENT, totaling \$7,522.89 in missing  
7 rents and security deposits that he collected but failed to deposit into their accounts.

8           8.     Complainant Jurkowich reported that they had not received rents for April  
9 and October 2024 and that RESPONDENT repeatedly put off calling Jurkowich back  
10 despite email representations that he would do so.

11                                   **Lina Phu Complaint-**

12                                   **10483 Badger Ravine St. and 5637 Jelsma Ave.**

13           9.     On November 5, 2024, the Division received a Statement of Fact from  
14 COMPLAINANT Lina Phu ("Complainant Phu"), alleging that they did not receive rental  
15 payments for two tenant-occupied rental properties, 10483 Badger Ravine St. and 5637  
16 Jelsma Ave., managed by RESPONDENT, for August and September 2024, or confirm  
17 transfer of security deposits after she terminated her property management contract with  
18 him effective September 26, 2024.

19           10.    Complainant Phu sent emails on October 8th and 9th requesting accounting  
20 of rent amounts and security deposits, but did not receive any response.

21                                   **Shell and Matthew Brewer Complaint-**

22                                   **1886 Dwarf Star and 2782 Eldora Cr.**

23           11.    On or about November 12, 2024, the Division received a Statement of Fact  
24 from COMPLAINANTS Shell and Matthew Brewer (the "Brewer Complainants"), alleging  
25 that they did not receive rental payments for two tenant-occupied rental properties, 1886  
26 Dwarf Star and 2782 Eldora Cr., managed by RESPONDENT, totaling \$8,630.00 in rental  
27 payments that he collected but failed to deposit into their accounts.

28           12.    The Brewer Complainants asserted that they sought RESPONDENT out at



1 his personal residence and he verbally admitted to owing them rental payments but could  
2 not or would not pay them.

3 13. The Brewer Complainants attest that RESPONDENT offered to write a  
4 settlement agreement to make monthly payments beginning December 1, 2024, and he  
5 admitted that he was in arrears of “tens of thousands of dollars.”

6 **Michelle Wong Complaint-**

7 **2606 S. Durango Dr. #121; 4981 River Glen Dr. #61; 555 Silverado Ranch Blvd.**

8 **#2079; and 45 Maleena Mesa #227**

9 14. On or about November 21, 2024, the Division received a Statement of Fact  
10 from COMPLAINANT Michelle Wong (“Complainant Wong”), alleging that they never  
11 received rental payments for four tenant-occupied rental properties, 2606 S. Durango Dr.  
12 #121; 4981 River Glen Dr. #61; 555 Silverado Ranch Blvd. #2079; and 45 Maleena Mesa  
13 #227, all managed by RESPONDENT, totaling over \$23,000.00 in rent and security  
14 deposits that he collected but failed to deposit into their accounts.

15 15. Complainant Wong also noted that despite informing RESPONDENT of  
16 accounting errors and missing deposits, and his assurances that he would review those  
17 issues, he simply adjusted his accounting to reflect those missing payments and issued her  
18 1099 tax forms based on those numbers, without addressing the underlying missing  
19 payments.

20 **Richard Sweeney Complaint-**

21 **7192 Mizzen amd 8124 Sickel Lane**

22 16. On November 5, 2024, the Division received a Statement of Fact from  
23 COMPLAINANT Richard Sweeney (“Complainant Sweeney”), alleging that they never  
24 received rental payments for three tenant-occupied rental properties, 7192 Mizzen, 8124  
25 Sickel Lane, and a third unidentified property, all managed by RESPONDENT.

26 17. Complainant Sweeney alleges RESPONDENT failed to pay rental funds for  
27 September 2022, which he has been trying to recover from RESPONDENT over the past  
28 two years.

1 18. Complainant Sweeney also alleges that RESPONDENT failed to pay any  
2 rental funds for October 2024.

3 **Yingbo and Yu Zhang Complaint- 9109 Ripple Ridge Ave #102**

4 19. On November 13, 2024, the Division received a Statement of Fact from  
5 COMPLAINANTS Yingbo and Yu Zhang (the “Zhang Complainants”), alleging that they  
6 never received rents for their tenant-occupied rental property, 9109 Ripple Ridge Ave.,  
7 #102, managed by RESPONDENT, totaling \$6,800.00 in missing rents.

8 20. The Zhang Complainants reported that RESPONDENT’S brokerage would  
9 “often hold the renter’s rent for one to two months before transfer of the rent money to  
10 [their] bank accounts,” and when asked about the late payments via email, text, and phone,  
11 RESPONDENT typically did not give them any response.

12 21. An October 30, 2024, email from the Valleywide Properties “accounting  
13 department” purported to have scheduled three payments of \$1,720 (April 2024); \$1,680  
14 (May 2024); and \$1,700 (Oct 2024), for processing to the Zhang Complainants’ bank  
15 account, but payment still had not been received by the account as of November 4, 2024.

16 **John Zhiyong Wang Complaint- 1447 Summerglow Ave.**

17 22. On or about November 12, 2024, the Division received a Statement of Fact  
18 from COMPLAINANT John Zhiyong Wang (“Complainant Wang”), alleging that they never  
19 received rents for a tenant-occupied rental property at 1447 Summerglow Ave., managed  
20 by RESPONDENT, totaling \$5,210.00 in missing rents and security deposits.

21 23. Complainant Wang’s Statement of Fact/Complaint asserts that  
22 RESPONDENT failed to remit rental payments for September and October of 2024, and  
23 that RESPONDENT has failed to return email communications from Complainant Wang  
24 seeking an explanation.

25 **Division Investigation and Respondent’s Non-Response**

26 24. On November 8, 2024, Division Investigator Shannon Goddard issued an open  
27 investigation email communication to RESPONDENT regarding the Statements of Fact  
28 received to date in Case 2024-1012, and requesting his responsive affidavit by November

22, 2024.

25. RESPONDENT merely responded with an email reply stating: "Received and acknowledged. Thank you."

26. On November 15, 2024, Division Investigator Shannon Goddard sent a second, follow-up email communication to RESPONDENT, attaching additional complaints in Case 2024-1012 and requesting his response via affidavit by November 29, 2024.

27. RESPONDENT again merely responded with an email reply, this time stating: "Received. Thank you."

28. On or about November 21, 2024, the Division mailed an NRS 233B letter via certified mail to RESPONDENT, stating the Division's intent to file a complaint with the Commission for violations of NRS 645.630(1)(f) and NRS 645.633(1)(h) pursuant to NAC 645.605(6).

#### **VIOLATIONS OF LAW (CASE NO. 2024-1012)**

By unanimous vote, the Commission found that RESPONDENT has committed the following violations of law:

1. RESPONDENT violated NRS 645.630(1)(f) sixteen distinct and separate times by failing, within a reasonable time, to account for or to remit rents as to each of the following properties:

- a. Akira Yoshimura- 344 Judith Ann Ct.;
- b. Dale Rausch Complaint- 1925 Coralino Dr;
- c. Glenn Jurkowich- 55 E. Agate Ave. #308;
- d. Glenn Jurkowich- 87 E. Agate Ave. #402;
- e. Lina Phu Complaint- 10483 Badger Ravine St.;
- f. Lina Phu Complaint- 5637 Jelsma Ave.;
- g. Shell and Matthew Brewer- 1886 Dwarf Star;
- h. Shell and Matthew Brewer- 2782 Eldora Cr.
- i. Michelle Wong- 2606 S. Durango Dr. #121;
- j. Michelle Wong- 4981 River Glen Dr. #61;

- k. Michelle Wong- 555 Silverado Ranch Blvd. #2079;
- l. Michelle Wong- 45 Maleena Mesa #227;
- m. Richard Sweeney- 7192 Mizzen;
- n. Richard Sweeney- 8124 Sickie Lane;
- o. Yingbo and Yu Zhang- 9109 Ripple Ridge Ave #102; and
- p. John Zhiyong Wang - 1447 Summerglow Ave.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) sixteen distinct and separate times by committing gross negligence and/or incompetence in breaching his obligation of absolute fidelity to his principals' interest when he failed to timely communicate with, and remit monies due to, his clients as to each of the following properties:

- a. Akira Yoshimura- 344 Judith Ann Ct.;
- b. Dale Rausch Complaint- 1925 Coralino Dr;
- c. Glenn Jurkowich- 55 E. Agate Ave. #308;
- d. Glenn Jurkowich- 87 E. Agate Ave. #402;
- e. Lina Phu Complaint- 10483 Badger Ravine St.;
- f. Lina Phu Complaint- 5637 Jelsma Ave.;
- g. Shell and Matthew Brewer- 1886 Dwarf Star;
- h. Shell and Matthew Brewer- 2782 Eldora Cr.
- i. Michelle Wong- 2606 S. Durango Dr. #121;
- j. Michelle Wong- 4981 River Glen Dr. #61;
- k. Michelle Wong- 555 Silverado Ranch Blvd. #2079;
- l. Michelle Wong- 45 Maleena Mesa #227;
- m. Richard Sweeney- 7192 Mizzen;
- n. Richard Sweeney- 8124 Sickie Lane;
- o. Yingbo and Yu Zhang- 9109 Ripple Ridge Ave #102; and
- p. John Zhiyong Wang - 1447 Summerglow Ave.

1 **ORDER**

2 Based on the foregoing findings of facts and conclusions of law in the consolidated  
3 matters, the Commission hereby orders, by unanimous vote, the following:

4 1. For Case 2024-364, RESPONDENT shall pay the Division a total of  
5 \$7,191.26 ("Amount Due for Case 2024-364"), consisting of \$2,000.00 in fines, plus the  
6 Division's costs and pre-hearing attorney's fees in the amount of \$5,191.26. The Amount  
7 Due shall be paid to the Division within 90 days of the effective date of this Order.

8 a. All licenses, permits and certificates issued to RESPONDENT are also  
9 hereby revoked.

10 2. For Case 2024-540, RESPONDENT shall pay the Division a total of  
11 \$7,151.26 ("Amount Due for Case 2024-540"), consisting of \$2,000.00 in fines, plus the  
12 Division's costs and pre-hearing attorney's fees in the amount of \$5,151.26. The Amount  
13 Due shall be paid to the Division within 90 days of the effective date of this Order.

14 a. All licenses, permits and certificates issued to RESPONDENT are also  
15 hereby revoked.

16 3. For Case 2024-1012, RESPONDENT shall pay the Division a total of  
17 \$21,031.26 ("Amount Due for Case 2024-1012"), consisting of \$16,000.00 in fines, plus the  
18 Division's costs and pre-hearing attorney's fees in the amount of \$5,031.26. The Amount  
19 Due shall be paid to the Division within 90 days of the effective date of this Order.

20 a. All licenses, permits and certificates issued to RESPONDENT are also  
21 hereby revoked.

22 4. If the Amounts Due are not actually received by the Division on or before  
23 its due date, any such events shall constitute a default by RESPONDENT. In the event of  
24 default, the unpaid balance of the administrative fine and costs, together with any  
25 attorney's fees and costs that may have been assessed, shall be due in full to the Division  
26 within ten calendar days of the date of default, and the Division may obtain a judgment for  
27 the amount owed, including collection fees and costs.

28 5. The Commission retains jurisdiction for correcting any errors that may



1 have occurred in the drafting and issuance of this document.

2 6. This order shall become effective on the 7 day of July,  
3 2025.

4 IT IS SO ORDERED.

5 DATED this 2 day of June, 2025.

6 NEVADA REAL ESTATE COMMISSION

7  
8 By:   
9 President Darrell Plummer  
Nevada Real Estate Commission

10 Submitted by:

11  
12 OFFICE OF THE NEVADA  
ATTORNEY GENERAL

13  
14 By: /s/ Phil W. Su  
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