

1 **BEFORE THE REAL ESTATE COMMISSION**

2 **STATE OF NEVADA**

3 SHARATH CHANDRA, Administrator,
4 REAL ESTATE DIVISION, DEPARTMENT
5 OF BUSINESS AND INDUSTRY,
6 STATE OF NEVADA,

Case No. 2023-463

7 Petitioner,

FILED

8 vs.

MAY 29 2024

9 CHARLES F. BOWSHIER,
10 (S.0036055)

REAL ESTATE COMMISSION

11 Respondent.

BY Kelly Valadez

12 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

13 This matter came on for hearing before the Real Estate Commission, Department of Business and
14 Industry, State of Nevada (the "Commission"), during a regular agenda set for a three-day stack
15 commencing May 14, 2024 (the "Hearing"). RESPONDENT Charles F. Bowshier ("Respondent")
16 appeared, with his counsel Jocelyne R. Uy (Bar No. 9708) of WUV Law Firm LLC. Christal Park
17 Keegan, Esq., Deputy Attorney General ("DAG Keegan") with the Nevada Attorney General's Office,
18 appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of
19 Nevada (the "Division").

20 DAG Keegan informed the Commission that Respondent had stipulated to the Division's factual
21 allegations and violations of law. DAG Keegan informed the Commission that on the eve of the Hearing,
22 May 13, 2024, Respondent submitted a written statement. Accordingly, DAG Keegan proceeded with
23 presenting testimony from its witness Complainant Maria Juana Rangel. Respondent's Attorney Uy
24 addressed the Commission, and Respondent provided testimony.

25 After hearing testimony presented in this matter and for good cause appearing, the Commission
26 now enters its Findings of Fact, Conclusions of Law, and Order against RESPONDENT as follows:

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9. Until, on or about May 24, 2023, a purchase agreement for the Property was signed electronically at 11:38 PM by the RESPONDENT without the knowledge of his client, the Complainant, for the price of \$242,000. *NRED 000114 – NRED 000129.*

10. On or about June 9, 2023, the Property escrow closed for the sales price \$242,000. Broker NRED 000125, and NRED 000126.

11. RESPONDENT, in a letter written, admitted he "made the mistake of signing for [Complainant] accepting an offer of \$242,000 when in fact the price should have been \$332,000."
NRED 000028.

12. RESPONDENT admitted he "accept[s] full responsibility and consequences of this act."
NRED 000028.

13. RESPONDENT stated that he will commit to paying Complainant the amount of \$90,000 on or before December 31, 2023. *NRED 000028*.

14. As of October 30, 2023, RESPONDENT had not made any payments to the Complainant.
NRED 000050 – NRED 000054.

CONCLUSIONS OF LAW

Whereas the Commission found that the Division proved by a preponderance of the evidence the foregoing findings of fact, and unanimously concludes that the RESPONDENT committed the following violations of law, as presented in the Complaint:

1. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) for committing deceitful, fraudulent and/or dishonest dealings by failing to do his utmost to protect the public against fraud, misrepresentation and/or unethical real estate practices when he knowingly signed his client's name electronically on the purchase agreement dated May 24, 2023.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) for committing grossly negligent and/or incompetent acts when he breached his obligation of absolute fidelity to his client's interest, when, without her knowledge, he electronically signed his client's name on the purchase agreement dated May 24, 2023 at a lowered price of \$242,000.

3. RESPONDENT violated NAC 645.650(2) for failing to provide paperwork timely or not at all to his broker despite repeated requests to do so.

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