**BEFORE THE REAL ESTATE COMMISSION**

**STATE OF NEVADA**

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| SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA,<br><br>Petitioner,<br><br>vs.<br><br>SHAHZAD ZAMAN<br><br>Respondent. | Case No. 2021-1052<br><br>FILED<br><br>FEB 27 2024<br><br>REAL ESTATE COMMISSION<br>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, Samuel J. Taylor, Esq., and Shahzad Zaman ("RESPONDENT").

RESPONDENT has been licensed as a Nevada real estate salesperson under license number S.0175324 at all relevant times mentioned in the Complaint, and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

**SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT**

1. At all relevant times mentioned in this Complaint, RESPONDENT was licensed as a Nevada real estate salesperson under license number S.0175324.

2. RESPONDENT held a Property Management Permit in Nevada from September 1, 2018, through August 31, 2020, but allowed it to lapse prior to the relevant time frame set forth in this Complaint.

3. On October 17, 2021, COMPLAINANT Allanna Warren ("COMPLAINANT") provided the Division with a signed Statement of Fact and supporting documents alleging that RESPONDENT, a Nevada licensed real estate agent, improperly performed property management services for a residential property located at 7160 Schirlls Street, Las Vegas, Nevada 89118 ("Property"), which was advertised by RESPONDENT on his Airbnb profile/website.

4. The COMPLAINANT alleges that RESPONDENT violated Clark County's 31-day short term rental law pursuant to Clark County Code Section 30.44.010(b)(7)(C) by offering the Property for rental term of only thirty (30) days, from August 6, 2021 to September 5, 2021, and that the Property was uninhabitable due to persistent operation and flooding issues with the bathroom toilet.

5. In his sworn affidavit to the Division, RESPONDENT stated that COMPLAINANT had initially booked an Airbnb reservation for the Property from July 5, 2021 to September 5, 2021, with him and then extended her stay from September 5, 2021 to October 5, 2021 with a further payment to him outside of the Airbnb platform.

6. Contrary to RESPONDENT'S assertions in paragraph 5 above, in her sworn affidavit to the Division, the owner of the Property, Lisane Forrello, stated that the COMPLAINANT initially "reserved the Property for 1 month and liked the facilities so much that she reserved for 1 extra month [and subsequently] extended her reservation for [a third month]."

7. RESPONDENT also stated in his affidavit that he operates a business, LV Concierge LLC, that is "outside of real estate" where he obtains "online travel reservations on behalf of homeowners for a booking fee."

8. RESPONDENT advertised the Property on AirBnB as "Shad's Place."

9. RESPONDENT charged a fee of 25% of the total rental value to place the advertisement on AirBnB, host the Property and manage the Property.

10. The fee charged by RESPONDENT to advertise the Property on AirBnB, to host the Property and to manage the Property was 25% of the monthly Property rental fee of $2,135.47 or $533.86 per month, and those fees were deducted directly by RESPONDENT from the payments made by COMPLAINANT.

11. None of the fees charged by RESPONDENT for his property management activities set forth in this Complaint were remitted to his Broker or otherwise placed into the Broker's trust accounts.

12. RESPONDENT only had a verbal agreement with Forrello to serve as a manager who rents out the Property on RESPONDENT'S Airbnb profile/website.

13. Neither RESPONDENT nor his Broker, Vera Comport, had entered into a written property management agreement with the Property owner for the Property

14. Forrello stated to the Division's Investigator that RESPONDENT advertised/hosted the Property on his Airbnb profile/website, collected rental payments, and disbursed rental payments to her in exchange for a fee.

15. Forrello also noted that RESPONDENT "did have interactions with the guests. When [she] started to have problems [she] included him in the texts and [she] understand [sic] that he had tried to reach out to [the COMPLAINANT] by phone and texts."

16. In her sworn affidavit to the Division, the RESPONDENT'S Broker at all times relevant to this Complaint, Vera Comport, stated that the COMPLAINANT'S allegations relate to RESPONDENT'S business that "he conducts outside the purview of his real estate license."

17. Broker Comport stated to the Division's Investigator that RESPONDENT'S business is a 'website where his company places renters with owners,' and incorrectly stated that the business "deal[s] only in rentals that are 3 months or more."

18. Broker Comport was assessed a $1,000.00 administrative fine by the Division for violation of NRS 645.660 for failure to adequately supervise RESPONDENT to ensure that he was adhering to all relevant statutes and regulations while engaging in real estate activities.

19. Broker Comport subsequently paid the administrative fine.

**SUMMARY OF ALLEGED VIOLATIONS OF LAW**

20. RESPONDENT violated NRS 645.230(1)(b) by engaging in property management, as defined under NRS 645.019, without a valid Property Management Permit by finding guests for the Property on Airbnb, interacting with guests of the Property on behalf of the Property's owners, collecting rental payments, and disbursing the rental payments in exchange for a fee.

21. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(7) by failing to obtain a written property management agreement signed by his Broker and the client prior to engaging in activities constituting property management pursuant to NRS 645.019.

22. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.806 by failing to account for and/or to remit property management rental payments which came into RESPONDENT'S possession for the Property, which should have been remitted to the custody of his Broker.

23. RESPONDENT violated NRS 645.280(2) by receiving compensation for his performance of real estate services from a person other than his Broker, by deducting his property management fees directly from the rental payments he collected on behalf of Property owner Forrello.

**PROPOSED SETTLEMENT**

By entering into this settlement agreement, the RESPONDENT does not admit, but also does not contest, the above violations. Accordingly, in an effort to avoid the time and expense of litigating these issues before the Commission, as well as any possible further legal appeals from any such decision, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of $9,234.94 ("Amount Due"), consisting of an $2,000.00 administrative fine imposed by the Division, the Division's pre-hearing costs and fees in the amount of $600, and pre-hearing attorney's fees in the amount of $6,634.94.

a. The Amount Due shall be payable to the Division in twenty-four (24)equal monthly payments of $384.79, with the first payment due thirty (30) days after the effective date of the order approving this settlement.

b. No grace period is permitted. If any scheduled payment is not actually received by the Division on or before its due date, it shall be construed as an event of default.

2. RESPONDENT agrees to voluntarily surrender his Real Estate Salesperson License and Property Management permit to the Division within forty-five (45) days from the date of the order approving this settlement if he has not already done so.

3. RESPONDENT further agrees that he will not re-apply for a Property Management permit, Real Estate Salesperson, Broker, or Broker-Salesperson license with the Division for a period of sixty (60) months from the date of the order approving this settlement.

4. If RESPONDENT does reapply for a license and/or permit after the suspension has elapsed and after he has met all fee and education requirements required for reinstatement of the permit, RESPONDENT further agrees to appear before the Commission for final approval of reinstatement.

5. RESPONDENT agrees to refrain from engaging in property management activities within the State of Nevada without the proper license and permit.

6. 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.

7. The Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct referenced herein.

8. 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.

9. 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 further 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.

10. RESPONDENT shall bear his own attorney's fees and costs.

11. 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 may be considered effective.

12. 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.

13. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning this Stipulation may be discussed or introduced into evidence at any hearing on the Complaint, if the Division must ultimately present its case based on the Complaint filed in this matter.

14. 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.

15. 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.

16. Default. In the event of default, RESPONDENT agrees that all of his active licenses, permits and certificates then-issued by the Division 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 (10) 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 suspensions shall continue until the unpaid monetary assessments are paid in full.

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17. RESPONDENT confirms that he has signed and dated this Stipulation only after reading and fully understanding all terms herein.

DATED this 14 day of February 2024.

By: _____
SHAHZAD ZAMAN
Respondent

DATED this 14 day of February 2024.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

Approved as to form:

AARON D. FORD
Attorney General

By: _____
Samuel J. Taylor (Bar No. 15101)
Deputy Attorney General
100 North Carson Street
Carson City, NV 89701
(775) 684-1209
*Attorneys for Real Estate Division*

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**STATE OF NEVADA**

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| SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA,<br><br>Petitioner,<br><br>vs.<br><br>SHAHZAD ZAMAN<br><br>Respondent. | Case No. 2021-1052 |

**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, 2024, and the Commission being fully apprised in the premises, and good cause appearing,

**IT IS ORDERED** that the above Stipulation for Settlement of Disciplinary Action is approved in full.

DATED this 27 day of February, 2024.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: _____
President, Nevada Real Estate Commission