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REAL ESTATE COMMISSION
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BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION,
DEPARTMENT OF BUSINESS & INDUSTRY,
STATE OF NEVADA

Case No. 2017-1715

Petitioner,

vs.

TERRY NELSON,

Respondent.

AMENDED ANSWER TO COMPLAINT

COMES NOW Respondent, TERRY NELSON, by and through her counsel of record, Richard L. Elmore, Esq. of the law firm of Richard L. Elmore, Chartered, and, in accordance with the right she expressly reserved to do so, hereby amends her answer to the complaint in this matter for the purpose of supplementing and adding to the "Defenses and Affirmative Defenses" portion of her original answer to the complaint, as follows (the supplemental defense/affirmative defenses in italics):

JURISDICTION

Respondent admits that she is licensed as a real estate broker under License Number B.0037510.INDV. Respondent lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the Division's understanding of "all relevant times" and on that basis, denies the remaining allegations of this Paragraph.

1 **FACTUAL ALLEGATIONS**

2 1. In answer to Paragraph 1 of the Complaint, Respondent admits the
3 allegation.

4 2. In answer to Paragraph 2 of the Complaint, Respondent admits the
5 allegation.

6 3. In answer to Paragraph 3 of the Complaint, Respondent admits that she is
7 married to Brian Nelson, a Nevada licensed Broker Salesperson, License Number
8 BS.0037511, and denies the remainder of the allegation.

9 4. In answer to Paragraph 4 of the Complaint, Respondent admits that she
10 received a letter from the Division dated August 7, 2017, which purported to require
11 her to provide copies of her listing file and sales file for eleven properties, as well as a
12 sworn statement, and that such letter set forth a deadline of August 21, 2017.

13 5. In answer to Paragraph 5 of the Complaint, Respondent admits the
14 Division sent her a letter dated March 14, 2018 in which the Division stated that it
15 would commence disciplinary action against Respondent for 83 alleged violations.
16 Respondent denies that the letter placed her on notice of the nature, basis, or facts that
17 would support any of the alleged violations.

18 **296 E. QUAIL STREET**

19 6. In answer to Paragraph 6 of the Complaint, Respondent admits the
20 allegation.

21 7. In answer to Paragraph 7 of the Complaint, Respondent admits the
22 Exclusive Right to Sell Contract contained the language quoted in Paragraph 7.
23 Respondent denies any remaining allegations contained in Paragraph 7.

24 8. In answer to Paragraph 8 of the Complaint, Respondent admits that she
25 did not obtain a signature from the seller on the Division's Waiver Form. Respondent
26 denies all remaining allegations contained in Paragraph 8.

27 9. In answer to Paragraph 9 of the Complaint, Respondent admits that the
28 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the

1 compensation that Broker would offer "as compensation to selling Brokers...".

2 Respondent denies all remaining allegations contained in Paragraph 9.

3 10. In answer to Paragraph 10 of the Complaint, Respondent admits the
4 Exclusive Right to Sell Contract contains the language quoted in Paragraph 10 of the
5 Complaint. Respondent denies all remaining allegations contained in Paragraph 10.

6 11. In answer to Paragraph 11 of the Complaint, Respondent lacks knowledge
7 or information sufficient to form a belief about the truth of the allegation, and on that
8 basis denies the allegation.

9 12. In answer to Paragraph 12 of the Complaint, Respondent admits that the
10 MLS listing reflects the language paraphrased and partially quoted in Paragraph 12.
11 Respondent denies all remaining allegations contained in Paragraph 12.

12 13. In answer to Paragraph 13 of the Complaint, Respondent admits the
13 allegation.

14 14. In answer to Paragraph 14 of the Complaint, Respondent admits the
15 allegation.

16 15. In answer to Paragraph 15 of the Complaint, Respondent admits the Offer
17 and Acceptance Agreement contained the language quoted in Paragraph 15.
18 Respondent denies all remaining allegations contained in Paragraph 15.

19 16. In answer to Paragraph 16 of the Complaint, Respondent admits the
20 Receipt for Deposit from First American Title Insurance Company reflects a date of
21 September 17, 2013. Respondent denies all remaining allegations contained in
22 Paragraph 16.

23 17. In answer to Paragraph 17 of the Complaint, Respondent admits the Offer
24 and Acceptance Agreement contains the language paraphrased in Paragraph 17.
25 Respondent denies all remaining allegations contained in Paragraph 17.

26 18. In answer to Paragraph 18 of the Complaint, Respondent admits the
27 allegation.

28 19. In answer to Paragraph 19 of the Complaint, Respondent admits the

1 allegation.

2 20. In answer to Paragraph 20 of the Complaint, Respondent admits that she
3 did not make a written disclosure that she and Brian Nelson are husband and wife, but
4 denies that there is any requirement to make such a disclosure in writing.

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6 **14070 TOURMALINE DRIVE**

7 21. In answer to Paragraph 21 of the Complaint, Respondent admits the
8 allegation.

9 22. In answer to Paragraph 22 of the Complaint, Respondent admits the
10 Exclusive Right to Sell Contract contained the handwritten term quoted in Paragraph
11 22. Respondent denies all remaining allegations in Paragraph 22.

12 23. In answer to Paragraph 23 of the Complaint, Respondent admits that she
13 did not obtain a signature from the seller on the Division's Waiver Form. Respondent
14 denies all remaining allegations contained in Paragraph 23.

15 24. In answer to Paragraph 24 of the Complaint, Respondent admits that the
16 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
17 compensation that Broker would offer "as compensation to selling Brokers...".
18 Respondent denies all remaining allegations contained in Paragraph 24.

19 25. In answer to Paragraph 25 of the Complaint, Respondent admits the
20 Affidavit of "Arm's Length Transaction" contains in part the language quoted in
21 Paragraph 25. Respondent denies all remaining allegations contained in Paragraph 25.

22 26. In answer to Paragraph 26 of the Complaint, Respondent denies the
23 allegation.

24 27. In answer to Paragraph 27 of the Complaint, Respondent admits the
25 Exclusive Right to Sell Contract contains the language quoted in Paragraph 27.
26 Respondent denies all remaining allegations contained in Paragraph 27.

27 28. In answer to Paragraph 28 of the Complaint, Respondent lacks knowledge
28 or information sufficient to form a belief about the truth of the allegation, and on that

basis denies the allegation.

29. In answer to Paragraph 29 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

30. In answer to Paragraph 30 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

31. In answer to Paragraph 31 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

32. In answer to Paragraph 32 of the Complaint, Respondent admits the allegation.

33. In answer to Paragraph 33 of the Complaint, Respondent admits the Offer and Acceptance Agreement contains the language paraphrased and quoted in Paragraph 33. Respondent denies all remaining allegations contained in Paragraph 33.

34. In answer to Paragraph 34 of the Complaint, Respondent admits the Short Sale Addendum contains in part the language quoted in Paragraph 34. Respondent denies all remaining allegations contained in Paragraph 34.

35. In answer to Paragraph 35 of the Complaint, Respondent admits the Receipt for Deposit by First American Title Insurance Company reflects a date of August 12, 2013. Respondent denies all remaining allegations contained in Paragraph 35.

36. In answer to Paragraph 36 of the Complaint, Respondent admits the Offer and Acceptance Agreement contains the language paraphrased in Paragraph 36. Respondent denies all remaining allegations contained in Paragraph 36.

37. In answer to Paragraph 37 of the Complaint, Respondent admits that Addendum #3 dated November 13, 2013 to the Offer and Acceptance Agreement dated August 8, 2013 increased the sales price to \$123,000.00. Respondent denies all

1 remaining allegations contained in Paragraph 37.

2 38. In answer to Paragraph 38 of the Complaint, Respondent lacks knowledge
3 or information sufficient to form a belief about the truth of the allegation, and on that
4 basis denies the allegation.

5 39. In answer to Paragraph 39 of the Complaint, Respondent admits the
6 allegation.

7 40. In answer to Paragraph 40 of the Complaint, Respondent admits the Offer
8 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph
9 40. Respondent denies all remaining allegations contained in Paragraph 40.

10 41. In answer to Paragraph 41 of the Complaint, Respondent admits the Short
11 Sale Addendum contains in part the language quoted in Paragraph 41. Respondent
12 denies all remaining allegations contained in Paragraph 41.

13 42. In answer to Paragraph 42 of the Complaint, Respondent admits the
14 Receipt for Deposit by First American Title Insurance Company reflects a date of
15 November 27, 2013, and that the personal check issued by the buyer reflects a date of
16 November 23, 2013. Respondent denies all remaining allegations contained in
17 Paragraph 42.

18 43. In answer to Paragraph 43 of the Complaint, Respondent admits that
19 Addendum #4 to the Offer and Acceptance Agreement dated November 23, 2013
20 increased the sales price to \$145,000.00 and was signed by the buyer and the seller.
21 Respondent denies all remaining allegations contained in Paragraph 43.

22 44. In answer to Paragraph 44 of the Complaint, Respondent denies the
23 allegation.

24 45. In answer to Paragraph 45 of the Complaint, Respondent denies the
25 allegation.

26 46. In answer to Paragraph 46 of the Complaint, Respondent admits that she
27 did not make a written disclosure that she and Brian Nelson are husband and wife, but
28 denies that there is any requirement to make such a disclosure in writing.

2080 BLOSSOM VIEW DRIVE

47. In answer to Paragraph 47 of the Complaint, Respondent admits the allegation.

48. In answer to Paragraph 48 of the Complaint, Respondent admits the Exclusive Right to Sell Contract contained the handwritten term quoted in Paragraph 48. Respondent denies all remaining allegations in Paragraph 48.

49. In answer to Paragraph 49 of the Complaint, Respondent admits that she did not obtain a signature from the seller on the Division's Waiver Form. Respondent denies all remaining allegations contained in Paragraph 49.

50. In answer to Paragraph 50 of the Complaint, Respondent admits that the Exclusive Right to Sell Contract set the compensation for Respondent and left blank the compensation that Broker would offer "as compensation to selling Brokers...". Respondent denies all remaining allegations contained in Paragraph 50.

51. In answer to Paragraph 51 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

52. In answer to Paragraph 52 of the Complaint, Respondent admits that the MLS listing report contained the language quoted in Paragraph 52. Respondent denies all remaining allegations contained in Paragraph 52.

53. In answer to Paragraph 53 of the Complaint, Respondent admits the allegation.

54. In answer to Paragraph 54 of the Complaint, Respondent admits the allegation.

55. In answer to Paragraph 55 of the Complaint, Respondent admits the Offer and Acceptance Agreement contains the language paraphrased and quoted in Paragraph 55. Respondent denies all remaining allegations in Paragraph 55.

56. In answer to Paragraph 56 of the Complaint, Respondent admits the Offer and Acceptance Agreement contained a Short Sale Addendum dated August 31, 2013,

signed by buyer and seller, and that the Short Sale Addendum contains in part the language quoted in Paragraph 56. Respondent denies all remaining allegations contained in Paragraph 56.

57. In answer to Paragraph 57 of the Complaint, Respondent admits the Receipt for Deposit by First American Title Insurance Company reflects a date of September 6, 2013. Respondent denies all remaining allegations contained in Paragraph 57.

58. In answer to Paragraph 58 of the Complaint, Respondent admits the Offer and Acceptance Agreement contains the language paraphrased in Paragraph 58. Respondent denies all remaining allegations contained in Paragraph 58.

59. In answer to Paragraph 59 of the Complaint, Respondent admits the Affidavit of "Arm's Length Transaction" contains the language quoted in Paragraph 59. Respondent denies all remaining allegations contained in Paragraph 59.

60. In answer to Paragraph 60 of the Complaint, Respondent denies the allegation.

61. In answer to Paragraph 61 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

62. In answer to Paragraph 62 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

63. In answer to Paragraph 63 of the Complaint, Respondent denies the allegation.

64. In answer to Paragraph 64 of the Complaint, Respondent admits the allegation, that she did not make a written disclosure that she and Brian Nelson are husband and wife, but denies that there is any requirement to make such a disclosure in writing.

2290 LINDLEY WAY

65. In answer to Paragraph 65 of the Complaint, Respondent admits the allegation.

66. In answer to Paragraph 66 of the Complaint, Respondent admits that the Exclusive Right to Sell Contract set the compensation for Respondent and left blank the compensation that Broker would offer "as compensation to selling Brokers...". Respondent denies all remaining allegations contained in Paragraph 66.

67. In answer to Paragraph 67 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

68. In answer to Paragraph 68 of the Complaint, Respondent admits the allegation.

69. In answer to Paragraph 69 of the Complaint, Respondent admits the allegation.

70. In answer to Paragraph 70 of the Complaint, Respondent admits the Offer and Acceptance Agreement contained the language paraphrased in Paragraph 70. Respondent denies all remaining allegations contained in Paragraph 70.

71. In answer to Paragraph 71 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

72. In answer to Paragraph 72 of the Complaint, Respondent denies the allegation.

73. In answer to Paragraph 73 of the Complaint, Respondent denies the allegation.

74. In answer to Paragraph 74 of the Complaint, Respondent admits the allegation.

75. In answer to Paragraph 75 of the Complaint, Respondent admits the allegation.

1 76. In answer to Paragraph 76 of the Complaint, Respondent admits the
2 allegation, that she did not make a written disclosure that she and Brian Nelson are
3 husband and wife, but denies that there is any requirement to make such a disclosure in
4 writing.

5 77. In answer to Paragraph 77 of the Complaint, Respondent admits the
6 allegation.

7 **7615 HALIFAX DRIVE**

8 78. In answer to Paragraph 78 of the Complaint, Respondent admits the
9 allegation.

10 79. In answer to Paragraph 79 of the Complaint, Respondent admits that the
11 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
12 compensation that Broker would offer "as compensation to selling Brokers...".
13 Respondent denies all remaining allegations contained in Paragraph 79.

14 80. In answer to Paragraph 80 of the Complaint, Respondent admits the
15 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
16 on January 11, 2014. Respondent denies all remaining allegations contained in
17 Paragraph 80.

18 81. In answer to Paragraph 81 of the Complaint, Respondent admits the
19 Exclusive Right to Sell Contract contains the language quoted in Paragraph 81.
20 Respondent denies all remaining allegations in Paragraph 81.

21 82. In answer to Paragraph 82 of the Complaint, Respondent lacks knowledge
22 or information sufficient to form a belief about the truth of the allegation, and on that
23 basis denies the allegation.

24 83. In answer to Paragraph 83 of the Complaint, Respondent admits the
25 allegation.

26 84. In answer to Paragraph 84 of the Complaint, Respondent admits the
27 allegation.

28 85. In answer to Paragraph 85 of the Complaint, Respondent admits the Offer

1 and Acceptance Agreement contains the language paraphrased in Paragraph 85.

2 Respondent denies all remaining allegations contained in Paragraph 85.

3 86. In answer to Paragraph 86 of the Complaint, Respondent lacks knowledge
4 or information sufficient to form a belief about the truth of the allegation, and on that
5 basis denies the allegation.

6 87. In answer to Paragraph 87 of the Complaint, Respondent denies the
7 allegation.

8 88. In answer to Paragraph 88 of the Complaint, Respondent denies the
9 allegation.

10 89. In answer to Paragraph 89 of the Complaint, Respondent admits the
11 allegation, that she did not make a written disclosure that she and Brian Nelson are
12 husband and wife, but denies that there is any requirement to make such a disclosure in
13 writing.

14 90. In answer to Paragraph 90 of the Complaint, Respondent admits the
15 allegation.

16 **112 MICHAELSON DRIVE**

17 91. In answer to Paragraph 91 of the Complaint, Respondent admits the
18 allegation.

19 92. In answer to Paragraph 92 of the Complaint, Respondent admits that the
20 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
21 compensation that Broker would offer "as compensation to selling Brokers...".
22 Respondent denies all remaining allegations contained in Paragraph 92.

23 93. In answer to Paragraph 93 of the Complaint, Respondent admits the
24 Exclusive Right to Sell Contract contains the language quoted in Paragraph 93.
25 Respondent denies all remaining allegations in Paragraph 93.

26 94. In answer to Paragraph 94 of the Complaint, Respondent lacks knowledge
27 or information sufficient to form a belief about the truth of the allegation, and on that
28 basis denies the allegation.

1 95. In answer to Paragraph 95 of the Complaint, Respondent admits the MLS
2 listing report contains in part the language quoted in Paragraph 95. Respondent denies
3 all remaining allegations contained in Paragraph 95.

4 96. In answer to Paragraph 96 of the Complaint, Respondent admits the
5 allegation.

6 97. In answer to Paragraph 97 of the Complaint, Respondent admits the
7 allegation.

8 98. In answer to Paragraph 98 of the Complaint, Respondent admits the Offer
9 and Acceptance Agreement contained the term paraphrased in Paragraph 98.
10 Respondent denies all remaining allegations contained in Paragraph 98.

11 99. In answer to Paragraph 99 of the Complaint, Respondent admits the
12 Receipt for Deposit from First American Title Insurance Company is dated September
13 26, 2014, and that the personal check from buyer is dated September 21, 2014.
14 Respondent denies all remaining allegations contained in Paragraph 99.

15 100. In answer to Paragraph 100 of the Complaint, Respondent admits the
16 Offer and Acceptance Agreement contains the language quoted in Paragraph 100.
17 Respondent denies all remaining allegations contained in Paragraph 100.

18 101. In answer to Paragraph 101 of the Complaint, Respondent admits the
19 allegation.

20 **7615 ROLLING CLOUDS DRIVE**

21 102. In answer to Paragraph 102 of the Complaint, Respondent admits the
22 allegation.

23 103. In answer to Paragraph 103 of the Complaint, Respondent admits that the
24 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
25 compensation that Broker would offer "as compensation to selling Brokers...".
26 Respondent denies all remaining allegations contained in Paragraph 103.

27 104. In answer to Paragraph 104 of the Complaint, Respondent admits the
28 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller

1 on June 1, 2015. Respondent denies all remaining allegations contained in Paragraph
2 104.

3 105. In answer to Paragraph 105 of the Complaint, Respondent lacks
4 knowledge or information sufficient to form a belief about the truth of the allegation,
5 and on that basis denies the allegation.

6 106. In answer to Paragraph 106 of the Complaint, Respondent admits the
7 allegation.

8 107. In answer to Paragraph 107 of the Complaint, Respondent admits the
9 allegation.

10 108. In answer to Paragraph 108 of the Complaint, Respondent admits the
11 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 108.
12 Respondent denies all remaining allegations contained in Paragraph 108.

13 109. In answer to Paragraph 109 of the Complaint, Respondent lacks
14 knowledge or information sufficient to form a belief about the truth of the allegation,
15 and on that basis denies the allegation.

16 110. In answer to Paragraph 110 of the Complaint, Respondent admits the
17 allegation that she did not make a written disclosure that she and Brian Nelson are
18 husband and wife, but denies that there is any requirement to make such a disclosure in
19 writing.

20 111. In answer to Paragraph 111 of the Complaint, Respondent admits the
21 Offer and Acceptance Agreement contains the language paraphrased and quoted in
22 Paragraph 111. Respondent denies all remaining allegations contained in Paragraph
23 111.

24 112. In answer to Paragraph 112 of the Complaint, Respondent admits the
25 Offer and Acceptance Agreement contained a Short Sale Addendum dated June 24,
26 2015, signed by the buyer and the seller, and that the Short Sale Addendum contains in
27 part the language quoted in Paragraph 112. Respondent denies all remaining
28 allegations contained in Paragraph 112.

1 113. In answer to Paragraph 113 of the Complaint, Respondent admits the
2 Receipt for Deposit from First American Title Insurance Company is dated July 10,
3 2015. Respondent denies all remaining allegations contained in Paragraph 113.

4 114. In answer to Paragraph 114 of the Complaint, Respondent admits the
5 allegation.

6 115. In answer to Paragraph 115 of the Complaint, Respondent admits the
7 allegation.

8 **439 L STREET, SPARKS, NEVADA 89431**

9 116. In answer to Paragraph 116 of the Complaint, Respondent admits the
10 allegation.

11 117. In answer to Paragraph 117 of the Complaint, Respondent admits that the
12 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
13 compensation that Broker would offer "as compensation to selling Brokers...".
14 Respondent denies all remaining allegations contained in Paragraph 117.

15 118. In answer to Paragraph 118 of the Complaint, Respondent admits the
16 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
17 on September 30, 2015. Respondent denies all remaining allegations contained in
18 Paragraph 118.

19 119. In answer to Paragraph 119 of the Complaint, Respondent admits the
20 Exclusive Right to Sell Contract contains the language quoted in Paragraph 119.
21 Respondent denies all remaining allegations in Paragraph 119.

22 120. In answer to Paragraph 120 of the Complaint, Respondent lacks
23 knowledge or information sufficient to form a belief about the truth of the allegation,
24 and on that basis denies the allegation.

25 121. In answer to Paragraph 121 of the Complaint, Respondent admits the
26 allegation.

27 122. In answer to Paragraph 122 of the Complaint, Respondent admits the
28 allegation.

1 123. In answer to Paragraph 123 of the Complaint, Respondent admits the
2 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 123.
3 Respondent denies all remaining allegations contained in Paragraph 123.

4 124. In answer to Paragraph 124 of the Complaint, Respondent lacks
5 knowledge or information sufficient to form a belief about the truth of the allegation,
6 and on that basis denies the allegation.

7 125. In answer to Paragraph 125 of the Complaint, Respondent admits the
8 allegation, that she did not make a written disclosure that she and Brian Nelson are
9 husband and wife, but denies that there is any requirement to make such a disclosure in
10 writing.

11 126. In answer to Paragraph 126 of the Complaint, Respondent admits the
12 Offer and Acceptance Agreement contain the paraphrased and quoted language set
13 forth in Paragraph 126. Respondent denies all remaining allegations containing in
14 Paragraph 126.

15 127. In answer to Paragraph 127 of the Complaint, Respondent admits the
16 Offer and Acceptance Agreement also contained a Short Sale Addendum dated October
17 14, 2015, signed by both the buyer and the seller, and that the Short Sale Addendum
18 also contains, in part, the language quoted in Paragraph 127. Respondent denies all
19 remaining allegations contained in Paragraph 127.

20 128. In answer to Paragraph 128 of the Complaint, Respondent admits the
21 Receipt for Deposit from First American Title Insurance Company reflects a date of
22 October 23, 2015. Respondent denies all remaining allegations contained in Paragraph
23 128.

24 129. In answer to Paragraph 129 of the Complaint, Respondent admits the
25 allegation.

26 130. In answer to Paragraph 130 of the Complaint, Respondent admits the
27 allegation.
28

1 **687 WEST CANARY CIRCLE**

2 131. In answer to Paragraph 131 of the Complaint, Respondent admits the
3 allegation.

4 132. In answer to Paragraph 132 of the Complaint, Respondent admits that the
5 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
6 compensation that Broker would offer "as compensation to selling Brokers...".
7 Respondent denies all remaining allegations contained in Paragraph 132.

8 133. In answer to Paragraph 133 of the Complaint, Respondent admits the
9 Exclusive Right to Sell Contract contains the language quoted in Paragraph 133.
10 Respondent denies all remaining allegations in Paragraph 133.

11 134. In answer to Paragraph 134 of the Complaint, Respondent lacks
12 knowledge or information sufficient to form a belief about the truth of the allegation,
13 and on that basis denies the allegation.

14 135. In answer to Paragraph 135 of the Complaint, Respondent admits the
15 allegation.

16 136. In answer to Paragraph 136 of the Complaint, Respondent admits the
17 allegation.

18 137. In answer to Paragraph 138 of the Complaint, Respondent admits the
19 Offer and Acceptance Agreement contains a provision containing the language
20 paraphrased and quoted in Paragraph 137. Respondent denies all remaining allegations
21 contained in Paragraph 137.

22 138. In answer to Paragraph 138 of the Complaint, Respondent admits the
23 Final Settlement Statement reflects a deposit from buyer on April 26, 2016.
24 Respondent denies all remaining allegations contained in Paragraph 138.

25 139. In answer to Paragraph 139 of the Complaint, Respondent admits the
26 allegation.

27 140. In answer to Paragraph 140 of the Complaint, Respondent admits the
28 allegation.

1 **6940 FLOWER STREET**

2 141. In answer to Paragraph 141 of the Complaint, Respondent admits the
3 allegation.

4 142. In answer to Paragraph 142 of the Complaint, Respondent admits that the
5 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
6 compensation that Broker would offer "as compensation to selling Brokers...".
7 Respondent denies all remaining allegations contained in Paragraph 142.

8 143. In answer to Paragraph 143 of the Complaint, Respondent admits the
9 Exclusive Right to Sell Contract contains the language quoted in Paragraph 143.
10 Respondent denies all remaining allegations in Paragraph 143.

11 144. In answer to Paragraph 144 of the Complaint, Respondent lacks
12 knowledge or information sufficient to form a belief about the truth of the allegation,
13 and on that basis denies the allegation.

14 145. In answer to Paragraph 145 of the Complaint, Respondent admits the
15 allegation.

16 146. In answer to Paragraph 146 of the Complaint, Respondent admits the
17 seller accepted the Offer and Acceptance Agreement on April 21, 2016. Respondent
18 denies all remaining allegations contained in Paragraph 146.

19 147. In answer to Paragraph 147 of the Complaint, Respondent admits the
20 Offer and Acceptance Agreement contains a provision containing the language
21 paraphrased and quoted in Paragraph 147. Respondent denies all remaining allegations
22 contained in Paragraph 147.

23 148. In answer to Paragraph 148 of the Complaint, Respondent admits the
24 Receipt for Deposit by First American Title Insurance Company reflects a date of April
25 25, 2016. Respondent denies all remaining allegations contained in Paragraph 148.

26 149. In answer to Paragraph 149 of the Complaint, Respondent admits the
27 allegation.

28 150. In answer to Paragraph 150 of the Complaint, Respondent admits the

1 allegation.

2 **11560 TUPELO STREET**

3 151. In answer to Paragraph 151 of the Complaint, Respondent admits the
4 allegation.

5 152. In answer to Paragraph 152 of the Complaint, Respondent admits that the
6 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
7 compensation that Broker would offer "as compensation to selling Brokers...".
8 Respondent denies all remaining allegations contained in Paragraph 152.

9 153. In answer to Paragraph 153 of the Complaint, Respondent admits the
10 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
11 on February 9, 2016. Respondent denies all remaining allegations contained in
12 Paragraph 153.

13 154. In answer to Paragraph 154 of the Complaint, Respondent admits the
14 Exclusive Right to Sell Contract contains the language quoted in Paragraph 154.
15 Respondent denies all remaining allegations in Paragraph 154.

16 155. In answer to Paragraph 155 of the Complaint, Respondent lacks
17 knowledge or information sufficient to form a belief about the truth of the allegation,
18 and on that basis denies the allegation.

19 156. In answer to Paragraph 156 of the Complaint, Respondent admits the
20 allegation.

21 157. In answer to Paragraph 157 of the Complaint, Respondent admits the
22 allegation.

23 158. In answer to Paragraph 158 of the Complaint, Respondent admits that she
24 did not make a written disclosure that she and Brian Nelson are husband and wife, but
25 denies that there is any requirement to make such a disclosure in writing.

26 159. In answer to Paragraph 159 of the Complaint, Respondent admits the
27 Offer and Acceptance Agreement contained a provision containing the language
28 paraphrased and quoted in Paragraph 159. Respondent denies all remaining allegations

1 contained in Paragraph 159.

2 160. In answer to Paragraph 160 of the Complaint, Respondent admits the
3 Offer and Acceptance Agreement included a Short Sale Addendum dated February 25,
4 2016, signed by the buyer and the seller, which contained a term with the language, in
5 part, quoted in Paragraph 160. Respondent denies all remaining allegations contained
6 in Paragraph 160.

7 161. In answer to Paragraph 161 of the Complaint, Respondent admits the
8 Receipt for Deposit by First American Title Insurance Company reflects a date of
9 March 3, 2016. Respondent denies all remaining allegations contained in Paragraph
10 161.

11 162. In answer to Paragraph 162 of the Complaint, Respondent admits the
12 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 162.
13 Respondent denies all remaining allegations contained in Paragraph 162.

14 163. In answer to Paragraph 163 of the Complaint, Respondent lacks
15 knowledge or information sufficient to form a belief about the truth of the allegation,
16 and on that basis denies the allegation.

17 164. In answer to Paragraph 164 of the Complaint, Respondent admits the
18 allegation.

19 **3525 PARQUE VERDE LANE**

20 165. In answer to Paragraph 165 of the Complaint, Respondent admits the
21 allegation.

22 166. In answer to Paragraph 166 of the Complaint, Respondent admits that the
23 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
24 compensation that Broker would offer "as compensation to selling Brokers...".
25 Respondent denies all remaining allegations contained in Paragraph 166.

26 167. In answer to Paragraph 167 of the Complaint, Respondent admits the
27 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
28 on or about April 15, 2016. Respondent denies all remaining allegations contained in

Paragraph 167.

168. In answer to Paragraph 168 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

169. In answer to Paragraph 169 of the Complaint, Respondent denies that April 24, 2016 was a Saturday. Respondent admits the remaining allegation contained in Paragraph 169.

170. In answer to Paragraph 170 of the Complaint, Respondent denies that April 24, 2016 was a Saturday. Respondent admits the remaining allegation contained in Paragraph 170.

171. In answer to Paragraph 171 of the Complaint, Respondent admits that she did not make a written disclosure that she and Brian Nelson are husband and wife, but denies that there is any requirement to make such a disclosure in writing.

172. In answer to Paragraph 172 of the Complaint, Respondent admits the Offer and Acceptance Agreement contained a provision containing the language paraphrased and quoted in Paragraph 172. Respondent denies all remaining allegations contained in Paragraph 172.

173. In answer to Paragraph 173 of the Complaint, Respondent admits the Offer and Acceptance Agreement included a Short Sale Addendum which contained a handwritten term containing, in part, the language quoted in Paragraph 173. Respondent denies all remaining allegations in Paragraph 173.

174. In answer to Paragraph 174 of the Complaint, Respondent admits the Receipt for Deposit by First American Title Insurance Company reflects a date of April 26, 2016. Respondent denies all remaining allegations contained in Paragraph 174.

175. In answer to Paragraph 175 of the Complaint, Respondent admits the Offer and Acceptance Agreement contained the term paraphrased in Paragraph 175. Respondent denies all remaining allegations contained in Paragraph 175.

176. In answer to Paragraph 164 of the Complaint, Respondent lacks

1 knowledge or information sufficient to form a belief about the truth of the allegation,
2 and on that basis denies the allegation.

3 177. In answer to Paragraph 177 of the Complaint, Respondent admits the
4 allegation.

5 178. In answer to Paragraph 178 of the Complaint, Respondent admits the
6 allegation.

7 **2261 MATTEONI DRIVE (DECEMBER 30, 2016, CLOSING)**

8 179. In answer to Paragraph 179 of the Complaint, Respondent admits the
9 allegation.

10 180. In answer to Paragraph 180 of the Complaint, Respondent admits that the
11 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
12 compensation that Broker would offer "as compensation to selling Brokers...".

13 Respondent denies all remaining allegations contained in Paragraph 180.

14 181. In answer to Paragraph 181 of the Complaint, Respondent admits the
15 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
16 on or about April 6, 2016. Respondent denies all remaining allegations contained in
17 Paragraph 181.

18 182. In answer to Paragraph 182 of the Complaint, Respondent admits the
19 Exclusive Right to Sell Contract contains the language quoted in Paragraph 182.
20 Respondent denies all remaining allegations in Paragraph 182.

21 183. In answer to Paragraph 183 of the Complaint Respondent lacks
22 knowledge or information sufficient to form a belief about the truth of the allegation,
23 and on that basis denies the allegation.

24 184. In answer to Paragraph 184 of the Complaint, Respondent admits the
25 allegation.

26 185. In answer to Paragraph 185 of the Complaint, Respondent admits the
27 allegation.

28 186. In answer to Paragraph 186 of the Complaint, Respondent admits the

1 allegation that she did not make a written disclosure that she and Brian Nelson are
2 husband and wife, but denies that there is any requirement to make such a disclosure in
3 writing.

4 187. In answer to Paragraph 187 of the Complaint, Respondent admits the
5 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 187.
6 Respondent denies all remaining allegations contained in Paragraph 187.

7 188. In answer to Paragraph 188 of the Complaint, Respondent lacks
8 knowledge or information sufficient to form a belief about the truth of the allegation,
9 and on that basis denies the allegation.

10 189. In answer to Paragraph 189 of the Complaint, Respondent admits the
11 allegation.

12 **2261 MATTEONI DRIVE (APRIL 28, 2017, CLOSING)**

13 190. In answer to Paragraph 190 of the Complaint, Respondent admits the
14 allegation.

15 191. In answer to Paragraph 191 of the Complaint, Respondent admits that the
16 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
17 compensation that Broker would offer "as compensation to selling Brokers...".
18 Respondent denies all remaining allegations contained in Paragraph 191.

19 192. In answer to Paragraph 192 of the Complaint, Respondent admits the
20 Exclusive Right to Sell Contract contains the language quoted in Paragraph 192.
21 Respondent denies all remaining allegations in Paragraph 192.

22 193. In answer to Paragraph 193 of the Complaint, Respondent lacks
23 knowledge or information sufficient to form a belief about the truth of the allegation,
24 and on that basis denies the allegation.

25 194. In answer to Paragraph 194 of the Complaint, Respondent admits the
26 allegation.

27 195. In answer to Paragraph 195 of the Complaint, Respondent admits the
28 allegation.

1 196. In answer to Paragraph 196 of the Complaint, Respondent admits the
2 Offer and Acceptance Agreement contained a provision with the language paraphrased
3 and quoted in Paragraph 196. Respondent denies all remaining allegations contained in
4 Paragraph 196.

5 197. In answer to Paragraph 197 of the Complaint, Respondent admits the
6 Receipt for Deposit from First American Title Insurance Company reflects a date of
7 April 7, 2017. Respondent denies all remaining allegations contained in Paragraph 197.

8 198. In answer to Paragraph 198 of the Complaint, Respondent admits the
9 allegation.

10 199. In answer to Paragraph 199 of the Complaint, Respondent admits the
11 allegation.

12 **751 TAHOE BOULEVARD #5**

13 200. In answer to Paragraph 200 of the Complaint, Respondent admits the
14 allegation.

15 201. In answer to Paragraph 201 of the Complaint, Respondent admits that the
16 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
17 compensation that Broker would offer "as compensation to selling Brokers...".
18 Respondent denies all remaining allegations contained in Paragraph 201.

19 202. In answer to Paragraph 202 of the Complaint, Respondent admits the
20 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
21 on December 24, 2016. Respondent denies all remaining allegations contained in
22 Paragraph 202.

23 203. In answer to Paragraph 203 of the Complaint, Respondent lacks
24 knowledge or information sufficient to form a belief about the truth of the allegation,
25 and on that basis denies the allegation.

26 204. In answer to Paragraph 204 of the Complaint, Respondent admits the
27 allegation.

28 205. In answer to Paragraph 205 of the Complaint, Respondent admits the

1 seller accepted the Offer and Acceptance Agreement on Thursday, January 26, 2017,
2 and denies the remainder of the allegation.

3 206. In answer to Paragraph 206 of the Complaint, Respondent admits that she
4 did not make a written disclosure that she and Brian Nelson are husband and wife, but
5 denies that there is any requirement to make such a disclosure in writing.

6 207. In answer to Paragraph 207 of the Complaint, Respondent admits the
7 Offer and Acceptance Agreement contained a provision with the language paraphrased
8 and quoted in Paragraph 207. Respondent denies all remaining allegations contained in
9 Paragraph 207.

10 208. In answer to Paragraph 208 of the Complaint, Respondent admits the
11 Offer and Acceptance Agreement included a Short Sale Addendum signed by the buyer
12 and the seller, which contained a handwritten term containing, in part, the language
13 quoted in Paragraph 208. Respondent denies all remaining allegations in Paragraph
14 208.

15 209. In answer to Paragraph 209 of the Complaint, Respondent admits the
16 Receipt for Deposit by First American Title Insurance Company reflects a date of
17 February 3, 2017. Respondent denies all remaining allegations contained in Paragraph
18 209.

19 210. In answer to Paragraph 210 of the Complaint, Respondent admits the
20 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 210.
21 Respondent denies all remaining allegations contained in Paragraph 210.

22 211. In answer to Paragraph 211 of the Complaint, Respondent lacks
23 knowledge or information sufficient to form a belief about the truth of the allegation,
24 and on that basis denies the allegation.

25 212. In answer to Paragraph 212 of the Complaint, Respondent denies the
26 allegation.

1 **1920 TRAINER WAY**

2 213. In answer to Paragraph 213 of the Complaint, Respondent admits the
3 allegation.

4 214. In answer to Paragraph 214 of the Complaint, Respondent admits that the
5 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
6 compensation that Broker would offer "as compensation to selling Brokers...".
7 Respondent denies all remaining allegations contained in Paragraph 214.

8 215. In answer to Paragraph 215 of the Complaint, Respondent admits the
9 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
10 on January 17, 2017. Respondent denies all remaining allegations contained in
11 Paragraph 215.

12 216. In answer to Paragraph 216 of the Complaint, Respondent admits the
13 Exclusive Right to Sell Contract contains the language quoted in Paragraph 216.
14 Respondent denies all remaining allegations in Paragraph 216.

15 217. In answer to Paragraph 217 of the Complaint, Respondent lacks
16 knowledge or information sufficient to form a belief about the truth of the allegation,
17 and on that basis denies the allegation.

18 218. In answer to Paragraph 218 of the Complaint, Respondent admits the
19 allegation.

20 219. In answer to Paragraph 219 of the Complaint, Respondent admits the
21 allegation.

22 220. In answer to Paragraph 220 of the Complaint, Respondent admits that she
23 did not make a written disclosure that she and Brian Nelson are husband and wife, but
24 denies that there is any requirement to make such a disclosure in writing.

25 221. In answer to Paragraph 221 of the Complaint, Respondent admits the
26 Offer and Acceptance Agreement contained a provision with the language paraphrased
27 and quoted in Paragraph 221. Respondent denies all remaining allegations contained in
28 Paragraph 221.

1 222. In answer to Paragraph 222 of the Complaint, Respondent admits the
2 Offer and Acceptance Agreement included a Short Sale Addendum signed by the buyer
3 and the seller, which contained a handwritten term with the language, in part, quoted in
4 Paragraph 222. Respondent denies all remaining allegations contained in Paragraph
5 222.

6 223. In answer to Paragraph 223 of the Complaint, Respondent admits the
7 Receipt for Deposit by First American Title Insurance Company reflects a date of
8 March 6, 2017. Respondent denies all remaining allegations contained in Paragraph
9 223.

10 224. In answer to Paragraph 224 of the Complaint, Respondent admits the
11 Offer and Acceptance Agreement contains the term paraphrased in Paragraph 224.
12 Respondent denies all remaining allegations contained in Paragraph 224.

13 225. In answer to Paragraph 225 of the Complaint, Respondent lacks
14 knowledge or information sufficient to form a belief about the truth of the allegation,
15 and on that basis denies the allegation.

16 226. In answer to Paragraph 226 of the Complaint, Respondent denies the
17 allegation.

18 227. In answer to Paragraph 227 of the Complaint, Respondent admits the
19 allegation.

20 **1935 TRAINER WAY**

21 228. In answer to Paragraph 228 of the Complaint, Respondent admits the
22 allegation.

23 229. In answer to Paragraph 229 of the Complaint, Respondent admits that the
24 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
25 compensation that Broker would offer "as compensation to selling Brokers...".
26 Respondent denies all remaining allegations contained in Paragraph 229.

27 230. In answer to Paragraph 230 of the Complaint, Respondent admits the
28 Exclusive Right to Sell Contract contains the language quoted in Paragraph 230.

Respondent denies all remaining allegations in Paragraph 230.

231. In answer to Paragraph 231 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation, and on that basis denies the allegation.

232. In answer to Paragraph 232 of the Complaint, Respondent admits the allegation.

233. In answer to Paragraph 233 of the Complaint, Respondent admits the allegation.

234. In answer to Paragraph 234 of the Complaint, admits the Offer and Acceptance Agreement contained a provision with the language paraphrased and quoted in Paragraph 234. Respondent denies all remaining allegations contained in Paragraph 234.

235. In answer to Paragraph 235 of the Complaint, Respondent admits the Receipt for Deposit by First American Title Insurance Company reflects a date of February 15, 2017. Respondent denies all remaining allegations contained in Paragraph 235.

236. In answer to Paragraph 236 of the Complaint, Respondent admits the allegation.

3525 W. PLUMB LANE

237. In answer to Paragraph 237 of the Complaint, Respondent admits the allegation.

238. In answer to Paragraph 238 of the Complaint, Respondent admits that the Exclusive Right to Sell Contract set the compensation for Respondent and left blank the compensation that Broker would offer "as compensation to selling Brokers...". Respondent denies all remaining allegations contained in Paragraph 238.

239. In answer to Paragraph 239 of the Complaint, Respondent admits the Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller on May 11, 2016. Respondent denies all remaining allegations contained in Paragraph

1 239.

2 240. In answer to Paragraph 240 of the Complaint, Respondent lacks
3 knowledge or information sufficient to form a belief about the truth of the allegation,
4 and on that basis denies the allegation.

5 241. In answer to Paragraph 241 of the Complaint, Respondent admits the
6 allegation.

7 242. In answer to Paragraph 242 of the Complaint, Respondent denies that
8 May 21, 2017 was a Tuesday. Respondent admits the remainder of the allegation.

9 243. In answer to Paragraph 243 of the Complaint, Respondent admits that she
10 did not make a written disclosure that she and Brian Nelson are husband and wife, but
11 denies that there is any requirement to make such a disclosure in writing.

12 244. In answer to Paragraph 244 of the Complaint, Respondent admits the
13 Offer and Acceptance Agreement contained a provision with the language paraphrased
14 and quoted in Paragraph 244. Respondent denies all remaining allegations contained in
15 Paragraph 244.

16 245. In answer to Paragraph 245 of the Complaint, Respondent admits the
17 Offer and Acceptance Agreement contained a Short Sale Addendum dated May 21,
18 2017, signed by the buyer and seller, which contained, in part, the handwritten term
19 quoted in Paragraph 245. Respondent denies all remaining allegations contained in
20 Paragraph 245.

21 246. In answer to Paragraph 246 of the Complaint, Respondent admits the
22 Receipt for Deposit by First American Title Insurance Company reflects a date of May
23 31, 2017. Respondent denies all remaining allegations contained in Paragraph 246.

24 247. In answer to Paragraph 247 of the Complaint, Respondent admits the
25 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 247.
26 Respondent denies all remaining allegations contained in Paragraph 247.

27 248. In answer to Paragraph 248 of the Complaint, Respondent lacks
28 knowledge or information sufficient to form a belief about the truth of the allegation,

3
1 and on that basis denies the allegation.

2 249. In answer to Paragraph 249 of the Complaint, Respondent admits the
3 letter dated July 10, 2017 from Wells Fargo was in Respondent's listing and sales file,
4 and that the letter contained the language quoted in Paragraph 249. Respondent denies
5 all remaining allegations set forth in Paragraph 249.

6 250. In answer to Paragraph 250 of the Complaint, Respondent admits the July
7 10, 2017 letter from Wells Fargo contains the language quoted in Paragraph 250 and
8 that the short sale affidavit was not included in Respondent's listing and sales file.
9 Respondent denies all remaining allegations contained in Paragraph 250.

10 251. In answer to Paragraph 251 of the Complaint, Respondent denies the
11 allegation.

12 **935 NEVADA STREET**

13 252. In answer to Paragraph 252 of the Complaint, Respondent admits the
14 allegation.

15 253. In answer to Paragraph 253 of the Complaint, Respondent admits that the
16 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
17 compensation that Broker would offer "as compensation to selling Brokers...".
18 Respondent denies all remaining allegations contained in Paragraph 253.

19 254. In answer to Paragraph 254 of the Complaint, Respondent admits the
20 Exclusive Right to Sell Contract contains the language quoted in Paragraph 254.
21 Respondent denies all remaining allegations in Paragraph 254.

22 255. In answer to Paragraph 255 of the Complaint, Respondent lacks
23 knowledge or information sufficient to form a belief about the truth of the allegation,
24 and on that basis denies the allegation.

25 256. In answer to Paragraph 256 of the Complaint, Respondent admits the
26 allegation.

27 257. In answer to Paragraph 257 of the Complaint, Respondent admits the
28 allegation.

1 258. In answer to Paragraph 258 of the Complaint, Respondent admits the
2 Offer and Acceptance Agreement contained a provision with the language paraphrased
3 and quoted in Paragraph 258. Respondent denies all remaining allegations contained in
4 Paragraph 258.

5 259. In answer to Paragraph 259 of the Complaint, Respondent admits the
6 Receipt for Deposit by First American Title Insurance Company reflects a date of July
7 11, 2017. Respondent denies all remaining allegations contained in Paragraph 259.

8 260. In answer to Paragraph 260 of the Complaint, Respondent admits the
9 allegation.

10 **945 LOCOMOTIVE WAY**

11 261. In answer to Paragraph 261 of the Complaint, Respondent admits the
12 allegation.

13 262. In answer to Paragraph 262 of the Complaint, Respondent admits that the
14 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
15 compensation that Broker would offer "as compensation to selling Brokers...".
16 Respondent denies all remaining allegations contained in Paragraph 262.

17 263. In answer to Paragraph 263 of the Complaint, Respondent admits the
18 Exclusive Right to Sell Contract contains the language quoted in Paragraph 263.
19 Respondent denies all remaining allegations in Paragraph 263.

20 264. In answer to Paragraph 264 of the Complaint, Respondent lacks
21 knowledge or information sufficient to form a belief about the truth of the allegation,
22 and on that basis denies the allegation.

23 265. In answer to Paragraph 265 of the Complaint, Respondent admits the
24 allegation.

25 266. In answer to Paragraph 266 of the Complaint, Respondent admits the
26 allegation.

27 267. In answer to Paragraph 267 of the Complaint, Respondent admits the
28 Offer and Acceptance Agreement contained a provision with the language paraphrased

1 and quoted in Paragraph 267. Respondent denies all remaining allegations contained in
2 Paragraph 267.

3 268. In answer to Paragraph 268 of the Complaint, Respondent admits the
4 Receipt for Deposit by First American Title Insurance Company reflects a date of July
5 27, 2017. Respondent denies all remaining allegations contained in Paragraph 268.

6 269. In answer to Paragraph 269 of the Complaint, Respondent admits the
7 Offer and Acceptance Agreement contained the term paraphrased in Paragraph 269.
8 Respondent denies all remaining allegations contained in Paragraph 269.

9 270. In answer to Paragraph 270 of the Complaint, Respondent admits the
10 allegation.

11 **7280 GEMSTONE DRIVE**

12 271. In answer to Paragraph 271 of the Complaint, Respondent admits the
13 allegation.

14 272. In answer to Paragraph 272 of the Complaint, Respondent admits that the
15 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the
16 compensation that Broker would offer "as compensation to selling Brokers...".
17 Respondent denies all remaining allegations contained in Paragraph 272.

18 273. In answer to Paragraph 273 of the Complaint, Respondent admits the
19 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller
20 on June 9, 2017. Respondent denies all remaining allegations contained in Paragraph
21 273.

22 274. In answer to Paragraph 274 of the Complaint, Respondent admits the
23 Exclusive Right to Sell Contract contains the language quoted in Paragraph 274.
24 Respondent denies all remaining allegations in Paragraph 274.

25 275. In answer to Paragraph 275 of the Complaint, Respondent lacks
26 knowledge or information sufficient to form a belief about the truth of the allegation,
27 and on that basis denies the allegation.

28 276. In answer to Paragraph 276 of the Complaint, Respondent admits the

1 allegation.

2 277. In answer to Paragraph 277 of the Complaint, Respondent admits the
3 allegation.

4 278. In answer to Paragraph 278 of the Complaint, Respondent admits that she
5 did not make a written disclosure that she and Brian Nelson are husband and wife, but
6 denies that there is any requirement to make such a disclosure in writing.

7 279. In answer to Paragraph 279 of the Complaint, Respondent admits the
8 Offer and Acceptance Agreement contained a provision with the language paraphrased
9 and quoted in Paragraph 279. Respondent denies all remaining allegations contained in
10 Paragraph 279.

11 280. In answer to Paragraph 280 of the Complaint, Respondent admits the
12 Offer and Acceptance Agreement included a Short Sale Addendum signed by both the
13 buyer and seller, which contained a handwritten term that contained, in part, the
14 language quoted in Paragraph 280. Respondent denies all remaining allegations
15 contained in Paragraph 280.

16 281. In answer to Paragraph 281 of the Complaint, Respondent denies the
17 allegation.

18 282. In answer to Paragraph 282 of the Complaint, admits the Offer and
19 Acceptance Agreement contained the term paraphrased in Paragraph 282. Respondent
20 denies all remaining allegations contained in Paragraph 282.

21 283. In answer to Paragraph 283 of the Complaint, Respondent lacks
22 knowledge or information sufficient to form a belief about the truth of the allegation,
23 and on that basis denies the allegation.

24 284. In answer to Paragraph 284 of the Complaint, Respondent lacks
25 knowledge or information sufficient to form a belief about the truth of the allegation,
26 and on that basis denies the allegation.

27 285. In answer to Paragraph 285 of the Complaint, Respondent lacks
28 knowledge or information sufficient to form a belief about the truth of the allegation,

1 and on that basis denies the allegation.

2 286. In answer to Paragraph 286 of the Complaint, Respondent denies the
3 allegation.

4 287. In answer to Paragraph 287 of the Complaint, Respondent admits the
5 allegation.

6 **VIOLATIONS**

7 1. In answer to Paragraph 1 of this section of the Complaint, Respondent
8 denies the allegations contained in Paragraph 1.

9 2. In answer to Paragraph 2 of this section of the Complaint, Respondent
10 denies the allegations contained in Paragraph 2.

11 3. In answer to Paragraph 3 of this section of the Complaint, Respondent
12 denies the allegations contained in Paragraph 3.

13 4. In answer to Paragraph 4 of this section of the Complaint, Respondent
14 denies the allegations contained in Paragraph 4.

15 5. In answer to Paragraph 5 of this section of the Complaint, Respondent
16 denies the allegations contained in Paragraph 5.

17 6. In answer to Paragraph 6 of this section of the Complaint, Respondent
18 denies the allegations contained in Paragraph 6.

19 7. In answer to Paragraph 7 of this section of the Complaint, Respondent
20 denies the allegations contained in Paragraph 7.

21 **DISCIPLINE AUTHORIZED**

22 8. The allegations contained in Paragraph 8 of this section of the Complaint
23 state legal conclusions and do not require a response from Respondent. To the extent a
24 response is required by rule, Respondent denies the allegations to the extent the
25 allegations are inconsistent with the referenced statutes and regulations.

26 **DEFENSES AND AFFIRMATIVE DEFENSES**

27 1. The Complaint fails to state a claim against Respondent upon which relief
28 may be granted.

2. The Respondent has not violated any Order of the Nevada Real Estate Commission ("NREC"), any agreement with the Nevada Real Estate Division ("NRED"), or any provision of NRS Chapter 645 or any regulation of NAC Chapter 645.

3. Respondent has exercised reasonable skill and care with respect to all parties to the real estate transactions at issue.

4. Respondent has dealt fairly with and represented sellers with absolute fidelity for all transactions relevant to the Complaint.

5. Respondent has not engaged in deceitful, fraudulent, or dishonest dealing.

6. Respondent has disclosed to each party to the real estate transactions relevant to the Complaint any material and relevant facts, data or information which Respondent knew, or which by the exercise of reasonable care and diligence should have known, relating to the property which is the subject of the transaction.

7. Respondent performed no acts or omissions relevant to the Complaint that would constitute a violation of NRS Chapter 645 or NAC Chapter 645.

8. The statutes and regulations that the NRED seeks to enforce are so ambiguous and uncertain that they fail to put Respondent on adequate notice of the required or prohibited conduct, thereby violating her due process rights.

9. The NRED lacks standing to enforce any agreements identified in the Complaint to which Respondent is a party, or any provisions in those agreements for which buyers or sellers are responsible.

10. NRED failed to adequately investigate the complaint against Respondent.

11. The Complaint fails to put Respondent on adequate notice of the charges against her and is, therefore, a violation of Respondent's due process rights.

12. The Complaint fails to identify either by name or number the alleged form that Respondent was allegedly required to use, which fails to put Respondent on adequate notice of the charges against her and is, therefore, a violation of Respondent's due process rights.

1 13. The NRED failed to produce any documents containing the alleged form
2 that Respondent was allegedly required to use, which fails to put Respondent on
3 adequate notice of the charges against her and is, therefore, a violation of Respondent's
4 due process rights.

5 14. To the extent that the alleged form that the Complaint refers to is the
6 NRED's "Waiver Form," such form is inconsistent with NRS 645.254(4) and is
7 nonsensical, as it states "the licensee who represents me **shall not present any offers**
8 **made to or by me**, as defined above." (Emphasis added.) The NRED's Waiver Form
9 essentially bars the licensee from providing any offers to the seller.

10 15. To the extent the NRED has failed to produce all communications,
11 reports, affidavits or depositions in its possession which are relevant to the Complaint,
12 the Complaint and the NRED's claims should be barred.

13 16. The NRED's complaint for the alleged violations stated therein is
14 arbitrary, capricious and/or characterized by an abuse of discretion.

15 17. *The basis on which one or more of the alleged violations in the NRED's*
16 *complaint is stated violates anti-trust law.*

17 18. All possible affirmative defenses may not have been alleged herein,
18 insofar as sufficient facts were not available after reasonable inquiry upon the filing of
19 this Answer, and, therefore, Respondent reserves the right to amend her Answer to
20 allege additional affirmative defenses if subsequent investigation warrants.

21 ///

22 ///

1
2 **AFFIRMATION**
3 **Pursuant to NRS 239B.030**

4 The undersigned does hereby affirm that the preceding document does not
5 contain the social security number of any person.

6 DATED this 20th day of July, 2019.

7 RICHARD L. ELMORE, CHTD.

8 

9 Richard L. Elmore, Esq.
10 Nevada Bar No. 1405
11 3301 So .Virginia St., Ste. 125
12 Reno, Nevada 89502
13 (775) 357-8170
14 relmore@rlepc.com

15 *Attorney for Respondent Terry Nelson*
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this date, I personally caused to be served a true copy of
3 the foregoing **AMENDED ANSWER TO COMPLAINT** by the method indicated and
4 addressed to the following:

5
6 Peter K. Keegan
7 Deputy Attorney General
8 100 North Carson Street
9 Carson City, Nevada 89701
10 Attorney for Real Estate Division

☒ Via U.S. Mail
☐ Via Overnight Mail
☐ Via Hand Delivery
☐ Via Facsimile
☐ Via ECF

11 DATED this 22nd day of July, 2019.

12
13 
14

15 Richard L. Elmore
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OFFICE OF THE ATTORNEY GENERAL
CARSON CITY, NEVADA

JUL 23 2010

BUREAU OF PUBLIC
BUSINESS & TAXATION DIVISION