BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. JOSEPH ANDERSON, Respondent.	**Case No. 2021-383** FILED FEB 2 8 2023 REAL ESTATE COMMISSION BY

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 JOSEPH ANDERSON ("RESPONDENT").

JURISDICTION

RESPONDENT, at the time of the alleged violation, was licensed by the Division as a 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. RESPONDENT was licensed with the Division as a salesperson under license S.0078640, said license being issued on May 5, 2008, and is currently in "inactive" status.

2. RESPONDENT'S license expired on June 30, 2021.

3. RESPONDENT was associated with the brokerage CUSHMAN & WAKEFIELD from November 22, 2019, through March 21, 2021.

4. Ms. Christina Roush, the COMPLAINANT herein, holds an active broker's license with the Division, and at the time of the alleged violation was a broker with CUSHMAN & WAKEFIELD.

5. CUSHMAN & WAKEFIELD represented "Tivoli Village" as the exclusive listing agent.

6. CUSHMAN & WAKEFIELD also represented a tenant of "Tivoli Village," the retail store "Matriarch R+D."

7. On April 5, 2021, COMPLAINANT submitted a complaint to the Division regarding RESPONDANT's actions.

8. COMPLAINANT alleged that RESPONDENT shoplifted merchandise from the store "Matriarch R+D." The store owner sent an email to CUSHMAN & WAKEFIELD with a video clip of RESPONDENT placing the merchandise under his sweatshirt.

9. COMPLAINANT alleged that she had a conversation the following day, March 8, 2021, with RESPONDENT wherein he confessed to stealing the merchandise and he resigned from, and was subsequently terminated from, CUSHMAN & WAKEFIELD.

10. On April 12, 2021, the Division sent RESPONDENT, via both email and U.S. postal service, a letter notifying RESPONDENT of the complaint and requesting a response to the allegations by April 22, 2021.

11. On November 5, 2021, albeit late, RESPONDENT provided an email response to the Division's request stating "No contest here. Mrs. Roush's statement is accurate."

ALLEGED VIOLATIONS

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

12. RESPONDENT violated NRS 645.633(1)(i) as he as he engaged in conduct which constitutes deceitful, fraudulent, or dishonest dealings when he shoplifted merchandise from his brokerage's client.

PROPOSED STIPULATION AGREEMENT

13. 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 a fine in the amount of $1,500 and the Division's fees and costs in the amount of $1,688.60 for a total payment of $3,188.60. RESPONDENT shall make 12 monthly payments to the Division with 11 payments of $265.72 per month and the 12th and last monthly payment of

$265.68, starting one month after the entry of Order Approving this Stipulation. RESPONDENT shall be permitted to pay off the amount sooner if he so chooses.

b. RESPONDENT may reapply with the Division to obtain a real estate license.

c. RESPONDENT agrees to take nine (9) hours of live-instruction ethics classes. These classes must be completed within nine (9) months of the date of the entry of Order Approving this Stipulation. These classes are not to be counted towards the education needed for licensure.

14. 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.

15. 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.

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

17. 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.

18. 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.

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

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

21. 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.

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

DATED this 30th day of January, 2023

By: _____
JOSEPH ANDERSON

DATED this ____ day of January, 2023.

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

DATED this _____ day of January, 2023

By: _____
JOSEPH ANDERSON

DATED this 16 day of January, 2023.

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
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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 ~~January~~ 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