

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. 2017-1466

Petitioner,

vs.

PERRY A. WHITE,

Respondent.

DECISION

This matter came on for hearing before the Nevada Real Estate Commission, State of Nevada ("Commission") on Wednesday, June 13, 2018, at the Nevada Division of Insurance, 1818 East College Parkway, Suite 103, Carson City, Nevada. Respondent Perry A. White ("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 was licensed as a Broker by the Division under license number B.0034578.CORP, until November 7, 2016. That license, which was first issued in or about 1994, is currently in inactive status.

2. Respondent is licensed by the Division as a Broker Salesperson under license number BS.0034578, and is currently in active status.

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1 3. At all times relevant to this Complaint, Respondent was the broker for Marcus &
2 Millichap Real Estate Investment Services of Nevada, Inc. ("Marcus & Millichap").

3 4. Glen D. Kunofsky ("Kunofsky") holds no broker, broker-salesperson or salesperson
4 license issued by the Division.

5 5. At all times relevant to this Complaint, Kunofsky was affiliated with Marcus &
6 Millichap Real Estate Investment Services Inc. ("M&M") in New York, New York, and was licensed
7 by New York State as an Associate Broker, License No. 10301203289.

8 6. Gaurab Reja ("Reja") holds no broker, broker-salesperson or salesperson license issued
9 by the Division.

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

12 8. Edward Otocka ("Otocka") holds no broker, broker-salesperson or salesperson license
13 issued by the Division.

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

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

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

20 12. James E. Ventura ("Ventura") holds no broker, broker-salesperson or salesperson license
21 issued by the Division.

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

24 **2341 Comstock Drive, Las Vegas, Nevada**

25 14. On or about February 23, 2016, Respondent signed a Representation Agreement for the
26 sale of real property located at 2341 Comstock Drive, Las Vegas, Nevada ("Academy of Excellence").

27 ...

1 15. That Representation Agreement lists, and is signed by, Otocka as the Agent for the seller
2 of Academy of Excellence.

3 16. On a Duties Owed by a Nevada Real Estate Licensee form dated February 23, 2016,
4 Respondent is listed as the Broker for the seller of Academy of Excellence.

5 17. That Duties Owed form provides that Respondent shall abide “by all other duties,
6 responsibilities and obligations required of the licensee in law or regulations.”

7 18. The seller’s name is not listed on that Duties Owed form.

8 19. On a Consent to Act form dated February 23, 2016, Respondent is listed as the Broker
9 for the seller of Academy of Excellence.

10 20. On or about February 23, 2016, Respondent entered into an “INTERSTATE
11 BROKERAGE COOPERATION AGREEMENT – TURF STATE” with Kunofsky and Otocka
12 regarding the sale and marketing of the Academy of Excellence.

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

16 22. Advertising for the offering for sale of Academy of Excellence stated it was being listed
17 by Kunofsky, Reja and Otocka for \$16,708,330.00.

18 **2020 Reno Highway, Fallon, Nevada**

19 23. On or about May 19, 2016, Respondent signed an “INTERSTATE BROKERAGE
20 COOPERATION AGREEMENT – TURF STATE” regarding the sale and marketing of real property
21 located at 2020 Reno Highway, Fallon, Nevada (“Walgreens”).

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

25 25. On a Duties Owed by a Nevada Real Estate Licensee form dated June 1, 2016,
26 Respondent is listed as the Broker for the seller of Walgreens.

27 26. That Duties Owed form provides that Respondent shall abide “by all other duties,
28 responsibilities and obligations required of the licensee in law or regulations.

1 27. On a Consent to Act form dated June 1, 2016, Respondent is listed as the Broker for the
2 seller of Walgreens.

3 28. Advertising for the offering for sale of Walgreens stated it was being listed by
4 Kunofsky, Ventura and D'Ambrosia for \$5,217,391.00.

5 29. Ventura and D'Ambrosia presented Market Positioning & Pricing Analysis material on
6 Walgreens.

7 30. On or about July 6, 2016, the Division sent Kunofsky a Cease & Desist Order.

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

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

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

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

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

13 36. According to M&M, Respondent received \$2,500.00 in commission from the Walgreens
14 sale.

15 **5015 Kietzke Lane, Reno, Nevada**

16 37. On or about September 28, 2015, Respondent signed a Representation Agreement for
17 the sale of real property located at 5015 Kietzke Lane, Reno, Nevada ("Red Lobster Reno").

18 38. In that Representation Agreement, Respondent acknowledges and agrees that
19 Kunofsky's affiliation with M&M "is material to" M&M's engagement by Red Lobster Reno's seller.

20 39. On or about September 28, 2015, Respondent entered into an "INTERSTATE
21 BROKERAGE COOPERATION AGREEMENT – TURF STATE" with Kunofsky regarding the sale
22 and marketing of Red Lobster Reno.

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

25 41. On a Duties Owed by a Nevada Real Estate Licensee form dated October 19, 2015,
26 Respondent is listed as the Broker for the seller of Red Lobster Reno.

27 42. That Duties Owed form provides that Respondent shall abide "by all other duties,
28 responsibilities and obligations required of the licensee in law or regulations."

1 43. On a Consent to Act form dated June 1, 2016, Respondent is listed as the Broker for the
2 seller of Red Lobster Reno.

3 44. Advertising for the offering for sale of Red Lobster Reno listed the phone number and
4 address of Kunofsky's M&M branch in New York, New York as the contact information.

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

6 46. According to M&M, Respondent received \$2,500.00 in commission from the Red
7 Lobster Reno sale.

8 **2325 East Flamingo Road, Las Vegas, Nevada**

9 47. On or about September 28, 2015, Respondent signed a Representation Agreement for
10 the sale of real property located at 2325 East Flamingo Road, Las Vegas, Nevada ("Red Lobster Las
11 Vegas").

12 48. In that Representation Agreement, Respondent acknowledges and agrees that
13 Kunofsky's affiliation with M&M "is material to" M&M's engagement by Red Lobster Las Vegas's
14 seller.

15 49. On or about September 28, 2015, Respondent signed an "INTERSTATE BROKERAGE
16 COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing of Red Lobster
17 Las Vegas.

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

20 51. On a Duties Owed by a Nevada Real Estate Licensee form dated October 19, 2015,
21 Respondent is listed as the Broker for the seller of Red Lobster Las Vegas.

22 52. That Duties Owed form provides that Respondent shall abide "by all other duties,
23 responsibilities and obligations required of the licensee in law or regulations."

24 53. On a Consent to Act form dated June 1, 2016, Respondent is listed as the Broker for the
25 seller of Red Lobster Las Vegas.

26 54. Advertising for the offering for sale of Red Lobster Las Vegas stated it was being listed
27 by Kunofsky for \$6,860,683.00.

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

1 56. According to M&M, Respondent received \$2,500.00 in commission from the Red
2 Lobster Las Vegas sale.

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

4 57. On or about September 28, 2015, Respondent signed a Representation Agreement for
5 the sale of real property located at 570 Marks Street, Henderson, Nevada (“Red Lobster Henderson”).

6 58. In that Representation Agreement, Respondent acknowledges and agrees that
7 Kunofsky’s affiliation with M&M “is material to” M&M’s engagement by Red Lobster Henderson’s
8 seller.

9 59. 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 60. That agreement provides that “NO OUT-OF-STATE AGENT INFORMATION SHALL
13 BE INCLUDED ON ANY MARKETING/ADVERTISING MATERIALS.” (Emphasis in original.)

14 61. On a Duties Owed by a Nevada Real Estate Licensee form dated October 19, 2015,
15 Respondent is listed as the Broker for the seller of Red Lobster Henderson.

16 62. That Duties Owed form provides that Respondent shall abide “by all other duties,
17 responsibilities and obligations required of the licensee in law or regulations.”

18 63. On a Consent to Act form dated June 1, 2016, Respondent is listed as the Broker for the
19 seller of Red Lobster Henderson.

20 64. Advertising for the offering for sale of Red Lobster Henderson stated it was being listed
21 by Kunofsky for \$6,018,676.00.

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

23 66. According to M&M, Respondent received \$2,500.00 in commission from the Red
24 Lobster Henderson sale.

25 **CONCLUSIONS OF LAW**

26 The Commission, based upon the preponderance of the evidence, makes the following legal
27 conclusions:

