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1	BEFORE THE REAL ESTATE COMMISSION NOV 1 4 2019				
1 2	STATE OF NEVADA			ESTATE COMMISSION	
3	SHARATH CHANDRA, Administrator,			very latte	
4	REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY,	Case No.:	2018	3-1449	
5	STATE OF NEVADA,				
6	Petitioner,	STIPULATION FOR	R SE	TTLEMENT OF	
7	vs.	DISCIPLINA	RY	ACTION	
8		DWARD D. LORD,			
9	EDWARD D. LORD,				
10	Respondent.				
11					
12	This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into				
13	by and between the State of Nevada, Department of Business and Industry, Real Estate				
14	Division ("Division"), through its Administrator Sharath Chandra ("Petitioner") and				
15	Edward D. Lord ("RESPONDENT").				
16	JURISDICTION				
17	RESPONDENT is licensed as a broker salesperson under license number				
18	BS.0036344. RESPONDENT engaged in activities which require a license as a real estate				
19	broker, real estate broker-salesperson, or real estate salesperson, issued by the Division				
20	and is, therefore, subject to the jurisdiction of the Division and the Commission, and the				
21	provisions of NRS and NAC 645.				
22	FACTUAL ALLEGATIONS				
23	1. RESPONDENT is a licensed Broker Salesperson under license number,				
24	BS.0036344, initially issued by the Division on August 9, 1995.				
25	2. On January 23, 2018, Neita Montague, and on February 8, 2018, Mark				
26	Montague, signed an Exclusive Right to Sell Contract for 7840 Tamra Drive, Reno, Nevada				
27	89506 ("the Property"), with the Complainant's brokerage.				
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1 3. The Exclusive Right to Sell Contract for the Property was for the period 2 commencing February 9, 2018, and terminating at midnight on August 31, 2018. On or about March 23, 2018, RESPONDENT prepared a Consent to Act Form 3 4. and Duties Owed by a Nevada Real Estate Licensee ("Duties Owed Form") and had Mark 4 Montague sign as both the buyer and seller of the property in question. 5 6 5. The March 23, 2018, Duties Owed Form lists KRCH Realty as the broker. 7 6. The RESPONDENT placed the Property onto the Northern Nevada Multiple 8 Listing Service ("NNMLS") on March 20, 2018, reflecting a listing date of March 21, 2018. 7. 9 The NNMLS listing stated that Respondent was the sole listing agent. 8. The NNMLS listing identified that the Property was offered as a "Partition 10 11 Sale" for 50% interest in the property. 12 9. RESPONDENT did not have a court order allowing for a partition sale of the 13 Property. On or about March 21, 2018, Complainant's brokerage received a letter from 14 10. Mr. Montague withdrawing his signature on the Duties Owed Form and Consent to Act 15 Form that he signed on February 8, 2018. 16 17 11. On or about March 22, 2018, RESPONDENT entered into an Exclusive Right 18 to Sell Agreement with Mark Montague. The March 22, 2018, Exclusive Right to Sell Agreement lists KRCH Realty as 19 12. the broker. 20 The March 22, 2018, Exclusive Right to Sell Agreement states that the Broker 21 13. 22 was to be paid 6% of the selling price. 23 14. The March 22, 2018, Exclusive Right to Sell Agreement states that the Property is being offered as a "Partition Sale" for 50% interest in the property. 24 On or about March 22, 2018, RESPONDENT submitted a Residential Offer 25 15. and Acceptance Agreement on behalf of Mr. Montague for the Property in the amount of 26 27 \$450,000. 111 28

16. The March 22, 2018, Residential Offer and Acceptance Agreement shows RESPONDENT as the buyer's broker.

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17. The March 22, 2018, Residential Offer and Acceptance Agreement shows KRCH Realty as the seller's broker.

5 18. On or about March 22, 2018, the RESPONDENT withdrew the NNMLS
6 listing for the Property.

19. On March 22, 2018, Mark Montague signed a second Duties Owed Form which identified RESPONDENT as the broker.

9 20. On March 23, 2018, Mark Montague signed a Buyer's Real Property
10 Brokerage Agreement with KRCH Realty that named RESPONDENT as the broker.

21. On or about, October 11, 2018, the Division received a Complaint and
Statement of Fact against RESPONDENT.

13 22. On or about October 15, 2018, the Division sent RESPONDENT and
14 RESPONDENT's broker of record, an Investigation Opening letter requesting a response
15 by October 29, 2018.

16 23. On or about, November 5, 2018, after receiving a week extension, the
17 RESPONDENT and RESPONDENT's broker submitted their responses to the Division's
18 Investigation Opening Letter.

19 24. On February 20, 2019, the Division sent, via certified mail, a 233B letter to
20 RESPONDENT indicating that the Division intended to file a formal complaint with the
21 Nevada Real Estate Commission and request a disciplinary hearing.

## VIOLATIONS ALLEGED

RESPONDENT has committed the following violations of law:

24 25. RESPONDENT violated NRS 645.252(2) and/or NRS 645.254(6) and/or NRS
25 645.633(1)(h) for failing to exercise reasonable skill and care and/or for gross negligence or
26 incompetence for advising Mark Montague to sell his ownership of the Property as a
27 partition sale without advising Mark Montague to seek expert advice regarding the
28 requirements for a partition sale.

26. RESPONDENT violated NRS 645.3205 and/or NRS 645.630(1)(a) and/or NRS
 645.633(1)(i) pursuant to NAC 645.605(1) for dealing with a party to a real estate
 transaction in a manner which is deceitful, fraudulent or dishonest by identifying himself
 as a broker while he only holds a broker-salesperson license.

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27. RESPONDENT violated NRS 645.630(1)(1) and/or NRS 645.635(2) for entering a brokerage agreement with Mark Montague while knowing that he had a signed brokerage agreement in place for the property in question with the Complainant's brokerage.

9 28. RESPONDENT violated NRS 645.635(1) by offering the Property for sale
10 without the consent of each owner.

## DISCIPLINE AUTHORIZED

Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to
 impose an administrative fine of up to \$10,000 per violation against RESPONDENT and
 further to suspend, revoke or place conditions on the license of RESPONDENT.

15 2. Pursuant to NRS 645.314, the Division is authorized to request its investigative
16 costs where the investigation was undertaken for disciplinary purposes.

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

20 4. Therefore, the Division requests that the Commission take such disciplinary
21 action as it deems appropriate under the circumstances.

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

STIPULATION AGREEMENT

26 27 a. RESPONDENT admits to the facts as alleged. RESPONDENT does not admit to the above violations.

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- b. RESPONDENT agrees to pay \$3,000.00 plus \$1,500.00 in administrative costs, for a total of \$4,500.00, to the Division within one (1) year of the date of the Commission's Order approving this stipulation.
- c. RESPONDENT further agrees to take six (6) hours of live course continuing education, comprised of three (3) hours in Agency and three (3) hours in Ethics. The six (6) hours shall not be counted towards RESPONDENT's continuing education requirements and must be completed, with proof submitted to the Division, within one hundred eighty (180) days of the effective date of the Commission's Order approving this stipulation.

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

3. If proof of completion of the six (6) hours of continuing education is not
received by the Division within one hundred eighty (180) days, it shall be construed as an
event of default by RESPONDENT.

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

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

6. RESPONDENT agrees and understands that by entering into this Stipulation, RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in defense, right to a written decision on the merits of the complaint, rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other

rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada 1 Real Estate Brokers and Salespersons statutes and accompanying regulations, and the 2 federal and state Constitutions. RESPONDENT understands that this Agreement and 3 other documentation may be subject to public records laws. The Commission members who 4 review this matter for approval of this Stipulation may be the same members who 5 ultimately hear, consider, and decide the Complaint if this Stipulation is either not 6 approved by the Commission or is not timely performed by RESPONDENT. 7 RESPONDENT fully understands that he has the right to be represented by legal counsel 8 in this matter at his own expense. 9

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

8. Approval of Stipulation. This Stipulation is subject to approval by the 11 Commission at a public meeting. 12

9. <u>Release</u>. In consideration of the execution of this Stipulation, RESPONDENT, 13 for himself, his heirs, executors, administrators, successors, and assigns, hereby releases, 14 remises, and forever discharges the State of Nevada, the Department of Business and 15Industry, and the Division, and each of their respective members, agents, employees, and 16 counsel in their individual and representative capacities, from any and all manner of 17 actions, causes of action, suits, debts, judgments, executions, claims, and demands 18 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has, 19 may have, or claim to have against any or all of the persons or entities named in this 20 section, arising out of or by reason of the Division's investigation, this disciplinary action, 21 and all other matters relating thereto. 22

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Indemnification. RESPONDENT hereby indemnifies and holds harmless the 10. 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, 28

1	including court costs and attorney fees, which may be sustained by the persons and/or				
2	entities named in this section as a result of said claims, suits, and actions.				
3	RESPONDENT has signed and dated this Stipulation only after reading and				
4	understanding all terms herein.				
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6	DATED this day of September 2019. DATED this day of September 2019.				
7 8	NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL ESTATE DIVISION				
9-	to the the				
10	By: By: By: By: SHARATH CHANDRA Respondent Administrator				
11/					
13 14 15 16 17 18 19 20	Approved as to form: KOZAK LAW FIRM By: CHARLES KOZAK Attorney for the Bespondent Approved as to form: AARON D. FORD Attorney General By: PETERK. KEEGAN Deputy Attorney General Attorney for the Real Estate Division				
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	Page 7				

including court costs and attorney fees, which may be sustained by the persons and/or 1 entities named in this section as a result of said claims, suits, and actions. 2 RESPONDENT has signed and dated this Stipulation only after reading and 3 understanding all terms herein. 4 5 DATED this 27 day of September 2019. DATED this \_\_\_\_\_day of September 2019. 6 7 NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL ESTATE DIVISION 8 9 By: 10 EDWARD D. LORD SHARAT Respondent Administrator 11 1/2 Approved as to form: Approved as to form: 13 AARON D. FORD KOZAK LAW FIRM Attorney General 14 1\5 1 b By: By: 16 CHARLES KOZÁI PETERIK, KEEGAN Attorney for the Respondent Deputy Attorney General 17 Attorney for the Real Estate Division 18 19 20 21 22 23 24 25 26 27 28 Page 7

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1	BEFORE THE REAL ESTATE COMMISSION				
2	STATE OF NEVADA				
3	SHARATH CHANDRA, Administrator,				
4 5	REAL ESTATE DIVISÍON, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA,	Case No.: 2018-1449			
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7	Petitioner,				
8	VS.				
9	EDWARD D. LORD,				
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11	Respondent.				
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13	ORDER APPROVING STIPULATION				
14	The Stipulation for Settlement of Disciplinary Action having come before the Real				
15	Estate Commission, Department of Business and Industry, State of Nevada, during its				
16	regular agenda on November <u>5</u> , 2019, and the Commission being fully apprised of				
17	terms and good cause appearing,				
18	IT IS ORDERED that the Stipulation for Settlement of Disciplinary Action in this				
19	matter is approved in full.				
20	This Order shall become effective on the $\frac{14 \text{ th}}{14}$ day of December 2019.				
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23	NEVA	ADA REAL ESTATE COMMISSION			
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25	By: _	1 - car face			
26	[F	Print Name]			
27	C	ommission President			
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