

DEC 15 2020

STATE OF NEVADA

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

Case No. 2019-723 REAL ESTATE COMMISSION  
BY *Evelyn Patten*

**STIPULATION AND ORDER  
FOR SETTLEMENT  
OF DISCIPLINARY ACTION**

Petitioner,

vs.

THOMAS J. LOVE,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Karissa D. Neff, Deputy Attorney General, and Thomas J. Love ("RESPONDENT"), by and through his attorney of record, Michael E. Stoberski of Olson Cannon Gormley & Stoberski.

RESPONDENT was at all relevant times mentioned in this Complaint licensed as a broker and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

**SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

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.

- 1 4. Complainant's first listing of the Property with Nationwide expired toward the end  
2 of March of 2019.
- 3 5. After Complainant's initial listing expired, RESPONDENT and his staff began  
4 repeatedly calling Complainant to get her to list the Property with his brokerage.
- 5 6. Complainant stated in her complaint to the Division that she ignored  
6 RESPONDENT's calls.
- 7 7. On May 1, 2019, Complainant signed a subsequent listing agreement with  
8 Nationwide titled Exclusive Authorization and Right to Sell, Exchange, or Lease Brokerage  
9 Listing Agreement ("Nationwide Listing Agreement") with an effective date beginning on  
10 May 3, 2019 and expiring on August 2, 2019.
- 11 8. After Complainant signed the Nationwide Listing Agreement, RESPONDENT and  
12 his staff continued to market his brokerage to Complainant to list the Property.
- 13 9. Complainant eventually met with RESPONDENT at her home on June 8, 2019.
- 14 10. Complainant stated in her complaint to the Division, that when she met with  
15 RESPONDENT, she informed him that the Property was still listed under the Nationwide  
16 Listing Agreement, she did not know when the agreement expired, and stated that she  
17 would entertain having RESPONDENT's brokerage list the Property once the Nationwide  
18 Listing Agreement expired.
- 19 11. Despite that he knew, or should have known, that Complainant was subject to the  
20 Nationwide Listing Agreement, RESPONDENT induced Complainant to enter into an  
21 exclusive listing agreement with his brokerage for the Property.
- 22 12. On June 8, 2019, Complainant entered into an Exclusive Authorization and Right to  
23 Sell, Exchange or Lease Brokerage Listing Agreement with the Tom Love Group effective  
24 June 20, 2019, and expiring on June 30, 2020 ("Love Listing Agreement").
- 25 13. The Love Listing Agreement provided that RESPONDENT would receive 7 percent  
26 of the gross selling price of the Property as a commission in the event the Property sold.
- 27 14. On June 10, 2019, two days after meeting Complainant at her home to discuss listing  
28 the Property, and 10 days before the Love Listing Agreement went into effect,

1 RESPONDENT emailed Complainant and stated that the MLS listing still showed that the  
2 Property was subject to an exclusive listing with another brokerage and that he was  
3 providing her a sample required change order to “unconditionally withdraw your home  
4 from the MLS and market with no further obligation to the agent or the agent broker.”

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

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

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

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

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

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

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

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

27 23. Lujan also stated to the Division that RESPONDENT told Complainant that she  
28 had signed a property management agreement to handle the leasing of the Property which

1 had never been provided to Complainant, and sent repeated messages, emails and letters  
2 threatening legal action if he was not paid his commission, and made unsubstantiated and  
3 unfounded claims about Nationwide, its broker, and its agent to Complainant.

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

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

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

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

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

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

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

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

26 32. The Notice further stated RESPONDENT violated NRS 645.633(1)(h) pursuant to  
27 NAC 645.605(1) when RESPONDENT failed to disclose to Complainant until after  
28 Complainant signed the Love Listing Agreement, that her signing the Love Listing

1 Agreement while having a listing agreement with another brokerage could require her to  
2 pay commissions under both brokerage agreements,

3 33. The Notice also stated RESPONDENT violated NRS 645.633 pursuant to NAC  
4 645.605(1) by informing Complainant what form was required to withdraw unconditionally  
5 from the Nationwide Listing and emailed Complainant that form.

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

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

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

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

#### 16 SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

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

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

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

27  
28 ///

1 **DISCIPLINE AUTHORIZED**

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

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

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

10 **PROPOSED SETTLEMENT**

11 In an effort to avoid the time and expense of litigating these issues before the  
12 Commission, the parties desire to compromise and settle the instant controversy upon the  
13 following terms and conditions:

14 1. RESPONDENT agrees to pay the Division a total amount of \$6,934.88 ("Amount  
15 Due"), consisting of \$5,000.00 imposed by the Division and the Division's pre-hearing costs  
16 and attorneys' fees in the amount of \$1,934.88

17 2. The Amount Due shall be payable to the Division within 60 days of the entry of  
18 the Order approving this Settlement.

19 3. RESPONDENT shall also complete 3 hours of Division approved education in  
20 agency, 3 hours Division approved education in ethics, and 3 hours of Division approved  
21 education in agency within one year of the date of the order approving this stipulation and  
22 order for settlement, which hours shall not count towards the education necessary for  
23 RESPONDENT's license renewal.

24 4. RESPONDENT and the Division agree that by entering into this Stipulation, the  
25 Division does not concede any defense or mitigation RESPONDENT may assert and that  
26 once this Stipulation is approved and fully performed, the Division will close its file in this  
27 matter. Likewise, RESPONDENT does not make any admission to any violation or liability  
28 by entering into this Stipulation.

1           5. RESPONDENT agrees and understands that by entering into this Stipulation,  
2 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present  
3 evidence in his defense, his right to a written decision on the merits of the complaint, his  
4 rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other  
5 rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada  
6 Real Estate Brokers and Salespersons statutes and accompanying regulations, and the  
7 federal and state Constitutions. RESPONDENT understands that this Agreement and  
8 other documentation may be subject to public records laws. The Commission members who  
9 review this matter for approval of this Stipulation may be the same members who  
10 ultimately hear, consider, and decide the Complaint if this Stipulation is either not  
11 approved by the Commission or is not timely performed by RESPONDENT.  
12 RESPONDENT fully understands that he has the right to be represented by legal counsel  
13 in this matter at his own expense.

14           6. Each party shall bear their own attorney's fees and costs, except as provided  
15 above.

16           7. Approval of Stipulation. Once executed, this Stipulation will be filed with the  
17 Commission and will be placed on the agenda for approval at its next public meeting. The  
18 Division will recommend to the Commission approval of the Stipulation. RESPONDENT  
19 agrees that the Commission may approve, reject, or suggest amendments to this  
20 Stipulation that must be accepted or rejected by RESPONDENT before any amendment is  
21 effective.

22           8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or  
23 suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw  
24 from this Stipulation, and the Division may pursue its Complaint before the Commission.  
25 This Stipulation then shall become null and void and unenforceable in any manner against  
26 either party.

27           9. Release. In consideration of the execution of this Stipulation, RESPONDENT for  
28 himself, his heirs, executors, administrators, successors, and assigns, hereby releases,

1 remises, and forever discharges the State of Nevada, the Department of Business and  
2 Industry, and the Division, and each of their respective members, agents, employees, and  
3 counsel in their individual and representative capacities, from any and all manner of  
4 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
5 whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has,  
6 may have, or claim to have against any or all of the persons or entities named in this  
7 section, arising out of or by reason of the Division's investigation, this disciplinary action,  
8 and all other matters relating thereto. In the event this settlement is approved, the  
9 Division agrees to release and discharge RESPONDENT from any further causes of action,  
10 suits, or disciplinary actions arising from this complaint and its investigation of the  
11 complaint brought by Dr. Bindu Khanna.

12 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless  
13 the State of Nevada, the Department of Business and Industry, Petitioner, the Division,  
14 and each of their respective members, agents, employees, and counsel, in their individual  
15 and representative capacities, against any and all claims, suits, and actions brought  
16 against said persons and/or entities by reason of the Division's investigation, this  
17 disciplinary action, and all other matters relating thereto, and against any and all  
18 expenses, damages, and costs, including court costs and attorney fees, which may be  
19 sustained by the persons and/or entities named in this section as a result of said claims,  
20 suits, and actions.

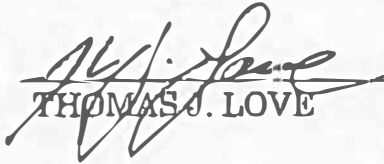
21 11. Default. In the event of default under this Stipulation, RESPONDENT agrees  
22 that his license shall be immediately suspended, and the unpaid balance of the  
23 administrative fine and costs, together with any attorneys' fees and costs that may have  
24 been assessed, shall be due in full to the Division within ten calendar days of the date of  
25 default. Debt collection actions for unpaid monetary assessments in this case may be  
26 instituted by the Division or its assignee.


27 12. RESPONDENT has signed and dated this Stipulation only after reading and  
28 understanding all terms herein.




1  
2 DATED this 30<sup>th</sup> day of November, 2020. DATED this 1 day of <sup>December</sup> ~~November~~, 2020.

3  
4 NEVADA DEPARTMENT OF BUSINESS  
5 & INDUSTRY REAL ESTATE DIVISION

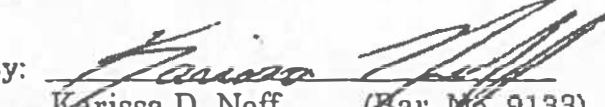
6 By:   
7 THOMAS S. LOVE

8  
9 By:   
10 SHARATH CHANDRA  
11 Administrator

12 Approved as to form:

13 By:   
14 MICHAEL E. STOBERSKI (Bar No. 4762)  
15 Olson Cannon Gormley & Stoberski  
16 9950 W. Cheyenne Ave.  
17 Las Vegas, NV 89129  
18 Attorneys for RESPONDENT

19 AARON D. FORD  
20 Attorney General

21 By:   
22 Karissa D. Neff (Bar. No. 9133)  
23 Deputy Attorney General  
24 555 E. Washington Avenue, Suite 3900  
25 Las Vegas, NV 89101  
26 Attorneys for Real Estate Division

27  
28 **ORDER**

1 IT IS ORDERED that the foregoing Stipulation and Order for Settlement of

2 Disciplinary Action, submitted by Petitioner and Respondent, is approved in full.

3  
4 Dated: December 7, 2020.

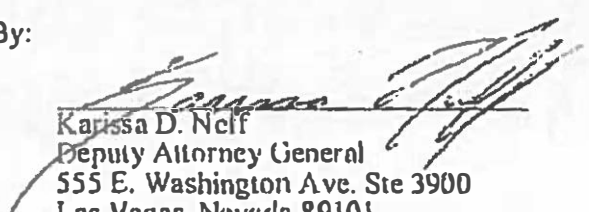
5  
6 REAL ESTATE COMMISSION  
STATE OF NEVADA

7  
8  
9 By   
10 President, Nevada Real Estate Commission

11  
12 Submitted by:

13  
14 AARON FORD, Attorney General

15  
16 By:

17   
18 Karissa D. Neff  
19 Deputy Attorney General  
555 E. Washington Ave. Ste 3900  
Las Vegas, Nevada 89101  
Attorneys for Real Estate Division