

1 ANDREW WASIELEWSKI, ESQ.  
2 Nevada Bar No. 6161  
3 THE WASIELEWSKI LAW FIRM, LTD.  
4 8275 S. Eastern Avenue, #200-818  
5 Las Vegas, NV 89123  
6 Phone #: (702) 490-8511  
7 Fax #: (702) 548-9684  
8 Email: andrew@wazlaw.com  
9 Attorney for Respondent  
10 Allan Rothstein

**FILED**

JUN 10 2022

REAL ESTATE COMMISSION

BY *Emily Patten*

6 BEFORE THE REAL ESTATE COMMISSION

7 STATE OF NEVADA

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

Case No. 2020-359

11 Petitioner,

**Date: September 27, 2022**  
**Time: 9:00 a.m.**

12 vs.

13 ALLAN N. ROTHSTEIN,

14 Respondent.

15 **RESPONDENT'S MOTION FOR REHEARING**

16  
17 COMES NOW, Respondent ALLAN N. ROTHSTEIN, through his counsel of  
18 record of the law firm of THE WASIELEWSKI LAW FIRM, LTD., sets forth  
19 his Motion for Rehearing, pursuant to NAC 645.820 and NAC 645.830 for  
20 and upon the points and authorities set forth herein.  
21

22 Respondent moves the Commission, during his rehearing currently  
23 set for September 27, 2022 on or about May 16, 2022 requests the  
24 Commission dismiss Petitioner's Complaint against him due to the  
25 facts contained herein: 1) Allan is fully disabled, and has health  
26 issues which preclude his remembering and communicating the need for  
27 responding to the Complaint, 2) Respondent hired an attorney to  
28 defend similar claims which are the basis for the Petitioner's

1 complaint in Federal Court, in case Torres v. Rothstein 19-cv-00594-  
2 APG-EJY, District of Nevada and he confused this matter with the  
3 responses he has been making in Federal Court concurrently proceeding  
4 3) the result of this matter is being used against Respondent in  
5 Federal Court as if the issues have been decided with the same burden  
6 of proof in Federal Court, which is unfair to Respondent 4)  
7 Respondent did not present his evidence to the Commission, because he  
8 did not remember to respond and later, did not understand that he had  
9 to respond separately and 5) Respondent has documentation that he  
10 believes completely exonerate him from all license violations.  
11

#### 12 I. FACTS

13 The following evidence will be produced by Allan at the  
14 rehearing:

15 1) Allan received the signed HUD contract on or about November  
16 17, 2018 allowing the tenant access to the property. The lease was  
17 signed on or about that date pursuant to the contract. Tenant then  
18 signed another lease on or about November 23, 2018 for a currently  
19 unknown reason. Respondent believes this exonerates him of the first  
20 violation (see Exhibit 1).  
21

22 2) Respondent is fully disabled and works for himself as a  
23 broker. Respondent cannot walk well and must use a scooter to go  
24 more than a few feet. It is a hardship to drive himself anywhere.  
25 Respondent's business address is a valid business address. However,  
26 Respondent is 100% disabled and is unable to go to his address  
27 without great personal hardship. Respondent and Tenant had been  
28

1 meeting at other locations with Tenant's consent. Respondent  
2 believes that he has advised both Tenant and the Commission of this  
3 work-around providing all parties with his current addresses.  
4 Respondent is not attempting to hide from the public but is only  
5 appearing at other locations due to his severe mobility issues.  
6 Respondent believes this mitigates fully any harm that the general  
7 public may perceive as having to go to an alternative address and  
8 exonerates him from the second allegation Petitioner made.  
9

10 3) Respondent and Landlord all had personal relationships with  
11 the Tenant, which have been acknowledged by Tenant in the deposition  
12 in the Federal Court case, 19-cv-00594-APG-RJY District of Nevada.  
13 Tenant is not the complainant. Puntney, the original complainant  
14 secretly met with and approved all communications Allan had with  
15 Tenant in all instances, including directing Allan to evict Tenant.  
16 Allan is medically incapable of any type of sexual activity.  
17 However, Allan is very concerned that the then "me too" movement  
18 would implicate him in sexual activity without consent due to Tenant  
19 having had access to Allan alone in his house. To preclude that,  
20 Allan thought that this written agreement would exonerate him from  
21 any claims he had unwelcome or non-consensual sexual activity in the  
22 event Tenant later made false claims against him. Respondent  
23 believes that this exonerates him from the 3<sup>rd</sup> allegation of  
24 Petitioner.  
25  
26

27 4) Allan cannot remember ever having any communication with any  
28 person in which he admits to any violation of NRS 645.633(1)(i), or

1 Any other conduct which constitutes deceitful, fraudulent or  
2 dishonest dealing. Respondent has no certain knowledge of what he is  
3 accused of saying, much less doing. Respondent believes that this  
4 vague conviction is contrary to the Nevada Constitution and must be  
5 reheard if for no other reason than to provide Respondent an  
6 opportunity to respond to the allegation.

7  
8 5) Puntney, the landlord, demanded Respondent evict Tenant for  
9 not paying her required share of the rent. Respondent and Puntney  
10 believed that Puntney had just cause to evict Tenant. Regarding the  
11 lawsuit in Federal Court, it was Puntney's demands to evict Tenant  
12 that got Puntney sue and in no small measure to Respondent, who  
13 attempted to do right by Tenant when he stopped the eviction process  
14 and allowed Tenant to continue to rent the premise to the end of the  
15 lease despite her violating the HUD contract on numerous levels,  
16 including doing intentional harm to the fixtures and equipment in the  
17 premise. Respondent believes this exonerates him from this  
18 allegation of Petition (see Exhibit 2).

19  
20 6) Respondent has a signed property management agreement.  
21 Respondent believes that this exonerates him from allegation 6 by the  
22 Petitioner (see Exhibit 3).

23  
24 7) Respondent signed an exclusive representation agreement with  
25 Tenant as the Broker of the property. Landlord and Tenant  
26 communicated directly about the property, the lease and the HUD  
27 requirements. Respondent believes that any harm that may have  
28 occurred with the representation agreement was fully mitigated by the

1 fact that before she moved into the premise, Tenant directly  
2 communicated with Landlord on or about October 27, 2018 about all  
3 terms of the contract, lease and arrangement to make the premise pass  
4 HUD qualifications.

5 8) Respondent believes that the first 7 allegations will result  
6 in no liability for either Respondent or Puntney. The reason Puntney  
7 was sued by Tenant was that he demanded Respondent evict her after  
8 she had made a personal agreement with Puntney on October 27, 2018.  
9 Respondent does not know what that agreement was, but it will be  
10 proven in July of 2022 at the Federal trial of this underlying  
11 matter. Respondent believes that his actions will exonerate him at  
12 the federal level and he intends to update the commission with the  
13 result of the trial as soon as is possible. Respondent believes that  
14 Puntney is solely responsible for the actions of Puntney and those  
15 actions justified Puntney being sued by Tenant. Furthermore, Puntney  
16 has already settled with Tenant in the Federal Action.

17 9) Before he was being sued, at the same time as the eviction  
18 against Tenant was processing, Puntney was being contacted by  
19 Tenant's two separate attorneys. Rather than try to resolve the  
20 matters that he created, and is has a signed indemnity agreement with  
21 Respondent about, he told the attorneys to never contact him again.  
22 Regardless of his willful attempts to hide from the litigation,  
23 Puntney knew he was responsible to Tenant and that she was suing him.  
24 Respondent advised Puntney of his responsibilities as a codefendant  
25 and Puntney knew he is required to reimburse Respondent for all  
26  
27  
28

1 attorney's fees and costs Respondent incurred because they were  
2 incurred at Puntney's explicit direction (see Exhibit 4).

3 As a result, Respondent feels that a rehearing will absolve him  
4 of all liability and looks forward to establishing evidence proving  
5 he is a compliant and professional licensee.

6 II.

7 PLAINTIFF TIMELY FILED HIS MOTION FOR REHEARING AND SETS FORTH PROPER  
8 GROUND FOR REHEARING

9 NRC 645.820 provides the list of procedures for rehearing. The  
10 following procedures are used for a rehearing in a case where a  
11 ruling or decision of the Commission is against the licensee:

12 1. The licensee may within 10 days after his or  
13 her receipt of the decision petition the Commission  
14 for a rehearing.

15 2. The petition does not stay any decision of  
16 the Commission unless the Commission so orders.

17 3. The petition must state with particularity  
18 the point of law or fact which in the opinion of the  
19 licensee the Commission has overlooked or  
20 misconstrued and must contain every argument in  
21 support of the application that the licensee desires  
22 to present.

23 4. Oral argument in support of the petition is  
24 not permitted.

25 5. The Division may file and serve an answer to  
26 a petition for a rehearing within 10 days after it  
27 has received service of the petition.

28 6. If a petition for rehearing is filed and the  
Commission is not scheduled to meet before the  
effective date of the penalty, the Division may stay  
enforcement of the decision appealed from. When  
determining whether a stay is to be granted, the  
Division shall determine whether the petition was  
timely filed and whether it alleges a cause or ground  
which may entitle the licensee to a rehearing.

7. A rehearing may be granted by the Commission  
for any of the following causes or grounds:

(a) Irregularity in the proceedings in the  
original hearing;

1 (b) Accident or surprise which ordinary prudence  
could not have guarded against;

2 (c) Newly discovered evidence of a material  
3 nature which the applicant could not with reasonable  
4 diligence have discovered and produced at the  
5 original hearing; or

6 (d) Error in law occurring at the hearing and  
7 objected to by the applicant during the earlier  
8 hearing.

9 8. A petition for a rehearing may not exceed 10  
10 pages of standard printing.

11 9. The filing of a petition for rehearing, or  
12 the decision therefrom, does not stop the running of  
13 the 30-day period of appeal to the district court  
14 from the date of the decision of the Commission for  
15 the purpose of subsection 2 of NRS 645.760.

16 Respondent advised this Commission of his intention to move for  
17 a rehearing on or about May 16, 2022. As such, Respondent believes  
18 that this filing is timely made and is within the NAC to rehear this  
19 matter of license compliance.

20 Respondent has evidence that contradicts and/or exonerates him  
21 on all charges. The evidence of the exoneration is attached, as  
22 well, Respondent will call Puntney as a witness at the hearing to  
23 establish that he did nothing without Puntney's explicit knowledge  
24 and consent. On the matter of eviction, it was ONLY on Puntney's  
25 direction that Tenant was the subject of an eviction.

### 26 III.

#### 27 PETITIONER REQUESTS A STAY PURSUANT TO THE FACT THAT HIS REHEARING IS 28 NOT SCHEDULED UNTIL AFTER THE DATE HIS PAYMENT IS DUE

29 In the Commission's Order, Allan must pay his fine and costs no  
30 later than August 10, 2022. At the time the order came down, Allan  
31 had approximately 42 open listings, of which all have been withdrawn  
32 due to the Commission's change of status.

1 Allan's sole source of income is his real estate practice and he  
2 has no funds with which to pay the fine. The fine is due prior to  
3 his hearing which is currently scheduled for September 27.

4 NAC 645.830 provides as follows:

5 1. The time of the hearing may be continued by  
6 the Commission upon the written petition of the  
7 licensee or upon the written petition of the Division  
8 for good cause shown, or by stipulation of the  
9 parties to the hearing.

10 2. A continuance will not be granted unless it  
11 is made in good faith and not merely for delay.

12 3. A request for a continuance made before the  
13 hearing must be served upon the Commission as set  
14 forth in subsection 4 of NRS 645.050. If the  
15 Secretary of the Commission is not available to  
16 review and rule upon the continuance before the  
17 hearing, the continuance must be reviewed and ruled  
18 upon by the:

19 (a) President of the Commission; or

20 (b) If the President is unavailable, the Vice  
21 President of the Commission.

22 Pursuant to NAC 645.820(6) and NAC 645.830 Respondent requests a  
23 stay of the execution of the result of the March 2022 hearing until  
24 the rehearing date and a continuance of the rehearing date to allow  
25 Respondent ample time to relist all of his properties and sell them  
26 to that he may generate enough income to be able to pay any fines  
27 that are assessed against him at rehearing and to continue to earn a  
28 living in the meanwhile.

29 Therefore, while Respondent is confident he can prevail on this  
30 action against his license, the allegations alleged by Puntney  
31 against him, the allegations Tenant alleged against him, it is a  
32 matter of being practical that some liability that is currently  
33 unforeseen may be levied. In that case, Respondent of course will be



1 able to pay any required fine or cost in the event he is allowed to  
2 carry on his practice while the rehearing is continued.

3 IV.

4 CONCLUSION

5 Respondent is a very ill man who has a hardship to remember  
6 dates and times and sequences of events. Respondent did not  
7 understand that this instant matter was proceeding concurrent with  
8 and not as a part of the federal action against him. Respondent was  
9 shocked to learn that the hearing occurred and hired the undersigned.  
10 Respondent requests a rehearing to be allowed to provide his proof to  
11 the Commission, a stay of the enforcement of the result to allow him  
12 to practice and a continuance of the hearing to be allowed to sell  
13 properties that he had to withdraw listings for. Respondent, through  
14 the undersigned promises to comply with and participate in all  
15 actions the Commission requires of him in the future, including  
16 attendance at the rehearing.  
17  
18

19 DATED this 18<sup>th</sup> day of May, 2022

20 THE WASIELEWSKI LAW FIRM, LTD.

21 /s/ Andrew Wasielewski

22 By: \_\_\_\_\_

23 ANDREW WASIELEWSKI, ESQ.  
24 Nevada Bar #6161  
25 8275 S. Eastern Ave #200-818  
26 Las Vegas, NV 89123  
27 Attorney for Defendant  
28

# Exhibit 1

TO WHOM IT MAY CONCERN :

THIS LETTER IS NOTIFY YOU THAT I , CANDY TORRES , FOUND THIS  
PROPERTY :11893 WEDGEBROOK ST. THROUGH AN INTERNET WEBSITE .I DID NOT GO  
THROUGH A REALTOR.

I CHOSE TO USE :**ALLAN ROTHSTEIN** ,A FRIEND RECOMMENDED HIM TO ME ,DUE  
TO HE HAS A LOT OF EXPERIENCE WITH SOUTHERN NEVADA HOUSING AUTHORITY  
CLIENTS.

CANDY TORRES

RE: Candy Torres

Approved  
Nov 17

From: Traniece Seymour (tseymour@snvrha.org)

To: allanindianoil@yahoo.com

Date: Monday, November 26, 2018 11:02 AM PST

Please contact Mrs. Michelle Taliaferro at 702-477-3422.

**From:** ALLAN [mailto:allanindianoil@yahoo.com]

**Sent:** Monday, November 26, 2018 10:58 AM

**To:** Wayneisha Thomas; ALLAN

**Cc:** Traniece Seymour

**Subject:** Re: Candy Torres

GOOD MORNING. I have not received the completed signed lease for Candy Torres 11893 Wedgebrook.

Thank you.

## ***\*Risk Reduction Graduate Society Member\****

ALLan is a RRG Member and also a Green Builder. As a member I am provided with a higher level of expertise through educational courses taught only by Attorney's who are legal experts that specialize in Real Estate. Legal education is necessary and required to understand and interpret laws, contracts and the Nevada Revised Statutes that govern them.

**ALLAN ROTHSTEIN'S COMPLETE REAL ESTATE and PROPERTY MANAGEMENT SERVICES.**  
Call ALLan 702 -353 -6878

On Wednesday, October 31, 2018 04:39:04 PM PDT, ALLAN <allanindianoil@yahoo.com> wrote:



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Housing Choice Voucher Department, P.O. Box 1897, Las Vegas, NV 89125-1897  
Phone (702) 477-3100 FAX (702) 922-6929 TDD (702) 387-1898



# **NOTICE OF RENT PAYMENT AND PROGRAM ABUSE WARNING INFORMATION**

Owner **KYLE PUNTNEY**  
Name:

Participant  
Name: **CANDY TORRES**

Contract Unit **11893 WEDGEBROOK ST**  
Address: **LAS VEGAS, NV 89183**

Contract/  
Lease Start Date:

**11/17/18**

Rent to Owner: \$ 1475.00	Security Deposit: \$ 1475.00		
Housing Assistance Payment: \$ 1330.00	Tenant Rent: \$ 145.00	Pro-Rate HAP Payment: \$ 621.00	Pro-Rate Tenant Payment: \$ 68.00

Dear Owner and Housing Choice Voucher Participant:

As of the effective date shown above, the Housing Assistance Payments (HAP) contract between the Southern Nevada Regional Housing Authority (SNRHA) and the owner and the Lease between the tenant and the owner will begin.

The portion of rent paid to the owner by the family is due at lease signing or on the date established by the owner and the family.

The first payment (HAP check) paid to the owner by the SNRHA will be paid within 30 days from the date the unit passes inspection, contingent upon receipt and execution of all necessary documents. SNRHA processes payments twice a month and payment cannot be processed until the SNRHA has received a signed lease and contract. Payments are processed on the 15th and the 30th of each month. The first HAP check to the owner will include any prorated amounts from the start date. After the initial HAP check is released, the owner will begin to receive their monthly HAP payment from SNRHA on the first working day of each month via direct deposit. The tenant is responsible for paying his or her own portion directly to the owner each month.

The owner may not accept any other monies from the client. Requiring extra ('side') payments in excess of the family's share of rent as listed above is considered program fraud. In the event that SNRHA determines that the family has made side payments to the owner, SNRHA will require the owner to repay the excess monies to the family; and both the owner and the family will be terminated from the Housing Choice Voucher Program participation.

If the owner does require additional rent, the request must be submitted to SNRHA in writing. The owner may not request a rent increase during the initial one-year lease term. The owner must submit a request for increase 60 days in advance of the effective date of the anniversary of the lease. The request must be addressed to the family with a copy to SNRHA along with a completed Request for Rent Adjustment Form.

We value your participation in our program.

Please feel free to contact me at (702) 477-3443 if you have any questions.

**WAYNEISHA THOMAS**

## **This form to be used for SNRHA purposes only.**

Please be advised while we are here to serve you, Housing Choice Voucher (HCV) Regulations authorize a public housing authority to terminate benefits when a family engages in or threatens abusive or violent behavior toward the authority's personnel [24 CFR § 982.552(c)(1)(ix)].  
**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.

Our agency provides reasonable accommodations to elderly or disabled applicants and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to: SNRHA, P.O. Box 1897, Las Vegas, NV 89125, Attention: 504 Officer.

Southern Nevada Regional Housing Authority will not discriminate because of race, color, religion, age, national origin, disability, familial status or sexual orientation. If you feel you have a Fair Housing Complaint, please contact HUD at 1-800-669-9777 or TTY 1-800-927-9275. The Equal Access to Housing in HUD Program Regardless of actual or perceived Sexual Orientation, Gender Identity, or Marital Status in compliance with Final Rule, published in the Federal register August 2014. SNRHA will comply with 24 CFR Parts 5, 91, 880, et al. Violence Against Women Act Conforming Amendments.

Si usted no puede leer este documento por favor pida la asistencia de nuestro personal bilingue. La Vivienda Regional del Sur de Nevada, proporciona servicios de traducción para participantes y clientes que califican. Si usted necesita esta forma en Espanol, por favor contacte a su asistente social.



TW25463

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)****PROPERTY OWNER/AGENT INFORMATION/AUTHORIZATION**

Please include a voided check or copy of a voided check

Kyle Puntney  
Owner's Name (Please Print)  
Allan Rothstein  
Rothstein Realty Services  
Management Company/Agent's Name (Please Print)

507-08-3536  
Federal Employer Identification Number (FEIN)  
Social Security Number of owner  
331-42-6784  
Federal Employer Identification Number (FEIN)  
Social Security Number (Management Company or Agent)

I authorize and request the Southern Nevada Regional Housing Authority to deposit my Housing Assistance Payments automatically to my account identified below each month. This authority will remain in effect until I have cancelled it in writing.

Purpose of Authorization (Check One)



New Authorization  
Changes to Authorization  
Cancellation

**Checking Account Information**

OR

**Savings Account Information**

JP Morgan Chase Bank  
Name of Financial Institution

sahara / fortapachi  
Address

Las Vegas NV, 89117  
City, State, Zip

322271627  
Bank Routing Number

413759676  
Account Number

[Signature]  
Landlord Signature

(702) 353-6878  
Landlord Phone Number

Candy Torres  
Tenant Name

Las Vegas NV  
Rental Unit - City, State

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Bank Routing Number

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Owner/Vendor Number

\_\_\_\_\_  
Rental Unit Address

\_\_\_\_\_  
Rental Unit - Zip Code

NOTE: If the 1st is on a weekend or holiday, the deposit will post the first business day of the month. Please contact the Southern Nevada Regional Housing Authority at (702) 922-6608 or Fax (702) 922-6620 for additional forms or questions.

# Exhibit 2

On Friday, September 13, 2019, 04:22:23 PM PDT, Kyle Puntney <kylepuntney@mac.com> wrote:

Allan,

Please inform the tenant immediately that I will not be renewing the lease at 11893 Wedgebrook St.

Once the current lease term is up, the tenant needs to vacate the property.

The following items also need to be addressed:

- Damage the front door from the police activity
- Damage to the door from the garage into the kitchen due to police activity
- HOA violation fines need to be paid
- Damage to the Hot Water heater needs to be repaired or the unit needs to be replaced

We will not be returning the deposit until all of these items are addressed, and a move out inspection will need to be performed.

-Kyle Puntney

Sent from my iPhone



# Exhibit 3

Find messages, documents, photos or people



Home

Re: STATEMENTS

Re: Letter: Identif

Re: wedgebrook

foreclosure

Notice: Identifica

Compose

← Back



Archive



Move



Delete



Spam



## \* Notice: Identification of Property Manager

Yahoo/Inbox ★

\* **Kyle Puntney** <kylepuntney@mac.com>  
To: allanindianoil@yahoo.com

Oct 15, 2018 at 10:12 AM



To Whom it May Concern,

Allen Rothstein is the Property Manager for the home at the following address:

11893 Wedgebrook St  
Las Vegas, NV 89123If you have any questions regarding this, please feel free to contact me at 702-835-2467 or at  
[kylepuntney@mac.com](mailto:kylepuntney@mac.com).Thank you,  
Kyle Puntney

Sent from my iPhone



Reply, Reply All or Forward

Send



# Exhibit 4

wedgebrook

From: ALLAN (allanindianoil@yahoo.com)

To: kylepuntney@mac.com; kylepuntney@me.com

Date: Saturday, October 27, 2018, 8:14 PM PDT

Good evening Kyle. I have a client that I believe will be approved for section 8. Section 8 want to pay about \$1475 but must include water and gas but not power. The tenant will pay the power. I should find out Monday or by Wednesday. I need your approval. Please call Allan to further discuss this . I am meeting with the client about 10;30 in the morning.  
thanx

## ***\*Risk Reduction Graduate Society Member\****

ALLan is a RRG Member and also a Green Builder. As a member I am provided with a higher level of expertise through educational courses taught only by Attorney's who are legal experts that specialize in Real Estate. Legal education is necessary and required to understand and interpret laws, contracts and the Nevada Revised Statues that govern them.

**ALLAN ROTHSTEIN'S COMPLETE REAL ESTATE and PROPERTY MANAGEMENT  
SERVICES.  
-6878**

**Call ALLan 702 -353**

**Re: wedgebrook**

From: Kyle Puntney (kylepuntney@mac.com)

To: allanindianoil@yahoo.com

Date: Saturday, October 27, 2018, 9:36 PM PDT

I approve.

I'll be on the road this weekend, if you'd like to discuss this, please feel free to call me Sunday afternoon.

-Kyle

Sent from my iPhone

Find messages, documents, photos or people



Home

candy torres

Re: frig

Compose

← Back



Archive

Move

Delete

Spam



Inbox 999+

Unread

Starred

Drafts 999+

Sent

Archive

Spam

Trash

^ Less

Views Show

Folders Hide

+ New Folder

REAL ESTATE 5

restaurants

save 7 items 11... 1

▼ Hide original message

On Tue, Sep 24, 2019 at 7:41 AM Kyle Puntney <kylepuntney@me.com> wrote:

FYI,

Include my attorney, Dan Foley, on all further correspondence.

I have added him to the cc line of this email.

-Kyle

On Sep 23, 2019, at 19:53, ALLAN <allanindianoil@yahoo.com> wrote:

Good afternoon Ron and Chris . Your client, Candy Torres must furnish the measurements of the **frig cabinets opening**. This is stopping the ordering and delivery of the frig. **not the measurements of the refrig.**

**\*Risk Reduction  
Graduate Society**

refrig

From: ALLAN (allanindianoil@yahoo.com)

To: kylepuntney@mac.com; kylepuntney@me.com; allanindianoil@yahoo.com

Date: Tuesday, September 24, 2019, 11:09 AM PDT

Sept 24, 2019 @ 10:54am

Greetings Kyle Puntney. Your phone will not accept calls.

As per our text cell phone conversation @ 8:17 this am , I am and have been recommending replacing the broken frig asap. I have made numerous calls and emails stating that you must replace the frig. I emailed various places to purchase the frig and the prices to purchase this item. To date you still have not replaced the frig. NRS statutes require that you must replace the frig.

The SEC8 letter states that they will abate the rent starting Oct 1, 2019 if the refrig has not been replaced.

***That means that Sec8 will not send rent checks until the frig is installed and Sec8 does an inspection and approval.***

***\*Risk Reduction Graduate Society  
Member\****

***ALLAN ROTHSTEIN'S COMPLETE REAL ESTATE and PROPERTY MANAGEMENT  
SERVICES.***

***-6878***

***Call ALLan 702 -353***

## New Account Number

From: Kyle Puntney (kylepuntney@mac.com)

To: allanindianoil@yahoo.com

Date: Wednesday, September 4, 2019, 08:13 AM PDT

Effective Immediately, please use the following bank for depositing rent:

Chase Bank

Account: 529 816 685

Routing: 111 000 614

Thank you,

-Kyle

Sent from my iPhone



Fw: Voicemail

From: ALLAN (allanindianoil@yahoo.com)

To: kylepuntney@me.com; kylep@apple.com; kylepuntney@mac.com

Date: Wednesday, August 7, 2019, 08:43 AM PDT

the property management requires that the landlord pays the attorneys fees. I am waiting for further info before deciding. You have been my client valued client for a long time. be patient. I am waiting to hear from the attorney.

## **\*Risk Reduction Graduate Society Member\***

**ALLan is a RRG Member and also a Green Builder. As a member I am provided with a higher level of expertise through educational courses taught only by Attorney's who are legal experts that specialize in Real Estate. Legal education is necessary and required to understand and interpret laws, contracts and the Nevada Revised Statutes that govern them.**

**ALLAN ROTHSTEIN'S COMPLETE REAL ESTATE and PROPERTY MANAGEMENT SERVICES.**

**Call ALLan 702 -353**

**-6878**

----- Forwarded Message -----

**From:** Kyle Puntney <kylepuntney@mac.com>

**To:** ALLAN <allanindianoil@yahoo.com>

**Cc:** "cj@barnabilaw.com" <cj@barnabilaw.com>

**Sent:** Monday, August 5, 2019, 04:15:11 PM PDT

**Subject:** Re: Voicemail

Allan,

I'm requesting that you cover 100% of my legal fees for this case.

Please reply back, Mr Barnibi is cc'ed on this email.

-Kyle

Sent from my iPhone

On Aug 3, 2019, at 15:05, ALLAN <allanindianoil@yahoo.com> wrote:

**GOOD AFTERNOON KYLE. THIS IS THE ATTORNEY THAT WILL BE HANDLING THE TORRES WEDGEBROOK SUIT. PLEASE CONTACT ME WITH ANY INFO.**