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BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2016-1833

Petitioner,

vs.

KEVIN DUNLAP,

Respondent.

FILED

DEC 07 2016

REAL ESTATE COMMISSION
BY 

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION

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, Kevin Dunlap ("RESPONDENT").

JURISDICTION

RESPONDENT was at all relevant times mentioned in the Complaint licensed by the Division as a Salesperson under license numbers S.0172165.LLC, and is therefore subject to the jurisdiction of the Division and the Nevada Real Estate Commission and the provisions of NRS chapter 645 and NAC chapter 645.

FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. In or around September 2015, RESPONDENT represented the buyer of real property located at 4474 Prada Place, Las Vegas, Nevada (the "Property").

2. At that time, RESPONDENT was associated with Vegas International Properties Realty Group ("VIP") and broker Glenn S. Plantone.

3. The settlement statement for the sale of the Property indicated that the buyer was being charged for the commission being paid to RESPONDENT.

4. The buyer contacted RESPONDENT and asked him who was paying RESPONDENT's commission.

1 5. RESPONDENT informed the buyer that the seller would be paying RESPONDENT's
2 commission.

3 6. Contrary to RESPONDENT's assurance to the buyer, RESPONDENT informed Rhonda
4 L. Monahan from the title company that RESPONDENT has informed the buyer "at the start" that the
5 buyer would be paying his commission.

6 7. The buyer was charged with, and had to pay RESPONDENT's commission.

7 8. On or about March 11, 2016, RESPONDENT sent the buyer a letter admitting that the
8 buyer was mistakenly charged with the commission.

9 9. On or about March 28, 2016, RESPONDENT sent the buyer and Plantone an email
10 admitting that the buyer was mistakenly charged with the commission as well as other items, resulting in
11 an overcharge to the buyer of approximately \$6,491.51.

12 10. On or about April 6, 2016, Plantone sent RESPONDENT and the buyer an email stating
13 that he buyer "has a bad attitude here" and indicating that Plantone does not take kindly to the buyer's
14 complaint about being overcharged on the Property transaction.

15 11. On or about April 12, 2016, the buyer filed a Statement of Fact with the Division
16 complaining about the conduct of RESPONDENT and Plantone.

17 12. On or about April 25, 2016, RESPONDENT admitted to the Division that the buyer was
18 overcharged on the Property transaction.

19 13. Despite his correspondence to Monahan set forth above, RESPONDENT informed that
20 Division that he told the title company that the buyer should not have been charged with paying
21 RESPONDENT's commission.

22 14. On or about April 25, 2016, Plantone admitted to the Division that the buyer was
23 overcharged approximately \$6,500.00 on the Property transaction.

24 **VIOLATIONS OF LAW ASSERTED IN THE COMPLAINT**

25 15. RESPONDENT violated NRS 645.252(1)(b) and (2) by failing to properly inform the
26 buyer that the buyer would be responsible for paying RESPONDENT's commission.

27 16. RESPONDENT violated NRS 645.633(1)(h) and/or (i), pursuant to NAC 645.605(6), by
28 falsely telling the buyer that the seller would be paying RESPONDENT's commission.

1 24. The Division agrees not to pursue any other or greater remedies or fines in connection
2 with RESPONDENT's alleged conduct referenced herein. The Division further agrees that upon
3 RESPONDENT's timely payment of the administrative fine and costs that the Division will not bring
4 any claim or cause directly or indirectly any other claim to be brought by others against RESPONDENT
5 based upon any of the facts, circumstances or allegations discovered during the Division's investigation
6 and prosecution of this case.

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

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

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

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

28 29. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning

1 this Stipulation may be discussed or introduced into evidence at any hearing on the Complaint, if the
2 Division must ultimately present its case based on the Complaint filed in this matter.

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

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

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

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

28 34. RESPONDENT has signed and dated this Stipulation only after reading and


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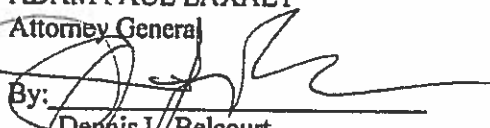
understanding all terms herein.

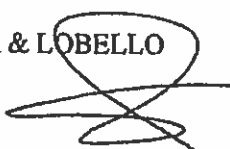
Dated: 11/27/18

By: 
Kevin Durflap, Respondent

Dated: 12/3/18

State of Nevada
Department of Business and Industry
Real Estate Division
By: 
Sharath Chandra, Administrator

Approved as to form:
Dated: 12/3/2018
ADAM PAUL LAXALT
Attorney General
By: 
Dennis L. Belcourt
Deputy Attorney General
Attorney for the Real Estate Division

Approved as to form:
Dated: 11-27-18
BLACK & LOBELLO
By: 
Steven Mack, Esq.
Attorney for Respondent

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ORDER APPROVING STIPULATION

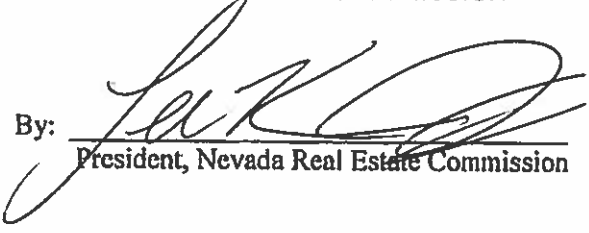
The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on December 4, 2018, and the Commission being fully apprised in the premises, and good cause appearing,

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

This Order shall become effective on the 9 day of January, ²⁰¹⁹ 2018.

Dated this 10 day of December, 2018.

NEVADA REAL ESTATE COMMISSION

By: 
President, Nevada Real Estate Commission