

FILED

SEP 25 2023

REAL ESTATE COMMISSION

BY Kelly Valadez

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8 JOHN SHEEDY, IV

6 BEFORE THE REAL ESTATE COMMISSION

7 STATE OF NEVADA

9 SHARATH CHANDRA, Administrator,) Case No.: 2020-631
10 REAL ESTATE DIVISION, DEPARTMENT)
11 OF BUSINESS AND INDUSTRY, STATE)
12 OF NEVADA,)
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Petitioner,

vs.

JOHN SHEEDY, IV,

Respondent.

15 **ANSWER TO COMPLAINT**

16 Respondent JOHN SHEEDY, IV, an individual (“Respondent” or “Sheedy”), hereby
17 submits his Answer to the Complaint filed on July 20, 2023, as follows:

18 **JURISDICTION**

19 Respondent is without knowledge or information sufficient to form a belief as to the truth
20 of whether the Division and Commission have jurisdiction over this matter.

21 **FACTUAL ALLEGATIONS**

22 1. Answering paragraph 1, Respondent admits only that he held salesperson license
23 number S.0181282 which expired March 31, 2018, but denies the remaining allegations
24 contained therein.
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1 2. Answering paragraph 2, Respondent is without knowledge or information
2 sufficient to form a belief as to the truth of the allegations contained therein, including what
3 LaMay may have provided to the Division.

4 3. Answering paragraphs 3 and 4, Respondent admits only that the electronic
5 advertisement referenced therein speaks for itself.

6 4. Answering paragraph 5, Respondent admits only that he inadvertently allowed his
7 Nevada salesperson license to expire.

8 5. Answering paragraph 6, Respondent is without knowledge or information
9 sufficient to form a belief as to the truth of the allegations contained therein, including what the
10 Division's investigation may have revealed.

11 6. Answering paragraphs 7 through 10, Respondent admits only that the
12 advertisements on the Park Brokerage, Inc. website speak for themselves.

13 7. Answering paragraph 11, Respondent denies the characterization of his response
14 email dated October 19, 2020, which speaks for itself.

15 8. Answering paragraphs 12 through 15, Respondent is without knowledge or
16 information sufficient to form a belief as to the truth of the allegations contained therein.

17 9. Answering paragraph 16, Respondent admits only that the Purchase and Sale
18 Agreement with Escrow instructions referenced therein, as later amended by a 1st Amendment,
19 speaks for itself.

20 10. Answering paragraph 17, Respondent admits only that the Final Settlement
21 Statement referenced therein speaks for itself.

22 11. Answering paragraph 18, Respondent admits only that the HelloSign document
23 referenced therein speaks for itself.

24 12. Answering paragraph 19, Respondent admits only that the estimated settlement
25 statement referenced therein speaks for itself.
26

1 13. Answering paragraph 20, Respondent admits only that the estimated settlement
2 statement referenced therein speaks for itself.

3 **ALLEGED VIOLATIONS**

4 14. Answering paragraph 21, Respondent is without knowledge or information
5 sufficient to form a belief as to the truth of the allegations contained therein.

6 15. Answering paragraph 22, Respondent is without knowledge or information
7 sufficient to form a belief as to the truth of the allegations contained therein.

8 16. Answering paragraph 23, Respondent is without knowledge or information
9 sufficient to form a belief as to the truth of the allegations contained therein.

10 **AFFIRMATIVE DEFENSES AND MITIGATING CIRCUMSTANCES.**

11 1. John Grant was the broker of record for the three transactions at issue (Green
12 Acres RV Park, Nevada Treasure RV Resort, and Y Rancho Mobile Home Park).

13 2. John Grant, as broker of record, received the commissions for these three
14 transactions.

15 3. John Grant and Respondent John Sheedy are in a broker/salesperson relationship
16 as licensees in the State of Arizona and State of California and were in such a relationship during
17 all relevant times alleged in the Complaint.

18 4. John Grant and Respondent John Sheedy were in a broker/salesperson
19 relationship in Nevada, but Respondent John Sheedy inadvertently allowed his license in Nevada
20 to expire.

21 5. NRS Chapter 645 regulates the practice of real estate professionals to protect
22 property owners and the general public.

23 6. The purchase and sale of mobile home and RV parks is highly specialized and
24 there is a national demand for services of John Grant and Respondent John Sheedy in locations
25 throughout the United States.
26

1 7. John Grant and Respondent John Sheedy have always acted in accordance with
2 their duties to the clients under their broker/salesperson relationship regardless of the state in
3 which they have provided services in this specialized market.

4 8. None of the clients represented by John Grant suffered harm in the three
5 transactions and, to the contrary, are highly satisfied with the brokerage services provided.

6 9. None of the buyers of the properties in the three transactions suffered harm and,
7 to the contrary, are highly satisfied with their purchases.

8 WHEREFORE, Respondent respectfully requests the following relief:

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

11 Dated this 25th day of September, 2023.

12 MAUPIN, COX & LEGOY

13 By: 

14 Rick R. Hsu, No. 5374
15 Attorneys for Respondent
16 John Sheedy, IV
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