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APR 01 2022

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

REAL ESTATE COMMISSION
BY Emily Patten

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

Case No. 2019-804

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

Petitioner,

vs.

JEFF CHAIN,

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, Virginia T. Tomova, Deputy Attorney General, and Jeff Chain ("RESPONDENT").

RESPONDENT, at all relevant times mentioned in this Complaint, was licensed by the Division as a broker. He 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 THE COMPLAINT

1. RESPONDENT was licensed by the Division as a real estate broker, under license (B.0026141.CORP), which is in "active" status.

2. At all relevant times mentioned in this Complaint, RESPONDENT was and is a broker with Millennium Commercial Properties, located at 3900 S. Hualapai Way, Suite # 110A, Las Vegas, Nevada 89147.

3. The RESPONDENT's broker's license was issued on October 08, 1990, and it expires on October 31, 2022.

4. Complainants Mary Geidel and Liz Kerby loaned monies to the RESPONDENT for the construction financing of a Veteran's Village project in Las Vegas.

1 5. On or about April 17, 2017, Complainant Mary Geidel received a promissory
2 note from Millennium Commercial Properties and RESPONDENT for a loan in the amount
3 of \$72,000.00. ("First Promissory Note").

4 6. The First Promissory Note required the principal and interest due to be paid
5 no later than December 15, 2017.

6 7. RESPONDENT failed to pay the First Promissory Note by the due date.

7 8. On or about June 6, 2017, Complainant Liz Kerby received a promissory note
8 from Millennium Commercial Properties and RESPONDENT for a loan in the amount of
9 \$37,500.00 ("Second Promissory Note").

10 9. The Second Promissory Note required the principal and interest to be paid no
11 later than December 6, 2017.

12 10. RESPONDENT failed to pay the Second Promissory Note by the due date.

13 11. On or about December 23, 2017, the RESPONDENT emailed Complainant
14 Kerby stating that "the Veterans village deal has been delayed until late January. I will
15 certainly pay the added interest at that time also."

16 12. On or about June 25, 2018, Complainant Kerby's attorneys sent a demand
17 letter to the RESPONDENT for repayment of the loan including interest in the amount of
18 \$40,335.00 on the Second Promissory Note.

19 13. On or about July 7, 2018, RESPONDENT responded to the demand letter with
20 a proposed repayment plan for a full repayment of November 2018 on the Second
21 Promissory Note.

22 14. On or about July 15, 2018, Complainant Kerby accepted the RESPONDENT's
23 repayment plan on the Second Promissory Note.

24 15. RESPONDENT failed to fulfill his full obligations under the repayment plan.

25 16. On or about August 2, 2018, the RESPONDENT sent correspondence to Ms.
26 Kerby advising her that he was working on a closing to make the August payment and that
27 the check would be forthcoming.
28

1 17. On or about November 7, 2018, Complainant Kerby received a partial loan
2 payment of \$22,500.00 from the RESPONDENT, leaving a remaining balance of \$25,280.44
3 (including principal and interest).

4 18. On or about July 13, 2019, Ms. Kerby sent correspondence to RESPONDENT
5 demanding a full payment of the balance of \$25,280.44.

6 19. On or about July 30, 2019, the RESPONDENT issued a check from his
7 brokerage operating account in the amount of \$22,375.00 to Ms. Kerby, leaving a balance
8 of \$2,905.44.

9 20. On or about August 15, 2019, the balance of the First Promissory Note was
10 \$38,701.95.

11 21. On or about July 28, 2021, the RESPONDENT paid in full the First
12 Promissory Note to Ms. Kerby.

13 22. On or about July 17, 2019, based on Complaints of Ms. Kerby and Ms. Geidel,
14 the Division opened an investigation against RESPONDENT.

15 23. In that correspondence, the Division asked the RESPONDENT to provide a
16 complete copy of the broker's transaction file for the Veteran's Village project.

17 24. RESPONDENT failed to provide the requested broker's transaction file to the
18 Division.

19 25. On or about September 03, 2019, the Division sent another correspondence to
20 the RESPONDENT informing him that an additional complaint had been filed against him
21 and requested again the complete copy of the broker's transaction file for the Veteran's
22 Village project.

23 26. On or about August 6, 2019, the RESPONDENT responded to the Division's
24 investigation by submitting an Affidavit Form stating, "attached please find a copy of a
25 check overnighted to Liz Kerby for delivery on August 7th, for the final amount due and
26 owing to Lis Kerby. It was a non-real estate investment."

27 27. On or about February 7, 2022, Ms. Kerby notified the Division that she was
28 still owed the balance of \$2,905.44.

1 28. On or about December 18, 2019, the Division properly notified the
2 RESPONDENT it was bringing a disciplinary action against him by filing a complaint
3 before the Commission for hearing.

4 29. In that same correspondence, the Division notified the RESPONDENT that it
5 was alleged that he violated NRS 645.630 (1) (b) (making false promises of a character
6 likely to influence, persuade or induce) and/or NRS 645.633 (1)(i) pursuant to NAC 645.605
7 (1) (engaging in conduct which constitutes deceitful, fraudulent, or dishonest dealings).

8 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

9 30. RESPONDENT violated NRS 645.630 (1) (b) when he made false promises which
10 likely influenced, persuaded or induced the complainants to loan him monies for the construction
11 financing of a Veteran's Village project in Las Vegas.

12 31. RESPONDENT violated NRS 645.633 (1) (i) pursuant to NAC 645.605 (1), when he
13 engaged in a deceitful, fraudulent, or dishonest dealing with the complainants.

14 **PROPOSED SETTLEMENT**

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

18 1. RESPONDENT agrees to pay the Division a total amount of \$3,679.88 "Amount
19 Due"), consisting of a \$2,000.00 fine imposed by the Division and the Division's pre-hearing
20 costs and attorneys' fees in the amount of \$1,679.88.

21 2. The Amount Due shall be payable to the Division as follows: RESPONDENT shall
22 pay \$3,679.99 within 60 days of date of the order approving this Stipulation.

23 3. RESPONDENT and the Division agree that by entering into this Stipulation, the
24 Division does not concede any defense or mitigation RESPONDENT may assert and that
25 once this Stipulation is approved and fully performed, the Division will close its file in this
26 matter.

27 5. RESPONDENT agrees and understands that by entering into this Stipulation,
28 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present

1 evidence in his defense, his right to a written decision on the merits of the complaint, his
2 rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other
3 rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada
4 Real Estate Brokers and Salespersons statutes and accompanying regulations, and the
5 federal and state Constitutions.

6 6. RESPONDENT understands that this Agreement and other documentation
7 may be subject to public records laws. The Commission members who review this matter
8 for approval of this Stipulation may be the same members who ultimately hear, consider,
9 and decide the Complaint if this Stipulation is either not approved by the Commission or
10 is not timely performed by RESPONDENT.

11 7. RESPONDENT fully understands that he has the right to be represented by
12 legal counsel in this matter at his own expense.

13 8. Each party shall bear their own attorney's fees and costs, except as provided
14 above.

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

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

26 9. Release. In consideration of the execution of this Stipulation, RESPONDENT
27 for himself, his heirs, executors, administrators, successors, and assigns, hereby releases,
28 remises, and forever discharges the State of Nevada, the Department of Business and

1 Industry, and the Division, and each of their respective members, agents, employees, and
2 counsel in their individual and representative capacities, from any and all manner of
3 actions, causes of action, suits, debts, judgments, executions, claims, and demands
4 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has,
5 may have, or claim to have against any or all of the persons or entities named in this
6 section, arising out of or by reason of the Division's investigation, this disciplinary action,
7 and all other matters relating thereto.

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

17 11. Default. In the event of default under this Stipulation, RESPONDENT agrees
18 that his license shall be immediately suspended, and the unpaid balance of the
19 administrative fine and costs, together with any attorneys' fees and costs that may have
20 been assessed, shall be due in full to the Division within ten calendar days of the date of
21 default. Debt collection actions for unpaid monetary assessments in this case may be
22 instituted by the Division or its assignee.

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

3 DATED this 22 day of March, 2022.

DATED this 22 day of March, 2022.

5 NEVADA DEPARTMENT OF BUSINESS
6 & INDUSTRY, REAL ESTATE DIVISION

7 By: 

8 JEFF CHAIN

By: 

SHARATH CHANDRA
Administrator

9
10 AARON D. FORD
Attorney General

11
12 By: 

13 VIRGINIA T. TOMOVA (Bar. No. 12504)
14 Deputy Attorney General
15 555 E. Washington Avenue, Suite 3900
16 Las Vegas, NV 89101
17 Attorneys for Real Estate Division
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ORDER

IT IS ORDERED that the foregoing Stipulation and Order for Settlement of
Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.

Dated: March 29, 2022.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: 
President, Nevada Real Estate Commission