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Attorney for Respondent

**FILED**  
JUN 03 2016  
REAL ESTATE COMMISSION  
BY *[Signature]*

**BEFORE THE REAL ESTATE COMMISSION**

**STATE OF NEVADA**

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

Case No.: RES 14-10-23-136

Petitioner,

vs.

CHRISTINE (CHRISSIE) FRASER,

Respondent.

**ANSWER**

Respondent Christine (Chrissie) Fraser (hereinafter "Respondent") by and through her attorneys of record, the law firm of Marquis Aurbach Coffing, hereby answers Petitioner's Complaint. Given that Petitioner has required this Answer be filed by May 27, 2016, Respondent's Answer will primarily deal with the specific factual allegations in the Complaint, and Respondent will reserve her right to file a brief prior to any hearing on the Complaint to argue the legal and factual reasons why the Commission should find no violations occurred under NRS 645.633(1)(i) or NRS 645.635(6), and no administrative penalty or other discipline should be imposed.

**FACTUAL ALLEGATIONS**

1. In answering Paragraph 1 of Petitioner's Complaint, Respondent admits the allegations set forth in Paragraph 1 were accurate as of the date the Complaint was filed, but Respondent has since voluntarily put her property management certificate in inactive status.



1           12. In answering Paragraph 12 of Petitioner's Complaint, Respondent admits that on  
2 or about January 11, 2013, Vertucci transferred the Blairgowrie property to Crown as trustee for  
3 the Blairgowrie Trust (in which Vertucci was the principle beneficiary). Respondent denies any  
4 and all remaining allegations contained in Paragraph 12 of Petitioner's Complaint.

5           13. In answering Paragraph 13 of Petitioner's Complaint, Respondent admits that the  
6 Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement was  
7 executed by both Respondent and Brilman on or about January 14, 2013, but denies that  
8 Respondent signed in any capacity other than as a Manager of Crown, the 2638 Blairgowrie  
9 Drive trustee.

10           14. In answering Paragraph 14 of Petitioner's Complaint, Respondent admits that she  
11 and Brilman caused the Blairgowrie property to be leased, but denies that it was exclusively for  
12 their benefit (as it was principally for the benefit of Vertucci).

13           15. In answering Paragraph 15 of Petitioner's Complaint, Respondent admits the  
14 allegations contained therein.

15           16. In answering Paragraph 16 of Petitioner's Complaint, Respondent admits that on  
16 or about October 9, 2013, she and Brilman executed a quitclaim deed as Managers of Crown, the  
17 Blairgowrie Drive trustee, which transferred the Blairgowrie property from the Blairgowrie Trust  
18 back to Vertucci. Respondent denies any and all contrary allegations contained in Paragraph 16  
19 of Petitioner's Complaint.

20           17. In answering Paragraph 17 of Petitioner's Complaint, Respondent admits the  
21 allegations contained therein.

22           18. In answering Paragraph 18 of Petitioner's Complaint, Respondent admits the  
23 allegations contained therein.

24           19. In answering Paragraph 19 of Petitioner's Complaint, Respondent denies the  
25 allegations contained therein, as all of the documents requested were produced (aside from the  
26 management agreement that never existed), and any delay in the production thereof was solely  
27 due to the advice and/or misunderstanding of counsel (which went undisputed by Petitioner) and  
28 Petitioner's refusal to meet with Respondent in person to discuss these transactions.

IONA ISLAND PROPERTY

1  
2           20.     In answering Paragraph 20 of Petitioner’s Complaint, Respondent admits that on  
3 or about December 6, 2012, Brilman, as Manager of Crown (which held a recorded Power of  
4 Attorney for Michael Braganza (“Braganza”)), executed an Irrevocable Trust Agreement (the  
5 “Iona Trust”) on behalf of Braganza as grantor, and on behalf of the Iona Trust trustee (Crown).  
6 Respondent denies any and all contrary allegations contained in Paragraph 20 of Petitioner’s  
7 Complaint, including the contention that the Iona Trust transferred real property.

8           21.     In answering Paragraph 21 of Petitioner’s Complaint, Respondent admits that on  
9 or about December 12, 2012, the Exclusive Authorization and Right to Sell, Exchange or Lease  
10 Brokerage Listing Agreement was executed by Brilman, as the selling broker’s designated  
11 licensee, and Respondent, a Manager of Crown, as trustee for the Iona Trust.<sup>1</sup> Respondent  
12 denies any and all contrary allegations contained in Paragraph 21 of Petitioner’s Complaint.

13           22.     In answering Paragraph 22 of Petitioner’s Complaint, Respondent admits that  
14 Braganza transferred the Iona property to Crown as trustee for the Iona Trust. Respondent  
15 denies that the transfer occurred on December 17, 2012, and denies any and all remaining  
16 allegations contained in Paragraph 22 of Petitioner’s Complaint.

17           23.     In answering Paragraph 23 of Petitioner’s Complaint, Respondent admits that she  
18 and Brilman caused the Iona property to be leased, but denies that it was solely for their benefit,  
19 as it was primarily for the benefit of Braganza.

20           24.     In answering Paragraph 24 of Petitioner’s Complaint, Respondent admits the  
21 allegations contained therein.

22           25.     In answering Paragraph 25 of Petitioner’s Complaint, Respondent admits that she  
23 and Brilman executed a quitclaim deed as Managers of Crown, the trustee of the Iona Trust, and  
24 thereby transferred the Iona property back to Braganza, but contends that they did so on more  
25 than one occasion and that the deed that was finally recorded was executed by them on  
26

27  
28 <sup>1</sup> See NRED 000238 at ¶ 29.

1 December 16, 2013. Respondent denies any and all contrary allegations contained in Paragraph  
2 25 of Petitioner's Complaint.

3 26. In answering Paragraph 26 of Petitioner's Complaint, Respondent admits the  
4 allegations contained therein.

5 27. In answering Paragraph 27 of Petitioner's Complaint, Respondent denies the  
6 allegations contained therein as Respondent has provided a copy of the Iona Trust. and any delay  
7 in the production thereof was solely due to the advice and/or misunderstanding of counsel (which  
8 went undisputed by Petitioner) and Petitioner's refusal to meet with Respondent in person to  
9 discuss these transactions.

10 **MORNING SKYLINE PROPERTY**

11 28. In answering Paragraph 28 of Petitioner's Complaint, Respondent admits that on  
12 August 20, 2012 (not August 21, 2012), Emilio B. Braganza and Ping C. Braganza (collective  
13 the "Braganzas") transferred the Morning Skyline property to Crown as the trustee for the 1257  
14 Morning Skyline Court Trust ("Morning Skyline Trust"). Respondent denies any and all  
15 remaining and/or contrary allegations contained in Paragraph 29 of Petitioner's Complaint.

16 29. In answering Paragraph 29 of Petitioner's Complaint, Respondent admits that she  
17 and Brilman caused the Morning Skyline property to be leased, but denies that it was solely for  
18 their benefit (as it was primarily for the benefit of the Braganzas).

19 30. In answering Paragraph 30 of Petitioner's Complaint, Respondent admits the  
20 allegations contained therein.

21 31. In answering Paragraph 31 of Petitioner's Complaint, Respondent admits that on  
22 or about June 28, 2013 (not July 22, 2013) she and Brilman, as Managers of Crown, executed a  
23 deed on behalf of the trustee for the Morning Skyline Trust that transferred the Morning Skyline  
24 property from the Morning Skyline Trust to the Braganzas. Respondent denies any and all  
25 contrary allegations contained in Paragraph 31 of Petitioner's Complaint.

26 32. In answering Paragraph 32 of Petitioner's Complaint, Respondent admits the  
27 Braganzas executed a deed transferring the Morning Skyline Property to Ryan Lee and that the  
28 deed was recorded on July 22, 2012. Respondent is without knowledge or information sufficient

1 to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of  
2 Petitioner's Complaint, and therefore, denies the same.

3 33. In answering Paragraph 33 of Petitioner's Complaint, Respondent admits the  
4 allegations contained therein.

5 34. In answering Paragraph 34 of Petitioner's Complaint, Respondent denies the  
6 allegations contained therein as Respondent has provided a copy of the Morning Skyline Trust,  
7 and any delay in the production thereof was solely due to the advice and/or misunderstanding of  
8 counsel (which went undisputed by Petitioner) and Petitioner's refusal to meet with Respondent  
9 in person to discuss these transactions.

10 **SHANNON COVE PROPERTY**

11 35. In answering Paragraph 35 of Petitioner's Complaint, Respondent admits that on  
12 September 18, 2012 (not September 19, 2012), Respondent, as a Manager of Crown (which held  
13 a recorded Power of Attorney for Judith Howell ("Howell")), executed an Irrevocable Trust  
14 Agreement (the "Shannon Cove Trust") on behalf of Howell as grantor, and that Brilman signed  
15 the Shannon Cove Trust, as a Manager of Crown, on behalf of the trustee of the Shannon Cove  
16 Trust (Crown). Respondent denies any and all contrary allegations contained in Paragraph 35 of  
17 Petitioner's Complaint.

18 36. In answering Paragraph 36 of Petitioner's Complaint, Respondent admits that on  
19 September 18, 2012 (not September 19, 2012), Howell transferred the Shannon Cove property to  
20 Crown as trustee for the Shannon Cove Trust. Respondent denies any and all remaining and/or  
21 contrary allegations contained in Paragraph 36 of Petitioner's Complaint.

22 37. In answering Paragraph 37 of Petitioner's Complaint, Respondent admits the  
23 allegations contained therein.

24 38. In answering Paragraph 38 of Petitioner's Complaint, Respondent admits that on  
25 or about September 20, 2012, Brilman, as the broker's designated licensee, executed an  
26 Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement, and  
27 that Respondent signed the agreement as a Manager of Crown, the trustee for the Shannon Cove  
28

1 Trust. Respondent denies any and all contrary allegations contained in Paragraph 38 of  
2 Petitioner's Complaint.

3 39. In answering Paragraph 39 of Petitioner's Complaint, Respondent admits that she  
4 and Brillman caused the Shannon Cove property to be leased, but denies that it was exclusively  
5 for their benefit (as it was principally for the benefit of Howell).

6 40. In answering Paragraph 40 of Petitioner's Complaint, Respondent admits the  
7 allegations contained therein.

8 41. In answering Paragraph 41 of Petitioner's Complaint, Respondent admits that she  
9 and Brillman executed several deeds that purport to transfer the Shannon Cove property to  
10 Howell, including the deed executed on June 28, 2013, which was not recorded until November  
11 14, 2013, which they signed as managers of Crown, the Trustee of the Shannon Cove Trust.<sup>2</sup>  
12 Respondent denies any and all remaining and/or contrary allegations contained in Paragraph 41  
13 of Petitioner's Complaint.

14 42. In answering Paragraph 42 of Petitioner's Complaint, Respondent admits the  
15 allegations contained therein.

16 43. In answering Paragraph 43 of Petitioner's Complaint, Respondent denies the  
17 allegations contained therein, as all of the documents requested were produced (aside from the  
18 management agreement that never existed), and any delay in the production thereof was solely  
19 due to the advice and/or misunderstanding of counsel (which went undisputed by Petitioner) and  
20 Petitioner's refusal to meet with Respondent in person to discuss these transactions.

21 **WILLOW PINES PROPERTY**

22 44. In answering Paragraph 44 of Petitioner's Complaint, Respondent admits that on  
23 March 6, 2013 (not March 8, 2013), Nicholas A. Fischella ("Fischella") transferred the Willow  
24 Pines property to Crown as the trustee for the 7981 Willow Pines Place Trust. Respondent  
25 denies any and all remaining and/or contrary allegations contained in Paragraph 44 of  
26 Petitioner's Complaint.

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28 <sup>2</sup> See NRED 000467-000468.







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8. Petitioner's conduct in refusing to meet with Respondent and failing to challenge the conclusions of Respondent's counsel with regard to whether or not certain documents should be provided to Petitioner were the sole causes of Respondent's delay in providing copies of documents to Petitioner. As soon as the allegation was explained to Respondent's counsel by the Attorney General's office, all such documents were produced.

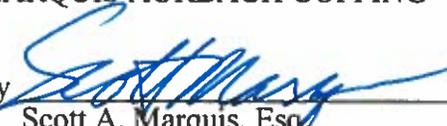
**PRAYER FOR RELIEF**

WHEREFORE, Respondent prays for judgment from the Commission as follows:

1. That Petitioner's Complaint be dismissed with prejudice;
2. For a ruling exonerating Respondent from the alleged violations; and
3. Any further relief as the Commission deems to be just and proper.

Dated this 27th day of May, 2016.

MARQUIS AURBACH COFFING

By   
\_\_\_\_\_  
Scott A. Marquis, Esq.  
Nevada Bar No. 6407  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Respondent

CERTIFICATE OF MAILING

1  
2 I hereby certify that on the 27<sup>th</sup> day of May, 2016, I served a copy of the foregoing  
3 ANSWER upon each of the parties by depositing a copy of the same in a sealed envelope in the  
4 United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

5 Joseph R. Decker, Administrator  
6 State of Nevada, Department of Business and Industry  
7 Real Estate Division  
8 2501 East Sahara Avenue  
9 Las Vegas, NV 89104-4137  
10 *Petitioner*

11 Keith E. Kizer, Esq.  
12 Deputy Attorney General  
13 555 East Washington Avenue, Suite 3900  
14 Las Vegas, NV 89101  
15 *Attorney for Petitioner*

16 and that there is a regular communication by mail between the place of mailing and the places so  
17 addressed.

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20 Katie Johnson, an employee of  
21 Marquis Aurbach Coffing  
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