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FEB 21 2018

REAL ESTATE COMMISSION

Ruben A. ...

To: Keith E. Kizer, Sr. Deputy Atty General
555 E. Washington Ave., Las Vegas, NV 89101

Delivery: REGULAR US MAIL

From: Jay Rosen

Date: 2-16-2018

Re: CASE # 2106-3479

Pages: 2

ANSWER TO COMPLAI NT

I dispute only the following allegations:

#6. I do not believe the disbursement was an error, but rather by grossly negligent office policies in violation of applicable statutes and codes, requiring the proper handling and disbursement of trust account funds. As a practice, this brokerage pays out referral funds without proper authorization or oversight. This is a clear violation of **NRS 645.633 (h) Gross negligence or incompetence in performing any act for which the person is required to hold a license pursuant to this chapter, chapter 119, 119A or 119B of NRS.**

Ms. Sullivan stated in her initial letter (pg 63) that her accounting department sent me a check in error. That was not a truthful statement. There was no error here, but rather a default by the brokerage in properly dealing with trust account funds. They sent the check without referral or w-9, based solely on my name on the footer of the application. This was explained to me by Sullivan's accounting team when I called them (telephone) about the check, the day I received it. This was not accident but systemic negligence.

#7. I do not dispute this fact, just point out that the property owner's trust funds for referral fee were missing for over a month before Sullivan made any attempt to recover them.

#18. I deny that I said I would deliver the fund ONLY o the Division, but rather offered that as an option and asked if it were possible.

#23 I have, at all times during this investigation, been truthful, cooperative, and have committed no fraud. I have not endangered any person in the general public and deny any intent, other than to expose and correct a broker's negligence, thereby protecting he general public from this broker's negligent procedures. I deny refusing to give back the money as alleged by the complaint & the complainant B. Sullivan (pg 03).

#23 continued: Not only did I agree to return the funds, but I was flexible in my conditions. I simply wanted to do it in person and be recorded for evidence of compliance. At first, I wanted her to pick up the money from me in person, at my personal office. She refused to pick it up herself, even when given the opportunity to extend the date to when she got back from out of town, to which there was no response. (pg 17)

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B. Sullivan, suggested in his second letter to the Division (pg 16), that Ms. Sullivan felt unsafe meeting me at my personal office. This was never conveyed in any way to me, nor was there any request to change venue or bring her own security. Those things would have been worked out, had either Sullivan raised the issue with me.

In addition he concludes that my intent was to use the product of that meeting to shame Ms. Sullivan on social media. To be honest, I do believe that she deserves such public shaming, however, I am (and have been) aware that such an action would violate the ethics of my association, and knowing that, I would never do so.

My actual intent with the statements of conditions were to a) be convenient to me, b) make clear that I would not agree to a non-disclosure agreement, if asked. Since Ms. Sullivan, or her attorney, never communicated with me after that, I had no opportunity to be aware of, or address her concerns.

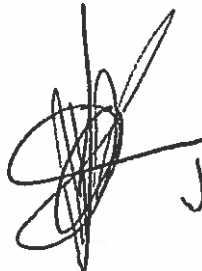
The last communication I sent to Ms. Sullivan in my attempt to schedule to meet and return the funds, was in response to her note that she was out of town, in which I asked her to contact me when she got back (pg 17). She never did contact me after that.

As an alternative negotiation for the return of the money, I offered to send it to Jan Holle and have him deliver it. He replied that he could not. (pg 50) I even offered to donate the \$300 to ERRF or another charity (pg 33 & pg 37) and was rebuffed.

I notified Jan Holle that she never got back to me and got no response there (pg 49). There was no more communication regarding this situation after that.

ADDITION CLAIM: Mr. B Sullivans' suggestion that had the amount of money been higher, I would have acted the same, is both spurious and offensive. (pg 03) He has no idea what I would do and should have refrained on opining about things he knows nothing of.

DEFENSE: I stand by my letter of appeal (pg 46-47).



Jay Rosen