BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA, Petitioner, vs. MARSHALL CARRASCO, (B.1000579.INDV) Respondent.	Case No. 2023-533 FILED MAR 06 2024 REAL ESTATE COMMISSION BY Kelley Valadez

STIPULATION AND ORDER 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, Christal Park Keegan, and Marshall Carrasco ("RESPONDENT"), by and through his counsel, Thierry V. Barkley.

RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a Broker under license number B.1000579.INDV. RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS Chapter 645 and NAC Chapter 645. As of the date of this Complaint, RESPONDENT'S broker's license is in active/pending revocation status.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. On or about January 11, 2021, RESPONDENT commenced as the listing agent for Complainant's real property located at 783 Ahwanee in Sparks, Nevada (the "Property"). *NRED 000031 – NRED 000034.*

2. At all times relevant to the Complaint, the RESPONDENT was aware that his client Complainant seller intended any buyers to assume the leased solar panels on the Property. *NRED 000043, NRED 000085.*

. . .

3. But the RESPONDENT marketed the solar panels were included and publicly withheld information of buyer's obligation to assume the solar system. *NRED 000042.*

4. On or about January 27, 2021, Complainants' sellers contracted to sell their Property to the buyers. *NRED 000052 – NRED 000061.*

5. But during the transaction, the RESPONDENT failed to address solar financing or the exclusion of solar panels from fixtures anywhere within the contract documents. *NRED 000052 – NRED 000061, NRED 000064.*

6. On or about February 26, 2021, despite the RESPONDENT knowing the buyers did not sign the solar transfer paperwork, he allowed the sale to close without the signed paperwork. *NRED 000092, NRED 000093, NRED 0000104, NRED 000115, NRED 000117.*

7. Then, weeks later after the closing, RESPONDENT unsuccessfully attempted to follow up on "loose end[s]" with the buyers' agent regarding the solar. *NRED 000093 – NRED 000104.*

8. On May 31, 2023, the Complainant's case went to arbitration, and as is relevant to this complaint, the arbitrator decided as follows:

a. "Testimony of both Realtors revealed that the "Private Remarks" could not be seen by the seller or the buyer, but was only seen by them as MLS subscribers". *NRED 000015, lines 7–8.*

b. "There is no express language referring to the financing at all. The MLS language is generic without context, especially in the real context of assumption of the seller's debt and is, therefore, vague and ambiguous." *NRED 000015, lines 12–14.*

c. "There is no wording in the contract documents or communications leading up to the Close that even hint there was an encumbrance on the solar system or a debt that was to be paid by the Buyers. The O&A clearly states that the solar system was part of the purchase and all fixtures associated with the Property were to be free of liens and encumbrances." *NRED 000015, lines 26–28, continuing to NRED 000016, lines 1–2.*

. . .

. . .

. . .

d. "Marshall Carrasco was personally in Mexico during February 18 – 26 and communications between parties were with Marshall's associate agents. The parties agreed to proceed with the Close and that the Tesla transfer problem was to be resolved outside of escrow." *NRED 000017, lines 3 6.*

9. Therefore, the Arbitrator awarded $19,169.64 against the Complainant, which is the amount representing the damages the RESPONDENT caused his client. *NRED 000018.*

SUMMARY OF ALLEGED VIOLATIONS

1. The Division finds the RESPONDENT violated NAC 645.610(1)(a) by failing to adequately advertise that the Property's solar systems were subject to assumption of financing, which was false and/or misleading.

2. The Division finds the RESPONDENT violated NRS 645.252(2) by failing to exercise reasonable skill and care with respect to all parties when he failed to ensure the solar panel material terms were included and/or correctly represented within the contract.

3. The Division finds the RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) by failing to ensure his client sellers' interests were protected with regards to the solar, which ultimately resulted in his client being damaged in an amount of $19,169.64.

PROPOSED SETTLEMENT

In an effort to avoid the time and expense of litigating these issues before the Commission, the RESPONDENT does not contest nor admit the violations alleged, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. Presentation of this Stipulation for Settlement Agreement to the Commission is subject to the RESPONDENT demonstrating proof that he has made the Complainant whole on the $19,169.64.

2. Additionally, RESPONDENT agrees to pay the Division a total amount of $5,585.28 ("Amount Due"), consisting of the Division's pre-hearing costs and fees in the amount of $560.00, and the Attorney's pre-hearing costs and fees in the amount of $5,025.28 in full within 30 days of entry of Order.

. . .

. . .

3. RESPONDENT and the Division agree that by entering into this Stipulation, RESPONDENT does not concede the allegations of the Complaint and 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. The Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

4. 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.

5. Each party shall bear their own attorney's fees and costs, ***except*** as the Division's Attorney's pre-hearing costs provided above.

6. Approval of Stipulation. Once executed, this Stipulation will be filed with the Commission and will be placed on the agenda for approval at the public meeting scheduled for February 20-22, 2024. 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.

7. 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.

8. 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 of this action, this disciplinary action, and all matters related thereto.

9. 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.

10. Default. In the event of default, RESPONDENT agrees that all his licenses 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. RESPONDENT agrees that the foregoing suspension of his license shall continue until the unpaid monetary assessments are paid in full.

. . .

. . .

. . .

. . .

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

DATED this 2nd day of ~~January~~ February 2024.

By: _____
MARSHALL CARRASCO
Respondent

Approved as to form:

By: epkeegan
CHRISTAL P. KEEGAN
Deputy Attorney General
Bar No. 12725
5420 Kietzke Lane, #202
Reno, Nevada 89511
(775) 687-2141
Attorney for Real Estate Division

DATED this 2nd day of ~~January~~ February 2024.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

Approved as to form:

By: _____
THIERRY V. BARKLEY
Bar No. 724
Gordon Rees Scully Mansukhani, LLP
1 East Liberty Street, Suite 424
Reno, Nevada 89501
(775) 467-2609
Attorney for Respondent

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA, Petitioner, vs. MARSHALL CARRASCO, (B.1000579.INDV) Respondent.	Case No. 2023-533 FILED MAR 06 2024 REAL ESTATE COMMISSION BY Kelley Valadez

ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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 20-22, 2024, and the Commission being fully apprised of terms and good cause appearing.

IT IS ORDERED that the foregoing Stipulation and Order for Settlement of Disciplinary Action, submitted by Petitioner and Respondent, is approved in full and shall become effective immediately.

Dated: MARCH 6, 2024.

NEVADA REAL ESTATE COMMISSION

By: _____
President, Nevada Real Estate Commission

AARON D. FORD
Attorney General

By: epkeegan
CHRISTAL P. KEEGAN (Bar No. 12725)
Deputy Attorney General
5420 Kietzke Lane, #202
Reno, Nevada 89511
(775) 687-2141

Attorney for Real Estate Division