

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

MAR 27 2017

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

Case No. 2016-1708

REAL ESTATE COMMISSION
BY *[Signature]*

Petitioner,

vs.

JASON A. JAIRAM,

RESPONDENT.

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”); and Jason A. Jairam (“RESPONDENT”).

JURISDICTION

RESPONDENT is licensed by the Division as a Salesperson, license number S.0170866, and therefore is subject to the jurisdiction of the Division and the Commission pursuant to NRS Chapter 645 and NAC Chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINTS

1. RESPONDENT has been licensed as a real salesperson, License Number S.0170866, since August 16, 2011, and currently is in active status.

2. RESPONDENT was associated with KRCH Realty, LLC (“KRCH”) at the relevant times mentioned in this Stipulation.

3. Kyle Krch (“Krch”) has been licensed as a real estate broker, license number B.0056206.LLC, since November 23, 2005, and was the broker for KRCH at the relevant times mentioned in this Stipulation.

///

///

D'ARCY STREET

1
2 1. In January of 2013, Deborine Dolan ("Dolan") engaged Krch to list and sell real property
3 located at 2745 D'Arcy Street, Sparks, Nevada ("D'Arcy Street").

4 2. On or about February 14, 2013, Jeanette Hirschy ("Hirschy") signed a Residential Offer
5 and Acceptance Agreement for D'Arcy Street.

6 3. RESPONDENT was Hirschy's agent.

7 4. Hirschy had a preexisting agreement with RESPONDENT and Krch to purchase short
8 sale properties offered by KRCH for an investor group ("the KRCH investor group"), in which she, Krch,
9 Sandra Krch, Harding, and Gifford were principals.

10 5. On or about February 14, 2013, Dolan presented a Counter Offer which Hirschy accepted.

11 6. Between approximately July 17 and 30, 2013, Krch; Deborine Dolan; Wayne Dolan; and
12 Hirschy, each executed an Affidavit of "Arm's Length Transaction" for Chase Bank.

13 7. RESPONDENT failed to sign the Affidavit of Arm's Length Transaction; instead, Krch
14 signed as both the Buyer and Seller's agent.

15 8. The Affidavit of "Arm's Length Transaction" required that every party and agent involved
16 in the short sale transaction truthfully sign the affidavit. Specifically, the Affidavit states that "[t]he
17 Lender and/or Servicer, in consideration of the representations made below by the Seller, the Buyer, and
18 their respective agents agrees to accept less than the amount owed to resolve its Loan . . . on the express
19 condition that the Seller, the Buyer, and their respective agents (including without limitation, real estate
20 agents, escrow agents, and title agents) each truthfully represents, affirms, and states that to the best of
21 each signatory's knowledge and belief."

22 9. In paragraph 2 of the Affidavit of "Arm's Length Transaction," the signing parties were
23 required to represent, affirm, and state that "[n]o Buyer or agent of the buyer is a family member or
24 business associate of the Seller, the borrower, or the mortgagor."

25 10. In paragraph 3 of the Affidavit of "Arm's Length Transaction," the signing parties were
26 required to represent, affirm, and state that "[n]o Buyer or agent of the Buyer shares a business interest
27 with the Seller, the borrower, or the mortgagor."

28 ///

///

1 secured by the Property (“Mortgage”) in consideration for the mutual and respective benefits to be
2 derived from the short sale of the Property.”

3 24. In paragraph “(a)” of the Short Sale Affidavit, the signing parties were required to
4 represent, warrant, and agree “under the pains and penalties of perjury” that “[t]he sale of the Property is
5 an ‘arm’s length’ transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by
6 family, marriage, or commercial enterprise.”

7 25. In paragraph “(d)” of the Short Sale Affidavit, the signing parties were required to
8 represent, warrant, and agree “under the pains and penalties of perjury” that “[t]here are no agreements,
9 understandings or contracts relating to the current sale or subsequent sale of the Property that have not
10 been disclosed to the Servicer.”

11 26. In paragraph “(g)” of the Short Sale Affidavit, the signing parties were required to
12 represent, warrant, and agree “under the pains and penalties of perjury” that they understood that a
13 misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

14 27. On or about December 27, 2013, the short sale transaction closed, and Hirschy, a member
15 of the KRCH investor group, received title to Cervino Drive.

16 **VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

17 1. RESPONDENT is alleged to have violated NRS 645.633(1)(h), pursuant to NAC
18 645.605(1), by displaying gross negligence or incompetence when he failed to review or sign the D’Arcy
19 Street Affidavit of “Arm’s Length Transaction” that was required by and presented to Chase Bank on
20 behalf of himself and his client.

21 2. RESPONDENT is alleged to have violated NRS 645.633(1)(h), pursuant to NAC
22 645.605(1), by displaying gross negligence or incompetence when he failed to review or sign the Cervino
23 Drive Short Sale Affidavit that was required by and presented to Bayview Loan Servicing, LLC on behalf
24 of himself and his client.

25 3. RESPONDENT is alleged to have violated NRS 645.633(1)(i), pursuant to NAC
26 645.605(1), by deceiving Chase Bank when he failed to disclose that his client, Hirschy, was a member
27 of the KRCH investor group, was a prearranged buyer, or that the short sale of the D’Arcy property was
28 not an “arm’s length transaction.”

1 4. RESPONDENT is alleged to have violated NRS 645.633(1)(i), pursuant to NAC
2 645.605(1), by deceiving Bayview Loan Servicing, LLC when he failed to disclose that his client,
3 Hirschy, was a member of the KRCH investor group, was a prearranged buyer, or that the short sale of
4 the CERVINO property was not an "arm's length transaction."

5 SETTLEMENT

6 1. The Division is prepared to present its case based upon the Complaint filed with the
7 Commission.

8 2. RESPONDENT admits to the facts as alleged in the Complaint, but denies the alleged
9 violations.

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

- 13 a. RESPONDENT agrees to the voluntary revocation of his Nevada Real Estate
14 Salesperson License, number ~~S-0169701~~ ^{S-0170866 AD}, and agrees that he will not apply for a license
15 to engage in real estate sales in the State of Nevada for a period of ten (10) years from
16 the effective date of the Order Approving Settlement Agreement. At the expiration of
17 the ten (10)-year period, any application by RESPONDENT will require a
18 reinstatement hearing and approval of the Commission.
- 19 b. The Division agrees not to pursue any other or greater remedies or fines in connection
20 with RESPONDENT'S alleged conduct referenced herein. The Division further
21 agrees it will not bring any future claim or cause directly or indirectly based upon any
22 of the facts, circumstances, or allegations discovered during the Division's
23 investigation and prosecution of this Case, Case No. 2014-3377, or any future
24 investigation related thereto.
- 25 c. RESPONDENT and the Division agree that by entering into this Stipulation, the
26 Division does not concede any defense or mitigation RESPONDENT may assert, and
27 that once this Stipulation is approved and fully performed, the Division will close its
28 file in this matter.

1 d. RESPONDENT agrees and understands that by entering into this Stipulation,
2 RESPONDENT is waiving his right to a hearing at which RESPONDENT may
3 present evidence in his defense; his right to a written decision on the merits of the
4 complaint; his rights to reconsideration and/or rehearing, appeal and/or judicial
5 review; and all other rights which may be accorded by the Nevada Administrative
6 Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
7 accompanying regulations, and the federal and state Constitutions. RESPONDENT
8 understands that this Agreement and other documentation may be subject to public
9 records laws. The Commission members who review this matter for approval of this
10 Stipulation may be the same members who ultimately hear, consider, and decide the
11 Complaint if this Stipulation is either not approved by the Commission or is not timely
12 performed by RESPONDENT. RESPONDENT fully understands that he has the right
13 to be represented by legal counsel in this matter at his own expense.

14 e. Each party shall bear its or his own attorney's fees and costs. Both parties understand
15 and agree that this Stipulation is the resolution of a disputed claim and is not an
16 admission of guilt or violation by the RESPONDENT.

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

20 5. Approval of Stipulation. Once executed, this Stipulation will be filed with the
21 Commission and will be placed on the agenda for approval at its March 14, 2017, public meeting. The
22 Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that
23 the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
24 rejected by RESPONDENT before any amendment is effective.

25 6. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
26 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
27 the Division may pursue its Complaint before the Commission at the Commission's next regular public
28 meeting. This Stipulation shall then become null and void and unenforceable in any manner against
either party.

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

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

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

17 9. RESPONDENT has signed and dated this Stipulation only after reading and
18 understanding all terms herein.

19 Dated: March _____, 2017

Dated: March 13, 2017


STATE OF NEVADA, DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE DIVISION

22 By: _____
23 JASON A. JAIRAM, RESPONDENT

By: 
SHARATH CHANDRA, ADMINISTRATOR

24 Approved as to form:
25 ADAM PAUL LAXALT
26 Attorney General

Approved as to form:
WALSH BAKER & ROSEVEAR

27 By: 
28 PETER K. KEEGAN
Deputy Attorney General
Attorneys for the
Real Estate Division

By: _____
JAMES "MIKE" WALSH
Attorneys for RESPONDENT

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

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

17 9. RESPONDENT has signed and dated this Stipulation only after reading and
18 understanding all terms herein.

19 Dated: March 13, 2017

Dated: March _____, 2017

STATE OF NEVADA, DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE DIVISION

22 By: 
23 JASON A. JAIRAM, RESPONDENT

By: _____
SHARATH CHANDRA, ADMINISTRATOR

24 Approved as to form:
25 ADAM PAUL LAXALT
Attorney General

Approved as to form:
WALSH BAKER & ROSEVEAR

26 By: _____
27 PETER K. KEEGAN
28 Deputy Attorney General
Attorneys for the
Real Estate Division

By: 
JAMES "MIKE" WALSH
Attorneys for RESPONDENT

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2016-1708

Petitioner,

vs.

JASON A. JAIRAM,

RESPONDENT.

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 March 14, 2017, and the Commission being fully apprised in the premises, and good cause appearing,

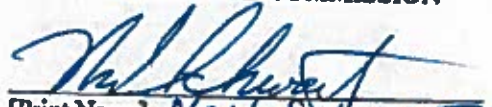
IT IS ORDERED that the above Stipulation is approved in full.

This Order shall become effective on the 27th day of APRIL, 2017.

Dated this 27 day of MARCH, 2017.

NEVADA REAL ESTATE COMMISSION

By:



[Print Name] NEIL SCHWARTZ
Commission President