BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. THOMAS J. LOVE, Respondent.	**Case No. 2019-723** FILED MAY 15 2020 REAL ESTATE COMMISSION BY Evelyn Pattle

COMPLAINT AND NOTICE OF HEARING

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies THOMAS J. LOVE ("RESPONDENT") of an administrative hearing before the STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be held pursuant to Chapters 233B and Chapter 645 of the Nevada Revised Statutes ("NRS") and Chapter 645 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if the RESPONDENT should be subject to an administrative penalty as set forth in NRS 645.633 and/or NRS 645.630 and/or NRS 622.400, and the discipline to be imposed, if violations of law are proven.

JURISDICTION

RESPONDENT at all relevant times mentioned in this Complaint was licensed by the Division as a broker. He 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 is licensed by the Division as a broker under license number B.0000514.LLC, said license being issued on April 3, 2006 and is currently in active status.

2. Dr. Bindu Khanna ("Complainant") was the owner of a certain residential real property, known as Clark County Assessor's Parcel No. 137-26-415-053, commonly known as 11392 Orazio Drive in Las Vegas, Nevada 89138 (the "Property").

3. Complainant initially listed the Property for sale with Nationwide Realty LLC ("Nationwide") and Steve Zaic was her agent.

4. Complainant's first listing of the Property with Nationwide expired toward the end of March of 2019.

5. After Complainant's initial listing expired, RESPONDENT and his staff began repeatedly calling Complainant to get her to list the Property with his brokerage.

6. Complainant stated in her complaint to the Division that she ignored RESPONDENT's calls.

7. On May 1, 2019, Complainant signed a subsequent listing agreement with Nationwide titled Exclusive Authorization and Right to Sell, Exchange, or Lease Brokerage Listing Agreement ("Nationwide Listing Agreement") with an effective date beginning on May 3, 2019 and expiring on August 2, 2019.

8. After Complainant signed the Nationwide Listing Agreement, RESPONDENT and his staff continued to market his brokerage to Complainant to list the Property.

9. Complainant eventually met with RESPONDENT at her home on June 8, 2019.

10. Complainant stated in her complaint to the Division, that when she met with RESPONDENT, she informed him that the Property was still listed under the Nationwide Listing Agreement, she did not know when the agreement expired, and stated that she would entertain having RESPONDENT's brokerage list the Property once the Nationwide Listing Agreement expired.

11. Despite that he knew, or should have known, that Complainant was subject to the Nationwide Listing Agreement, RESPONDENT induced Complainant to enter into an exclusive listing agreement with his brokerage for the Property.

12. On June 8, 2019, Complainant entered into an Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement with the Tom Love Group effective June 20, 2019, and expiring on June 30, 2020 ("Love Listing Agreement").

13. The Love Listing Agreement provided that RESPONDENT would receive 7 percent of the gross selling price of the Property as a commission in the event the Property sold.

14. On June 10, 2019, two days after meeting Complainant at her home to discuss listing the Property, and 10 days before the Love Listing Agreement went into effect, RESPONDENT emailed Complainant

and stated that the MLS listing still showed that the Property was subject to an exclusive listing with another brokerage and that he was providing her a sample required change order to "unconditionally withdraw your home from the MLS and market with no further obligation to the agent or the agent broker."

15. RESPONDENT then continued to send multiple correspondences to Complainant stating that if she did not obtain the unconditional withdrawal from the other brokerage that she was at risk for owing two commissions under each exclusive listing agreement.

16. On June 24, 2019, just four days after the Love Listing Agreement was effective, Complainant accepted an offer from a buyer through Nationwide to purchase the Property.

17. RESPONDENT submitted the Love Listing Agreement to the title company Complainant was using to close the sale of her Property to attempt to collect his commission under the Love Listing Agreement, even asking the title company if he could record a lien against the Property for the amount of the commission he claimed was owed to him.

18. Thereafter, RESPONDENT sent correspondence to Complainant, demanding his commission under the Love Listing Agreement.

19. On June 24, 2019, Complainant filed a complaint with the Division regarding her dealings with RESPONDENT in listing the Property.

20. On June 25, 2019, Nationwide's broker, Cynthia Lujan ("Lujan"), also filed a complaint with the Division regarding RESPONDENT's dealings with Complainant in listing her Property.

21. Lujan stated in her complaint to the Division that Complainant had told her that RESPONDENT repeatedly advertised to her and then met with her in person during Nationwide's listing period for a listing presentation.

22. Lujan also stated to the Division that RESPONDENT told Complainant that "they" would make a good team because she was beautiful and they both made a lot of money and that RESPONDENT had sent Complainant flowers and asked her to dinner.

23. Lujan also stated to the Division that RESPONDENT told Complainant that she had signed a property management agreement to handle the leasing of the Property which had never been provided to Complainant, and sent repeated messages, emails and letters threatening legal action if he was not paid

his commission, and made unsubstantiated and unfounded claims about Nationwide, its broker, and its agent to Complainant.

24. Lujan stated that Complainant requested her assistance to stop receiving these types of communications from RESPONDENT.

25. On June 27, 2019, the Division properly notified RESPONDENT it had opened a case against him based on the complaint and requested his transaction files for the Property and a response.

26. In the documents provided by RESPONDENT to the Division, a listing from the MLS dated May 30, 2019, shows the Property is listed with Steve Zaic of Nationwide.

27. The MLS listing for the Property dated May 30, 2019, also has a hand written note dated May 31, 2019, stating, "spoke to Dr. She is concerned about commission & if she will actually get me or a staff member."

28. The MSL Listing for the Property dated June 10, 2019, provided by RESPONDENT also shows that the Property is listed with Steve Zaic of Nationwide.

29. RESPONDENT knew as early as May 30, 2018, that the Property had an active listing with another broker, yet induced Complainant into signing the listing agreement with his brokerage on June 8, 2019.

30. RESPONDENT failed to act reasonably to ensure the Nationwide Listing Agreement had expired prior to inducing Complainant into signing a listing with his brokerage.

31. On September 30, 2019, the Division issued RESPONDENT a Notice of Violation with Imposition of Administrative Fine ("Notice"), finding that RESPONDENT violated NRS 645.630(1)(l) when he was aware as of May 30, 2019, that Complainant had an active listing with a different brokerage but had Complainant sign the Love Living Agreement.

32. The Notice further stated RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(1) when RESPONDENT failed to disclose to Complainant until after Complainant signed the Love Listing Agreement, that her signing the Love Listing Agreement while having a listing agreement with another brokerage could require her to pay commissions under both brokerage agreements,

33. The Notice also stated RESPONDENT violated NRS 645.633 pursuant to NAC 645.605(1) by informing Complainant what form was required to withdraw unconditionally from the Nationwide

Listing and emailed Complainant that form.

34. The Notice issued by the Division imposed a fine in the amount of $1,000 dollars against RESPONDENT.

35. Thereafter Complainant hired Michael E. Stoberski, Esq. of Olson, Cannon, Angulo & Stoberski to appeal the Division's Notice and to represent him in a civil lawsuit against Complainant to collect the commission he claims is owed under the Love Listing Agreement.

36. Mr. Stoberski filed an appeal with the Division regarding the Notice.

37. On November 21, 2019, the Division properly notified RESPONDENT through his counsel that it was bringing a complaint for hearing before the Nevada Real Estate Commission.

VIOLATIONS

38. RESPONDENT violated NRS 645.630(1)(l) by knowing that Complainant had an activing listing with Nationwide and then by inducing her to enter into the listing agreement with his brokerage.

39. RESPONDENT violated NRS 645.30(1)(h) pursuant to NAC 645.605(1)(h) when he failed to disclose to Complainant until after she signed the Love Listing Agreement, that her signing the Love Listing Agreement prior to the Nationwide Listing Agreement expiring, could result in her owing two commissions

40. RESPONDENT violated NRS 645.30(1)(h) pursuant to NAC 645.605(1)(h) when he informed Complainant what form to use to withdraw unconditionally from the Nationwide Agreement and when he emailed her that form.

DISCIPLINE AUTHORIZED

1. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose an administrative fine of up to $10,000 per violation against RESPONDENT and further to suspend, revoke or place conditions on the license of RESPONDENT.

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

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

NOTICE OF HEARING

PLEASE TAKE NOTICE, that a disciplinary hearing has been set to consider the Administrative Complaint against the above-named Respondent in accordance with Chapters 233B and 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada Administrative Code.

THE HEARING WILL TAKE PLACE on June 16, 2020 commencing at 9:00 a.m., or as soon thereafter as the Commission is able to hear the matter, and each day thereafter commencing at 9:00 a.m. through June 18, 2020, or earlier if the business of the Commission is concluded. The Commission meeting will be held on June 16, 2020, at the Nevada State Business Center, 3300 West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102. The meeting will continue on June 17, 2020, at the Nevada State Business Center, 3300 West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102, commencing at 9:00 a.m., and on June 18, 2020, should business not be concluded, starting at 9:00 a.m. at the Nevada State Business Center, 3300 West Sahara Avenue, 4th Floor – Tahoe Room, Las Vegas, Nevada 89102.

STACKED CALENDAR: Your hearing is one of several hearings scheduled at the same time as part of a regular meeting of the Commission that is expected to last from June 16, 2020, through June 18, 2020, or earlier if the business of the Commission is concluded. Thus, your hearing may be continued until later in the day or from day to day. It is your responsibility to be present when your case is called. If you are not present when your hearing is called, a default may be entered against you and the Commission may decide the case as if all allegations in the complaint were true. If you have any questions please call Evelyn Pattee, Commission Coordinator (702) 486-4074.

YOUR RIGHTS AT THE HEARING: except as mentioned below, the hearing is an open meeting under Nevada's open meeting law, and may be attended by the public. After the evidence and arguments, the commission may conduct a closed meeting to discuss your alleged misconduct or professional competence. You are entitled to a copy of the transcript of the open and closed portions of the meeting, although you must pay for the transcription.

As the Respondent, you are specifically informed that you have the right to appear and be heard in your defense, either personally or through your counsel of choice. At the hearing, the Division has the

burden of proving the allegations in the complaint and will call witnesses and present evidence against you. You have the right to respond and to present relevant evidence and argument on all issues involved. You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any matter relevant to the issues involved.

You have the right to request that the Commission issue subpoenas to compel witnesses to testify and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.875.

The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC 645 and if the allegations contained herein are substantially proven by the evidence presented and to further determine what administrative penalty is to be assessed against the RESPONDENT, if any, pursuant to NRS 645.235, 645.633 and or 645.630.

DATED this 8th day of May, 2020.

State of Nevada
Department of Business and Industry
Real Estate Division

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