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BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

FILED

DEC 22 2014

JOSEPH R. DECKER, Administrator,
REAL ESTATE DIVISION,
DEPARTMENT OF BUSINESS &
INDUSTRY, STATE OF NEVADA,

REAL ESTATE COMMISSION
BY *[Signature]*

Case No. REN 14-06-06-061

Petitioner,

vs.

ANSWER TO COMPLAINT

MICHELLE D. PLEVEL,

Respondent.

REAL ESTATE COMMISSION

DEC 22 2014

FILED

Comes now, Michelle D. Plevel ("Plevel"), by and through counsel, Roderic A. Carucci, Esq., and answers Petitioner's complaint as follows:

- 1. Admit.
- 2. Admit.
- 3. Respondent Plevel is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 3.
- 4. Respondent Plevel is without knowledge or information sufficient to form a belief as to the truth of the averments in Paragraph 4.

GOLD BELT DRIVE

- 5. Deny; the listing agreement involved multiple real estate agents.
- 6. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver; Respondent in no way coerced the Buyers into executing an MLS waiver.
- 7. Admit.
- 8. Deny; there were multiple agents involved in this transaction.
- 9. Admit, as per MLS regulations.

1 10. Deny. The supervising Broker, Chase International, and the Larkins Team,
2 all participated in this transaction and received portions of the sales commission;
3 Respondent received a portion of the total commission.

4 11. Respondent Plevel is without knowledge or information sufficient to form a
5 belief as to the truth of the averments in Paragraph 11.

6 **BIG TRAIL CIRCLE**

7 12. Admit.

8 13. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
9 Respondent in no way coerced the Buyers into executing an MLS waiver.

10 14. Admit.

11 15. Admit.

12 16. Admit.

13 17. Deny. The supervising Broker, Chase International, received both sides of
14 the sales commission, Respondent received a portion of the commission.

15 18. Respondent Plevel is without knowledge or information sufficient to form a
16 belief as to the truth of the averments in Paragraph 18.

17 **JERMANN DRIVE**

18 19. Admit.

19 20. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
20 Respondent in no way coerced the Buyers into executing an MLS waiver.

21 21. Admit.

22 22. Admit.

23 23. Deny. The supervising Broker, Chase International, received both sides of
24 the sales commission, Respondent received a portion of the commission.

25 24. Respondent Plevel is without knowledge or information sufficient to form a
26 belief as to the truth of the averments in Paragraph 24.

27 **JEAN WAY**

28 25. Admit.

1 26. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
2 Respondent in no way coerced the Buyers into executing an MLS waiver.

3 27. Admit.

4 28. Admit.

5 29. Admit, as per MLS regulations.

6 30. Deny. The supervising Broker, Chase International, received both sides of
7 the sales commission, Respondent received a portion of the commission.

8 31. Respondent Plevel is without knowledge or information sufficient to form a
9 belief as to the truth of the averments in Paragraph 31.

10 **WYOMING AVENUE**

11 32. Admit.

12 33. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
13 Respondent in no way coerced the Buyers into executing an MLS waiver.

14 34. Admit.

15 35. Admit.

16 36. Admit, as per MLS regulations.

17 37. Deny. The supervising Broker, Chase International, received both sides of
18 the sales commission, Respondent received a portion of the commission.

19 38. Respondent Plevel is without knowledge or information sufficient to form a
20 belief as to the truth of the averments in Paragraph 38.

21 **AMETHYST DRIVE**

22 39. Admit.

23 40. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
24 Respondent in no way coerced the Buyers into executing an MLS waiver.

25 41. Admit.

26 42. Admit.

27 43. Admit.

28 44. Admit, as per MLS regulations.

1 45. Deny. The supervising Broker, Chase International, received both sides of
2 the sales commission, Respondent received a portion of the commission.

3 46. Respondent Plevel is without knowledge or information sufficient to form a
4 belief as to the truth of the averments in Paragraph 46.

5 **TRABERT CIRCLE**

6 47. Admit.

7 48. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
8 Respondent in no way coerced the Buyers into executing an MLS waiver.

9 49. Admit.

10 50. Admit.

11 51. Admit.

12 52. Deny. The supervising Broker, Chase International, received both sides of
13 the sales commission, Respondent received a portion of the commission.

14 53. Respondent Plevel is without knowledge or information sufficient to form
15 a belief as to the truth of the averments in Paragraph 53.

16 **HEARTPINE STREET**

17 54. Admit.

18 55. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
19 Respondent in no way coerced the Buyers into executing an MLS waiver.

20 56. Admit.

21 57. Admit.

22 58. Admit.

23 59. Deny. The supervising Broker, Chase International, received both sides of
24 the sales commission, Respondent received a portion of the commission.

25 60. Respondent Plevel is without knowledge or information sufficient to form
26 a belief as to the truth of the averments in Paragraph 60.

27 **MARISSA ANNE COURT**

28 61. Admit.

1 62. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
2 Respondent in no way coerced the Buyers into executing an MLS waiver.

3 63. Admit.

4 64. Admit.

5 65. Admit.

6 66. Deny. The supervising Broker, Chase International, received both sides of
7 the sales commission, Respondent received a portion of the commission.

8 67. Respondent Plevel is without knowledge or information sufficient to form
9 a belief as to the truth of the averments in Paragraph 67.

10 **SANTA ANA DRIVE**

11 68. Admit.

12 69. Deny. The Buyers knowingly and voluntarily elected to sign an MLS waiver;
13 Respondent in no way coerced the Buyers into executing an MLS waiver.

14 70. Admit.

15 71. Admit.

16 72. Admit.

17 73. Deny. The supervising Broker, Chase International, received both sides of
18 the sales commission, Respondent received a portion of the commission.

19 74. Respondent Plevel is without knowledge or information sufficient to form
20 a belief as to the truth of the averments in Paragraph 74.

21 **AFFIRMATIVE DEFENSES**

22 1. At all times Respondent acted responsibly and competently in fulfilling her
23 professional obligations in the transactions set forth in the complaint.

24 2. At no time did Respondent act negligently or breach a duty of care to a client
25 in any of the transactions alleged in the complaint.

26 3. At no time did Respondent perform below an accepted standard of care
27 applicable to similarly situated licensees in any of the transactions alleged in the
28 complaint.

1 4. In all cases alleged, Respondent obtained a written "Waiver of Benefits," from
2 the Sellers on a standardized form prepared by the Northern Nevada Regional MLS, a
3 voluntary membership organization available to Real Estate Brokers. In all cases
4 Respondent received knowing and voluntary consent to this Waiver. In no case did
5 Respondent exert undue influence to obtain such consent.

6 5. All transactions alleged in the complaint were supervised, reviewed and
7 approved by Respondent's then Broker, Chase International. All transactions were
8 documented on forms available and provided by either Chase International or the local
9 MLS.

10 6. All transactions alleged were short sales of underwater properties where the
11 amount owed exceeded the selling price. In each case, the homeowner had been denied
12 a loan modification or principal reduction. Respondent provided benefits to the Seller by
13 obtaining full debt releases from the lender for the full amount of the deficiency - the
14 amount owed in excess of the selling price - for the selling homeowner.

15 7. Respondent did not represent either the Buyer or Seller in the sale
16 subsequent to the short sale in any of the transactions alleged.

17 8. Respondent has no knowledge of what, or any, improvements may have been
18 made by any of the properties by the short sale purchasers alleged herein, subsequent to
19 the short sale in which she was involved.

20 9. Respondent did not in any way profit from subsequent sales of the properties
21 alleged herein after the closing of the short sale transaction.

22 10. Respondent at no time represented any lender in any of the short sale
23 transactions alleged herein.

24 11. The Lender in each of the short sale transactions alleged herein conducted
25 their own independent analysis, appraisal and / or valuation of the subject properties
26 every 60 days until the approval letter was submitted to the Sellers. The acceptable
27 selling price for each short sale transaction alleged herein was determined by the Lender,
28 not the Seller or the Respondent.

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CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of December, 2014, pursuant to NRCP 5(b),
I have deposited in the United States Mail at Reno, Nevada, a true and correct copy of:

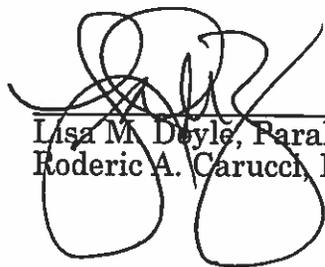
• **ANSWER TO COMPLAINT**

enclosed in a sealed envelope upon which first class postage was fully prepaid addressed
to the following:

Joseph R. Decker, Administrator
Nevada Real Estate Division
Department of Business and Industry
2501 E. Sahara Avenue, Suite 101
Las Vegas, NV 89104-4137

and to

Keith E. Kizer, Esq.
Deputy Attorney General
555 East Washington Ave., Ste. 3900
Las Vegas, NV 89101



Lisa M. Doyle, Paralegal
Roderic A. Carucci, Esq.