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REAL ESTATE COMMISSION
BY *Emily Talle*

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. 2018-600

Petitioner,

vs.

BRIAN NELSON,

Respondent.

ANSWER TO COMPLAINT

COMES NOW Respondent, BRIAN NELSON, by and through his counsel of record, Richard L. Elmore, Esq. of the law firm of Richard L. Elmore, Chartered, and answers the complaint in this matter, as follows

JURISDICTION

Respondent admits that he is licensed as a real estate broker under License Number BS.0037511. 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 that he is, and since February 1996 has been, a Nevada licensed real estate broker, but denies that his license number is as alleged in paragraph 1 of the Complaint.

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 he is
2 married to Terry Nelson, a Nevada licensed Broker Salesperson, License Number
3 BS.0037510.INDV, but denies the remainder of the allegation.

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

6 5. In answer to Paragraph 5 of the Complaint, Respondent admits that he
7 received a letter from the Division in or about May 2018 that purported to require him
8 to provide a sworn statement by May 21, 2018.

9 6. In answer to Paragraph 6 of the Complaint, Respondent admits that a
10 response was submitted to the Division on his behalf, but is without sufficient
11 knowledge or information as to the truth of the remaining allegations in paragraph 6.

12 7. In answer to Paragraph 7, Respondent admits the Division sent him a
13 letter dated June 27, 2018 in which the Division stated that it would commence
14 disciplinary action against him, but denies that the letter placed him on notice of the
15 nature, basis, or facts that would support any of the alleged violations.

16 **14079 TOURMALINE DRIVE**

17 8. In answer to Paragraph 8 of the Complaint, Respondent is without
18 sufficient knowledge or information to form a belief as to the truth of that allegation.
19 Any document to which Paragraph 8 of the Complaint refers speaks for itself.

20 9. In answer to Paragraph 9 of the Complaint, Respondent admits the
21 allegation.

22 10. In answer to Paragraph 10 of the Complaint, Respondent admits that he
23 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
24 without sufficient knowledge or information to form a belief as to the remaining
25 allegations in paragraph 10. The document to which Paragraph 10 of the Complaint
26 refers speaks for itself.

27 11. In answer to Paragraph 11 of the Complaint, Respondent admits that he
28 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or

1 information to form a belief as to the remaining allegations in paragraph 11. The
2 document to which Paragraph 11 of the Complaint refers speaks for itself.

3 12. In answer to Paragraph 12 of the Complaint, Respondent admits the Offer
4 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph
5 12. Respondent denies or is otherwise without sufficient knowledge or information to
6 form a belief as to the remaining allegations contained in Paragraph 12. The document
7 to which Paragraph 12 of the Complaint refers speaks for itself.

8 13. In answer to Paragraph 13 of the Complaint, Respondent admits the Short
9 Sale Addendum contains in part the language quoted in Paragraph 13. Respondent
10 denies or is otherwise without sufficient knowledge or information to form a belief as
11 to the remaining allegations contained in Paragraph 13. The document to which
12 Paragraph 13 of the Complaint refers speaks for itself.

13 14. In answer to Paragraph 14 of the Complaint, Respondent admits the
14 Receipt for Deposit by First American Title Insurance Company reflects the date
15 alleged. Respondent denies or is otherwise without sufficient knowledge or
16 information to form a belief as to the remaining allegations contained in Paragraph 14.
17 The document to which Paragraph 14 of the Complaint refers speaks for itself.

18 15. In answer to Paragraph 15 of the Complaint, Respondent admits that an
19 Addendum to the Offer and Acceptance Agreement increased the sales price.
20 Respondent denies or is otherwise without sufficient knowledge or information to form
21 a belief as to the remaining allegations contained in Paragraph 15. The document to
22 which Paragraph 15 of the Complaint refers speaks for itself.

23 16. In answer to Paragraph 16 of the Complaint, Respondent admits the
24 allegation. The document to which Paragraph 16 of the Complaint refers speaks for
25 itself.

26 17. In answer to Paragraph 17 of the Complaint, Respondent admits that he
27 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
28 without sufficient knowledge or information to form a belief as to the remaining

1 allegations in paragraph 17. The document to which Paragraph 17 of the Complaint
2 refers speaks for itself.

3 18. In answer to Paragraph 18 of the Complaint, Respondent admits that he
4 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
5 information to form a belief as to the remaining allegations in paragraph 18. The
6 document to which Paragraph 18 of the Complaint refers speaks for itself.

7 19. In answer to Paragraph 19 of the Complaint, Respondent admits that the
8 Offer and Acceptance Agreement contains the language paraphrased and quoted in
9 Paragraph 19. Respondent denies or is otherwise without sufficient knowledge or
10 information to form a belief as to the remaining allegations contained in Paragraph 19.
11 The document to which Paragraph 19 of the Complaint refers speaks for itself.

12 20. In answer to Paragraph 20 of the Complaint, Respondent admits the Short
13 Sale Addendum contains in part the language quoted in Paragraph 20. Respondent
14 denies or is otherwise without sufficient knowledge or information to form a belief as
15 to the remaining allegations contained in Paragraph 20. The document to which
16 Paragraph 20 of the Complaint refers speaks for itself.

17 21. In answer to Paragraph 21 of the Complaint, Respondent admits the
18 Receipt for Deposit by First American Title Insurance Company reflects a date alleged,
19 and that the personal check issued by the buyer reflects a date alleged. Respondent
20 denies or is otherwise without sufficient knowledge or information to form a belief as
21 to the remaining allegations contained in Paragraph 21. The documents to which
22 Paragraph 21 of the Complaint refer speak for themselves.

23 22. In answer to Paragraph 22 of the Complaint, Respondent admits that the
24 first buyer executed a Cancellation Instructions and Addendum Form to the first Offer
25 and Acceptance Agreement. Respondent denies or is otherwise without sufficient
26 knowledge or information to form a belief as to the remaining allegations contained in
27 Paragraph 22. The document to which Paragraph 22 of the Complaint refers speaks for
28 itself.

1 23. In answer to Paragraph 23 of the Complaint, Respondent admits that an
2 addendum to the Offer and Acceptance Agreement increased the sales price to and was
3 signed by the buyer and the seller. Respondent denies or is otherwise without sufficient
4 knowledge or information to form a belief as to the remaining allegations contained in
5 Paragraph 23. The document to which Paragraph 23 of the Complaint refers speaks for
6 itself.

7 24. In answer to Paragraph 24 of the Complaint, Respondent denies that
8 allegation.

9 25. In answer to Paragraph 25 of the Complaint, Respondent admits that he
10 did not make a written disclosure that he and Terry Nelson are husband and wife, but
11 denies that there is any requirement to make such a disclosure in writing.

12 26. In answer to Paragraph 26 of the Complaint, Respondent is without
13 sufficient knowledge or information to form a belief as to the truth of that allegation.
14 Any document to which Paragraph 26 of the Complaint refers speaks for itself.

15 27. In answer to Paragraph 27 of the complaint, Respondent denies that
16 allegation.

17 **2080 BLOSSOM VIEW DRIVE**

18 28. In answer to Paragraph 28 of the Complaint, Respondent is without
19 sufficient knowledge or information to form a belief as to the truth of that allegation.
20 Any document to which Paragraph 28 of the Complaint refers speaks for itself.

21 29. In answer to Paragraph 29 of the complaint, Respondent admits that
22 allegation. The document to which Paragraph 29 of the Complaint refers speaks for
23 itself.

24 30. In answer to Paragraph 30 of the Complaint, Respondent admits that he
25 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
26 without sufficient knowledge or information to form a belief as to the remaining
27 allegations in paragraph 30. The document to which Paragraph 30 of the Complaint
28 refers speaks for itself.

1 31. In answer to Paragraph 31 of the Complaint, Respondent admits that he
2 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
3 information to form a belief as to the remaining allegations in paragraph 31. The
4 document to which Paragraph 31 of the Complaint refers speaks for itself.

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

7 33. In answer to Paragraph 33 of the Complaint, Respondent admits that the
8 Offer and Acceptance Agreement contains the language paraphrased and quoted in
9 Paragraph 33. Respondent denies or is otherwise without sufficient knowledge or
10 information to form a belief as to the remaining allegations contained in Paragraph 33.
11 The document to which Paragraph 33 of the Complaint refers speaks for itself.

12 34. In answer to Paragraph 34 of the Complaint, Respondent admits the Short
13 Sale Addendum contains in part the language quoted in Paragraph 34. Respondent
14 denies or is otherwise without sufficient knowledge or information to form a belief as
15 to the remaining allegations contained in Paragraph 34. The document to which
16 Paragraph 34 of the Complaint refers speaks for itself.

17 35. In answer to Paragraph 35 of the Complaint, Respondent admits the
18 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
19 Respondent denies or is otherwise without sufficient knowledge or information to form
20 a belief as to the remaining allegations contained in Paragraph 35. The document to
21 which Paragraph 35 of the Complaint refers speaks for itself.

22 36. In answer to Paragraph 36 of the Complaint, Respondent is without
23 sufficient knowledge or information to form a belief as to the truth of that allegation.
24 Any document to which Paragraph 36 of the Complaint refers speaks for itself.

25 37. In answer to Paragraph 37 of the Complaint, Respondent denies that
26 allegation.

27 38. In answer to Paragraph 38 of the Complaint, Respondent denies that
28 allegation.

1 39. In answer to Paragraph 39 of the Complaint, Respondent admits that he
2 did not make a written disclosure that he and Terry Nelson are husband and wife, but
3 denies that there is any requirement to make such a disclosure in writing.

4 **2290 LINDLEY WAY**

5 40. In answer to Paragraph 40 of the Complaint, Respondent is without
6 sufficient knowledge or information to form a belief as to the truth of that allegation.
7 Any document to which Paragraph 40 of the Complaint refers speaks for itself.

8 41. In answer to Paragraph 41 of the Complaint, Respondent admits the
9 allegation. The document to which Paragraph 41 of the Complaint refers speaks for
10 itself.

11 42. In answer to Paragraph 42 of the Complaint, Respondent admits that
12 allegation.

13 43. In answer to Paragraph 43 of the Complaint, Respondent admits that he
14 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
15 without sufficient knowledge or information to form a belief as to the remaining
16 allegations in paragraph 43. The document to which Paragraph 43 of the Complaint
17 refers speaks for itself.

18 44. In answer to Paragraph 44 of the Complaint, Respondent admits that he
19 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
20 information to form a belief as to the remaining allegations in paragraph 44. The
21 document to which Paragraph 44 of the Complaint refers speaks for itself.

22 45. In answer to Paragraph 45 of the Complaint, Respondent is without
23 sufficient knowledge or information to form a belief as to those allegations, and
24 otherwise denies the allegations in Paragraph 45 of the Complaint.

25 46. In answer to Paragraph 46 of the Complaint, Respondent denies the
26 allegation.

27 47. In answer to Paragraph 47 of the Complaint, Respondent admits the
28 allegation. Any documents to which Paragraph 47 of the Complaint refers speak for

1 themselves.

2 48. In answer to Paragraph 48 of the Complaint, Respondent denies the
3 allegation.

4 49. In answer to Paragraph 49 of the Complaint, Respondent admits that he
5 did not make a written disclosure that he and Terry Nelson are husband and wife, but
6 denies that there is any requirement to make such a disclosure in writing.

7 50. In answer to Paragraph 50 of the Complaint, Respondent admits the
8 allegation.

9 51. In answer to Paragraph 51 of the Complaint, which is an exact repeat of
10 Paragraph 46 of the Complaint, Respondent denies the allegation.

11 **7615 HALIFAX DRIVE**

12 52. In answer to Paragraph 52 of the Complaint, Respondent is without
13 sufficient knowledge or information to form a belief as to the truth of that allegation.
14 admits the allegation. Any document to which Paragraph 52 of the Complaint refers
15 speaks for itself.

16 53. In answer to Paragraph 53 of the Complaint, Respondent admits the
17 allegation. The document to which Paragraph 53 of the Complaint refers speaks for
18 itself.

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

21 55. In answer to Paragraph 55 of the Complaint, Respondent admits that he
22 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
23 without sufficient knowledge or information to form a belief as to the remaining
24 allegations in paragraph 55. The document to which Paragraph 55 of the Complaint
25 refers speaks for itself.

26 56. In answer to Paragraph 56 of the Complaint, Respondent admits that he
27 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
28 information to form a belief as to the remaining allegations in paragraph 56. The

1 document to which Paragraph 56 of the Complaint refers speaks for itself.

2 57. In answer to Paragraph 57 of the Complaint, Respondent denies or is
3 without sufficient knowledge or information to form a belief as to the truth of that
4 allegation.

5 58. In answer to Paragraph 58 of the Complaint, Respondent denies the
6 allegation.

7 59. In answer to Paragraph 59 of the Complaint, Respondent admits that he
8 did not make a written disclosure that he and Terry Nelson are husband and wife, but
9 denies that there is any requirement to make such a disclosure in writing.

10 60. In answer to Paragraph 60 of the Complaint, Respondent admits the
11 allegation.

12 61. In answer to Paragraph 61 of the Complaint, Respondent denies the
13 allegation.

14 **7615 ROLLING CLOUDS DRIVE**

15 62. In answer to Paragraph 62 of the Complaint, Respondent is without
16 sufficient knowledge or information to form a belief as to the truth of that allegation.
17 admits the allegation. Any document to which Paragraph 62 of the Complaint refers
18 speaks for itself.

19 63. In answer to Paragraph 63 of the Complaint, Respondent admits the
20 allegation.

21 64. In answer to Paragraph 64 of the Complaint, Respondent admits the
22 allegation.

23 65. In answer to Paragraph 65 of the Complaint, Respondent admits the Offer
24 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph
25 65. Respondent denies or is otherwise without sufficient knowledge or information to
26 form a belief as to the remaining allegations contained in Paragraph 65. The document
27 to which Paragraph 65 of the Complaint refers speaks for itself.

28 66. In answer to Paragraph 66 of the Complaint, Respondent admits the Offer

1 and Acceptance Agreement contained a Short Sale Addendum, and that the Short Sale
2 Addendum contains in part the language quoted in Paragraph 66. Respondent denies or
3 is otherwise without sufficient knowledge or information to form a belief as to the
4 remaining allegations contained in Paragraph 66. The document to which Paragraph 66
5 of the Complaint refers speaks for itself.

6 67. In answer to Paragraph 67 of the Complaint, Respondent admits the
7 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
8 Respondent denies or is otherwise without sufficient knowledge or information to form
9 a belief as to the remaining allegations contained in Paragraph 67. The document to
10 which Paragraph 67 of the Complaint refer speaks for itself.

11 68. In answer to Paragraph 68 of the Complaint, Respondent admits that he
12 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
13 without sufficient knowledge or information to form a belief as to the remaining
14 allegations in paragraph 68. The document to which Paragraph 68 of the Complaint
15 refers speaks for itself.

16 69. In answer to Paragraph 69 of the Complaint, Respondent admits that he
17 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
18 information to form a belief as to the remaining allegations in paragraph 69. The
19 document to which Paragraph 69 of the Complaint refers speaks for itself.

20 70. In answer to Paragraph 70 of the Complaint, Respondent admits the
21 allegation. The document to which Paragraph 70 of the Complaint refers speaks for
22 itself.

23 71. In answer to Paragraph 71 of the Complaint, Respondent admits that he
24 did not make a written disclosure that he and Terry Nelson are husband and wife, but
25 denies that there is any requirement to make such a disclosure in writing.

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

28 73. In answer to Paragraph 73 of the Complaint, Respondent admits the

1 allegation.

2 74. In answer to Paragraph 74 of the Complaint, Respondent denies the
3 allegation.

4 **439 L STREET, SPARKS, NEVADA 89431**

5 75. In answer to Paragraph 75 of the Complaint, Respondent is without
6 sufficient knowledge or information to form a belief as to the truth of that allegation.
7 admits the allegation. Any document to which Paragraph 75 of the Complaint refers
8 speaks for itself.

9 76. In answer to Paragraph 76 of the Complaint, Respondent admits the
10 allegation.

11 77. In answer to Paragraph 77 of the Complaint, Respondent admits the
12 allegation.

13 78. In answer to Paragraph 78 of the Complaint, Respondent admits that he
14 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
15 without sufficient knowledge or information to form a belief as to the remaining
16 allegations in paragraph 78. The document to which Paragraph 78 of the Complaint
17 refers speaks for itself.

18 79. In answer to Paragraph 79 of the Complaint, Respondent admits that he
19 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
20 information to form a belief as to the remaining allegations in paragraph 79. The
21 document to which Paragraph 79 of the Complaint refers speaks for itself.

22 80. In answer to Paragraph 80 of the Complaint, Respondent admits the
23 allegation. Any document to which Paragraph 80 of the Complaint refers speaks for
24 itself.

25 81. In answer to Paragraph 81 of the Complaint, Respondent admits that he
26 did not make a written disclosure that he and Terry Nelson are husband and wife, but
27 denies that there is any requirement to make such a disclosure in writing.

28 82. In answer to Paragraph 82 of the Complaint, Respondent admits the Offer

1 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph
2 82. Respondent denies or is otherwise without sufficient knowledge or information to
3 form a belief as to the remaining allegations contained in Paragraph 82. The document
4 to which Paragraph 82 of the Complaint refers speaks for itself.

5 83. In answer to Paragraph 83 of the Complaint, Respondent admits the Offer
6 and Acceptance Agreement contained a Short Sale Addendum, and that the Short Sale
7 Addendum contains in part the language quoted in Paragraph 83. Respondent denies or
8 is otherwise without sufficient knowledge or information to form a belief as to the
9 remaining allegations contained in Paragraph 83. The document to which Paragraph 83
10 of the Complaint refers speaks for itself.

11 84. In answer to Paragraph 84 of the Complaint, Respondent admits the
12 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
13 Respondent denies or is otherwise without sufficient knowledge or information to form
14 a belief as to the remaining allegations contained in Paragraph 84. The document to
15 which Paragraph 84 of the Complaint refer speaks for itself.

16 85. In answer to Paragraph 85 of the Complaint, Respondent denies the
17 allegation.

18 86. In answer to Paragraph 86 of the Complaint, Respondent admits the
19 allegation.

20 87. In answer to Paragraph 87 of the Complaint, Respondent denies the
21 allegation.

22 **11560 TUPELO STREET**

23 88. In answer to Paragraph 88 of the Complaint, Respondent is without
24 sufficient knowledge or information to form a belief as to the truth of that allegation.
25 admits the allegation. Any document to which Paragraph 88 of the Complaint refers
26 speaks for itself.

27 89. In answer to Paragraph 89 of the Complaint, Respondent admits the
28 allegation.

1 90. In answer to Paragraph 90 of the Complaint, Respondent admits that he
2 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
3 without sufficient knowledge or information to form a belief as to the remaining
4 allegations in paragraph 90. The document to which Paragraph 90 of the Complaint
5 refers speaks for itself.

6 91. In answer to Paragraph 91 of the Complaint, Respondent admits that he
7 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
8 information to form a belief as to the remaining allegations in paragraph 91. The
9 document to which Paragraph 91 of the Complaint refers speaks for itself.

10 92. In answer to Paragraph 92 of the Complaint, Respondent admits the
11 allegation.

12 93. In answer to Paragraph 93 of the Complaint, Respondent admits that he
13 did not make a written disclosure that he and Terry Nelson are husband and wife, but
14 denies that there is any requirement to make such a disclosure in writing.

15 94. In answer to Paragraph 94 of the Complaint, Respondent admits the Offer
16 and Acceptance Agreement contains the language paraphrased and quoted in Paragraph
17 94. Respondent denies or is otherwise without sufficient knowledge or information to
18 form a belief as to the remaining allegations contained in Paragraph 94. The document
19 to which Paragraph 94 of the Complaint refers speaks for itself.

20 95. In answer to Paragraph 95 of the Complaint, Respondent admits the Offer
21 and Acceptance Agreement contained a Short Sale Addendum, and that the Short Sale
22 Addendum contains in part the language quoted in Paragraph 95. Respondent denies or
23 is otherwise without sufficient knowledge or information to form a belief as to the
24 remaining allegations contained in Paragraph 95. The document to which Paragraph 95
25 of the Complaint refers speaks for itself.

26 96. In answer to Paragraph 96 of the Complaint, Respondent admits the
27 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
28 Respondent denies or is otherwise without sufficient knowledge or information to form

1 a belief as to the remaining allegations contained in Paragraph 96. The document to
2 which Paragraph 96 of the Complaint refer speaks for itself.

3 97. In answer to Paragraph 97 of the Complaint, Respondent denies the
4 allegation.

5 98. In answer to Paragraph 98 of the Complaint, Respondent denies the
6 allegation.

7 **3525 PARQUE VERDE LANE**

8 99. In answer to Paragraph 99 of the Complaint, Respondent is without
9 sufficient knowledge or information to form a belief as to the truth of that allegation.
10 admits the allegation. Any document to which Paragraph 99 of the Complaint refers
11 speaks for itself.

12 100. In answer to Paragraph 100 of the Complaint, Respondent admits the
13 allegation.

14 101. In answer to Paragraph 101 of the Complaint, Respondent admits the
15 allegation.

16 102. In answer to Paragraph 102 of the Complaint, Respondent admits that he
17 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
18 without sufficient knowledge or information to form a belief as to the remaining
19 allegations in paragraph 102. The document to which Paragraph 102 of the Complaint
20 refers speaks for itself.

21 103. In answer to Paragraph 103 of the Complaint, Respondent admits that he
22 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
23 information to form a belief as to the remaining allegations in paragraph 103. The
24 document to which Paragraph 103 of the Complaint refers speaks for itself.

25 104. In answer to Paragraph 104 of the Complaint, Respondent admits that he
26 did not make a written disclosure that he and Terry Nelson are husband and wife, but
27 denies that there is any requirement to make such a disclosure in writing.

28 105. In answer to Paragraph 105 of the Complaint, Respondent admits the

1 Offer and Acceptance Agreement contains the language paraphrased and quoted in
2 Paragraph 105. Respondent denies or is otherwise without sufficient knowledge or
3 information to form a belief as to the remaining allegations contained in Paragraph 105.
4 The document to which Paragraph 105 of the Complaint refers speaks for itself.

5 106. In answer to Paragraph 106 of the Complaint, Respondent admits the
6 Offer and Acceptance Agreement contained a Short Sale Addendum, and that the Short
7 Sale Addendum contains in part the language quoted in Paragraph 106. Respondent
8 denies or is otherwise without sufficient knowledge or information to form a belief as
9 to the remaining allegations contained in Paragraph 106. The document to which
10 Paragraph 106 of the Complaint refers speaks for itself.

11 107. In answer to Paragraph 107 of the Complaint, Respondent admits the
12 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
13 Respondent denies or is otherwise without sufficient knowledge or information to form
14 a belief as to the remaining allegations contained in Paragraph 107. The document to
15 which Paragraph 107 of the Complaint refer speaks for itself.

16 108. In answer to Paragraph 108 of the Complaint, Respondent denies the
17 allegation.

18 109. In answer to Paragraph 109 of the Complaint, Respondent admits the
19 allegation.

20 110. In answer to Paragraph 110 of the Complaint, Respondent denies the
21 allegation.

22 **2261 MATTEONI DRIVE (DECEMBER 30, 2016, CLOSING)**

23 111. In answer to Paragraph 111 of the Complaint, Respondent is without
24 sufficient knowledge or information to form a belief as to the truth of that allegation.
25 admits the allegation. Any document to which Paragraph 111 of the Complaint refers
26 speaks for itself.

27 112. In answer to Paragraph 112 of the Complaint, Respondent admits the
28 allegation.

1 113. In answer to Paragraph 113 of the Complaint, Respondent admits the
2 allegation.

3 114. In answer to Paragraph 114 of the Complaint, Respondent admits that he
4 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
5 without sufficient knowledge or information to form a belief as to the remaining
6 allegations in paragraph 114. The document to which Paragraph 114 of the Complaint
7 refers speaks for itself.

8 115. In answer to Paragraph 115 of the Complaint, Respondent admits that he
9 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
10 information to form a belief as to the remaining allegations in paragraph 115. The
11 document to which Paragraph 115 of the Complaint refers speaks for itself.

12 116. In answer to Paragraph 116 of the Complaint, Respondent admits that he
13 did not make a written disclosure that he and Terry Nelson are husband and wife, but
14 denies that there is any requirement to make such a disclosure in writing.

15 117. In answer to Paragraph 117 of the Complaint, Respondent denies the
16 allegation.

17 118. In answer to Paragraph 118 of the Complaint, Respondent denies the
18 allegation.

19 **751 TAHOE BOULEVARD #5**

20 119. In answer to Paragraph 119 of the Complaint, Respondent is without
21 sufficient knowledge or information to form a belief as to the truth of that allegation.
22 admits the allegation. Any document to which Paragraph 119 of the Complaint refers
23 speaks for itself.

24 120. In answer to Paragraph 120 of the Complaint, Respondent admits the
25 allegation.

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

28 122. In answer to Paragraph 122 of the Complaint, Respondent admits that he

1 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
2 without sufficient knowledge or information to form a belief as to the remaining
3 allegations in paragraph 122. The document to which Paragraph 122 of the Complaint
4 refers speaks for itself.

5 123. In answer to Paragraph 123 of the Complaint, Respondent admits that he
6 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
7 information to form a belief as to the remaining allegations in paragraph 123. The
8 document to which Paragraph 123 of the Complaint refers speaks for itself.

9 124. In answer to Paragraph 124 of the Complaint, Respondent admits that he
10 did not make a written disclosure that he and Terry Nelson are husband and wife, but
11 denies that there is any requirement to make such a disclosure in writing.

12 125. In answer to Paragraph 125 of the Complaint, Respondent admits the
13 Offer and Acceptance Agreement contains the language paraphrased and quoted in
14 Paragraph 125. Respondent denies or is otherwise without sufficient knowledge or
15 information to form a belief as to the remaining allegations contained in Paragraph 125.
16 The document to which Paragraph 125 of the Complaint refers speaks for itself.

17 126. In answer to Paragraph 126 of the Complaint, Respondent admits the
18 Offer and Acceptance Agreement contained a Short Sale Addendum, and that the Short
19 Sale Addendum contains in part the language quoted in Paragraph 126. Respondent
20 denies or is otherwise without sufficient knowledge or information to form a belief as
21 to the remaining allegations contained in Paragraph 126. The document to which
22 Paragraph 126 of the Complaint refers speaks for itself.

23 127. In answer to Paragraph 127 of the Complaint, Respondent admits the
24 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
25 Respondent denies or is otherwise without sufficient knowledge or information to form
26 a belief as to the remaining allegations contained in Paragraph 127. The document to
27 which Paragraph 127 of the Complaint refer speaks for itself.

28 128. In answer to Paragraph 128 of the Complaint, Respondent is without

1 sufficient knowledge or information to form a belief as to the truth of that allegation.

2 Any document to which Paragraph 128 of the Complaint refers speaks for itself.

3 129. In answer to Paragraph 129 of the Complaint, Respondent denies the
4 allegation or is otherwise without sufficient knowledge or information to form a belief
5 as to the truth of paragraph 129 of the Complaint. the allegation.

6 130. In answer to Paragraph 130 of the Complaint, Respondent denies the
7 allegation.

8 131. In answer to Paragraph 131 of the Complaint, Respondent admits the
9 allegation. Any documents to which Paragraph 131 of the Complaint refers speak for
10 themselves.

11 132. In answer to Paragraph 132 of the Complaint, Respondent denies the
12 allegation.

13 **1920 TRAINER WAY**

14 133. In answer to Paragraph 133 of the Complaint, Respondent is without
15 sufficient knowledge or information to form a belief as to the truth of that allegation.
16 admits the allegation. Any document to which Paragraph 133 of the Complaint refers
17 speaks for itself.

18 134. In answer to Paragraph 134 of the Complaint, Respondent admits the
19 allegation.

20 135. In answer to Paragraph 135 of the Complaint, Respondent admits the
21 allegation.

22 136. In answer to Paragraph 136 of the Complaint, Respondent admits that he
23 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
24 without sufficient knowledge or information to form a belief as to the remaining
25 allegations in paragraph 136. The document to which Paragraph 136 of the Complaint
26 refers speaks for itself.

27 137. In answer to Paragraph 137 of the Complaint, Respondent admits that he
28 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or

1 information to form a belief as to the remaining allegations in paragraph 137. The
2 document to which Paragraph 137 of the Complaint refers speaks for itself.

3 138. In answer to Paragraph 138 of the Complaint, Respondent admits that he
4 did not make a written disclosure that he and Terry Nelson are husband and wife, but
5 denies that there is any requirement to make such a disclosure in writing.

6 139. In answer to Paragraph 139 of the Complaint, Respondent admits the
7 Offer and Acceptance Agreement contains the language paraphrased and quoted in
8 Paragraph 139. Respondent denies or is otherwise without sufficient knowledge or
9 information to form a belief as to the remaining allegations contained in Paragraph 139.
10 The document to which Paragraph 139 of the Complaint refers speaks for itself.

11 140. In answer to Paragraph 140 of the Complaint, Respondent admits the
12 Offer and Acceptance Agreement contained a Short Sale Addendum, and that the Short
13 Sale Addendum contains in part the language quoted in Paragraph 140. Respondent
14 denies or is otherwise without sufficient knowledge or information to form a belief as
15 to the remaining allegations contained in Paragraph 140. The document to which
16 Paragraph 140 of the Complaint refers speaks for itself.

17 141. In answer to Paragraph 141 of the Complaint, Respondent admits the
18 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
19 Respondent denies or is otherwise without sufficient knowledge or information to form
20 a belief as to the remaining allegations contained in Paragraph 141. The document to
21 which Paragraph 141 of the Complaint refer speaks for itself.

22 142. In answer to Paragraph 142 of the Complaint, Respondent admits the
23 allegation. Any documents to which Paragraph 142 of the Complaint refers speak for
24 themselves.

25 143. In answer to Paragraph 143 of the Complaint, Respondent denies the
26 allegation.

27 144. In answer to Paragraph 144 of the Complaint, Respondent admits the
28 allegation.

1 145. In answer to Paragraph 145 of the Complaint, Respondent denies the
2 allegation.

3 **3525 W. PLUMB LANE**

4 146. In answer to Paragraph 146 of the Complaint, Respondent is without
5 sufficient knowledge or information to form a belief as to the truth of that allegation.
6 admits the allegation. Any document to which Paragraph 146 of the Complaint refers
7 speaks for itself.

8 147. In answer to Paragraph 147 of the Complaint, Respondent admits the
9 allegation.

10 148. In answer to Paragraph 148 of the Complaint, Respondent admits the
11 allegation.

12 149. In answer to Paragraph 149 of the Complaint, Respondent admits that he
13 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
14 without sufficient knowledge or information to form a belief as to the remaining
15 allegations in paragraph 149. The document to which Paragraph 149 of the Complaint
16 refers speaks for itself.

17 150. In answer to Paragraph 150 of the Complaint, Respondent admits that he
18 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
19 information to form a belief as to the remaining allegations in paragraph 150. The
20 document to which Paragraph 150 of the Complaint refers speaks for itself.

21 151. In answer to Paragraph 151 of the Complaint, Respondent admits that he
22 did not make a written disclosure that he and Terry Nelson are husband and wife, but
23 denies that there is any requirement to make such a disclosure in writing.

24 152. In answer to Paragraph 152 of the Complaint, Respondent admits the
25 Offer and Acceptance Agreement contains the language paraphrased and quoted in
26 Paragraph 152. Respondent denies or is otherwise without sufficient knowledge or
27 information to form a belief as to the remaining allegations contained in Paragraph 152.
28 The document to which Paragraph 152 of the Complaint refers speaks for itself.

1 153. In answer to Paragraph 153 of the Complaint, Respondent admits the
2 Offer and Acceptance Agreement contained a Short Sale Addendum, and that the Short
3 Sale Addendum contains in part the language quoted in Paragraph 153. Respondent
4 denies or is otherwise without sufficient knowledge or information to form a belief as
5 to the remaining allegations contained in Paragraph 153. The document to which
6 Paragraph 153 of the Complaint refers speaks for itself.

7 154. In answer to Paragraph 154 of the Complaint, Respondent admits the
8 Receipt for Deposit by First American Title Insurance Company reflects a date alleged.
9 Respondent denies or is otherwise without sufficient knowledge or information to form
10 a belief as to the remaining allegations contained in Paragraph 154. The document to
11 which Paragraph 154 of the Complaint refer speaks for itself.

12 155. In answer to Paragraph 155, Respondent is without sufficient knowledge
13 or information to form a belief as to the truth of the allegation. Any document to which
14 Paragraph 155 of the Complaint refers speaks for itself.

15 156. In answer to Paragraph 156, Respondent is without sufficient knowledge
16 or information to form a belief as to the truth of the allegation. Any document to which
17 Paragraph 156 of the Complaint refers speaks for itself.

18 157. In answer to Paragraph 157 of the Complaint, Respondent admits the
19 allegation. Any documents to which Paragraph 157 of the Complaint refers speak for
20 themselves.

21 158. In answer to Paragraph 158 of the Complaint, Respondent denies the
22 allegation.

23 159. In answer to Paragraph 159 of the Complaint, Respondent denies the
24 allegation.

25 **7280 GEMSTONE DRIVE**

26 160. In answer to Paragraph 160 of the Complaint, Respondent is without
27 sufficient knowledge or information to form a belief as to the truth of that allegation.
28 admits the allegation. Any document to which Paragraph 160 of the Complaint refers

1 speaks for itself.

2 161. In answer to Paragraph 161 of the Complaint, Respondent admits the
3 allegation.

4 162. In answer to Paragraph 162 of the Complaint, Respondent admits the
5 allegation.

6 163. In answer to Paragraph 163 of the Complaint, Respondent admits that he
7 had the buyer execute a Duties Owed by Nevada Real Estate Licensee Form, but is
8 without sufficient knowledge or information to form a belief as to the remaining
9 allegations in paragraph 163. The document to which Paragraph 163 of the Complaint
10 refers speaks for itself.

11 164. In answer to Paragraph 164 of the Complaint, Respondent admits that he
12 had the buyer execute a Consent to Act Form, but is without sufficient knowledge or
13 information to form a belief as to the remaining allegations in paragraph 164. The
14 document to which Paragraph 164 of the Complaint refers speaks for itself.

15 165. In answer to Paragraph 165 of the Complaint, Respondent admits that he
16 did not make a written disclosure that he and Terry Nelson are husband and wife, but
17 denies that there is any requirement to make such a disclosure in writing.

18 166. In answer to Paragraph 166 of the Complaint, Respondent admits the
19 Offer and Acceptance Agreement contains the language paraphrased and quoted in
20 Paragraph 166. Respondent denies or is otherwise without sufficient knowledge or
21 information to form a belief as to the remaining allegations contained in Paragraph 166.
22 The document to which Paragraph 166 of the Complaint refers speaks for itself.

23 167. In answer to Paragraph 167 of the Complaint, Respondent admits the
24 Offer and Acceptance Agreement contained a Short Sale Addendum, and that the Short
25 Sale Addendum contains in part the language quoted in Paragraph 167. Respondent
26 denies or is otherwise without sufficient knowledge or information to form a belief as
27 to the remaining allegations contained in Paragraph 167. The document to which
28 Paragraph 167 of the Complaint refers speaks for itself.

1 168. In answer to Paragraph 168 of the Complaint, Respondent admits the
2 Final Settlement Statement from First American Title Insurance Company reflects an
3 earnest money check deposit date of October 6, 2017. Respondent denies or is
4 otherwise without sufficient knowledge or information to form a belief as to the
5 remaining allegations contained in Paragraph 168. The document to which Paragraph
6 168 of the Complaint refer speaks for itself.

7 169. In answer to Paragraph 169 of the Complaint, Respondent denies the
8 allegation.

9 170. In answer to Paragraph 170 of the Complaint, Respondent admits the
10 allegation.

11 171. In answer to Paragraph 171 of the Complaint, Respondent denies the
12 allegation.

13 VIOLATIONS

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

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

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

20 DISCIPLINE AUTHORIZED

21 4. The allegations contained in Paragraphs 4 through 7 of this section of the
22 Complaint state legal conclusions and do not require a response from Respondent. To
23 the extent a response is required by rule, Respondent denies the allegations to the extent
24 the allegations are inconsistent with the referenced statutes and regulations. The
25 statutory provisions to which Paragraphs 4-7 of this section of the complaint refer speak
26 for themselves.
27
28

DEFENSES AND AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim against Respondent upon which relief 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 his clients 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 his 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 him and is, therefore, a violation of Respondent's due process rights.

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

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

6 14. The basis on which one or more of the alleged violations in the NRED's
7 complaint is stated violates anti-trust law.

8 15. One or more of NRED's claims against Respondent are beyond the
9 applicable limitations period.

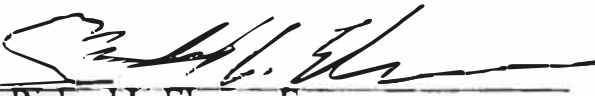
10 16. All possible affirmative defenses may not have been alleged herein,
11 insofar as sufficient facts were not available after reasonable inquiry upon the filing of
12 this Answer, and, therefore, Respondent reserves the right to amend his Answer to
13 allege additional affirmative defenses if subsequent investigation warrants.

14
15 **AFFIRMATION**
 Pursuant to NRS 239B.030

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

18 DATED this 19th day of August, 2019.

19 RICHARD L. ELMORE, CHTD.

20 
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24 Reno, Nevada 89502
 (775) 357-8170
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25 *Attorney for Respondent Brian Nelson*
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Peter K. Keegan
Deputy Attorney General
100 North Carson Street
Carson City, Nevada 89701
Attorney for Real Estate Division

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

DATED this 19th day of August, 2019.

Richard L. Elmore