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**FILED**

NOV 12 2019

REAL ESTATE COMMISSION

BY *Emily Patten*

7  
8 **BEFORE THE REAL ESTATE COMMISSION**  
9 **STATE OF NEVADA**

9 SHARATH CHANDRA, Administrator,  
10 REAL ESTATE DIVISION DEPARTMENT  
11 OF BUSINESS AND INDUSTRY, STATE  
12 OF NEVADA

Case No.: 2018-411

**ANSWER TO COMPLAINT**

12 Petitioner,

13 vs.

14 CUNG F. TAM,

15 Respondent.

16  
17 Respondent, Cung F. Tam ("Respondent"), by and through her counsel of record,  
18 Yanxiong Li, Esq., and Ramir M. Hernandez, Esq., of the law firm of WRIGHT FINLAY &  
19 ZAK, LLP, hereby submits her Answer to Petitioner's Complaint.

20 **JURISDICTION**

21 Respondent admits only that, at all relevant times alleged in the Complaint, she was  
22 licensed as a real estate broker and held a property management permit. The remaining  
23 allegations in this unnumbered paragraph state only legal conclusions for which no answer is  
24 required.

25 **FACTUAL ALLEGATIONS**

26 1. Answering paragraph 1 of the Complaint, Respondent admits the allegations  
27 therein.

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1           2.     Answering paragraph 2 of the Complaint, Respondent admits the allegations  
2 therein.

3           3.     Answering paragraph 3 of the Complaint, Respondent admits the allegations  
4 therein.

5           4.     Answering paragraph 4 of the Complaint, Respondent admits the allegations  
6 therein.

7           5.     Answering paragraph 5 of the Complaint, Respondent admits the allegations  
8 therein.

9           6.     Answering paragraph 6 of the Complaint, Respondent admits that the referenced  
10 Property Management Agreement speaks for itself, and the interpretation of this document is a  
11 matter for this Commission. Respondent refers to the Property Management Agreement for its  
12 true content, meaning and effect. Respondent lacks information or knowledge sufficient to  
13 form a belief as to the remaining allegations that are not legal interpretation or conclusion, and  
14 therefore denies them.

15          7.     Answering paragraph 7 of the Complaint, Respondent admits the allegations  
16 therein.

17          8.     Answering paragraph 8 of the Complaint, Respondent admits that the referenced  
18 Lease speaks for itself.

19          9.     Answering paragraph 9 of the Complaint, Respondent admits that the referenced  
20 Lease speaks for itself, and the interpretation of this document is a matter for this Commission.  
21 Respondent refers to the Lease for its true content, meaning and effect. Respondent lacks  
22 information or knowledge sufficient to form a belief as to the remaining allegations that are not  
23 legal interpretation or conclusion, and therefore denies them.

24          10.    Answering paragraph 10 of the Complaint, Respondent admits the allegations  
25 therein.

26          11.    Paragraph 11 of the Complaint states legal conclusions for which no response is  
27 required. To the extent said allegations do require a response, Respondent denies said  
28 allegations.

12. Respondent does not possess enough information to admit or deny the allegations in paragraph 12 of the Complaint; therefore, Respondent denies said allegations.

13. Respondent does not possess enough information to admit or deny the allegations in paragraph 13 of the Complaint; therefore, Respondent denies said allegations.

14. Respondent does not possess enough information to admit or deny the allegations in paragraph 14 of the Complaint; therefore, Respondent denies said allegations.

15. Paragraph 15 of the Complaint states legal conclusions for which no response is required. To the extent said allegations do require a response, Respondent does not possess enough information to admit or deny the allegations; therefore, Respondent denies said allegations.

16. Paragraph 16 of the Complaint states legal conclusions for which no response is required. To the extent said allegations do require a response, Respondent admits that the statements set forth in the Affidavit Form dated 3/30/18 speak for themselves. As to all other allegations, Respondent does not possess enough information to admit or deny the allegations; therefore, Respondent denies said allegations.

17. Respondent does not possess enough information to admit or deny the allegations in paragraph 17 of the Complaint; therefore, Respondent denies said allegations.

## VIOLATIONS

18. Paragraph 18 of the Complaint states legal conclusions for which no response is required. To the extent said allegations do require a response, Respondent denies said allegations.

19. Paragraph 19 of the Complaint states legal conclusions for which no response is required. To the extent said allegations do require a response, Respondent denies said allegations.

**DISCIPLINE AUTHORIZED**

20. Paragraph 20 of the Complaint states the relief sought for which no response is required. To the extent said allegations do require a response, Respondent does not possess

1 enough information to admit or deny the allegations; therefore, Respondent denies said  
2 allegations.

3 21. Paragraph 21 of the Complaint states the relief sought for which no response is  
4 required. To the extent said allegations do require a response, Respondent does not possess  
5 enough information to admit or deny the allegations; therefore, Respondent denies said  
6 allegations.

7 22. Paragraph 22 of the Complaint states the relief sought for which no response is  
8 required. To the extent said allegations do require a response, Respondent does not possess  
9 enough information to admit or deny the allegations; therefore, Respondent denies said  
10 allegations.

11 **RESPONDENT ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Failure to State a Claim)**

14 Petitioner's Complaint fails to state a claim against Respondent upon which relief can be  
15 granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Equitable Doctrines)**

18 Respondent alleges that the Petitioner's claims are barred by the equitable doctrines of  
19 laches, unclean hands, and failure to do equity.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Waiver and Estoppel)**

22 Respondent alleges that by reason of Landlord's acts and omissions, Landlord had  
23 waived rights and is estopped from asserting the claims the Complaint alleges Respondent to  
24 have deprived or violated.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 **(Statute of Limitations)**

27 Respondent alleges that the Petitioner's Complaint, and each cause of action therein, is  
28 barred by the statute of limitations.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Conditions Precedent)**

3 Respondent alleges that Petitioner's claims for statutory penalties are barred as a result  
4 of the failure of Petitioner to satisfy conditions precedent.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Additional Affirmative Defenses)**

7 Respondent reserves the right to assert additional affirmative defenses in the event  
8 discovery and/or investigation indicates that additional affirmative defenses are applicable.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(Acquiescence)**

11 Petitioner's claims are barred in whole or in part due to Landlord's ratification,  
12 acquiescence, and/or consent to the matters alleged in the Complaint.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Proximate Cause)**

15 If Landlord suffered damages as alleged in the Complaint, its own actions or inactions  
16 were the proximate cause of the damages.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(Discharge)**

19 The obligations of the Respondent under the alleged contracts were released, satisfied  
20 and/or discharged by operation of law.

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1. That Petitioners take nothing by way of the Complaint; and
2. For any such other and further relief as the Real Estate Commission may deem just and proper in the case.

WRIGHT, FINLAY & ZAK, LLP

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REAL ESTATE DIVISION  
STATE OF NEVADA  
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Attn: Legal Administrative Office

  
An Employee of WRIGHT, FINLAY & ZAK, LLP