2 3 4 5 6	LAW OFFICES OF JOHN BENEDICT John Benedict, Esq. (SBN 5581) 2190 E. Pebble Road, Suite 260 Las Vegas, Nevada 89123 Telephone: (702) 333-3770 Facsimile: (702) 361-3685 Email: John@Benedictlaw.com Attorneys for Respondent Cody Raynoha	(F) [] [] [] [] AUG 0 9 2024 REAL ESTATE COMMISSION BY KIELY VALADAM
7 8	BEFORE THE REAL I	ESTATE COMMISSION
8 9	STATE O	FNEVADA
10	*********	*****
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12	SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT	CASE NO.: 2023-313
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14	Petitioner,	RESPONDENT CODY RAYNOHA'S ANSWER TO PETITIONER'S
15	vs.) COMPLAINT
16 17	CODY RAYNOHA, (B.1003009.LLC, formerly S.0172478.LLC),	Hearing Date: November 19-21, 2024 Hearing Time: 9:00 a.m. (Stacked)
18	Respondent.	
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20	Respondent CODY RAYNOHA ("Resp	oondent"), by and through his counsel of record,
21	John Benedict, Esq. of the Law Offices of Jol	nn Benedict, hereby answers the Complaint (the
22	"Complaint") of Petitioner SHARATH CHANE	DRA, Administrator, REAL ESTATE DIVISION,
23	DEPARTMENT OF BUSINESS & INDUSTRY	, STATE OF NEVADA ("Petitioner") as follows:
24	JURISE	DICTION
25	_	es in the Complaint, he was a licensed salesperson
26		ela"), corporate broker for Precision Realty LLC
27		d broker in the State of Nevada. The remaining
28	-	or a legal conclusion, and Respondent otherwise 1 of 10
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1	lacks sufficie	nt information to either admit or deny the remaining allegations contained therein and,
2	on that basis,	deny the remaining allegations they contain.
3		FACTUAL ALLEGATIONS
4	1.	Respondent admits the allegations contained in Paragraph 1.
5	2.	Respondent lacks sufficient information to either admit or deny the allegations
6	contained in	Paragraph 2 and, on that basis, deny all allegations contained therein.
7	3.	Respondent lacks sufficient information to either admit or deny the allegations
8	contained in	Paragraph 4 because they call for a legal conclusion and, on that basis, denies all
9	allegations co	ontained therein.
10	4.	Respondent lacks sufficient information to either admit or deny the allegations
11	contained in	Paragraph 4 and, on that basis, deny all allegations contained therein.
12	5.	Respondent lacks sufficient information to either admit or deny the allegations
13	contained in	Paragraph 5 and, on that basis, deny all allegations contained therein.
14	6.	Respondent lacks sufficient information to either admit or deny the allegations
15	contained in	Paragraph 6 and, on that basis, deny all allegations contained therein.
16	7.	Respondent lacks sufficient information to either admit or deny the allegations
17	contained in	Paragraph 7 and, on that basis, deny all allegations contained therein.
18	8.	Respondent admits the allegations contained in Paragraph 8.
19	9.	Respondent admits the allegations contained in Paragraph 9.
20	10.	Respondent lacks sufficient information to either admit or deny the allegations
21	contained in	Paragraph 10 and, on that basis, deny all allegations contained therein.
22	11.	Respondent lacks sufficient information to either admit or deny the allegations
23	contained in	Paragraph 11 and, on that basis, deny all allegations contained therein.
24	12.	Respondent admits the allegations contained in Paragraph 12.
25	13.	Respondent objects to the use throughout the Complaint of the identified term
26	"Purported I	Purchase Agreement" but admits that his client, Alpha Investments Group Inc.
27	("Alpha") w	as assigned the rights of RJR identified as buyer (the "Assignment") under a real
28	property Pur	chase Agreement (the "Purchase Agreement") that identified Ms. Fredericks as the
		Page 2 of 10

Seller and that after that Alpha closed the purchase of the Property as Buyer, but denies the
 remaining allegations and legal conclusions contained in Paragraph 13. Respondent will not restate
 its objection to the use of the "Purported Purchase Agreement" each time it is used in the Complaint.
 Rather, he incorporates same each time the term is used and will respond hereafter with reference
 to the "Purchase Agreement" as that document is identified on its face.

6 14. Respondent admits that his client Alpha paid \$25,000 for the Assignment through
7 Escrow and, after that, closed the purchase of the Property per the terms and conditions of the
8 Purchase Agreement but denies the remaining allegations and conclusions contained in Paragraph
9 14.

10 15. Respondent admits that there was an Assignment and that he represented the Buyer
11 Alpha, which purchased the Property, but denies the remaining allegations and conclusions in
12 Paragraph 15.

13 16. Respondent lacks sufficient information to either admit or deny the allegations
14 contained in Paragraph 16 and, on that basis, deny all allegations contained therein.

17. Respondent admits the allegations contained in Paragraph 17.

18. Respondent admits the allegations contained in Paragraph 18.

17 19. Respondent admits that on or about February 10, 2023, he communicated with
18 Driggs Title Agency ("Driggs") which confirmed that it had all needed documents for Closing, that
19 the notary process was sound and had been confirmed by Driggs, that there was nothing to stop or
20 delay Closing, and that Driggs was satisfied that all conditions to closing per the Purchase
21 Agreement were met and that the transaction would be properly closed as scheduled but denies the
22 remaining allegations and conclusions contained in Paragraph 19.

23 20. Respondent admits that he spoke with someone identifying himself as an attorney
24 named Albregts but denies the remaining allegations and conclusions in Paragraph 20.

25 21. Respondent admits that he had a second conversation with Driggs but denies the
26 remaining allegations and conclusions in Paragraph 21.

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22. Respondent denies the allegations contained in Paragraph 22.

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1	23. Respondent lacks sufficient information to either admit or deny the allegations
2	contained in Paragraph 23 and, on that basis, deny all allegations contained therein.
3	24. Respondent lacks sufficient information to either admit or deny the allegations
4	contained in Paragraph 24 and, on that basis, deny all allegations contained therein.
5	25. Respondent lacks sufficient information to either admit or deny the allegations
6	contained in Paragraph 25 and, on that basis, deny all allegations contained therein.
7	26. Respondent lacks sufficient information to either admit or deny the allegations
8	contained in Paragraph 26 and, on that basis, deny all allegations contained therein.
9	27. Respondent lacks sufficient information to either admit or deny the allegations
10	contained in Paragraph 27 and, on that basis, deny all allegations contained therein.
11	28. Respondent lacks sufficient information to either admit or deny the allegations
12	contained in Paragraph 28 and, on that basis, deny all allegations contained therein.
13	29. Respondent lacks sufficient information to either admit or deny the allegations
14	contained in Paragraph 29 and, on that basis, deny all allegations contained therein.
15	30. Respondent lacks sufficient information to either admit or deny the allegations
16	contained in Paragraph 30 and, on that basis, deny all allegations contained therein.
17	31. Respondent lacks sufficient information to either admit or deny the allegations
18	contained in Paragraph 31 and, on that basis, deny all allegations contained therein.
19	32. Respondent lacks sufficient information to either admit or deny the allegations
20	contained in Paragraph 32 and, on that basis, deny all allegations contained therein.
21	33. Respondent lacks sufficient information to either admit or deny the allegations
22	contained in Paragraph 33 and, on that basis, deny all allegations contained therein.
23	34. Respondent lacks sufficient information to either admit or deny the allegations
24	contained in Paragraph 34 and, on that basis, deny all allegations contained therein.
25	35. Respondent admits that he spoke with Guevarra as representative of assignor RJR
26	occasionally but denies all the remaining allegations contained in Paragraph 35.
27	36. Respondent lacks sufficient information to either admit or deny the allegations
28	contained in Paragraph 36 and, on that basis, deny all allegations contained therein.
	Page 4 of 10

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1	37. Respondent lacks sufficient information to either admit or deny the allegations	
2	contained in Paragraph 37 and, on that basis, deny all allegations contained therein.	
3	38. Respondent lacks sufficient information to either admit or deny the allegations	
4	contained in Paragraph 38 and, on that basis, deny all allegations contained therein.	
5	VIOLATIONS OF LAW	
6	1. Respondent denies all claims in the Complaint of any violation of NRS	
7	645.633(1)(c) pursuant to NRS 645.235(1)(b) and all allegations contained in this Section of the	
8	Complaint, Paragraph 1.	
9	2. Respondent denies all claims in the Complaint of any allegations of violation of	
10	NRS 645.633(1)(h) pursuant to NAC 645.605(1) and all allegations contained in this Section of the	
11	Complaint, Paragraph 2.	
12	DISCIPLINE AUTHORIZED	
13	This Section of the Complaint calls for a legal conclusion, and Respondent otherwise lacks	
14	sufficient information to either admit or deny all allegations contained therein and, on that basis,	
15	deny all allegations contained therein.	
16	AFFIRMATIVE DEFENSES	
17	For affirmative defenses, Respondent alleges as follows:	
18	First Affirmative Defense	
19	Petitioner is barred from any relief on the Complaint because the entire Complaint, and	
20	every claim against Respondent, fails to state facts sufficient to constitute a claim for which relief	
21	may be granted.	
22	Second Affirmative Defense	
23	Petitioner is barred from any relief on the Complaint because Respondent neither aided	
24	nor abetted Guevarra, RJR, or anyone else to perform services for which a real estate license was	
25	required, nor did he act to harm Ms. Fredericks or the public in any way.	
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	Page 5 of 10	

1	Third Affirmative Defense	
2	Petitioner is barred from any relief on the Complaint because Respondent did not conspire	
3	with Guevarra, RJR, or anyone else to perform services for which a real estate license was required,	
4	nor did he act to harm Ms. Fredericks or the public in any way.	
5	Fourth Affirmative Defense	
6	Petitioner is barred from any relief on the Complaint because Respondent did not violate	
7	NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) in any way.	
8	Fifth Affirmative Defense	
9	Petitioner is barred from any relief on the Complaint because Respondent did not violate	
10	NRS 645.633(1)(h) pursuant to NAC 645.605(1) in any way.	
11	Sixth Affirmative Defense	
12	Petitioner is barred from any relief on the Complaint because he, Precision Realty, and their	
13	client, the buyer Alpha, were victims of fraud, misrepresentation, and concealment perpetrated by	
14	RJR and/or third parties.	
15	Seventh Affirmative Defense	
16	Without admitting to the truthfulness of the allegations in the Complaint, Respondent states	
17	that the facts and circumstances giving rise to Petitioner's allegations are caused by the actions of	
18	8 third parties outside of Respondent's control.	
19	Eighth Affirmative Defense	
20	Without admitting to the truthfulness of the allegations in the Complaint, Respondent	
21	Precision Realty and their client, the buyer Alpha, and upon information and belief, Driggs	
22	operated under a mistake of fact or law.	
23	Ninth Affirmative Defense	
24	Respondent has not knowingly and/or intentionally violated any provision of NRS	
25	645.633(1)(c) pursuant to NRS 645.235(1)(b).	
26	Tenth Affirmative Defense	
27	Respondent has not knowingly and/or intentionally violated any provision of NRS	
28	645.633(1)(h) pursuant to NAC 645.605(1).	
	Page 6 of 10	

1	Eleventh Affirmative Defense
2	Respondent did not knowingly and/or intentionally assist or offer to assist Mr. Guevarra,
3	RJR or anyone else in committing a violation and/or prohibited conduct.
4	Twelfth Affirmative Defense
5	Respondent did not assist Mr. Guevarra in receiving a commission because Mr. Guevarra
6	was not acting as a broker or a salesperson but rather was acting as principal of RJR, the buyer of
7	the Property.
8	Thirteenth Affirmative Defense
9	Respondent never acted as a real estate licensee or in any capacity for Seller in the
10	underlying transaction.
11	Fourteenth Affirmative Defense
12	In this transaction, Respondent never acted "for another" as a real estate licensee other than
13	for Precision Realty's client Alpha, the buyer in the transaction.
14	Fifteenth Affirmative Defense
15	Respondent reported all developments and known facts to his client and Driggs in a timely
16	manner.
17	Sixteenth Affirmative Defense
18	Respondent relied upon Driggs as a licensed Escrow Agent to fulfill all of its duties and
19	responsibilities before closing the transaction, including but not limited to ensuring that all
20	signatures were valid, including properly notarized, and that all conditions to Closing were properly
21	and completely met.
22	Seventeenth Affirmative Defense
23	Respondent relied upon Driggs as a licensed Title Agent to fulfill all of its duties and
24	responsibilities before closing the transaction, including but not limited to ensuring that all
25	signatures were valid, including properly notarized, and that all conditions to Closing were properly
26	and completely met.
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	Page 7 of 10

1	Eighteenth Affirmative Defense
2	Respondent did not assist Mr. Guevarra or RJR in receiving a commission because neither
3	Mr. Guevarra nor RJR received any commission. Alpha paid an assignment fee that was disclosed
4	on the closing settlement statement and paid through escrow.
5	Nineteenth Affirmative Defense
6	Driggs, and not Respondent, chose the notaries, including specifically the mobile notary
7	who notarized the signature of the seller "Shirley Fredericks," and Driggs specifically confirmed
8	that the mobile notary was trusted and professional and that the signatures were valid.
9	Twentieth Affirmative Defense
10	Unbeknownst to Respondent, and only revealed for the first time through discovery in the
11	underlying civil case, this Property was the target of a criminal enterprise that involved various co-
12	conspirators, none of whom ever had any contact with Respondent.
13	Twenty-First Affirmative Defense
14	The criminal activity identified in the Twentieth Affirmative Defense serves as an
15	intervening cause that exonerates Respondent.
16	Twenty-Second Affirmative Defense
17	The criminal activity identified in the Twentieth Affirmative Defense serves as a
18	superseding cause that exonerates Respondent.
19	Twenty-Third Affirmative Defense
20	At all relevant times, Respondent acted within his duties of care and competence, as set
21	forth in the NRS, and specifically NRS 645.252.
22	Twenty-Fourth Affirmative Defense
23	Respondent affirmatively alleges that he has not had a reasonable opportunity to complete
24	discovery and facts hereinafter may be discovered which may substantiate other affirmative
25	defenses not listed herein.
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	Page 8 of 10

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1	By this Answer, Respondent waives no affirmative defenses and reserves the right to amend	
2	this Answer to insert any subsequently discovered affirmative defenses and to assert same based	
3	upon the facts, documents and circumstances of this Case, including those that arise at the hearing.	1
4	DATED this 9th day of August 2024.	
5	LAW OFFICES OF JOHN BENEDICT	
6		
7	By: /s/ John Benedict John Benedict, Esq. (SBN 5581)	
8	2190 E. Pebble Road, Suite 260	
9	Las Vegas, Nevada 89123 Telephone: (702) 333-3770	
10	Email: John@Benedictlaw.com Attorneys for Respondent	
11	Cody Raynoha	
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	Page 9 of 10	
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1	CERTIFICATE OF SERVICE
2	I HEREBY CERTIFY that on August 9, 2024, I served a true and correct copy of the
3	foregoing RESPONDENT CODY RAYNOHA'S ANSWER TO PETITIONER'S
4	COMPLAINT by electronic service through the Certified Mail with Return Receipt Requested,
5	U.S. Mail, and electronic mail to:
6	Phil W. Su, Esq.
7	Senior Deputy Attorney General
8	555 E. Washinton Ave. #3900 Las Vegas, NV 89101
9	Email: psu@ag.nv.gov Attorneys for Petitioner
10	Real Estate Division
11	State of Nevada Attn: Legal Administrative Officer
12	3300 W. Sahara Ave., Suite 350 Las Vegas, Nevada 89102
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14	Nevada Real Estate Division
15	Attn: Commission Coordinator 3300 W. Sahara Ave., Suite 350
16 17	Las Vegas, NV 89102 Email: kvaladez@red.nv.gov
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20	/s/ Angelyn Cayton On behalf of the Law Offices of John Benedict
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	Page 10 of 10