BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA, Petitioner, vs. DINORA SHARPE, (S.0034139) Respondent.	Case No. 2023-460 FILED MAY 29 2024 REAL ESTATE COMMISSION BY Kelly Valadez

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 a regular agenda set for a three-day stack commencing May 14, 2024, with the matter called on May 15, 2024 and heard through May 16, 2024 (the "Hearing"). RESPONDENT Dinora Sharpe ("RESPONDENT") appeared, with her counsel John V. Spilotro (Bar No. 4134) with the Law Office of John V. Spilotro, Esq. and Lisa Marie Szyc (Bar No. 11726) with the Law Office of Backus Burden. Christal Park Keegan, Esq., Deputy Attorney General 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").

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

JURISDICTION

RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a salesperson under license number S.0034139. 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

The Commission, based on the evidence presented during the Hearing, by majority vote enters the finding of the following facts:

1. During all times relevant to the Complaint, the Complainant was an 83-year-old widower. *NRED 000098, and NRED 000030.*

2. On or about August 14, 2017, RESPONDENT commenced as the listing agent for Complainant's real property located at 3578 Homecrest Drive, Las Vegas, NV 89121 (the "Homecrest Property"). *NRED 000290 – NRED 000297.*

3. The listing agreement provided the listing price shall be $179,900 with a suggested amount of $3,000 earnest money deposit. *NRED 000290.*

4. The listing agreement indicated cash, conventional and FHA as terms of sale, and made no indication of intent to do an owner carry. *NRED 000290.*

5. The listing agreement, prepared by the RESPONDENT, also indicated it did not authorize keybox access to the property, which purpose and function was to permit access to other licensed professionals to the interior or the Property to facilitate the sale of the Property. *NRED 000292 – NRED 000293.*

6. On or about August 16, 2017, RESPONDENT obtained authorizations to represent Complainant/Seller and the Buyer Ben Clopot, with whom RESPONDENT had a relationship with. *NRED 000185, and NRED 000314.*

7. On or about September 7, 2017, RESPONDENT prepared a purchase agreement for the Homecrest Property between "Ben Clopot or assignee" and Complainant at the purchase price of $165,000. *NRED 000188 – NRED 000202.*

8. The purchase agreement was presented with zero earnest money down, and an owner carry of $88,500 subject to the financing addendum. *NRED 000188.*

9. The financing addendum terms stated the principal balance of $88,000.00 would be interest only payments. *NRED 000198 – NRED 000199.*

10. The financing addendum's additional terms clarified that "PAYMENTS SHALL GO AS FOLLOWS: INTEREST ONLY ON $88,500 @ 6% AMORTIZED OVER 30 YRS: $350.00…". *NRED 000200.*

11. On or about September 22, 2017, Complainant conveyed the Homecrest Property to Mr. Clopot. *NRED 000064 – NRED 000069.*

12. Mr. Clopot subsequently sold the Homecrest Property to the RESPONDENT. *NRED 000070 – NRED 000074.*

13. Shortly thereafter, RESPONDENT transferred the Homecrest Property into the Cintra Revocable Trust for which she was a trustee. *NRED 000075 – NRED 000082.*

14. Complainant also owned another property in joint tenancy located at 3390 Southridge Avenue, Las Vegas, Nevada 89121 ("Southridge Property"). *NRED 000100 – NRED 000103.*

15. At RESPONDENT'S request, on or about December 22, 2020, Complainant executed an Affidavit terminating the deceased joint tenant. *NRED 000028.*

16. The Affidavit requested recorded mail to be sent to Complainant but handwritten in was the RESPONDENT'S address located at 2911 Bel Air Drive, Las Vegas, NV 89109. *NRED 000028.*

17. The same day, on or about December 22, 2020, at RESPONDENT'S request, Complainant added the RESPONDENT as a joint tenant of the Southridge Property. *NRED 000024 – NRED 000027.*

18. Even though the Southridge Property was held jointly, it was only the RESPONDENT'S mailing address requested for tax statements to be sent to. *NRED 000027.*

19. The Clark County Recorder receipt demonstrates the RESPONDENT paid for these recorded items; the Affidavit Termination and the Deed for the Southridge Property. *NRED 000171.*

20. During all times relevant to the Complaint, RESPONDENT befriended the elderly Complainant. *NRED 000161 – NRED 000162, and NRED 000098.*

21. During all times relevant to the Complaint, RESPONDENT obtained use of Complainant's credit cards and checking account. *NRED 000161.*

22. RESPONDENT admitted she used three (3) or four (4) of Complainant's credit cards over the years. *NRED 000161.*

23. RESPONDENT admitted she used Complainant's checking account to pay her monthly dues for the Las Vegas Country Club. *NRED 000161.*

24. RESPONDENT did not deny that she paid $300 a month to Redbarn for dog food from Complainant's bank account when Complainant did not have a dog. *NRED 000098, and NRED 000161 – NRED 000162.*

25. RESPONDENT did not deny that she was spending over $5,000 a month on Complainant's Discover credit card for her own personal use. *NRED 000098, and NRED 000161.*

26. RESPONDENT admitted she takes "full responsibility for the charges made by me that were not for [Complainant]" on the Discover credit cards. *NRED 000161.*

27. RESPONDENT admitted in November of 2022 Complainant went to the hospital during which time she stated "Our purchases definitely got crossed." *NRED 000162.*

CONCLUSIONS OF LAW

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

1. RESPONDENT violated NRS 645.630(1)(h) for converting the money of her client for her own personal use.

2. RESPONDENT violated NRS 645.633(1)(i) for committing deceitful, fraudulent and/or dishonest acts on four counts:

   a. When RESPONDENT used Complainant's money for purposes other than intended, and spent over $5,000 a month on Complainant's credit card for her own personal use; and/or

   b. When RESPONDENT used Complainant's money to pay her $500 monthly dues for the Las Vegas Country Club; and/or

   c. When RESPONDENT used Complainant's money to pay for her dog's $300 monthly supply of food; and/or

   d. RESPONDENT committed misrepresentations upon the Complainant in furtherance of gaining joint ownership on to the Southridge Property.

3. RESPONDENT violated NRS 645.252(2) when she failed to exercise reasonable skill and care with respect to *all* parties with regards to the Homecrest Property transaction (emphasis added).

4. RESPONDENT violated NRS 645.254(1) when she failed to exercise reasonable skill and care in carrying out her duties to her client, the Complainant, pursuant to the terms spelled out in the brokerage listing agreement.

5. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) for committing grossly negligent and/or incompetent acts when she breached her obligation of absolute fidelity to her principal's interest and/or to deal fairly with all parties to the real estate transaction, when she was clearly advancing the interests of the buyer Mr. Clopot and/or herself.

ORDER

The Commission, being fully apprised in the premises, and good cause appearing to the Commission, and by majority vote, ORDERS as follows:

1. Respondent shall pay an administrative fine to the Division in the total amount of $38,693.25 ("Amount Due"), which includes a fine of $25,000 for violations of law and $13,693.25 for the Division's costs and attorney's fees, within six (6) months from the effective date of this Order.

2. All Respondent's licenses shall be revoked on the effective date of this Order.

3. If payment is not actually received by the Division on or before its due date, it shall be a default by RESPONDENT. In the event of default, 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 (10) calendar days of the date of default, and the Division may obtain a judgment for the amount owed, including collection fees and costs.

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 thirty (30) days after the date of this Order.

DATED this 29 day of May, 2024.

NEVADA REAL ESTATE COMMISSION

By: _____
President, Nevada Real Estate Commission

DATED this 17th day of May, 2024.

AARON D. FORD
Attorney General

By: cpkeegan
CHRISTAL P. KEEGAN (Bar No. 12725)
Deputy Attorney General
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511
(775) 687-2141

Attorneys for Real Estate Division