

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

FILED

SEP 10 2020

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

Case No. 2019-472

REAL ESTATE COMMISSION
BY *Erin Patten*

Petitioner,

vs.

HUNG YEH,

Respondent.

STIPULATION 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"), and Hung Yeh ("RESPONDENT").

JURISDICTION

RESPONDENT at all relevant times mentioned in this Complaint was licensed as a broker and property manager by the Division 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

1. RESPONDENT has been licensed by the Division as a broker, B.0144402.LLC, and holds a permit as a property manager, PM.0166785.BKR, operating under the name Yeh & Associates, LLC.

2. On or about September 1, 2018 a Residential Lease Agreement was entered between Hung Yeh and Tenants, Breana Flores and Joseph Santos, commencing September 1, 2018 and ending August 31, 2019, for the property located at 5556 Avent Ferry St., Las Vegas, NV.

3. On or about October 1, 2018 a Residential Lease Agreement was entered into between Hung Yeh and Tenants, Salvador Ferrer and Irma Hernandez, commencing October 1, 2018 and ending August 31, 2019, for the property located at 6139 Meadowgrass Lane, Las Vegas, NV.

1 4. On or about October 1, 2018 a Residential Lease Agreement between Hung Yeh and
2 Tenant, David Leigh Green, commencing October 1, 2018 and ending September 30, 2019 for the
3 property located at 9498 Kaufman Road, Las Vegas, NV.

4 5. The properties located at 5556 Avent Ferry St., Las Vegas, NV, 6139 Meadowgrass Lane,
5 Las Vegas, NV, and 9498 Kaufman Road, Las Vegas, NV (collectively "the Properties") are owned by
6 Kun Yoi Wu.

7 6. RESPONDENT engaged in property management of the Properties by, among other
8 things, collecting rent, collecting security deposits, filing eviction notices, arranging for repairs, arranging
9 for maintenance, arranging for landscaping work, and arranging for pest control regarding the Properties.

10 7. RESPONDENT was required to hold a property management permit to engage in said
11 activities.

12 8. RESPONDENT had signing authority on an account for the YEH Family Trust, Cheryl A
13 Yeh and Hung Yeh Trustee with Bank of America with an account number ending in #5164.

14 9. This account was not a trust account for purposes of NRS 645.310.

15 10. RESPONDENT had signing authority on an account for the Yeh Associates, LLC with
16 Bank of America with an account number ending in #5469.

17 11. This account was not a trust account for purposes of NRS 645.310.

18 12. In August/September 2018 Respondent collected \$4,319.00 in rental income and security
19 deposits for the properties located at 5556 Avent Ferry and 9498 Kaufman Rd.

20 13. RESPONDENT charged a "Management Fee" for the property located at 5556 Avent
21 Ferry in August 2018.

22 14. RESPONDENT charged a "Management Fee" for the property located at 5556 Avent
23 Ferry in September 2018.

24 15. On September 11, 2018 RESPONDENT paid Kun Yoi Wu \$2,782.00 for the properties
25 located at 5556 Avent Ferry and 9498 Kaufman Rd from the bank account ending in #5164.

26 16. For October 2018 RESPONDENT collected \$6,274.00 of rental income and security
27 deposits for the Properties.

- 1 17. On October 19, 2018 RESPONDENT paid Kun Yoi Wu \$4,479.00 for the Properties from
2 the bank account ending in #5164.
- 3 18. In October 2018 RESPONDENT charged a "Management Fee" for each of the Properties.
- 4 19. For November 2018 RESPONDENT collected \$4,325.00 of rental income for the
5 Properties.
- 6 20. On November 23, 2018 RESPONDENT paid Kun Yoi Wu \$3,000.00 for the Properties
7 from the bank account number ending in #5469.
- 8 21. In November 2018 RESPONDENT charged a "Management Fee" for each of the
9 Properties.
- 10 22. For December 2018 RESPONDENT collected \$4,325.00 of rental income for the
11 Properties.
- 12 23. On December 17, 2018 RESPONDENT paid Kun Yoi Wu \$4,000.00 for the Properties
13 from the bank account number ending in #5469.
- 14 24. In December 2018 RESPONDENT charged a "Management Fee" for each of the
15 Properties.
- 16 25. For January 2019 RESPONDENT collected \$4,095.00 of rental income for the Properties.
- 17 26. On January 22, 2019 RESPONDENT paid Kun Yoi Wu \$4,000.00 for the Properties from
18 the bank account number ending in #5469.
- 19 27. In January 2019 RESPONDENT charged a "Management Fee" for each of the Properties.
- 20 28. For February 2019 RESPONDENT collected \$4,325.00 of rental income for the
21 Properties.
- 22 29. On February 22, 2019 RESPONDENT paid Kun Yoi Wu \$3,900.00 for the Properties
23 from the bank account number ending in #5469.
- 24 30. In February 2019 RESPONDENT charged a "Management Fee" for each of the
25 Properties.
- 26 31. For March 2019 RESPONDENT collected \$4,550.00 of rental income for the Properties.
- 27 32. On March 25, 2019 Kun Yoi Wu was paid \$3,900.00 for the Properties from the bank
28 account number ending in #5469.

1 33. On March 28, 2019 RESPONDENT paid Kun Yoi Wu \$1,200.00 for the Properties from
2 the bank account number ending in #5469.

3 34. On April 1, 2019 RESPONDENT paid Kun Yoi Wu \$198.00 for the Properties from the
4 bank account number ending in #5469.

5 35. In March 2019 RESPONDENT charged a "Management Fee" for each of the Properties.

6 **VIOLATIONS**

7 RESPONDENT has committed the following violations of law:

8 36. RESPONDENT violated NRS 645.310(4) by receiving money belonging to others and
9 then failing to promptly deposit said money into a separate checking account, designated as a trust
10 account, in a bank or credit union in this State.

11 37. RESPONDENT violated NAC 645.655(8) by failing to maintain separate bank
12 accounts for activities relating to rental operations and security deposits.

13 38. RESPONDENT violated NRS 645.310(3) on twenty-one (21) occasions by
14 commingling the money or other property of a client with his or her own.

15 **DISCIPLINE AUTHORIZED**

16 39. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose
17 an administrative fine per violation against RESPONDENT that may not exceed \$10,000, and further to
18 suspend, revoke or place conditions on the license of RESPONDENT.

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

22 41. Therefore, the Division requests that the Commission take such disciplinary action as
23 it deems appropriate under the circumstances.

24 **PROPOSED STIPULATION AGREEMENT**

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

28 ...

- a. RESPONDENT agrees to pay \$5,162.19 to the Division within thirty (30) months of the date of the Commission's order approving this stipulation. The amount includes a \$3,000.00 fine and \$2,162.19 to cover the Division's investigatory costs and attorneys' fees.
- b. RESPONDENT will pay \$172.07 per month to the Division for thirty (30) months beginning on October 1, 2020.
- c. RESPONDENT will complete nine (9) hours of continuing education in property management by December 31, 2020 which will not be counted toward the required hours for license/permit renewal.

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. Nothing herein prevents proof and giving consideration to acts complained of in this matter in determining or penalizing a future violation by RESPONDENT of any provision of NRS Chapter 645 or NAC Chapter 645.

3. 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.

4. Each party shall bear its or his own attorney's fees and costs, except as provided above.

5. 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

1 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission
2 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by
3 RESPONDENT before any amendment is effective.

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

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

17 8. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the State
18 of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective
19 members, agents, employees, and counsel, in their individual and representative capacities, against any
20 and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's
21 investigation, this disciplinary action, and all other matters relating thereto, and against any and all
22 expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the
23 persons and/or entities named in this section as a result of said claims, suits, and actions.

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

1 immediately suspended if he fails to timely attend and complete the above continuing education.
2 RESPONDENT agrees that the suspension of his license shall continue until the continuing education is
3 completed.

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

6 DATED this 31st day of August, 2020


DATED this 3 day of SEPTEMBER ~~August~~, 2020.

7
8
9 By: 
10 HUNG YEH

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

11
12 Approved as to form:

13 AARON D. FORD
14 Attorney General

15 By: 
16 ROBERT E. WERBICKY
17 Deputy Attorney General
18 555 E. Washington Avenue, Suite 3900
19 Las Vegas, NV 89101

1 BEFORE THE REAL ESTATE COMMISSION

2 STATE OF NEVADA

3 SHARATH CHANDRA, Administrator,
4 REAL ESTATE DIVISION, DEPARTMENT
5 OF BUSINESS & INDUSTRY,
6 STATE OF NEVADA,

Case No. 2019-472

7 Petitioner,

8 vs.

9 HUNG YEH,

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10 ORDER APPROVING STIPULATION

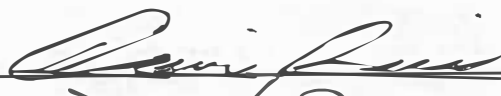
11 This Stipulation for Settlement of Disciplinary Action ("Stipulation") having come before the
12 Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular
13 agenda on September 1, 2020 and the Commission being fully apprised of the terms and good cause
14 appearing,

15 IT IS ORDERED that the Stipulation for Settlement of Disciplinary Action in this matter is
16 approved in full.

17 This Order shall become effective on the 1st day of September, 2020.

18
19 Dated this 10th day of September, 2020.

20
21 NEVADA REAL ESTATE COMMISSION

22
23 By: 
24 [Print Name] DEVIN REISS
25 Commission President