

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,

7 Petitioner,

8 vs.

9 GREG DEVILLE,
10 (B.1001887.LLC)

11 Respondent.

Case No. 2022-536

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

FILED

NOV 14 2023

REAL ESTATE COMMISSION

BY Kelly Valadez

12 This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and
13 between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"),
14 through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record,
15 Christal Park Keegan, and Greg DeVille ("RESPONDENT").

16 RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a
17 Broker (B.1001887.LLC). RESPONDENT is, therefore, subject to the jurisdiction of the Division and
18 the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

19 1. RESPONDENT'S company DeVille Realty Group, LLC had a listing for the property
20 located at 2228 Goldhill Way, Las Vegas, Nevada 89106 (the "Property"). *NRED 000379.*

21 2. RESPONDENT admitted to the Division he was able to get the seller of the Property to
22 do *some* repairs and advanced repair funds of \$9,300. *NRED 000379.*

23 3. On December 17, 2021, the Property went into contract, with the RESPONDENT
24 representing the Complainant buyer, and RESPONDENT'S agent representing the seller. *NRED 000382,*
25 *NRED 000383, and NRED 000392–NRED 000393.*

26 4. The RESPONDENT prepared a Request for Repairs No. 1, but it was incomplete,
27 unsigned and no proof it was sent to the Complainant buyer as requested. *NRED 000425.*

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5. The purchase contract indicated the Seller's Real Property Disclosure ("SRPD") would be provided five (5) calendar days from acceptance, instead it was completed months later and only signed by the Seller. *NRED 000387, and NRED 000408.*

6. The Complainant buyer relied upon public advertised remarks indicating “seller credit towards bdrm carpet” which the RESPONDENT later said the seller would not be giving a carpet credit after all. *NRED 000396 and NRED 000373.*

7. On or about April 4, 2022, the parties agreed to extend the close of escrow (“COE”) to on or before April 8, 2022 (Addendum No. 1) but closing occurred after that without any addendum to that effect. *NRED 000394, NRED 000396, NRED 000398, and NRED 000400.*

8. The RESPONDENT represented to the Division that the Complainant buyer signed the walk-thru releasing the Property which turned out to be untrue. *NRED 000379, NRED 000417, NRED 000424, and NRED 000426.*

9. On or about April 13, 2022, the parties agreed the RESPONDENT would credit \$2,800 to buyer's closing costs from "agent commis[s]ion." (Addendum No. 2). *NRED 000395*.

10. Instead, the final settlement statement indicated “-\$2,800 Credit from Selling Agent to DeVille Realty Group.” *NRED 000402*.

11. Outside of the commissions paid, the settlement statement demonstrated a payoff to the RESPONDENT himself in the amount of \$19,850.00 "Payoff*****to Greg Deville".
NRED 000402, and NRED 000374.

12. On or about July 11, 2022, the Division received a Complaint from the buyer.
NRED 000043-NRED 000044.

13. On or about February 10, 2023, the Division issued the RESPONDENT with a Notice of Violation with Imposition of Administrative fine in the amount of \$1,000. NRED 000011–NRED 000017.

SUMMARY OF ALLEGED VIOLATIONS

1. RESPONDENT violated NAC 645.610(1)(a) pursuant to NRS 645.315(2) when as the broker responsible perpetuated false and/or misleading advertised statements that the seller would provide a carpet credit but instead replaced it themselves.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) for breaching his obligations of absolute fidelity and/or fair dealing to his principal buyer when he failed to effectively represent his client's contractual interests.

3. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(8) for failing to obtain all changes to the contractual terms, including but not limited to, the COE date and/or buyer's credit in writing, signed, and/or initialed by the parties concerned.

4. RESPONDENT violated NRS 645.252(2) for failing to exercise reasonable skill and care when he didn't have the Complainant buyer sign off on the Property Walk-through Verification and/or the SRPD.

5. RESPONDENT violated NRS 645.252(1)(a) for failing to disclose to his client buyer material and relevant facts, data or information relating to the Property that the RESPONDENT gained while he assisted the seller in the payment of and/or any repair, correction or maintenance on the Property.

6. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(10) for failing to convey to the Complainant buyer knowledge of materials facts acquired while he assisted the seller in the payment of and/or any repair, correction or maintenance on the Property.

PROPOSED SETTLEMENT

In an effort to avoid the time and expense of litigating these issues before the Commission, the RESPONDENT does not contest the violations alleged, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of \$4,665.60 ("Amount Due"), consisting of a \$1,000 administrative fine imposed by the Division, the Division's pre-hearing costs and fees in the amount of \$1,310.00, and the Attorney's pre-hearing costs and fees in the amount of \$2,355.60.

a. The Amount Due shall be payable to the Division as follows:

RESPONDENT shall pay \$200 a month, with monthly payments to start sixty (60) days after approval of this Stipulation by the Commission, as follows:

1st Year: 12 payments at \$200/month

2nd Year: 11 payments at \$200/month

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1 With \$65.60 to be paid on the 12th and final payment in the 2nd year for a total payment of
2 \$4,665.60, as being the total Amount Due hereunder. At any time, RESPONDENT may elect to make
3 pre-payments on the Amount Due with no penalties so long as the monthly amount due in the annual
4 period is satisfied in full as specified above.

5 2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
6 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
7 approved and fully performed, the Division will close its file in this matter. The Division agrees not to
8 pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct
9 referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment,
10 the Division will not bring any claim or cause directly or indirectly based upon any of the facts,
11 circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

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

23 4. Each party shall bear their own attorney's fees and costs, *except* as the Division's
24 Attorney's pre-hearing costs provided above.

25 5. Approval of Stipulation. Once executed, this Stipulation will be filed with the
26 Commission and will be placed on the agenda for approval at its next public meeting. The Division will
27 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission

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1 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by
2 RESPONDENT before any amendment is effective.

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

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

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

23 9. Default. In the event of default, RESPONDENT agrees that all his licenses shall be
24 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any
25 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten (10)
26 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case
27 may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspension
28 of his license shall continue until the unpaid monetary assessments are paid in full.

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

3 DATED this 6 day of October 2023.

DATED this 10 day of October 2023.

NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE DIVISION

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5
6 By: 

GREG DEVILLE
Respondent

By: 

SHARATH CHANDRA
Administrator

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8
9
10 Approved as to form:

11 AARON D. FORD
Attorney General

12
13 By: 

CHRISTAL F. KEEGAN
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Attorney for Real Estate Division

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2 **STATE OF NEVADA**

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**ORDER FOR SETTLEMENT
OF DISCIPLINARY ACTION**

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11 The Stipulation for Settlement of Disciplinary Action having come before the Real Estate
12 Commission, Department of Business and Industry, State of Nevada, during its regular agenda on
13 November 7-9, 2023, and the Commission being fully apprised of terms and good cause appearing.

14 **IT IS ORDERED** that the foregoing Stipulation and Order for Settlement of Disciplinary Action,
15 submitted by Petitioner and Respondent, is approved in full and shall become effective immediately.

16 Dated: November 13, 2023.

17 NEVADA REAL ESTATE COMMISSION

18
19 By: 

President, Nevada Real Estate Commission

20 AARON D. FORD
21 Attorney General

22 By:


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24 Deputy Attorney General
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