- 4. On or about October 28, 2015, the Property was deeded not to Complainant but to Quantified Development Group LLC. NRED 000014 NRED 000016.
- 5. On October 29, 2015, a Deed of Trust with Assignment of Rents, was recorded, securing the remainder of the payment of \$172,000 between Trustor Quantified Development Group LLC, and Trustee identified as Mike Vu, seller of the Property. NRED 000056 NRED 000058.
- 6. Effective November 18, 2015, Complainant and RESPONDENT entered into a Letter of Agreement, agreeing to a partnership structure whereby the Complainant loaned the initial start-up capital of around \$100,000 not intending such loan to be an equity injection. NRED 000017 NRED 000019, and NRED 000040 NRED 000043.
- 7. The Letter of Agreement provided illegal commission sharing to Complainant, a person who is not licensed as a real estate broker, broker-salesperson or salesperson, would enjoy a 5% and/or 10% commission and/or net profits from the brokerage's portion of the commission received from all real estate deals. NRED 000017 NRED 000019.
- 8. Complainant's intent to sell the Property is further evidenced by the Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement (the "ER") Commencing on November 25, 2015, where by the Property was to be listed for sale at \$235,000, and indicated the intent was not to lease: "IF A LEASE: N/A". NRED 000070 000078, and NRED 000071.
- 9. RESPONDENT only provided Complainant with the Schedule K-1 IRS Form 1085 for the year 2018, and never provided Complainant with the K-1s for years 2019 and 2020. NRED 000030 NRED 000035, and NRED 000036 NRED 000039.

SUMMARY OF ALLEGED VIOLATIONS Case No. 2021-422

- 10. RESPONDENT violated NRS 645.280(1) when he, as a licensed salesperson offered and promised parts of his share of commission and compensation arising and/or accruing for any real estate transaction to Complainant who is not a real estate licensee real estate broker.
- 11. RESPONDENT violated NRS 645.630(f) when he failed to account for or remit any money that came into his possession which belonged to Complainant, and failed to provide K-1s for the years 2019 and 2020.

- 12. RESPONDENT violated NRS 645.633(1)(h) for acts constituting gross negligence and/or complete incompetence when he negotiated promises and offerings of commissions arising from real estate deals to Complainant who is not a real estate licensee; failed to provide K-1s to Complainant; failed to remit profits which came into his possession and belonged to Complainant; and failed to make payments on the Property which resulted in the loss of the Property.
- 13. RESPONDENT violated NRS 645.633(1)(i) for conduct which constitutes deceitful, fraudulent and/or dishonest dealings when he induced Complainant to invest \$20,000 for a down payment on the Property with the intention that RESPONDENT would sell the Property and Complainant would share in the profits from the sale; but RESPONDENT did not sell the property. Further, RESPONDENT extracted a \$100,000 from Complainant for Quantified businesses where RESPONDENT represented Complainant would receive monies which Complainant never received.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT Case No. 2021-1115

- 14. At all times relevant, RESPONDENT associated with his brokerage Quantified Investment Group ("Quantified"). NRED 000002.
- 15. On or about November 29, 2021, the Division received a formal Complaint against RESPONDENT alleging fraudulent and misleading advertising on his website (https://www.thequantifiedgroup.com/). NRED 000023 NRED 000028.
- 16. On or about March 21, 2022, the Division received another Complaint against RESPONDENT alleging she is no longer an agent of Quantified Investment Group and yet RESPONDENT continued to display her photo and name after her departure over one year ago. NRED 000030 NRED 000037.
- 17. The Division notified RESPONDENT it was in receipt of information against him, and requested his compliance, but RESPONDENT failed to comply with the Division's numerous requests (Division's letters dated November 17, 2021, March 4, 2022, March 22, 2022, April 28, 2022). NRED 000004 NRED 000021.
- 18. On March 22, 2022, the Division issued a Notice of Violation with Imposition of Administrative Fine to RESPONDENT in the amount of \$1,000 which RESPONDENT failed to pay and still has not paid. NRED 000008 NRED 000014, and NRED 000018.

SUMMARY OF ALLEGED VIOLATIONS Case No. 2021-1115

- 19. RESPONDENT continues to violate NRS 645.315(1)(b) for failing to include any license numbers for the real estate professionals on its website.
- 20. RESPONDENT continues to violate NAC 645.610(1)(a) for advertising services in a false and misleading way.
- 21. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(b) for failing to supply a written response.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT Case No. 2022-49

- 22. At all times relevant, RESPONDENT associated with the following brokerages: Nationwide Realty LLC until June 15, 2015, Aargon Real Estate Group LLC from July 9, 2015 to August 25, 2015, then finally with his brokerage Quantified Investment Group from August 25, 2015 to the present. NRED 000004.
- 23. RESPONDENT represented a Residential Purchase Agreement ("RPA") on the real property 3659 Bufflehead Street, Las Vegas, NV 89122 (the "Bufflehead Property") for \$315,600 fully executed on April 15, 2015, between RESPONDENT as the Buyer and Seller Complainant, with financing terms which, included a balance of \$306,000 by promissory note secured by a deed of trust. NRED 000014 NRED 000037.
- 24. RESPONDENT represented another RPA on the real property at 4998 Philadelphia Avenue, Las Vegas, NV 89104 APN 161-05-710-344 (the "Philadelphia Property") for the purchase price of \$192,000 dated October 24, 2015 and fully executed on October 25, 2015 at 4:10 PM between Buyer Jack Wan and Seller Complainant secured by Deed of Trust for the principal balance of \$172,000. NRED 000039 NRED 000057.
- 25. The RPA on the Philadelphia Property failed to disclose RESPONDENT's interest in a principal in the transaction; RESPONDENT failed to indicate his partnership relationship with Buyer Mr. Wan, managing members of Quantified Investment Group LLC and of Quantified Development Group LLC, to which the Philadelphia Property conveyed; NRED 000039 NRED 000051, NRED 000077 NRED 000080, and NRED 000071 NRED 000072.

- 26. RESPONDENT did not get the State mandatory Duties Owed by a Nevada Real Estate Licensee ("Duties Owed") signed timely on the Properties, and provided unconsented multiple misrepresentation when he failed to obtain permission on the Duties Owed and never provided the mandatory Consent to Act form. NRED 000038 and NRED 000050.
- 27. The Philadelphia Property never transferred to Buyer Mr. Wan; instead, the Philadelphia Property transferred from Complainant directly to RESPONDENT'S company Quantified Development Group LLC. NRED 000071 NRED 000072.
- 28. RESPONDENT recorded claims and lawsuits which were ultimately denied, against the Bufflehead and Philadelphia Properties he represented, to prevent foreclosure upon RESPONDENT'S defaults on the respective Deeds of Trusts. NRED 000061 NRED 000072, NRED 000021 NRED 000039, NRED 000041 NRED 000059, NRED 000075 NRED 000078, and NRED 000079 NRED 000082.
- 29. The Division's numerous requests upon RESPONDENT to supply his statement and documents (letters dated February 1, 2022, and March 18, 2022) were never complied with. NRED 000005 NRED 000016, NRED 000084.

SUMMARY OF ALLEGED VIOLATIONS Case No. 2022-49

- 30. RESPONDENT violated NRS 645.252(2) by failing to exercise reasonable care and skill with respect to all parties, when he, after holding an active real estate license for nearly three years, demonstrated recklessness in presenting contracts and preparing boiler plate forms.
- 31. RESPONDENT violated NRS 645.252(1)(c) by failing to disclose to the parties in the Philadelphia Property transaction that he had an interest in a principal, the Buyer, Quantified Development Group LLC.
- 32. RESPONDENT violated NRS 645.630(1)(d) by representing or attempting to represent a real estate broker other than the one he is associated with as demonstrated in the Philadelphia Property RPA.
- 33. RESPONDENT violated NRS 645.252(2) when he failed to provide the Duties Owed form to his client Complainant before he signed the RPA for the Bufflehead Property.

- 34. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.253 when he failed to provide the Consent to Act to his clients, the Buyer Mr. Wan and the Seller Complainant, and proceeded to provide unconsented multiple representation in the Philadelphia Property transaction.
- 35. RESPONDENT violated NRS 645.633(1)(i) when he committed such acts of dishonesty, when he did not disclose to the Seller Complainant that he had an interest in a principal to the transaction, the Buyer, Quantified Development Group LLC.
- 36. RESPONDENT violated NRS 645.630(1)(a) when he made material misrepresentations about the status of the buyer being an individual when the buyer was an LLC.
- 37. RESPONDENT violated NRS 645.633(1)(l) when, through his direct acts, caused liens (lis pendens) to be recorded against the Properties and filed frivolous lawsuits (Ex Parte Emergency Application for Temporary Restraining Order and Preliminary Injunction) against his client which the Court denied.
- 38. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(a) when he impeded or attempted to impede any investigation of the Division by failing to comply or delay his compliance with numerous requests by the Division to provide documents.
- 39. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(11)(b) when he failed to provide a written response as requested by the Division on numerous occasions.

PROPOSED SETTLEMENT

- 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:
- a. RESPONDENT agrees to pay the Division a total amount of \$28,485.00 ("Amount Due"), consisting of a \$21,500 fine (\$10,000 each for Case No. 2021-422 and 2022-49, and \$1,500 for Case No. 2021-1115) imposed by the Division, the Division's pre-hearing costs and fees in the amount of \$2,910.00 (\$980 for Case No. 2021-422, \$860 for Case No. 2021-1115, \$1,070 for Case No. 2022-49), and the Attorney's pre-hearing costs and fees in the amount of \$4,075.00 (\$1,304 for Case No. 2021-422, \$1,630 for Case No. 2021-1115, \$1,141 for Case No. 2022-49)..
 - b. The Amount Due shall be payable to the Division in monthly payments of \$593.44

1	for a period of 48 months beginning on Mar	ch 1, 2023, and ending on February 1, 2027:
2	March 1, 2023	\$593.44
3	April 1, 2023	\$593.44
4	May 1, 2023	\$593.44
5	June 1, 2023	\$593.44
6	July 1, 2023	\$593.44
7	August 1, 2023	\$593.44
8	September 1, 2023	\$593.44
9	October 1, 2023	\$593.44
10	November 1, 2023	\$593.44
11	December 1, 2023	\$593.44
12	January 1, 2024	\$593.44
13	February 1, 2024	\$593.44
14	March 1, 2024	\$593.44
15	April 1, 2024	\$593.44
16	May 1, 2024	\$593.44
17	June 1, 2024	\$593.44
18	July 1, 2024	\$593.44
19	August 1, 2024	\$593.44
20	September 1, 2024	\$593.44
21	October 1, 2024	\$593.44
22	November 1, 2024	\$593.44
23	December 1, 2024	\$593.44
24	January 1, 2025	\$593.44
25	February 1, 2025	\$593.44
26	March 1, 2025	\$593.44
27	April 1, 2025	\$593.44
28	May 1, 2025	\$593.44

1		
	June 1, 2025	\$593.44
	July 1, 2025	\$593.44
	August 1, 2025	\$593.44
	September 1, 2025	\$593.44
	October 1, 2025	\$593.44
ja .	November 1, 2025	\$593.44
:	December 1, 2025	\$593.44
	January 1, 2026	\$593.44
	February 1, 2026	\$593.44
ł	March 1, 2026	\$593.44
	April 1, 2026	\$593.44
	May 1, 2026	\$593.44
	June 1, 2026	\$593.44
	July 1, 2026	\$593.44
	August 1, 2026	\$593.44
	September 1, 2026	\$593.44
	October 1, 2026	\$593.44
4	November 1, 2026	\$593.44
	December 1, 2026	\$593.44
	January 1, 2027	\$593.44
	February 1, 2027	\$593.32
		July 1, 2025 August 1, 2025 September 1, 2025 October 1, 2025 November 1, 2025 December 1, 2025 January 1, 2026 February 1, 2026 March 1, 2026 April 1, 2026 June 1, 2026 July 1, 2026 August 1, 2026 September 1, 2026 November 1, 2026 December 1, 2026 January 1, 2026

At any time, RESPONDENT may elect to pay the Amount Due in full and/or may make monthly payments towards any monthly payment due, so long as the monthly amount due is satisfied in full on the quarterly due date specified above.

RESPONDENT further agrees to voluntarily surrender all real estate licenses and

permits, and shall not reapply until the Amount Due is paid in full and final satisfaction, with such reapplication subject to appearance before the Real Estate Commission for approval of any licensure prior to obtaining licensure.

- d. RESPONDENT also agrees to ensure its website is compliant with real estate advertising laws within 30 days of the date of the order approving this Stipulation.
- e. RESPONDENT by agreeing to this Stipulation does not admit to the factual allegations or that any violations occurred.
- 2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is approved and fully performed, the Division will close its file in this matter.
- 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 his defense, his right to a written decision on the merits of the complaint, his 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 Real Estate Brokers and Salespersons statutes and accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be represented by legal counsel in this matter at his own expense.
- 4. The parties hereby stipulate to the Division's exhibits, Case No. 2021-422 documents numbered 000002 000107, Case No. 2021-1115 documents numbered 000001 000049, and Case No. 2022-49 documents numbered 000001 –000084.
- 5. Each party shall bear their own attorney's fees and costs, *except* as the Division's Attorney's pre-hearing costs provided above.
 - 6. <u>Approval of Stipulation</u>. Once executed, this Stipulation will be filed with the

Commission and will be placed on the agenda for approval at its next public meeting. The Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by RESPONDENT before any amendment is effective.

- 7. <u>Withdrawal of Stipulation</u>. If the Commission rejects this Stipulation or suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and the Division may pursue its Complaint before the Commission. This Stipulation then shall become null and void and unenforceable in any manner against either party.
- 8. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself, his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of their respective members, agents, employees, and counsel in their individual and representative capacities, from any and all manner of actions, 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 of this action, this disciplinary action, and all matters related thereto.
- 9. <u>Indemnification</u>. RESPONDENT hereby agrees to indemnify and hold harmless the State of Nevada, the Department of Business and Industry, Petitioner, 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. <u>Default</u>. In the event of default, RESPONDENT agrees that his license shall be immediately suspended, and the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case

1	may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspension
2	of his license shall continue until the unpaid monetary assessments are paid in full. RESPONDENT
3	agrees that his license shall also be immediately suspended if he fails to timely attend and complete the
4	above continuing education. RESPONDENT agrees that the suspension of his license shall continue
5	until the continuing education is completed.
6	11. RESPONDENT has signed and dated this Stipulation only after reading and
7	understanding all terms herein.
8	
9	DATED this 17th day of February 2023. DATED this day of February 2023.
10	
11	NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL/ESTATE DIVISION
12	Dan Man
13	By: AJAY GERALD DAYAL By: SHARATH CHANDRA
14	AJAT GERALD DATAL SHARATH CHANDRA Administrator
15	
16	Approved as to form:
17	
18	
19	AARON D. FORD Attorney General
20	epkeegan
21	By: CHRISTAL P. KEEGAN (Bar No. 12725)
22	Deputy Attorney General
23	5420 Kietzke Lane #202 Reno, Nevada 89509
24	(775) 687-2141 Attorneys for Real Estate Division
25	Thiorneys for New Line Division
26	
27	

1 2 3 BEFORE THE REAL ESTATE COMMISSION 4 STATE OF NEVADA 5 SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT Case No. 2021-422; 6 OF BUSINESS & INDUSTRY, Case No. 2021-1115; and Case No. 2022-49. STATE OF NEVADA, 7 8 Petitioner, 9 VS. STIPULATION AND ORDER FOR 10 AJAY GERALD DAYAL, GLOBAL SETTLEMENT OF (S.0172484) **DISCIPLINARY ACTION** 11 Respondent. 12 13 The Stipulation for Settlement of Disciplinary Action having come before the Real Estate 14 Commission, Department of Business and Industry, State of Nevada, during its regular agenda on 15 February 21, 2023, and the Commission being fully apprised of terms and good cause appearing. 16 IT IS ORDERED that the foregoing Stipulation and Order for Settlement of Disciplinary Action, 17 submitted by Petitioner and Respondent, is approved in full. 18 This Order shall become effective on the _______ day of February, 2023 19 Dated: February 21, 2023. 20 NEVADA REAL ESTATE COMMISSION 21 22 President, Nevada Real Estate Commission 23 AARON D. FORD 24 Attorney General 25 epkeegan 26 By: CHRISTAL P. KEEGAN (Bar No. 12725) 27 Deputy Attorney General 5420 Kietzke Lane #202 28 Reno, Nevada 89509 (775) 687-2141

Attorneys for Real Estate Division