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BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED
DEC 21 2015
REAL ESTATE COMMISSION
BY *[Signature]*

JOSEPH DECKER, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2015-715

Petitioner,

vs.

MARK R. BOWMAN,

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION**

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator, Joseph R. Decker, and Respondent, Mark R. Bowman ("Respondent").

JURISDICTION

Respondent stipulates and agrees that he was at all relevant times, licensed in Nevada by the Division as alleged in the Complaint. Respondent agrees that he is subject to Nevada Revised Statutes ("NRS") Chapter 645 and Nevada Administrative Code ("NAC") Chapter 645 and to the jurisdiction of the Division and the Commission.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. Respondent was licensed by the Division as a Broker, license numbers B.0141558.INDV and B.0041558.CORP, from February 1, 2012, until May 7, 2015.
2. Respondent has been licensed by the Division as a Broker Salesperson, license number BS.0041558.MGR since May 7, 2015, and as a Property Manager, permit number PM.0163498.DES since May 12, 2015, and is in active status.
3. At all times relevant to the Complaint, Respondent was associated with O48 Realty of Las Vegas ("O48 Realty").

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...

1 4. Elana K. N. Williams was licensed as a Salesperson, license number
2 S.0170937, and as a Property Manager, permit number PM.0165228, and was associated
3 with Respondent and O48 Realty at the relevant times mentioned in this Complaint.

4 5. From April 5, 2014, until October 13, 2014, Williams acted as the bookkeeper or
5 in a related position at O48 Realty.

6 6. O48 Realty received rent payments from tenants in the form of cash, check, or
7 money order.

8 7. Williams directed O48 Realty's receptionist to not fill in the payee line or the
9 property address on any applicable checks and money orders submitted to O48 Realty.

10 8. On or about May 1, 2014, Williams received but did not deposit a \$1,000 money
11 order into O48 Realty's management trust account at Nevada State Bank.

12 9. On or about May 7, 2014, Williams received but did not deposit a \$700 money
13 order into the management trust account.

14 10. On or about May 30, 2014, Williams received but did not deposit a \$650 money
15 order into the management trust account.

16 11. On or about June 2, 2014, Williams received but did not deposit a \$970 money
17 order into the management trust account.

18 12. On or about June 2, 2014, Williams received but did not deposit a \$1,000 money
19 order into the management trust account.

20 13. On or about June 2, 2014, Williams received but did not deposit a \$650 payment
21 into the management trust account.

22 14. On or about June 2, 2014, Williams received but did not deposit a \$600 money
23 order into the management trust account.

24 15. On or about June 2, 2014, Williams received but did not deposit an \$870 money
25 order into the management trust account.

26 16. On or about June 2, 2014, Williams received but did not deposit a \$750 money
27 order into the management trust account.

28 ...

1 17. On or about June 4, 2014, Williams received but did not deposit a \$1,695 money
2 order into the management trust account.

3 18. On or about June 5, 2014, Williams received but did not deposit a \$1,795 money
4 order into the management trust account.

5 19. On or about June 8, 2014, Williams received but did not deposit a \$700 money
6 order into the management trust account.

7 20. On or about June 12, 2014, Williams received but did not deposit a \$650 in cash
8 into the management trust account.

9 21. On or about June 25, 2014, Williams received but did not deposit a \$2,150
10 money order into the management trust account.

11 22. On or about June 27, 2014, Williams received but did not deposit a \$1,600
12 money order into the management trust account.

13 23. On or about July 1, 2014, Williams received but did not deposit a \$1,800 money
14 order into the management trust account.

15 24. On or about July 7, 2014, Williams received but did not deposit a \$700 money
16 order into the management trust account.

17 25. On or about July 9, 2014, Williams received but did not deposit a \$1,200 money
18 order into the management trust account.

19 26. On or about July 18, 2014, Williams received but did not deposit an \$820
20 payment into the management trust account.

21 27. On or about August 1, 2014, Williams received but did not deposit a \$600 money
22 order into the management trust account.

23 28. On or about August 1, 2014, Williams received but did not deposit a \$1,000
24 money order into the management trust account.

25 29. On or about August 5, 2014, Williams received but did not deposit a \$1,795
26 money order into the management trust account.

27 30. On or about August 5, 2014, Williams received but did not deposit a \$1,800
28 check into the management trust account.

1 31. On or about August 6, 2014, Williams received but did not deposit a \$960
2 payment into the management trust account.

3 32. On or about September 2, 2014, Williams received but did not deposit a \$2,030
4 in cash into the management trust account.

5 33. On or about September 5, 2014, Williams received but did not deposit a \$1,795
6 money order into the management trust account.

7 34. On or about September 12, 2014, Williams received but did not deposit a \$1,095
8 money order into the management trust account.

9 35. On or about October 3, 2014, Williams received but did not deposit a \$1,795
10 money order into the management trust account.

11 36. On or about October 7, 2014, Williams received but did not deposit a \$700
12 money order into the management trust account.

13 **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

14 37. Respondent violated NAC 645.600(1) by failing to maintain adequate
15 supervision of Williams.

16 38. Respondent violated NRS 645.633(1)(h), pursuant to NAC 645.605(1), by failing
17 to do his utmost to protect the public against fraud, misrepresentation or unethical practices
18 related to real estate.

19 **SETTLEMENT**

20 39. The Division was prepared to present its case based upon the Complaint filed
21 with the Commission and the Respondent was prepared to defend against the Complaint.

22 40. Respondent admits to the facts as alleged in the Complaint, but represents that
23 he has personally paid back the misappropriated funds to O48 Realty's management trust
24 account.

25 41. The Parties desire to compromise and settle the instant controversy upon the
26 following terms and conditions.

27 42. Respondent voluntarily surrenders his permit to engage in property
28 management, and agrees that he will not apply for a permit to engage in property

1 management in the State of Nevada for a period of five years from the effective date of the
2 Order Approving Settlement Agreement. Moreover, any such application would need the
3 approval of the Commission.

4 43. Respondent agrees that he may not act as an office manager for the principal
5 office or a branch office for a period of five years from the effective date of the Order
6 Approving Settlement Agreement.

7 44. Respondent agrees to pay to the Division a total of \$950.00 in investigative
8 costs within 90 days of the date of the Commission's Order Approving Stipulation. No grace
9 period is permitted. If the payment is not actually received by the Division on or before its due
10 date, it shall be construed as an event of default by the Respondent.

11 45. In the event of default, Respondent agrees that his license shall be immediately
12 suspended, and the unpaid balance, together with any attorney's fees and costs that may
13 have been assessed, shall be due in full to the Division within ten calendar days of the date of
14 default. Respondent agrees that the suspension of his license shall continue until the unpaid
15 balance is paid in full. Further, debt collection actions for unpaid monetary assessments in
16 this case may be instituted by the Division.

17 46. The Division agrees not to pursue any other or greater remedies or fines in
18 connection with Respondent's conduct referenced herein.

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

22 48. Respondent agrees that if the administrative costs are not paid within the time
23 period set forth hereinabove, the Division may, at its option, rescind this Stipulation and
24 proceed with prosecuting the Complaint before the Commission.

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

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

9 50. Each party shall bear its or his own attorney's fees and costs.

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

14 52. Approval of Stipulation. Once executed, this Stipulation will be filed with the
15 Commission and will be placed on the agenda for approval at its September 2015 public
16 meeting. The Division will recommend to the Commission approval of the Stipulation.
17 Respondent agrees that the Commission may approve, reject, or suggest amendments to this
18 Stipulation that must be accepted or rejected by Respondent before any amendment is
19 effective.

20 53. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
21 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation
22 and the Division may pursue its Complaint before the Commission at the Commission's next
23 regular public meeting.

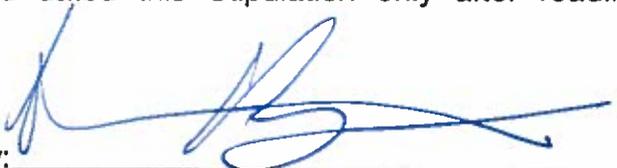
24 54. Release. In consideration of execution of this Stipulation, the Respondent for
25 himself, his heirs, executors, administrators, successors, and assigns, hereby release, remise,
26 and forever discharge the State of Nevada, the Department of Business and Industry and the
27 Division, and each of their respective members, agents, employees and counsel in their
28 individual and representative capacities, from any and all manner of actions, causes of action,

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

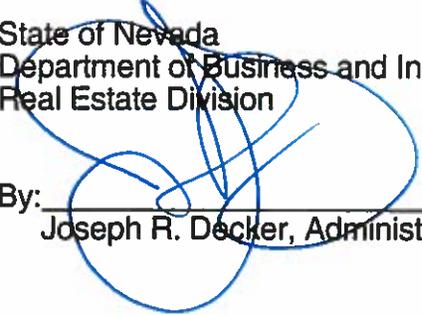
5 55. Indemnification. Respondent hereby indemnifies and holds harmless the State
6 of Nevada, the Department of Business and Industry, the Division, and each of their
7 respective members, agents, employees and counsel in their individual and representative
8 capacities against any and all claims, suits,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

13 56. Respondent has signed and dated this Stipulation only after reading and
14 understanding all terms herein.

15 Dated: 12-16-15

16 By: 
Mark R. Bowman, Respondent

17 Dated: 12/16/15

18 State of Nevada
19 Department of Business and Industry
20 Real Estate Division
21 By: 
Joseph R. Decker, Administrator

22 Approved as to form:

23 Dated: 12/15/2015

24 ADAM PAUL LAXALT
25 Attorney General

26 By: 
27 Keith E. Kizer
28 Deputy Attorney General
Attorney for the Real Estate Division

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2 **ORDER APPROVING STIPULATION**

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 regular
5 agenda on December 16, 2015, and the Commission being fully apprised in the premises, and
6 good cause appearing,

7 IT IS ORDERED that the above Stipulation is approved in full.

8 This Order shall become effective on the 16th day of December, ~~2016~~ ²⁰¹⁵.

9 Dated this 16th day of Dec, 2015.

10 NEVADA REAL ESTATE COMMISSION

11 By: 