1	RICK R. HSU, ESQ., NV Bar # 5374			
2	MAUPIN, COX & LeGOY 4785 Caughlin Parkway			
3	P. O. Box 30000 Reno, NV 89520			
4	(775) 827-2000 Attorneys for Respondent			
5	JOHN É. GRANT			
6	BEFORE THE REAL			
7	STATE (
8				
9	SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT			
10	OF BUSINESS AND INDUSTRY, STATE OF NEVADA,			
11	Petitioner,			
12	vs.			
13	JOHN E. GRANT,			
14	Respondent.			
15	AN			
16				
1	Respondent JOHN E. GRANT, an indi			

FILED

SEP 2 5 2023

REAL ESTATE COMMISSION
BY Kelly Valade

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

)	Case No.:	2020-632	
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ANSWER

Respondent JOHN E. GRANT, an individual ("Respondent" or "Grant"), hereby submits his Answer to the Complaint filed on July 20, 2023, as follows:

JURISDICTION

Respondent admits he was licensed as a Nevada real estate broker (B.0038561.CORP) until expiration on January 31, 2023, but is without knowledge or information sufficient to form a belief as to the truth of whether the Division and Commission have jurisdiction over this matter.

FACTUAL ALLEGATIONS

 Answering paragraph 1, Respondent admits only that he held a valid and active Nevada real estate broker license (B.0038561.CORP) until expiration on January 31, 2023, but denies the remaining allegations contained therein.

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- 2. Answering paragraph 2, Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, including what LaMay may have provided to the Division.
- 3. Answering paragraph 3, Respondent admits only that the electronic advertisement referenced therein speaks for itself.
- 4. Answering paragraph 4, Respondent admits that Sheedy inadvertently allowed his salesperson license to expire.
- 5. Answering paragraph 5, Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, including what the Division's investigation may have revealed.
- 6. Answering paragraphs 6 through 9, Respondent admits only that the advertisements on the Park Brokerage, Inc. website speak for themselves.
- 7. Answering paragraph 10, Respondent admits only that the letter referenced therein speaks for itself.
- 8. Answering paragraph 11, Respondent admits only that his response referenced therein speaks for itself.
- 9. Answering paragraph 12, Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.
- 10. Answering paragraph 13, Respondent admits that the documents he signed and produced in response to the request for his files speak for themselves.
- 11. Answering paragraphs 14 through 17, Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, including what the Division has or has not found in the documents.
- 12. Answering paragraph 18, Respondent admits only that the Purchase and Sale Agreement with Escrow instructions referenced therein, as later amended by a 1st Amendment, speaks for itself.

- 13. Answering paragraph 19, Respondent admits only that the Final Settlement Statement referenced therein speaks for itself.
- 14. Answering paragraph 20, Respondent admits only that the HelloSign document referenced therein speaks for itself.
- 15. Answering paragraph 21, Respondent admits only that the estimated settlement statement referenced therein speaks for itself.
- 16. Answering paragraph 22, Respondent admits only that the estimated settlement statement referenced therein speaks for itself.

ALLEGED VIOLATIONS

- 17. Answering paragraph 23, Respondent denies violating NRS 645.635(1)(a) but is without knowledge or information sufficient to form a belief as to whether he violated NAC 645.600(1).
- 18. Answering paragraph 24, Respondent denies violating NRS 645.630(1)(a) (making any material misrepresentation) but is without knowledge or information sufficient to form a belief as to whether he violated NRS 645.242(3)(a).
 - 19. Answering paragraph 25, Respondent denies violating NRS 645.635(6).

AFFIRMATIVE DEFENSES AND MITIGATING STATEMENTS

- 1. There is no statutory language in existence for NRS 645.635(1)(a) to be violated.
- 2. There is no legal requirement for Respondent John Grant to have an executed listing agreement for the Green Acres transaction and Respondent explained in Affidavit Form (Bates 71) why there was such listing agreement.
- 3. Respondent John Grant indeed produced a listing agreement for Sierra Skies (Bates 233-242).
- 4. Respondent John Grant was the broker of record for the three transactions at issue (Green Acres RV Park, Nevada Treasure RV Resort, and Y Rancho Mobile Home Park).

- 5. Respondent John Grant, as broker of record, received the commissions for these three transactions.
- 6. Respondent John Grant and John Sheedy are in a broker/salesperson relationship as licensees in the State of Arizona and State of California and were in such a relationship during all relevant times alleged in the Complaint.
- 7. Respondent John Grant and John Sheedy were in a broker/salesperson relationship in Nevada but John Sheedy inadvertently allowed his license in Nevada to expire.
- 8. NRS Chapter 645 regulates the practice of real estate professionals to protect property owners and the general public.
- 9. The purchase and sale of mobile home and RV parks is highly specialized and there is a national demand for services of Respondent John Grant and John Sheedy in locations throughout the United States.
- 10. Respondent John Grant and John Sheedy have always acted in accordance with their duties to the clients under their broker/salesperson relationship regardless of the state in which they have provided services in this specialized market.
- 11. None of the clients represented by Respondent John Grant suffered harm in the three transactions and, to the contrary, are highly satisfied with the brokerage services provided.
- 12. None of the buyers of the properties in the three transactions suffered harm and, to the contrary, are highly satisfied with their purchases.

WHEREFORE, Respondent respectfully requests the following relief:

- 1. That the Complaint on file herein be dismissed with prejudice; and
- 2. For such other and further relief as the Commission may deem just and proper.

Dated this 25th day of September, 2023.

MAUPIN. COX & LEGOY

Bv.

Rick R. Hsu, No. 5374 Attorneys for Respondent

John E. Grant

www.mcllawfirm.com

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CERTIFICATE OF FILING AND SERVICE

I hereby certify that I am an employee of MAUPIN, COX & LeGOY, Attorneys at Law, and in such capacity and on the date indicated below, I filed the within document by sending it via electronic mail to the following:

Kelly Valadez Commission Coordinator Nevada Real Estate Division KValadez@red.nv.gov

I further certify that I served the within document by electronic mail and regular mail to the person identified below:

Phil W. Su Senior Deputy Attorney General 555 E. Washington Ave., #3900 Las Vegas, NV 89101 psu@ag.nv.gov

Dated this 25th day of September, 2023.

Employee



ww.mcllawfirm.com