

1 **BEFORE THE COMMISSION OF APPRAISERS OF REAL ESTATE**
2 **STATE OF NEVADA**

3 SHARATH CHANDRA, Administrator,
4 REAL ESTATE DIVISION,
5 DEPARTMENT OF BUSINESS AND
6 INDUSTRY, STATE OF NEVADA,

Case No. 2025-160

Petitioner,

7 vs.

8 JOHN W. PACE,

Respondent.

11 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 This Stipulation and Order for Global Settlement of Disciplinary Action (this
13 “Stipulation”) is entered into by and between the State of Nevada, Department of Business
14 and Industry, Real Estate Division (“Division”), through its Administrator Sharath
15 Chandra (“Petitioner”), by and through their attorney of record, Christal P. Keegan, Deputy
16 Attorney General, and John W. Pace (“RESPONDENT”), by and through his attorney of
17 record, Janeen Isaacson, of Isaacson Law.

18 RESPONDENT, at all relevant times mentioned in the Complaint, held himself out
19 and/or otherwise performed acts for which a certificate, license, permit, registration or
20 registration card or any type of authorization is required. He is therefore subject to the
21 jurisdiction of the Division and the Commission and the provisions of NRS Chapter 645C
22 and NAC Chapter 645C.

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

24 1. The RESPONDENT provided significant assistance beyond clerical tasks in
25 developing the appraisal (“Appraisal Report”) for the property located at 648 Andys Way,
26 Elko, NV 89801 (“Subject”) with an opinion of value of \$1,250,000 as of effective date July
27 15, 2022. 000005, 000041.

2. Specifically, the Appraisal Report's Supplemental Addendum represented the RESPONDENT provided significant assistance, unlimited to: exterior/interior property inspection, neighborhood research, sketch, photos, data imputing, sales comparison analysis, 1004 MC, highest and best use, land value estimated cost to complete remodeling, income value estimate, improvement cost estimate and appraisal report preparation. 000053, 000040.

3. There is no evidence that the RESPONDENT has ever submitted for and/or been issued Nevada credentials. 000097.

4. Despite the fact that according to the Appraiser Registry Report, the RESPONDENT Utah license was effective January 10, 2022, approximately six (6) months prior to the effective date of the Appraisal Report. 000098-000102.

5. Accordingly, on or about March 6, 2025, the Division noticed the RESPONDENT that it intended to proceed with formal disciplinary action before this Commission. 000103-000104.

SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

1. RESPONDENT violated NRS 645C.215(1)(a) for engaging in the business of, acting in the capacity or, and/or assuming to act as an appraiser in performing significant appraisal assistance on a Nevada real property appraisal without a Nevada license.

PROPOSED SETTLEMENT AGREEMENT

In an effort to avoid the time and expense of litigating these issues before the Commission, the RESPONDENT does not contest the violations alleged, and by entering into this Stipulation does not admit the factual allegations and violations alleged as applied in this jurisdiction, and the parties desire to compromise and settle the instant controversy in *Case No. 2025-160*, upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of SIX-THOUSAND ONE-HUNDRED FIVE DOLLARS AND TWENTY CENTS (\$6,105.20) ("Amount Due"), consisting of FIVE-THOUSAND (\$5,000.00) in fines imposed by the Division for the violation of NRS 645C.215(1)(b), and the Division's pre-hearing costs and attorneys' fees

1 incurred in *Case No. 2025-160* in the total amount of ONE-THOUSAND ONE-HUNDRED
2 FIVE DOLLARS AND TWENTY CENTS (\$1,105.20).

3 2. The Amount Due shall be payable to the Division as follows:

4 RESPONDENT shall make payments over a 36-month period, starting ninety (90)
5 days after approval of this Stipulation by the Commission, to be paid as follows:

6 For 35 Months: \$169.59/month Total: \$5,935.65

7 RESPONDENT would then make his final payment of \$169.55 in the 36th and last
8 month of repayment for a total payment of \$6,105.20, as being the total Amount Due. Lump
9 sums can be made in pre-payment with no penalties.

10 3. RESPONDENT and the Division agree that once this Agreement is approved
11 and fully performed, the Division will close its file in this matter and the Division agrees
12 not to pursue any other or greater remedies or fines in connection with RESPONDENT'S
13 alleged conduct referenced herein. The Division further agrees that unless RESPONDENT
14 fails to make timely payment, the Division will not bring any claim or cause directly or
15 indirectly based upon any of the facts, circumstances, or allegations discovered during the
16 Division's investigation and prosecution of this case.

17 4. RESPONDENT agrees and understands that by entering into this
18 Stipulation, RESPONDENT is waiving his right to a hearing in the matter at which
19 RESPONDENT may present evidence in his defense, his right to a written decision on the
20 merits of the complaint, his rights to reconsideration and/or rehearing, appeal and/or
21 judicial review, and all other rights which may be accorded by the Nevada Administrative
22 Procedure Act, the Nevada Real Estate Appraisers statutes and accompanying regulations,
23 and the federal and state Constitutions.

24 5. RESPONDENT understands that this Agreement and other documentation
25 may be subject to public records laws. The Commission members who review this matter
26 for approval of this Stipulation may be the same members who ultimately hear, consider,
27 and decide the Complaints if this Stipulation is either not approved by the Commission or
28 is not timely performed by RESPONDENT.

1 6. RESPONDENT fully understands that he has the right to be represented by
2 legal counsel in these matters at his own expense.

3 7. Each party shall bear their own attorney's fees and costs, except as
4 provided above.

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

11 9. Withdrawal of Stipulation. If the Commission rejects this Stipulation or
12 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw
13 from this Stipulation, and the Division may pursue its Complaints before the Commission.
14 This Stipulation then shall become null and void and unenforceable in any manner against
15 either party.

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

26 11. Indemnification. RESPONDENT hereby agrees to indemnify and hold
27 harmless the State of Nevada, the Department of Business and Industry, Petitioner, the
28 Division, and each of their respective members, agents, employees, and counsel, in their

1 individual and representative capacities, against any and all claims, suits, and actions
2 brought against said persons and/or entities by reason of the Division's investigations,
3 these disciplinary actions, and all other matters relating thereto, and against any and all
4 expenses, damages, and costs, including court costs and attorney fees, which may be
5 sustained by the persons and/or entities named in this section as a result of said claims,
6 suits, and actions.

7 12. Default. In the event of default under this Stipulation, RESPONDENT agrees
8 the unpaid balance of the administrative fine and costs, together with any attorneys' fees
9 and costs that may have been assessed, shall be due in full to the Division within ten (10)
10 calendar days of the date of default. Debt collection actions for unpaid monetary
11 assessments in this case may be instituted by the Division or its assignee.

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

14 DATED this ____ day of July 2025.

DATED this 7 day of July 2025.

15 NEVADA DEPARTMENT OF BUSINESS
16 AND INDUSTRY, REAL ESTATE DIVISION

17 By: _____
18 SHARATH CHANDRA
Administrator

By:  _____
JOHN W. PACE
Respondent

19
20 Approved as to form:

21 AARON D. FORD
22 Attorney General

Approved as to form:

ISAACSON LAW

23 By:  _____
24 CHRISTAL P. KEEGAN
25 Deputy Attorney General
Nevada Bar No. 12725
5420 Kietzke Lane, Suite 202
26 Reno, Nevada 89511
ckeegan@ag.nv.gov

By: _____
JANEEN ISAACSON
Nevada Bar No. 6429
4730 S. Fort Apache Road, Suite 280
Las Vegas, Nevada 89147
janeen@isaacsonlawlv.com

27 Attorney for Real Estate Division

Attorney for Respondent

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 investigations, these disciplinary actions, 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.

12. Default. In the event of default under this Stipulation, RESPONDENT agrees the unpaid balance of the administrative fine and costs, together with any attorneys' 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.

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

DATED this 9 day of July 2025.

DATED this 8th day of July 2025.

NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE DIVISION

By: 

SHARATH CHANDRA
Administrator

By: _____

JOHN W. PACE
Respondent

Approved as to form:

AARON D. FORD
Attorney General

Approved as to form:

ISAACSON LAW 

By: 

CHRISTAE P. KEEGAN
Deputy Attorney General
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ckeegan@ag.nv.gov

By: 

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Attorney for Real Estate Division

Attorney for Respondent

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2 **STATE OF NEVADA**

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6 INDUSTRY, STATE OF NEVADA,

Case No. 2025-160

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10
11 **ORDER FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

12 The Stipulation of Disciplinary Action having come before the Commission of
13 Appraisers of Real Estate, during its regular agenda on July 22, 2025, and the Commission
14 being fully apprised of terms and good cause appearing,

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

18 DATED: July _____, 2025.

19 NEVADA REAL ESTATE COMMISSION

20 By: _____
21 President, Nevada Real Estate Commission

22 Submitted by:

23 AARON D. FORD
24 Attorney General

25 By: 
26 CHRISTAL P. KEEGAN (Bar No. 12725)
27 Deputy Attorney General
28 5420 Kietzke Lane, Suite 202
Reno, Nevada 89511
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