

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

REAL ESTATE COMMISSION
BY *[Signature]*

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

Case No. 2016-2900

Petitioner,

vs.

GLEN D. KUNOFSKY,

Respondent.

AMENDED COMPLAINT AND NOTICE OF HEARING

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division"), by and through its counsel, Adam Paul Laxalt, Attorney General of the State of Nevada, and Keith E. Kizer, Senior Deputy Attorney General, hereby amends its Complaint and notifies RESPONDENT GLEN D. KUNOFSKY ("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 RESPONDENT should be subject to an administrative penalty as set forth in NRS 645.235 and/or NRS 622.400, and the discipline to be imposed, if a violation of law is proven.

JURISDICTION

RESPONDENT engaged in activities which require a license as a real estate broker, real estate broker-salesperson, or real estate salesperson, issued by the Division and is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS and NAC 645.

FACTUAL ALLEGATIONS

1. RESPONDENT has never been licensed by the Division in any capacity.
2. RESPONDENT has never held a Cooperative Certificate from the Division.

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

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

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

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

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

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

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

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

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

20 **2341 Comstock Drive, Las Vegas, Nevada**

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

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

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

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

3 **2020 Reno Highway, Fallon, Nevada**

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

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

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

12 19. Ventura and D’Ambrosia presented Market Positioning & Pricing Analysis material on
13 Walgreens.

14 20. On or about July 7, 2016, D’Ambrosia received a “Letter of Intent” to purchase
15 Walgreens for \$5,000,000.00 from SMBSIRIS, LLC.

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

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

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

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

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

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

22 27. According to M&M, RESPONDENT received \$60,181.35 in gross commission, and
23 \$34,699.70 in net commission, from the Walgreens sale.

24 **5015 Kietzke Lane, Reno, Nevada**

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

28 ...

1 29. In that Representation Agreement, M&M acknowledges and agrees that
2 RESPONDENT's affiliation with M&M "is material to" M&M's engagement by GGC.

3 30. On or about September 28, 2015, RESPONDENT signed an "INTERSTATE
4 BROKERAGE COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing
5 of Red Lobster Reno.

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

8 32. Advertising for the offering for sale of Red Lobster Reno listed the phone number and
9 address of RESPONDENT's M&M branch in New York, New York as the contact information.

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

11 34. According to M&M, RESPONDENT received \$49,571.00 in gross commission, and
12 \$34,699.70 in net commission, from the Red Lobster Reno sale.

13 35. RESPONDENT engaged in the offering, soliciting, and/or listing of Red Lobster Reno
14 for another and for compensation or with the intention or expectation of receiving compensation.

15 **2325 East Flamingo Road, Las Vegas, Nevada**

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

19 37. In that Representation Agreement, M&M acknowledges and agrees that
20 RESPONDENT's affiliation with M&M "is material to" M&M's engagement by GGC.

21 38. On or about September 28, 2015, RESPONDENT signed an "INTERSTATE
22 BROKERAGE COOPERATION AGREEMENT – TURF STATE" regarding the sale and marketing
23 of Red Lobster Las Vegas.

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

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

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

1 42. According to M&M, RESPONDENT received \$199,511.35 in commission from the Red
2 Lobster Las Vegas sale.

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

5 **570 Marks Street, Henderson, Henderson, Nevada**

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

9 45. In that Representation Agreement, M&M acknowledges and agrees that
10 RESPONDENT’s affiliation with M&M “is material to” M&M’s engagement by GGC.

11 46. On or about September 28, 2015, RESPONDENT signed an “INTERSTATE
12 BROKERAGE COOPERATION AGREEMENT – TURF STATE” regarding the sale and marketing
13 of Red Lobster Henderson.

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

16 48. Advertising for the offering for sale of Red Lobster Henderson stated it was being listed
17 by RESPONDENT for \$6,018,676.00.

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

19 50. According to M&M, RESPONDENT received \$56,382.50 in gross commission, and
20 \$39,467.75 in net commission, from the Red Lobster Henderson sale.

21 51. RESPONDENT engaged in the offering, soliciting, and/or listing of Red Lobster
22 Henderson for another and for compensation or with the intention or expectation of receiving
23 compensation.

24 **1625 South Decatur Blvd., Las Vegas, Nevada**

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

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1 Insurance, 1818 East College Parkway, Suite 103, Carson City, Nevada 89706. The meeting will
2 continue on June 13, 2018 at the Nevada Division of Insurance, 1818 East College Parkway, Suite
3 103, Carson City, Nevada 89706., commencing at 9:00 a.m., and on June 14, 2018, should
4 business not be concluded, starting at 9:00 a.m. at the Nevada Division of Insurance, 1818 East
5 College Parkway, Suite 103, Carson City, Nevada 89706.

6 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at the same
7 time as part of a regular meeting of the Commission that is expected to last from June 12 through
8 June 14, 2018, or earlier if the business of the Commission is concluded. Thus, your hearing may
9 be continued until later in the day or from day to day. It is your responsibility to be present
10 when your case is called. If you are not present when your hearing is called, a default may be
11 entered against you and the Commission may decide the case as if all allegations in the complaint
12 were true. If you have any questions please call Rebecca Hardin, Commission Coordinator (702)
13 486-4074.

14 **YOUR RIGHTS AT THE HEARING:** except as mentioned below, the hearing is an open
15 meeting under Nevada's open meeting law, and may be attended by the public. After the evidence and
16 arguments, the commission may conduct a closed meeting to discuss your alleged misconduct or
17 professional competence. A verbatim record will be made by a certified court reporter. You are
18 entitled to a copy of the transcript of the open and closed portions of the meeting, although you must
19 pay for the transcription.

20 As the Respondent, you are specifically informed that you have the right to appear and be heard
21 in your defense, either personally or through your counsel of choice. At the hearing, the Division has
22 the burden of proving the allegations in the complaint and will call witnesses and present evidence
23 against you. You have the right to respond and to present relevant evidence and argument on all issues
24 involved. You have the right to call and examine witnesses, introduce exhibits, and cross-examine
25 opposing witnesses on any matter relevant to the issues involved.

26 You have the right to request that the Commission issue subpoenas to compel witnesses to
27 testify and/or evidence to be offered on your behalf. In making the request, you may be required to

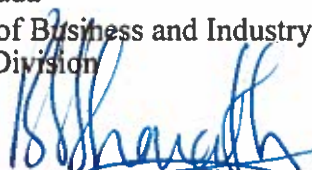
28 ...

1 demonstrate the relevance of the witness' testimony and/or evidence. Other important rights you have
2 are listed in NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.875.


3 The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC
4 645 and if the allegations contained herein are substantially proven by the evidence presented and to
5 further determine what administrative penalty is to be assessed against the RESPONDENT, if any,
6 pursuant to NRS 645.235, 645.633 and or 645.630.

7 DATED this 4 day of May, 2018.

8 State of Nevada
9 Department of Business and Industry
10 Real Estate Division

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