BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA, Petitioner, vs. TOMMY DELOSREYES, (S.0192508 – Active), Respondent.	Case No. 2025-373 FILED JUN 2 2 2026 REAL ESTATE COMMISSION BY

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This matter came on for hearing before the Real Estate Commission, Department of Business and Industry, State of Nevada (the "Commission"), during its regularly scheduled hearing agenda, on May 5, 2026 (the "Hearing"). RESPONDENT Tommy Delosreyes (hereinafter, "RESPONDENT DELOSREYES" or "RESPONDENT") did not appear in person, through counsel, or otherwise, nor did he answer the complaint. William C. Peper, Esq., Deputy Attorney General ("DAG Peper") with the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division").

DAG Peper called Commission Coordinator Amy Reveyrand to testify regarding service of process of the formal complaint and other notices sent to RESPONDENT DELOSREYES. The Commission thereafter took notice of the documents filed by the Division to substantiate the allegations within the Complaint and found satisfactory and timely service of process with respect to the Complaint, Notice of the Complaint, Notice of Documents and the Division's Bates-stamped documents, NRED0001-0154.

The Commission subsequently granted DAG Peper's motion to admit these documents, Bates-stamped NRED0001-0154, into the record. Following a request made by the Commission, DAG Peper recited the Complaint's alleged facts and violations, as set forth in the Complaint, into the record.

After hearing witness testimony and examining the evidence presented in this matter, and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of Law, and Order by default against RESPONDENT DELOSREYES as follows:

JURISDICTION

RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a Real Estate Salesperson (S.0192508). RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS Chapter 645 and NAC Chapter 645.

FINDINGS OF FACT

Based on a preponderance of the evidence in the record, the documents admitted at the Hearing, and other evidence in the record, the Commission voted to find all the following factual allegations were proven by default:

1. At all times relevant to this Complaint, RESPONDENT has been licensed with the Nevada Real Estate Division with real estate salesperson's license no. S.0192508.

2. At all times relevant to this Complaint, RESPONDENT represented 87-year-old Joseph Gouthro[1] in connection with and during the course of the sale of Joseph Gouthro's residence located at 925 Felix Palm Drive, North Las Vegas, Nevada ("Residence") in early 2025.

3. On or about January 8, 2025, Mr. Gouthro entered into a listing agreement prepared by RESPONDENT and signed by Mr. Gouthro and RESPONDENT, and by RESPONDENT'S broker, Bryan Jones, of Broker Realty, LLC, on January 24, 2025 ("Listing Agreement").

4. Among the terms and conditions of the Listing Agreement, Mr. Gouthro agreed to pay 1.5% of the selling price, and a fixed sum of "2K" as a commission to the

[1] As trustee of his living trust.

listing broker.[2] Any commissions that might be paid to the buyer's broker/agent were left to future negotiation.

5. Subsequently, an offer was made by a certain couple ("BUYERS"), and after one counteroffer, the buyers and Mr. Gouthro agreed on a selling price of $450,000 together with a buyer commission of $8,900.00, representing 2% of the selling price, to be paid by Mr. Gouthro, and a seller's commission of $6,675.00, all calculated on a net selling price of $445,000, after a seller concession of $5,000.00 for closing costs.

6. During the period when Mr. Gouthro was negotiating a listing agreement as well as at all times relevant to the events surrounding the transaction for the sale of his Residence, Mr. Gouthro was, for part of this period, hospitalized, and, subsequently, unable to manage his financial affairs and, in fact, was assisted by his niece, Teresa Perron, who held power of attorney, and RESPONDENT was aware of these circumstances.

7. During the escrow period, the buyers carried out inspections and subsequently proposed repairs and other work from Mr. Gouthro, and that Mr. Gouthro needed to sell and/or remove furniture from the Residence and otherwise take steps to provide the Residence in a state of vacancy together with an appropriate cleanout. To accomplish these objectives, the parties negotiated a series of three addenda to the purchase agreement.

8. The "Request for Repairs No. 2" to the Purchase Agreement[3] was evidently never signed by the buyers or Mr. Gouthro, until March 5, 2025, the day before closing, and contained clauses that required the Seller to repair a drain pipe & A/C, and the Mr. Gouthro was to contribute $2,800 for repair at "...COE to satisfy outstanding invoice based on buyer's contributions to repairs already rendered."

9. The third addendum to the purchase agreement was signed on February 19, 2025, by Joseph Gouthro, the seller, and on February 26, 2025, by the buyers, and stated that a BUYERS' agent's credit of $550 to seller was to be issued at close of escrow.

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[2] The "2K" appears to reflect the flat transaction fee of $2,000 charged to the seller, and appearing on the closing statement separately from the percentage-based commission.

[3] The first amendment to the purchase agreement addressed extending the due diligence period and is not relevant here.

10. At some point during the escrow period, RESPONDENT prepared an invoice, purportedly from JIP Plumbing & Construction LLC, for alleged work performed at the Residence, and then requested payment from Mr. Gouthro, who in fact issued a check to RESPONDENT for $1,300.00.

11. At some point during the escrow period, RESPONDENT prepared a second invoice, for cleaning services, purportedly from Will Out West – Home Restoration, for alleged work claimed to have been performed at the Residence and then requested payment from Mr. Gouthro who in fact issued a check to RESPONDENT for $2,300.00.

12. RESPONDENT also coordinated the sale and removal of furniture and other possessions, and informed Mr. Gouthro's attorney-in-fact that RESPONDENT would hold a sale and generate proceeds to benefit Mr. Gouthro.

13. In fact, no sale was held, or, in the case of some furniture that RESPONDENT permitted the Buyers to obtain, no payment was required and therefore RESPONDENT received no funds in connection with any of the furniture or other possessions RESPONDENT sold or gave away. To date, no inventory and disposition list has ever been provided to Mr. Gouthro.

14. The Division contacted Jhony Ipina, the owner of JIP Plumbing & Construction LLC, who, after review of the JIP Plumbing invoice, stated in writing that he did not own the referenced company and did not claim he had issued the invoice statement.

15. The Division also contacted William Wilson, the owner of Will out West, who, after reviewing the Will out West invoice, stated in writing that the invoice was not for work from his firm and that he did not issue the invoice statement.

16. RESPONDENT provided both the JIP Plumbing statement and the Will Out West statement to The Division and claimed that the respective $1,300 and $2,300 payments were made to these vendors when neither payment was made to either vendor.

17. Instead, RESPONDENT created the invoices and presented them both to Mr. Gouthro's attorney-in-fact and The Division as if they were created by third-party vendors, when, in fact, the payments were directed to and received by RESPONDENT.

18. RESPONDENT'S then-broker, Real Broker, LLC, and Bryan Jones, issued a sworn statement to The Division whereby Mr. Jones stated that the brokerage was unaware of any payments having been made to or received by its then agent, RESPONDENT, and then turned over to Real Broker, LLC.

19. Further, Mr. Jones stated that there was no record in his files of any payments being made to RESPONDENT, or that RESPONDENT had obtained permission from the broker to receive such payments.

20. Ms. Perron had also had conversations with Mr. Gouthro, who told Ms. Perron that RESPONDENT pressured him to pay the checks, and that RESPONDENT deserved the $2,300 as a bonus, which, according to Mr. Gouthro, RESPONDENT continued to pressure Mr. Gouthro until it was paid.

21. The invoice for this payment was, however, not created until March 6, 2025, the day after the payment.

22. The closing statement reflects a charge of $700 to a vendor named Big Red LLC, for house cleaning services.

23. On March 26, 2025, after reviewing some of the records, Ms. Perron questioned RESPONDENT as to why the two checks were payable directly to RESPONDENT; RESPONDENT replied by stating that the providers would have invoices by the next Friday or Monday.

24. As to the furniture, RESPONDENT told Ms. Perron, by text, that the furniture had been sold to the Buyers, but that the Buyers never paid for it and simply "acted in bad faith." RESPONDENT provided no inventory of furniture, bills of sale, or other documentary evidence as to disposal of Mr. Gouthro's possessions to either Mr. Gouthro or his attorney-in-fact.

25. On April 22, 2025, Teresa Perron ("Ms. Perron") filed a Statement of Fact/Complaint with The Division ("COMPLAINT"), alleging that, among other matters, RESPONDENT (1) improperly billed her uncle, Joe Gouthro $2,300 for "house cleaning," (2) improperly billed Mr. Gouthro $1,300 for repair work that was never completed; (3)

disposed of Mr. Gouthro's furniture and other personal property without consent or evidence of payment, and, (4) generally mislead Mr. Gouthro in connection with the entire listing and negotiations, as Mr. Gouthro was hospitalized and in a vulnerable state as an elderly, 87 year old man.

26. Ms. Perron in her Complaint stated that she had conversations with RESPONDENT shortly after closing as to the two checks paid to RESPONDENT and not shown on the closing statement or otherwise delivered first to RESPONDENT'S broker. In reply, RESPONDENT admitted that the $2,300 payment was a personal bonus to RESPONDENT, disguised as a legitimate vendor payment for housecleaning, and that $1,300 payment was based on "three bids."

27. On May 30, 2025, The Division issued a letter to RESPONDENT with a copy of the COMPLAINT, seeking RESPONDENT'S response to the allegations, to be provided under oath in affidavit form.

28. On December 9, 2025, The Division sent RESPONDENT a letter, requesting a copy of RESPONDENT'S notarized affidavit, sworn declaration, and any other documents previously submitted to The Division in connection with the ongoing investigation.[4]

29. RESPONDENT provided a sworn statement dated January 8, 2026, whereby RESPONDENT admitted there were payments of $1,300, $2,300 and then $700 for cleaning services, but failing to acknowledge that the first two payments were made to RESPONDENT and based on fraudulent invoices, and that there had been no accounting of Mr. Gouthro's furniture and other possessions, other than to imply that the $2,300 representing costs for "junk removal, cleanup, and disposal services…"

30. However, no itemization or report on Mr. Gouthro's personal property items was prepared and the statement failed to address prior statements that RESPONDENT had sold some furniture to the BUYERS but never received payment for that furniture and no bills of sale exist for those transactions.

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[4] The letter re-requested a sworn statement and referenced that some prior documents were lost through some data retention issues.

31. On February 3, 2026, RESPONDENT sent an email reply to The Division, whereby he failed to address the core allegations in the Complaint, namely, the two payments and the disposal of his client's furniture, as well as the use of fraudulent invoices to mislead not only his client, his client's attorney-in-fact, but also The Division.

32. On March 10, 2026, The Division sent RESPONDENT an NRS 233B letter via certified mail, referencing violations of the following: NRS 645.630 1(c) pursuant to NRS 645.280 2; NRS 645.630 1(i); NRS 645.633 1(i) pursuant to NAC 645.605 1; NRS 645.633 1(i) pursuant to NAC 645.605 11(d); NRS 645.6051 1; NRS 645.633 1(i) pursuant to NRS 645.6051 2(a); NRS 645.633 1(i) pursuant to NAC 645.605 11(c); and NAC 645.252 2.

CONCLUSIONS OF LAW

Based on the foregoing factual findings and the preponderance of the evidence, the Commission voted that all the following violations of law have been proven by default:

1. RESPONDENT willfully and knowingly violated NRS 645.630 1(c), pursuant to NRS 645.280 2, by accepting compensation from a person other than the broker under whom he is licensed at the time of the real estate transaction.
2. RESPONDENT willfully and knowingly violated NRS 645.630 1(i), by failing to place in the custody of his licensed broker, as soon as possible, any deposit or other money or consideration entrusted to him by any person dealing with him as the representative of his licensed broker.
3. RESPONDENT willfully and knowingly violated NRS 645.633 1(i), pursuant to NAC 645.605 1, by failing to protect the public against fraud or misrepresentation or unethical practices related to real estate by providing false and forged invoices to the Complainant when questioned about the checks written by the seller.
4. RESPONDENT willfully and knowingly violated NRS 645.633 1(i), pursuant to NAC 645.605 11(d), by submitting false and forged invoices to The Division as part of his response.

5. RESPONDENT willfully and knowingly violated NRS 645.6051 1, by failing to maintain records of work performed on a residential property.

6. RESPONDENT willfully and knowingly violated NRS 645.633 1(i), pursuant to NRS 645.6051 2(a), by using unlicensed contractors to complete work RESPONDENT helped arrange for his client.

7. RESPONDENT willfully and knowingly violated NRS 645.633 1(i), pursuant to NAC 645.605 11(c), by supplying false information to an investigator, auditor or any other officer of The Division.

8. RESPONDENT willfully and knowingly violated NAC 645.252 2, by failing to exercise reasonable skill and care with respect to all parties, in particular, by managing the sale and/or disposal of his client's personal property, including furniture and other belongings, and failing to maintain records documenting these transactions.

ORDER

Based on the foregoing findings of facts and violations of law, the Commission hereby Orders:

1. RESPONDENT DELOSREYES shall pay the Division a total of $82,895.40 ("Amount Due"), consisting of $80,000.00 in administrative fines, plus the Division's fees and costs in the amount of $2,895.40. The Amount Due shall be paid to the Division within ninety (90) days of the effective date of this Order.

2. If the Amount Due is not actually received by the Division on or before its due date, it shall be a default by RESPONDENT DELOSREYES. In the event of default, he unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default, and the Division may obtain a judgment for the amount owed, including collection fees and costs.

3. All of RESPONDENT DELOSREYES' licenses, permits, and certificates issued by the Nevada Real Estate Division, including his Salesperson's license, are hereby

3. All of RESPONDENT DELOSREYES' licenses, permits, and certificates issued by the Nevada Real Estate Division, including his Salesperson's license, are hereby revoked, for a period of ten (10) years from the effective date of this order.

4. The Commission retains jurisdiction for correcting any errors that may have occurred in the drafting and issuance of this document.

5. This order shall become effective on the 22nd day of July, 2026.

DATED this 22nd day of June, 2026.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: Donna A. Ruthe
President Donna A. Ruthe
Nevada Real Estate Commission

Submitted by:

AARON D. FORD
Attorney General

By: /s/ William C. Peper

WILLIAM C. PEPER (#16741)
Deputy Attorney General
1 State of Nevada Way, Suite 100
Las Vegas, Nevada 89119
wpeper@ag.nv.gov
(702) 486-3184
Attorneys for Nevada Real Estate Division