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**FILED**  
NOV 01 2024  
REAL ESTATE COMMISSION  
BY *Kelley Valadez*

7 **BEFORE THE REAL ESTATE COMMISSION**

8 **STATE OF NEVADA**

9 SHARATH CHANDRA, Administrator, REAL  
ESTATE DIVISION, DEPARTMENT OF  
10 BUSINESS AND INDUSTRY, STATE OF  
NEVADA,

CASE NO. 2024-749

**ANSWER TO COMPLAINT**

11 Petitioner,

12 vs.

13 JAMES SHARKEY,  
14 (S.0195534-INACTIVE, BUSB.0007200-  
INACTIVE, B-DENIED, PROV.00013000-TSA-  
15 CLOSED, TS.3007674-AGEN-CLOSED,  
16 TS.3012578-RFP-CLOSED, TS.3017714-  
CLOSED),

17 Respondent.  
18

19 Respondent JAMES SHARKEY ("Respondent") hereby provides his Answer to the  
20 Complaint and Notice of Hearing (the "Complaint") filed by the REAL ESTATE DIVISION (the  
21 "Division") as follows:

22 **JURISDICTION**

23 Respondent DENIES the jurisdictional assertion, including specifically the assertion that  
24 he held himself out and/or otherwise performed acts as a person licensed as a broker, salesperson,  
25 and/or business broker at all relevant times mentioned in the Complaint.

26 **FACTAL ALLEGATIONS**

27 1. Answering Paragraph 1 of the Complaint, Defendant is without knowledge or  
28 information sufficient to admit or deny the allegations therein, and on that basis denies the

1 allegations therein.

2 2. Answering Paragraph 2 of the Complaint, Respondent is without sufficient  
3 information on which to admit or deny the specific date within the allegation, but admits the  
4 allegation that at some time his real estate salesperson license was inactive.

5 3. Answering Paragraph 3 of the Complaint, Respondent denies the allegations  
6 therein, including specifically the fact that the contact with the listing agent was on behalf of a  
7 client of Audrey Sharkey (“Audrey”), not Respondent, and was made at the request of Audrey.

8 4. Answering Paragraph 4 of the Complaint, Respondent denies the allegations  
9 therein, including specifically that the inquiry stated is a question of clarification and does not  
10 constitute “negotiation of a commercial lease,” and noting the fact that Audrey was sitting next to  
11 Respondent at the time of the inquiry, and requested that Respondent relay her inquiry.

12 5. Answering Paragraph 5 of the Complaint, Respondent admits the fact of the  
13 communication, but denies that he prepared any LOI.

14 6. Answering Paragraph 6 of the Complaint, Respondent admits the allegations  
15 therein.

16 7. Answering Paragraph 7 of the Complaint, Respondent admits the allegations  
17 therein.

18 8. Answering Paragraph 8 of the Complaint, Respondent is without knowledge or  
19 information sufficient to admit or deny the allegations therein, and on that basis denies the  
20 allegations therein.

21 9. Answering Paragraph 9 of the Complaint, Respondent admits the allegations  
22 therein.

23 10. Answering Paragraph 10 of the Complaint, Respondent admits the allegations  
24 therein, and clarifies that this is what Audrey and her broker requested.

25 11. Answering Paragraph 11 of the Complaint, Respondent admits the allegations  
26 therein, and clarifies that he was expecting approval of his broker’s application in a standard two-  
27 week timeline, but the process inexplicably took 47 days and until notified that the application was  
28 not approved, he forgot to adjust the signature block.

1           12.     Answering Paragraph 12 of the Complaint, Respondent admits the allegations  
2     therein in terms of the fact that the sales and business numbers were on the document, but see  
3     Response Nos. 1 & 2.

4           13.     Answering Paragraph 13 of the Complaint, Respondent is without knowledge or  
5     information sufficient to admit or deny the date of the listing agent's communications, and on that  
6     basis denies the allegations therein.

7           14.     Answering Paragraph 14 of the Complaint, Respondent admits the allegations  
8     therein.

9           15.     Answering Paragraph 15 of the Complaint, Respondent admits the allegations  
10    therein, and clarifies that drafting a document for Audrey and her broker's review and approval  
11    does not require licensing.

12          16.     Answering Paragraph 16 of the Complaint, Respondent admits the allegations  
13    therein, but clarifies that prior to that time Respondent had clearly and in writing delineated his  
14    involvement as a transactional assistant to Audrey and/or construction contractor. It is further  
15    noteworthy that the remainder of that same communication, putting the conversation back into  
16    context, includes that Valerie had Audrey's contact information all along and could have gone  
17    direct to her at any time, and further that Valerie refused to do so upon her view that Audrey was  
18    supposedly not qualified to oversee the transaction.

19          17.     Answering Paragraph 17 of the Complaint, Respondent is without knowledge or  
20    information sufficient to admit or deny, and on that basis denies the allegations therein.

21          18.     Answering Paragraph 18 or the Complaint, Respondent denies the allegations  
22    therein.

23          19.     Answering Paragraph 19 or the Complaint, Respondent is without knowledge or  
24    information sufficient to admit or deny, and on that basis denies the allegations therein.

25          20.     Answering Paragraph 20 or the Complaint, Respondent admits the allegations  
26    therein, but clarifies that Nathan Elser was Audrey's broker, not Respondent's broker.

27          21.     Answering Paragraph 21 of the Complaint, Respondent admits the allegations  
28    therein, but clarifies that James Sharkey, Inc. is wholly owned by Audrey, not Respondent.



1 granted.

2 2. Petitioner is barred from its claims as a result of its own breach of due obligations  
3 to Respondent.

4 3. Petitioner is barred from its claims as a result of its own negligence related to duties  
5 owed to Respondent.

6 4. At all times relevant herein, Respondent acted as a transactional liaison, in keeping  
7 with the appropriate roles for transactional liaisons as defined by the Division, itself.

8 5. Petitioner has failed to mitigate alleged violations by specifically addressing them  
9 to the attention of Respondent, in fact concealing them from Respondent under an abuse of NRS  
10 NRS 645.625(1), which provides explicitly that documents “may be disclosed in whole or in part”  
11 when necessary to administer the Division’s charter.

12 6. The conduct of Defendant was justified within the circumstances.

13 7. The conduct of Defendant was permitted within the circumstances.

14 8. Petitioner’s claims have been waived as a result of Petitioner’s own actions,  
15 inactions, and conduct.

16 9. Petitioner’s claims are made and based on prejudicial hostility and bias toward this  
17 Respondent, as evidenced by the denial of his Broker’s license and the fabricated reasons therefor.

18 10. The actions of the Division show purposeful retaliation for Petitioner’s submission  
19 of a complaint against a Division official.

20 11. Some affirmative defenses may have been pled for purposes of non-waiver.  
21 Respondent reserves the right to amend and/or agree to abandon some affirmative defenses as  
22 discovery progresses.

23 12. All possible affirmative defenses may not have been alleged herein insofar as  
24 sufficient facts were not available after reasonable inquiry upon the filing of this Answer, and  
25 therefore, Respondent reserves the right to amend this answer to allege additional affirmative  
26 defenses if subsequent investigation warrants.

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WHEREFORE, Respondent prays for relief as follows:

- 1. That the Division enter no discipline upon its Complaint on file herein;
- 2. For such other and further relief that the Division deems just and proper.

Dated this 1<sup>st</sup> day of November 2024.



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KENNETH E. HOGAN  
Nevada Bar No. 10083  
*Attorneys for James Sharkey*

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**CERTIFICATE OF SERVICE**

The undersigned, Kenneth E. Hogan, Esq., hereby certifies that on the 1<sup>st</sup> day of November 2024, the foregoing was electronically provided to the Division and Division's counsel via email.



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KENNETH HOGAN, ESQ.