

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

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

Petitioner,

vs.

DONALD R. LAINER,  
(S.0052842, PM.0165684)

Respondent.

Case No. 2021-1209

**FILED**

AUG 29 2023

REAL ESTATE COMMISSION

BY Kelley Valaden

**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 DONALD R. LAINER, (“RESPONDENT”) by and through his attorneys of record, Kurt Bonds, Esq. and Troy Dickerson, Esq.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a Salesperson under license number S.0052842 and held a Property Management Permit under Credential Number PM.0165684, and 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 COMPLAINT**

1. RESPONDENT Donald R. Lainer (“RESPONDENT” or “Lainer”) has been associated with Berkshire Hathaway Home Services (“BHHS”) since April of 2014 and has been the “owner” and team leader of the Don Lainer Platinum Elite Group (the “Platinum Elite Group”), at all times relevant.

**NRED 0008-0012.**

2. Victoria Kilgore<sup>1</sup> had previously been associated with BHHS and was a team associate of the Platinum Elite Group from 2017 through March 2019. **NRED 0012.**

<sup>1</sup> Victoria Kilgore is named Respondent in a separate Division complaint, Case No. 2021-1208, that is being concurrently prosecuted.

1           3.       At all times relevant, RESPONDENT served as COMPLAINANT's real estate agent and,  
2 in that capacity helped to market certain of COMPLAINANT's properties, including the attempted sale  
3 of 582 Blue Lagoon Dr, Las Vegas 89110 (the "Blue Lagoon Property") in April 2020. **NRED 0012-**  
4 **0018; 0374-0403.**

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

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

10          6.       On or about December 21, 2021, the Division sent a letter opening investigation to  
11 RESPONDENT. **NRED 0004.**

12          7.       On or about January 4, 2022, RESPONDENT sent the Division his response through his  
13 attorney, Kurt Bonds. **NRED 0181-0184.**

14          8.       On or about December 21, 2021, the Division also sent a letter regarding the investigation  
15 to RESPONDENT's broker, Forrest Barbee. **NRED 0340.**

16          9.       Broker Barbee provided an affidavit and supporting documents in response, indicating his  
17 suspicions that RESPONDENT had conspired with Kilgore and Platinum Portfolio Realty to manage  
18 properties under an arrangement meant to subvert Barbee's directives to RESPONDENT regarding  
19 properties then under RESPONDENT's management. **NRED 0341-0342; 0343-0403.**

20          10.       In August 2018, RESPONDENT formed Leasing Office LLC with the Nevada Secretary  
21 of State and listed Entity Solutions LLC (registered in Wyoming) as Leasing Office LLC's sole manager.  
22 **NRED 0405-0408; 0415-0416.**

23          11.       According to the Wyoming Secretary of State, RESPONDENT Lainer is the sole manager  
24 and member of Entity Solutions LLC. **NRED 0409-0413.**

25          12.       At all times relevant, RESPONDENT held a property management permit but per his  
26 BHHS broker, Forrest Barbee, is not permitted to operate using RESPONDENT'S own trust accounts  
27 while associated with BHHS. **NRED 0341-0344.**

28

1           13.     Due to those restrictions, RESPONDENT claimed to his broker, Barbee, that he would  
2 cease operating as a property manager with BHHS and release his clients to seek other management  
3 arrangements. *Id.*

4           14.     Upon information and belief, Leasing Office LLC was intended to be the Property  
5 Management operations for properties under management of RESPONDENT, but when he learned he  
6 would not be able to operate within BHHS as planned, he recruited Victoria Kilgore to serve as broker  
7 of record and designated Property Manager for Leasing Office LLC.

8           15.     On or about February 2019, RESPONDENT caused an Amended List of Officers to be  
9 filed with the Nevada Secretary of State, adding Victoria Kilgore as a Manager of Leasing Office LLC.  
10 **NRED 0417.**

11           16.     On or about April 2019, a second Amended List of Officers was filed with the Nevada  
12 Secretary of State, removing Entity Solutions LLC as a manager and leaving Kilgore as sole Manager of  
13 Leasing Office LLC. **NRED 0418.**

14           17.     Victoria Kilgore then left employment with BHHS in March of 2019 and registered a new  
15 Brokerage Office with the Division named “Leasing Office LLC” on April 1, 2019. **NRED 0005; 0012.**

16           18.     Kilgore later submitted a name change to the Division, renaming the Brokerage “Platinum  
17 Portfolio Realty” dba Leasing Office LLC (“the Brokerage”). **NRED 0005.**

18           19.     Kilgore was retained as property manager for the COMPLAINANT’s Blue Lagoon  
19 property effective on or about February 24, 2020. **NRED 0029; 0193.**

20           20.     Kilgore was retained as property manager for the COMPLAINANT’s Amboy property  
21 effective on or about May 1, 2021. **NRED 0223.**

22           21.     At all times relevant, Kilgore has been the only licensee that has ever been associated with  
23 the Brokerage. **NRED 0007.**

24           22.     Notwithstanding his lack of association with the Brokerage, RESPONDENT has played  
25 an active role in the management of properties, in cooperation with Kilgore, including Blue Lagoon Dr.  
26 and Amboy Dr. **NRED 0016-0057; 0341-0342.**

27           23.     On multiple occasions, RESPONDENT’S name, Donald Lainer, and the name of his  
28 BHHS entity (Platinum Elite Group and/or Platinum Elite LLC) have appeared on invoices and receipts

1 for properties under management of the Brokerage. **NRED 0430-0473.**

2 24. RESPONDENT'S signature has appeared on at least one property management document  
3 for the Brokerage, despite his purported lack of association with the Brokerage. **NRED 0450.**

4 25. RESPONDENT has made an appearance at the Clark County Regional Justice Court in  
5 an Eviction Hearing on behalf of and as the agent of the COMPLAINANT and the Blue Lagoon Property  
6 and/or the Amboy Property. **NRED 0432.**

7 26. At all relevant times, RESPONDENT'S licenses, as issued by the Division, have been  
8 associated with BHHS, only. **NRED 0341-0342**

9 27. Per Broker Barbee, RESPONDENT did not have permission to perform Property  
10 Management activities for BHHS, or for any other Broker. *Id.*

11 28. RESPONDENT and Kilgore managed the Blue Lagoon and Amboy Properties using a  
12 bank account opened in the COMPLAINANT'S name, to which they were added as authorized signers.  
13 **NRED 0367-0373.**

14 29. The COMPLAINANT created the bank account by which to manage her properties at the  
15 request of RESPONDENT. **NRED 0341-0342; 0052-0054.**

16 30. Both RESPONDENT and Kilgore were issued, and activated, debit cards ending in -7812  
17 and -7820, respectively, for the COMPLAINANT'S bank account. **NRED 0176-0179.**

18 31. Monthly bank statements show that both Kilgore and RESPONDENT have used the debit  
19 cards for purchases. **NRED 0058-0175; 0529; 0554; 0779; 0821; 0841; 0890-0891.**

20 32. Upon information and belief, Kilgore has attempted to conceal RESPONDENT'S  
21 involvement by submitting altered documents and or omitting documents from the Broker's file in her  
22 response. **NRED 0430-0473; 0496; 0499; 0500; 0502; 0504; 0539; 0785; 0786; 0824; 0845; 0851;**  
23 **0896; 0900.**

24 33. Several of the documents provided by Respondent Kilgore did not match the documents  
25 obtained from those obtained from COMPLAINANT'S owner portal. *Id.*

26 34. Moreover, multiple documents that contained references to RESPONDENT or "Platinum  
27 Elite" appear to have been altered prior to being submitted by Kilgore in her broker file. *Id.*

28 35. Several documents contained in COMPLAINANT'S owners portal documents that

1 contained reference to RESPONDENT or “Platinum Elite” were simply omitted from Respondent  
2 Kilgore’s file. *See, generally*, **NRED 0430-0473; 0475-0902.**

3 36. RESPONDENT and/or Kilgore utilized the services of Acquisition Solutions LLC and/or  
4 Handyman Solutions LLC on multiple occasions to perform maintenance and/or repairs on the Blue  
5 Lagoon and Amboy properties. **NRED 0477-0479; 0653; 0745-0746; 0729; 0745-0746; 0766-0767;**  
6 **0788-0789; 0807-0808; 0825-0826; 0875-0876.**

7 37. Nevada Secretary of State records show that Entity Solutions LLC, and, by extension,  
8 RESPONDENT, is the sole manager for both Acquisition Solutions LLC and/or Handyman Solutions  
9 LLC. Yet, there has been no documentation that RESPONDENT disclosed his interest in either of these  
10 entities to the COMPLAINANT. **NRED 0419-0424.**

11 38. On or about September 1, 2022, the Division sent RESPONDENT an NRS 233B letter  
12 notifying him that it would be bringing a complaint as a result of its investigation. **NRED 0014.**

#### 13 **SUMMARY OF ALLEGED VIOLATIONS OF LAW**

14 39. RESPONDENT violated NRS 645.630(1)(d) when RESPONDENT represented or  
15 attempting to represent a real estate broker other than the broker with whom he is associated, without the  
16 express knowledge and consent of the broker with whom he is associated.

17 40. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(11)(c) by  
18 engaging in conduct that has impeded or attempted to impede any investigation of the Division by  
19 supplying false statements in his affidavit, including, but not limited to, affirming that he “has never used  
20 the account for any purpose whatsoever” and that he has “never written a check, transferred funds or  
21 directed any type of activity on the account.”

22 41. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) by engaging in  
23 conduct which constitutes deceitful, fraudulent or dishonest dealing by attempting to conceal his direct  
24 involvement with Platinum Portfolio Realty’s management of the Blue Lagoon and Amboy properties.

25 42. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(4)(a) and (4)(b)  
26 by failing to disclose, in writing, his interest or contemplated interest in any property with which the  
27 licensee was dealing, which includes, but is not limited to, the licensee’s affiliation with or financial  
28 interest in any person or company that furnishes services related to the properties.

1 **PROPOSED SETTLEMENT**

2 By entering into this settlement agreement, the RESPONDENT does not admit, but also does not  
3 contest, the above violations. Accordingly, in an effort to avoid the time and expense of litigating these  
4 issues before the Commission, as well as any possible further legal appeals from any such decision, and  
5 the parties desire to compromise and settle the instant controversy upon the following terms and  
6 conditions:

7 1. RESPONDENT agrees to pay the Division a total amount of \$14,638.00 (“Amount  
8 Due”), consisting of a \$10,000.00 administrative fine imposed by the Division, the Division’s pre-hearing  
9 costs and fees in the amount of \$807.50, and pre-hearing attorney’s fees in the amount of \$3,830.50.

10 a. The Amount Due shall be payable to the Division in full within sixty (60) days of  
11 the date of the order approving this settlement.

12 b. No grace period is permitted. If the payment is not actually received by the  
13 Division on or before its due date, it shall be construed as an event of default by  
14 Respondent.

15 2. RESPONDENT agrees to take twelve (12) hours of continuing education, consisting of  
16 six (6) hours in ethics and six (6) hours in agency/agency relationships. This education shall be completed  
17 within twelve (12) months from the date of the Commission’s Order Approving Stipulation. The hours  
18 must be live education and will not count toward RESPONDENT’S continuing education requirements  
19 for license renewal.

20 3. RESPONDENT agrees that he will be ineligible to apply for a broker-salesperson, broker  
21 license, or to reapply for a property management permit for a period of five (5) years from the date of the  
22 order approving this settlement.

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

26 5. The Division agrees not to pursue any other or greater remedies or fines in connection  
27 with RESPONDENT’S alleged conduct referenced herein. The Division further agrees that unless  
28 RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or

1 indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's  
2 investigation and prosecution of this case.

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

14         7.       RESPONDENT shall bear his own attorney's fees and costs.

15         8.       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 Division will  
17 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission  
18 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by  
19 RESPONDENT before any amendment may be considered effective.

20         9.       Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests  
21 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and  
22 the Division may pursue its Complaint before the Commission.

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

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

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

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

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

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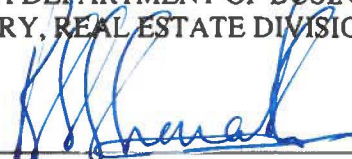
1 14. RESPONDENT confirms that he has signed and dated this Stipulation only after reading  
2 and fully understanding all terms herein.

3 DATED this 23 day of August 2023.

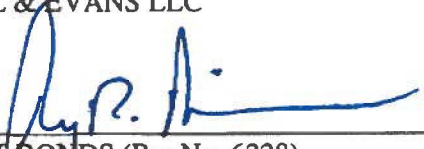
DATED this 29 day of August 2023.

NEVADA DEPARTMENT OF BUSINESS AND  
INDUSTRY, REAL ESTATE DIVISION

4  
5  
6  
7 By:   
8 DONALD R. LAINER  
Respondent

By:   
SHARATH CHANDRA  
Administrator

9 Approved as to form:

10 HALL & EVANS LLC  
11  
12 By:   
13 KURT BONDS (Bar No. 6228)  
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1 **ORDER APPROVING STIPULATION**

2 **Case No. 2021-1209**

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

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

9 Dated: this 29 day of August, 2023.

10 REAL ESTATE COMMISSION  
11 STATE OF NEVADA

12 By:   
13 Vice President, Nevada Real Estate Commission