

**BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION**

**IN RE:           RESPONDENT LICENSEES:**

**Resident Broker Licensee TASHIA D. MCGINN (No. 21027)  
Resident Company Licensee PRESTIGE LUXURY RENTALS (No. 24305)  
Resident Company Licensee PRESTIGE LUXURY REALTY (No. 18932)**

**ORDER**

THIS CAUSE came before the Mississippi Real Estate Commission (sometimes hereinafter “Commission”) pursuant to authority of §§73-35-1, *et seq.*, Miss. Code Ann. (1972), as amended. The Commission conducted a hearing on the formal Notice of Hearing served upon Tashia D. McGinn, Broker, individually, and as owner and Responsible Broker for real estate resident company licensees Prestige Luxury Rentals and Prestige Luxury Realty. The hearing was conducted to consider allegations set forth in the Commission’s formal Notice to Show Cause previously served upon Tashia D. McGinn, Broker, individually, and Responsible Broker and owner for real estate company licensees Prestige Luxury Rentals and Prestige Luxury Realty. The hearing was held at the Commission offices located at 4780 I-55 North, Jackson, Mississippi, beginning at 10:45 a.m. on Wednesday, November 20, 2024. The Commission recognized its quorum and opened the hearing. Respondent Licensee Tashia D. McGinn’s name was called out for in the open hearing and in the offices and surroundings of the Mississippi Real Estate Commission. Tashia McGinn was formally noticed but failed to appear at the hearing in her individual capacity, or on behalf of the Prestige Luxury Rentals and Prestige Luxury Realty company licensees. The hearing was conducted with documentary evidence being admitted as exhibits and the verbatim transcript of the hearing being taken by an official court reporter. Based upon the documentary evidence and testimony in the record made at the Commission hearing, the

Commission issues its Findings of Fact, Conclusions of Law, and issues its Disciplinary Order based upon evidence that was clear and convincing.

### FINDINGS OF FACT

#### I.

The Mississippi Real Estate Commission is charged by Mississippi law with the regulation of the licensing and practice of real estate brokers and salespersons in Mississippi, including qualifications for initial and renewal licensure, pursuant to the Real Estate Brokers License Law of 1954, §§73-35-1, *et seq.*, Miss. Code Ann. (1972), as amended. Pursuant to this authority, the Commission has jurisdiction over the parties and of the subject matter herein.

#### II.

Respondent Tashia D. McGinn (sometimes hereinafter “McGinn”) is an adult resident citizen of Mississippi whose last known address of record with the Commission is 2598 Pass Rd., Ste. B, Biloxi, Mississippi 39531. McGinn is the holder of a real estate Broker’s license (No. 21027) issued by the Commission pursuant to §§73-35-1, *et seq.*, Miss. Code Ann. (1972), as amended, and, as such, she is subject to all of the provisions, rules, regulations and statutes governing the practice and licensure of real estate brokers under Mississippi law.

#### III.

Respondent real estate company licensees Prestige Luxury Rentals (Resident Company license No. 24305) and Prestige Luxury Realty (Resident Company license No. 18932) (sometimes hereinafter “Prestige Luxury company licensees”) are Mississippi limited liability companies with last known addresses of record with the Commission being 2598 Pass Rd., Ste. B, Biloxi, Mississippi 39531. The Commission takes record notice that both companies are pending

administrative dissolution by the Mississippi Secretary of State at the time of the Commission hearing. The subject Prestige Luxury company licensees hold Mississippi Resident Company licenses issued by the Commission pursuant to §§73-35-1, *et seq.*, Miss. Code Ann. (1972), as amended, and, as such, are subject to all of the provisions, rules, regulations and statutes governing the practice and licensure of real estate brokerage companies under Mississippi law.

#### IV.

Mississippi Real Estate Commission Investigator Rick Stubblefield (“sometimes hereinafter “Investigator Stubblefield” or “Stubblefield”) was sworn and testified at the hearing. Investigator Stubblefield identified Commission record of the formal Notice of Hearing served upon Respondent McGinn individually and for and on behalf of the Respondent Prestige Luxury company licensees. A copy of the subject Notice of Hearing was introduced into evidence as Exhibit “1” to the hearing.

#### V.

Investigator Stubblefield identified Commission records reflecting the current active licensure of Respondent licensees McGinn and the Prestige Luxury company licensees. Stubblefield explained the relationship between McGinn as a licensed real estate broker, and as the Principal Broker and owner of the Prestige Luxury company licensees. Copies of the respective licenses of McGinn and the Prestige Luxury company licensees were introduced into evidence, collectively, as Exhibit “2” to the hearing.

#### VI.

Investigator Stubblefield described his position as an Investigator for the Commission since 2008 and described for the record his duties as a Commission Investigator, and the processes

and procedures attendant the investigation of sworn complaints submitted to the Commission alleging violations by real estate licensees. Stubblefield testified there were currently pending eleven (11) complaints against McGinn and the Prestige Luxury company licensees on the administrative docket of the Commission.

## VII.

Investigator Stubblefield testified that McGinn had not cooperated fully or timely with the subject complaint investigations. McGinn failed to respond to numerous official Commission requests for information during the referenced Commission investigations. Stubblefield described the general nature of the allegations against McGinn and her property management/realty companies contained in the subject investigations. McGinn's owner principals and tenant customers variously and similarly complained of actions and omissions of substantial and material misrepresentations, failure to account for and/or failure to remit or to timely remit monies coming into her possession which belonged to others, commingling of monies belonging to others with McGinn's personal funds, breaches of her fiduciary duties, and bad faith, incompetency, dishonesty, fraudulent and otherwise improper dealings in the operation and conduct of her licensed property management and real estate brokerage companies.

## VIII.

Investigator Stubblefield testified regarding the alleged facts and circumstances in a specific sworn complaint submitted by a Mr. and Mrs. Harmon who had been tenant customers of McGinn's Prestige Luxury Rentals company. When the subject property owner client of McGinn's began to self-manage their rental property after terminating McGinn's management services, the Harmons began to pay their rent to the property owners directly. Subsequently, the Harmons

requested a refund of their tenant security deposit from Prestige Luxury Rentals in order that the Harmons could then pay over the security deposit directly to the property owner. The Harmons went to the Prestige Luxury offices in an effort to obtain their funds on deposit. Prestige Luxury employee/broker Georgeanna Montalto met with the Harmons and, upon researching their account, agreed they were due a refund of their tenant security deposit and prepared a check in the amount of \$1,000.00 for that purpose. The refund check was drawn on the Prestige Luxury Rentals escrow account maintained at Keesler Federal Credit Union (“Keesler FCU”) and dated June 4, 2024. The Harmons drove directly that same day to Keesler FCU to cash their refund check, but Keesler FCU refused to cash the check based on insufficient funds in the account. The Harmons returned to Keesler FCU the very next day, June 5, and attempted to cash the check again. Yet again, Keesler FCU refused to cash the check as funds were still insufficient. Upset, the Harmons contacted the Prestige Luxury Rentals office for an explanation and assistance. The Harmons were informed that McGinn had instructed that a transfer would be made in order that the necessary funds be available, and to wait twenty minutes and attempt to negotiate the check again. The Harmons waited as instructed and ultimately the check was honored, funds having been transferred by McGinn into the account in an amount sufficient to cover the check issued to the Harmons.

## IX.

Investigator Stubblefield testified regarding his actions and efforts in investigating the allegations submitted in the numerous sworn complaints submitted against McGinn and the Prestige Luxury companies including the complaint submitted by Mr. and Mrs. Harmon. Stubblefield testified he had corresponded directly with McGinn in mid-August, 2024 with a written request for McGinn’s voluntary production of Prestige Luxury company bank records pursuant to the Commission investigation. McGinn ignored the Commission’s request for

voluntary submission of the applicable records. Subsequently, and pursuant to its statutory authority, the Commission served McGinn with a Subpoena Duces Tecum on August 30, 2024 demanding the applicable records. McGinn willfully and contumaciously ignored the lawful subpoena issued by the Commission. Stubblefield testified that, as of the date of the Commission's November 20, 2024 hearing, McGinn had neither responded to the Commission's official written requests for the records, nor complied with the Commission's subpoena demanding production of the records. A copy of written communication between the Commission and McGinn, and of the Subpoena Duces Tecum served upon McGinn were entered into evidence collectively as Exhibit "3" to the hearing.

X.

Investigator Stubblefield testified that, upon McGinn's continuing and willful failure to respond to the Commission's written requests for information, books and records pursuant to its investigations, and contumacious refusal to respond to the Commission's lawful subpoena for same, McGinn was personally served on September 9, 2024 with a Notice to Show Cause issued by the Commission which informed McGinn a hearing would be set for her to appear before the Commission to show cause why her real estate license(s) should not be revoked or otherwise sanctioned for her failure or willful and contumacious refusal to cooperate with the Commission's lawful investigations of the numerous complaints pending before the Commission. A copy of the Notice to Show Cause served upon McGinn and the Prestige Luxury companies was introduced into evidence as Exhibit "4" to the hearing.

## XI.

Investigator Stubblefield testified the Commission subsequently obtained copies of the applicable and relevant Prestige Luxury company bank records from Keesler Federal Credit Union through service of a Subpoena Duces Tecum directly upon Keesler FCU on or about September 24, 2024. In response to questions from Commission Complaint Counsel William Hussey, Investigator Stubblefield identified the Prestige Luxury company bank records received from Keesler FCU and testified regarding his review and analysis of the subject bank records. A copy of the subpoena served upon Keesler FCU, and corresponding Prestige Luxury company bank account records, including for the subject Prestige Luxury Rentals escrow account, were introduced into evidence collectively as Exhibit “5” to the hearing.

## XII.

In response to questions from Commission Complaint Counsel regarding the sworn complaint submitted by Mr. and Mrs. Harmon regarding the dishonored security deposit refund, Investigator Stubblefield testified that he was able to corroborate the Harmons’ allegations upon review of the attendant Keesler FCU records introduced into evidence and which records had been individually labeled pages KEESLER\_001-KEESLER\_213. Stubblefield testified that pages 40-41 of the records reflected the front and back of the Prestige Luxury Rentals escrow account check, no. 5365, payable to Ray & Dianne Harmon in the amount of \$1,000.00, which check had been dishonored twice when presented in person at the bank. On the back of the check was the notation “N” which was explained to the Harmons to represent the status of having been presented and dishonored for “non-sufficient funds.” Stubblefield next testified regarding pages 12-13 of the Keesler FCU records which pages reflected the two-page Prestige Luxury Rentals escrow account statement for the relevant June, 2024 statement period. On page 1 of the statement (Exhibit 5,

page KEESLER\_012), the balance of the escrow account as of June 4, 2024 was \$505.98, clearly insufficient to cover the \$1,000.00 check tendered for the Harmons' security deposit refund that same date. Page 2 of the statement (Exhibit 5, page KEESLER\_013) reflected the transfer of funds in the amount of \$2,000.00 into the subject escrow account from another McGinn controlled account on June 5, 2024. This corroborates the Harmons' allegation regarding the date upon which the Harmons were able to successfully negotiate the check at Keesler FCU, the same June 5 date the Harmons alleged they were instructed to wait 20 minutes for McGinn to transfer funds into the escrow account in an amount sufficient for the check to clear. Further, Page 2 of the subject statement reflects the check tendered to the Harmons on June 4, 2024 (#5365) cleared the escrow account that same date.

### XIII.

Investigator Stubblefield next identified additional evidence of improper accounting and missing funds in the Prestige Luxury Rentals escrow account. Stubblefield identified page KEESLER\_044 from the Keesler FCU records which reflected a check #5363 dated April 29, 2024 and made payable to Shoreline Property Management in the amount of \$1,750.00. This check's memorandum line reflected the check was tendered for "... Tenants Security Deposit transfer" from Prestige Luxury Rentals to Shoreline Property Management. Page KEESLER\_015 reflected page 2 of the May, 2024 Prestige Luxury Rentals escrow account statement. Stubblefield testified the referenced statement reflected that check #5363 made payable to Shoreline Property Management had been presented to Keesler FCU for payment on May 10, 2024 when the account contained only \$1230.98, an amount insufficient to cover the check. The account was charged a \$25.00 "Withdrawal Overdrawn" fee that date. Days later, the exact amount of the subject check,



\$1,750.00 was transferred into the account from another McGinn controlled account. The original check to Shoreline, #5363, was presented again for payment and cleared.

#### XIV.

In response to questions from Commission Complaint Counsel, Investigator Stubblefield testified that during the course of his career in investigations for the Mississippi Real Estate Commission, he had investigated numerous cases involving real estate brokerage escrow accounts. Stubblefield testified based on his years of experience, knowledge, and training that a check written on a real estate escrow account should never be dishonored for insufficient funds because by their very nature, escrow accounts contain funds and monies held in trust for others. Escrow funds are never the property of the real estate broker.

#### XV.

Investigator Stubblefield next identified a document only recently obtained by the Commission during its investigation of the numerous complaints pending against McGinn and her companies on the Commission's administrative docket. Stubblefield identified a document containing a two-page letter from a law firm based in Lawrence, New York and which document was titled "UCC LIEN NOTICE." Testimony at the hearing identified the addressed recipient of the lien notice document as a tenant of a property under management by Prestige Luxury Rentals. Included with the lien notice were documents reflecting UCC financing statement filings with the Mississippi Secretary of State. Additionally included was a copy of underlying loan/financing documentation reflecting Respondent Tashia D. McGinn's execution of documents whereby a New Jersey "funding" entity, Epic Advance, had purchased \$75,000 of Prestige Luxury companies' "receipts" in exchange for a loan/payment to McGinn in the amount of \$50,000.00. The documents

reflected McGinn had pledged all “payments, receipts, settlements and funds paid to or received by or for the account of [Prestige Luxury companies] from time to time on and after [the purchase date] in payment or settlement of [Prestige Luxury companies’] existing and future accounts, payment intangibles, credit, debit... contract rights and other entitlements arising from or relating to the payment of monies from [Prestige Luxury companies’] customers and/or other obligors... until the Purchased Amount has been delivered by or on behalf of [Prestige Luxury companies] to [Epic Advance]... Testimony and documents introduced at the hearing established that McGinn had pledged monies, purported to be receivables, in guaranty for this essential loan/advance of funds, including funds to be collected in the future from tenants of properties under management by her Prestige Luxury Rentals company, when, in fact, said rental payment funds were not true “receivables” or “revenue” for her company. The referenced UCC Lien Notice mailed to a certain tenant of a property managed by McGinn’s company demanded the tenant remit all future rent payments directly to the law firm attempting to collect the debt owed by McGinn and her companies, and not to Prestige Luxury Rentals, under penalty and threat of litigation. Rental payments collected from tenants by a property management broker are actually collected in trust for the property owner subject to an agreed commission percentage or other agreed compensation terms and are not otherwise the property or brokerage revenue of the broker. The subject “receivables” purchase agreement, UCC financing statement and UCC Lien Notice were introduced into evidence collectively as Exhibit “6” to the hearing.

## XVI.

Prestige Luxury companies’ employee/Broker Associate Georgeanna Montalto (“Montalto”) testified at the hearing under subpoena from the Commission. The Administrative Hearing Witness Subpoena commanding Montalto’s hearing testimony was introduced as Exhibit

“7” to the hearing. Montalto testified she had worked for the Prestige Luxury companies for approximately five years and that November 8, 2024 had been the last day she reported to the office. Montalto testified she had last seen McGinn in the office in mid-September and last heard from her on October 22, 2024.

#### XVII.

In response to questions from Commission Complaint Counsel regarding allegations against McGinn of failure to manage and supervise her brokerage and licensees, Montalto testified she began noticing problems with McGinn’s management and supervision approximately two years prior. McGinn was not coming in regularly and was not timely processing owner payments for their rental properties under management with Prestige Luxury Rentals. Only McGinn was able to process/release owner payment funds and the agreed payments started being processed by McGinn later and later each month. Later, some owner payments were not processed at all in the months in which they were due.

#### XVIII.

Montalto remembered a conversation with Mr. and Mrs. Harmon who had filed a sworn complaint with the Commission regarding their tenant security deposit refund check which had been dishonored twice when they had presented same to the teller at Keesler Federal Credit Union. Montalto witnessed McGinn inform the Harmons to “give her 20 minutes to transfer funds into the [escrow] account” in order the Harmons’ check would be honored.

#### XIX.

Montalto testified she had printed an Accounts Payables Report (“A/P Aging Summary”) for Prestige Luxury Rentals as she was leaving the office on her final day November 8, 2024. A

copy of the A/P Aging Summary was introduced into evidence as Exhibit “8” to the hearing. Montalto testified that only McGinn could update the financial statements using the company’s bookkeeping software, but Montalto believed that as of November 8, 2024, property owners under management or formerly under management with Prestige Luxury Rentals were still owed approximately \$178,000.00 and that unrefunded tenant security deposits/tenant payments totaled approximately \$45,000.00. Montalto testified she was personally aware of licensees under McGinn who were owed commissions from real estate sales and/or who had commission checks that were dishonored by the bank.

XX.

Montalto testified she had personally not been paid since September, 2024 yet continued to work at the office, despite not seeing McGinn in the office since mid-September. Before leaving the Prestige Luxury companies’ office for the last time, Montalto notified all owners of properties still under management they should seek a new property management company. Montalto testified she knew that McGinn would fail to reach out to her property owner clients. Montalto testified she also recommended to those licensees still under McGinn as Responsible Broker they should seek a new Broker.

#### CONCLUSIONS OF LAW

XXI.

The Commission finds, upon clear and convincing evidence introduced at the Commission hearing of this cause, the above and foregoing described facts, and actions and omissions of Tashia D. McGinn, broker, individually and for and on behalf of her licensed companies Prestige Luxury Rentals and Prestige Luxury Realty, constitute violations of the Real Estate Brokers License Act of 1954, §§73-35-1, *et seq.*, Miss. Code Ann. (1972), as amended, and the Rules and Regulations

of the Commission and, more specifically, §73-35-21(1), §73-35-23(3) and Commission Rules 3.1, 3.4, 4.2 and 5.3 which provide, in relevant parts:

§73-35-21(1): ...[T]he Commission may, upon its own motion... hold a hearing ...for the refusal of license or for the suspension or revocation of a license previously issued, or for such other action as the commission deems appropriate. The commission shall have full power to refuse a license for cause or to revoke or suspend a license ...where the licensee in performing or attempting to perform any of the acts mentioned herein, is deemed to be guilty of:

(a) Making any substantial misrepresentation in connection with a real estate transaction;

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(c) Pursuing a continued and flagrant course of misrepresentation...

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(f) Failing, within a reasonable time, to account for or remit any monies coming into his or her possession which belong to others, or commingling of monies belonging to others with his own funds...

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(n) Any act or conduct, whether of the same or a different character than hereinabove specified, which constitutes or demonstrates bad faith, incompetency or untrustworthiness, or dishonest, fraudulent or improper dealing...

§73-35-23(3): The Commission is hereby authorized and empowered to issue subpoenas for the attendance of witnesses and the production of books and papers...

§73-35-23(4): Where in any proceeding before the commission any witness shall fail or refuse to attend upon subpoena issued by the commission, shall refuse to testify, or shall refuse to produce any books and papers the production of which is called for by the subpoena, the attendance of such witness and the giving of his testimony and the production of the books and papers shall be enforced by any court of competent jurisdiction of this state...

RULE 3.1A: It shall be the duty of the responsible broker to instruct the licensees licensed under that broker in the fundamentals of real estate practice, ethics of the profession and the Mississippi Real Estate License Law and to exercise supervision of their real estate activities for which a license is required.

RULE 3.1F: Any licensee who fails in a timely manner to respond to official Mississippi Real Estate Commission written communication or who fails

or neglects to abide by Mississippi Real Estate Commission's Rules and Regulations shall be deemed, prima facie, to be guilty of improper dealing.

**RULE 3.4C:** Accurate records shall be kept on escrow accounts of all monies received, disbursed, or on hand. All monies shall be individually identified as to a particular transaction. Escrow records shall be kept in accordance with standard accounting practices and shall be subject to inspection at all times by the Commission.

Monies received in a trust account on behalf of clients or customers are not assets of the broker;...

**RULE 4.2G:** "Fiduciary Responsibilities" are those duties due the principal (client) in a real estate transaction are:

- (1) 'Loyalty' –the agent must put the interests of the principal above the interests of the agent or any third party.
- (2) 'Obedience' –the agent agrees to obey any lawful instruction from the principal in execution of the transaction that is the subject of the agency.
- (3) 'Disclosure' –the agent must disclose to the principal any information the agent becomes aware of in connection with the agency.  
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- (5) 'Reasonable skill, care and diligence' –the agent must perform all duties with the care and diligence which may be reasonably expected of someone undertaking such duties.
- (6) 'Full accounting' –the agent must provide a full accounting of any money or goods coming into the agent's possession which belong to the principal or other parties.

**RULE 5.3:** Investigations of Complaints.

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- D. Licensees will be required to submit their entire work file/ documentation of the real estate transaction(s) at issue, along with Affidavit, and his/her written, notarized response to the allegations, within ten (10) days of the date of service of written notice upon the licensee(s) and his/her Responsible Broker(s)...

DISCIPLINARY ORDER

Having issued its Findings of Fact and Conclusions of Law based upon clear and convincing evidence introduced at the Commission hearing of the above styled cause, the Commission hereby issues its Disciplinary Order as follows:

1. The real estate license of Tashia D. McGinn, Broker, is hereby REVOKED, and the license file of Tashia D. McGinn, No. 21027, is hereby PERMANENTLY CLOSED.
2. The real estate Company license of Prestige Luxury Rentals is hereby REVOKED, and the real estate Company license file of Prestige Luxury Rentals, No. 24305, is hereby PERMANENTLY CLOSED.
3. The real estate Company license of Prestige Luxury Realty is hereby REVOKED, and the real estate Company license file of Prestige Luxury Realty, No. 18932, is hereby PERMANENTLY CLOSED.

This Order shall become effective thirty (30) days from the date of this Order.

THIS the 25 day of November, 2024.



MISSISSIPPI REAL ESTATE COMMISSION

By: Vicki Blackwell  
VICKI BLACKWELL, Chairperson, For and on  
Behalf of the Mississippi Real Estate Commission