

**FILED**

**FEB 14 2023**

**REAL ESTATE COMMISSION**  
**BY** 

Respondent Answer to Complaint in Case No 2021-405

Real Estate Division vs. Eris Atar-Krupski (S.0192427)

The following are my answers to the allegations stated in the Complaint:

1. I fully acknowledge that my license was issued on February 3, 2021. However, the Department failed to issue a timely license, as all required information was sent on December 21, 2020. Due to Covid, I was unable to go in person to the Department. Greg Hartman reviewed the complete file with me and will attest to its completion. I kept on calling the Department and finally was answered via e-mail on January 25, 2021. All information was sent to Department in my July 15, 2021 correspondence. (See Exhibit A) I did not act as a salesperson until my license was issued; I acted as the family close friend.
2. Denied. Please see Affidavit by Batti Atar dated February 6, 2023 (See Exhibit D) The Chau were aware of the fact that my license has not arrived yet (since I shared it with Dr. Chau) and I am acting as a family friend.
3. Denied. Per Greg Hartman and the MLS information he provided, it was listed for 2.5%. At no time did I have access to the MLS, thus I have only second hand knowledge from Greg who provided the following document. (See exhibit B).
4. Denied. The Tenaya property is located next to my best friend house in Las Vegas. She informed me that her neighbor is interested in selling so I forward that knowledge to Therese, our family friend. This was not an act of a salesperson, rather a family friend that is trying to help the family before the property goes on the market. (See Exhibit E)
5. Denied. I only acted as an intermediary and not as a Salesperson. I was not in Las Vegas for these dates and acted as a communication coordinator due to the time restriction of the 1031 exchange on behalf of Dr. Chau. He had asked me to speak to Greg to help expediate the process so he would not miss his financial gain by the 1031 Exchange.
6. Denied. I acted as an intermediary between Greg Hartman and the Chaus only due to my close ties relationship as a long time family friend. Greg Hartman compiled all information. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange

7. Denied in part. I only acted as an intermediary and not as a Salesperson. Dr. Chau requested that I would be involved as his trusted confidant. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange
8. Denied in part. I only acted as a go between. The Chau expected an immediate answer and Greg was not always quick to respond, thus they preferred that I would communicate with Greg. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange.
9. Denied in part. As I explained above, I was acting only as an intermediary between the Chau and Greg. My response time was quicker and I would call Greg and text him to receive answers. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange.
10. Denied. All communications were through Greg Hartman. I was only the intermediary. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange.
11. Denied. All communications were through Greg Hartman. I was only the intermediary. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange.
12. Denied. All communications were through Greg Hartman. I was only the intermediary. Dr. Chau asked me to quicken Greg's pace so he would not miss his financial gain by the 1031 Exchange.
13. Denied. No agreement was created. Greg Hartman showed the Stavanger property to the Chau on January 25, 2021. I received a call from Greg Hartman, sometime in early February 2021, informing me that Jeff renegotiated his commission and cut it off by 0.5%. He asked me to inquire with Dr. Chau. I brought it to Dr. Chau's attention and he voluntarily proceeded with texts assuring that the original commission will be honored. Dr. Chau acknowledged to me on the phone that what Jeff did was wrong. Jeff called me and asked for forgiveness for his act. He was upset that I shared his wrongdoing with his father who was the buyer. My only knowledge of such was through Greg Hartman, I was working in Los Angeles at that time and was pulled in by Greg and the family to help as a family friend.
14. Denied. All documents were executed and done by Greg Hartman; I never had any access to such, thus denied.

15. Denied. Greg Hartman gave me different information and insisted upon the 2.5% commission as listed at the time he showed the property.
16. Denied. No access to such documents; Greg Hartman had them all; I never filled any of these.
17. Denied. No access to such documents; Greg Hartman had them all; I never filled any of these.
18. Denied. I never presented my self as "attorney of record". I had no access to such documents, nor was I privy to them. Again Dr. Chau looked at me as his trusted confidant and more like a family closed friend that has legal knowledge given that I am an attorney licensed in PA.
19. Denied. I never presented myself as an attorney licensed in NV. I am an attorney in PA and this is not in dispute. The family was aware of that fact and also of the fact that I am working at a full time capacity in Los Angeles and only agreed to help due top the family friendship. These were the only purchases/sales I was involved in ever, in Nevada. This was a special circumstance of helping a family friend. No legal fees were ever paid by the Chaus and at no point did I act as an attorney (at NV closings attorneys are not required, unlike other jurisdictions). The Chaus benefited from my legal knowledge and experience; then proceeded to abuse the family friendship and are spreading lies of my good name and character.
20. Admitted with reservation that the Division failed its due diligence during Covid and delayed my license unnecessarily due to their mistake. License should have been issued in late December 2020. I did not act as a salesperson prior to the issuance of my license.
21. Denied. Jeff and Dr. Chau admitted that Jeff's maneuver behind Greg's back was immoral and inappropriate and thus voluntarily offered the 0.5% as evident by their 2-25-21 correspondence NRED 74, NRED 115 and NRED 117.
22. Neither admitted nor denied. This complaint was brought after Therese Lu attempted to extract a 20% referral fee from me and was denied. She emailed me on March 27, 2021 and also approached my mother and was denied by both. Email was sent to the department but is also attached here (Exhibit C). Also see Affidavit of my mom (Exhibit D)

23. Denied. The notice was never sent to me. Information was sent to Greg Hartman. The first time I heard from the Division was on January 21, 2023 when I received certified mail to my residence with the Complaint and supporting documents. At no point in time did I receive a call to inquire or investigate, to hear my version while the investigation is ongoing. The Division does not show record of my July 15, 2021 correspondence plus attachments that were sent. There was a failure to communicate with me (The only communication went through Greg Hartman until 1-21-23), which is extremely prejudicial towards me.

### **Violations of law**

24. DENIED.

I served only as an Intermediary between Greg and the Chau who abused our trusted relations as close family friends when their request for a kickback was not complied with. I only received compliments from the Chau as evident by the constant requests that I will act as a go between and help them and by Therese compliments in her email to me (Exhibit C).

NRS 645.633 disallow paying a compensation of a finder's fee to a non-licensed person (Thus, Therese Lu request)

All offers that went out and all communication were through Greg. I only served as an intermediary as a close family friend. Dr. Chau asked me to quicken Greg's pace so he won't miss his financial gain by the 1031 Exchange. This was a one-time favor for a friend as evident by my non-involvement in real estate as I worked somewhere else at a full time capacity.

25. DENIED.

None of the allegations are true.

26. DENIED.

None of the allegations are true.

### **COUNTER ARGUMENT**

25 & 26 bring same accusations twice and expose Respondent to double jeopardy. NAC 645.605 details considerations in determining certain misconduct but should not be used to bring the same allegation twice.

At no time did I present myself to the Dr Chau as an attorney in Nevada. He knew my license is in PA and that I work a full time position in Los Angeles. He treated me as his personal confidant (due to my relationship with Therese Lu) and he was happy that I have an attorney education, license, and

experience to help him throughout this process. There were instances that he asked me not to share information with the rest of his family and I assured him that I only discuss matters with him. The information he states is incorrect and he has perjured himself with this Complaint.

NRED 35 is wrong as Greg showed me a different document (see Exhibit B) and I was only able to proceed but what Greg told me. As my broker he had the power to see, execute and change documents.

In short, this Complaint was brought maliciously and viciously to ruin my good name and reputation when Therese Lu (the matriarch of the family) requested an illegal kick back and was denied. The family wanted to enjoy trusted services and were ungrateful in their dealings to bring this Complaint. They were extremely difficult to work with and complained about Greg's inefficiency non-stop. Due to this fact I acted as an intermediary to appease them. I did not perform any other sales in Nevada and unless Dr. Chau insisted upon my involvement as his confidant, I would have not been involved but in the big picture.

I reserve the right to present further documents, defense and legal arguments as I dig through what transpired over two years ago.

Eris Atar-Krupski, Esquire

*Eris Atar-Krupski*

February 13, 2023