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FILED
JUN 09 2022
REAL ESTATE COMMISSION
BY Evelyn Pattee

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. TOD A. WEVER, Respondent.	**Case No. 2019-1186**

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION

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, Deputy Attorney General Matthew Feeley and TOD A. WEVER ("RESPONDENT"), by and through his counsel Aaron D. Shipley of the law firm McDonald Carano LLP.

JURISDICTION

RESPONDENT is licensed as a real estate broker by the Division and holds a property management permit. He 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. RESPONDENT is licensed with the Division as a broker under license B.0144020.LLC, said license being issued on May 27, 2015, and is currently in "active" status.

2. RESPONDENT is licensed with the Division as a Property Manager under license PM.0163809.BKR, and is currently in "active" status.

3. RESPONDENT was associated with and owned REAL PROPERTY MANAGEMENT OF LAS VEGAS, LLC from May 27, 2015, through November 25, 2019.

4. RESPONDENT was associated with RENTMAX PROPERTY MANAGEMENT from November 25, 2019, through the present date.

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5. On October 24, 2019, Rhonda S. McShan ("Complainant"), submitted a Complaint to the Division regarding a property she previously lived at, located at 6778 Pine Valley Drive, Las Vegas. NV. 89103 (" the Property").

6. Complainant alleged that she leased the Property from August 15, 2014, through August 31, 2019.

7. When Complainant began her lease, she leased through a Broker, Rex Henriott of Henriott Real Estate Services LLC, and she provided a $1,000 security deposit.

8. Unbeknownst to Complainant, the former Broker Rex Henriott, on or around May of 2015, ceased acting as the Broker of the property, and additionally, stole the $1,000 security deposit mentioned above.

9. As a result, RESPONDENT through his company, REAL PROPERTY MANAGEMENT OF LAS VEGAS, LLC, began as the new broker for the Property.

10. Complainant alleged that RESPONDENT did not at this time notify Complainant of the theft or the change in brokerage.

11. On or around August 2, 2019, Complainant received a 30-day notice to vacate the property.

12. On or around August 23, 2019, Complainant spoke to RESPONDENT and requested more time to move, or the return of her security deposit to pay for the move.

13. At this time, RESPONDENT notified Complainant that he did not have the security deposit as it was stolen by the previous broker. Also, RESPONDENT denied Complainant's request for more time.

14. Complainant, when she turned in her keys to the property, again requested the return of her security deposit. Complainant was again told that someone stole it, and it would not be given back to her.

15. Complainant then received a letter dated September 27, 2019, from REAL PROPERTY MANAGEMENT titled Security Deposit Statement informing Complainant that she has a balance due of $1,500.

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16. On October 28, 2019, The Division began an investigation into RESPONDENT based on the complaint submitted by Complainant. RESPONDENT was also notified of the investigation on October 28, 2019.

17. On November 11, 2019, RESPONDENT provided a signed affidavit to the Division in response to the Division's investigation.

18. RESPONDENT explained that "[t]he owner of the property gave the tenant notice to vacate because they needed to move back into the home[.]" and "[w]hen we told Ms. McShan (sic) (Complainant) about her security and pet deposit were stolen (sic) by her old broker, Rex Henriott of Henriott Real Estate Services, LLC her behavior escalated to sreaming (sic) and shouting threats and we almost called the police to have her removed because she was causing a major scene and our safety felt threatened."

19. RESPONDENT also stated that "Case 2016-3017 was settled with no wrong doing and NRED agreed that I did nothing unethical." Along with other documents, RESPONDENT submitted a copy of the Order of Approval of Settlement for Case 2016-3017.

20. RESPONDENT took the position that the Complainant had damaged the property and was not entitled to any portion of the deposit because of the cost of repairs.

21. On March 2, 2020, and based on the results of the investigation, RESPONDENT was issued a Notice of Violation with Imposition of Administrative Fine by the Division for violations of, specifically:

a. NRS 645.633(1)(h) pursuant to NAC 645.605(8);

b. NRS 645.633(1)(h) pursuant to NAC 645.605(1) and (6); and

c. NRS 645.252(1)(a).

d. RESPONDENT requested the fine be appealed and heard before the Commission).

ALLEGED VIOLATIONS

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

22. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(8) by failing to notify the Complainant within a reasonable time of the occurrence that the broker and brokerage that managed the property had changed due to the broker Rex Henriott quitting, with RESPONDENT taking

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over as broker and starting the brokerage REAL PROPERTY MANAGEMENT OF LAS VEGAS, LLC.

23. RESPONDENT violated NRS 645.252(1)(a) and NRS 645.633(1)(h) pursuant to NAC 645.605(1) and (6) by failing to notify Complainant of her missing security deposit within a timely manner.

PROPOSED STIPULATION AGREEMENT

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

a. RESPONDENT agrees to pay the Division $2,826.16 upon the Commissioner's Order approving the stipulation. This amount includes a $1,500 fine and $1,326.16 to cover the divisions fees and costs.

b. RESPONDENT'S full amount will be paid in equal monthly installments of $706.54 per month to the division for four (4) months beginning on July 1, 2022 and to be fully paid by October 1, 2022. RESPONDENT shall be permitted to pay off the amount sooner if he so chooses.

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

25. RESPONDENT and the Division agree that by entering into this Stipulation, the Division does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is approved and fully performed, the Division will close its file in this matter. Nothing herein prevents proof and giving consideration to acts complained of in this matter in determining or penalizing a future violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter 645. In addition, nothing herein prevents proof and giving consideration to the acts complained of in this matter, ans the settlement thereof, for RESPONDENT to defend against any future allegations of violations of these same statutes and codes.

26. RESPONDENT agrees and understands that by entering into this Stipulation, RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or

rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be represented by legal counsel in this matter at his own expense.

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

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

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

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

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31. RESPONDENT has signed and dated this Stipulation only after reading and understanding all terms herein.

DATED this 6 day of June, 2022

By: _____
Aaron D. Shipley (Bar # 8258)
MCDONALD CARANO
2300 West Sahara, Suite 1200
Las Vegas, NV 89102

By: _____
TOD A. WEVER

DATED this 8 day of June, 2022.

NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

Approved as to form:

AARON D. FORD
Attorney General

By: _____
MATTHEW FEELEY (Bar #13336)
Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

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BEFORE THE REAL ESTATE COMMISSION

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SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. TODA WEVER, Respondent.	**Case No. 2019-1186**

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 June 7, 2022, 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 7 day of June, 2022.

Dated this 7th day of June, 2022.

NEVADA REAL ESTATE COMMISSION

By: [signature]

[Print Name] Darrell Plummer

Commission President

STEVE SISOLAK
Governor

Terry Reynolds
Director

STATE OF NEVADA
REAL ESTATE COMMISSION



DARRELL PLUMMER
President
SPIRIDON "SPIROS" FILIOS
Vice-President
LEE GURR
Secretary

DATE: 6/9/2022

RESPONDENT: Tod A. Wever **CASE#:** 2019-1186

HEARING DATE: 6/7/2022

STATEMENT OF HEARING FEES AND COSTS PURSUANT TO NRS 622.400(2)

Administrative Costs:	$ 100.00
Investigative Costs:	$ 300.00
Commission Costs:	$ -
Attorney Fees:	$ 926.16
Witness Costs:	$ -
Court Reporter Costs:	$ -
Other Services (*Describe service below*):	$ -
TOTAL AMOUNT DUE:	$ 1,326.16

***This does not include any fines or restitution ordered by the Commission**

3300 W. Sahara Avenue, Suite 350, Las Vegas, Nevada 89102-3203 Telephone: (702) 486-4033 Fax: (702) 486-4067