

FILED

JUN 19 2018

REAL ESTATE COMMISSION  
*Rubén S. Sandoval*

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

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

Case No. 2017-1715

Petitioner,

vs.

TERRY NELSON,

Respondent.

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 answers the Complaint as follows:

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.

FACTUAL ALLEGATIONS

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

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

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

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

13 **296 E. QUAIL STREET**

14           6.     In answer to Paragraph 6 of the Complaint, Respondent admits the  
15 allegation.

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

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

22           9.     In answer to Paragraph 9 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 9.

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

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

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

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

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

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

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

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

21          18.    In answer to Paragraph 18 of the Complaint, Respondent admits the  
22 allegation.

23          19.    In answer to Paragraph 19 of the Complaint, Respondent admits the  
24 allegation.

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

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1 **14070 TOURMALINE DRIVE**

2 21. In answer to Paragraph 21 of the Complaint, Respondent admits the  
3 allegation.

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

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

10 24. In answer to Paragraph 24 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 24.

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

17 26. In answer to Paragraph 26 of the Complaint, Respondent denies the  
18 allegation.

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

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

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

28 30. In answer to Paragraph 30 of the Complaint, Respondent lacks knowledge

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

3 31. In answer to Paragraph 31 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 32. In answer to Paragraph 32 of the Complaint, Respondent admits the  
7 allegation.

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

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

14 35. In answer to Paragraph 35 of the Complaint, Respondent admits the  
15 Receipt for Deposit by First American Title Insurance Company reflects a date of  
16 August 12, 2013. Respondent denies all remaining allegations contained in Paragraph  
17 35.

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

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

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

28 39. In answer to Paragraph 39 of the Complaint, Respondent admits the

1 allegation.

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

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

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

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

17 44. In answer to Paragraph 44 of the Complaint, Respondent denies the  
18 allegation.

19 45. In answer to Paragraph 45 of the Complaint, Respondent denies the  
20 allegation.

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

24 **2080 BLOSSOM VIEW DRIVE**

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

27 48. In answer to Paragraph 48 of the Complaint, Respondent admits the  
28 Exclusive Right to Sell Contract contained the handwritten term quoted in Paragraph 48.

1 Respondent denies all remaining allegations in Paragraph 48.

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

5 50. In answer to Paragraph 50 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 50.

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

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

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

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

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

22 56. In answer to Paragraph 56 of the Complaint, Respondent admits the Offer  
23 and Acceptance Agreement contained a Short Sale Addendum dated August 31, 2013,  
24 signed by buyer and seller, and that the Short Sale Addendum contains in part the  
25 language quoted in Paragraph 56. Respondent denies all remaining allegations contained  
26 in Paragraph 56.

27 57. In answer to Paragraph 57 of the Complaint, Respondent admits the  
28 Receipt for Deposit by First American Title Insurance Company reflects a date of

1 September 6, 2013. Respondent denies all remaining allegations contained in Paragraph  
2 57.

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

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

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

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

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

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

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

23 **2290 LINDLEY WAY**

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

26 66. In answer to Paragraph 66 of the Complaint, Respondent admits that the  
27 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
28 compensation that Broker would offer "as compensation to selling Brokers..."



1 Respondent denies all remaining allegations contained in Paragraph 66.

2 67. In answer to Paragraph 67 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 68. In answer to Paragraph 68 of the Complaint, Respondent admits the  
6 allegation.

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

9 70. In answer to Paragraph 70 of the Complaint, Respondent admits the Offer  
10 and Acceptance Agreement contained the language paraphrased in Paragraph 70.

11 Respondent denies all remaining allegations contained in Paragraph 70.

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

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

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

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

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

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

27 77. In answer to Paragraph 77 of the Complaint, Respondent admits the  
28 allegation.

1 **7615 HALIFAX DRIVE**

2 78. In answer to Paragraph 78 of the Complaint, Respondent admits the  
3 allegation.

4 79. In answer to Paragraph 79 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 79.

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

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

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

18 83. In answer to Paragraph 83 of the Complaint, Respondent admits the  
19 allegation.

20 84. In answer to Paragraph 84 of the Complaint, Respondent admits the  
21 allegation.

22 85. In answer to Paragraph 85 of the Complaint, Respondent admits the Offer  
23 and Acceptance Agreement contains the language paraphrased in Paragraph 85.  
24 Respondent denies all remaining allegations contained in Paragraph 85.

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

28 87. In answer to Paragraph 87 of the Complaint, Respondent denies the

1 allegation.

2 88. In answer to Paragraph 88 of the Complaint, Respondent denies the  
3 allegation.

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

8 90. In answer to Paragraph 90 of the Complaint, Respondent admits the  
9 allegation.

10 **112 MICHAELSON DRIVE**

11 91. In answer to Paragraph 91 of the Complaint, Respondent admits the  
12 allegation.

13 92. In answer to Paragraph 92 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 92.

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

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

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

26 96. In answer to Paragraph 96 of the Complaint, Respondent admits the  
27 allegation.

28 97. In answer to Paragraph 97 of the Complaint, Respondent admits the

1 allegation.

2 98. In answer to Paragraph 98 of the Complaint, Respondent admits the Offer  
3 and Acceptance Agreement contained the term paraphrased in Paragraph 98.

4 Respondent denies all remaining allegations contained in Paragraph 98.

5 99. In answer to Paragraph 99 of the Complaint, Respondent admits the  
6 Receipt for Deposit from First American Title Insurance Company is dated September  
7 26, 2014, and that the personal check from buyer is dated September 21, 2014.

8 Respondent denies all remaining allegations contained in Paragraph 99.

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

12 101. In answer to Paragraph 101 of the Complaint, Respondent admits the  
13 allegation.

14 **7615 ROLLING CLOUDS DRIVE**

15 102. In answer to Paragraph 102 of the Complaint, Respondent admits the  
16 allegation.

17 103. In answer to Paragraph 103 of the Complaint, Respondent admits that the  
18 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
19 compensation that Broker would offer "as compensation to selling Brokers..."

20 Respondent denies all remaining allegations contained in Paragraph 103.

21 104. In answer to Paragraph 104 of the Complaint, Respondent admits the  
22 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller on  
23 June 1, 2015. Respondent denies all remaining allegations contained in Paragraph 104.

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

27 106. In answer to Paragraph 106 of the Complaint, Respondent admits the  
28 allegation.

1           107. In answer to Paragraph 107 of the Complaint, Respondent admits the  
2 allegation.

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

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

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

13           111. In answer to Paragraph 111 of the Complaint, Respondent admits the Offer  
14 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph  
15 111. Respondent denies all remaining allegations contained in Paragraph 111.

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

21           113. In answer to Paragraph 113 of the Complaint, Respondent admits the  
22 Receipt for Deposit from First American Title Insurance Company is dated July 10,  
23 2015. Respondent denies all remaining allegations contained in Paragraph 113.

24           114. In answer to Paragraph 114 of the Complaint, Respondent admits the  
25 allegation.

26           115. In answer to Paragraph 115 of the Complaint, Respondent admits the  
27 allegation.

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

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

117. In answer to Paragraph 117 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 117.

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

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

120. In answer to Paragraph 120 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.

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

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

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

124. In answer to Paragraph 124 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.

125. In answer to Paragraph 125 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.

4 126. In answer to Paragraph 126 of the Complaint, Respondent admits the Offer  
5 and Acceptance Agreement contain the paraphrased and quoted language set forth in  
6 Paragraph 126. Respondent denies all remaining allegations containing in Paragraph  
7 126.

8 127. In answer to Paragraph 127 of the Complaint, Respondent admits the Offer  
9 and Acceptance Agreement also contained a Short Sale Addendum dated October 14,  
10 2015, signed by both the buyer and the seller, and that the Short Sale Addendum also  
11 contains, in part, the language quoted in Paragraph 127. Respondent denies all  
12 remaining allegations contained in Paragraph 127.

13 128. In answer to Paragraph 128 of the Complaint, Respondent admits the  
14 Receipt for Deposit from First American Title Insurance Company reflects a date of  
15 October 23, 2015. Respondent denies all remaining allegations contained in Paragraph  
16 128.

17 129. In answer to Paragraph 129 of the Complaint, Respondent admits the  
18 allegation.

19 130. In answer to Paragraph 130 of the Complaint, Respondent admits the  
20 allegation.

21 **687 WEST CANARY CIRCLE**

22 131. In answer to Paragraph 131 of the Complaint, Respondent admits the  
23 allegation.

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

28 133. In answer to Paragraph 133 of the Complaint, Respondent admits the

1 Exclusive Right to Sell Contract contains the language quoted in Paragraph 133.

2 Respondent denies all remaining allegations in Paragraph 133.

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

6 135. In answer to Paragraph 135 of the Complaint, Respondent admits the  
7 allegation.

8 136. In answer to Paragraph 136 of the Complaint, Respondent admits the  
9 allegation.

10 137. In answer to Paragraph 138 of the Complaint, Respondent admits the Offer  
11 and Acceptance Agreement contains a provision containing the language paraphrased  
12 and quoted in Paragraph 137. Respondent denies all remaining allegations contained in  
13 Paragraph 137.

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

17 139. In answer to Paragraph 139 of the Complaint, Respondent admits the  
18 allegation.

19 140. In answer to Paragraph 140 of the Complaint, Respondent admits the  
20 allegation.

21 **6940 FLOWER STREET**

22 141. In answer to Paragraph 141 of the Complaint, Respondent admits the  
23 allegation.

24 142. In answer to Paragraph 142 of the Complaint, Respondent admits that the  
25 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
26 compensation that Broker would offer "as compensation to selling Brokers...".

27 Respondent denies all remaining allegations contained in Paragraph 142.

28 143. In answer to Paragraph 143 of the Complaint, Respondent admits the



1 Exclusive Right to Sell Contract contains the language quoted in Paragraph 143.

2 Respondent denies all remaining allegations in Paragraph 143.

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

6 145. In answer to Paragraph 145 of the Complaint, Respondent admits the  
7 allegation.

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

11 147. In answer to Paragraph 147 of the Complaint, Respondent admits the Offer  
12 and Acceptance Agreement contains a provision containing the language paraphrased  
13 and quoted in Paragraph 147. Respondent denies all remaining allegations contained in  
14 Paragraph 147.

15 148. In answer to Paragraph 148 of the Complaint, Respondent admits the  
16 Receipt for Deposit by First American Title Insurance Company reflects a date of April  
17 25, 2016. Respondent denies all remaining allegations contained in Paragraph 148.

18 149. In answer to Paragraph 149 of the Complaint, Respondent admits the  
19 allegation.

20 150. In answer to Paragraph 150 of the Complaint, Respondent admits the  
21 allegation.

22 **11560 TUPELO STREET**

23 151. In answer to Paragraph 151 of the Complaint, Respondent admits the  
24 allegation.

25 152. In answer to Paragraph 152 of the Complaint, Respondent admits that the  
26 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
27 compensation that Broker would offer "as compensation to selling Brokers...".

28 Respondent denies all remaining allegations contained in Paragraph 152.

1           153. In answer to Paragraph 153 of the Complaint, Respondent admits the  
2 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller on  
3 February 9, 2016. Respondent denies all remaining allegations contained in Paragraph  
4 153.

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

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

11           156. In answer to Paragraph 156 of the Complaint, Respondent admits the  
12 allegation.

13           157. In answer to Paragraph 157 of the Complaint, Respondent admits the  
14 allegation.

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

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

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

27           161. In answer to Paragraph 161 of the Complaint, Respondent admits the  
28 Receipt for Deposit by First American Title Insurance Company reflects a date of March

1 3, 2016. Respondent denies all remaining allegations contained in Paragraph 161.

2 162. In answer to Paragraph 162 of the Complaint, Respondent admits the Offer  
3 and Acceptance Agreement contained the term paraphrased in Paragraph 162.

4 Respondent denies all remaining allegations contained in Paragraph 162.

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

8 164. In answer to Paragraph 164 of the Complaint, Respondent admits the  
9 allegation.

10 **3525 PARQUE VERDE LANE**

11 165. In answer to Paragraph 165 of the Complaint, Respondent admits the  
12 allegation.

13 166. In answer to Paragraph 166 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 166.

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

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

24 169. In answer to Paragraph 169 of the Complaint, Respondent denies that April  
25 24, 2016 was a Saturday. Respondent admits the remaining allegation contained in  
26 Paragraph 169.

27 170. In answer to Paragraph 170 of the Complaint, Respondent denies that April  
28 24, 2016 was a Saturday. Respondent admits the remaining allegation contained in

1 Paragraph 170.

2 171. In answer to Paragraph 171 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.

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

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

13 174. In answer to Paragraph 174 of the Complaint, Respondent admits the  
14 Receipt for Deposit by First American Title Insurance Company reflects a date of April  
15 26, 2016. Respondent denies all remaining allegations contained in Paragraph 174.

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

19 176. In answer to Paragraph 164 of the Complaint, Respondent lacks  
20 knowledge or information sufficient to form a belief about the truth of the allegation, and  
21 on that basis denies the allegation.

22 177. In answer to Paragraph 177 of the Complaint, Respondent admits the  
23 allegation.

24 178. In answer to Paragraph 178 of the Complaint, Respondent admits the  
25 allegation.

26 **2261 MATTEONI DRIVE (DECEMBER 30, 2016, CLOSING)**

27 179. In answer to Paragraph 179 of the Complaint, Respondent admits the  
28 allegation.

1           180. In answer to Paragraph 180 of the Complaint, Respondent admits that the  
2 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
3 compensation that Broker would offer “as compensation to selling Brokers...”.

4 Respondent denies all remaining allegations contained in Paragraph 180.

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

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

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

15           184. In answer to Paragraph 184 of the Complaint, Respondent admits the  
16 allegation.

17           185. In answer to Paragraph 185 of the Complaint, Respondent admits the  
18 allegation.

19           186. In answer to Paragraph 186 of the Complaint, Respondent admits the  
20 allegation that she did not make a written disclosure that she and Brian Nelson are  
21 husband and wife, but denies that there is any requirement to make such a disclosure in  
22 writing.

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

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

1           189. In answer to Paragraph 189 of the Complaint, Respondent admits the  
2 allegation.

3 **2261 MATTEONI DRIVE (APRIL 28, 2017, CLOSING)**

4           190. In answer to Paragraph 190 of the Complaint, Respondent admits the  
5 allegation.

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

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

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

16          194. In answer to Paragraph 194 of the Complaint, Respondent admits the  
17 allegation.

18          195. In answer to Paragraph 195 of the Complaint, Respondent admits the  
19 allegation.

20          196. In answer to Paragraph 196 of the Complaint, Respondent admits the Offer  
21 and Acceptance Agreement contained a provision with the language paraphrased and  
22 quoted in Paragraph 196. Respondent denies all remaining allegations contained in  
23 Paragraph 196.

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

27          198. In answer to Paragraph 198 of the Complaint, Respondent admits the  
28 allegation.

1           199. In answer to Paragraph 199 of the Complaint, Respondent admits the  
2 allegation.

3 **751 TAHOE BOULEVARD #5**

4           200. In answer to Paragraph 200 of the Complaint, Respondent admits the  
5 allegation.

6           201. In answer to Paragraph 201 of the Complaint, Respondent admits that the  
7 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
8 compensation that Broker would offer “as compensation to selling Brokers...”.  
9 Respondent denies all remaining allegations contained in Paragraph 201.

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

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

17          204. In answer to Paragraph 204 of the Complaint, Respondent admits the  
18 allegation.

19          205. In answer to Paragraph 205 of the Complaint, Respondent admits the seller  
20 accepted the Offer and Acceptance Agreement on Thursday, January 26, 2017, and  
21 denies the remainder of the allegation.

22          206. In answer to Paragraph 206 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          207. In answer to Paragraph 207 of the Complaint, Respondent admits the Offer  
26 and Acceptance Agreement contained a provision with the language paraphrased and  
27 quoted in Paragraph 207. Respondent denies all remaining allegations contained in  
28 Paragraph 207.

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

5           209. In answer to Paragraph 209 of the Complaint, Respondent admits the  
6 Receipt for Deposit by First American Title Insurance Company reflects a date of  
7 February 3, 2017. Respondent denies all remaining allegations contained in Paragraph  
8 209.

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

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

15           212. In answer to Paragraph 212 of the Complaint, Respondent denies the  
16 allegation.

17 **1920 TRAINER WAY**

18           213. In answer to Paragraph 213 of the Complaint, Respondent admits the  
19 allegation.

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

24           215. In answer to Paragraph 215 of the Complaint, Respondent admits the  
25 Exclusive Right to Sell Contract included a Short Sale Addendum signed by the seller on  
26 January 17, 2017. Respondent denies all remaining allegations contained in Paragraph  
27 215.

28           216. In answer to Paragraph 216 of the Complaint, Respondent admits the



1 Exclusive Right to Sell Contract contains the language quoted in Paragraph 216.

2 Respondent denies all remaining allegations in Paragraph 216.

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

6 218. In answer to Paragraph 218 of the Complaint, Respondent admits the  
7 allegation.

8 219. In answer to Paragraph 219 of the Complaint, Respondent admits the  
9 allegation.

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

13 221. In answer to Paragraph 221 of the Complaint, Respondent admits the Offer  
14 and Acceptance Agreement contained a provision with the language paraphrased and  
15 quoted in Paragraph 221. Respondent denies all remaining allegations contained in  
16 Paragraph 221.

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

21 223. In answer to Paragraph 223 of the Complaint, Respondent admits the  
22 Receipt for Deposit by First American Title Insurance Company reflects a date of March  
23 6, 2017. Respondent denies all remaining allegations contained in Paragraph 223.

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

27 225. In answer to Paragraph 225 of the Complaint, Respondent lacks  
28 knowledge or information sufficient to form a belief about the truth of the allegation, and

1 on that basis denies the allegation.

2 226. In answer to Paragraph 226 of the Complaint, Respondent denies the  
3 allegation.

4 227. In answer to Paragraph 227 of the Complaint, Respondent admits the  
5 allegation.

6 **1935 TRAINER WAY**

7 228. In answer to Paragraph 228 of the Complaint, Respondent admits the  
8 allegation.

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

13 230. In answer to Paragraph 230 of the Complaint, Respondent admits the  
14 Exclusive Right to Sell Contract contains the language quoted in Paragraph 230.  
15 Respondent denies all remaining allegations in Paragraph 230.

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

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

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

23 234. In answer to Paragraph 234 of the Complaint, admits the Offer and  
24 Acceptance Agreement contained a provision with the language paraphrased and quoted  
25 in Paragraph 234. Respondent denies all remaining allegations contained in Paragraph  
26 234.

27 235. In answer to Paragraph 235 of the Complaint, Respondent admits the  
28 Receipt for Deposit by First American Title Insurance Company reflects a date of

1 February 15, 2017. Respondent denies all remaining allegations contained in Paragraph  
2 235.

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

5 **3525 W. PLUMB LANE**

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

8 238. In answer to Paragraph 238 of the Complaint, Respondent admits that the  
9 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
10 compensation that Broker would offer "as compensation to selling Brokers...".

11 Respondent denies all remaining allegations contained in Paragraph 238.

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

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

18 241. In answer to Paragraph 241 of the Complaint, Respondent admits the  
19 allegation.

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

22 243. In answer to Paragraph 243 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.

25 244. In answer to Paragraph 244 of the Complaint, Respondent admits the Offer  
26 and Acceptance Agreement contained a provision with the language paraphrased and  
27 quoted in Paragraph 244. Respondent denies all remaining allegations contained in  
28 Paragraph 244.

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

5           246. In answer to Paragraph 246 of the Complaint, Respondent admits the  
6 Receipt for Deposit by First American Title Insurance Company reflects a date of May  
7 31, 2017. Respondent denies all remaining allegations contained in Paragraph 246.

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

11           248. In answer to Paragraph 248 of the Complaint, Respondent lacks  
12 knowledge or information sufficient to form a belief about the truth of the allegation, and  
13 on that basis denies the allegation.

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

18           250. In answer to Paragraph 250 of the Complaint, Respondent admits the July  
19 10, 2017 letter from Wells Fargo contains the language quoted in Paragraph 250 and that  
20 the short sale affidavit was not included in Respondent's listing and sales file.  
21 Respondent denies all remaining allegations contained in Paragraph 250.

22           251. In answer to Paragraph 251 of the Complaint, Respondent denies the  
23 allegation.

24 **935 NEVADA STREET**

25           252. In answer to Paragraph 252 of the Complaint, Respondent admits the  
26 allegation.

27           253. In answer to Paragraph 253 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 253.

3 254. In answer to Paragraph 254 of the Complaint, Respondent admits the  
4 Exclusive Right to Sell Contract contains the language quoted in Paragraph 254.

5 Respondent denies all remaining allegations in Paragraph 254.

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

9 256. In answer to Paragraph 256 of the Complaint, Respondent admits the  
10 allegation.

11 257. In answer to Paragraph 257 of the Complaint, Respondent admits the  
12 allegation.

13 258. In answer to Paragraph 258 of the Complaint, Respondent admits the Offer  
14 and Acceptance Agreement contained a provision with the language paraphrased and  
15 quoted in Paragraph 258. Respondent denies all remaining allegations contained in  
16 Paragraph 258.

17 259. In answer to Paragraph 259 of the Complaint, Respondent admits the  
18 Receipt for Deposit by First American Title Insurance Company reflects a date of July  
19 11, 2017. Respondent denies all remaining allegations contained in Paragraph 259.

20 260. In answer to Paragraph 260 of the Complaint, Respondent admits the  
21 allegation.

22 **945 LOCOMOTIVE WAY**

23 261. In answer to Paragraph 261 of the Complaint, Respondent admits the  
24 allegation.

25 262. In answer to Paragraph 262 of the Complaint, Respondent admits that the  
26 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
27 compensation that Broker would offer "as compensation to selling Brokers...".

28 Respondent denies all remaining allegations contained in Paragraph 262.

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

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

7           265. In answer to Paragraph 265 of the Complaint, Respondent admits the  
8 allegation.

9           266. In answer to Paragraph 266 of the Complaint, Respondent admits the  
10 allegation.

11           267. In answer to Paragraph 267 of the Complaint, Respondent admits the Offer  
12 and Acceptance Agreement contained a provision with the language paraphrased and  
13 quoted in Paragraph 267. Respondent denies all remaining allegations contained in  
14 Paragraph 267.

15           268. In answer to Paragraph 268 of the Complaint, Respondent admits the  
16 Receipt for Deposit by First American Title Insurance Company reflects a date of July  
17 27, 2017. Respondent denies all remaining allegations contained in Paragraph 268.

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

21           270. In answer to Paragraph 270 of the Complaint, Respondent admits the  
22 allegation.

23 **7280 GEMSTONE DRIVE**

24           271. In answer to Paragraph 271 of the Complaint, Respondent admits the  
25 allegation.

26           272. In answer to Paragraph 272 of the Complaint, Respondent admits that the  
27 Exclusive Right to Sell Contract set the compensation for Respondent and left blank the  
28 compensation that Broker would offer "as compensation to selling Brokers...".

1 Respondent denies all remaining allegations contained in Paragraph 272.

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

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

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

11 276. In answer to Paragraph 276 of the Complaint, Respondent admits the  
12 allegation.

13 277. In answer to Paragraph 277 of the Complaint, Respondent admits the  
14 allegation.

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

18 279. In answer to Paragraph 279 of the Complaint, Respondent admits the Offer  
19 and Acceptance Agreement contained a provision with the language paraphrased and  
20 quoted in Paragraph 279. Respondent denies all remaining allegations contained in  
21 Paragraph 279.

22 280. In answer to Paragraph 280 of the Complaint, Respondent admits the Offer  
23 and Acceptance Agreement included a Short Sale Addendum signed by both the buyer  
24 and seller, which contained a handwritten term that contained, in part, the language  
25 quoted in Paragraph 280. Respondent denies all remaining allegations contained in  
26 Paragraph 280.

27 281. In answer to Paragraph 281 of the Complaint, Respondent denies the  
28 allegation.

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

283. In answer to Paragraph 283 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.

284. In answer to Paragraph 284 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.

285. In answer to Paragraph 285 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.

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

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

## VIOLATIONS

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

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

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

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

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



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

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

5                               **DISCIPLINE AUTHORIZED**

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

10                           **DEFENSES AND AFFIRMATIVE DEFENSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26          16.    The NRED's complaint for the alleged violations stated therein is  
27 arbitrary, capricious and/or characterized by an abuse of discretion.  
28

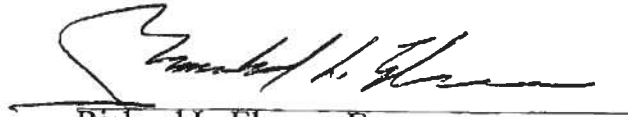
1           17. All possible affirmative defenses may not have been alleged herein, insofar  
2 as sufficient facts were not available after reasonable inquiry upon the filing of this  
3 Answer, and, therefore, Respondent reserves the right to amend her Answer to allege  
4 additional affirmative defenses if subsequent investigation warrants.  
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**AFFIRMATION**  
**Pursuant to NRS 239B.030**

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

DATED this 16<sup>th</sup> day of June, 2018.

RICHARD L. ELMORE, CHTD.



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*Attorney for Respondent Terry Nelson*

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