

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Petitioner,

vs.

VICTORIA KILGORE,
(B.0143909.LLC, BUSB.0007109.BKR,
PM.0165468.BKR)

Respondent.

Case No. 2021-1208

FILED

AUG 29 2023

REAL ESTATE COMMISSION

BY Kelly Valadez

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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, Phil W. Su, Esq., and Victoria Kilgore, ("RESPONDENT") by and through her attorney of record, Steve Dixon, Esq.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a Broker under license number B.0143909.LLC, Business Broker under license number BUSB.0007109.BKR, and holds a Property Management Permit under Credential Number PM.0165468.BKR. She 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 ACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. RESPONDENT Victoria Kilgore ("RESPONDENT" or "Kilgore") has been broker of record for Platinum Portfolio Realty since on or about April 2019, under Broker license number B.0143909.LLC, Business Broker license number BUSB.0007109.BKR, and, at all times relevant, has held a Property Management Permit under Credential Number PM.0165468.BKR. **NRED 0005-0007.**

1 2. Both prior to and concurrently with that period, she had been associated with Berkshire
2 Hathaway Home Services (“BHHS”) and was a team associate of the Platinum Elite Group (the
3 “Platinum Elite Group”), owned by Donald Lainer,¹ from 2017 through March 2019. **NRED 0012.**

4 3. At all times relevant, Donald Lainer served as COMPLAINANT’s real estate agent and,
5 in that capacity helped to market certain of COMPLAINANT’s properties, including the attempted sale
6 of 582 Blue Lagoon Dr, Las Vegas 89110 (the “Blue Lagoon Property”) in April 2020. **NRED 0012-**
7 **0018; 0374-0403.**

8 4. The Blue Lagoon property remained unsold as of January 2022. **NRED 0012-0018.**

9 5. On or about December 13, 2021, the COMPLAINANT sent her statement of fact to the
10 Division, asserting that both RESPONDENT and Lainer had engaged in potential property
11 mismanagement and or unlicensed activity concerning two of her properties, the Blue Lagoon property
12 and 1805 Amboy Dr., Las Vegas, NV 89108. (the “Amboy Property”). **NRED 0016-0057.**

13 6. On or about December 21, 2021, the Division sent a letter opening investigation to
14 RESPONDENT. **NRED 0003.**

15 7. On or about January 4, 2022, RESPONDENT sent the Division her response through her
16 attorney, Stephen M. Dixon. **NRED 0186-0326.**

17 8. RESPONDENT also submitted a copy of what she represented was her broker file. **NRED**
18 **0474-1386.**

19 9. On or about December 21, 2021, the Division sent a letter regarding the investigation to
20 Lainer’s broker, Forrest Barbee. **NRED 0340.**

21 10. Broker Barbee provided an affidavit and supporting documents in response, indicating his
22 suspicions that Lainer had conspired with RESPONDENT and Platinum Portfolio Realty to manage
23 properties under an arrangement meant to subvert Barbee’s directives to Lainer regarding properties then
24 under Lainer’s management. **NRED 0341-0342; 0343-0403.**

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¹ Donald Lainer is named Respondent in a separate Division complaint, Case No. 2021-1209, that is being concurrently prosecuted.

1 11. In August 2018, Lainer formed Leasing Office LLC with the Nevada Secretary of State
2 and listed Entity Solutions LLC (registered in Wyoming) as Leasing Office LLC's sole manager. **NRED**
3 **0405-0408; 0415-0416.**

4 12. According to the Wyoming Secretary of State, Lainer is the sole manager and member of
5 Entity Solutions LLC. **NRED 0409-0413.**

6 13. Lainer holds a property management permit, but per his BHHS broker, Forrest Barbee,
7 Lainer is not permitted to operate using trust accounts opened by Lainer himself, while he continues to
8 be associated with BHHS. **NRED 0341-0344.**

9 14. Due to those restrictions, Lainer claimed to his broker, Barbee, that he would cease
10 operating as a property manager with BHHS and release his clients to seek other management
11 arrangements. *Id.*

12 15. Upon information and belief, Leasing Office LLC was intended to be the Property
13 Management operations for Lainer's properties under management, but when Lainer learned he would
14 not be able to operate within BHHS as planned, he recruited RESPONDENT to serve as broker of record
15 and designated Property Manager for Leasing Office LLC.

16 16. On or about February 2019, Lainer caused an Amended List of Officers to be filed with
17 the Nevada Secretary of State, adding RESPONDENT as a Manager of Leasing Office LLC. **NRED**
18 **0417.**

19 17. On or about April 2019, a second Amended List of Officers was filed with the Nevada
20 Secretary of State, removing Entity Solutions LLC as a manager and leaving RESPONDENT as sole
21 Manager of Leasing Office LLC. **NRED 0418.**

22 18. RESPONDENT then left employment with BHHS in March of 2019 and registered a new
23 Brokerage Office with the Division named "Leasing Office LLC" on April 1, 2019. **NRED 0005; 0012.**

24 19. RESPONDENT later submitted a name change to the Division, renaming the Brokerage
25 "Platinum Portfolio Realty" dba Leasing Office LLC ("Respondent's Brokerage"). **NRED 0005.**

26 20. RESPONDENT was retained as property manager for the COMPLAINANT's Blue
27 Lagoon property effective on or about February 24, 2020. **NRED 0029; 0193.**

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1 21. RESPONDENT was retained as property manager for the COMPLAINANT's Amboy
2 property effective on or about May 1, 2021. **NRED 0223.**

3 22. At all times relevant, RESPONDENT has been the only licensee that has ever been
4 associated with Respondent's Brokerage. **NRED 0007.**

5 23. COMPLAINANT alleges, in her statement of fact, that Respondent Kilgore had been
6 residing in Florida since at least November 2016. **NRED 0016-0028.**

7 24. COMPLAINANT's residential address of record with the Division was, as of December
8 16, 2021, 10402 SW 224th Terrace, Luther Bay, FL 33190. **NRED 0006.**

9 25. When asked to provide proof that she has not been absent from her brokerage for more
10 than 30 days, RESPONDENT was only able to provide receipts for four separate flights over the three-
11 year period since RESPONDENT'S Brokerage has been active. **NRED 0328-0338.**

12 26. According to those receipts, RESPONDENT has only been in the state of Nevada for
13 approximately fifty-nine (59) days since April 1, 2019, with the longest duration of time in the state being
14 seventeen (17) days. *Id.*

15 27. RESPONDENT's Brokerage has no other associated licensees and, therefore, could not
16 designate an Office Manager in accordance with NAC 645.178. **NRED 0007.**

17 28. Notwithstanding his lack of association with Respondent's Brokerage, Lainer has played
18 an active role in the management of properties, in cooperation with RESPONDENT, including Blue
19 Lagoon Dr. and Amboy Dr. **NRED 0016-0057; 0341-0342.**

20 29. On multiple occasions, Donald Lainer has used both his name and the name of his BHHS
21 entity, Platinum Elite Group and/or Platinum Elite LLC, on invoices and receipts for properties under
22 management of Respondent's Brokerage. **NRED 0430-0473.**

23 30. Lainer's signature has appeared on at least one property management document for
24 Respondent's Brokerage, despite his purported lack of association with Respondent's Brokerage. **NRED**
25 **0450.**

26 31. Lainer has made an appearance at the Clark County Regional Justice Court in an Eviction
27 Hearing on behalf of and as the agent of the COMPLAINANT and the Blue Lagoon Property and/or the
28 Amboy Property, despite his purported lack of association with Respondent's Brokerage. **NRED 0432.**

1 32. At all relevant times, Lainer’s licenses, as issued by the Division, have been associated
2 with BHHS, only. **NRED 0341-0342.**

3 33. Per Broker Barbee, Lainer did not have permission to perform Property Management
4 activities for BHHS, or for any other Broker. *Id.*

5 34. RESPONDENT and Lainer managed the Blue Lagoon and Amboy Properties using a
6 bank account opened in the COMPLAINANT’S name, to which they were added as authorized signers.
7 **NRED 0367-0373.**

8 35. COMPLAINANT created the bank account by which to manage her properties at the
9 request of Lainer. **NRED 0341-0342; 0052-0054.**

10 36. Both RESPONDENT and Lainer were issued, and activated, debit cards ending in -7820
11 and -7812, respectively, for the COMPLAINANT’S bank account. **NRED 0176-0179.**

12 37. Monthly bank statements show that both RESPONDENT and Lainer have used the debit
13 cards for purchases. **NRED 0058-0175; 0529; 0554; 0779; 0821; 0841; 0890-0891.**

14 38. Upon information and belief, RESPONDENT has attempted to conceal Lainer’s
15 involvement by submitting altered documents and or omitting documents from the Broker’s file in her
16 response to the Division. **NRED 0430-0473; 0496; 0499; 0500; 0502; 0504; 0539; 0785; 0786; 0824;
17 0845; 0851; 0896; 0900.**

18 39. Several of the documents provided by RESPONDENT did not match the documents
19 obtained from those obtained from COMPLAINANT’S owner portal. *Id.*

20 40. Moreover, multiple documents that contained references to Lainer or “Platinum Elite”
21 appear to have been altered prior to being submitted by RESPONDENT in her broker file. *Id.*

22 41. Several documents contained in COMPLAINANT’S owners portal documents that
23 contained reference to Lainer or “Platinum Elite” were simply omitted from RESPONDENT’S broker
24 file. *See, generally, NRED 0430-0473; 0475-0902.*

25 42. On or about September 1, 2022, the Division sent RESPONDENT an NRS 233B letter
26 notifying her that it would be bringing a complaint as a result of its investigation. **NRED 0013.**

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SUMMARY OF ALLEGED VIOLATIONS OF LAW

43. RESPONDENT violated NRS 645.633(h) by committing gross negligence or incompetence pursuant to NAC 645.665 when RESPONDENT was absent from her business for 30 days or more, where she was the only broker in her office and did not inactivate her license or otherwise notify the Division in advance of her prolonged absence.

44. RESPONDENT violated NRS 645.633(1)(i) for conduct which constitutes deceitful, fraudulent or dishonest dealing pursuant to NAC 645.605(11)(d) and (e) by impeding or attempting to impede any investigation of the Division by providing false, forged or altered documents; and attempting to conceal any documents or facts relating to a real estate transaction.

45. RESPONDENT violated NRS 645.633(1)(i) for conduct which constitutes deceitful, fraudulent or dishonest dealing pursuant to NAC 645.605(1) by engaging in conduct which constitutes deceitful, fraudulent or dishonest dealing by attempting to conceal Lainer's direct involvement with RESPONDENT'S BROKERAGE, Platinum Portfolio Realty.

PROPOSED SETTLEMENT

By entering into this settlement agreement, the RESPONDENT does not admit, but also does not contest, the above violations. Accordingly, in an effort to avoid the time and expense of litigating these issues before the Commission, as well as any possible further legal appeals from any such decision, 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 \$13,301.00 ("Amount Due"), consisting of an \$8,500.00 administrative fine imposed by the Division, the Division's pre-hearing costs and fees in the amount of \$807.50, and pre-hearing attorney's fees in the amount of \$3,993.50. The Amount Due shall be paid to the Division in installment payments, as follows:
 - a. An initial payment of \$2,301.00, payable within 30 days from the date of the Order approving this settlement, followed by eleven (11) monthly payments of \$1,000.00. At any time, RESPONDENT may elect to make pre-payments on the Amount Due with no

1 penalties, so long as the monthly amounts due are timely satisfied in full as specified
2 above. Otherwise, no grace period will be permitted.

3 2. RESPONDENT agrees to take twelve (12) hours of continuing education in the area of
4 ethics, to be completed within twelve (12) months from the date of the Commission's Order Approving
5 Stipulation. The hours must be live education and will not count toward RESPONDENT'S continuing
6 education requirements for license renewal.

7 3. RESPONDENT agrees to voluntarily surrender her property management permit
8 (PM.0165468.BKR) to the Division within five (5) business days from the date of the order approving
9 this settlement. RESPONDENT further agrees that she will not re-apply for a property management
10 permit with the Division for a period of ten (10) years from the date of the order approving this settlement.

11 4. RESPONDENT agrees that her Nevada broker license (B.0143909.LLC) shall be
12 downgraded to a "broker-salesperson license with no manager designation" for a period of ten (10) years
13 from the date of the order approving this settlement. Notwithstanding the foregoing, the parties
14 understand and agree that RESPONDENT has entered into certain real estate transactions prior to her
15 license surrender and agree and understand that RESPONDENT is permitted to receive monies from the
16 commissions due under those preexisting, pending transactions.

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

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

25 7. RESPONDENT agrees and understands that by entering into this Stipulation
26 RESPONDENT is waiving her right to a hearing at which RESPONDENT may present evidence in her
27 defense, her right to a written decision on the merits of the complaint, her rights to reconsideration and/or
28 rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada

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

8 8. RESPONDENT shall bear her own attorney's fees and costs.

9 9. Approval of Stipulation. Once executed, this Stipulation will be filed with the
10 Commission and will be placed on the agenda for approval at its next public meeting. The Division will
11 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission
12 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by
13 RESPONDENT before any amendment may be considered effective.

14 10. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
15 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
16 the Division may pursue its Complaint before the Commission.

17 11. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning
18 this Stipulation may be discussed or introduced into evidence at any hearing on the Complaint, if the
19 Division must ultimately present its case based on the Complaint filed in this matter.

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

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

8 14. Default. In the event of default, RESPONDENT agrees that all of her active licenses and
9 permits issued by the Division shall be immediately suspended, and the unpaid balance of the
10 administrative fine and costs, together with any attorney's fees and costs that may have been assessed,
11 shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions
12 for unpaid monetary assessments in this case may be instituted by the Division or its assignee.
13 RESPONDENT agrees that the foregoing suspensions shall continue until the unpaid monetary
14 assessments are paid in full.

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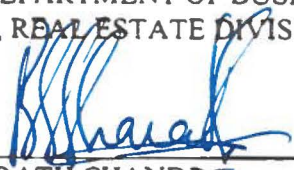
15. RESPONDENT confirms that she has signed and dated this Stipulation only after reading and fully understanding all terms herein.

DATED this 21 day of August 2023.

DATED this 21 day of August 2023.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION


By: 
VICTORIA KILGORE
Respondent

By: 
SHARATH CHANDRA
Administrator

Approved as to form:

LAW OFFICE OF STEPHEN M. DIXON, LTD.

AARON D. FORD
Attorney General

By: 
STEVE DIXON (Bar No. 10025)
10181 W Park Run, #110
Las Vegas, NV 89145
(702) 329-4911
Attorneys for Respondent

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 15300)
Senior Deputy Attorney General
555 E. Washington Ave. #3900
Las Vegas, Nevada 89101
(702) 486-3420
Attorneys for Real Estate Division

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ORDER APPROVING STIPULATION

Case No. 2021-1208

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on August 22-24, 2023, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation for Settlement of Disciplinary Action is approved in full.

Dated: this 29 day of August 2023.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: David Tera
Vice President, Nevada Real Estate Commission