BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. JOHN GRANT, Respondent.	**Case No. 2020-632**

FILED

NOV 13 2023

REAL ESTATE COMMISSION

BY Kelley Valadez

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Phil W. Su, Esq., and JOHN GRANT, ("RESPONDENT") by and through his attorney of record, Rick Hsu, Esq.

RESPONDENT was licensed as a Nevada real estate broker (B0039561.CORP) at all relevant times mentioned in this Complaint, and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT

1. At all times relevant to the times mentioned in this Complaint, John E. Grant ("RESPONDENT") held a valid and active Nevada real estate broker license (B.0039561.CORP).

2. COMPLAINANT Rick LaMay provided the Division on July 17, 2020, with an electronic advertisement from Park Brokerage, Inc. that touted the close of escrow of Green Acres Mobile Home and RV Park located at 501 W. Moana, Reno, NV("Green Acres" or "Green Acres RV Park") for $8,000,000.00 on July 16, 2020.

3. The Green Acres electronic advertisement specifically stated that "John Sheedy, Senior Vice President with Park Brokerage, Inc., represented the seller and procured [the buyer]" for the Green Acres RV Park property.

4. Sheedy's Nevada salesperson license had expired in April 2018 and had not been renewed by the date escrow closed on Green Acres in July of 2020.

5. The Division's investigation revealed another electronic advertisement from Park Brokerage for a second mobile home park, Sierra Skies RV Resort, located at 1400 Old Hot Springs Rd, Carson City, NV 89706 ("Sierra Skies RV Resort") available for $4,500,000.00 as of July 17, 2020.

6. The Park Brokerage,Inc. website (www.parkbrokerage.com) advertised two other Nevada Properties that indicated interested buyers should contact Sheedy for more information: Y Rancho Mobile Home Park, located at 501 El Rancho Rd., Sparks, NV, ("Y Rancho Mobile Home Park") and Nevada Treasure RV Resort, located at 301 W. Leslie St., Pahrump, NV ("(Nevada Treasure RV Resort").

7. The Park Brokerage,Inc. website further noted that the Y Rancho Mobile Home Park was listed for $9,150,000 and sale closed on 10/31/2019 and Nevada Treasure RV Resort listed for $5,250,000 and sale closed on 11/02/2018.

8. An advertisement for Nevada Treasure RV Resort listed John Sheedy as the sales contact for the property.

9. An advertisement for Y Rancho Mobile Home Park listed John Sheedy as a sales contact for the property.

10. In RESPONDENT'S response to the Division's letter opening investigation against him regarding Green Acres and Sierra Skies RV Resort, he stated to the NRED investigator: "I have been a licensed real estate broker in the State of Nevada for about 20 years. Do I still need to respond to all the request? [sic] You can go to your website and confirm."

11. RESPONDENT further responded that he did not have a listing for Green Acres RV Park because the seller marketed the property himself and that RESPONDENT brought an offer that successfully closed. RESPONDENT also stated that he had a listing agreement for Sierra Skies RV Park but could not find a copy to send, and that the property never sold and the listing was ultimately cancelled.

12. In Sheedy's response to the Division's separate investigation against him, Sheedy claimed that his broker, RESPONDENT, was both broker of record and listing agent for Sierra Skies RV Resort and for Green Acres RV Park, and that RESPONDENT would provide broker files for both properties.

13. RESPONDENT ultimately produced what he claims were the full files in his possession for Green Acres RV Park, Sierra Skies RV Park, Nevada Treasure RV Resort, and Y Rancho Mobile Home Park.

14. There was no signed duties owed form or signed listing agreement found in the broker file for Green Acres RV Park.

15. There was no signed duties owed form found in the broker file for Sierra Skies RV Park.

16. There was no signed duties owed form found in the broker file for Nevada Treasure RV Resort.

17. There was no signed duties owed form found in the broker file for Y Rancho Mobile Home Park.

18. The Purchase and Sale Agreement with Escrow Instructions for Green Acres RV Park provided that a broker's commission was paid to Park Brokerage Inc. in the sum of $160,000.00.

19. The Final Settlement Statement dated July 16, 2020 for Green Acres RV Park notes that Park Brokerage Inc. was paid a commission of $145,000.00.

20. The Hellosign Audit Trail sheet stated that "Title-Commission-Reno/File Name-Broker Signing Package.pdf, dated 07/14/2020, was sent for signature from jsheedy @ parkbrokerage.com to john @ parkbrokerage.com, and signed by RESPONDENT on the following day.

21. The seller's estimated settlement statement for Nevada Treasure RV Resort indicated an estimated settlement date of 11/02/2018 and that Park Brokerage Inc. was to be paid a sum of $202,000.00 in commission for representing the seller in that sale.

22. The seller's estimated settlement statement for Y Rancho Mobile Home Park indicated an estimated settlement date of 10/31/2019 and that Park Brokerage Inc. was to be paid a sum of $183,000.00 in commission for representing the seller in that sale.

SUMMARY OF ALLEGED VIOLATIONS OF LAW

23. RESPONDENT is alleged to have violated NRS 645.635(1)(a) pursuant to NAC 645.600(1) on three (3) separate occasions when he allowed an unlicensed individual, John Sheedy, to be listed on his brokerage website in advertisements for three different properties (Green Acres RV Park, Nevada Treasure RV Resort, and Y Rancho Mobile Home Park) that ultimately went to final sale.

24. RESPONDENT is alleged to have violated NRS 645.630(1)(a) pursuant to NRS 645.252(3)(a) on four (4) separate occasions when he failed to provide the Division with signed duties owed forms for the four aforementioned properties for which he was the listing broker of record.

25. RESPONDENT is alleged to have violated NRS 645.635(6) on two (2) separate occasions when he failed to provide the Division with listing agreements for Green Acres RV Park and Sierra Skies RV Park, for which he was the listing broker of record.

PROPOSED SETTLEMENT

By entering into this Stipulation, the RESPONDENT does not admit the above factual allegations but agrees to waive his right to contest the above alleged violations if the Stipulation is approved by the Commission. Accordingly, in an effort to avoid the time and expense of litigating these issues before the Commission, as well as any possible further legal appeals from any such decision, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of $26,554.00 ("Amount Due"), consisting of a $21,000.00 administrative fine imposed by the Division, the Division's pre-hearing costs and fees in the amount of $650.00, and pre-hearing attorney's fees in the amount of $4,904.00.

a. The Amount Due shall be payable to the Division in full within thirty (30) days of the date of the order approving this settlement.

b. No grace period is permitted. If the payment is not actually received by the Division on or before its due date, it shall be construed as an event of default by Respondent.

2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is approved and fully performed, the Division will close its file in this matter.

3. The Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

4. RESPONDENT agrees and understands that by entering into this Stipulation RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be represented by legal counsel in this matter at his own expense.

5. RESPONDENT shall bear his own attorney's fees and costs.

6. Approval of Stipulation. Once executed, this Stipulation will be filed with the Commission and will be placed on the agenda for approval at its next public meeting. The Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by RESPONDENT before any amendment may be considered effective.

7. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and the Division may pursue its Complaint before the Commission.

8. Stipulation is Not Evidence. Neither this Stipulation nor any statements made concerning this Stipulation may be discussed or introduced into evidence at any hearing on the Complaint, if the Division must ultimately present its case based on the Complaint filed in this matter.

9. Release. In consideration of the execution of this Stipulation, RESPONDENT for himself, his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of their respective members, agents, employees, and counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,

claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto.

10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigation, this disciplinary action, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the persons and/or entities named in this section as a result of said claims, suits, and actions.

11. Default. In the event of default, RESPONDENT agrees that his active licenses and permits issued by the Division, if any, shall be immediately suspended, and the 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. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspensions shall continue until the unpaid monetary assessments are paid in full.

12. RESPONDENT confirms that he has signed and dated this Stipulation only after reading and fully understanding all terms herein.

DATED this 6th day of November, 2023.

By: _____
JOHN GRANT
Respondent

DATED this 6 day of November, 2023.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

Approved as to form:

MAUPIN COX LEGOY

By: Rick Hsu
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ORDER APPROVING STIPULATION
Case No. 2020-631

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on November 7-9, 2023, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation for Settlement of Disciplinary Action is approved in full.

Dated: this 13 day of November, 2023.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: _____
President, Nevada Real Estate Commission