

ROGER P. CROTEAU & ASSOCIATES, LTD.
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1 ROGER P. CROTEAU, ESQ.
Nevada Bar No.: 4958
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5 Attorneys for Respondent

FILED

JUN 13 2023

REAL ESTATE COMMISSION

BY Kelly Valadez

6 **BEFORE THE REAL ESTATE COMMISSION**

7 **STATE OF NEVADA**

8
9 SHARATH CHANDRA, Administrator, REAL
ESTATE DIVISION, DEPARTMENT OF
10 BUSINESS AND INDUSTRY, STATE OF
NEVADA,

Case No 2021-221

11
12 Petitioner

ANSWER TO COMPLAINT

13
14 vs.

15 CYNTHIA A HALL

16
17 Respondent

18 Respondent Cynthia A. Hall ("Respondent"), Salesperson license number S.0045154, by
19 and through her counsel of record Roger P. Croteau, Esq., of Roger P. Croteau & Associates, Ltd.,
20 hereby submits her answer to the Complaint filed with the Real Estates Division of the Department
21 of Business and Industry of the State of Nevada, as follows:

22 **JURISDICTION**

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24 No response by Respondent is required as all paragraphs recite the applicable law.
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FACTUAL ALLEGATIONS

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2 1. Answering paragraph 1 of the Complaint, Respondent admits that the Division received a
3 Complaint against Respondent from Complainant but denies all of the allegations in the
4 Complaint.
- 5 2. Answering paragraph 2 of the Complaint, Respondent admits the allegation contained
6 therein.
- 7 3. Answering paragraph 3 of the Complaint, Respondent admits the allegation contained
8 therein.
- 9 4. Answering paragraph 4 of the Complaint, Respondent admits the allegation contained
10 therein.
- 11 5. Answering paragraph 5 of the Complaint, Respondent admits that Respondent owns the
12 Casey Property in Respondent's name along with Mark Hall.
- 13 6. Answering paragraph 6 of the Complaint, Respondent denies as the RPA was between
14 Respondent and Respondent's spouse, individually, and SMART; Respondent admits the
15 remainder of the allegation.
- 16 7. Answering paragraph 7 of the Complaint, Respondent is without sufficient information to
17 form a response, and therefore denies the allegation.
- 18 8. Answering paragraph 8 of the Complaint, Respondent admits that SMART leased the Casey
19 Property to the first tenant from June 3, 2019, through September 2019, and the second
20 tenant from January 2020 through April 2021, per NRED 0080-0083.
- 21 9. Answering paragraph 9 of the Complaint, Respondent admits the allegation contained
22 therein.
- 23 10. Answering paragraph 10 of the Complaint, Respondent admits the allegation contained
24 therein.
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- 11. Answering paragraph 11 of the Complaint, Respondent admits the allegation contained therein.
- 12. Answering paragraph 12 of the Complaint, Respondent denies as it was SMART's Trust Account Reconciliation, SMART being a Nevada limited liability company partially owned by Respondent, and SMART distributed the rental funds collected to Respondent individually, in the same fashion as any other owner of rental property that SMART provided property management services to, Respondent denies the remainder of paragraph 12.
- 13. Answering paragraph 13 of the Complaint, Respondent denies the allegation in their entirety as set forth in the answer to paragraph 12.
- 14. Answering paragraph 14 of the Complaint, Respondent admits the allegation contained therein.
- 15. Answering paragraph 15 of the Complaint, Respondent denies the allegation
- 16. Answering paragraph 16 of the Complaint, Respondent admits the allegation contained therein.
- 17. Answering paragraph 17 of the Complaint, Respondent admits that the refund check was deposited into the SMART General Account to reimburse SMART's advances.
- 18. Answering paragraph 18 of the Complaint, Respondent admits the allegation.
- 19. Answering paragraph 19 of the Complaint, Respondent admits generally, but denies as misleading as the response was specific.
- 20. Answering paragraph 20 of the Complaint, Respondent admits the allegation contained therein.

VIOLATIONS OF LAW

- 21. Answering paragraph 21 of the Complaint, Respondent denies the allegation.

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- 22. Answering paragraph 22 of the Complaint, Respondent denies the allegation.
- 23. Answering paragraph 23 of the Complaint, Respondent denies the allegation.
- 24. Answering paragraph 24 of the Complaint, Respondent denies the allegation.
- 25. Answering paragraph 25 of the Complaint, Respondent denies the allegation.

DISCIPLINE AUTHORIZED

No response by Respondent is required as all paragraphs recite the applicable law.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Respondent did not commingle the money or other property of a client with his or her own per NRS 645.310(3).

Second Affirmative Defense

Respondent did not violate NRS 645.310(3) when Respondent deposited the NV Energy refund check into SMART’s general account as it was SMART’s funds.

Third Affirmative Defense

SMART managed 3155 Casey Property for the previous owner.

Fourth Affirmative Defense

Respondent purchased the Casey Property on June 6, 2019.

Fifth Affirmative Defense

Respondent discovered at the end of 2019 that a Residential Property Management and Brokerage Agreement had not been executed by Respondent and SMART at which time Respondent Executed the then current version of the agreement and back dated, incorrectly, to August 1, 2019, instead of June 6, 2019. Respondent had no intent to be deceitful, fraudulent, or dishonest in any representation to the Division.

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1 **Sixth Affirmative Defense**

2 Respondent did not violate NRS 645,633(1)(i) pursuant to NAC 645,605(11) and had no
3 intent to be deceitful, fraudulent or dishonest in Respondent's representations to the Division
4 regarding the RPA.

5 **Seventh Affirmative Defense**

6 Respondent did not violate NRS 645.605(11)(c) and NRS 645.605(11)(d).

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9 *Case No. 2021-221*

10 Dated this 9th Day of June 2023

11
12 ROGER P. CROTEAU & ASSOCIATES, LTD.

13 /s/ Roger P. Croteau, Esq.
14 ROGER P. CROTEAU, ESQ.
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18 (702) 254-7775
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20 Attorneys for Respondent
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CERTIFICATE OF SERVICE

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I hereby certify that on June 9, 2023, I served the foregoing document by way of U.S. Mail

and Certified Mail as follows:

REAL ESTATE DIVISION
STATE OF NEVADA
3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102
Attn: Legal Administrative Office

Phil W. Su, Esq.
Senior Deputy Attorney General
555 E. Washington, Ste. 3900
Las Vegas, Nevada 89101

/s/Christopher L. Benner

An employee of ROGER P. CROTEAU & ASSOCIATES, LTD.

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