

MAY 25 2017

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

REAL ESTATE COMMISSION
BY *[Signature]*

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

Case No. RES 14-06-04-1164

STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION

Petitioner,

vs.

DONALD B. PARKER,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator, Sharath Chandra, and Respondent, DONALD B. PARKER ("Respondent").

JURISDICTION

Respondent stipulates and agrees that he engaged in activities which require a license as a real estate broker, real estate broker-salesperson, or real estate salesperson as alleged in the Complaint. Respondent agrees that he is subject to Nevada Revised Statutes ("NRS") Chapter 645 and Nevada Administrative Code ("NAC") Chapter 645 and to the jurisdiction of the Division and the Commission.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT

1. Daryl Bryon DeShaw ("DeShaw") was an owner and salesperson of WC Realty and Property Management ("WC Realty"), under broker William Chin ("Chin").
2. Chin's broker's license was revoked by the Commission for embezzlement of client funds in or about March 2014.
3. Thereafter, in or about April 2014, DeShaw formed Trust Realty & Property Management, LLC ("Trust Realty") and hired Respondent as his new broker.

1 4. DeShaw assumed the ownership of all of WC Realty management contracts
2 without the consent of the property owners.

3 5. DeShaw's salesperson license was revoked by the Commission for
4 embezzlement of client funds in or about December 2015.

5 6. From May 30, 2014 to November 10, 2014, sixteen (16) complaints were made
6 for failure to remit owner rental payments and withholding of tenant security deposits.

7 7. Respondent failed to remit rents collected and security deposits held to the
8 above owners and tenants.

9 8. A subpoena was sent to JP Morgan Chase for IMT Group, LLC dba Trust
10 Realty bank accounts.

11 9. Bank records for three accounts were received by the Division; accounts
12 ending 2768, 3256, 3008, 5680 and 1982.

13 10. There were no accounts labeled as trust accounts.

14 11. Respondent was a signor on all Trust Realty bank accounts.

15 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN COMPLAINT**

16 1. Respondent violated NRS 645.310(4) by failing to maintain designated trust
17 accounts.

18 2. Respondent violated NRS 645.630(1)(f) by failing to account for and remit
19 client funds within a reasonable time.

20 3. Respondent violated NRS 645.660(3) by failing to maintain adequate
21 supervision of a sales licensee under his brokerage.

22 4. Respondent violated NRS 645.633(1)(h) pursuant to NAC 645.605(1) by failing
23 to do his utmost to protect the public against fraud, misrepresentation or unethical
24 practices related to real estate, and NAC 645.605(6) by breaching his obligation of absolute
25 fidelity to his principal's interest.

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1 before going to Respondent, and Mr. DeShaw would only allow certain emails to go through
2 to Respondent.

3 11. Trust Realty had four (4) bank accounts; those ending in 2768, 3256, 3008 and
4 5680. And Respondent was signor on Trust Realty bank accounts 3256, 3008 and 5680.

5 12. Trust Realty bank account 3008 was the account owners' money was
6 deposited, which was the trust account that was established by Respondent and Matt, the
7 broker for the sales division of Trust Realty, but it was not specifically labeled as a trust
8 account.

9 8. DeShaw later added himself to bank account 3008 without the knowledge or
10 consent of Respondent or Matt.

11 9. Respondent repeatedly requested DeShaw to provide Respondent with copies
12 of the records for the property owners and the bank accounts.

13 10. While DeShaw indicated he would provide Respondent with copies of the
14 records for the property owners and the bank accounts, DeShaw did not provide those
15 records to Respondents.

16 11. Respondent was under the belief and understanding that the rents collected
17 and security deposits held by DeShaw were remitted to the owners and tenants.

18 11. Once Respondent discovered the embezzlement committed by DeShaw,
19 Respondent contacted the Real Estate Division, and thereafter filed a complaint with the
20 Real Estate Division as well sent DeShaw's salesman's license to the Real Estate.

21 12. Respondent fully cooperated in the investigation into DeShaw's embezzlement
22 conducted by the Real Estate Division.

23 SETTLEMENT

24 1. The Division was prepared to present its case based upon the Complaint
25 filed with the Commission, and the Respondent was prepared to defend against the
26 penalty to be imposed.

27 2. Respondent admits to the violations as alleged in the Complaint.
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1 3. The Parties desire to compromise and settle the instant controversy upon
2 the following terms and conditions.

3 4. Respondent agrees to the voluntary surrender of his property manager
4 permits and further agrees to not apply for any permit in Nevada for five (5) years from
5 the effective date of this Order.

6 5. Respondent further agrees to the voluntary surrender of all of his licenses
7 including his broker licenses and further agrees to not apply for any real estate license in
8 Nevada for three (3) years from the effective date of this Order.

9 6. The Division agrees not to pursue any other or greater remedies or fines in
10 connection with Respondent's alleged conduct referenced herein.

11 7. Respondent and the Division agree that by entering into this Stipulation,
12 the Division does not concede any defense or mitigation Respondent may assert and that
13 once this Stipulation is approved and fully performed, the Division will close its file in
14 this matter.

15 8. Respondent agrees and understands that by entering into this Stipulation,
16 Respondent is waiving the right to a hearing at which Respondent may present evidence
17 in defense, right to a written decision on the merits of the complaint, rights to
18 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights
19 which may be accorded by the Nevada Administrative Procedure Act, the Nevada Real
20 Estate Brokers and Salespersons statutes and accompanying regulations, and the federal
21 and state constitutions. Respondent understands that this Agreement and other
22 documentation may be subject to public records laws. The Commission members who
23 review this matter for approval of this Stipulation may be the same members who
24 ultimately hear, consider and decide the Complaint if this Stipulation is either not
25 approved by the Commission or is not timely performed by Respondent. Respondent fully
26 understands that he has the right to be represented by legal counsel in this matter at his
27 own expense.

28 9. Each party shall bear its or her own attorney's fees and costs.

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

5 11. Approval of Stipulation. Once executed, this Stipulation will be filed with
6 the Commission and will be placed on the agenda for approval at its May 2017 public
7 meeting. The Division will recommend to the Commission approval of the Stipulation.
8 Respondent agrees that the Commission may approve, reject, or suggest amendments to
9 this Stipulation that must be accepted or rejected by Respondent before any amendment
10 is effective.

11 12. Withdrawal of Stipulation. If the Commission rejects this Stipulation or
12 suggests amendments unacceptable to Respondent, Respondent may withdraw from this
13 Stipulation and the Division may pursue its Complaint before the Commission at the
14 Commission's regular public meeting.

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

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