

1 **BEFORE THE REAL ESTATE COMMISSION**

2 **STATE OF NEVADA**

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

Case No. 2021-1192

6 Petitioner,

7 vs.

8 NATHAN VIDRINE,
(B.1000599.INDV, B.1000624.LLC,
9 PM.0164569.BKR, PM.0165702.BKR)

10 Respondent.

FILED

AUG 28 2023

REAL ESTATE COMMISSION

BY Kelley Valadez

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

13 This Stipulation for Settlement of Disciplinary Action (“Stipulation”) is entered into by and
14 between the State of Nevada, Department of Business and Industry, Real Estate Division (“Division”),
15 through its Administrator Sharath Chandra (“Petitioner”), by and through their attorney of record,
16 Christal Park Keegan, and Nathan Vidrine (“RESPONDENT”), by and through his counsel,
17 C. Edward Whitney.

18 RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a
19 Broker under license numbers B.1000599.INDV and B.1000624.LLC, as a Property Manager under
20 license numbers PM.0164569.BKR, and PM.0165702.BKR. RESPONDENT is, therefore, subject to the
21 jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC
22 chapter 645.

23 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

24 1. At all times relevant to this Complaint, RESPONDENT was associated with Turn Key
25 Property Solutions (“Turn Key”). NRED 000002 – NRED 000003.

26 2. Turn Key’s unlicensed assistant “Lourdes R.” signed the Security Deposit Agreement.
27 NRED 000083.

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1 3. On February 12, 2021, RESPONDENT represented a one-year Residential Lease
2 Agreement for the Property between Complainant/Tenant and the owner. *NRED 000031 – 000045.*

3 4. On July 15, 2021, during the lease term, Turn Key issued Complainant a 45-Day Notice
4 of Increased Rent (“Notice of Increased Rent”) which included an option to vacate the property.
5 *NRED 000046.*

6 5. On July 29, 2021, in response to the Notice of Increased Rent, Complainant asked
7 RESPONDENT if the Owner would go for a lower rental increase amount. *NRED 000029 – 000030.*

8 6. On July 30, 2021, not RESPONDENT, but his unlicensed assistant “Lourdes” responded
9 to Complainant’s email. *NRED 000029 – 000030.*

10 7. On July 31, 2021, Complainant emailed Turn Key his 30-day notice to vacate ending on
11 August 31, 2021. *NRED 000029 – 000030.*

12 8. On August 2, 2021, not RESPONDENT, but his unlicensed assistant “Ally Alvarez”
13 informed Complainant the Notice of Increased Rent was sent in error and to let her know “if you will
14 still be moving out or continue with your lease”. *NRED 000029, and NRED 000028.*

15 9. On August 18, 2021, Complainant emailed Turn Key stating he will still be vacating the
16 property as he previously emailed. *NRED 000029.*

17 10. Complainant alleged he left the home in pristine condition. *NRED 000028.*

18 11. RESPONDENT’S ledger indicated Complainant forfeited his security deposit and
19 assessed charges for the remainder of the lease term. *NRED 0000109 – 000110.*

20 12. In the October 4, 2021 email, Complainant alleged his bank sent the August payment in
21 error, and requested RESPONDENT return funds in addition to his security deposit. *NRED 000028.*

22 13. On October 4, 2021, RESPONDENT questioned Complainant for not noticing that the
23 Notice of Increased Rent was wrong: “My Question is, Why did you you not point out that the notice
24 was wrong? Or say hey I just moved in you cant Raise the rent”. *NRED 000028.*

25 14. On or about April 12, 2022, the Division issued RESPONDENT a Notice of Violation
26 with Imposition of Administrative Fine in the amount of \$1,000, which RESPONDENT, through his
27 attorney, appealed. *NRED 000006 – 000016, NRED 000111 – 000125.*

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1 **SUMMARY OF ALLEGED VIOLATIONS**

2 1. The Division finds the RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC
3 645.605(6) for breaching his obligations of absolute fidelity to his principal and fair dealing with
4 all parties.

5 2. The Division finds the RESPONDENT violated NRS 645.235(b) pursuant to NAC
6 645.600(1) for allowing his unlicensed assistants to directly engage with the Complainant in activities
7 which require a license and/or permit.

8 **PROPOSED SETTLEMENT**

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

12 1. RESPONDENT agrees to pay the Division a total amount of \$3,640.00 (“Amount Due”),
13 consisting of a \$1,000.00 administrative fine imposed by the Division, the Division’s pre-hearing costs
14 and fees in the amount of \$1,010.00, and the Attorney’s pre-hearing costs and fees in the amount of
15 \$1,630.00.

16 a. The Amount Due shall be payable to the Division in full within thirty (30) days
17 after approval of this Stipulation by the Commission.

18 2. RESPONDENT further agrees to take 6 hours of continuing education, to include 3 hours
19 in broker management and 3 hours in ethics, live instruction, not to be counted towards his license
20 renewal requirements. RESPONDENT shall complete the education set forth herein with 120 days from
21 the date of the Order approving this Stipulation.

22 3. RESPONDENT by agreeing to this settlement admits to the factual allegations but does
23 not admit that any violations of law occurred.

24 4. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
25 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
26 approved and fully performed, the Division will close its file in this matter. The Division agrees not to
27 pursue any other or greater remedies or fines in connection with RESPONDENT’S alleged conduct
28 referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment,

1 the Division will not bring any claim or cause directly or indirectly based upon any of the facts,
2 circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

3 5. 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 6. Each party shall bear their own attorney's fees and costs, *except* as the Division's
15 Attorney's pre-hearing costs provided above.

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

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

25 9. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself,
26 his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever
27 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of
28 their respective members, agents, employees, and counsel in their individual and representative

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

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

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

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

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4 DATED this 16 day of August 2023.

DATED this 17 day of August 2023.


NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY, REAL ESTATE DIVISION


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7 By: 
8 NATHAN VIDRINE
Respondent

By: 
SHARATH CHANDRA
Administrator

9
10 Approved as to form:

Approved as to form:

11
12 By: 
13 CHRISTAL P. KEEGAN
14 Deputy Attorney General
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Attorney for Real Estate Division

By: 
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Attorney for Respondent

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Respondent.

ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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 of terms and good cause appearing.

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

Dated: August 28, 2023.

NEVADA REAL ESTATE COMMISSION

By: *Daniel Tendi*
Vice President, Nevada Real Estate Commission

AARON D. FORD
Attorney General

By: *epkeegan*
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