

JUL 13 2018

BEFORE THE REAL ESTATE COMMISSION REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case No.: 2017-2108

Petitioner,

vs.

**STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION**

SCOTT PAUL MYER,

Respondent.

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 Scott Paul Myer ("Respondent").

JURISDICTION

Respondent is licensed as a real estate broker under license number B.1001168.CORP. Respondent engaged in activities which require a license as a real estate broker, real estate broker-salesperson, or real estate salesperson, issued by the Division and therefore, is subject to the jurisdiction of the Division, the Commission, and the provisions of NRS and NAC 645.

FACTUAL ALLEGATIONS

1. Respondent is a licensed Real Estate Broker under license number B.1001168.CORP, initially issued by the Division on May 19, 2013.
2. Respondent is the Broker of record for Myer Realty in Reno, Nevada.
3. Respondent was the supervising broker at Myer Realty and the supervisor of Matthew W. Hovey ("Hovey") at all times relevant in this Complaint.

1 4. Hovey is a licensed Real Estate Salesperson under license number
2 S.0059885, initially issued by the Division on February 25, 2004.

3 5. At all times relevant, Hovey was employed with Meyer Realty in Reno,
4 Nevada.

5 6. Hovey's license expired on February 28, 2017.

6 7. The effective date of Hovey's expired license was March 1, 2013.

7 8. Hovey's license was reinstated on August 31, 2017.

8 9. Hovey actively participated in two real estate transactions that closed during
9 the time his license was expired.

10 10. Respondent failed to adequately supervise Hovey to ensure his compliance
11 with NRS 645 and NAC 645.

12 11. Hovey acted as the seller's agent for the property located at 1783 London
13 Circle, Sparks, Nevada 89431, assisting the seller with the acceptance of the buyers offer
14 on March 24, 2017, and the closing, which occurred on or about April 19, 2017.

15 12. Hovey also acted as the seller's agent for the property located at 11140
16 Larson Ranch Road, Reno, Nevada 89506, assisting the seller with the acceptance of the
17 buyer's offer on March 22, 2017, and the closing, which occurred on or about July 25,
18 2017.

19 13. Hovey also entered into eight Exclusive Right to Sell contracts during the
20 time his license was expired, including for: (1) 813 Overland Loop, Dayton, NV 89403, on
21 June 19, 2017; (2) 1475 Locksley Way, Reno, NV 89503, on July 11, 2017; (3) 170 Nugget
22 Lane, Dayton, NV 89403, on July 7, 2017; (4) 260 Grover Court, Sun Valley, Nevada
23 89433, on April 7, 2017; (5) 240 Grover Court, Sun Valley, NV 89433, on April 9, 2017; (6)
24 5670 Leon Drive, Sun Valley, NV 89433, on April 9, 2017; (7) 740 Grayhawk Drive,
25 Dayton, NV 89403, on July 22, 2017; and (8) 3701 Ranchview Court, Reno, NV 89509, on
26 August 7, 2017.

27 14. Hovey was notified by the Association of Realtors on August 18, 2017, that
28 his license was expired.

1 15. Hovey transferred his active listings to his broker, the Respondent, on
2 August 25, 2017.

3 16. Respondent paid a \$2,500.00 commission to Hovey for the sale of 1783
4 London Circle, Sparks, NV 89431, in April of 2017.

5 17. Respondent paid a \$1,450.00 commission to HOVEY for the closed sale of
6 11140 Larson Ranch Road, Reno, NV 89506, in July of 2017.

7 18. On or about September 7, 2017, the Division sent Respondent an
8 Investigation Opening Letter requesting a response by September 21, 2017.

9 19. On or about September 22, 2017, the Division received a response from
10 Respondent.

11 20. On or about October 17, 2017, the Division sent Respondent, via certified
12 mail, an NRS 233B notice of intention to commence disciplinary action against him with
13 the Nevada Real Estate Commission for violations of NRS 645.280(1); NRS 645.633(1)(c)
14 pursuant to NAC 645.605(1); and NRS 645.660(3).

15 **VIOLATIONS**

16 Respondent has committed the following violations of law:

17 21. Respondent violated NRS 645.280(1) and NRS 645.633(1)(c) pursuant to NAC
18 645.605(1) by paying commissions from the sale of (1) 1783 London Circle Sparks, Nevada
19 89431; and (2) 11140 Larson Ranch Road, Reno, Nevada 89506, to Hovey while his license
20 was expired, which constitutes a failure to protect the public against misrepresentation
21 and unethical practices.

22 22. Respondent violated to NRS 645.660(3) pursuant to NAC 645.600(4) and by
23 failing to adequately supervise Hovey and have a system in place to ensure Hovey
24 maintained his license requirements up-to-date and did not engage in real estate sales
25 without a license in violation of NRS 645.230 and NRS 645.235.

26 **DISCIPLINE AUTHORIZED**

27 23. Pursuant to NRS 645.633, the Commission is empowered to impose an
28 administrative fine of up to \$10,000 per violation against Respondent and further to

1 suspend, revoke, or place conditions on the license of Respondent.

2 24. Pursuant to NRS 645.660(3), the Commission may suspend, revoke, or deny
3 the renewal of the license of a real estate broker and may assess a civil penalty of not
4 more than \$5,000 against the broker if it appears he or she has failed to maintain
5 adequate supervision of a salesperson or broker-salesperson associated with the broker
6 and that person commits any unlawful act or violates any of the provisions of this
7 chapter.

8 25. Pursuant to NRS 645.314, the Division is authorized to request its
9 investigative costs where the investigation was undertaken for disciplinary purposes.

10 26. Additionally, under NRS 622.400, the Commission is authorized to impose
11 costs of the proceeding upon Respondent, including investigative costs and attorney's fees,
12 if the Commission otherwise imposes discipline on Respondent.

13 27. Therefore, the Division requests that the Commission take such disciplinary
14 action as it deems appropriate under the circumstances.

15 **STIPULATION AGREEMENT**

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

- 19 a. Respondent admits all factual allegations.
- 20 b. Respondent admits all alleged violations of law.
- 21 c. Respondent agrees to pay \$5,000.00 to the Division within one (1) year of the
22 date of the Commission's order approving this stipulation. The \$5,000.00
23 includes \$1,000.00 to cover the Division's investigatory costs and attorney
24 fees.
- 25 d. Respondent further agrees to take six (6) hours of live course continuing
26 education credits covering the area of Broker Management. The six (6)
27 hours shall not be counted towards to Respondent's continuing education
28 requirements and must be completed within one hundred eighty (180) days

1 of the effective date of the Commission's order approving this stipulation.

2 2. If the payment is not received by the Division on or before the expiration of
3 one (1) year, it shall be construed as an event of default by Respondent.

4 3. In the event of default, Respondent agrees that his license(s) and any
5 permit(s) shall be immediately suspended, the Division may rescind this Stipulation and
6 proceed with prosecuting the Complaint before the Commission. In that case, the
7 Stipulation shall be null and void.

8 4. The Division agrees not to pursue any other or greater remedies or fines in
9 connection with Respondent's alleged conduct referenced herein. The Division further
10 agrees that upon Respondent's timely payment, the Division will not bring any claim or
11 cause directly or indirectly against Respondent based upon any of the facts,
12 circumstances, or allegations discovered during the Division's investigation and
13 prosecution of this case.

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

27 6. Each party shall bear its own attorney's fees and costs.

28 7. Approval of Stipulation. This Stipulation was accepted by Respondent and

1 approved by the Commission at its June 12, 2018, public meeting.

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

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

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigation, this disciplinary action, and all other matters relating thereto.

9. Indemnification. Respondent hereby indemnifies and holds harmless the State of Nevada, the Department of Business and Industry, the Division, and each of their respective members, agents, employees, and counsel, in their 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 investigation, this disciplinary action, 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.

///
///
///
///
///
///
///
///
///
///
///

10. Respondent has signed and dated this Stipulation only after reading and understanding all terms herein.

DATED this 25 day of June 2018

DATED this ____ day of June 2018.

By:
DIVISION



SCOTT PAUL MYER
Respondent

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE

1 10. Respondent has signed and dated this Stipulation only after reading and
2 understanding all terms herein.

3 DATED this ____ day of June 2018


DATED this 28 day of June 2018.

4
5 By: _____
6 SCOTT PAUL MYER,
7 Respondent

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

8 By: 
9 SHARATH CHANDRA
10 Administrator

11 Approved as to form:
12 ADAM PAUL LAXALT
13 Attorney General

14 By: 
15 PETER K. KEEGAN
16 Deputy Attorney General
17 100 N. Carson St.
18 Carson City, NV 89701
19 Attorney for the Real Estate Division
20
21
22
23
24
25
26
27
28

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.: 2017-2108

Petitioner,

vs.

SCOTT PAUL MYER,

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 June 12, 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 15th day of AUGUST 2018.

NEVADA REAL ESTATE COMMISSION

By: 
[Print Name] DEVIN REISS
Commission President