

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

APR 29 2020

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

Case No. 2017-2134 REAL ESTATE COMMISSION
BY Emily Rattier

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

Petitioner,

vs.

MANUEL CORDOVA, JR.,

Respondent.

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"), and MANUEL CORDOVA, JR. ("RESPONDENT"), by and through his attorneys of record, Justin J. Zarcone, Esq., of Winner & Sherrod.

SUMMARY OF FACTUAL ALLEGATIONS

1. RESPONDENT is an owner and a manager of CanAm Real Estate Services, LLC, a Nevada limited liability company ("CanAm").

2. RESPONDENT, at one time, was licensed by the Division as a salesperson under license number S.0180944, said license now being on closed status.

3. The Division has not issued a permit to RESPONDENT to engage in property management.

4. RESPONDENT is married to Rebecca Cordova who is also a manager of CanAm.

5. Rebecca Cordova has also been licensed as a Broker under license B.1001423.LLC since July 17, 2014, which license is also on active status and she also holds an active property manager permit.

6. At all relevant times, complainant Anthony Marinaccio ("Marinaccio" and/or "Complainant") owned thirty-two rental properties in Clark County, Nevada, either individually, or through the following entities- AMV Investments, LLC and AV Rentals, LLC.

1 7. Marinaccio either individually, or through his entities, entered into several residential
2 property management agreements with CanAm to lease and manage certain rental properties located at
3 the following addresses: (1) 2241 Statz Street in North Las Vegas, Nevada, consisting of four units
4 ("2241 Statz Property"), (2) 2249 Statz Street in North Las Vegas, Nevada consisting of four units
5 ("2249 Statz Property") (collectively the "Statz Properties"), (3) 2240 Ellis Street in North Las Vegas,
6 Nevada, consisting of four units ("Ellis Property"), (4) 1409 Henry Drive in Las Vegas, Nevada,
7 consisting of four units ("1409 Henry Property"), 1413 Henry Drive in Las Vegas, Nevada, consisting
8 of four units ("1413 Henry Property") (collectively the "Henry Properties"), and 2839 Judson Ave. in
9 North Las Vegas, Nevada, consisting of six units ("Judson Property"). The properties described in this
10 paragraph and paragraph 9 of this Complaint shall be collectively referred to as the "Properties."

11 8. CanAm entered into residential management agreements with Marinaccio for the Statz
12 Properties, the Ellis Property, the Henry Properties, and the Judson Property.

13 9. CanAm also performed property management duties on all six units of Marinaccio's and/or
14 his entity's property located at 180 W New York Avenue in North Las Vegas, NV ("New York
15 Property") without entering into a residential management agreement.

16 10. Between August 29, 2017 and September 22, 2017, Marinaccio notified RESPONDENT
17 and/or CanAm that he was terminating his management agreement with CanAm for the Properties.

18 11. On or around September 29, 2017, Marinaccio filed a complaint with the Division alleging
19 that CanAm, Rebecca Cordova, and/or RESPONDENT mismanaged the Properties.

20 12. On October 4, 2017 the Division properly notified RESPONDENT that it was opening an
21 investigation based on Marinaccio's complaint with the Division.

22 13. The Division obtained certain documents during its investigation, including CanAm's
23 residential property management agreements with Marinaccio and/or his entities, residential lease
24 agreements for the Properties, financial documents, and correspondence between Marinaccio and
25 RESPONDENT.

26 14. In response to the Division's investigation, RESPONDENT admitted to providing property
27 management services with respect to the Properties.

28 15. In his response to the Division, RESPONDENT specifically stated, "we find it

1 appalling that the [Complainant] makes the assertion that we performed no management services.”

2 16. During its investigation, the Division obtained correspondence between RESPONDENT and
3 Marinaccio where RESPONDENT referenced property management activities performed with respect
4 to the New York Property.

5 17. In an email to Marinaccio, referencing the New York Property, RESPONDENT stated:

6 Here are some of the problems affecting the building monthly that is causing expenses month
7 after month.

- 8 1. The cast iron plumbing throughout is deteriorated and the roofs from the
9 neighboring pine tree have affected the sewer.
- 10 2. The plumbing belly is to [sic] shallow causing monthly back ups into units.
- 11 3. The flat roof needs to be replaced. It has continuous leaks.
- 12 4. The Window and doors need commercial security bars. As you know the
13 standard ones are continually pried open.
- 14 5. Electrical Work.

15 As a recap the problem with throwing tens of thousands of dollars at the building is it won't do
16 anything. We can dress it up as nice as Statz or Ellis but we or anyone else for that matter will
17 not be able to get tenants or quality tenants to occupy the building...

18 I specifically remember before you purchased the building driving by and inspecting the
19 building. In particular the roof. I remember you asking me my thought and I specifically
20 remember telling you not to buy it.

21 18. At the time RESPONDENT was managing the New York Property, CanAm failed to enter
22 into a property management agreement with Marinaccio and neither CanAm nor RESPONDENT had
23 authority to manage the Property.

24 19. Even assuming that CanAm had entered into a valid, written property management
25 agreement with Marinaccio giving CanAm authority to manage the New York Property,
26 RESPONDENT's activities rose to the level of improperly performing duties that only a licensed
27 broker and/or property manager may perform.

28 20. RESPONDENT improperly engaged in property management activities without first
obtaining the proper permit from the Division to engage in such activities.

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

2 RESPONDENT is alleged to have violated the following:

3 NRS 645.230(1)(b) by engaging in property management activity without first obtaining from
4 the Real Estate Division the necessary permit.

5 **DISCIPLINE AUTHORIZED**

6 1. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose an
7 administrative fine of up to \$10,000 per violation against RESPONDENT and further to suspend,
8 revoke or place conditions on the license of RESPONDENT.

9 2. Additionally, under NRS Chapter 622, the Commission is authorized to impose costs of the
10 proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the Commission
11 otherwise imposes discipline on RESPONDENT.

12 **PROPOSED SETTLEMENT**

13 1. In an effort to avoid the time and expense of litigating these issues before the Commission,
14 the parties desire to compromise and settle the instant controversy upon the following terms and
15 conditions:

16 RESPONDENT agrees to pay the Division a total amount of \$2,590.00 ("Amount Due"),
17 consisting of a \$1,500.00 fine imposed by the Division and the Division's pre-hearing costs in the
18 amount of \$1,090.00. The Amount Due shall be payable to the Division within 60 days of the entry of
19 the Order approving this Settlement.

20 3. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
21 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
22 approved and fully performed, the Division will close its file in this matter. Likewise, RESPONDENT
23 does not make any admission to any violation or liability by entering into this Stipulation.

24 3. RESPONDENT agrees and understands that by entering into this Stipulation,
25 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his
26 defense, his right to a written decision on the merits of the complaint, his rights to reconsideration
27 and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by the
28 Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and

1 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that
2 this Agreement and other documentation may be subject to public records laws. The Commission
3 members who review this matter for approval of this Stipulation may be the same members who
4 ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the
5 Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that he
6 has the right to be represented by legal counsel in this matter at her own expense.

7 4. Each party shall bear their own attorney's fees and costs, except as provided above.

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

13 6. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
14 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation,
15 and the Division may pursue its Complaint before the Commission. This Stipulation then shall become
16 null and void and unenforceable in any manner against either party.

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

26 8. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the
27 State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their
28 respective members, agents, employees, and counsel, in their individual and representative capacities,

1 against any and all claims, suits, and actions brought against said persons and/or entities by reason of
2 the Division's investigation, this disciplinary action, and all other matters relating thereto, and against
3 any and all expenses, damages, and costs, including court costs and attorney fees, which may be
4 sustained by the persons and/or entities named in this section as a result of said claims, suits, and
5 actions.

6 9. Default. In the event of default, RESPONDENT agrees that his license shall be
7 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any
8 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten
9 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this
10 case may be instituted by the Division or its assignee.

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

13
14 DATED this 3 day of March, 2020.


DATED this 16 day of APRIL, 2020.

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

15
16
17
18 By: _____
19 MANUEL CORDOVA, JR.

By: 
SHARATH CHANDRA
Administrator

20
21 Approved as to form:

22 By: 
23 WINNER & SHERROD
24 Justin J. Zarcone (Bar No. 8735)
25 1117 S. Rancho
26 Las Vegas, NV 89102
27 Attorneys for RESPONDENT
28

1 AARON D. FORD
2 Attorney General

3 By: 

4 Karissa D. Neff (Bar. No. 9133)
5 Deputy Attorney General
6 555 E. Washington Avenue, Suite 3900
7 Las Vegas, NV 89101
8 Attorneys for Real Estate Division
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER APPROVING STIPULATION

The Stipulation and Order 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 March 10, 2020, and the Commission being fully apprised in the premises, and good cause appearing,

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

This Order shall become effective on the 10th day of March, 2020.

Dated this 29th day of April, 2020.

NEVADA REAL ESTATE COMMISSION

By: 
President, Nevada Real Estate Commission
for Real Estate Division