BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. PAUL RANDY GUEVARRA, Respondent.	**Case No. 2023-994**

FILED

NOV 2 1 2024

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 RESPONDENT PAUL RANDY GUEVARRA, ("RESPONDENT").

RESPONDENT, at all relevant times pertinent to the violations in this Complaint, acted as a broker as defined in NRS 645.030 and/or as a salesperson as defined in NRS 645.040 without the requisite license and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

FACTUAL ALLEGATIONS AS SET FORTH IN COMPLAINT

1. At all times relevant to this Complaint, RESPONDENT Paul Randy Guevarra ("RESPONDENT") has not been licensed with the Nevada Real Estate Division. [NRED0006-0011].

2. At all times relevant to this Complaint, Cody J. Raynoha ("Raynoha") was a licensed salesperson affiliated with Precision Realty LLC. [NRED0001-0003].

3. On April 20, 2023, the Division received a Statement of Fact from COMPLAINANT Carey Krumick ("COMPLAINANT") regarding the potential unauthorized and fraudulent sale of the property at 3314 El Camino Real, Las Vegas, NV 89121 ("the Property") purportedly without the knowledge of, or participation by, true owner Shirley Fredericks ("Fredericks"), a widow in her 80's who lives in the United Kingdom. [NRED0013-0014].

4. COMPLAINANT states that he has assisted Ms. Fredericks for over two decades in taking care of/maintaining the Property and knew that, at all times relevant to this Complaint, the Property was under renovation, vacant, and boarded up due to issues with squatters and break-ins. [NRED0013-0014].

5. While addressing a code enforcement violation in January 2023 for the Property, COMPLAINANT learned that the enforcement officer had been turned away by Raynoha, who told the officer the Property had been sold and the new owners would complete clean-up. [NRED0013-0014].

6. COMPLAINANT confirmed with Fredericks that she had never sold the Property, and opined that the signature on the new Grant, Bargain, and Sale Deed and Declaration of Value, which indicates that the Property was sold for $190,000.00 by Fredericks to Alpha Investment Group Inc., did not match signatures for Ms. Fredericks that COMPLAINANT had in his possession. [NRED0013-0014; 0015-0019].

7. According to an affidavit provided by a solicitor for Fredericks, Fredericks attests that she did not offer the Property for sale, never agreed to such a sale, has had no Zoom calls to discuss any such sale, and has not received any funds from the purported sale of the Property. [NRED0020-0022].

8. On May 23, 2023, a complaint was filed in Eighth District Court regarding the allegedly fraudulent transaction, which is ongoing as of the filing date of this Complaint. [NRED0089-0104].

9. On May 1, 2023, the Division issued an open investigation letter to Raynoha regarding the Statement of Fact and requesting his response via affidavit. [NRED0041]

10. On December 5, 2023, the Division issued an open investigation letter to RESPONDENT regarding the Statement of Fact and requested his response via affidavit. [NRED0043].

11. On May 11, 2023, Raynoha submitted a responsive affidavit, indicating that he represented Alpha Investment Group Inc. ("Alpha") in the execution of an Assignment of Real Estate Purchase and Sale Agreement with RESPONDENT, on behalf of RJR Homes LLC ("RJR"), for the sale of subject property. [NRED0044-0046].

12. According to documents provided with Raynoha's affidavit, on or about February 2, 2023, RESPONDENT, on behalf of RJR, executed a Real Estate Purchase and Sale Agreement for the Property (the "Purported Purchase Agreement") with Fredericks for the total purchase price of $190,000.00 (the "Purchase Price"). [NRED0044-0046; 0047-0051].

13. The following day, February 3, 2023, RJR assigned its rights under the Purported Purchase Agreement to Alpha Investment Group, Inc. "in consideration of the sum of $25,000.00" (the "Assignment"), for a total of $215,000.00, payable at the closing date of February 9, 2023. [NRED0052-0053].

14. In summary, within six days RESPONDENT earned $25,000.00 from the purchase and subsequent assignment of the Property, which RESPONDENT immediately resold to a pre-arranged buyer, Alpha Investment Group, Inc., represented by Raynoha.

15. RESPONDENT never recorded any ownership interest of its own in the Property for either himself or RJR, but instead marketed and sold an Assignment, while Fredericks still remained the title owner of the Property. [NRED0039-0041]

16. On January 30, 2024, attorney Robert Ryan responded to the Division's open investigation letter on behalf of RESPONDENT Randy Paul Guevarra. [NRED0081-0083].

17. In his letter, attorney Ryan indicated that an individual identifying himself as "Frank Green" reached out to RESPONDENT on January 31, 2023, purporting to represent Fredericks and proposing an all-cash sale of the Property, which was in distressed condition. [NRED0081].

18. RESPONDENT inquired as to the reasons for the sale, and Green represented that Fredericks "needed to get back to London." [NRED0082].

19. Based on RESPONDENT'S experience with prior purchases of distressed real estate he did not suspect there was anything out of the ordinary about this sale. [NRED0082].

20. RESPONDENT, on behalf of RJR, thereafter made a cash offer of $190,000.00 to purchase the Property, which Green verbally accepted on the condition that Driggs Title handle the escrow and transaction. [NRED0082].

21. RESPONDENT took photos "to give to possible end buyers and video to post on social media to increase marketing presence." [NRED0082].

22. RESPONDENT, on behalf of RJR, subsequently assigned its rights under the purchase agreement to Alpha Investment Group, Inc, represented by RESPONDENT. [NRED0052-0053].

23. Despite being only an assignor and not the actual owner and seller of the Property, RESPONDENT personally met with RESPONDENT'S contractor at the Property for inspections, during

which meeting they encountered a squatter living in a "man-made dwelling" on the patio. [NRED0082].

24. Guevara told the squatter that the Property was being sold and that she should vacate within a week. [NRED0082].

25. Approximately one day before closing, Driggs Title had an issue that required the closing to be pushed back by one day, and RESPONDENT states that he alerted Mr. Green to the delay, at which time Green became very upset because he said his client needed to get back to London. Nevertheless, Mr. Green eventually agreed to the extra day. [NRED0082-0083].

26. RESPONDENT claims he did not know of any issues with the sale until November 2023. [NRED0082-0083].

27. On March 18, 2024, the Division mailed an NRS 233B letter via certified mail to RESPONDENT, stating the Division's intent to file a complaint with the Commission for violations of NRS 645.230(1)(a) and NRS 645.235(1)(a). [NRED0107-0108].

28. That same day, the Division mailed an NRS 233B letter via certified mail to Cody Raynoha, stating the Division's intent to file a complaint in Case No. 2023-994 against him for violations of NRS 645.235(1)(b) and NRS 645.633(1)(h). [NRED0104-0106].

ALLEGED VIOLATIONS OF LAW AS SET FORTH IN COMPLAINT

1. RESPONDENT violated NRS 645.NRS 645.230(1)(a) by acting in the capacity of a real estate broker and/or salesperson, as defined by NRS 645.030 and NRS 645.040, respectively, when he performed activities constituting the representation of owner Fredericks for which a license is required under NRS 645, including, but not limited to, taking photos of and marketing a property that he did not personally own to potential end buyers.

2. RESPONDENT violated NRS 645.NRS 645.230(1)(a) by acting in the capacity of a real estate broker and/or salesperson, as defined by NRS 645.030 and NRS 645.040, respectively, when he performed activities constituting the representation of owner Fredericks for which a license is required under NRS 645, including, but not limited to, meeting with contractors retained by Raynoha for inspections of the Property (which he did not own).

3. RESPONDENT violated NRS 645.NRS 645.230(1)(a) by acting in the capacity of a real estate broker and/or salesperson, as defined by NRS 645.030 and NRS 645.040, respectively, when

he performed activities constituting the representation of owner Fredericks for which a license is required under NRS 645, including, but not limited to, advising squatters to vacate the Property during the pre-purchase inspection.

4. RESPONDENT violated NRS 645.NRS 645.230(1)(a) by acting in the capacity of a real estate broker and/or salesperson, as defined by NRS 645.030 and NRS 645.040, respectively, when he performed activities constituting the representation of owner Fredericks for which a license is required under NRS 645, including, but not limited to serving as a liaison between Fredericks/Mr. Green and the title company regarding a closing delay.

5. RESPONDENT violated NRS 645.235(1)(a) by willfully and/or knowingly engaging in activities for which a license is required under NRS 645 without holding any such license from which he earned $25,000.00 in compensation according to the Assignment.

PROPOSED SETTLEMENT

By entering into this Stipulation, the RESPONDENT does not admit the above factual allegations but agrees to waive his right to contest the above alleged violations if 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, 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 Eleven Thousand Four Hundred Forty-Nine Dollars ($11,449.00) ("Amount Due"), consisting of a Five Thousand Dollar ($5,000.00) administrative fine imposed by the Division, the Division's pre-hearing costs in the amount of Five Hundred Sixty Dollars ($560.00), and pre-hearing attorney's fees in the amount of Five Thousand Eight Hundred Eighty Nine Dollars ($5,889.00).

a. The Amount Due shall be payable to the Division in twelve (12) monthly installments of Nine Hundred Fifty-Four Dollars and 09/100 cents ($954.09), with first payment due thirty (30) days after the date of the signed order approving this settlement. Lump sums can be made in pre-payment with no penalties.

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

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

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

4. RESPONDENT agrees and understands that by entering into this Stipulation RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by 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 Agreement and other 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 this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be represented by legal counsel in this matter at his own expense.

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

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

7. Withdrawal of Stipulation. 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.

8. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning this Stipulation 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 filed in this matter.

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

10. 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.

11. Default. In the event of default, RESPONDENT agrees that any licenses and permits issued by the Division, if any, shall be immediately suspended, and 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 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee.

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

DATED this 13 day of November, 2024.

By: Paul Guevarra
PAUL RANDY GUEVARRA
Respondent

DATED this 14 day of November, 2024.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

Approved as to form:

KNIGHT & RYAN

By: /s/ Robert A. Ryan
ROBERT A. RYAN (Bar No. 12084)
8880 W. Sunset Rd., Suite 130
Las Vegas, NV 89148
(702) 462-6084
Attorneys for Respondent Paul Randy Guevarra

AARON D. FORD
Attorney General

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 10450)
Senior Deputy Attorney General
555 E. Washington Ave. #3900
Las Vegas, Nevada 89101
(702) 486-3420
Attorneys for Real Estate Division

ORDER APPROVING STIPULATION
Case No. 2023-994

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 November 19-21, 2024, 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 21 day of November, 2024.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: _____
President, Nevada Real Estate Commission