

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case No. 2020-962

Petitioner,

FILED

vs.

AUG 29 2023

MARK A. HALL,
(B.0042782.LLC; PM.0142782.BRK)

REAL ESTATE COMMISSION

BY Kelley Valadez

Respondent.

STIPULATION AND ORDER 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”), by and through their attorney of record, Phil W. Su, Esq., and Mark A. Hall, (“RESPONDENT”) by and through his attorneys of record, Roger P. Croteau, Esq. and Christopher L. Benner, Esq.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a Broker under license number B.0042782.LLC and holds a Property Management Permit under Credential Number PM.0142782.BRK and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT

1. RESPONDENT is the Broker and owner of Southwestern Management And Realty Team (“SMART”). **NRED 0001-0004; 0008-0010.**

2. RESPONDENT’S brokerage, SMART, managed the following nine properties: (a) 700 Carnegie St. #3814, Henderson, NV 89002 (“Property #1”); (b) 10593 Valdosta Ave. Las Vegas, NV 89129 (“Property #2”); (c) 917 Wanger Valley Henderson, NV 89052 (“Property #3”); (d) 1351 Silver Sierra Las Vegas, NV 89032 (“Property #4”); (e) 9132 Palatial Palette Las Vegas, NV 89032 (“Property #5”); (f) 4630 E. Wyoming Ave. Las Vegas, NV 89104 (“Property #6”); (g) 2524 Vista Mar Dr. Las

1 Vegas, NV 89128 (“Property #7”); (h) 1559 Dusty Canyon Henderson, NV 89052 (“Property #8”); and
2 (i) 11001 Sonoma Creek Ct. Las Vegas, NV 89149 (“Property, #9”) (collectively the “Properties”).

3 3. On December 4, 2017, Catania & Son Plumbing invoiced SMART for services performed
4 at Property #4 related to a sink backup in the kitchen, a total amount due of \$125. **NRED 0187.**

5 4. RESPONDENT’s Statement of Account for Property #4 provides that on December 6,
6 2017, the property owner was charged \$179.00 for the kitchen sink repair. **NRED 0208.**

7 5. On June 24, 2018, 702AC invoiced SMART a total amount due of \$885 for repairs related
8 to the AC System at Property #1. **NRED 0026.**

9 6. On July 5, 2018, SMART billed Property #1 a total amount of \$895 for the AC System
10 repairs at Property #1. **NRED 0025.**

11 7. On October 7, 2018, Catania & Son invoiced SMART, for repairs to a leaking kitchen
12 faucet at Property #1, a total amount due of \$225. **NRED 0054; 0065; 0070.**

13 8. RESPONDENT’s Statement of Account for Property #1 shows that October 10, 2018, the
14 property owner was charged and paid \$279 for the kitchen faucet repair. **NRED 0065; 0070.**

15 9. On January 14, 2019, GSE Handyman Services invoiced SMART for “rent ready” repairs
16 and repairs to the guest shower valve at Property #1, a total amount due of \$125. **NRED 0061; 0066;**
17 **0067.**

18 10. RESPONDENT’s Statement of Account for Property #1 provides that on January 16,
19 2019, the property owners were charged and paid \$249 for the “rent ready” and guest shower repairs.
20 **NRED 0066; 0072.**

21 11. On April 22, 2019, GSE Handyman Services invoiced SMART for services performed at
22 Property #9 related to a bathroom toilet leak, dishwasher leak and garage door malfunction, a total amount
23 due of \$150.00. **NRED 0092.**

24 12. RESPONDENT’s Statement of Account for Property #9 provides that on May 3, 2019,
25 the property owners were charged and paid \$227.14 for the services and repairs related to the bathroom
26 toilet, dishwasher, and garage door. **NRED 0106.**

27 13. On May 30, 2019, Catania & Son Plumbing invoiced SMART for services performed at
28 Property #4 related to dishwasher drain hose being blocked, a total amount of \$125. **NRED 0188.**

1 14. RESPONDENT's Statement of Account for Property #4 provides that on June 7, 2019,
2 the property owner was charged and paid \$139.00. **NRED 0209.**

3 15. On August 27, 2019, Mario Solano invoiced SMART a total amount due of \$695.00 for
4 services performed at Property #6 related the garage door replacement. **NRED 0024.**

5 16. On August 30, 2019, SMART invoiced Property #6 a total amount due of \$895.00 for the
6 garage door repair and related service. **NRED 0023.**

7 17. On August 31, 2019, AC Captain invoiced SMART for services performed at Property #4
8 related to the repairs to the AC system and replacement of "40 uf capacitor" at Property #4, for a total
9 amount due of \$300.00. **NRED 0022.**

10 18. On September 4, 2019, SMART billed \$426.49 to Property #4 for the services performed
11 related to the AC system. **NRED 0021.**

12 19. On November 18, 2019, GSE Handyman Services invoiced SMART for services
13 performed at Property #9 related to a garbage disposal motor failure and a faucet base, a total amount
14 due of \$300. **NRED 0094.**

15 20. RESPONDENT's Statement of Account for Property #9 provides that on November 15,
16 2019, the property owners were charged and paid \$279.36 for services performed related to the garbage
17 disposal, and on November 20, 2019, the property owners were charged and paid \$425.00 for the repairs
18 related to the faucet base and valves failing. **NRED 0107.**

19 21. On November 18, 2019, GSE Handyman Services invoiced SMART for services related
20 to the repair of the garbage disposal at Property #9, totaling an amount due of \$300. **NRED 0020.**

21 22. On November 20, 2019, SMART billed \$425.00 to Property #9 for the repairs related to
22 the garbage disposal. **NRED 0019.**

23 23. On December 8, 2019, Catania & Son Plumbing invoiced SMART for services performed
24 at Property #5 related to the repair of leaking kitchen faucet and replacement with a new faucet a total of
25 \$295. **NRED 0015.**

26 24. On December 10, 2019, SMART billed Property #5 for the kitchen faucet repair and
27 related services a total of \$394.76. **NRED 0016.**

1 25. RESPONDENT's Statement of Account for Property #5 provides that on December 10,
2 2019, the property owner was charged and paid \$394.76 for the kitchen faucet repairs. **NRED 0154.**

3 26. On December 8, 2019, Catania & Son Plumbing invoiced SMART a total due of \$300 for
4 services performed on November 8, 2019, related to the replacement of the kitchen faucet at Property #8.
5 **NRED 0017.**

6 27. On December 10, 2019, SMART invoiced Property #8 for the replacement of the kitchen
7 faucet and related services a total due amount of \$349.10. **NRED 0018.**

8 28. On December 15, 2019, GSE Handyman Services invoiced SMART for services provided
9 at Property # 4 related to the garage light, a total amount due of \$120.00. **NRED 0191.**

10 29. RESPONDENT's Statement of Account for Property #4 provides that on December 17,
11 2019, property owner was charged and paid \$267.19 for the repairs to the garage. **NRED 0210.**

12 30. On January 10, 2020, GSE Handyman Services invoiced SMART, for services performed
13 at Property #9 related to a water leak and wet carpet, a total amount due of \$270.63. **NRED 0095.**

14 31. RESPONDENT's Statement of Account for Property #9 provided that on January 20,
15 2020, the property owner was charged and paid \$450.00 for services related to the water leak. **NRED**
16 **0107.**

17 32. On January 10, 2020, GSE Handyman Services invoiced SMART for services performed
18 at Property #9 related to the shower knob/handle repair and installation, a total amount of \$130.00. **NRED**
19 **0096.**

20 33. RESPONDENT's Statement of Account for Property #9 provide that on January 3, 2020,
21 the property owners were charged and paid \$497.14 for the repairs related to the shower handle. **NRED**
22 **0107.**

23 34. On June 26, 2020, Prestige Garage Door Services billed SMART for services performed
24 at Property #2 related to the door repair, for a total balance of \$360.00. **NRED 0012.**

25 35. On July 1, 2020, SMART billed Property #2 for the door repair and related services a total
26 balance due of \$560.00. **NRED 0011.**

27 36. RESPONDENT's Statement of Account for Property #2 provides that on July 1, 2020, the
28 property owner was charged and paid \$560.00 for the door repairs. **NRED 0267.**

1 37. On July 14, 2020, ASAP Security billed SMART for rekeying four locks at Property #3 a
2 total balance of \$80. **NRED 0014.**

3 38. On July 16, 2020, SMART billed Property #3 for the rekey package and related services
4 a total of \$169.00. **NRED 0013.**

5 39. RESPONDENT explains that on July 25, 2020, he fired all employees, including Shannon
6 Gardner (“Gardner”), the principal property manager for SMART, for action related to the property
7 management of the Properties under RESPONDENT’s brokerage. **NRED 0032.**

8 40. On July 25, 2020, RESPONDENT sent correspondence to all property owners noting that
9 SMART closed its “in-house maintenance department” and disclosed that “SMART did make money
10 doing routine maintenance jobs from late 2017 through this past week when [RESPONDENT] closed the
11 department.” **NRED 0032.**

12 41. On July 29, 2020, RESPONDENT filed a police report with Las Vegas Metropolitan
13 Police Department (“LVMPD”) claiming former employees, including Gardner, had stolen and/or were
14 destroying business documents, and misused company property. **NRED 0036; 0041-0046.**

15 42. RESPONDENT reported to LVMPD and the Division that he had made several requests
16 to the former employees demanding that they return RESPONDENT’s brokerage documents, but the
17 former employees only returned empty filing cabinets. **NRED 0036.**

18 43. On July 31, 2020, RESPONDENT filed a complaint with the Division against Gardner,
19 alleging, among other things, stolen property, misuse of company property, commingling funds, and
20 overcharging property owners. **NRED 0039-0040.**

21 44. On October 23, 2020, the Division sent RESPONDENT correspondence, noting the
22 Division was in receipt of information against RESPONDENT and opened an investigation on
23 RESPONDENT, and requested the complete transaction file/broker’s file for each of the Properties and
24 Trust Account Reconciliations and Bank Statements for the Operating Accounts for the August through
25 December 2019, January, February, July, August, September, and October of 2020 by November 6, 2020.
26 **NRED 005-0006.**

27 45. On November 18, 2020, RESPONDENT voluntarily submitted his affidavit to the
28 Division including the complete transaction/broker file for the Properties, explaining he was unaware of

1 the overcharging, states he completely relied on Gardner, and was still working on recovering stolen
2 property from former employees, including complete records for the Properties. **NRED 0028-0029.**

3 46. On November 20, 2020, RESPONDENT provided the Division with the reconciliations
4 for the Properties and additional requested documents. **NRED 0031.**

5 47. On November 25, 2020, RESPONDENT provided the Division with the requested and
6 completed Form 546s. **NRED 0035.**

7 48. On January 19, 2021, the Division sent RESPONDENT correspondence to request copies
8 of outside vendor invoices for the Properties due by February 3, 2021. **NRED 0007.**

9 49. On February 1, 2021, RESPONDENT responded to the Division's request for outside
10 vendor invoices for the Properties, explaining it was difficult to recover all business documents as they
11 were destroyed by former employees. **NRED 0036-0038.**

12 **SUMMARY OF ALLEGED VIOLATIONS OF LAW**

13 50. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(1) when
14 RESPONDENT failed to protect property owners from SMART's overcharges for maintenance and
15 repairs to Properties #1, #2, #3, #4, #5, #6, #8 and #9.

16 51. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(6) by engaging in
17 conduct which constitutes deceitful, fraudulent, or dishonest dealing by breaching his obligation of
18 absolute fidelity to the property owners when he overcharged for the maintenance services performed on
19 the Properties and profited from the same.

20 **PROPOSED SETTLEMENT**

21 By entering into this settlement agreement, the RESPONDENT does not admit, and opposes those
22 factual and legal assertions as set forth by RESPONDENT's Answer to Complaint filed on June 13, 2023,
23 and does not admit liability in any manner before the Division or before any other entity or in any other
24 capacity, but for the sole purposes of this settlement does not contest, the above violations. Accordingly,
25 in an effort to avoid the time and expense of litigating these issues before the Commission, as well as any
26 possible further legal appeals from any such decision, and the parties desire to compromise and settle the
27 instant controversy upon the following terms and conditions:

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1 1. RESPONDENT agrees to pay the Division a total amount of \$9,830.60 (“Amount Due”),
2 consisting of a \$5,000.00 administrative fine imposed by the Division, the Division’s pre-hearing costs
3 and fees in the amount of \$560.00, and pre-hearing attorney’s fees in the amount of \$4,270.60.

4 a. The Amount Due shall be payable to the Division in full within sixty (60) days of
5 the date of the order approving this settlement.

6 b. No grace period is permitted. If the payment is not actually received by the
7 Division on or before its due date, it shall be construed as an event of default by
8 Respondent.

9 2. RESPONDENT agrees to voluntarily surrender his Property Management
10 PM.0142782.BRK to the Division within five (5) business days from the date of the order approving this
11 settlement. RESPONDENT further agrees that he will not re-apply for a Property Management permit
12 with the Division for a period of five (5) years from the date of the order approving this settlement.

13 3. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
14 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
15 approved and fully performed, the Division will close its file in this matter.

16 4. RESPONDENT and the Division agree that by entering into this Stipulation, the
17 RESPONDENT does not admit liability, or concede any defense or mitigation, as to the claims asserted
18 herein, and that no term of this settlement agreement shall serve as any factual or legal determination in
19 an other matter before the Division, or before any other state or federal entity or be presented as evidence
20 in any state or federal judicial court and/or entity.

21 5. The Division agrees not to pursue any other or greater remedies or fines in connection
22 with RESPONDENT’S alleged conduct referenced herein. The Division further agrees that unless
23 RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or
24 indirectly based upon any of the facts, circumstances, or allegations discovered during the Division’s
25 investigation and prosecution of this case.

26 6. RESPONDENT agrees and understands that by entering into this Stipulation
27 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his
28 defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or

1 rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada
2 Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
3 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this
4 Agreement and other documentation may be subject to public records laws. The Commission members
5 who review this matter for approval of this Stipulation may be the same members who ultimately hear,
6 consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not
7 timely 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 7. RESPONDENT shall bear his own attorney's fees and costs.

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

15 9. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
16 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
17 the Division may pursue its Complaint before the Commission.

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

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

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

10 13. Default. In the event of default, RESPONDENT agrees that all of his active licenses and
11 permits issued by the Division shall be immediately suspended, and the unpaid balance of the
12 administrative fine and costs, together with any attorney's fees and costs that may have been assessed,
13 shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions
14 for unpaid monetary assessments in this case may be instituted by the Division or its assignee.
15 RESPONDENT agrees that the foregoing suspensions shall continue until the unpaid monetary
16 assessments are paid in full.

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

3 DATED this 18th day of August 2023.

DATED this 18 day of August 2023.

NEVADA DEPARTMENT OF BUSINESS AND
INDUSTRY, REAL ESTATE DIVISION

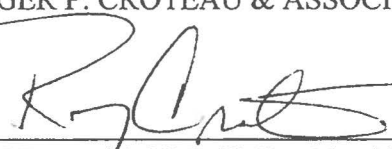
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6 By: 
7 MARK A. HALL
8 Respondent

By: 
SHARATH CHANDRA
Administrator

9 Approved as to form:

10 ROGER P. CROTEAU & ASSOCIATES

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Attorney General

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