

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

SEP 11 2020

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

Case No. 2019-638

REAL ESTATE COMMISSION
BY *Evelyn Patten*

Petitioner,

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

vs.

SHANNON JANVRIN,

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"), by and through their attorney of record, Karissa D. Neff, Deputy Attorney General, and Shannon Janvrin ("RESPONDENT"), by and through her attorney of record, Leo P. Flangas, Esq. of Flangas Law Firm.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a broker salesperson and held a property manager permit and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT

1. At all relevant times, RESPONDENT was licensed by the Division as a broker salesperson (BS.0015422) since March of 1999 and also held a property manager permit (PM.0115422), both of which expired on March 31, 2019 due to non-renewal.

2. RESPONDENT is married to Larry D. Janvrin, who is also a licensee with the Division.

3. Mr. Janvrin is currently licensed by the Division as a broker under B.0007364.CORP and holds an active property management permit (PM.0162187.BKR).

4. Mr. Janvrin is an officer, director, and owner of INXS, INC., a Nevada corporation doing business as A.C.E Property Management ("ACE").

1 5. RESPONDENT is, or was, the secretary and treasurer of ACE, and upon information and
2 belief, is also an owner of ACE.

3 6. ACE provides property management services to clients in Clark County, Nevada.

4 7. On or around May 30, 2019, ACE submitted a Trust Account Reconciliation to the
5 Division for an account ending in 4735.

6 8. The reconciliation showed a shortage of approximately \$83,308.78 in the rental trust
7 account and a shortage of approximately \$186,181.61 in the security deposit account.

8 9. On or around June 14, 2019, a trust account reviewer for the Division Enforcement
9 Section contacted Mr. Janvrin to discuss the Trust Account Reconciliations because they were out of
10 balance.

11 10. Mr. Janvrin informed the Division's account reviewer that, "his wife (RESPONDENT)
12 who had been in charge of his books for many years has been converting the money from one account to
13 the other and there is a shortage in excess of \$300,000 dollars."

14 11. Mr. Janvrin informed the Division's account reviewer that RESPONDENT was not a
15 signatory to the trust accounts but had been making electronic withdrawals.

16 12. Mr. Janvrin also informed the Division's account reviewer that eventually the money
17 would run out and that he would not be able to refund deposits to, or cover expenses for his
18 landlord/owner clients.

19 13. On or around August 5, 2019, the Division properly notified Mr. Janvrin of its
20 investigation and requested that he explain the discrepancies in two of his trust accounts, and also
21 requested the following documents: (1) any and all residential management lease agreements from
22 December 2018 to April 2019, and (2) Any and all Residential Lease Agreements from December 2018
23 to April 2019.

24 14. In his response to the Division, Mr. Janvrin stated the following:

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26 "I only recently became aware of the discrepancy in the bank accounts. After I learned of
27 the discrepancy with the bank accounts, I notified the Real Estate Division and deliver the
28 annual reconciliation. All other information I know is privilege (sic) under spousal
privilege."

1 15. RESPONDENT also provided a response to the Division and stated, "I hereby invoke my
2 5th Amendment Constitutional Right to remain silent."

3 16. RESPONDENT's attorney, Leo P. Flangas, Esq. ("Flangas"), also responded to the
4 Division and stated that Larry's intent was to close his business due to the discrepancies with the bank
5 accounts that he had discovered and that they were exploring options to wind up and close the business.

6 17. Thereafter, Flangas informed the Division that Larry sold his company to Platinum Group
7 Companies, LLC dba Centurion Property Management ("Centurion") and that pursuant to the parties'
8 agreement, Centurion would fund any short falls in both trust accounts so that ACE's former
9 landlord/owner clients would be made whole.

10 SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

11 1. RESPONDENT violated NRS 645.630(1)(h) by commingling the money of clients with
12 her own or converting the money of others to her own use.

13 2. RESPONDENT violated NRS 645.633(1)(i) by engaging in conduct that was deceitful,
14 fraudulent, or dishonest.

15 3. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) by committing
16 gross negligence or incompetence by breaching her obligation of absolute fidelity to her principal's
17 interest or her obligation to deal fairly with all parties to a real estate transaction by wrongfully
18 embezzling and/or converting funds from ACE.

19 PROPOSED SETTLEMENT

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

22 1. RESPONDENT agrees to pay the Division a total amount of \$15,708.72 ("Amount Due"),
23 consisting of \$15,000.00 imposed by the Division, the Division's pre-hearing costs and attorneys' fees
24 in the amount of \$708.72.

25 2. The Amount Due shall be payable to the Division as follow:
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1 RESPONDENT shall make monthly payments to the Division in the amount of \$261.81 per
2 month, with the first payment due to the Division beginning the first day of November, 2020, and due
3 the first day of each consecutive month thereafter, until the Amount Due to the Division is paid in full.

4 3. RESPONDENT further agrees that all permits and licenses she has with the Division are
5 hereby revoked for a five-year period and that under no circumstances shall she be permitted to reapply
6 to the Division for any permits or licenses until the expiration of the 5-year revocation period, provided
7 that she has paid the Division the Amount Due.

8 4. RESPONDENT and the Division agree that by entering into this Stipulation, the Division does
9 not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
10 approved and fully performed, the Division will close its file in this matter.

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

22 6. Each party shall bear their own attorney's fees and costs, except as provided above.

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

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

5 9. Release. In consideration of the execution of this Stipulation, RESPONDENT for
6 herself, her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever
7 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of
8 their respective members, agents, employees, and counsel in their individual and representative
9 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
10 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
11 now has, may have, or claim to have against any or all of the persons or entities named in this section,
12 arising out of or by reason of the Division's investigation, this disciplinary action, and all other matters
13 relating thereto. In the event this settlement is approved, the Division agrees to release and discharge
14 RESPONDENT from any further causes of action, suits, or disciplinary actions arising from this
15 complaint and its investigation.

16 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the
17 State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their
18 respective members, agents, employees, and counsel, in their individual and representative capacities,
19 against any and all claims, suits, and actions brought against said persons and/or entities by reason of the
20 Division's investigation, this disciplinary action, and all other matters relating thereto, and against any
21 and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by
22 the persons and/or entities named in this section as a result of said claims, suits, and actions.

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

1 Division or its assignee.

2 12. RESPONDENT has signed and dated this Stipulation only after reading and understanding
3 all terms herein and consulting with her counsel.

4
5 DATED this 28th day of August, 2020.

DATED this ____ day of August, 2020.

7 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

8
9 By: Shannon Janvin

SHANNON JANVIN

By: _____

SHARATH CHANDRA
Administrator

11 Approved as to form:

12
13 By: _____

14 LEO P. FLANGAS (Bar No. 5637)
15 Flangas Law Firm
600 S. Third Street
16 Las Vegas, NV 89101
Attorney for RESPONDENT

17
18
19 AARON D. FORD

Attorney General

20
21 By: _____

22 Karissa D. Neff (Bar. No. 9133)
Deputy Attorney General
23 555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
24 Attorneys for Real Estate Division

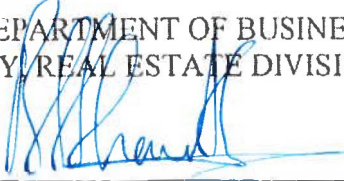
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3
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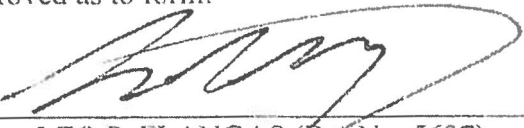
DATED this 28 day of August, 2020.

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6 NEVADA DEPARTMENT OF BUSINESS
7 & INDUSTRY REAL ESTATE DIVISION

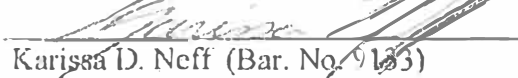
8 By: _____
9 SHANNON JANVRIN

By: 
10 SHARATH CHANDRA
11 Administrator

12 Approved as to form:

13 By: 
14 LEO P. FLANGAS (Bar No. 5637)
15 Flangas Law Firm
16 600 S. Third Street
17 Las Vegas, NV 891101
18 Attorney for RESPONDENT

19 AARON D. FORD
20 Attorney General

21 By: 
22 Karissa D. Neff (Bar. No. 9133)
23 Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
25 Las Vegas, NV 89101
26 Attorneys for Real Estate Division
27
28

1 BEFORE THE REAL ESTATE COMMISSION
2 STATE OF NEVADA

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

Case No. 2019-638

Petitioner,

7 vs.

8 SHANNON JANVRIN,

Respondent.

10 ORDER APPROVING STIPULATION AND ORDER
11 FOR SETTLEMENT OF DISCIPLINARY ACTION

12 That certain Stipulation and Order for Settlement of Disciplinary Action in this action, having
13 come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during
14 its regular agenda commencing on September 1, 2020, and the Commission being fully apprised in the
15 premises, and good cause appearing,

16 IT IS SO ORDERED that the Stipulation and Order for Settlement of Disciplinary Action in this
17 matter, entered into by Petitioner and Respondent, is approved in full.

18 Dated: September 1, 2020.

20 REAL ESTATE COMMISSION
21 STATE OF NEVADA

22 By: 
23 President, Nevada Real Estate Commission

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25
26
27 Submitted by:
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1 AARON FORD, Attorney General

2
3 By: */s/ Karissa Neff*

4 Karissa D. Neff
5 Deputy Attorney General
6 555 E. Washington Ave. Ste 3900
7 Las Vegas, Nevada 89101
8 Attorneys for Real Estate Division
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