

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,

7 Petitioner,

8 vs.

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

10 Respondent.

Case No. 2021-220

**FILED**

AUG 29 2023

REAL ESTATE COMMISSION

BY Kelley Valadez

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

12 This Stipulation for Settlement of Disciplinary Action (“Stipulation”) is entered into by and  
13 between the State of Nevada, Department of Business and Industry, Real Estate Division (“Division”),  
14 through its Administrator Sharath Chandra (“Petitioner”), by and through their attorney of record, Phil  
15 W. Su, Esq., and Mark A. Hall, (“RESPONDENT”) by and through his attorneys of record, Roger P.  
16 Croteau, Esq. and Christopher L. Benner, Esq.

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

21 **SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT**

22 1. On March 10, 2021, the Division received a complaint against RESPONDENT from  
23 RESPONDENT’s former employee, Echo Wood (“Complainant”), alleging overcharging property  
24 owners and commingling funds. **NRED 0012.**

25 2. RESPONDENT is the Broker and owner of Southwestern Management And Realty Team  
26 (“SMART”).

27 3. SMART maintained a Chase Bank Owners Trust Account, ending in 9887, wherein  
28 SMART maintained all property owners’ monies of properties managed by SMART. **NRED 0031.**

1 4. SMART also maintained a Bank of Nevada Tenant Trust account, which appears to be  
2 another account maintaining the funds of several SMART property owners. **NRED 0250-0329.**

3 5. RESPONDENT owns 3155 Casey Drive #203, Las Vegas, NV 89120 (the "Casey  
4 Property"). **NRED 0093-0102.**

5 6. The Residential Property Agreement dated August 1, 2019 (the "RPA") for the Casey  
6 Property between RESPONDENT and RESPONDENT's wife, as property owners, and RESPONDENT  
7 as broker for SMART, was on a Great Las Vegas Association of Realtors form revised in November  
8 2019. **NRED 0060-0071.**

9 7. RESPONDENT did not provide another property management agreement for the Casey  
10 Property.

11 8. RESPONDENT leased the Casey Property to the first tenant from June 3, 2019, to  
12 September 30, 2019, and the second tenant from December 27, 2019, to March 31, 2021. **NRED 0080-  
13 0082.**

14 9. On March 2, 2020, the second tenant of the Casey Property executed SMART's  
15 Additional Terms and Conditions Addendum, a SMART's Rent Payments informational form, SMART's  
16 Lease Renewals form, and initialed SMART's Tenants House Rules form. **NRED 0085-0091.**

17 10. On May 11, 2020, RESPONDENT received a distribution from SMART's Owner's Trust  
18 Account in the amounts of \$1,075.00 and \$1,235.00. **NRED 0014.**

19 11. RESPONDENT's Statement of Account for the Casey Property provide that as of June 3,  
20 2019, through March 31, 2021, SMART collected the rental monies for the Casey Property, deposited  
21 those funds into SMART's Owners Trust Account, and distributed said funds to RESPONDENT. **NRED  
22 0030-0031; 0080-0082.**

23 12. RESPONDENT's Trust Account Reconciliations for the Chase Bank Owner Trust  
24 Account show RESPONDENT had personal funds in the Owners Trust Account with funds of other  
25 property owners. **NRED 0182; 0212; 0243.**

26 13. RESPONDENT's Trust Account Reconciliations for the Nevada Bank Tenant Trust  
27 Account show RESPONDENT had personal funds in the account with funds of other property owners.  
28 **NRED 0263; 0283; 0303; 0323.**





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

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

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

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

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

1           7.     RESPONDENT shall bear his own attorney's fees and costs.

2           8.     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 will  
4 recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission  
5 may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by  
6 RESPONDENT before any amendment may be considered effective.

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

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

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

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

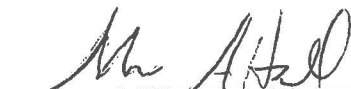
1           13.    Default. In the event of default, RESPONDENT agrees that all of his active licenses and  
2 permits issued by the Division shall be immediately suspended, and the unpaid balance of the  
3 administrative fine and costs, together with any attorney's fees and costs that may have been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

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

10 DATED this 18<sup>th</sup> day of August 2023.

DATED this 18 day of August 2023.

NEVADA DEPARTMENT OF BUSINESS AND  
INDUSTRY, REAL ESTATE DIVISION


11  
12  
13 By:   
14 MARK A. HALL  
15 Respondent

13 By:   
14 SHARATH CHANDRA  
15 Administrator

16 Approved as to form:

17 ROGER P. CROTEAU & ASSOCIATES

AARON D. FORD  
Attorney General

18  
19 By:   
20 ROGER P. CROTEAU (Bar No. 4958)  
21 CHRISTOPHER L. BENNER (Bar No. 8963)  
22 2810 W. Charleston Blvd., Ste. 67  
23 Las Vegas, Nevada 89102  
(702) 254-7775  
*Attorneys for Respondent*

By: /s/ Phil W. Su  
PHIL W. SU (Bar No. 15300)  
Senior Deputy Attorney General  
555 E. Washington Ave. #3900  
Las Vegas, Nevada 89101  
(702) 486-3420  
*Attorneys for Real Estate Division*

