

BEFORE THE REAL ESTATE COMMISSION

FILED

STATE OF NEVADA

JUN 09 2022

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

Case No. 2021-209

REAL ESTATE COMMISSION

BY *Evelyn Tettee*

Petitioner,

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

vs.

CHRISTINE DANG,
(BS.0145107.LLC)

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"), by and through their attorney of record, Virginia T. Tomova, Deputy Attorney General, and Christine Dang, ("RESPONDENT"), by and through her counsel, Scott Marquis, Esq.

RESPONDENT at all relevant times mentioned in this Complaint conducted activities for which a license or permit is required by NRS Chapter 645 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 SET FORTH IN COMPLAINT

1. At all times relevant, RESPONDENT held a Nevada Broker Salesperson License, BS.0145107.LLC, issued by the Division on January 19, 2017.
2. At all times relevant, RESPONDENT held a Property Manager Permit, PM.0166124, issued by the Division on May 2, 2014.
3. RESPONDENT's Property Manager Permit is currently in inactive status.
4. On or about March 1, 2021, the Division received a complaint/statement of fact from Jenny Tran (Complainant) regarding RESPONDENT's property management of 4833 Straight Flush Dr. #102, Las Vegas, NV 89122 ("Straight Flush Property").

1 5. The Complainant alleged that RESPONDENT mismanaged the subject
2 property and failed to evict tenants for nonpayment of rent.

3 6. At all times relevant, RESPONDENT conducted business as “Dang Good
4 Realty.”

5 **RESPONDENT Managed Complainant’s Properties.**

6 7. In March 2019, Complainant hired RESPONDENT as the property manager
7 for the Straight Flush Property.

8 8. Between August and September 2019, Complainant hired RESPONDENT as
9 her agent to purchase an investment property located at 4793 Vista Sandia Way, Las
10 Vegas, NV 89115 (“Vista Sandia Property”).

11 9. Shortly after Complainant purchased the Vista Sandia Property,
12 RESPONDENT, doing business as Dang Good Realty, listed that property for rent on or
13 about September 7, 2019.

14 10. On October 6, 2019, RESPONDENT, doing business as Dang Good Realty,
15 entered into a residential lease agreement as the property manager for the Vista Sandia
16 Property. RESPONDENT’s initial’s “CD” appear as the “Landlord’s Initials” on each page
17 of the document.

18 11. In March 2020, new tenants requested to lease the Straight Flush Property.

19 12. On March 20, 2020, RESPONDENT, doing business as Dang Good Realty,
20 entered into a residential lease agreement as the property manager for the Straight Flush
21 Property. RESPONDENT’s initial’s “CD” appear as the “Landlord’s Initials” on each page
22 of the document.

23 13. On or about March 20, 2020, RESPONDENT received the first month’s rent
24 for the Straight Flush Property from the tenants’ friend.

25 14. On April 10, 2020, Complainant notified RESPONDENT that she had not
26 received rent for the month of March for the Straight Flush Property.

27 15. On April 11, 2020, RESPONDENT told Complainant that she does not “do
28 accounting until the second week once funds clear.” RESPONDENT also told Complainant

1 that the tenant did not pay March rent and informed her about the repairs and
2 maintenance she was conducting on the property.

3 16. On April 19, 2020, RESPONDENT told Complainant that Complainant
4 should have received February's rent payment in the amount of \$1,436 for one property
5 and \$920 for the other property. RESPONDENT also informed Complainant that she
6 would not see a deposit to her account because RESPONDENT's management fees for the
7 Straight Flush Property were due in April.

8 17. On May 5, 2020, Complainant asked RESPONDENT who pays for the
9 Republic Services bill for the Vista Sandia Property. RESPONDENT informed
10 Complainant that she believed she collects the Republic Services payment with the rent.

11 18. From May 2020 to July 2020, RESPONDENT remained in contact with the
12 Straight Flush Property tenants regarding their nonpayment of rent.

13 19. On June 6, 2020, RESPONDENT relayed a message to Complainant from the
14 Straight Flush Property tenant that the tenant will pay rent soon.

15 20. On June 15, 2020, Complainant asked RESPONDENT about the status of the
16 Vista Sandia Property's rent payment. RESPONDENT told her that she was behind on
17 accounting due to COVID-19. RESPONDENT also informed her that the Straight Flush
18 Property did not pay rent.

19 21. On July 24, 2020, Complainant asked RESPONDENT about the payments
20 from the Vista Sandia and Straight Flush properties. RESPONDENT told Complainant
21 that she would call the Straight Flush tenants in the morning, but they have been
22 nonresponsive.

23 22. In August 2020, Complainant terminated her relationship with
24 RESPONDENT and hired Lori Smith as her new property manager for her properties.

25 23. On August 31, 2020, RESPONDENT emailed Lori Smith noting that she only
26 received the first month's rent for the Straight Flush Property. RESPONDENT noted that
27 she received the rent payment from the tenants' friend.

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1 24. On December 28, 2020, RESPONDENT sent Complainant property owner
2 statements and operating statements for the Vista Sandia and Straight Flush properties.
3 Each of these statements listed the contact information for Dang Good Realty, and the
4 statements were generated by the TenantCloud property management software.

5 **RESPONDENT Was Not Forthcoming with Her Brokerage.**

6 25. From January 19, 2017, until June 9, 2021, RESPONDENT was associated
7 with the brokerage firm eXp Realty.

8 26. On March 24, 2021, RESPONDENT's broker, Spencer Walden, submitted an
9 affidavit to the Division in response to this investigation.

10 27. RESPONDENT did not make her broker, Mr. Walden, aware of the
11 transactions involving the Straight Flush Property. Mr. Walden noted that eXp Realty
12 does not allow its agents to conduct property management. Mr. Walden also noted that eXp
13 Realty has not received any funds or management fees, and eXp Realty would not accept
14 any of those types of funds because the brokerage does not engage in property management.

15 28. When Mr. Walden confronted RESPONDENT about the facts surrounding the
16 Straight Flush Property, RESPONDENT told Mr. Walden that she did not manage the
17 property and did not accept any funds from the tenant.

18 29. RESPONDENT did not inform her broker about managing the Vista Sandia
19 Property.

20 30. In addition to the Straight Flush and Vista Sandia properties, RESPONDENT
21 received Yelp reviews regarding her property management services on November 15, 2018,
22 and February 14, 2017. These Yelp reviews were for properties separate and distinct from
23 the Vista Sandia and Straight Flush properties.

24 31. RESPONDENT did not inform her broker about managing the properties
25 mentioned in the Yelp reviews.

26 **RESPONDENT Was Not Forthcoming with The Division.**

27 32. On March 18, 2021, RESPONDENT submitted an affidavit to the Division in
28 response to this investigation.

1 33. In RESPONDENT's March 18, 2021, affidavit, RESPONDENT swore that she
2 did not sign a contract for property management.

3 34. On November 11, 2021, RESPONDENT emailed the Division and attached a
4 17-page document titled "documents for Division." On page 2 of the "documents for
5 Division" document, RESPONDENT attached a detailed response to the complaint, titled
6 "Affidavit from Christine Dang in response to Division Complaint Explanation of
7 allegations," ("November 11 Affidavit").

8 35. In RESPONDENT's November 11 Affidavit, RESPONDENT swore that she
9 told Complainant that she would not charge her for property management and would not
10 do property management for her.

11 36. On March 20, 2020, RESPONDENT, doing business as Dang Good Realty,
12 entered into a residential lease agreement as the property manager for the Straight Flush
13 Property.

14 37. On the March 20, 2020, Residential Lease Agreement, RESPONDENT's
15 initial's "CD" appear as the "Landlord's Initials" on each page of the document.

16 38. On April 19, 2020, RESPONDENT informed Complainant that she would be
17 charging her management fees for the Straight Flush Property.

18 **VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

19 39. Between March 2019, and April 2020, RESPONDENT violated NRS
20 645.280(2) and NRS 645.630(1)(c) by accepting compensation from a person other than her
21 broker for managing the Straight Flush Property.

22 40. Between October 6, 2019, and August 31, 2020, RESPONDENT violated NRS
23 645.280(2) and NRS 645.630(1)(c) by accepting compensation from a person other than her
24 broker for managing the Vista Sandia Property.

25 41. Between October 6, 2019, and August 31, 2020, RESPONDENT violated NRS
26 645.630(1)(i) by failing to place the property management fees for the Vista Sandia
27 Property in the custody of her licensed broker.

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1 hearing costs and attorneys' fees in the amount of \$8,965.41.

2 2. The pre-hearing costs and attorney's fees in the amount of \$8,965.41 shall be
3 payable to the Division within 30 days of the approval of this settlement by the
4 Commission.

5 3. RESPONDENT shall pay the Division the fines in the amount of \$20,000.00
6 as follows: Beginning August 1, 2022, and due the first day of each month thereafter until
7 paid in full, RESPONDENT shall make to the Division payments in the amount of \$238.00
8 for 83 months and the 84th month the RESPONDENT shall make a payment of \$246.00.
9 Notwithstanding the foregoing, RESPONDENT may pay more due towards the Amount
10 Due at any time.

11 4. RESPONDENT shall also complete 6 hours of Division approved education in
12 agency and 6 hours of Division approved education in ethics within 120 days of the order
13 approving this Stipulation, which hours shall not count towards the education necessary
14 for RESPONDENT's license renewal.

15 5. RESPONDENT shall voluntarily surrender her property management permit
16 and shall agree to not re-apply for such permit for at least 5 years.

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

21 7. RESPONDENT agrees and understands that by entering into this
22 Stipulation, RESPONDENT is waiving her right to a hearing at which RESPONDENT
23 may present evidence in her defense, her right to a written decision on the merits of the
24 complaint, her rights to reconsideration and/or rehearing, appeal and/or judicial review,
25 and all other rights which may be accorded by the Nevada Administrative Procedure Act,
26 the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations,
27 and the federal and state Constitutions. RESPONDENT understands that this Agreement
28 and other documentation may be subject to public records laws. The Commission members

1 who review this matter for approval of this Stipulation may be the same members who
2 ultimately hear, consider, and decide the Complaint if this Stipulation is either not
3 approved by the Commission or is not timely performed by RESPONDENT.
4 RESPONDENT fully understands that she has the right to be represented by legal counsel
5 in this matter at her own expense.

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

8 9. 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
10 Division will recommend to the Commission approval of the Stipulation. RESPONDENT
11 agrees that the Commission may approve, reject, or suggest amendments to this
12 Stipulation that must be accepted or rejected by RESPONDENT before any amendment is
13 effective.

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

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

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

10 13. Default. In the event of default under this Stipulation, RESPONDENT
11 agrees that her license shall be immediately suspended, and the unpaid balance of the
12 administrative fine and costs, together with any attorneys' fees and costs that may have
13 been assessed, shall be due in full to the Division within ten calendar days of the date of
14 default. Debt collection actions for unpaid monetary assessments in this case may be
15 instituted by the Division or its assignee.

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1 14. RESPONDENT has signed and dated this Stipulation only after reading and
2 understanding all terms herein.

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4 DATED this 6th day of June, 2022


DATED this 8 day of June, 2022.

6 NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION


7
8 By: 
9 CHRISTINE DANG

By: 
SHARATH CHANDRA
Administrator

10
11 AARON D. FORD
Attorney General

12
13 By: 
14 Virginia T. Tomova (Bar. No.12504)
15 Deputy Attorney General
16 555 E. Washington Avenue, Suite 3900
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18 MARQUIS AURBACH

19 By: 
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Attorney for Respondent

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ORDER

IT IS ORDERED that the foregoing Stipulation and Order for Settlement of Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.

Dated: June 7th, 2022.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: 
President, Nevada Real Estate Commission

Submitted by:

AARON FORD, Attorney General

By: *Virginia T. Tomova*
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STEVE SISOLAK
Governor

STATE OF NEVADA
REAL ESTATE COMMISSION

DARRELL PLUMMER
President
SPIRIDON "SPIROS" FILIOS
Vice-President
LEE GURR
Secretary

Terry Reynolds
Director



DATE: 6/9/2022

RESPONDENT: Christine Dang

CASE#: 2021-209

HEARING DATE: 6/7/2022

STATEMENT OF HEARING FEES AND COSTS PURSUANT TO NRS 622.400(2)

Administrative Costs: \$ 100.00

Investigative Costs: \$ 540.00

Commission Costs: \$ -

Attorney Fees: \$ 8,325.41

Witness Costs: \$ -

Court Reporter Costs: \$ -

Other Services (Describe service below): \$ -

TOTAL AMOUNT DUE: \$ 8,965.41 *This does not include any fines or restitution ordered by the Commission