BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. TAMMY ("TAMI") L. LORD, (B.1001815.LLC), Respondent.	**Case No. 2024-797** FILED AUG 24 2026 REAL ESTATE COMMISSION BY

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 its attorney of record, Phil W. Su, Esq., and RESPONDENT TAMMY ("TAMI") LORD ("RESPONDENT"), by and through her counsel of record, John Bragonje of Womble Bond Dickinson (US) LLP.

At all times relevant to the Complaint, RESPONDENT was licensed as a Nevada broker under license number B.1001815.LLC and is therefore subject to the jurisdiction of the Division and the Commission and to the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS

AS SET FORTH IN THE COMPLAINT

1. At all times relevant to the Complaint, RESPONDENT LORD was a licensed Nevada broker (B.1001815.LLC) affiliated with SRS Real Estate Partners, LLC.

2. At all times relevant to the Complaint, Patrick Luther was a licensed Nevada salesperson (S.0169792) affiliated with SRS Real Estate Partners, LLC and under the supervision of RESPONDENT LORD.

3. At all times relevant to the Complaint, Jared Davis was an Arizona-licensed real estate salesperson (Arizona license no. SA690135000) who previously held a Nevada salesperson license

(S.0168444), which was closed following its August 31, 2012 expiration; he did not hold an active Nevada license during the transactions at issue.

4. Davis was employed with SRS Real Estate Partners, LLC.

5. On August 27, 2024, the Division received a Statement of Fact from COMPLAINANT John Mitteness concerning Patrick Luther and Jared Davis.

6. COMPLAINANT Mitteness alleges, generally, that Luther and Davis failed to pay or recognize commissions in connection with three properties:

a. Don Tortaco, a property at 360 E. Ann Road and N. 5th Street, North Las Vegas, Nevada 89031 ("Don Tortaco");

b. Take 5 Oil Change, a property at 4320 N. Rancho Drive, Las Vegas, Nevada 89108 ("Take 5"), which closed on July 18, 2024, and for which, according to Patrick Luther's September 10, 2024 affidavit, Mr. Mitteness received 50% of the commission;

c. the 7-Eleven property at E. Ann Road and N. 5th Street, North Las Vegas, Nevada 89031 ("7-Eleven"). According to Patrick Luther's September 10, 2024 affidavit, escrow opened on March 29, 2024, the due-diligence period ended on April 28, 2024, and the seller terminated escrow on August 27, 2024 after rejecting a last-minute price reduction; SRS then worked with the seller to refund the earnest money to the buyer.

7. COMPLAINANT Mitteness also provided documents for a fourth property at 3900 Meadows Lane, Las Vegas, Nevada 89107 ("3900 Meadows Lane" or "SafeNest").

8. On September 5, 2024, the Division issued an open-investigation letter to Luther regarding COMPLAINANT Mitteness's Statement of Fact and requested his response by affidavit, together with documentation and transaction files concerning the properties identified above, by September 20, 2024.

9. On September 6, 2024, the Division issued an open-investigation letter to RESPONDENT LORD regarding COMPLAINANT Mitteness's Statement of Fact concerning Patrick Luther and Jared Davis, requested her response by affidavit, and requested documentation and transaction files concerning the properties identified above, by September 20, 2024.

10. On September 6, 2024, Patrick Luther submitted an initial responsive affidavit addressing

COMPLAINANT Mitteness's allegations.

11. On September 10, 2024, Patrick Luther submitted a second responsive affidavit setting forth additional details regarding the Don Tortaco, Take 5, and 7-Eleven transactions.

12. On October 11, 2024, RESPONDENT LORD submitted her responsive affidavit, together with documents in her possession concerning the Don Tortaco, Take 5, SafeNest, and 7-Eleven transactions.

13. In her response, RESPONDENT LORD stated that, before receiving Case No. 2024-797, she was unaware of any commission or fee complaints and unaware that Jared Davis was handling the transactions in Nevada. She further stated that she and Patrick Luther had multiple conversations emphasizing compliance with Nevada's licensing requirements and that she understood Patrick Luther to be leading and handling the transactions.

14. RESPONDENT LORD also stated that, after receiving the Complaint and reviewing the emails provided, she learned that Jared Davis had engaged in communications regarding the transactions without her knowledge. She stated that Davis had a relationship with the seller and had transacted with the seller in other states, but was expected to allow Patrick Luther to handle Nevada transactions.

15. RESPONDENT LORD further stated that she immediately sent Jared Davis a letter instructing him to cease all activity, refer Nevada transactions, or secure a Nevada real estate license.

16. RESPONDENT LORD included her September 3, 2024 letter to Jared Davis with her response to the Division.

17. According to the broker revenue summary for "Don Tortaco—E. Ann Road and N. 5th Street" ("Don Tortaco"), Jared Davis was identified as the "Referring Broker" and assigned a 48.83% commission split of the $79,960.00 earned on the transaction; Patrick Luther was assigned a 24.41% agent percentage; and RESPONDENT LORD was identified as having a "Licensing/Territory" role and received 2.35%.

18. According to the broker revenue summary for 3900 Meadows Lane ("SafeNest"), Jared Davis was identified as the "Referring Broker" and assigned a 71.25% commission split of the $34,500.00 earned on the transaction; RESPONDENT LORD was identified as having a "Licensing/Territory" role and received 5.00%; and Patrick Luther signed off on the transaction in the section entitled "Market

Leader Approval."

19. According to the broker revenue summary for 4320 N. Rancho Drive ("Take 5"), Jared Davis was identified as the "Referring Broker" and assigned a 48.50% commission split of the $50,000.00 earned on the transaction; Patrick Luther was assigned a 24.25% agent percentage; and RESPONDENT LORD was identified as having a "Licensing/Territory" role and received 3.00%.

20. On October 28, 2025, the Division mailed NRS 233B pre-complaint letters via certified mail to RESPONDENT LORD and Patrick Luther, stating the Division's intent to file a complaint with the Commission for violations of NRS 645.235(1)(b).

SUMMARY OF ALLEGED VIOLATIONS OF LAW AS SET FORTH IN THE COMPLAINT

1. RESPONDENT LORD violated NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) by knowingly assisting Jared Davis, an unlicensed individual, in performing real estate activities for which a license is required with regard to the E. Ann Rd. and N. 5th Street, "Don Tortaco" property.

2. RESPONDENT LORD violated NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) by knowingly assisting Jared Davis, an unlicensed individual, in performing real estate activities for which a license is required with regard to 3900 Meadows Ln. "SafeNest" property.

3. RESPONDENT LORD violated NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) by knowingly assisting Jared Davis, an unlicensed individual, in performing real estate activities for which a license is required with regard to the 4320 N. Rancho Drive "Take 5" property.

4. RESPONDENT LORD violated NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) by knowingly assisting Jared Davis, an unlicensed individual, in performing real estate activities for which a license is required with regard to the E. Ann Road and N. 5th St., "7-Eleven" property.

5. RESPONDENT LORD violated NRS 645.660(3) by failing to maintain adequate supervision of salesperson Patrick Luther, who was associated with her, where Luther committed violations of NRS 645 by knowingly assisting Jared Davis in performing real estate activities in Nevada without a license.

PROPOSED SETTLEMENT

By entering into this Stipulation, RESPONDENT does not admit the foregoing factual allegations or the alleged violations of law and agrees to waive her right to contest those allegations and alleged violations only if and when the Stipulation is approved by the Commission. 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, the parties desire to compromise and settle the controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of THIRTY THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND 70/100 CENTS ($30,253.70) ("Amount Due"), consisting of $25,000.00 in administrative fines, $1,620.00 in the Division's pre-hearing costs and fees, and $3,633.70 in pre-hearing attorney's fees.

   a. The Amount Due shall be payable to the Division within sixty (60) days after the effective date of the Commission's Order approving this Stipulation.

   b. No grace period is permitted. If the payment is not received by the Division on or before its due date, RESPONDENT will be in default, subject to the notice and enforcement provisions of Section 12.

2. RESPONDENT agrees to complete six (6) hours of continuing education, consisting of three (3) hours in broker management and three (3) hours in ethics, within six (6) months after the date of the Commission's Order approving this Stipulation. The education must be live, instructor-led education and will not count toward RESPONDENT's continuing-education requirements for license renewal.

3. RESPONDENT and the Division agree that, by entering into this Stipulation, the Division does not concede any defense or mitigation that RESPONDENT may assert. Upon the Commission's approval and RESPONDENT's full performance, the Division will close its file relating to this matter.

4. The Division agrees not to pursue any other or greater fines, penalties, or remedies against RESPONDENT in connection with the conduct alleged in the Complaint or described in this Stipulation. Except to enforce this Stipulation or the Commission's Order, and unless RESPONDENT fails to timely pay the Amount Due or otherwise perform a material obligation under this Stipulation, the Division will not bring or pursue any additional administrative claim or cause of action against RESPONDENT based on the facts, circumstances, or allegations known to the Division or discovered during its investigation and prosecution of this case.

5. RESPONDENT agrees and understands that, by entering into this Stipulation, she is waiving her right to a hearing at which she may present evidence in her defense; her right to a written decision on the merits of the Complaint; her rights to reconsideration, rehearing, appeal, and judicial review; and all other rights that may be accorded under 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 Stipulation and related 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 the Stipulation is not approved or is not timely performed by RESPONDENT. RESPONDENT fully understands that she has the right to be represented by counsel in this matter at her own expense.

6. RESPONDENT shall bear her own attorneys' fees and costs.

7. <u>Approval of Stipulation</u>. Once executed, this Stipulation will be filed with the Commission and placed on the agenda for approval at its next public meeting. The Division will recommend that the Commission approve the Stipulation. RESPONDENT agrees that the Commission may approve, reject, or suggest amendments to this Stipulation; provided that no suggested amendment will be effective unless accepted by RESPONDENT in writing.

8. <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.

9. <u>Stipulation is Not Evidence</u>. Neither this Stipulation nor any statement made solely in connection with its negotiation or approval may be discussed or introduced into evidence at any hearing on the Complaint if the Division must ultimately present its case based on the Complaint, except as necessary to enforce this Stipulation or the Commission's Order.

10. <u>Release</u>. In consideration of the mutual promises and covenants in this Stipulation, RESPONDENT, for herself and her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, the Division, Petitioner, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities (collectively, the "Division Parties"), from any and all manner

of actions, causes of action, suits, debts, judgments, executions, claims, demands, and liabilities whatsoever, whether known or unknown, in law or equity, that RESPONDENT ever had, now has, or may have against any of the Division Parties, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto. In consideration of the same, the Division Parties hereby release, remise, and forever discharge RESPONDENT and her heirs, executors, administrators, successors, and assigns (collectively, the "Respondent Parties"), from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, demands, and liabilities whatsoever, whether known or unknown, in law or equity, that the Division Parties ever had, now have, or may have against any of the Respondent Parties, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto. Notwithstanding the foregoing, this mutual release does not release or impair any party's rights or obligations under this Stipulation or the Commission's Order approving it, including any right to enforce this Stipulation or the Commission's Order.

11. Indemnification. 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.

12. Default. In the event of default, RESPONDENT agrees that 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 (10) calendar days of the date of default. Debt collection actions for unpaid monetary assessments If RESPONDENT defaults under this Stipulation, the Division retains authority to enforce this Stipulation and the Commission's Order approving it and to seek or impose any penalty or other remedy authorized by applicable law and this Stipulation. Any penalty, suspension, or other remedy will be imposed in accordance with applicable law and any applicable procedural requirements. Nothing in this Section creates an automatic suspension of any license, permit,

or certificate or limits any right or remedy otherwise available under applicable law or the Commission's Order.

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

DATED this 20th day of August, 2026.

By: ______________________________
TAMMY ("TAMI") LORD
Respondent

DATED this 21 day of August, 2026.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: ______________________________
SHARATH CHANDRA
Administrator

Approved as to form:

WOMBLE BOND DICKINSON LLP

By: /s/ John Bragonje
JOHN BRAGONJE (Bar No. 9519)
Attorney for Respondent Tammy ("Tami") Lord

AARON D. FORD
Attorney General

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 10450)
Senior Deputy Attorney General
Attorneys for Nevada Real Estate Division

ORDER APPROVING STIPULATION
Case No. 2024-797

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 11-13, 2026, 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 24th day of August, 2026.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: ______________________________
President, Nevada Real Estate Commission