

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

**FILED**

FEB 18 2022

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

Case No. 2019-1041

REAL ESTATE COMMISSION  
BY Evelyn Patten

Petitioner,

vs.

SUSAN THOMPSON-JOHNSON,

Respondent.

**COMPLAINT AND NOTICE OF HEARING**

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies SUSAN THOMPSON-JOHNSON ("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 645.633 and/or NRS 645.630 and/or NRS 622.400, and the discipline to be imposed, if violations of law are proven.

**JURISDICTION**

1. At all relevant times, RESPONDENT was licensed by the Division as a real estate salesperson and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

**FACTUAL ALLEGATIONS**

2. At all relevant times, RESPONDENT was licensed by the Division as a real estate salesperson (S.0182451), issued by the Division, which is in "active" status.

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

4. The RESPONDENT's current broker is Leonard Gervasio (B. 0144629.LLC) of Paradigm Realty Investments.

1           5.     Mr. Gervasio has been the RESPONDENT's broker since August 20, 2019.

2           6.     On or about September 10, 2019, complainant Tammy Rogers ("Ms. Rogers or  
3 complainant") filed a complaint with the Division against RESPONDENT arising from a real estate  
4 transaction involving Ms. Rogers' prior residential home, located at 4463 Acropolis Avenue in North Las  
5 Vegas, Nevada 89031 (the "Property").

6           7.     Ms. Rogers' Property was not subject to a deed of trust.

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

10          9.     A Treasurer's Deed of Reconveyance obtained by the Division recorded May 7, 2015, as  
11 Instrument No. 20150507-0002769 in Clark County's Official Records indicates that title was  
12 reconveyed to Ms. Rogers after taxes were paid to the Clark County Treasurer in the amount of \$5,391.19  
13 by Propel Financial Services.

14          10.    Ms. Rogers also stated in her complaint to the Division that she also had homeowner  
15 association ("HOA") dues owed on the Property and that RESPONDENT advised her that she could  
16 help her pay those off, but that in order to do so, Ms. Rogers would need to put RESPONDENT's name  
17 and her husband's name on the Property's deed.

18          11.    On or around June 6, 2018, Ms. Rogers executed a Grant, Bargain, Sale Deed and  
19 conveyed title to the Property to herself, RESPONDENT, and RESPONDENT's husband (Robert  
20 Johnson) as joint tenants, recorded in Clark County's Official Records as Instrument No. 20180606-  
21 0001810.

22          12.    On or about June 25, 2018, RESPONDENT and Ms. Rogers executed a promissory note  
23 in the amount of \$7,191.00 plus interest of 15% on any unpaid principal per year, recorded on June 25,  
24 2018, in the Official Records of Clark County as Instrument No. 20180625-0002402.

25          13.    Ms. Rogers made payments on the promissory note.

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

1           15.    Ms. Rogers was not aware that she had signed over her ownership interest in the Property  
2 to RESPONDENT and her husband.

3           16.    RESPONDENT did not explain and did not inform Ms. Rogers that she was giving away  
4 her ownership rights to the Property.

5           17.    Ms. Rogers did not receive any monies in exchange for transferring her interest in the  
6 Property to RESPONDENT and her husband.

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

9           19.    After RESPONDENT and her husband acquired title to the Property, on or around October  
10 1, 2018, RESPONDENT and her husband entered into a residential lease to rent Ms. Rogers the Property,  
11 beginning on October 1, 2018, and ending on December 31, 2018, for \$800.00 per month ("Lease").

12           20.    Ms. Rogers did not execute the Lease.

13           21.    RESPONDENT failed to disclose that she was a licensed real estate agent in connection  
14 with the Lease.

15           22.    RESPONDENT received approximately \$1,900.00 from Ms. Rogers between October 9.  
16 2018 and March 25, 2019.

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

20           24.    RESPONDENT did not disclose that she was a licensed real estate agent in the Listing  
21 Agreement.

22           25.    The MLS data sheet showed the property was agent owned.

23           26.    On or around March 7, 2019, RESPONDENT (as sellers) entered into a Residential  
24 Purchase Agreement ("Purchase and Sale Agreement") with Ellas Residential LLC (as buyer) to purchase  
25 the Property.

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

28    ...

1           28.     According to the listing broker's documents, the MLS data sheets stated that "there is a  
2 tenant in place (Dec 2019), arrangements can be made to terminate the lease for owner OCC."

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

6           30.     The closing statement from the title company indicated that the Property sold for  
7 \$190,000.00.

8           31.     According to the closing statement from the title company, approximately \$55,077.13 was  
9 debited from the Property's sale, leaving RESPONDENT and her husband approximately \$135,292.57.

10          32.     The RESPONDENT did not give any of the proceeds from the sale of the Property to Ms.  
11 Rogers.

12          33.     In April of 2019, Ms. Rogers contacted RESPONDENT and asked about the payment  
13 from the sale of the Property.

14          34.     In May of 2019, the RESPONDENT claimed that the check was in the mail and Ms.  
15 Rogers gave the RESPONDENT a forwarding address for the payment.

16          35.     RESPONDENT called and texted Ms. Rogers and told her that the RESPONDENT had  
17 paid almost \$60,000.00 in connection with selling the Property and that she was sending her \$200.00 in  
18 the mail.

19          36.     RESPONDENT did not provide Ms. Rogers with any documentation regarding the  
20 claimed \$60,000.00 expenditures.

21          37.     After Ms. Roger's son reached out to RESPONDENT about the monies, the  
22 RESPONDENT changed her phone number.

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

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

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

3 41. The Division also requested that the RESPONDENT provide:

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

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

10 43. On January 16, 2020, the Division also sent follow up correspondence to the  
11 RESPONDENT regarding the requested information.

12 44. On or about February 11, 2020, the Division sent follow up correspondence to the  
13 RESPONDENT regarding the requested information.

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

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

20 47. In RESPONDENT's response to the Division's investigation, RESPONDENT claimed "it  
21 was always our intention to provide compensation to Ms. Rogers as I told her we would do.... After  
22 everything that has transpired, it is still our desire to compensate Ms. Rogers."

23 48. On or about March 23, 2020, RESPONDENT was properly notified by the Division that  
24 it was bringing a complaint for disciplinary action before the Commission.

25 **VIOLATIONS OF LAW**

26 RESPONDENT committed the following violations of law:

27 ...

28 ...

1 1. RESPONDENT violated NAC 645.640(1)(a) when she failed to disclose in the purchase  
2 agreement that she had an interest as a principal in the disposition of the property and that she was  
3 disposing of the property for herself and her husband.

4 2. RESPONDENT violated NAC 645.640(1)(b) when she failed to disclose in writing that  
5 she was a licensee in the listing agreement.

6 3. RESPONDENT violated NAC 645.637 by failing to disclose under the lease, listing  
7 agreement, and purchase agreement that she was a licensee and principal to the transaction.

8 4. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1), by engaging in  
9 deceitful, fraudulent, or dishonest dealings with the complainant by convincing and deceiving her to  
10 transfer her ownership interest in the Property to the RESPONDENT and her husband without any written  
11 disclosures or contracts so stating.

12 5. RESPONDENT violated NRS 645.633(1) (i) pursuant to NAC 645.605(6) (breached her  
13 obligation of absolute fidelity to her principal or to deal fairly with all parties to the transaction) when  
14 she sold the Property for \$190,000.00, never provided a full and accurate accounting to the complainant  
15 after the sale and retained the proceeds from the sale.

16 6. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605 (11) (c), when she  
17 impeded and attempted to impede the investigation by the Division when she supplied false information  
18 to the investigator in her affidavit that she had lost track of the complainant for about 2-3 weeks, because  
19 she did not know where the complainant was living. The complainant however, informed the Division  
20 that she had tried to contact the RESPONDENT via text messages during this time frame.

21 **DISCIPLINE AUTHORIZED**

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

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

28 ...

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

3 **NOTICE OF HEARING**

4 **PLEASE TAKE NOTICE**, that a disciplinary hearing has been set to consider the  
5 Administrative Complaint against the above-named Respondent in accordance with Chapters 233B and  
6 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada Administrative Code.

7 **THE HEARING WILL TAKE PLACE on March 29, 2022, commencing at 9:00 a.m., or as**  
8 **soon thereafter as the Commission is able to hear the matter, and each day thereafter commencing**  
9 **at 9:00 a.m. through March 31, 2022, or earlier if the business of the Commission is concluded.**  
10 **The Commission meeting will be held on March 29, 2022, at the Nevada State Business Center,**  
11 **3300 West Sahara Avenue, 4<sup>th</sup> Floor – Tahoe Room, Las Vegas, Nevada 89102. The meeting will**  
12 **continue on March 30, 2022, at the Nevada State Business Center, 3300 West Sahara Avenue, 4<sup>th</sup>**  
13 **Floor – Tahoe Room, Las Vegas, Nevada 89102, commencing at 9:00 a.m., and on March 31, 2022,**  
14 **should business not be concluded, starting at 9:00 a.m. at the Nevada State Business Center, 3300**  
15 **West Sahara Avenue, 4<sup>th</sup> Floor – Tahoe Room, Las Vegas, Nevada 89102**

16 **If the meeting will not be conducted in person, then you will be notified by known email**  
17 **or mail as soon as possible that the Commission will conduct a virtual meeting using Webex.com**  
18 **with the meeting information as follows:**

19 **DIAL-IN NUMBER: (844) 621-3956 or Webex.com**

20 **TUESDAY, MARCH 29, 2022 MEETING NUMBER ACCESS CODE: 2492 043 1496**

21 **MEETING PASSWORD: 38YerzTWmU3 (38937989683 from phones and video systems)**

22 **WEDNESDAY, MARCH 30, 2022 MEETING NUMBER ACCESS CODE: 2487 420 4399**

23 **MEETING PASSWORD: Kmmix976v52 (56649976852 from phones and video systems)**

24 **THURSDAY, MARCH 31, 2022 MEETING NUMBER ACCESS CODE: 2486 415 0596**

25 **MEETING PASSWORD: MjPpJCFs723 (65775237723 from phones and video systems)**

26 **STACKED CALENDAR: Your hearing is one of several hearings scheduled at the same**  
27 **time as part of a regular meeting of the Commission that is expected to last from March 29, 2022,**  
28 **through March 31, 2022, or earlier if the business of the Commission is concluded. Thus, your**  
**hearing may be continued until later in the day or from day to day. It is your responsibility to be**

1 **present when your case is called. If you are not present when your hearing is called, a default may**  
2 **be entered against you and the Commission may decide the case as if all allegations in the complaint**  
3 **were true. If you have any questions please call Evelyn Pattee, Commission Coordinator (702) 486-**  
4 **4074.**

5 YOUR RIGHTS AT THE HEARING: except as mentioned below, the hearing is an open meeting  
6 under Nevada's open meeting law and may be attended by the public. After the evidence and arguments,  
7 the commission may conduct a closed meeting to discuss your alleged misconduct or professional  
8 competence. You are entitled to a copy of the transcript of the open and closed portions of the meeting,  
9 although you must pay for the transcription.

10 As the RESPONDENT, you are specifically informed that you have the right to appear and be  
11 heard in your defense, either personally or through your counsel of choice. At the hearing, the Division  
12 has the burden of proving the allegations in the complaint and will call witnesses and present evidence  
13 against you. You have the right to respond and to present relevant evidence and argument on all issues  
14 involved.

15 You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing  
16 witnesses on any matter relevant to the issues involved.

17 You have the right to request that the Commission issue subpoenas to compel witnesses to testify  
18 and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate  
19 the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in  
20 NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.920.

21 The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC  
22 645 and if the allegations contained herein are substantially proven by the evidence presented and

23 ...

24 ...

25 ...

26 ...

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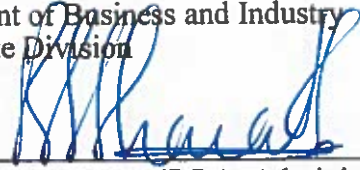
28 ...



1 to further determine what administrative penalty is to be assessed against the RESPONDENT, if any,  
2 pursuant to NRS 645.235, 645.633 and or 645.630.

3 DATED this 17 day of February, 2022.

4 State of Nevada  
5 Department of Business and Industry  
6 Real Estate Division

7 By: 

8 SHARATH CHANDRA, Administrator  
9 3300 West Sahara Avenue, Suite 350  
10 Las Vegas, Nevada 89102

11 AARON D. FORD  
12 Attorney General

13 By: / s / Virginia T. Tomova

14 VIRGINIA T. TOMOVA (Bar. No. 12504)  
15 Deputy Attorney General  
16 555 E. Washington Avenue, Suite 3900  
17 Las Vegas, Nevada 89101  
18 (702) 486-7629  
19 Attorneys for Real Estate Division  
20  
21  
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23  
24  
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26  
27  
28