

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case No. 2020-632

Petitioner,

FILED

vs.

NOV 13 2023

JOHN GRANT,

REAL ESTATE COMMISSION

Respondent.

BY Kelley Valadez

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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, Phil W. Su, Esq., and JOHN GRANT, (“RESPONDENT”) by and through his attorney of record, Rick Hsu, Esq.

RESPONDENT was licensed as a Nevada real estate broker (B0039561.CORP) at all relevant times mentioned in this Complaint, 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 COMPLAINT

1. At all times relevant to the times mentioned in this Complaint, John E. Grant (“RESPONDENT”) held a valid and active Nevada real estate broker license (B.0039561.CORP).

2. COMPLAINANT Rick LaMay provided the Division on July 17, 2020, with an electronic advertisement from Park Brokerage, Inc. that touted the close of escrow of Green Acres Mobile Home and RV Park located at 501 W. Moana, Reno, NV (“Green Acres” or “Green Acres RV Park”) for \$8,000,000.00 on July 16, 2020.

3. The Green Acres electronic advertisement specifically stated that “John Sheedy, Senior Vice President with Park Brokerage, Inc., represented the seller and procured [the buyer]” for the Green Acres RV Park property.

1 4. Sheedy's Nevada salesperson license had expired in April 2018 and had not been renewed
2 by the date escrow closed on Green Acres in July of 2020.

3 5. The Division's investigation revealed another electronic advertisement from Park
4 Brokerage for a second mobile home park, Sierra Skies RV Resort, located at 1400 Old Hot Springs Rd,
5 Carson City, NV 89706 ("Sierra Skies RV Resort") available for \$4,500,000.00 as of July 17, 2020.

6 6. The Park Brokerage, Inc. website (www.parkbrokerage.com) advertised two other Nevada
7 Properties that indicated interested buyers should contact Sheedy for more information: Y Rancho Mobile
8 Home Park, located at 501 El Rancho Rd., Sparks, NV, ("Y Rancho Mobile Home Park") and Nevada
9 Treasure RV Resort, located at 301 W. Leslie St., Pahrump, NV ("Nevada Treasure RV Resort").

10 7. The Park Brokerage, Inc. website further noted that the Y Rancho Mobile Home Park was
11 listed for \$9,150,000 and sale closed on 10/31/2019 and Nevada Treasure RV Resort listed for \$5,250,000
12 and sale closed on 11/02/2018.

13 8. An advertisement for Nevada Treasure RV Resort listed John Sheedy as the sales contact
14 for the property.

15 9. An advertisement for Y Rancho Mobile Home Park listed John Sheedy as a sales contact
16 for the property.

17 10. In RESPONDENT'S response to the Division's letter opening investigation against him
18 regarding Green Acres and Sierra Skies RV Resort, he stated to the NRED investigator: "I have been a
19 licensed real estate broker in the State of Nevada for about 20 years. Do I still need to respond to all the
20 request? [sic] You can go to your website and confirm."

21 11. RESPONDENT further responded that he did not have a listing for Green Acres RV Park
22 because the seller marketed the property himself and that RESPONDENT brought an offer that
23 successfully closed. RESPONDENT also stated that he had a listing agreement for Sierra Skies RV Park
24 but could not find a copy to send, and that the property never sold and the listing was ultimately cancelled.

25 12. In Sheedy's response to the Division's separate investigation against him, Sheedy claimed
26 that his broker, RESPONDENT, was both broker of record and listing agent for Sierra Skies RV Resort
27 and for Green Acres RV Park, and that RESPONDENT would provide broker files for both properties.

28

1 13. RESPONDENT ultimately produced what he claims were the full files in his possession
2 for Green Acres RV Park, Sierra Skies RV Park, Nevada Treasure RV Resort, and Y Rancho Mobile
3 Home Park.

4 14. There was no signed duties owed form or signed listing agreement found in the broker file
5 for Green Acres RV Park.

6 15. There was no signed duties owed form found in the broker file for Sierra Skies RV Park.

7 16. There was no signed duties owed form found in the broker file for Nevada Treasure RV
8 Resort.

9 17. There was no signed duties owed form found in the broker file for Y Rancho Mobile Home
10 Park.

11 18. The Purchase and Sale Agreement with Escrow Instructions for Green Acres RV Park
12 provided that a broker's commission was paid to Park Brokerage Inc. in the sum of \$160,000.00.

13 19. The Final Settlement Statement dated July 16, 2020 for Green Acres RV Park notes that
14 Park Brokerage Inc. was paid a commission of \$145,000.00.

15 20. The Hellosign Audit Trail sheet stated that "Title-Commission-Reno/File Name-Broker
16 Signing Package.pdf, dated 07/14/2020, was sent for signature from jsheedy@parkbrokerage.com to
17 john@parkbrokerage.com, and signed by RESPONDENT on the following day.

18 21. The seller's estimated settlement statement for Nevada Treasure RV Resort indicated an
19 estimated settlement date of 11/02/2018 and that Park Brokerage Inc. was to be paid a sum of \$202,000.00
20 in commission for representing the seller in that sale.

21 22. The seller's estimated settlement statement for Y Rancho Mobile Home Park indicated an
22 estimated settlement date of 10/31/2019 and that Park Brokerage Inc. was to be paid a sum of \$183,000.00
23 in commission for representing the seller in that sale.

24 **SUMMARY OF ALLEGED VIOLATIONS OF LAW**

25 23. RESPONDENT is alleged to have violated NRS 645.635(1)(a) pursuant to NAC
26 645.600(1) on three (3) separate occasions when he allowed an unlicensed individual, John Sheedy, to
27 be listed on his brokerage website in advertisements for three different properties (Green Acres RV Park,
28 Nevada Treasure RV Resort, and Y Rancho Mobile Home Park) that ultimately went to final sale.

1 24. RESPONDENT is alleged to have violated NRS 645.630(1)(a) pursuant to NRS
2 645.252(3)(a) on four (4) separate occasions when he failed to provide the Division with signed duties
3 owed forms for the four aforementioned properties for which he was the listing broker of record.

4 25. RESPONDENT is alleged to have violated NRS 645.635(6) on two (2) separate occasions
5 when he failed to provide the Division with listing agreements for Green Acres RV Park and Sierra Skies
6 RV Park, for which he was the listing broker of record.

7 **PROPOSED SETTLEMENT**

8 By entering into this Stipulation, the RESPONDENT does not admit the above factual allegations
9 but agrees to waive his right to contest the above alleged violations if the Stipulation is approved by the
10 Commission. Accordingly, in an effort to avoid the time and expense of litigating these issues before the
11 Commission, as well as any possible further legal appeals from any such decision, and the parties desire
12 to compromise and settle the instant controversy upon the following terms and conditions:

13 1. RESPONDENT agrees to pay the Division a total amount of \$26,554.00 ("Amount
14 Due"), consisting of a \$21,000.00 administrative fine imposed by the Division, the Division's pre-hearing
15 costs and fees in the amount of \$650.00, and pre-hearing attorney's fees in the amount of \$4,904.00.

16 a. The Amount Due shall be payable to the Division in full within thirty (30) days of
17 the date of the order approving this settlement.

18 b. No grace period is permitted. If the payment is not actually received by the
19 Division on or before its due date, it shall be construed as an event of default by
20 Respondent.

21 2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
22 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
23 approved and fully performed, the Division will close its file in this matter.

24 3. The Division agrees not to pursue any other or greater remedies or fines in connection
25 with RESPONDENT'S alleged conduct referenced herein. The Division further agrees that unless
26 RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or
27 indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's
28 investigation and prosecution of this case.

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

12 5. RESPONDENT shall bear his own attorney's fees and costs.

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

18 7. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
19 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
20 the Division may pursue its Complaint before the Commission.

21 8. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning
22 this Stipulation may be discussed or introduced into evidence at any hearing on the Complaint, if the
23 Division must ultimately present its case based on the Complaint filed in this matter.

24 9. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself,
25 his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever
26 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of
27 their respective members, agents, employees, and counsel in their individual and representative
28 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,

1 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
2 now has, may have, or claim to have against any or all of the persons or entities named in this section,
3 arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all
4 matters related thereto.

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

12 11. Default. In the event of default, RESPONDENT agrees that his active licenses and
13 permits issued by the Division, if any, shall be immediately suspended, and the unpaid balance of the
14 administrative fine and costs, together with any attorney's fees and costs that may have been assessed,
15 shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions
16 for unpaid monetary assessments in this case may be instituted by the Division or its assignee.
17 RESPONDENT agrees that the foregoing suspensions shall continue until the unpaid monetary
18 assessments are paid in full.


19 12. RESPONDENT confirms that he has signed and dated this Stipulation only after
20 reading and fully understanding all terms herein.

21 DATED this 6th day of November, 2023.

DATED this 6 day of November, 2023.

NEVADA DEPARTMENT OF BUSINESS AND
INDUSTRY, REAL ESTATE DIVISION

22
23
24
25 By:



JOHN GRANT
Respondent

By:



SHARATH CHANDRA
Administrator

1 Approved as to form:

2 MAUPIN COX LEGOY

AARON D. FORD
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3
4 By: Rick Hsu
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Attorneys for Real Estate Division

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9 **ORDER APPROVING STIPULATION**

10 **Case No. 2020-631**

11 The Stipulation for Settlement of Disciplinary Action having come before the Real
12 Estate Commission, Department of Business and Industry, State of Nevada, during its
13 regular agenda on November 7-9, 2023, and the Commission being fully apprised in the
14 premises, and good cause appearing,

15 IT IS ORDERED that the above Stipulation for Settlement of Disciplinary Action is
16 approved in full.

17 Dated: this 13 day of November, 2023.

18 REAL ESTATE COMMISSION
19 STATE OF NEVADA

20 By: 
21 President, Nevada Real Estate Commission