

1 lacks sufficient 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 contained 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 Purchase Agreement" but admits that his client, Alpha Investments Group Inc.
27 ("Alpha") was assigned the rights of RJR identified as buyer (the "Assignment") under a real
28 property Purchase Agreement (the "Purchase Agreement") that identified Ms. Fredericks as the

1 Seller and that after that Alpha closed the purchase of the Property as Buyer, but denies the
2 remaining allegations and legal conclusions contained in Paragraph 13. Respondent will not restate
3 its objection to the use of the "Purported Purchase Agreement" each time it is used in the Complaint.
4 Rather, he incorporates same each time the term is used and will respond hereafter with reference
5 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.

15 17. Respondent admits the allegations contained in Paragraph 17.

16 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.

27 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.

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Third Affirmative Defense

Petitioner is barred from any relief on the Complaint because Respondent did not conspire with Guevarra, RJR, or anyone else to perform services for which a real estate license was required, nor did he act to harm Ms. Fredericks or the public in any way.

Fourth Affirmative Defense

Petitioner is barred from any relief on the Complaint because Respondent did not violate NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b) in any way.

Fifth Affirmative Defense

Petitioner is barred from any relief on the Complaint because Respondent did not violate NRS 645.633(1)(h) pursuant to NAC 645.605(1) in any way.

Sixth Affirmative Defense

Petitioner is barred from any relief on the Complaint because he, Precision Realty, and their client, the buyer Alpha, were victims of fraud, misrepresentation, and concealment perpetrated by RJR and/or third parties.

Seventh Affirmative Defense

Without admitting to the truthfulness of the allegations in the Complaint, Respondent states that the facts and circumstances giving rise to Petitioner's allegations are caused by the actions of third parties outside of Respondent's control.

Eighth Affirmative Defense

Without admitting to the truthfulness of the allegations in the Complaint, Respondent Precision Realty and their client, the buyer Alpha, and upon information and belief, Driggs operated under a mistake of fact or law.

Ninth Affirmative Defense

Respondent has not knowingly and/or intentionally violated any provision of NRS 645.633(1)(c) pursuant to NRS 645.235(1)(b).

Tenth Affirmative Defense

Respondent has not knowingly and/or intentionally violated any provision of NRS 645.633(1)(h) pursuant to NAC 645.605(1).

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Eleventh Affirmative Defense

Respondent did not knowingly and/or intentionally assist or offer to assist Mr. Guevarra, RJR or anyone else in committing a violation and/or prohibited conduct.

Twelfth Affirmative Defense

Respondent did not assist Mr. Guevarra in receiving a commission because Mr. Guevarra was not acting as a broker or a salesperson but rather was acting as principal of RJR, the buyer of the Property.

Thirteenth Affirmative Defense

Respondent never acted as a real estate licensee or in any capacity for Seller in the underlying transaction.

Fourteenth Affirmative Defense

In this transaction, Respondent never acted “for another” as a real estate licensee other than for Precision Realty’s client Alpha, the buyer in the transaction.

Fifteenth Affirmative Defense

Respondent reported all developments and known facts to his client and Driggs in a timely manner.

Sixteenth Affirmative Defense

Respondent relied upon Driggs as a licensed Escrow Agent to fulfill all of its duties and responsibilities before closing the transaction, including but not limited to ensuring that all signatures were valid, including properly notarized, and that all conditions to Closing were properly and completely met.

Seventeenth Affirmative Defense

Respondent relied upon Driggs as a licensed Title Agent to fulfill all of its duties and responsibilities before closing the transaction, including but not limited to ensuring that all signatures were valid, including properly notarized, and that all conditions to Closing were properly and completely met.

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Eighteenth Affirmative Defense

Respondent did not assist Mr. Guevarra or RJR in receiving a commission because neither Mr. Guevarra nor RJR received any commission. Alpha paid an assignment fee that was disclosed on the closing settlement statement and paid through escrow.

Nineteenth Affirmative Defense

Driggs, and not Respondent, chose the notaries, including specifically the mobile notary who notarized the signature of the seller "Shirley Fredericks," and Driggs specifically confirmed that the mobile notary was trusted and professional and that the signatures were valid.

Twentieth Affirmative Defense

Unbeknownst to Respondent, and only revealed for the first time through discovery in the underlying civil case, this Property was the target of a criminal enterprise that involved various co-conspirators, none of whom ever had any contact with Respondent.

Twenty-First Affirmative Defense

The criminal activity identified in the Twentieth Affirmative Defense serves as an intervening cause that exonerates Respondent.

Twenty-Second Affirmative Defense

The criminal activity identified in the Twentieth Affirmative Defense serves as a superseding cause that exonerates Respondent.

Twenty-Third Affirmative Defense

At all relevant times, Respondent acted within his duties of care and competence, as set forth in the NRS, and specifically NRS 645.252.

Twenty-Fourth Affirmative Defense

Respondent affirmatively alleges that he has not had a reasonable opportunity to complete discovery and facts hereinafter may be discovered which may substantiate other affirmative defenses not listed herein.

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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.

4 DATED this 9th day of August 2024.

5 **LAW OFFICES OF JOHN BENEDICT**

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