

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

Case No. 2017-2135

REAL ESTATE COMMISSION

BY *Swalpa Tattler*

Petitioner,

**STIPULATION FOR SETTLEMENT OF
DISCIPLINARY ACTION**

vs.

REBECCA L. CORDOVA,

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 REBECCA L. CORDOVA (“RESPONDENT”), by and through her attorneys of record, Justin J. Zarcone, Esq., of Winner & Sherrod.

SUMMARY OF FACTUAL ALLEGATIONS

1. RESPONDENT has been licensed as a Broker under license B.1001423.LLC since July 17, 2014 and also held a property manager permit, which were both active when this action commenced. RESPONDENT’s property management permit has since expired as of July 31, 2020 but her broker’s license is active.

2. RESPONDENT is an owner and a manager of CanAm Real Estate Services, LLC, a Nevada limited liability company.

3. RESPONDENT’s husband, Manuel Cordova, Jr., is also a manager of CanAm, and at one time, was licensed by the Division as a salesperson under license number S.0180944, said license now being on closed status.

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

12 6. Between August 21, 2015 and December 26, 2016, RESPONDENT and/or CanAm entered
13 into residential management agreements with Complainant for the Statz Properties, the Ellis Property,
14 the Henry Properties, and the Judson Property.

15 7. CanAm and/or RESPONDENT also performed property management duties on all six units
16 of Marinaccio’s and/or his entity’s property located at 180 W New York Avenue in North Las Vegas,
17 NV (“New York Property”).

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

20 9. On or around September 29, 2017 Marinaccio filed a complaint with the Division alleging
21 that RESPONDENT mismanaged the Properties.

22 10. On October 4, 2017, the Division properly notified RESPONDENT that it was opening an
23 investigation based on Marinaccio’s complaint with the Division.

24 11. The Division obtained certain documents during its investigation, including
25 RESPONDENT’s and/or CanAm’s residential property management agreements with Marinaccio
26 and/or his entities, residential lease agreements for the Properties, and certain financial documents.

27 12. In his Complaint to the Division, Marinaccio claimed that with respect to a New York
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1 Property unit, that a tenant paid several months' rent by credit card and then reversed those charges
2 with his or her credit card company.

3 13. Marinaccio claimed that despite the tenant's rent delinquency, RESPONDENT improperly
4 permitted the tenant to remain in the New York Property unit.

5 14. In response to the Division, RESPONDENT admitted that the tenant in the New York
6 Property unit had paid rent charges by credit card and then had those credit cards charges reversed, and
7 that the credit card company was conducting an on-going investigation.

8 15. The documents provided to the Division show that the credit card charges had been reversed
9 on April 13, 2016, and that despite the tenant's failure to pay the delinquent rent, RESPONDENT
10 permitted the tenant to live in the New York Property until September 10, 2017- nearly a year and a
11 half after the tenant's rent had become delinquent.

12 16. In connection with leasing a unit at the Ellis Property, RESPONDENT paid a
13 commission/referral fee to an individual named Rafael Adrian Juarez ("Juarez").

14 17. RESPONDENT's commission/referral fee to Juarez was improper because Juarez was not a
15 licensee.

16 18. During the Division's investigation, the Division was provided with two different Owner's
17 Statements - one provided by Marinaccio and one provided by RESPONDENT, each containing
18 different numbers.

19 19. RESPONDENT failed to maintain and provide the Division with an accurate Owner's
20 Statement.

21 20. RESPONDENT and/or CanAm failed to enter into a residential management agreement with
22 Marinaccio and/or his entities during the management of the six units located at the New York
23 Property.

24 21. Despite failing to obtain a signed, written property management agreement with the
25 landowner/Complainant, RESPONDENT managed the New York Property from approximately March
26 of 2016 through September of 2017.

27 22. During her management of the Properties, with respect to some units, RESPONDENT
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1 improperly charged tenants a \$15 dollar storage fee without the fee being specified as an additional fee
2 in the lease agreement.

3 23. RESPONDENT charged this fee under some of the leases for unit B of the 2241 Statz
4 Property, and under some of the leases for units A, B, and D at the Ellis Property, on 19 different
5 occasions.

6 24. The form lease used by RESPONDENT lists storage as part of the premises, and is
7 included in the payment of monthly rent.

8 25. Nowhere in the form lease used by RESPONDENT does it list that additional money is owed
9 for storage.

10 26. NRS 118A.200 requires residential lease agreements to include required fees and the
11 purposes for which they are required.

12 27. RESPONDENT violated NRS 118A.200 by failing to include in leases that additional
13 money was owed for storage on 19 separate occasions.

14 28. Owner's Statements provided to the Division by RESPONDENT do not account for security
15 deposits collected by RESPONDENT from tenants under the following leases: Juarez lease at the Ellis
16 Property, Vasquez lease at the Ellis Property, Aguilar lease at the Ellis Property, Santos Lease at the
17 1409 Henry Property.

18 29. The terms of the Management Agreement for the Ellis Property required RESPONDENT to
19 collect a security deposit.

20 30. RESPONDENT violated the terms of the Management Agreement by failing to account for
21 security deposits on the leases set forth in paragraph 28 of this Complaint.

22 31. RESPONDENT also improperly permitted Manuel Cordova, Jr., to engage in property
23 management activities that required a license from the Division on all of the Properties.

24 32. By way of an example, during its investigation, the Division obtained correspondence
25 between RESPONDENT and Marinaccio where RESPONDENT referenced property management
26 activities performed with respect to the New York Property.

27 33. In correspondence from RESPONDENT to Marinaccio regarding the New York Property,
28 RESPONDENT stated:

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

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

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

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

16 34. RESPONDENT permitted Manuel Cordova, Jr. to engage in property management activities
17 that as a licensee, she should have either performed herself or prevented Manuel Cordova, Jr. from
18 performing, unless he obtained the proper permit from the Division.

19 35. When managing 15 of the Properties' units, RESPONDENT and/or her company failed to
20 obtain residential leases with each respective tenant.

21 36. On the Properties managed, RESPONDENT charged Complainant for landscaping when the
22 lease permitted landscaping maintenance obligations to be placed on the tenant.

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

24 It is alleged RESPONDENT committed the following violations of law:

25 1. RESPONDENT violated NRS 645.633(1)(h) by permitting a tenant to remain in the New
26 York Property for approximately a year and a half despite having delinquent rent.

27 2. RESPONDENT violated NRS 645.6056(1) by performing property management activities on
28 the units located at the New York Property without first properly obtaining a fully executed property
management agreement with the landowner.

1 3. RESPONDENT violated NRS 645.633(1)(c) by paying a commission/referral fee to Juarez
2 when Juarez was not a licensee for the rental of a unit at the Ellis Property.

3 4. RESPONDENT violated NRS 645.633(1)(i) by engaging in deceitful and dishonest dealings
4 by providing an Owner's Statement to the Division different than the one provided to the Complainant.

5 5. RESPONDENT violated NRS 645.633(1)(h) by failing to include that additional fees were
6 being charged for storage under certain lease agreements in violation of NRS 118A.200.

7 6. RESPONDENT violated NRS 645.235(1)(b) by permitting Manuel Cordova, Jr. to engage in
8 unlicensed activity without obtaining the appropriate permit from the Division.

9 7. RESPONDENT violated NRS 645.633(1)(h) by failing to obtain residential lease
10 agreements between RESPONDENT and/or her company and each respective tenant.

11 8. RESPONDENT violated NRS 645.633(1)(h) by charging Complainant for landscaping when
12 the leases permitted landscaping maintenance to be placed on the respective tenants.

13 **DISCIPLINE AUTHORIZED**

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

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

20 **PROPOSED SETTLEMENT**

21 RESPONDENT DENIES the allegations contained herein, but in an effort to avoid the time and
22 expense of litigating these issues before the Commission,
23 the parties desire to compromise and settle the instant controversy upon the following terms and
24 conditions:

25 1. RESPONDENT agrees to pay the Division a total amount of \$6,490.00 ("Amount Due"),
26 consisting of a \$5,000 fine imposed by the Division and the Division's pre-hearing costs in the amount
27 of \$1,490.00.

1 2. The Amount Due shall be payable to the Division within 120 days of the entry of the Order
2 approving this Settlement.

3 3. RESPONDENT further agrees to attend 3 hours of continuing education in ethics and 3 hours
4 hours of continuing education in agency which shall not count towards the amount necessary for
5 RESPONDENT's license renewal. RESPONDENT shall complete said education within 60 days of
6 the date of the order approving this settlement.

7 4. RESPONDENT agrees not to reapply to the Division for a property management permit for a
8 10 year period.

9 5. RESPONDENT agrees to downgrade her broker's license to a salesperson license for a
10 period of 5 years and further agrees not to apply for a broker's license until the expiration of the 5 year
11 period.

12 6. In the even the settlement is rejected, the parties agree that the settlement will be heard at the
13 September 2020 Commission meeting.

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

18 5. RESPONDENT agrees and understands that by entering into this Stipulation,
19 RESPONDENT is waiving her right to a hearing at which RESPONDENT may present evidence in her
20 defense, her right to a written decision on the merits of the complaint, her rights to reconsideration
21 and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by the
22 Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
23 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that
24 this Agreement and other documentation may be subject to public records laws. The Commission
25 members who review this matter for approval of this Stipulation may be the same members who
26 ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the
27 Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that she
28 has the right to be represented by legal counsel in this matter at her own expense.

- 1 6. Each party shall bear their own attorney's fees and costs, except as provided above.
- 2 7. Approval of Stipulation. Once executed, this Stipulation will be filed with the
3 Commission and will be placed on the agenda for approval at its next public meeting. The Division
4 will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the
5 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
6 rejected by RESPONDENT before any amendment is effective.
- 7 8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests amendments
8 unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and the
9 Division may pursue its Complaint before the Commission. This Stipulation then shall become null
10 and void and unenforceable in any manner against either party.
- 11 9. Release. In consideration of the execution of this Stipulation, RESPONDENT for
12 herself, her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and
13 forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and
14 each of their respective members, agents, employees, and counsel in their individual and representative
15 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
16 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
17 now has, may have, or claim to have against any or all of the persons or entities named in this section,
18 arising out of or by reason of the Division's investigation, this disciplinary action, and all other matters
19 relating thereto.
- 20 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the
21 State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their
22 respective members, agents, employees, and counsel, in their individual and representative capacities,
23 against any and all claims, suits, and actions brought against said persons and/or entities by reason of
24 the Division's investigation, this disciplinary action, and all other matters relating thereto, and against
25 any and all expenses, damages, and costs, including court costs and attorney fees, which may be
26 sustained by the persons and/or entities named in this section as a result of said claims, suits, and
27 actions.
- 28 11. Default. In the event of default, RESPONDENT agrees that her license shall be

1 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this
2 case may be instituted by the Division or its assignee. RESPONDENT agrees that her license shall be
3 immediately suspended if she fails to timely attend and complete the above continuing education.
4 RESPONDENT agrees that the suspension of her license shall continue until the continuing education
5 is completed.


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

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9 DATED this 10th day of October, 2020.


DATED this 1 day of September, 2020.

11
12 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY REAL ESTATE DIVISION

13
14 By: 
15 REBECCA L. CORDOVA

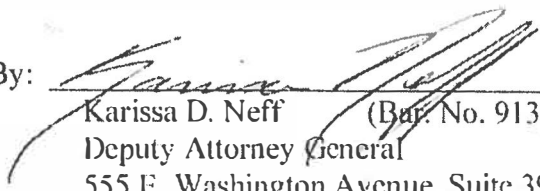
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17 By: 
18 SHARATH CHANDRA, Administrator

19 Approved as to form:

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21 By: 
22 WINNER & SHERROD
23 Justin J. Zarcone (Bar No. 8735)
24 1117 S. Rancho
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Attorneys for RESPONDENT

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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 1st day of September, 2020.

Dated this 7th day of October, 2020.

NEVADA REAL ESTATE COMMISSION

By:



President, Nevada Real Estate Commission