

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. 2016-2012

FILED

DEC 12 2018

REAL ESTATE COMMISSION
BY *Evelyn Fattle*

Petitioner,

vs.

LYLE D. CHAMBERLAIN,

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 Lyle D. Chamberlain ("RESPONDENT").

JURISDICTION

RESPONDENT engaged in activities which require a license as a real estate broker, real estate broker-salesperson, or real estate salesperson and is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS and NAC 645.

FACTUAL ALLEGATIONS IN COMPLAINT

cd At all times relevant to this Complaint, RESPONDENT was licensed by the Division as a ~~broker salesperson~~, license #B100016.LLC.

2. RESPONDENT signed a "Co-broker Engagement and Compensation Agreement" ("the Co-Broker Agreement") with Ryan Barr ("BARR"), Ryan Bennett ("BENNETT") and DAVID E. HOWARD, under which RESPONDENT would be entitled to a flat fee commission from BARR and BENNETT of \$1,000 on a sale, except wherein RESPONDENT introduced the buyer to BARR or BENNETT, under which circumstance BARR and BENNETT would split their commissions evenly with RESPONDENT.

3. At all times pertinent herein, BARR and BENNETT were not licensed by the DIVISION in any capacity.

1 4. The Co-Broker Agreement stated that "Co-Broker is only being engaged for state
2 licensing purposes. No marketing assistance is required or is necessary."

3 5. Under the color of the Co-Broker Agreement, BARR and BENNETT represented the
4 owner (Gabriel Hagemann, Successor Trustee to the Francis Realty Inc. Profit Sharing Plan) under an
5 exclusive listing agreement resulting in a February 29, 2016 sale of an O'Reilly's Auto Parts Store in
6 Reno, Nevada.

7 6. The buyer of the store was represented by Realty Corner, Inc.

8 7. The store sold for \$1,710,000.

9 **VIOLATIONS ASSERTED IN THE COMPLAINT**

10 8. RESPONDENT violated NRS 645.235(1)(b) by assisting unlicensed persons in an activity
11 for which a license is required under NRS Chapter 645, without the required license.

12 **DISCIPLINE AUTHORIZED**

13 9. Pursuant to NRS 645.235, the Commission is empowered to impose an administrative fine
14 in the amount of any gain or economic benefit that the person derived from the violation or \$5,000,
15 whichever amount is greater, against RESPONDENT.

16 10. Additionally, under NRS Chapter 622, the Commission is authorized to impose costs of
17 the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
18 Commission otherwise imposes discipline on RESPONDENT.

19 **PROPOSED STIPULATION AGREEMENT**

20 1. In an effort to avoid the time and expense of litigating these issues before the Commission,
21 the parties desire to compromise and settle the instant controversy upon the following terms and
22 conditions:

23 a. RESPONDENT agrees to pay \$2,500.00 to the Division within sixty days of the date
24 of the Commission's order approving this stipulation. The amount includes \$500.00
25 to cover the Division's investigatory costs and attorney fees.

26 b. RESPONDENT agrees to complete six hours of broker management continuing
27 education, not to be counted toward license renewal requirements. ^{CO} within 90 days
28 c. RESPONDENT agrees that he will not conduct any activity assisting unlicensed ^{of the date of the}
^{Commission's order}

1 persons in conducting activities for which a license is required under NRS Chapter
2 645.

3 2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
4 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
5 approved and fully performed, the Division will close its file in this matter. Nothing herein prevents proof
6 and giving consideration to acts complained of in this matter in determining or penalizing a future
7 violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter 645.

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

18 4. Each party shall bear its or his own attorney's fees and costs.

19 5. Approval of Stipulation. Once executed, this Stipulation will be filed with the
20 Commission and will be placed on the agenda for approval at its December 4-6, 2018, public meeting.
21 The Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees
22 that the Commission may approve, reject, or suggest amendments to this Stipulation that must be
23 accepted or rejected by RESPONDENT before any amendment is effective.

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

28 ...

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 agrees to indemnify and hold harmless the State
11 of 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. Default. In the event of default, RESPONDENT agrees that his license shall be
18 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any
19 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten
20 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case
21 may be instituted by the Division or its assignee. RESPONDENT agrees that his license shall be
22 immediately suspended if he fails to timely attend and complete the above continuing education.
23 RESPONDENT agrees that the suspension of his license shall continue until the continuing education is
24 completed.

25 10. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
26 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
27 approved and fully performed, the Division will close its file in this matter. Nothing herein prevents proof
28 ...

1 and giving consideration to acts complained of in this matter in determining or penalizing a future
2 violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter 645.


3 11. RESPONDENT agrees that if the administrative fine and costs are not paid within the
4 time period set forth hereinabove, the Division may, at its option, rescind this Stipulation and proceed
5 with prosecuting the Complaint before the Commission. In that case, the Stipulation shall be null and
6 void.

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

9 DATED this 30 day of November, 2018

DATED this 3 day of ^{DECEMBER} November, 2018.

10
11
12 By: 
13 LYLE D. CHAMBERLAIN

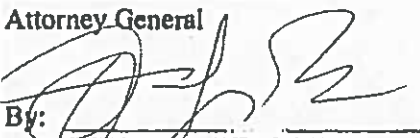
NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY REAL ESTATE DIVISION
14
15 By: 
16 SHARATH CHANDRA
17 Administrator

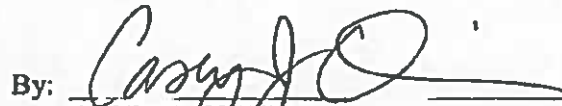
18 Approved as to form:

Approved as to form:

19 ADAM PAUL LAXALT
20 Attorney General

NEWMEYER & DILLION LLP

21 By: 
22 DENNIS L. BELCOURT
23 Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
25 Las Vegas, NV 89101
26 Attorney for the Real Estate Division

27 By: 
28 CASEY J. QUINN
3800 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169
Attorney for Respondent

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. 2016-2012

Petitioner,

vs.

LYLE D. CHAMBERLAIN,

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 December 4, 2018, and the Commission being fully apprised of terms and good cause appearing,

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

This Order shall become effective on the 14th day of January, 2018¹⁹.

Dated this 13th day of December, 2018.

NEVADA REAL ESTATE COMMISSION

By: 

[Print Name] Lee K. Barrett
Commission President