

**FILED**

APR 12 2022

REAL ESTATE COMMISSION  
BY *Evelyn Pattee*

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

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

Case No. 2019-1041

Petitioner,

vs.

SUSAN THOMPSON-JOHNSON,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

This matter came on for hearing before the Real Estate Commission, Department of Business and Industry, State of Nevada (the "Commission"), during a regular agenda, set for three days, beginning on March 29, 2022 (the "Hearing"). RESPONDENT SUSAN THOMPSON-JOHNSON (hereinafter, "RESPONDENT") did not appear in person, through counsel, or otherwise. Virginia T. Tomova, Esq., Deputy Attorney General with the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division").

At the Hearing, Evelyn Pattee testified regarding notice sent to the RESPONDENT. The Commission found appropriate service of the notice of the Hearing, the complaint, Notice of the Complaint, and Notice of Documents was sent to RESPONDENT at her last known address which the Respondent provided to the Division.

After hearing testimony presented in this matter and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of Law, and Order by default against RESPONDENT as follows:

**JURISDICTION**

RESPONDENT, at all relevant times mentioned in this Complaint, was licensed by the Division as a real estate salesperson and held a property management permit from the Division. She is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

1 **FINDINGS OF FACT**

2 The Commission, by unanimous vote, based upon evidence presented during the Hearing, enters  
3 a finding of the following facts by default:

4 1. At all relevant times, RESPONDENT was licensed by the Division as a real estate  
5 salesperson (S.0182451), issued by the Division, which is in “active” status.

6 2. At all relevant times mentioned in this Complaint, RESPONDENT’s broker was Lewis J.  
7 Wardley (B.1002005.LLC) of Wardley Real Estate from July 31, 2017, to August 19, 2019.

8 3. The RESPONDENT’s current broker is Leonard Gervasio (B. 0144629.LLC) of Paradigm  
9 Realty Investments.

10 4. Mr. Gervasio has been the RESPONDENT’s broker since August 20, 2019.

11 5. On or about September 10, 2019, complainant Tammy Rogers (“Ms. Rogers or  
12 complainant”) filed a complaint with the Division against RESPONDENT arising from a real estate  
13 transaction involving Ms. Rogers’ prior residential home, located at 4463 Acropolis Avenue in North Las  
14 Vegas, Nevada 89031 (the “Property”).

15 6. Ms. Rogers’ Property was not subject to a deed of trust.

16 7. Ms. Rogers alleged in her complaint to the Division that in part, she met RESPONDENT  
17 through a friend and that RESPONDENT helped her pay off her taxes on the Property in exchange for  
18 Ms. Rogers making monthly payments to RESPONDENT.

19 8. A Treasurer’s Deed of Reconveyance obtained by the Division recorded May 7, 2015, as  
20 Instrument No. 20150507-0002769 in Clark County’s Official Records indicates that title was  
21 reconveyed to Ms. Rogers after taxes were paid to the Clark County Treasurer in the amount of \$5,391.19  
22 by Propel Financial Services.

23 9. Ms. Rogers also stated in her complaint to the Division that she also had homeowner  
24 association (“HOA”) dues owed on the Property and that RESPONDENT advised her that she could  
25 help her pay those off, but that in order to do so, Ms. Rogers would need to put RESPONDENT’s name  
26 and her husband’s name on the Property’s deed.

27 10. On or around June 6, 2018, Ms. Rogers executed a Grant, Bargain, Sale Deed and  
28 conveyed title to the Property to herself, RESPONDENT, and RESPONDENT’s husband (Robert

1 Johnson) as joint tenants, recorded in Clark County's Official Records as Instrument No. 20180606-  
2 0001810.

3 11. On or about June 25, 2018, RESPONDENT and Ms. Rogers executed a promissory note  
4 in the amount of \$7,191.00 plus interest of 15% on any unpaid principal per year, recorded on June 25,  
5 2018, in the Official Records of Clark County as Instrument No. 20180625-0002402.

6 12. Ms. Rogers made payments on the promissory note.

7 13. On or around September 13, 2018, Ms. Rogers executed a Grant, Bargain, Sale Deed,  
8 recorded as Instrument No. 20180913-0002950 in the Official Records of Clark County, transferring her  
9 interest in the Property to RESPONDENT and her husband.

10 14. Ms. Rogers was not aware that she had signed over her ownership interest in the Property  
11 to RESPONDENT and her husband.

12 15. RESPONDENT did not explain and did not inform Ms. Rogers that she was giving away  
13 her ownership rights to the Property.

14 16. Ms. Rogers did not receive any monies in exchange for transferring her interest in the  
15 Property to RESPONDENT and her husband.

16 17. RESPONDENT told Ms. Rogers that because she had unpaid HOA dues and liens on the  
17 Property that it would be best if she sold the Property.

18 18. After RESPONDENT and her husband acquired title to the Property, on or around October  
19 1, 2018, RESPONDENT and her husband entered into a residential lease to rent Ms. Rogers the Property,  
20 beginning on October 1, 2018, and ending on December 31, 2018, for \$800.00 per month ("Lease").

21 19. Ms. Rogers did not execute the Lease.

22 20. RESPONDENT failed to disclose that she was a licensed real estate agent in connection  
23 with the Lease.

24 21. RESPONDENT received approximately \$1,900.00 from Ms. Rogers between October 9.  
25 2018 and March 25, 2019.

26 22. On or about November 21, 2018, RESPONDENT and her husband (as sellers) entered  
27 into an Exclusive Authorization and Right to Sell, Exchange, or Lease Brokerage Listing Agreement  
28 ("Listing Agreement") with Signature Real Estate, agreeing to list the Property for \$240,000.00.

1           23.     RESPONDENT did not disclose that she was a licensed real estate agent in the Listing  
2 Agreement.

3           24.     The MLS data sheet showed the property was agent owned.

4           25.     On or around March 7, 2019, RESPONDENT (as sellers) entered into a Residential  
5 Purchase Agreement (“Purchase and Sale Agreement”) with Ellas Residential LLC (as buyer) to purchase  
6 the Property.

7           26.     RESPONDENT did not disclose that she had a direct interest as a principal (seller) in this  
8 transaction in the Purchase and Sale Agreement.

9           27.     According to the listing broker’s documents, the MLS data sheets stated that “there is a  
10 tenant in place (Dec 2019), arrangements can be made to terminate the lease for owner OCC.”

11          28.     The purchase and sale transaction closed and title to the Property from RESPONDENT  
12 and her husband was transferred by Grant, Bargain, Sale Deed to Ellas Residential, LLC, recorded in the  
13 Official Records of Clark County on March 25, 2019, as Instrument No. 2019-0325-0003153.

14          29.     The closing statement from the title company indicated that the Property sold for  
15 \$190,000.00.

16          30.     According to the closing statement from the title company, approximately \$55,077.13 was  
17 debited from the Property’s sale, leaving RESPONDENT and her husband approximately \$135,292.57.

18          31.     The RESPONDENT did not give any of the proceeds from the sale of the Property to Ms.  
19 Rogers.

20          32.     In April of 2019, Ms. Rogers contacted RESPONDENT and asked about the payment  
21 from the sale of the Property.

22          33.     In May of 2019, the RESPONDENT claimed that the check was in the mail and Ms.  
23 Rogers gave the RESPONDENT a forwarding address for the payment.

24          34.     RESPONDENT called and texted Ms. Rogers and told her that the RESPONDENT had  
25 paid almost \$60,000.00 in connection with selling the Property and that she was sending her \$200.00 in  
26 the mail.

27          35.     RESPONDENT did not provide Ms. Rogers with any documentation regarding the  
28 claimed \$60,000.00 expenditures.

1           36. After Ms. Roger's son reached out to RESPONDENT about the monies, the  
2 RESPONDENT changed her phone number.

3           37. Despite being provided with the contact information for Ms. Rogers, RESPONDENT  
4 stated in her affidavit that she lost track of Ms. Rogers for about 2-3 weeks, because she did not know  
5 where Ms. Rogers was living.

6           38. On or about September 17, 2019, the Division sent correspondence to Wardley Real  
7 Estate, who was the RESPONDENT's broker at the time of the transaction involving the Property,  
8 requesting the complete transaction/broker's file.

9           39. On or about September 17, 2019, the Division sent correspondence to the RESPONDENT  
10 advising her of the complaint submitted against her and requested a response by October 01, 2019.

11           40. The Division also requested that the RESPONDENT provide:

- 12           a. Any written statements between the RESPONDENT and the complainant regarding the  
13 transfer/sale of the Property;  
14           b. Statements, cancelled checks and/or proof of payment of the debts on the Property; and  
15           c. Complete copy of the transaction documents from the sale of the Property.

16           41. On or about January 16, 2020, the Division sent a follow up letter to Wardley Real Estate  
17 regarding the requested information in the September 17, 2019, letter.

18           42. On January 16, 2020, the Division also sent follow up correspondence to the  
19 RESPONDENT regarding the requested information.

20           43. On or about February 11, 2020, the Division sent follow up correspondence to the  
21 RESPONDENT regarding the requested information.

22           44. On or about February 5, 2020, the Division sent correspondence to Signature Real Estate  
23 Group, LLC requesting the transaction/broker's file for the Property.

24           45. On or about February 20, 2020, the Division sent correspondence to the RESPONDENT  
25 regarding the \$135,292.67 received by the RESPONDENT (based on settlement statement from the title  
26 company) when the Property sale closed and inquired whether any of that money was given to the  
27 complainant.

28



1 **ORDER**

2 1. RESPONDENT shall pay an administrative fine to the Division in the amount of \$60,000.00  
3 along with the Division's costs in the amount \$1,634.88, for a total amount of \$61,634.88 due to the  
4 Division ("Amount Due"). The Amount Due shall be payable to the Division within 180 days from the  
5 effective date of this Order.

6 2. All real estate licenses and property management permits issued by the Division to  
7 RESPONDENT are hereby revoked.

8 3. If payment is not actually received by the Division on or before its due date, it shall be a  
9 default by RESPONDENT. In the event of default, any licenses not revoked under this order held by  
10 RESPONDENT shall be immediately suspended, and the unpaid balance of the administrative fine and  
11 costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the  
12 Division within ten calendar days of the date of default, and the Division may obtain a judgment for the  
13 amount owed, including collection fees and costs.

14 4. The Commission retains jurisdiction for correcting any errors that may have occurred in  
15 the drafting and issuance of this document.

16 5. This Order shall become effective on the 12<sup>th</sup> day of May 2022.  
17 DATED this 12<sup>th</sup> day of April, 2022.

18 REAL ESTATE COMMISSION  
19 STATE OF NEVADA

20 By:   
21 President, Nevada Real Estate Commission

22 Submitted by:  
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Attorney General

24 By: /s/ Virginia T. Tomova

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