

FILED

JUL 30 2018

REAL ESTATE COMMISSION
BY *[Signature]*

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2016-2900

Petitioner,

vs.

GLEN D. KUNOFSKY,

Respondent.

DECISION

This matter came on for hearing before the Nevada Real Estate Commission, State of Nevada ("Commission") on Thursday, June 14, 2018, at the Nevada Division of Insurance, 1818 East College Parkway, Suite 103, Carson City, Nevada. Respondent Glen D. Kunofsky ("Respondent") appeared and testified at the hearing, and was represented by legal counsel, Jill B. Rowe, Esq. and Katherine L. Hoffman, Esq. Keith E. Kizer, Senior Deputy Attorney General, appeared and prosecuted the Complaint on behalf of petitioner Sharath Chandra, Administrator of the Real Estate Division, Department of Business & Industry, State of Nevada ("Division").

The matter having been submitted for decision based upon the allegations of the Complaint, the Commission now enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

The Commission, based upon the evidence presented during the hearing, finds that there is substantial evidence in the record to establish each of the following:

1. Respondent has never been licensed by the Division in any capacity.
2. Respondent has never held a Cooperative Certificate from the Division.
3. At all times relevant to this Complaint, Respondent was affiliated with Marcus & Millichap Real Estate Investment Services Inc. ("M&M") in New York, New York, and was licensed by New York State as an Associate Broker, License No. 10301203289.

1 4. Gaurab Reja ("Reja") holds no broker, broker-salesperson or salesperson license issued
2 by the Division.

3 5. At all times relevant to this Complaint, Reja was affiliated with M&M in New York,
4 New York, and was licensed by New York State as a Salesperson, License No. 10401283734.

5 6. Edward Otocka ("Otocka") holds no broker, broker-salesperson or salesperson license
6 issued by the Division.

7 7. At all times relevant to this Complaint, Otocka was affiliated with M&M in New York,
8 New York, and was licensed by New York State as a Salesperson, License No. 10401232117.

9 8. Anthony D. D'Ambrosia ("D'Ambrosia") holds no broker, broker-salesperson or
10 salesperson license issued by the Division.

11 9. At all times relevant to this Complaint, D'Ambrosia was affiliated with M&M in New
12 York, New York, and was licensed by New York State as a Salesperson, License No. 10401263344.

13 10. James E. Ventura ("Ventura") holds no broker, broker-salesperson or salesperson license
14 issued by the Division.

15 11. At all times relevant to this Complaint, Ventura was affiliated with M&M in New York,
16 New York, and was licensed by New York State as an Associate Broker, License No. 10301207395.

17 **2341 Comstock Drive, Las Vegas, Nevada**

18 12. On or about February 23, 2016, Respondent and Otocka signed an "INTERSTATE
19 BROKERAGE COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing
20 of real property located at 2341 Comstock Drive, Las Vegas, Nevada ("Academy of Excellence").

21 13. That agreement provides that "NO OUT-OF-STATE AGENT INFORMATION
22 SHALL BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS." (Emphasis in
23 original.)

24 14. On or about February 23, 2016, Otocka signed a Representation Agreement (Exclusive
25 Right to Sell or Exchange), which included Academy of Excellence.

26 15. Advertising for the offering for sale of Academy of Excellence stated it was being listed
27 by Respondent, Reja and Otocka for \$16,708,330.00.

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1 **2020 Reno Highway, Fallon, Nevada**

2 16. On or about May 19, 2016, Respondent signed an "INTERSTATE BROKERAGE
3 COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing of real property
4 at 2020 Reno Highway, Fallon, Nevada ("Walgreens").

5 17. That agreement provides that "NO OUT-OF-STATE AGENT INFORMATION
6 SHALL BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS." (Emphasis in
7 original.)

8 18. Advertising for the offering for sale of Walgreens stated it was being listed by
9 RESPONDENT, Ventura and D'Ambrosia for \$5,217,391.00.

10 19. Ventura and D'Ambrosia presented Market Positioning & Pricing Analysis material on
11 Walgreens.

12 20. On or about July 7, 2016, D'Ambrosia received a "Letter of Intent" to purchase
13 Walgreens for \$5,000,000.00 from SMBSIRIS, LLC.

14 21. On or about July 6, 2016, the Division sent Respondent a Cease & Desist Order.

15 22. On or about July 6, 2016, the Division sent D'Ambrosia a Cease & Desist Order.

16 23. On or about July 6, 2016, the Division sent Ventura a Cease & Desist Order.

17 24. On or about July 6, 2016, the Division sent Otocka a Cease & Desist Order.

18 25. On or about July 6, 2016, the Division sent Reja a Cease & Desist Order.

19 26. On or about October 27, 2016, Walgreens sold for \$5,084,745.00.

20 27. According to M&M, Respondent received \$60,181.35 in gross commission, and
21 \$34,699.70 in net commission, from the Walgreens sale.

22 **5015 Kietzke Lane, Reno, Nevada**

23 28. On or about September 28, 2015, GGC Real Estate Investments I, L.P. ("GGC"), the
24 owner of real property located at 5015 Kietzke Lane, Reno, Nevada ("Red Lobster Reno"), entered into
25 a Representation Agreement with M&M for the exclusive right to sell or exchange Red Lobster Reno.

26 29. In that Representation Agreement, M&M acknowledges and agrees that Respondent's
27 affiliation with M&M "is material to" M&M's engagement by GGC.

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1 30. On or about September 28, 2015, Respondent signed an “INTERSTATE BROKERAGE
2 COOPERATION AGREEMENT – TURF STATE” regarding the sale and marketing of Red Lobster
3 Reno.

4 31. That agreement provides that “NO OUT-OF-STATE AGENT INFORMATION SHALL
5 BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS.” (Emphasis in original.)

6 32. Advertising for the offering for sale of Red Lobster Reno listed the phone number and
7 address of Respondent’s M&M branch in New York, New York as the contact information.

8 33. On or about June 27, 2016, Red Lobster Reno sold for \$5,218,000.00.

9 34. According to M&M, Respondent received \$49,571.00 in gross commission, and
10 \$34,699.70 in net commission, from the Red Lobster Reno sale.

11 35. Respondent engaged in the offering, soliciting, and/or listing of Red Lobster Reno for
12 another and for compensation or with the intention or expectation of receiving compensation.

13 **2325 East Flamingo Road, Las Vegas, Nevada**

14 36. On or about September 28, 2015, GGC, the owner of real property located at 2325 East
15 Flamingo Road, Las Vegas, Nevada (“Red Lobster Las Vegas”), entered into a Representation
16 Agreement with M&M for the exclusive right to sell or exchange Red Lobster Las Vegas.

17 37. In that Representation Agreement, M&M acknowledges and agrees that Respondent’s
18 affiliation with M&M “is material to” M&M’s engagement by GGC.

19 38. On or about September 28, 2015, Respondent signed an “INTERSTATE BROKERAGE
20 COOPERATION AGREEMENT – TURF STATE” regarding the sale and marketing of Red Lobster
21 Las Vegas.

22 39. That agreement provides that “NO OUT-OF-STATE AGENT INFORMATION SHALL
23 BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS.” (Emphasis in original.)

24 40. Advertising for the offering for sale of Red Lobster Las Vegas stated it was being listed
25 by RESPONDENT for \$6,860,683.00.

26 41. On or about August 22, 2016, Red Lobster Las Vegas sold for \$6,265,461.00.

27 42. According to M&M, Respondent received \$199,511.35 in commission from the Red
28 Lobster Las Vegas sale.

1 43. Respondent engaged in the offering, soliciting, and/or listing of Red Lobster Las Vegas
2 for another and for compensation or with the intention or expectation of receiving compensation.

3 **570 Marks Street, Henderson, Henderson, Nevada**

4 44. On or about September 28, 2015, GGC, the owner of real property located at 570 Marks
5 Street, Henderson, Nevada ("Red Lobster Henderson"), entered into a Representation Agreement with
6 M&M for the exclusive right to sell or exchange Red Lobster Henderson.

7 45. In that Representation Agreement, M&M acknowledges and agrees that Respondent's
8 affiliation with M&M "is material to" M&M's engagement by GGC.

9 46. On or about September 28, 2015, Respondent signed an "INTERSTATE BROKERAGE
10 COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing of Red Lobster
11 Henderson.

12 47. That agreement provides that "NO OUT-OF-STATE AGENT INFORMATION SHALL
13 BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS." (Emphasis in original.)

14 48. Advertising for the offering for sale of Red Lobster Henderson stated it was being listed
15 by Respondent for \$6,018,676.00.

16 49. On or about July 1, 2016, Red Lobster Henderson sold for \$5,935,000.00.

17 50. According to M&M, Respondent received \$56,382.50 in gross commission, and
18 \$39,467.75 in net commission, from the Red Lobster Henderson sale.

19 51. Respondent engaged in the offering, soliciting, and/or listing of Red Lobster Henderson
20 for another and for compensation or with the intention or expectation of receiving compensation.

21 **1625 South Decatur Blvd., Las Vegas, Nevada**

22 52. On or about June 18, 2015, the owner of real property located at 1625 South Decatur
23 Blvd., Las Vegas, Nevada ("ARCO"), entered into a Representation Agreement with M&M for the
24 exclusive right to sell or exchange ARCO.

25 53. On or about June 18, 2015, Respondent signed an "INTERSTATE BROKERAGE
26 COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing of ARCO.

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1 54. That agreement provides that "NO OUT-OF-STATE AGENT INFORMATION SHALL
2 BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS." (Emphasis in original.)

3 55. Advertising for the offering for sale of ARCO stated it was being listed by Respondent
4 for \$3,040,000.00.

5 56. Respondent engaged in the offering, soliciting, and/or listing of ARCO for another and
6 for compensation or with the intention or expectation of receiving compensation.

7 **CONCLUSIONS OF LAW**

8 The Commission, based upon the preponderance of the evidence, makes the following legal
9 conclusions:

10 1. Respondent received proper notice of the hearing pursuant to NRS Chapters 645 and
11 233B and NAC Chapter 645.

12 2. Respondent violated NRS 645.230(1)(a) and/or NRS 645.235(1)(a) on six (6) occasions
13 by engaging in the business of, acting in the capacity of, or advertising or assuming to act as a real
14 estate broker, real estate broker-salesperson, or real estate salesperson within the State of Nevada
15 without first obtaining the appropriate license or certificate from the Division.

16 **ORDER**


17 IT IS HEREBY ORDERED that Respondent shall pay to the Division a total fine of
18 \$301,212.99. The total fine reflects a fine of \$300,000.00 for the above violations of law plus
19 \$1,212.99 for hearing and investigative costs. Respondent shall pay the total fine to the Division within
20 six months of the effective date of this Order. The Division may institute debt collection proceedings
21 for failure to timely pay the total fine.

22 The Commission retains jurisdiction for correcting any errors that may have occurred in the
23 drafting and issuance of this Decision.

24 This Order shall become effective on the 30th day of August, 2018.

25 DATED this 30th day of July, 2018.

26 REAL ESTATE COMMISSION
27 STATE OF NEVADA

28 By: 
President, Nevada Real Estate Commission