

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Case No. 2020-631

Petitioner,

FILED

vs.

NOV 13 2023

JOHN SHEEDY, IV,

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 SHEEDY, IV, (“RESPONDENT”) by and through his attorney of record, Rick Hsu, Esq.

RESPONDENT acted as a salesperson as defined in NRS 645.040 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 Sheedy IV (“RESPONDENT”) did not hold a valid Nevada real estate license. RESPONDENT did previously hold a Nevada salesperson license number S.0181282 that expired on March 31, 2018, and was never subsequently returned to active status.

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.

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

4 4. The Green Acres electronic advertisement further stated, in the biography section
5 regarding RESPONDENT, that he was licensed in, among other states, Nevada.

6 5. RESPONDENT’S Nevada salesperson license had expired in April 2018 and had not been
7 renewed by the date escrow closed on Green Acres in July of 2020.

8 6. The Division’s investigation revealed another electronic advertisement from Park
9 Brokerage, Inc. for a second mobile home park, Sierra Skies RV Resort, located at 1400 Old Hot Springs
10 Rd, Carson City, NV 89706 (“Sierra Skies RV Resort”) available for \$4,500,000.00 as of July 17, 2020.

11 7. The Park Brokerage, Inc. website (www.parkbrokerage.com) advertised two other
12 Nevada Properties that RESPONDENT had listed on the website to contact him for more information: Y
13 Rancho Mobile Home Park, located at 501 El Rancho Rd., Sparks, NV, (“Y Rancho Mobile Home Park”)
14 and Nevada Treasure RV Resort, located at 301 W. Leslie St., Pahrump, NV (“(Nevada Treasure RV
15 Resort”).

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

19 9. An advertisement for Nevada Treasure RV Resort listed John Sheedy as the sales contact
20 for the property.

21 10. An advertisement for Y Ranch Mobile Home Park listed John Sheedy as a sales contact
22 for the property.

23 11. In his response to the Division’s investigation, RESPONDENT claimed that his broker,
24 John Grant, was both broker of record and listing agent for Sierra Skies RV Resort and for Green Acres
25 RV Park, and that Grant would provide broker files for both properties.

26 12. There was no signed duties owed form or signed listing agreement found in the broker file
27 for Green Acres RV Park.

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

1 14. There was no signed duties owed form found in the broker file for Nevada Treasure RV
2 Resort.

3 15. There was no signed duties owed form found in the broker file for Y Ranch Mobile Home
4 Park.

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

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

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

12 19. The seller's estimated settlement statement for Nevada Treasure RV Resort indicated an
13 estimated settlement date of 11/02/2018 and that Park Brokerage, Inc. was to be paid a sum of
14 \$202,000.00 in commission for representing the seller in that sale.

15 20. The seller's estimated settlement statement for Y Ranch Mobile Home Park indicated an
16 estimated settlement date of 10/31/2019 and that Park Brokerage, Inc. was to be paid a sum of
17 \$183,000.00 in commission for representing the seller in that sale.

18 **SUMMARY OF ALLEGED VIOLATIONS OF LAW**

19 21. RESPONDENT is alleged to have violated NRS 645.230(1)(a) when he acted as a real
20 estate salesperson, as defined by NRS 645.040, without an appropriate license in advertising that he
21 represented the seller and procured the buyer for the property at 501 W. Moana, Reno, NV (Green Acres
22 RV Park).

23 22. RESPONDENT is alleged to have violated NRS 645.230(1)(a) when he acted as a real
24 estate salesperson, as defined by NRS 645.040, without an appropriate license in advertising that he was
25 the contact person for a Nevada property at 501 El Rancho Rd., Sparks, NV (Y Rancho Mobile Home
26 Park).

27 23. RESPONDENT is alleged to have violated NRS 645.230(1)(a) when he acted as a real
28 estate salesperson, as defined by NRS 645.040, without an appropriate license in advertising that he was

1 the contact person for a Nevada property at 301 W. Leslie St., Pahrump, NV (Nevada Treasure RV
2 Resort).

3 **PROPOSED SETTLEMENT**

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

9 1. RESPONDENT agrees to pay the Division a total amount of \$20,002.00 (“Amount
10 Due”), consisting of a \$15,000.00 administrative fine imposed by the Division, the Division’s pre-hearing
11 costs and fees in the amount of \$650.00, and pre-hearing attorney’s fees in the amount of \$4,352.00.

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

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

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

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

25 4. RESPONDENT agrees and understands that by entering into this Stipulation
26 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his
27 defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or
28 rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada

1 Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
2 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this
3 Agreement and other documentation may be subject to public records laws. The Commission members
4 who review this matter for approval of this Stipulation may be the same members who ultimately hear,
5 consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not
6 timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be
7 represented by legal counsel in this matter at his own expense.

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

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

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

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

20 9. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself,
21 his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever
22 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of
23 their respective members, agents, employees, and counsel in their individual and representative
24 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
25 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
26 now has, may have, or claim to have against any or all of the persons or entities named in this section,
27 arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all
28 matters related thereto.

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

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

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

17 DATED this 7th day of November, 2023.

DATED this 7 day of November, 2023.

NEVADA DEPARTMENT OF BUSINESS AND
INDUSTRY, REAL ESTATE DIVISION

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19
20
21 By: 
22 JOHN SHEEDY, IV
 Respondent

20
21 By: 
22 SHARATH CHANDRA
 Administrator

1 Approved as to form:

2 MAUPIN COX LEGOY

AARON D. FORD
Attorney General

3
4 By: 

RICK HSU (Bar No. 5374)
4785 Caughlin Parkway
Reno, NV 89519
(775) 827-2000
Attorneys for Respondent

By: /s/ Phil W. Su

PHIL W. SU (Bar No. 15300)
Senior Deputy Attorney General
555 E. Washington Ave. #3900
Las Vegas, Nevada 89101
(702) 486-3420
Attorneys for Real Estate Division

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9 **ORDER APPROVING STIPULATION**

Case No. 2020-631

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

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

16 Dated: this 13 day of November 2023.

17 REAL ESTATE COMMISSION
18 STATE OF NEVADA

19 By: 

20 President, Nevada Real Estate Commission