

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED

JUN 16 2022

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2020-359

REAL ESTATE COMMISSION
BY Emily Patten

Petitioner,

vs.

ALLAN N. ROTHSTEIN,

Respondent.

OPPOSITION TO RESPONDENT'S REQUEST FOR REHEARING

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division"), by and through its attorneys of record, Aaron D. Ford, Attorney General, and Virginia T. Tomova, Deputy Attorney General, brings this Opposition to Respondent's Request for Rehearing.

Dated this 16th day of June, 2022.

AARON D. FORD
Attorney General

By: /s/ Virginia T. Tomova
VIRGINIA T. TOMOVA (Bar. No. 12504)
Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
(702) 486-7629
Attorneys for Real Estate Division

Memorandum of Points and Authorities

A. Background

The motion for re-hearing filed by Allan Rothstein ("RESPONDENT") should be denied as a matter of law as it is not timely and not procedurally proper. The Division filed the Complaint against the RESPONDENT on February 24, 2020, before the Real Estate Commission ("the Division's Complaint").¹ The Commission set the RESPONDENT's matter for a hearing during the three day stack

¹ See Complaint and Notice of Hearing, dated February 24, 2022, attached hereto as **Exhibit 1**.

beginning on March 29, 2022.² Prior to filing the Complaint, the RESPONDENT not only has communicated with the Division about some of the allegations but he also has admitted to the Division on numerous occasions that he had indeed committed some of these violations including but not limited to the execution of a Direct Consent for Sexual Intercourse and or Fellatio or Cunnilingus agreement with a tenant, meeting clients at Burger King and deceiving the Division that he had a brokerage address when he was working from home. On October 28, 2021, the Division properly informed the RESPONDENT via a certified mail, that a Complaint will be filed against him before the Real Estate Commission.³ The RESPONDENT did not request a continuance of the hearing prior to the Complaint's hearing set to begin on the three-day stack on March 29, 2022. RESPONDENT did not appear at the March 29, 2022, Commission hearing and on April 12, 2022, a default judgement was entered against him.⁴

RESPONDENT had until April 22, 2022, to petition the Commission for a rehearing.⁵ RESPONDENT submitted his petition for rehearing a month and a half late on June 10, 2022. His petition for rehearing is not procedurally proper and it is not timely. The RESPONDENT also failed to file a petition for judicial review pursuant to NRS 233B within 30 days after the Commission entered its order on April 12, 2022.⁶ The RESPONDENT had until May 12, 2022, to file a petition for judicial review.

For these reasons, the Division opposes the RESPONDENT's request for rehearing and requests that the motion is denied as a matter of law.

B. Legal Argument

NAC 645.820 sets forth the procedures for a rehearing and provides that the following procedures are to be used for a rehearing in a case where a ruling or decision of the Commission is against the licensee. It provides as follows:

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

² *Id.*, p. 8.

³ See Findings of Fact, Conclusions of Law and Order, dated April 12, 2022, attached hereto as **Exhibit 2.**

⁴ *Id.*

⁵ See NAC 645.820.

⁶ NRS 233B.130 (2)(d).

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

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

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

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

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;

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

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

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

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

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

1. The Division opposes RESPONDENT's request for rehearing because it is untimely.

The Division opposes RESPONDENT's request for a rehearing because it is untimely. Pursuant to NAC 645.820, RESPONDENT's motion to request a rehearing was due to the Division on April 22, 2022. RESPONDENT's Order in this case was mailed to him on April 12, 2022, and he received it by certified mail on April 12, 2022. RESPONDENT did not submit his motion for a rehearing until June 10, 2022.⁷ His motion for rehearing is one and a half months late. Accordingly, the Commission should deny RESPONDENT's motion for a rehearing because it is untimely.

⁷ Respondent's Motion for Rehearing, June 10, 2022, attached as **Exhibit 3**.

1 **2. The Division opposes RESPONDENT’s request for a rehearing because**
2 **RESPONDENT has failed to state with particularity the reasons why he**
3 **should be granted a rehearing.**

4 NAC 645.820 requires that a RESPONDENT’s petition for a rehearing “state with particularity
5 the point of law or fact which in the opinion of the licensee the Commission has overlooked or
6 misconstrued and must contain every argument in support of the application that the licensee desires to
7 present.” In his motion for rehearing, the RESPONDENT states that he should not be subjected to any
8 discipline, that he did not commit any of the violations in the Division’s Complaint and that the
9 complainant Kyle Puntney knew of the RESPONDENT’s activities which subjected him to discipline.⁸
10 Essentially, the RESPONDENT insinuates that Mr. Puntney somehow is
11 responsible for his wrongdoings, because he did not do anything without Mr. Puntney’s knowledge.⁹

12 Contrary to the RESPONDENT’s statement, Mr. Puntney represented to the Division that he was
13 not aware of any wrongdoings by the RESPONDENT until he was served with the federal complaint
14 which listed him as a co-defendant. In addition, the documents RESPONDENT attached to his motion
15 for rehearing were included in the Division’s discovery packet sent to the RESPONDENT and to the
16 Division prior to the hearing on March 29, 2022.

17 In sum, the RESPONDENT’s motion is insufficient and fails to articulate any law or fact to
18 support his request for a rehearing.¹⁰ Furthermore, the RESPONDENT did not follow Nevada law to
19 properly obtain a rehearing of this matter from the Commission. The RESPONDENT also failed to
20 follow the procedures set forth in NRS 233B regarding petitions for judicial review. The
21 RESPONDENT’s motion for rehearing should be denied as a matter of law.

22 **3. RESPONDENT has failed to articulate a reason set forth in NAC 645.820(7)**
23 **regarding why the Commission should grant his request for a rehearing.**

24 Last, RESPONDENT has failed to articulate one reason why the Commission should grant his
25 request for a rehearing. NAC 645.820(7) sets forth the reasons when the Commission may grant a
26 respondent a rehearing and provides a rehearing may be granted due to:

27 ⁸ *Id.*, pp. 1-6.

28 ⁹ *Id.*

¹⁰ *Id.*

- 1 (a) Irregularity in the proceedings in the original hearing;
2 (b) Accident or surprise which ordinary prudence could not have guarded
3 against;
4 (c) Newly discovered evidence of a material nature which the applicant
5 could not with reasonable diligence have discovered and produced at the
6 original hearing; or
7 (d) Error in law occurring at the hearing and objected to by the applicant
8 during the earlier hearing.

9 RESPONDENT has failed to set forth any reason that would permit the Commission to grant him
10 a rehearing under NAC 645.820(7). RESPONDENT failed to take the appropriate steps to obtain a
11 rehearing from the Commission. He also failed to take appropriate steps to file a petition for judicial
12 review pursuant to NRS 233B. The fact that RESPONDENT's case proceeded as a default proceeding is
13 due to RESPONDENT's refusal to submit a formal request for the continuance to the Division for the
14 Commission's approval. The default proceeding was not a result of RESPONDENT not having proper
15 notice of the proceeding. Rather, the case proceeded as a default based on RESPONDENT's own neglect
16 in failing to make a formal request for a continuance prior to the hearing and his failing to request a re-
17 hearing after the fact.

18 **C. Conclusion**

19 Based on the foregoing, the Division respectfully requests that the Commission deny the
20 RESPONDENT's motion for rehearing as a matter of law.

21 Dated this 16th day of June, 2022.

22 AARON D. FORD
23 Attorney General

24 By: /s/ Virginia T. Tomova
25 VIRGINIA T. TOMOVA (Bar. No. 12504)
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Andrew Wasielewski, Esq.
8275 S. Eastern Avenue, #200-818
Las Vegas, NV 89123

/ s / Danielle Wright
An employee of the Office of the
Nevada Attorney General

EXHIBIT 1

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED

FEB 24 2022

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2020-359

REAL ESTATE COMMISSION

BY *Emily Patten*

Petitioner,

vs.

ALLAN N. ROTHSTEIN,

Respondent.

COMPLAINT AND NOTICE OF HEARING

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies ALLAN N. ROTHSTEIN ("RESPONDENT"), of an administrative hearing before the STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be held pursuant to Chapters 233B and Chapter 645 of the Nevada Revised Statutes ("NRS") and Chapter 645 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if RESPONDENT should be subject to an administrative penalty as set forth in NRS 645.633 and/or NRS 645.630 and/or NRS 622.400, and the discipline to be imposed, if violations of law are proven.

JURISDICTION

1. At all relevant times, RESPONDENT was licensed by the Division as a real estate broker (B.1001142.INDV) and a property manager (PM. 0164222.BKR) from the Division and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

FACTUAL ALLEGATIONS

2. At all relevant times, RESPONDENT was licensed by the Division as a real estate broker (B.1001142.INDV) and a property management permit (PM. 0164222.BKR), was issued by the Division, both of which are in "active" status.

3. The RESPONDENT has been a broker since March 25, 2013.

4. The RESPONDENT was issued a property management permit on July 15, 2009.

1 5. The RESPONDENT had a salesperson license (S.0167162) until March 12, 2013.

2 6. The RESPONDENT's salesperson license is currently in "closed" status.

3 7. Prior to March 25, 2013, the RESPONDENT's brokers were RX Realty, Pulse Realty
4 Group, LLC and Encore Realty Group.

5 8. On or about July 30, 2010, Kyle Puntney executed a residential property management
6 agreement with the RESPONDENT's prior brokerage RX Realty for 11893 Wedgebrook, Las Vegas
7 Nevada 89183 ("the property").

8 9. At that time, the RESPONDENT had a property management permit and a real estate
9 salesperson license.

10 10. On or about April 23, 2020, complainant Kyle Puntney ("Mr. Puntney"), filed a complaint
11 with the Division against RESPONDENT in which he alleged that the RESPONDENT sexually harassed
12 one of complainant's tenants Ms. Candy Torres, failed to communicate repairs and was deceitful and
13 dishonest in collection of fees.

14 11. At the time of the allegations in this Complaint, the RESPONDENT was operating under
15 his broker's license and listed the address for his brokerage with the Division at 755 W. Sunset Road, in
16 Henderson Nevada 89011.

17 12. However, an investigation by the Division on April 30, 2020, showed that an "Any and
18 All Auto Parts" shop was located at that address, and not the RESPONDENT's brokerage.

19 13. Mr. Puntney was transferred out of state for work and tasked the RESPONDENT with
20 finding a tenant for the property.

21 14. After becoming a broker, the RESPONDENT did not execute:

- 22 a. a lease brokerage listing agreement for the property with Mr. Puntney;
- 23 b. a property management agreement with Mr. Puntney for the property; and
- 24 c. the duties owed by a Nevada real estate licensee.

25 15. On or about September 21, 2018, the MLS for the property showed that the rental amount
26 was \$1,550.00.

27 16. In September of 2018, the RESPONDENT found a new tenant Candy Torres ("the
28 tenant") for the property.

1 17. The RESPONDENT allowed the tenant to move into the property, prior to her executing
2 a residential lease agreement.

3 18. The RESPONDENT was using a Section 8 voucher to rent the property.

4 19. The RESPONDENT did not communicate the needed repairs for the property to the
5 complainant.

6 20. The RESPONDENT did not maintain the property.

7 21. Instead, the RESPONDENT had the tenant fix the property with her out of pocket
8 expenses if she was assured an approval for the home through Section 8.

9 22. The items that the tenant fixed prior to moving in was to install a toilet, change the carpet
10 on the first floor, paint and install smoke detectors.

11 23. The tenant made several trips to the RESPONDENT's home to sign paperwork and get
12 documents for the property.

13 24. On more than one occasion during her trips to the RESPONDENT's property, the
14 RESPONDENT made unwanted sexual advances towards the tenant.

15 25. On or about September 9, 2018, the RESPONDENT had the tenant, who was a residential
16 lease, sign an "Exclusive Broker Representation Agreement for Buyer, Seller, Leasee, Lessor"
17 agreement, which commenced on September 27, 2018.

18 26. On or about October 24, 2018, Wayneisha Thomas from Southern Nevada Housing
19 Authority sent an email to the RESPONDENT stating the tenant's rent could not be more than \$1,350.00
20 per month due to her income.

21 27. On or about November 17, 2018, according to the Southern Nevada Regional Housing
22 Authority-Notice of Rent Payment and Program Abuse Warning Information, an owner may not accept
23 any other monies from a tenant and any extra payment more than the family's share of rent is considered
24 fraud.

25 28. On or about November 23, 2018, a Residential Lease Agreement ("the lease agreement")
26 was executed between Mr. Puntney and the tenant for the property.

27 29. There was no commencement date or ending date in the lease agreement.

28 30. The monthly rental amount was in the amount of \$1,475.00 dollars.

1 31. In addition, a security deposit in the amount of \$1,475.00 was also listed in the lease
2 agreement.

3 32. On or about November 23, 2018, a rent receipt regarding the property showed that a
4 balance of \$1,882.00 was paid.

5 33. On or about November 23, 2018, the RESPONDENT had the tenant execute "Direct
6 Consent for Sexual Intercourse and or Fellatio or Cunnilingus" ("the sex consent document").

7 34. The RESPONDENT admitted on two separate occasions to the Division that he had the
8 tenant sign the sex consent document.

9 35. The residential, property management and Section 8 agreements differed in terms of
10 responsibility for utilities and fees.

11 36. A rent receipt dated December 30, 2018, for the property showed that \$500.00 were paid.
12 There was also a note stating, "owes \$325.00 dollars eviction fee-Take from my Security Deposit."
13 "Candy paid rent, Dec power bill, trash."

14 37. On or about January 18, 2019, a communication from the tenant to the RESPONDENT
15 stated that she found the power bill for November/December and that the bill was for \$171.03 but the
16 RESPONDENT made her pay \$300.00.

17 38. The tenant also found out that the trash bill was \$44.76 for every three months, however
18 the RESPONDENT charged her \$55.00.

19 39. The tenant also stated that "as of Tuesday" the water was put under someone else's name.

20 40. On or about February 4, 2019, a communication from the tenant to the RESPONDENT
21 stated that the lady from Nevada Energy was correct and that the RESPONDENT overcharged her and
22 claimed that she still owed \$39.00.

23 41. On or about March 3, 2019, a communication from the tenant to the RESPONDENT
24 showed that the tenant went to the RESPONDENT's home to pay her rent for March 2019 in the amount
25 of \$1,051.00 that the RESPONDENT said she owed.

26 42. The RESPONDENT refused to accept the rent unless the tenant paid \$4,485.00.

27 43. THE RESPONDENT threatened the tenant that if she did not pay the \$4,485.00, she was
28 to "Get the f... out of the house."

1 44. The tenant told the RESPONDENT that she was going to be returning to Nevada Legal
2 Services to show them what happened at his home.

3 45. On or about March 3, 2019, tenant told RESPONDENT that she had money orders and
4 asked how the amount from \$1,056.00 went up to \$4,458.00.

5 46. On or about April 8, 2019, the tenant filed a Complaint against the complainant and the
6 RESPONDENT with the United States District Court, District of Nevada, Case #2:19-cv-00594, in which
7 she alleged discrimination and harassment causes of action in violation of the Federal Fair Housing Act.

8 47. Specifically, the Complaint stated that the RESPONDENT asked the tenant to give him a
9 "hand job" in exchange for a good start.

10 48. After the tenant refused the RESPONDENT's sexual advances, he commenced eviction
11 proceedings, which he subsequently stopped.

12 49. The complainant was a party to the complaint solely because he was the owner of the
13 property when the violations occurred involving the tenant.

14 50. The RESPONDENT did not notify the complainant of the pending lawsuit in federal court.

15 51. On or about August 6, 2019, SWAT team came to the property looking for one of the
16 tenant's friends.

17 52. On or about August 9, 2019, despite not having a lease brokerage and property
18 management agreements with Mr. Puntney for the property, the RESPONDENT represented himself as
19 the property manager for the property.

20 53. On September 18, 2019, the complainant informed the RESPONDENT, that he would not
21 be renewing the lease with the tenant and the RESPONDENT needed to inform her that was her 60-day
22 notice to move out of the property at the end of the lease.

23 54. The lease expired on November 23, 2019, and the tenant moved out.

24 55. The federal litigation is still ongoing.

25 56. The complainant was aware that the tenant was late on her rent twice during the 12 months
26 of her lease.

27 57. However, the RESPONDENT did not inform the complainant that the tenant was late on
28 her rent and that he had started and stopped eviction proceedings.

58. Instead, the RESPONDENT told the complainant that he was getting the rent late due to an assistant's clerical error at his office.

59. On or about April 24, 2020, the Division sent correspondence to the RESPONDENT, notifying him that a complaint has been filed against him and that the Division has opened an investigation against him.

60. In that same correspondence, the Division requested that the RESPONDENT provide the transaction file for the property.

61. The Division also requested that the RESPONDENT provide a response to the allegations in the complaint no later than May 15, 2020.

62. On or about October 4, 2021, the RESPONDENT informed the Division that he was working out of his home, he met his clients either at his home or Burger King across the street and that he asked the tenant to sign the sex consent document.

63. On or about October 4, 2021, the Division sent a follow up correspondence in which it gave the RESPONDENT until October 19, 2021, to respond to the allegations in the complaint.

64. The RESPONDENT did not respond.

65. On or about October 18, 2021, RESPONDENT was properly notified by the Division that it was bringing a complaint for disciplinary action before the Commission.

VIOLETIONS OF LAW

RESPONDENT committed the following violations of law:

1. RESPONDENT violated NRS 645.633(1)(h) for allowing the tenant to move into the property prior to signing the residential lease agreement, which amounts to gross negligence or incompetence in performing his property management responsibilities.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NRS 645.510 for allowing the tenant to sign the lease at his personal residence instead of the place of business, that is listed on his Broker's license issued by the Nevada Real Estate Division.

3. RESPONDENT violated NRS 645.633(1)(i) by engaging in conduct that was deceitful, fraudulent, or dishonest by asking the tenant to sign the Direct Consent for Sexual Intercourse and/or Fellatio or Cunnilingus and admitting on October 4, 2021, that he asked the tenant to sign the document.

1 4. RESPONDENT admitted to violating NRS 645.633(1)(i) during a phone call with the
2 Division on May 20, 2021.

3 5. RESPONDENT violated NRS 645.252(1) for failing to exercise reasonable skill and care
4 with respect to all parties in a real estate transaction when he:

5 a. Tried to evict the tenant without just cause; and

6 b. Failed to protect the owner (complainant) of the property and subjected him to a
7 civil lawsuit in federal court because of his unethical and disgraceful behavior.

8 6. RESPONDENT violated NRS 645.6056(1) when he acted as a property manager for the
9 property without having obtained a property management agreement signed by the owner of the property.

10 7. RESPONDENT violated NRS 645.6056(1) when the tenant signed the Exclusive Broker
11 Representation Agreement for Buyer, Seller, Leasee, Lessor, and not the owner of the property.

12 8. RESPONDENT violated NRS 645.633(1)(i), when he failed to protect the owner of the
13 property, who spent thousands of dollars in attorney's fees due to the RESPONDENT's misconduct and
14 unethical practices.

15 9. RESPONDENT violated NRS 645.633(3)(b)(2) pursuant to NAC 645.605(6), when he
16 breached his obligation to absolute fidelity to his principal's interest or his obligation to deal fairly with
17 all parties to a real estate transaction when he failed to notify the complainant, who was the owner of the
18 property of the federal civil lawsuit filed against him.

19 **DISCIPLINE AUTHORIZED**

20 1. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose an
21 administrative fine of up to \$10,000 per violation against RESPONDENT and further to suspend, revoke
22 or place conditions on the license of RESPONDENT.

23 2. Additionally, under NRS Chapter 622, the Commission is authorized to impose costs of
24 the proceeding upon RESPONDENT, including investigative costs and attorney's fees, if the
25 Commission otherwise imposes discipline on RESPONDENT.

26 3. Therefore, the Division requests that the Commission take such disciplinary action as it
27 deems appropriate under the circumstances.

28 ...

1 **NOTICE OF HEARING**

2 **PLEASE TAKE NOTICE**, that a disciplinary hearing has been set to consider the
3 Administrative Complaint against the above-named Respondent in accordance with Chapters 233B and
4 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada Administrative Code.

5 **THE HEARING WILL TAKE PLACE** on March 29, 2022, commencing at 9:00 a.m., or as
6 soon thereafter as the Commission is able to hear the matter, and each day thereafter commencing
7 at 9:00 a.m. through March 31, 2022, or earlier if the business of the Commission is concluded.
8 The Commission meeting will be held on March 29, 2022, at the Nevada State Business Center,
9 3300 West Sahara Avenue, 4th Floor – Tahoe Room, Las Vegas, Nevada 89102. The meeting will
10 continue on March 30, 2022, at the Nevada State Business Center, 3300 West Sahara Avenue, 4th
11 Floor – Tahoe Room, Las Vegas, Nevada 89102, commencing at 9:00 a.m., and on March 31, 2022,
12 should business not be concluded, starting at 9:00 a.m. at the Nevada State Business Center, 3300
13 West Sahara Avenue, 4th Floor – Tahoe Room, Las Vegas, Nevada 89102

14 If the meeting will not be conducted in person, then you will be notified by known email or
15 mail as soon as possible that the Commission will conduct a virtual meeting using Webex.com with
16 the meeting information as follows:

17 **DIAL-IN NUMBER:** (844) 621-3956 or Webex.com

18 **TUESDAY, MARCH 29, 2022 MEETING NUMBER ACCESS CODE:** 2492 043 1496

19 **MEETING PASSWORD:** 38YerzTWmU3 (38937989683 from phones and video systems)

20 **WEDNESDAY, MARCH 30, 2022 MEETING NUMBER ACCESS CODE:** 2487 420 4399

21 **MEETING PASSWORD:** Kmmix976v52 (56649976852 from phones and video systems)

22 **THURSDAY, MARCH 31, 2022 MEETING NUMBER ACCESS CODE:** 2486 415 0596

23 **MEETING PASSWORD:** MjPpJCFs723 (65775237723 from phones and video systems)

24 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at the same
25 time as part of a regular meeting of the Commission that is expected to last from March 29, 2022,
26 through March 31, 2022, or earlier if the business of the Commission is concluded. Thus, your
27 hearing may be continued until later in the day or from day to day. It is your responsibility to be
28 present when your case is called. If you are not present when your hearing is called, a default may
be entered against you and the Commission may decide the case as if all allegations in the complaint

1 were true. If you have any questions please call Evelyn Pattee, Commission Coordinator (702) 486-
2 4074.

3 YOUR RIGHTS AT THE HEARING: except as mentioned below, the hearing is an open meeting
4 under Nevada's open meeting law and may be attended by the public. After the evidence and arguments,
5 the commission may conduct a closed meeting to discuss your alleged misconduct or professional
6 competence. You are entitled to a copy of the transcript of the open and closed portions of the meeting,
7 although you must pay for the transcription.

8 As the RESPONDENT, you are specifically informed that you have the right to appear and be
9 heard in your defense, either personally or through your counsel of choice. At the hearing, the Division
10 has the burden of proving the allegations in the complaint and will call witnesses and present evidence
11 against you. You have the right to respond and to present relevant evidence and argument on all issues
12 involved.

13 You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing
14 witnesses on any matter relevant to the issues involved.

15 You have the right to request that the Commission issue subpoenas to compel witnesses to testify
16 and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate
17 the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in
18 NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.920.

19 The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC
20 645 and if the allegations contained herein are substantially proven by the evidence presented and

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1 to further determine what administrative penalty is to be assessed against the RESPONDENT, if any,
2 pursuant to NRS 645.235, 645.633 and or 645.630.

3 DATED this 23 day of February, 2022.

4 State of Nevada
5 Department of Business and Industry
6 Real Estate Division

7 By: 
8 SHARATH CHANDRA, Administrator
9 3300 West Sahara Avenue, Suite 350
10 Las Vegas, Nevada 89102

11 AARON D. FORD
12 Attorney General

13 By: /s/ Virginia T. Tomova
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19 Attorneys for Real Estate Division
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EXHIBIT 2

STEVE SISOLAK
Governor

STATE OF NEVADA



TERRY REYNOLDS
Director

SHARATH CHANDRA
Administrator

CHARVEZ FOGER
Deputy Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.nv.gov

April 12, 2022

Certified Mail #: 7020 1290 0001 3945 7295

Allan N. Rothstein
755 W. Sunset Road
Henderson, NV 89011

RE: NRED v Allan N. Rothstein
Case No: 2020-359

Mr. Rothstein:

Enclosed you will find the Findings of Fact, Conclusions of Law, and Order entered by the Nevada Real Estate Commission at the meeting held March 29-31, 2022. This is the fully executed copy for your records.

The Commission has ordered the following:

- Respondent pay a total of \$94,039.76 to the Division. The total fine reflects a fine of \$90,000.00 plus hearing and investigative costs of \$4,039.76.
- Respondent's permits and licenses are hereby revoked.

Effective Date of Order: **May 12, 2022**

Payment Due Date: **August 10, 2022**

NOTE: Your fine and/or cost of hearing totals \$10,000.00 or more. Please be aware that pursuant to NRS 353.1467 your payment must now be made electronically. For details on how to submit your electronic payment, please see Informational Bulletin #016 (included) or contact the Department of Business and Industry's Management Analyst Grace Hilgar-Devito at 702-486-5134 or email at ghilgar@business.nv.gov.

Please note that the Division staff does not have the authority to extend the due date for your fine which was ordered by the Commission. If you find that you are unable to meet the required due date, you will need to request in writing that you be placed on the agenda for a Commission hearing in which Respondent will be allowed to request an extension from the Commission. This request should be made several months prior.

Sincerely,

A handwritten signature in cursive script that reads "Evelyn Pattee".

Evelyn Pattee
Commission Coordinator
Telephone: (702) 486-4074
Email: epattee@red.nv.gov

Enclosures as indicated

cc: Sharath Chandra, Administrator
Virginia Tomova, Deputy Attorney General
Compliance Section
Licensing Section
Fiscal

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISIONrealest@red.nv.gov <http://red.nv.gov/>**REQUIREMENTS FOR ELECTRONIC
PAYMENTS IN EXCESS OF \$10,000**

Per Nevada Revised Statutes (NRS) 353.1467, all payments of **\$10,000 or more** remitted to the Nevada Real Estate Division (NRED) must be made electronically via wire transfer (Fedwire) or Automatic Clearing House (ACH). This requirement does not apply to payments under \$10,000. Payments less than \$10,000 may still be made via check, money order or cash (exact change).

Prior to the initiation of **EACH** electronic payment to NRED, please complete the Incoming Funds Deposit Form, and contact Grace Hilgar-Devito, Management Analyst, at (702) 486-5134 or by email at ghilgar@business.nv.gov for bank routing details and further instructions. This is necessary to ensure that your payment is applied to the appropriate account. All electronic payments to NRED are received by the Office of the State Treasurer, so notification is required each time a payment is made to make certain that the payment is received by NRED. Additionally, all electronic payments to NRED should include the following: Name of Organization/Remitter; NRED's 3 digit Agency Number: "748"; the program or purpose of the remittance; and any additional relevant descriptions (i.e. license or registration number, association name, commission order, etc.) that helps to properly identify the payment.

For all homeowners associations that meet the \$10,000 or more threshold, the association is required to perform the following steps to complete this process:

- E-mail the Annual Registration Form on the same day as the electronic transfer to: HOARegistrations@red.nv.gov (This email address is for registrations exceeding \$10,000 ONLY. Any other registration forms received at this email address will NOT be accepted.)
- Submit a hard copy of the registration form with signature for our files.
- If you are a master association, you must also submit emailed and hard copies of the Master Roster.

Finally, as a matter of law, any payment received by NRED that is in violation of NRS 353.1467 will be returned to the constituent and will not be considered as received by NRED. As such, the constituent could potentially be subject to late fees and/or penalties.

Revised: 2/23/2018

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED

APR 12 2022

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2020-359

REAL ESTATE COMMISSION
BY Evelyn Pattee

Petitioner,

vs.

ALLAN N. ROTHSTEIN,

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This matter came on for hearing before the Real Estate Commission, Department of Business and Industry, State of Nevada (the "Commission"), during a regular agenda, set for three days, beginning on March 29, 2022 (the "Hearing"). RESPONDENT ALLAN N. ROTHSTEIN (hereinafter, "RESPONDENT") did not appear in person, through counsel, or otherwise. Virginia T. Tomova, Esq., Deputy Attorney General with the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division").

At the Hearing, Evelyn Pattee testified regarding notice sent to the RESPONDENT. The Commission found appropriate service of the notice of the Hearing, the complaint, Notice of the Complaint, and Notice of Documents was sent to RESPONDENT at her last known address which the Respondent provided to the Division.

After hearing testimony presented in this matter and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of Law, and Order by default against RESPONDENT as follows:

JURISDICTION

RESPONDENT, at all relevant times mentioned in this Complaint, was licensed by the Division as a real estate salesperson and held a property management permit from the Division. He is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

...

1 **FINDINGS OF FACT**

2 The Commission, by unanimous vote, based upon evidence presented during the Hearing,
3 enters a finding of the following facts by default:

4 1. At all relevant times, RESPONDENT was licensed by the Division as a real estate broker
5 (B.1001142) and a property management permit (PM. 0164222.BKR), was issued by the Division, both
6 of which are in "active" status.

7 2. The RESPONDENT has been a broker since March 25, 2013.

8 3. The RESPONDENT was issued a property management permit on July 15, 2009.

9 4. The RESPONDENT had a salesperson license (S.0167162) until March 12, 2013.

10 5. The RESPONDENT's salesperson license is currently in "closed" status.

11 6. Prior to March 25, 2013, the RESPONDENT's brokers were RX Realty, Pulse Realty
12 Group, LLC and Encore Realty Group.

13 7. On or about July 30, 2010, Kyle Puntney executed a residential property management
14 agreement with the RESPONDENT's prior brokerage RX Realty for 11893 Wedgebrook, Las Vegas
15 Nevada 89183 ("the property").

16 8. At that time, the RESPONDENT had a property management permit and a real estate
17 salesperson license.

18 9. On or about April 23, 2020, complainant Kyle Puntney ("Mr. Puntney"), filed a complaint
19 with the Division against RESPONDENT in which he alleged that the RESPONDENT sexually harassed
20 one of complainant's tenants Ms. Candy Torres, failed to communicate repairs and was deceitful and
21 dishonest in collection of fees.

22 10. At the time of the allegations in this Complaint, the RESPONDENT was operating under
23 his broker's license and listed the address for his brokerage with the Division at 755 W. Sunset Road, in
24 Henderson Nevada 89011.

25 11. However, an investigation by the Division on April 30, 2020, showed that an "Any and
26 All Auto Parts" shop was located at that address, and not the RESPONDENT's brokerage.

27 12. Mr. Puntney was transferred out of state for work and tasked the RESPONDENT with
28 finding a tenant for the property.

1 13. After becoming a broker, the RESPONDENT did not execute:

- 2 a. a lease brokerage listing agreement for the property with Mr. Puntney;
- 3 b. a property management agreement with Mr. Puntney for the property; and
- 4 c. the duties owed by a Nevada real estate licensee.

5 14. On or about September 21, 2018, the MLS for the property showed that the rental amount

6 was \$1,550.00.

7 15. In September of 2018, the RESPONDENT found a new tenant Candy Torres (“the

8 tenant”) for the property.

9 16. The RESPONDENT allowed the tenant to move into the property, prior to her executing

10 a residential lease agreement.

11 17. The RESPONDENT was using a Section 8 voucher to rent the property.

12 18. The RESPONDENT did not communicate the needed repairs for the property to the

13 complainant.

14 19. The RESPONDENT did not maintain the property.

15 20. Instead, the RESPONDENT had the tenant fix the property with her out of pocket

16 expenses if she was assured an approval for the home through Section 8.

17 21. The items that the tenant fixed prior to moving in was to install a toilet, change the carpet

18 on the first floor, paint and install smoke detectors.

19 22. The tenant made several trips to the RESPONDENT’s home to sign paperwork and get

20 documents for the property.

21 23. On more than one occasion during her trips to the RESPONDENT’s property, the

22 RESPONDENT made unwanted sexual advances towards the tenant.

23 24. On or about September 9, 2018, the RESPONDENT had the tenant, who was a residential

24 lease, sign an “Exclusive Broker Representation Agreement for Buyer, Seller, Leasee, Lessor”

25 agreement, which commenced on September 27, 2018.

26 25. On or about October 24, 2018, Wayneisha Thomas from Southern Nevada Housing

27 Authority sent an email to the RESPONDENT stating the tenant’s rent could not be more than \$1,350.00

28 per month due to her income.

1 26. On or about November 17, 2018, according to the Southern Nevada Regional Housing
2 Authority-Notice of Rent Payment and Program Abuse Warning Information, an owner may not accept
3 any other monies from a tenant and any extra payment more than the family's share of rent is considered
4 fraud.

5 27. On or about November 23, 2018, a Residential Lease Agreement ("the lease agreement")
6 was executed between Mr. Puntney and the tenant for the property.

7 28. There was no commencement date or ending date in the lease agreement.

8 29. The monthly rental amount was in the amount of \$1,475.00 dollars.

9 30. In addition, a security deposit in the amount of \$1,475.00 was also listed in the lease
10 agreement.

11 31. On or about November 23, 2018, a rent receipt regarding the property showed that a
12 balance of \$1,882.00 was paid.

13 32. On or about November 23, 2018, the RESPONDENT had the tenant execute "Direct
14 Consent for Sexual Intercourse and or Fellatio or Cunnilingus" ("the sex consent document").

15 33. The RESPONDENT admitted on two separate occasions to the Division that he had the
16 tenant sign the sex consent document.

17 34. The residential, property management and Section 8 agreements differed in terms of
18 responsibility for utilities and fees.

19 35. A rent receipt dated December 30, 2018, for the property showed that \$500.00 were paid.
20 There was also a note stating, "owes \$325.00 dollars eviction fee-Take from my Security Deposit."
21 "Candy paid rent, Dec power bill, trash."

22 36. On or about January 18, 2019, a communication from the tenant to the RESPONDENT
23 stated that she found the power bill for November/December and that the bill was for \$171.03 but the
24 RESPONDENT made her pay \$300.00.

25 37. The tenant also found out that the trash bill was \$44.76 for every three months, however
26 the RESPONDENT charged her \$55.00.

27 38. The tenant also stated that "as of Tuesday" the water was put under someone else's name.
28

1 39. On or about February 4, 2019, a communication from the tenant to the RESPONDENT
2 stated that the lady from Nevada Energy was correct and that the RESPONDENT overcharged her and
3 claimed that she still owed \$39.00.

4 40. On or about March 3, 2019, a communication from the tenant to the RESPONDENT
5 showed that the tenant went to the RESPONDENT's home to pay her rent for March 2019 in the amount
6 of \$1,051.00 that the RESPONDENT said she owed.

7 41. The RESPONDENT refused to accept the rent unless the tenant paid \$4,485.00.

8 42. THE RESPONDENT threatened the tenant that if she did not pay the \$4,485.00, she was
9 to "Get the f... out of the house."

10 43. The tenant told the RESPONDENT that she was going to be returning to Nevada Legal
11 Services to show them what happened at his home.

12 44. On or about March 3, 2019, tenant told RESPONDENT that she had money orders and
13 asked how the amount from \$1,056.00 went up to \$4,458.00.

14 45. On or about April 8, 2019, the tenant filed a Complaint against the complainant and the
15 RESPONDENT with the United States District Court, District of Nevada, Case #2:19-cv-00594, in which
16 she alleged discrimination and harassment causes of action in violation of the Federal Fair Housing Act.

17 46. Specifically, the Complaint stated that the RESPONDENT asked the tenant to give him a
18 "hand job" in exchange for a good start.

19 47. After the tenant refused the RESPONDENT's sexual advances, he commenced eviction
20 proceedings, which he subsequently stopped.

21 48. The complainant was a party to the complaint solely because he was the owner of the
22 property when the violations occurred involving the tenant.

23 49. The RESPONDENT did not notify the complainant of the pending lawsuit in federal court.

24 50. On or about August 6, 2019, SWAT team came to the property looking for one of the
25 tenant's friends.

26 51. On or about August 9, 2019, despite not having a lease brokerage and property
27 management agreements with Mr. Puntney for the property, the RESPONDENT represented himself as
28 the property manager for the property.

52. On September 18, 2019, the complainant informed the RESPONDENT, that he would not be renewing the lease with the tenant and the RESPONDENT needed to inform her that was her 60-day notice to move out of the property at the end of the lease.

53. The lease expired on November 23, 2019, and the tenant moved out.

54. The federal litigation is still ongoing.

55. The complainant was aware that the tenant was late on her rent twice during the 12 months of her lease.

56. However, the RESPONDENT did not inform the complainant that the tenant was late on her rent and that he had started and stopped eviction proceedings.

57. Instead, the RESPONDENT told the complainant that he was getting the rent late due to an assistant's clerical error at his office.

58. On or about April 24, 2020, the Division sent correspondence to the RESPONDENT, notifying him that a complaint has been filed against him and that the Division has opened an investigation against him.

59. In that same correspondence, the Division requested that the RESPONDENT provide the transaction file for the property.

60. The Division also requested that the RESPONDENT provide a response to the allegations in the complaint no later than May 15, 2020.

61. On or about October 4, 2021, the RESPONDENT informed the Division that he was working out of his home, he met his clients either at his home or Burger King across the street and that he asked the tenant to sign the sex consent document.

62. On or about October 4, 2021, the Division sent a follow up correspondence in which it gave the RESPONDENT until October 19, 2021, to respond to the allegations in the complaint.

63. The RESPONDENT did not respond.

64. On or about October 18, 2021, RESPONDENT was properly notified by the Division that it was bringing a complaint for disciplinary action before the Commission.

VIOLATIONS OF LAW

RESPONDENT committed the following violations of law:

1 1. RESPONDENT violated NRS 645.633(1)(h) for allowing the tenant to move into the
2 property prior to signing the residential lease agreement, which amounts to gross negligence or
3 incompetence in performing his property management responsibilities.

4 2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NRS 645.510 for allowing the
5 tenant to sign the lease at his personal residence instead of the place of business, that is listed on his
6 Broker's license issued by the Nevada Real Estate Division.

7 3. RESPONDENT violated NRS 645.633(1)(i) by engaging in conduct that was deceitful,
8 fraudulent, or dishonest by asking the tenant to sign the Direct Consent for Sexual Intercourse and/or
9 Fellatio or Cunnilingus and admitting on October 4, 2021, that he asked the tenant to sign the document.

10 4. RESPONDENT admitted to violating NRS 645.633(1)(i) during a phone call with the
11 Division on May 20, 2021.

12 5. RESPONDENT violated NRS 645.252(1) for failing to exercise reasonable skill and care
13 with respect to all parties in a real estate transaction when he:

14 a. Tried to evict the tenant without just cause; and

15 b. Failed to protect the owner (complainant) of the property and subjected him to a
16 civil lawsuit in federal court because of his unethical and disgraceful behavior.

17 6. RESPONDENT violated NRS 645.6056(1) when he acted as a property manager for the
18 property without having obtained a property management agreement signed by the owner of the property.

19 7. RESPONDENT violated NRS 645.6056(1) when the tenant signed the Exclusive Broker
20 Representation Agreement for Buyer, Seller, Leasee, Lessor, and not the owner of the property.

21 8. RESPONDENT violated NRS 645.633(1)(i), when he failed to protect the owner of the
22 property, who spent thousands of dollars in attorney's fees due to the RESPONDENT's misconduct and
23 unethical practices.

24 9. RESPONDENT violated NRS 645.633(3)(b)(2) pursuant to NAC 645.605(6), when he
25 breached his obligation to absolute fidelity to his principal's interest or his obligation to deal fairly with
26 all parties to a real estate transaction when he failed to notify the complainant, who was the owner of the
27 property of the federal civil lawsuit filed against him.

28 ...

1 **ORDER**

2 1. RESPONDENT shall pay an administrative fine to the Division in the amount of \$90,000.00
3 along with the Division's costs in the amount \$4,039.76, for a total amount of \$94,039.76 due to the
4 Division ("Amount Due"). The Amount Due shall be payable to the Division within 90 days from the
5 effective date of this Order.

6 2. All real estate licenses and property management permits issued by the Division to
7 RESPONDENT are hereby revoked.

8 3. If payment is not actually received by the Division on or before its due date, it shall be a
9 default by RESPONDENT. In the event of default, any licenses not revoked under this order held by
10 RESPONDENT shall be immediately suspended, and the unpaid balance of the administrative fine and
11 costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the
12 Division within ten calendar days of the date of default, and the Division may obtain a judgment for the
13 amount owed, including collection fees and costs.

14 4. The Commission retains jurisdiction for correcting any errors that may have occurred in
15 the drafting and issuance of this document.

16 5. This Order shall become effective on the 12th day of May 2022.
17 DATED this 12th day of April, 2022.

18 REAL ESTATE COMMISSION
19 STATE OF NEVADA

20
21 By: 
22 President, Nevada Real Estate Commission

23 Submitted by:
24 AARON D. FORD
25 Attorney General

26 By: /s/ Virginia T. Tomova

27 VIRGINIA T. TOMOVA, Esq.
28 Deputy Attorney General
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
(702) 486-3894
Attorneys for Nevada Real Estate Division

STEVE SISOLAK
Governor

STATE OF NEVADA
REAL ESTATE COMMISSION



Terry Reynolds
Director

DARRELL PLUMMER
President
SPIRIDON "SPIROS" FILIOS
Vice-President
LEE GURR
Secretary

DATE: 4/12/2022

RESPONDENT: Allan N. Rothstein

CASE#: 2020-359

HEARING DATE: 3/29/2022

STATEMENT OF HEARING FEES AND COSTS PURSUANT TO NRS 622.400(2)

Administrative Costs: \$ 100.00

Investigative Costs: \$ 1,470.00

Commission Costs: \$ -

Attorney Fees: \$ 2,469.76

Witness Costs: \$ -

Court Reporter Costs: \$ -

Other Services (Describe service below): \$ -

TOTAL AMOUNT DUE: \$ 4,039.76 *This does not include any fines or restitution ordered by the Commission

EXHIBIT 3

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 3rd 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 18th 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.

Notice of Rent Payment/Program Abuse Warnings, SNRHA - H0082

Rev. 11-2016



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.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

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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.