

**In the
Supreme Court of the State of Nevada**

Electronically Filed
Jun 01 2020 06:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DAPHNE WILLIAMS,

Defendant-Appellant,

vs.

CHARLES “RANDY” LAZER,

Plaintiff-Respondent.

Supreme Court No. 80350

Appeal from the
Eighth Judicial District Court
for Clark County, Nevada

District Court Case No.
A-19-797156-C

**APPELLANT’S APPENDIX
VOLUME I OF III**

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DATED this 1st day of June, 2020.

RANDAZZA LEGAL GROUP, PLLC

/s/ Marc J. Randazza

Marc J. Randazza (NV Bar No. 12265)

Alex J. Shepard (NV Bar No. 13582)

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Attorneys for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of June, 2020, a true and correct copy of this Appendix was served upon all counsel of record by electronically filing the document using the Nevada Supreme Court's electronic filing system.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tim Rothwell", is written over a horizontal line.

Employee,
Randazza Legal Group, PLLC

DISTRICT COURT CIVIL COVER SHEET

CLARK

County, Nevada

Case No.

(Assigned by Clerk's Office)

Steven D. Grierson

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Charles "Randy" Lazer
Hecker Real Estate and Development
4955 S. Durango Suite 155
Las Vegas, Nevada 89113

Defendant(s) (name/address/phone):

Daphne Williams
1404 Kilimanjaro #202
Las Vegas, Nevada 89128
(909) 714-6155

CASE NO: A-19-797156-C
—Department 15

Attorney (name/address/phone):

702-271-1295
Pro Per Email: ran314@gmail.com
Charles "Randy" Lazer
Hecker Real Estate & Development
4955 S. Durango Stc 155, Las Vegas, NV 89113

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

Real Property	Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort
Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

Business Court filings should be filed using the Business Court civil cover sheet.

6/16/19

Date

Charles "Randy" Lazer
Signature of initiating party or representative

See other side for family-related case filings.

1
2
3
4 COMP (CIV)
5 CHARLES "RANDY" LAZER
6 4955 S. Durango Ste. 155
7 Las Vegas, NV. 89113
8 Tel. (702) 271-1295
9 e-mail:ran314@aol.com
10 Plaintiff in Proper Person

11
12
13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

11 CHARLES "RANDY" LAZER,
12 Plaintiff,

13 vs.

14 DAPHNE WILLIAMS,
15 Defendants.

)
)
) Case No.
) Dept. No.

)
) Hearing Date: N/A
) Hearing Time: N/A
)

16
17 **COMPLAINT – TORT AND DEFAMATION**
18

19 DATED this 18th day of June, 2019.
20

21 By: Charles "Randy" Lazer
22 CHARLES "RANDY" LAZER
23 4955 S. Durango Ste. 155
24 Las Vegas, NV. 89113
25 Tel. (702) 271-1295
26 e-mail:ran314@aol.com
27 Plaintiff in Proper Person
28

1 Charles "Randy" Lazer, Plaintiff,

2 Vs.

3
4 Daphne Williams, Defendant,

5 Comes now plaintiff, Charles "Randy" Lazer, and alleges against
6 defendant Daphne Williams:

7
8 At all times herein the parties have been residents of the State
9 of Nevada, County of Clark, for which the court has personal and
10 subject jurisdiction of all matters contained herein.

11 On or about May 20, 2017, the defendant, entered into a contract
12 to purchase real property situated at 1404 Kilimanjaro #202, Las
13 Vegas, Nevada. Attached hereto is a copy of the purchase
14 agreement, listed as Exhibit 1.

15
16 Rosane Krupp, was the owner, and, June 30, 2017, was the date of
17 the close of escrow, stipulated in the contract. Defendant was
18 a tenant of the property, and had lived there for approximately
19 five months.

20 Plaintiff solely represented the seller, which was designated on
21 the contract. Defendant opted not to be represented, also noted
22 on the contract.

23
24 Defendant stated she desired to pay a lower price for the condo,
25 by saving from the commission the seller would have to pay to
26 her real estate broker. Defendant also relayed that she would
27 confer with her brother, who was a licensed real estate agent.
28 Per the terms of the contract, defendant was obligated to pay
for the condo questionnaire required by her lender, noted in

1 Exhibit 1.

2
3 On or about June 24, 2017, Plaintiff was advised by defendant's
4 mortgage lender that escrow would not close by the contract date
5 of June 30, 2017, and that a minimum two week extension would be
6 necessary.

7
8 This was due to defendant's negligence to pay for the condo
9 questionnaire in a timely manner, per conversations with the
10 Plaintiff from Defendant's mortgage lender, Brian Jolly, and the
11 manager of the mortgage company, Alterra Home Loans.

12
13 Plaintiff represented the seller, who instructed Plaintiff to
14 communicate to Defendant, that if the property failed to close
15 escrow by the contract date of June 30, 2017, there was no
16 guarantee of an extension.

17
18 Without an extension, Defendant's earnest money deposit would be
19 forfeited, and Defendant would then have to vacate the property,
20 noting the lease agreement had also expired.

21
22 Plaintiff communicated this information to Defendant on or about
23 June 24, 2017. Plaintiff perceived Defendant as being upset and
24 agitated of the likely loss of the condo, due to Defendant's
25 negligent behavior.

26
27 On June 27, 2017, three days before the required closing of
28 escrow per the contract, Defendant sent a text message to

1
2 Plaintiff that was false and defamatory, stating;

3
4 "Randy if this racist, sexiest (sic, sexist), and unprofessional
5 behavior of yours continues, and Rosane (the seller I
6 represented) and I aren't able to close this deal, you will
7 leave me with no other remedy than to file a complaint with the
8 Nevada Board of Realtors and HUD against you and your broker for
9 your unethical and unprofessional behavior as noted in the
10 emails and text messages you have sent during this process".
11

12 A copy of said text message is attached hereto, as Exhibit 2.
13

14 Defendant sent this threatening text message maliciously,
15 knowing it was false, with reckless disregard for Plaintiff's
16 and Plaintiff's broker's professional reputations.
17

18 No racist, sexist, unethical, or unprofessional texts or emails
19 were ever sent by Plaintiff or Plaintiff's broker, for which
20 Defendant's written words are not of dispute.
21

22 Substantiating that the Defendant knew that the Plaintiff had
23 never sent any racist, sexist, unethical, or unprofessional
24 emails, Defendant obviously had a complete record of these
25 written communications on her electronic devices.
26

27 Prior to this communication, Defendant had thanked Plaintiff
28 approximately 16 times for his efforts, which is behavior that

1 would likely not have occurred if Plaintiff had exhibited any
2 racist or sexist conduct.

3
4 Subsequently, the Nevada Real Estate Division had no such
5 findings of any racist, sexist, unethical, or unprofessional
6 written or other communications from Plaintiff to Defendant.

7
8 Plaintiff believes, and hereon alleges this text was sent to
9 coerce Plaintiff to refrain from complying with his duties per
10 his code of ethics, in representing the seller's best interests.

11
12 With Defendant's negligence leading to an impending breach of
13 contract, and, with rising real estate values, the seller's best
14 interests were likely to cancel the escrow, and to sell to
15 another buyer at a higher price.

16
17 Defendant's threatening text stated that if the transaction
18 didn't close, Plaintiff would be subject to a complaint of
19 racism, sexism, unethical, and unprofessional behavior.

20
21 These charges of hate and prejudice are so severe, that
22 Plaintiff's real estate license, livelihood, reputation, and
23 future income well could be in jeopardy, while the Nevada Real
24 Estate Division could suspend Plaintiff's business and the
25 business of the brokerage that Plaintiff associated with.

26
27 Should the escrow be canceled due to Defendant's inability to
28 close per the contract date, Defendant would be subjected to

1 financial damage from the loss of her earnest deposit, along
2 with the expense and effort involved in moving to another
3 property.

4
5 As a result of this threatening text from the Defendant on June
6 27, 2017, Plaintiff was required by his code of ethics to
7 communicate with the seller, plaintiff's broker and
8 administrator, respond to the Defendant, and inform the mortgage
9 lender (that was acting as a facilitator for the Defendant).

10
11 Given the false and highly serious accusations of racism and
12 sexism from the Defendant, Plaintiff also notified the Nevada
13 Real Estate Division.

14
15 Per Defendant's request, and Plaintiff's highly diligent work,
16 the Seller granted an extension of escrow of 17 days, as noted
17 on Addendum 1, contained in Exhibit 1. Yet Defendant failed to
18 close escrow, breaching the terms of that addendum.

19
20 Defendant then requested another extension, for which Plaintiff
21 provided significant effort in obtaining, and subsequently
22 signed a second addendum, which extended the close of escrow, as
23 included in Exhibit 1.

24
25 Defendant breached that third extension of escrow, and requested
26 yet another extension. This required additional work from
27 Plaintiff, as noted on Addendum 3, of Exhibit 1, which the
28 seller accepted. Defendant then finally closed the escrow.

1
2 As a result of Defendant's conduct, of sending a knowingly false
3 text message to Plaintiff on June 27, 2017 (that wrongfully
4 accused Plaintiff of racist, sexist, unethical, and
5 unprofessional written communications and acts, when none
6 occurred, while threatening Plaintiff's career and reputation),
7 on or about July 25, 2017, Plaintiff sent Defendant a demand
8 letter for compensation for Defendant's fraudulent and malicious
9 written accusations.
10

11 The damages noted in the demand letter were for the time
12 Plaintiff expended in complying with his ethical standards, from
13 being in receipt of Defendant's text message of false
14 accusations of hate and prejudice. This involved communications
15 with Defendant, the seller, Plaintiff's brokerage, Defendant's
16 mortgage lender, and the Nevada Real Estate Division.
17

18 Defendant's knowingly fraudulent text message of June 27, 2017,
19 threatened Plaintiff's 26 year career, future income,
20 longstanding caring reputation, and the operations of the
21 brokerage that he worked with.
22

23 On or about August 24, 2017, approximately two business days
24 before Plaintiff was to file litigation against defendant for
25 fraud, Defendant published a knowingly fraudulent and defamatory
26 complaint with the Nevada Real Estate Division. Defendant's
27 complaint is attached hereto as Exhibit 3.
28

1 Defendant included her text message of June 27, 2017, in the
2 complaint, alleging racism, sexism, unethical, and
3 unprofessional behavior, for which the Defendant cited was in
4 texts and emails.

5
6 The written word is not of dispute, and Defendant filed this
7 complaint, despite having a record of all emails and texts from
8 Plaintiff, while knowing no such racist, sexist, unethical, or
9 unprofessional communications or acts had occurred from the
10 Plaintiff.

11
12 If Plaintiff failed to respond to Defendant's heinous complaint,
13 that knowingly falsely alleged prejudice, and hate, Plaintiff
14 would likely have lost his real estate license, along with his
15 26 year career, future income from real estate, and, his
16 tremendous longstanding reputation of caring.

17
18 Plaintiff also would likely have had to pay fines and costs of
19 an administrative hearing, probably in the vicinity of \$50,000
20 (per Plaintiff's understanding).

21
22 This complaint was filed despite Defendant's three breaches of
23 the contract, and that Defendant closed the escrow per her
24 desires.

25
26 Over the course of approximately 8 months, Plaintiff spent 52.5
27 hours of time responding to the complaint the Defendant had
28 filed, and the Nevada Real Estate Division chose to rescind a

1 hearing, and closed the case, as noted in Exhibit 3.

2
3 Not one of defendant's accusations of racism, sexism, unethical,
4 or unprofessional conduct were upheld by the Nevada Real Estate
5 Division, which again, closed the case.

6
7 Defendant had filed a knowingly fraudulent complaint, falsely
8 alleging racism, sexism, unethical, and unprofessional behavior
9 that could have wholly destroyed Plaintiff's 26 year career,
10 exceptionally caring reputation, and his ability to earn future
11 income from his profession.

12
13 Plaintiff also could have been charged in the vicinity of
14 \$50,000 for administrative costs and fines by the Nevada Real
15 Estate Division.

16
17 The filing of a knowingly fraudulent complaint alleging racism,
18 sexism, unethical, and unprofessional conduct clearly was a
19 malicious act of the Defendant, and the basis for the bulk of
20 this litigation.

21
22 (First Cause of Action Defamation)

23
24 Defendant published a defamatory statement concerning Plaintiff.

25
26 Said publication was made to a third party.

27
28 Defendant acted intentionally and/or negligently.

1
2 Plaintiff was damaged by Defendant's Action.

3
4 On the second page of Defendant's complaint, defendant included
5 her text message of June 27, 2017, attached hereto as Exhibit 2,
6 stating "Randy if this racist, sexist, and unprofessional
7 behavior of yours continues, and Rosane (the seller) and I are
8 unable to close this deal you will leave me with no other remedy
9 than to file a complaint with the Nevada Board of Realtors and
10 HUD against you and your broker for your unethical and
11 unprofessional behavior as noted in the emails and text messages
12 you have sent during this process."

13 Again, there were no racist, sexist, unethical or unprofessional
14 texts or emails sent by Plaintiff, as falsely stated per the
15 Defendant in her complaint, and for which Defendant had
16 knowledge no such texts or emails were ever sent by Plaintiff.
17 Defendant had a record of texts and email communications, while
18 the Nevada Real Estate Division was provided with a
19 comprehensive record of such.

20
21 Yet, the Nevada Real Estate Division had no findings of any
22 racist, sexist, unethical, or unprofessional communication or
23 act by Plaintiff, and dismissed the case.

24
25 Thus, Defendant's statement in her complaint published with the
26 Nevada Real Estate Division was knowingly false, highly
27 defamatory, malicious, and meets the requirements noted above
28 for defamation as a cause of action.

1
2 Again, Plaintiff had to expend 52.5 hours of time over
3 approximately 8 months, living with the stress of having his
4 career, reputation, and financial well-being threatened, due to
5 the knowingly fraudulent complaint filed by Plaintiff.
6

7 To the best of Plaintiff's knowledge, any person can make an
8 inquiry into the record of any licensed real estate agent with
9 the Nevada Real Estate Division, including complaints filed
10 against them.
11

12 To reiterate, Defendant sent 16 texts prior to her text message
13 of June 27, 2017, which thanked the Plaintiff for his efforts
14 with her real estate transaction.
15

16 This is not behavior from the Defendant indicative of racist,
17 sexist, unethical, or unprofessional writings or acts from the
18 Plaintiff, as alleged by Defendant in her text message of June
19 27, 2017.

20 The following is further documentation that per Defendant's
21 complaint against Plaintiff to the Nevada Real Estate Division,
22 the elements of defamation as a cause of action have been met.
23

24 In the first paragraph of her complaint (Exhibit 3), Defendant
25 made a defamatory statement against Plaintiff, writing that "he
26 has displayed unethical, unprofessional, racist, and sexist
27 behavior during this transaction."
28

1 Yet, Defendant provided no credible documentation of any of her
2 claims, and the Nevada Real Estate Division rescinded the
3 request for a hearing, and closed the case, not finding the
4 occurrence of one instance of such behavior as falsely claimed
5 by the Defendant.

6
7 Defendant also wrote that Plaintiff made "an unprofessional,
8 racist, and sexist comment", in the 4th paragraph of the first
9 page of her complaint to the Real Estate Division.

10
11 Defendant claimed that Plaintiff stated, "Daphne, I think you
12 are going to be successful, when you become successful and you
13 want to buy a bigger home, and if your brother is retired by
14 then, I'd be glad to be your realtor."

15
16 Obviously this is not racist, sexist, or unprofessional to
17 provide a compliment and encouragement, while offering to work
18 with the Defendant in the future.

19
20 In fact, that is exactly the opposite of acting in a racist,
21 sexist or unprofessional manner. Yet Defendant made the
22 knowingly false claim that Plaintiff made "an unprofessional,
23 racist, and sexist comment", which represents malicious intent
24 to publish such an allegation of hate and prejudice with the
25 Nevada Real Estate Division, against the Plaintiff.

26
27 In her complaint, the Defendant also stated in the second
28 paragraph of page 2, that Plaintiff had "lied on several

1 occasions", when Defendant knew that was not the case.

2
3 Lying is in violation of Plaintiff's ethical standards, yet the
4 Nevada Real Estate Division found no such violation.

5
6 Defendant wrote that Plaintiff had communicated that she "didn't
7 let the seller's movers get into the house to access her
8 property".

9
10 Plaintiff does not recall ever making such a statement, yet,
11 Defendant prevented the seller's mover from removing two chairs
12 and a table that were the seller's personal property, and for
13 which the mover had to return remove.

14
15 Moreover, Defendant refused to let the seller remove some of her
16 personal property during the first week of August, 2017, and to
17 this day has those items. The seller, Rosane Krupp will attest
18 (per her communications to Plaintiff).

19
20 Again, Defendant had refused the seller access, had on one
21 occasion refused to allow the seller's mover to remove two
22 chairs and one table, and then knowingly, wrongfully, and
23 maliciously stated that Plaintiff lied about her denial of
24 access for the removal of the seller's personal property, when
25 Plaintiff states he does not recall making any remark of the
26 sort.

27
28 Plaintiff had drawn an addendum requiring Defendant to allow the

1 seller access to remove her personal property, which defendant
2 refused to sign, as noted per email communications.
3

4 Further counts of defamation occurred from the Defendant's
5 statement at the top of page 3 of the complaint, as she wrote of
6 Plaintiff, "I wonder if his behavior, words, and assumptions
7 would have been different if I was a white male and not a black
8 female". Defendant then noted this was "based on statements Mr.
9 Lazer has made during this transaction, via text, email, and in
10 person to me, my lender, and the seller".
11

12 First, Plaintiff would inquire what texts and emails the
13 defendant would be referencing, as the written word is not of
14 dispute, or what statements that Defendant included in the
15 complaint that would substantiate Defendant's claim of being
16 treated differently. There were none.
17

18 Again, a comprehensive record of texts and emails was submitted
19 to the Nevada Real Estate Division, which had no such findings
20 of any discriminatory writings or conduct by Plaintiff, and
21 closed the case.
22

23 In fact, the evidence is overwhelming Defendant had no wonder
24 whatsoever that Plaintiff's behavior, words, and assumptions
25 would not have been any different if she had been a white male,
26 as substantiated by the following facts.
27

28 Defendant breached the terms of the contract by failing to close

1 escrow on or before June 30, 2017, while subsequently breaching
2 the terms of two additional extensions.

3
4 Defendant would have likely lost her earnest money per the terms
5 of the contract, while having had to incur additional expense
6 and effort of vacating the premises, and moving into another
7 property. That would have occurred if Plaintiff would not have
8 been extremely diligent, and behaved differently out of
9 prejudice as referenced by Defendant in her complaint.

10
11 The facts are that Plaintiff drafted an addendum for extending
12 the escrow by 17 days, after receiving the request from
13 Defendant, and speaking with Defendant's lender at length. Then,
14 Plaintiff relayed the information from the Defendant's lender to
15 the seller, speaking on multiple occasions to the seller.

16
17 Without those efforts, which took hours, Plaintiff believes the
18 transaction would have been canceled, and Defendant would not
19 currently own and occupy the property.

20
21 Defendant has knowledge of these events, and no rational person
22 could possibly wonder that that there could have been any
23 different treatment of the defendant based upon skin color,
24 gender, or other characteristics,

25
26 Despite these efforts of the Plaintiff, which extended the close
27 of escrow by 17 days, Defendant breached the terms of addendum
28 1, by failing to close escrow in that time frame.

1 of escrow by 17 days, Defendant breached the terms of addendum 1,
2 by failing to close escrow in that time frame.

3
4 Per Defendant's request, a second addendum was drawn by
5 Plaintiff, extending the escrow for a second time, which again
6 entailed great efforts by Plaintiff.

7
8 Plaintiff had to repeat the process of communicating with
9 Defendant's mortgage lender, and the seller, draft an addendum,
10 drive to and from the office, and send that to the seller, and
11 then escrow.

12
13 This further illustrates great efforts made by Plaintiff in
14 relaying the request of the Defendant, and having that realized,
15 which substantiates there could not possibly have been different
16 treatment based upon prejudice or physical characteristics. To
17 not act with diligence would have likely resulted with the
18 cancelation of the escrow.

19
20 Yet, Defendant failed to close with this second extension of
21 escrow, the third breach of contract on this transaction.
22 Plaintiff then spoke at length with the manager of Alterra Home
23 Loans, who stated that with a second extension, the escrow would
24 close successfully.

25
26 Plaintiff relayed that information to the seller, while
27 negotiating a \$250 credit from the mortgage company to the
28 seller, and drew a third addendum.

1 after Defendant's third breach of contract, for which Defendant
2 closed the escrow per her desires.

3
4 So, given the great efforts made by Plaintiff to obtain three
5 extensions of the close of escrow per the Defendant's three
6 breaches of contract, how could Defendant possibly wonder that
7 Plaintiff's behavior would have been different for a white male?
8

9 Again, Plaintiff drew three addendums extending the escrow per
10 Defendant's requests due to her multiple breaches of contract,
11 which allowed Defendant to successfully close the escrow.
12

13 Defendant, per her complaint, obviously had no rational wonder
14 of any potential discriminatory treatment, given the great
15 diligence of the Plaintiff, and the successful closing of
16 escrow.
17

18 If Plaintiff would have acted differently, Defendant likely
19 would not have received three addendums drawn by Plaintiff to
20 extend the escrow, after her three breaches of contract.
21

22 If Plaintiff would have acted differently, based upon
23 Defendant's knowingly false and wrongful reference of
24 discriminatory treatment, this would have with great likelihood
25 resulted in Defendant forfeiting her earnest deposit, and having
26 to vacate the premises.
27

28 The Plaintiff also notes that Defendant's allegations are

1 defamatory, as treating others differently based upon their
2 race, gender, or most other non-financial characteristics, would
3 be in violation of Fair Housing Guidelines, and the Plaintiff's
4 Code of Ethics. The Nevada Real Estate Division had no such
5 findings, and, closed the case.

6
7 Another defamatory writing of the Defendant was on page three of
8 her complaint, as Defendant wrote that she wondered if
9 Plaintiff's "behavior, words and assumptions would have been
10 different if: my lender was not black", and that this was "based
11 on statements Mr. Lazar (sic) has made during this transaction,
12 via text, email, and in person to me, my lender, and the
13 seller".

14
15 Again, Plaintiff inquires what specific emails or texts the
16 defendant is citing, as the written word is not of dispute. The
17 Nevada Real Estate Division had a comprehensive record of text
18 and email communications, and had no such finding of any
19 violation of ethical standards, and closed the case.

20
21 Plaintiff spoke at length with Defendant's lender, Bryan Jolly,
22 and trusted and relayed his communications to the seller.

23
24 Defendant's lender stated to Plaintiff, that barring any
25 unforeseen events, with 100% probability, the escrow would close
26 with a two week extension.

27 Plaintiff had lengthy discussions with the seller of his long
28 discussion with Plaintiff's mortgage lender, then, drew a 17 day

1 extension per addendum 1, which is part of Exhibit 3.

2
3 In deference to the Defendant's writing in her complaint,
4 Plaintiff had no idea nor had even thought of the skin color of
5 Defendant's lender.

6
7 The facts are that from drafting Addendum 1, and taking great
8 time and care to relay the communication with Defendant's lender
9 to the seller, Plaintiff wholly trusted the Defendant's lender,
10 which invalidates the reference of wonderment of discrimination
11 that Defendant wrote of.

12
13 Defendant subsequently breached addendum 1, for which Plaintiff
14 again spoke at length with Defendant's lender, relayed that
15 information to the seller (who was extremely upset as this was
16 the second breach of contract by Defendant), and, obtained
17 another extension from the seller per Addendum 2.

18
19 Defendant subsequently breached Addendum 2, and, Plaintiff then
20 negotiated a third extension with the seller, drafting Addendum
21 #3, which Defendant utilized to close escrow.

22
23 So, there was no possible wonderment per the Defendant that
24 Plaintiff would not have acted differently had Defendant's
25 mortgage lender been white or of any other race, given the great
26 diligence exercised by Plaintiff, and the successful closing of
27 the escrow, in spite of Defendant's three breaches of contract.

1 Had Plaintiff distrusted Defendant's mortgage lender, or acted
2 with prejudice to Defendant's lender (for which Plaintiff had no
3 idea of the skin color of Defendant's lender), as referenced in
4 the Defendant's writing in her complaint, Plaintiff would have
5 recommended to the seller to not offer an extension, and if
6 necessary, evict the Defendant from the property.

7
8 Plaintiff, took the time to not only speak with defendant's
9 lender, but relied on his information and judgment, and relayed
10 that to the seller, who granted not just one extension of
11 escrow, but three.

12
13 From these facts, it is clear that had plaintiff behaved any
14 "differently" due to the lender's skin color then Defendant
15 likely would have lost her earnest money and been forced to
16 vacate the property for thrice breaching the terms of the
17 purchase agreement and subsequent addendums. Yet, what occurred
18 was the successful close of escrow desired by Defendant,
19 avoiding the expenses and effort of vacating the premises.

20
21 Again, the elements of defamation as a cause of action have been
22 met per the aforementioned multiple citations of knowingly
23 false and defamatory writings on behalf of the defendant, that
24 she published with a third party (the Nevada Real Estate
25 Division), with more than a level of fault of negligence.

26
27 Another instance of defamation occurred with defendant
28 fabricating a claim that Plaintiff didn't provide her with a

1 signed copy of the contract, which would be a violation of
2 professional standards, and for which the Nevada Real Estate
3 Division had no such finding.

4
5 The defendant had refused to sign the contract first, so the
6 seller signed the contract, per Plaintiff's recall, the
7 Defendant's lender who was acting as a facilitator was involved
8 with Plaintiff forwarding the signed contract that he received
9 per email from the seller. Plaintiff subsequently received a
10 fully executed contract, signed by the Defendant.

11
12 Plaintiff forwarded that executed document to escrow, to open
13 the escrow, which could not have occurred without Defendant
14 being in possession of a signed copy of the contract, and having
15 it sent to Plaintiff.

16
17 The Defendant's claim that she wasn't provided a signed copy of
18 the contract was knowingly false and defamatory, for which
19 Defendant published such with the Nevada Real Estate Division.

20
21 This was obviously done maliciously, with knowledge she had
22 possession of a signed purchase agreement, which the seller had
23 signed first, and for which this could not have been sent to
24 escrow, to open the escrow, had Defendant not received the
25 contract sent by Plaintiff.

26
27 Given the horrific accusations of racism, sexism, unethical and
28 unprofessional conduct, along with additional allegations of

1 lying, this could have destroyed Plaintiff's 26 year career, his
2 outstanding professional reputation of caring, and his ability
3 to earn future income. Additionally this false complaint could
4 have resulted with the operations of Plaintiff's brokerage being
5 suspended, inflicting great damage.

6
7 If Plaintiff did not respond to the complaint, with great
8 likelihood, his license would have been revoked, and, Plaintiff
9 would have lost his 26 year career, and would have likely had to
10 pay administrative fees and fines in the vicinity of \$50,000.

11
12 This was the most heinous and wrongful accusation of prejudice
13 in the State of Nevada for a licensed real estate agent that
14 Plaintiff has knowledge of, in now, nearly 28 years of practice.

15
16 Of great import, Plaintiff's lifelong reputation was
17 horrifically and maliciously attacked by Defendant.

18
19 As a teacher, Plaintiff spent two years leading students in
20 community service, of delivering food and clothing to
21 impoverished black families in the Detroit area, while speaking
22 to raise money for scholarships for minority students.

23
24 In Las Vegas, as a real estate agent, Plaintiff volunteered to
25 renovate homes of black and Hispanic senior citizens who had
26 disabilities.

27
28 Plaintiff also performed on the violin at over two dozen

1 charitable functions that benefited hundreds of people of
2 minority heritage, and at predominately black churches, and
3 senior centers, giving of his time and talents.

4
5 Regarding Defendant's false and malicious accusations of being
6 sexist, Plaintiff volunteered to renovate a home for Shade Tree,
7 and, also helped to renovate a home for women who had substance
8 abuse issues.

9
10 Plaintiff submits that not just his 26 year career, but his very
11 person and lifelong reputation was fraudulently and maliciously
12 attacked by the Defendant.

13
14 Plaintiff had to endure for 8 months the stress and anxiety of
15 literally being put on trial for his career with the Nevada Real
16 Estate Division.

17
18 Plaintiff's ability to earn future income, and pursue his career
19 was in jeopardy from a false complaint of racism, sexism,
20 unethical and unprofessional conduct, that could result with
21 Plaintiff's license being revoked, and with Plaintiff having to
22 pay for the costs of administrative hearings and fines that
23 could well be in the vicinity of \$50,000.

24
25 Plaintiff had to endure this tremendous emotional duress of
26 being accused of the most hateful and prejudicial conduct he had
27 ever heard of a realtor in the State of Nevada being subjected
28 to for nearly 8 months, until the Nevada Real Estate Division

1 closed the case.

2
3 The above is why plaintiff requests punitive damages for the
4 malicious and knowingly fraudulent and hateful attack on his
5 career, his 26 year outstanding reputation of caring, and his
6 future ability to earn income.

7
8 An additional cause of action is Fraud, for which the elements
9 necessary for prevailing in the State of Nevada are;

10 The defendant made a false representation

11 The defendant had knowledge and belief that the representation
12 was false

13 The defendant acted to induce the plaintiff to act or refrain
14 from acting on the representation

15 The defendant made a representation that the plaintiff
16 justifiably relies upon

17
18 Reliance upon representations damages the plaintiff.

19
20 These elements are present in the multiple examples of the
21 defendant's writing that were previously discussed in
22 substantiating her defamatory acts, that were published in her
23 complaint with the Nevada Real Estate Division.

24
25 Defendant published that Plaintiff had engaged in racist,
26 sexist, unethical, and unprofessional conduct that the written
27 record contained.

1 This despite Defendant knew there were no such texts or emails,
2 as she was in possession of the written record. Additionally,
3 the Nevada Real Estate Division chose not to have a hearing and
4 closed the case, in possession of a comprehensive record of
5 writing communications, for which no claims of the defendant
6 were upheld.

7
8 These false and published allegations of prejudice and hate for
9 which the defendant knew no such writings were made, were
10 malicious, and defamatory.

11
12 Defendant also made false accusations that were published that
13 Plaintiff had lied, when she had knowledge that wasn't the case,
14 as previously noted. Defendant refused to allow one mover to
15 remove some personal property of the seller, and to this day has
16 some of seller's personal property, which the seller had stated
17 to Plaintiff.

18
19 Additional knowingly false statements came from Defendant's
20 claim of wondering if Plaintiff would have behaved differently
21 had she been a white male, or if her lender had not been black,
22 as discussed previously in this case.

23
24 Plaintiff had drawn three addendums per Defendant's request,
25 after her three breaches of contract, and had Plaintiff behaved
26 differently (whether based upon skin color or other personal
27 characteristics) with great likelihood, Defendant would not have
28 closed the escrow.

1
2 Had Plaintiff not exercised great diligence in speaking with
3 Defendant's lender, and trusting him, then with great likelihood,
4 Defendant would not have closed escrow, and would have had to
5 vacate the premises. Also, Plaintiff had no knowledge of the
6 skin color of Defendant's lender, never having met him.

7
8 Another fraudulent statement of the defendant found in her
9 complaint to the Nevada Real Estate Division, was previously
10 substantiated as a false and defamatory claim that Plaintiff
11 violated his professional standards of conduct, by failing to
12 provide Defendant with a signed copy of the contract.

13
14 That was not the case, for which the defendant had irrefutable
15 knowledge of, having had the executed contract sent to Plaintiff,
16 for which Plaintiff opened escrow.

17
18 The third element of fraud involves the defendant acting to
19 induce the plaintiff to act or refrain from acting on the
20 representation.

21
22 This entailed the defendant maliciously submitting a knowingly
23 false complaint to the Nevada Real Estate Division of racism,
24 sexism, unethical, and unprofessional conduct.

25
26 The defendant made written representations in filing her
27 complaint with the Nevada Real Estate Division that Plaintiff
28 was reliant upon.

1
2 If Plaintiff didn't respond, with great likelihood, Plaintiff
3 would have had his real estate license revoked, lost his 26 year
4 career, outstanding reputation, future income, and would
5 probably have had to pay in the vicinity of \$50,000 for
6 administrative fees and fines.

7
8 It is clear that the defendant's actions induced Plaintiff to
9 spend 52.5 hours of time to respond to her malicious and
10 fraudulent complaint.

11
12 Defendant likely would have knowledge of the consequences (that
13 per Plaintiff's understanding of Defendant's career in human
14 resources and training for a large utility company) of
15 submitting a complaint of racism, sexism, unethical, and
16 unprofessional conduct to a governmental agency, that could
17 obviously threaten Defendant's career and reputation.

18
19 Another instance of a fraudulent writing from the Defendant was
20 her text message of
21 of June 27, 2017, stating " Randy if this racist sexiast (sic,
22 sexist) and unprofessional behavior of yours continues, and
23 Rosane (the seller whom I represented) and I are unable to close
24 this deal, you will leave me with no other remedy than to file a
25 complaint with the Nevada Board of Realtors and HUD against you
26 and our broker for you unethical and unprofessional behavior as
27 noted in the emails and text messages you have sent during this
28 process".

1
2 The defendant had included this text message with her complaint
3 to the Nevada Real Estate Division, which was previously
4 substantiated as being fraudulent and defamatory, as defendant
5 had a complete record of all text and email communications, and
6 knew no racist, sexist, unethical or unprofessional conduct had
7 occurred through such communications.

8
9 The Nevada Real Estate Division had not upheld the written
10 claims of the defendant, and closed the case.

11
12 Additionally, prior to that text, the defendant had sent 16 text
13 messages thanking the plaintiff for his efforts, including one
14 with a smile emogic. This would be indicative that no racist,
15 sexist, unethical, or unprofessional communications had occurred.

16
17 Thus, regarding this text message of June 27, 2017, the elements
18 appear to be present for fraud as a cause of action.

19
20 The Defendant's fraudulent written communication of June 27,
21 2017, knowingly and wrongfully stated of writing of racism,
22 sexism, unethical and unprofessional conduct by Plaintiff.

23
24 Thus, it was imperative for the Plaintiff to comply with his
25 code of ethics of informing all relevant parties, and of
26 responding to the false and heinous accusations of the defendant.

27
28 Plaintiff complied with his code of ethics by communicating with

1 the seller, notifying his brokerage, sending a lengthy and
2 detailed email to the Defendant's lender (who was acting as a
3 facilitator for the Defendant), responding to Defendant, and
4 contacting the Nevada Real Estate Division, as Plaintiff was
5 reliant upon the threatening representations of the Defendant.

6
7 This text message of June 27, 2017 from Defendant, induced
8 Plaintiff to comply with his code of ethics for this
9 circumstance, as stated in the paragraph above, which involved
10 significant time and effort.

11
12 Defendant likely committed an act of extortion. Defendant's text
13 message of June 27, 2017, clearly noted that if the transaction
14 didn't close (despite that Plaintiff represented the seller, and
15 that the seller's best interests were most likely to sell to
16 another party, given the defendant's impending breach of
17 contract, which per her mortgage lender was attributed to
18 Defendant's negligence), Plaintiff would have complaints of
19 racism, sexism, unethical, and unprofessional behavior filed
20 against him, and the brokerage he works with. This threatened
21 Plaintiff's career, reputation, and the operations of
22 Plaintiff's brokerage.

23
24 Clearly from the defendant's own writing in this text message,
25 the Defendant's statement was to have Plaintiff refrain from
26 acting in compliance with his fiduciary duty to the seller, if
27 that duty entailed advising the seller to cancel the transaction.

1 If the transaction didn't close, the defendant, per her words,
2 would file a complaint that could jeopardize Plaintiff's career
3 and future earnings, and also damage the brokerage the Plaintiff
4 was associated with.

5
6 This appears to be a threat upon the Plaintiff by the Defendant
7 for Plaintiff to violate his code of ethics, or suffer
8 significantly damaging consequences, which well could be
9 extortion.

10
11 The written words of the defendant are not of dispute, and
12 appear to meet the criteria of having the plaintiff refrain from
13 acting upon the representation.

14
15 Plaintiff justifiably relied upon the written words of the
16 defendant, which wrongfully threatened his career, and the
17 operation of the brokerage that his real estate license is with.

18
19 Plaintiffs' justifiable reliance on the Defendant's words and
20 threats was substantiated by the Defendant filing a fraudulent
21 complaint of racist, sexist, and unethical conduct with the
22 Nevada Real Estate Division.

23
24 It is one thing to submit a complaint to the Nevada Real Estate
25 Division that may lack basis.

26
27 However, to submit a complaint of hate, to fraudulently allege
28 racism, prejudice, sexism, lying, unethical and unprofessional

1 Division that may lack basis.

2
3 However, to submit a complaint of hate, to fraudulently allege
4 racism, prejudice, sexism, lying, unethical and unprofessional
5 conduct in writing, where the defendant had knowledge no such
6 conduct occurred, (and for which the Nevada Real Estate Division
7 had no such findings) is malicious, and heinous.

8
9 Wherefore Plaintiff sent Defendant a Demand Letter by certified
10 mail, and also by email, of which the letter and receipts of
11 certified mail are attached hereto in Exhibit 4.

12
13 It is clear that with Defendant's background in Human Resources
14 and training with a large utility company (per Plaintiff's
15 understanding), Defendant acted with malicious intent to destroy
16 Plaintiff's career, knowing the severe consequences Plaintiff
17 could be subjected to from a finding of racist and sexist
18 behavior, that would be in violation of Fair Housing Laws and
19 Plaintiff's Code of Ethics.

20
21 Plaintiff believes Defendant acted with intent and malice to
22 attempt to destroy Plaintiff's 26 year career, tremendously
23 caring reputation, and his ability to earn future income. This,
24 in spite of Defendant's three breaches of contract, and,
25 Plaintiff's highly diligent work that led to the Defendant
26 successfully closing escrow.

27
28 To knowingly and falsely accuse another of racism and sexism, of

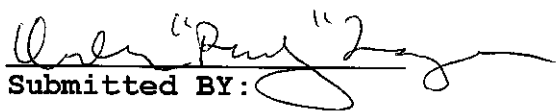
1 prejudice and hate where one has stood against such for their
2 entire life, is heinous. To do so with the intent to destroy a
3 26 year career, one's ability to earn future income, and their
4 wonderful longstanding reputation of caring is again, heinous.

5
6 Wherefore Plaintiff requests Judgment against Defendant as
7 follows:

8
9 1) Compensatory Damages in excess of \$10,000

10
11 2) Punitive Damages in excess of \$10,000

12 For such other and further relief that this court deems necessary and proper in this matter.
13
14
15
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17
18

19 
20 Submitted BY:

6/10/19
Date:

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AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding pleading/document
does not contain the social security number of any person.

DATED this 18th day of June, 2019.

By: Charles "Randy" Lazer

CHARLES "RANDY" LAZER
4955 S. Durango Ste. 155
Las Vegas, NV. 89113
Tel. (702) 271-1295
e-mail: ran314@aol.com
Plaintiff in Proper Person

COVER SHEET for EXHIBIT 1

10 page purchase agreement executed by the Defendant

With 3 Addendums executed by the Defendant.

Total pages including the cover sheet: 14



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 5/16/17

X Daphne Williams ("Buyer"), hereby offers to purchase
1404 Kilamogard #202 ("Property"), within the
city or unincorporated area of Las Vegas, County of Clark, State of Nevada,
Zip 89128, A.P.N. # 138-28-513-274 for the purchase price of \$ 86,000
(Eighty Six Thousand) dollars ("Purchase Price") on the terms and conditions
contained herein. BUYER ☐ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 1,000 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐ . Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 69,800 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

\$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____
Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 16,200 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 86,000 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Done Within _____ business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilamogard #202 UNV

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X BUYER(S) INITIALS: DW
X SELLER(S) INITIALS: PK

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AA 036

applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 25 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. CASH PURCHASE: Within _____ business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY: This Agreement ☒ is not **-OR-** ☐ is contingent upon the sale (and closing) of another property which address is _____

Said Property ☐ is ☐ is not currently listed **-OR-** ☐ is presently in escrow with _____

Escrow Number: _____ Proposed Closing Date: _____

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: Refrigerator, Washer, Dryer

per Rose Knapp
5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Tilco or other title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Jodie Henley ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kalamazoo #202 W, NV

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BUYER(S) INITIALS: DW

SELLER(S) INITIALS: JK

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the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 6/30/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

7. BUYER'S DUE DILIGENCE: Buyer's obligation is X is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow. Due Diligence Period to commence upon buyer's receipt of appraisal DW

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

X Buyer's Initials Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilauea

X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: PK

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D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection		Well Inspection (Quantity)	
Home Inspection	Buyer	Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection		Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer pays for Appraisal	Other:	

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kalamazoo #202 W, NV

Rev. 05/16

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X BUYER(S) INITIALS: DW
X SELLER(S) INITIALS: RK

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1 exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing
2 notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All
3 title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

4
5 **D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute
6 \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including ~~OR~~ ☐ excluding
7 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
8 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

9
10 **E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
11 Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives ~~OR~~ ☒ requires a Home Protection Plan with
12 all risks or one. ☐ Seller ~~OR~~ ☐ Buyer will pay for the Home Protection
13 Plan at a price not to exceed \$ 350. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
14 any representation as to the extent of coverage or deductibles of such plans. current Home Protection Plan
15 to be extended to 1 year from the close of escrow.

16 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
17 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
18 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
19 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
20 Property may be reassessed after COE which may result in a real property tax increase or decrease.

21
22 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
23 Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale
24 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
25 within one (1) business day of Seller's receipt thereof.

- 26
27 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
28 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
29 to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or
30 his authorized agent.
31 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
32 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
33 of the RPA.
34 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
35 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
36 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
37 penalties at COE.

38
39 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
40 BUYER, 50/50, WAIVED or N/A.)

41

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	<u>Seller</u>	CIC Capital Contribution	<u>Buyer</u>	CIC Transfer Fees	<u>Buyer</u>
Other: _____					

42
43 **11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
44 following Disclosures and/or documents. Check applicable boxes.

- 45 ☒ Seller Real Property Disclosure Form: (NRS 113.130) ☐ Open Range Disclosure: (NRS 113.065)
46 ☐ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the
47 Sellers Real Property Disclosure Form (NRS 40.688)
48 ☐ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
49 ☐ Other: (list) _____
50

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilamaryn #202 LV, NV

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AA 040

12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE - OR - 2 weeks before. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller. *Buyer currently occupies the property as a tenant*

15. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

45. **BUYER(S) INITIALS:** DW **SELLER(S) INITIALS:** RK

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams
Property Address: 1724 Kalamazoo #202, WY

BUYER(S) INITIALS: DW
SELLER(S) INITIALS: RK

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Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will ~~OR~~ ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Hilanman #202 NW

X BUYER(S) INITIALS: DW

SELLER(S) INITIALS: PK

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1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25 26 24. SIGNATURES, DELIVERY, AND NOTICES:

27
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31
32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this
33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be
36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to
37 Escrow in the same manner.

38
39 25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

42
43 26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement
44 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
45 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
46 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
47 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
48 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
49 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
50 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
51 such prevailing party.

52
53
54 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
55 the terms of this Agreement.

56
57 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilanay #202, LV, NV

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X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: PK

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27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: Randy Lutzer and Hecker Real Estate and Development only represent the seller. The buyer has indicated no formal real estate representation and is not charged with any brokerage fees. The buyer is advised to seek legal counsel to review the contract or for any concerns. The buyer is a tenant entitled to the refund of \$50 Security Deposit and a refund for any prorated rent.

Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: None
Company Name: _____
Broker's License Number: _____
Phone: _____
Fax: _____

Agent's Name: _____
Agent's License Number: _____
Office Address: _____
City, State, Zip: _____
Email: _____

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☐ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Buyer must respond by: 6:00 ☐ AM ☒ PM on (month) May, (day) 21 (year) 2017. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

D. Williams
Buyer's Signature

Daphne Williams
Buyer's Printed Name

5/21/17 5:34 ☒ AM ☒ PM
Date Time

Buyer's Signature

Buyer's Printed Name

Date Time ☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kulanajaro

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X BUYER(S) INITIALS: DW
X SELLER(S) INITIALS: PL

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Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: Victor Hecker

Agent's Name: Barbara Lazer

Company Name: Hecker Real Estate & Development

Agent's License Number: 25722

Broker's License Number: _____

Phone: 702-271-1295

Office Address: 4455 S. Durango #155

Fax: 702-966-3762

City, State, Zip: Las Vegas, NV 89113

Email: bar314@aol.com

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

☒ SELLER DECLARES that he/she ☒ is not -OR- ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: _____

☒ ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

Seller's Signature Kara Krupp

Seller's Printed Name Rosane Krupp

Date 6/18

Time 9:00 ☒ AM ☐ PM

Seller's Signature _____

Seller's Printed Name _____

Date _____

Time _____ ☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kiliimanjaro #202 LV, NV

BUYER(S) INITIALS: DW

SELLER(S) INITIALS: FK

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6/28/17, 2:04 PM



ADDENDUM NO. 1
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosane Krupp
as Seller(s), dated 5/16/17
covering the real property at 1404 Williams Ave #202 Las Vegas
the ☐ Buyer ☒ Seller hereby proposes that the Purchase Agreement be amended as follows:

- ① Close of escrow to be on or before 7/17/17
- ② Seller not to contribute any money for repairs
- ③ Should escrow not close on or before 7/17/17 then
no fault of the seller the seller will likely issue an
instruction calling for the release of the earnest
money to the seller in compliance with the terms
of the contract

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

[Signature] [Signature] [Signature]

4025 S. W. 1st

☐ Buyer ☒ Seller

6/28/2017

Date

D. Williams

☒ Buyer ☐ Seller

6/28/17

Time

Acceptance:

☐ Buyer ☐ Seller

Date

Back to Message 20170716_102348.pdf 1 / 1

⬇ ⌕ ✕

ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Bobbie Krupp
as Seller(s) dated 5/16/17
covering the real property at 1404 K. Williams Ave #202 Las Vegas, NV
the Buyer/Seller hereby proposes that the Purchase Agreement be amended as follows:

- ① Close of escrow to be on or before 7/20/17
- ② Rent to be prorated at \$8.33 per day from 7/15 to the close of escrow and credited to the Seller.

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without (1) additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Bobbie Krupp
☐ Buyer ☒ Seller

Date

☐ Buyer ☐ Seller

Time

Acceptance:
D. Williams
☒ Buyer ☐ Seller

7/18/17
Date

ADDENDUM NO. 3
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosanne Krupp
as Seller(s), dated 5/16/17
covering the real property at 1404 Williams Ave #202 Las Vegas, NV
the ☒ Buyer ☒ Seller hereby proposes that the Purchase
Agreement be amended as follows:

- (1) Close of escrow to be on or before 7/24/17
- (2) Buyer to pay a \$250 late fee to the seller
- (3) Penalty of \$28.33 to be prorated through close of
escrow change to the buyer and executed to the
seller

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the
additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned
Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT
FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL
COUNSEL BEFORE SIGNING.

X Rosanne Krupp 07/20/17
☐ Buyer ☒ Seller Date

☐ Buyer ☐ Seller Time

Acceptance: D Williams 7/21/17
☒ Buyer ☐ Seller Date

☐ Buyer ☐ Seller Time

Prepared by: Ronny Lazer 702 271-1045
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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InstantForms

COVER SHEET for EXHIBIT 2

A photo of the text message from Defendant to Plaintiff

Sent from Defendant's phone (909) 714-6155

Received by plaintiff on July 27, 2017, at 12:35 pm

Total number of pages including the cover sheet: 2

11:50 67%

< +19097146155



12:35 PM, Jun 27

Randy, if this racist sexiest and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process.



Copy text



Share



COVER SHEET FOR EXHIBIT 3

Complaint submitted to the Nevada Real Estate Division by the Defendant, on or about August 24, 2017, signed by the Defendant, under penalty of perjury.

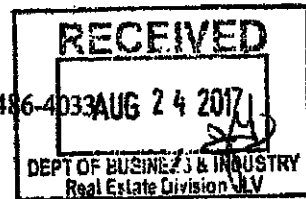
These are the 5 pages the Plaintiff received from the Nevada Real Estate Division including the Defendant's signature under penalty of perjury of the complaint being "true and correct"

The sixth page is a signed letter from Daryl McCloskey of the Nevada Real Estate Division, who was the Compliance/Audit Investigator of this Case No. 2017-1893, which stated "of the Division's decision to rescind our recommendation to proceed to a hearing for the above referenced case, therefore the Division is closing this case".

Total pages including the cover sheet: 7

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102 * (702) 486-4033
e-mail: realest@red.nv.gov * <http://red.nv.gov/>



STATEMENT OF FACT

(Please Print or Type)

Your Name Daphne L. Williams 909-714-6155
(Home Phone) (Business Phone)
Address 1404 Kilimanyaro Lane, Unit 202 Las Vegas NV 89128
(Street) (City) (State) (Zip)
Email Address dwilliams123@gmail.com (Optional)

Please complete the following information concerning your complaint. Our ability to investigate the matter will depend largely upon your giving us a complete and detailed sworn statement. **ATTACH ALL PERTINENT PAPERS AND/OR DOCUMENTS TO COPIES OF THIS FORM.** Keep originals for your file. A copy of this statement may be offered to the party against whom you make this complaint.

Complaint against Charles Randy LAZAR
Name of firm Hecker Real Estate + Development
Address 4955 S. Durango, Ste 155 Las Vegas, Nevada, 89113
Telephone No 702-271-1295 Date of transaction 5/23 - 7/24/17
Where is the real property located? 1404 Kilimanyaro Lane, Unit 202 Las Vegas NV 89128
Did you seek legal counsel? Yes If "Yes," state name and address Amy Gamage 702-386-1775 Village Center Circle, Suite 190, Las Vegas, NV 89134 9529
Is any legal action pending? .

Attorney email agamage@gamagelaw.com

CONSIDER THE FOLLOWING CAREFULLY

- ❖ This Division is not empowered to compel anyone to accede to demands of any kind, i.e., we cannot compel cancellation of listing agreements, purchase contracts, etc., or refunds of any kind. In this regard, we suggest that you seek private counsel to protect your interests, as we are not authorized to give legal advice.
- ❖ We will investigate the matter to determine whether the available evidence warrants administrative action against a licensee or subdivider. You will be advised of our conclusions when drawn. If it is determined that administrative action is warranted it may be necessary for you to appear and testify.
- ❖ Do not delay any civil action you might be considering in the matter, as considerable time will be required to complete our investigation and any subsequent action due to workload and time required to develop supporting evidence.
- ❖ If a court judgment has been obtained against a licensee for fraud, misrepresentation or deceit, a Real Estate Education, Research and Recovery Fund is available for petition if the judgment has not been satisfied.

I declare under penalty of perjury under law of the State of Nevada that the foregoing attached statement consisting of 53 pages is true and correct.

Executed on 8/24/17 D. Williams
(Date) (Signature)

August 23, 2017

To: Nevada Real Estate Division

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

This complaint is being written against Randy Lazer, in regards to his lack of professionalism he demonstrated during this process. In my opinion, he has displayed unethical, unprofessional, racist and sexist behavior during the transaction where he represented Rosane Krupp owner of the property at 1404 Kilimanjaro Lane, Unit 202, Las Vegas, Nevada 89128.

I am the buyer and I didn't have a realtor represent me as the seller and I had a good relationship at the time. I was trying to help her get as much money as possible out of this deal. She was my landlord from Jan. 15, 2017 – July 15, 2017.

When the seller decided to sell the property, she called me to see if I wanted to buy the property. Originally, I said, "no." I called her a few days later and said, "yes." Based on Mr. Lazer's guesstimate of the property value of 85,000.00 I made an original offer of 85,000.00. It was later changed to 86,000.00 as the seller was reluctant to accept the 85K. She wanted 90-94K.

On May 13, 2017 or there about, Mr. Lazer came to the property which I have been renting from the seller since Jan. 15, 2017 to take pictures of the property. During that meeting, he made an unprofessional, racist and sexist comment. He said, "Daphne, I think you are going to be successful. When you become successful and you want to buy a bigger home and if your brother is retired by then, I'd be glad to be your realtor. Since he doesn't know me, I am not sure what all his assumptions were based on.

During that visit, he also shared confidential information with me regarding the seller, which I understand realtors aren't supposed to do. He told me that he and Rosane had met on an online dating site. I was not aware of this information. I thought he was the realtor that originally sold her this property as his name was on the Old Republic home warranty that had been effective since Jan. 2017. He told me that when the seller rented me the place back in Jan, 2017, she contacted him to help her move. He also told me that when the seller broke up with her last boyfriend, she contacted him (Mr. Lazer) to help her move her things back from Tonopah to Las Vegas. He talked about how he had to get up on a ladder to get her storage bins down.

He said, "To help Rosana out because she has been through so much this year, I talked my broker into only charging her 1000.00 in commission to do this deal."

Throughout this entire process, he has been very unprofessional and condescending. Please see the numerous emails from Mr. Lazar to both my lender and me. You will note the unprofessional tone and choice of words he used, such as: "If Daphne doesn't like it...", "That ain't going to happen, let me tell what is going to happen."

pg. 1

AA 054

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilamanjaro Lane, Unit 202 Las Vegas, Nevada 89128

I question his ethics as he made several attempts to try to communicate with the appraiser. In fact, he demanded the contact information of the appraiser, even though I was going to give the appraiser access to the property and not him. He stated, that on many occasions he has requested and been given access to appraisers so he could give them information that would help them appraise the property. Mr. Lazer sent an email to the lender on June 9, stating that he had been able to send the appraiser an email with comps and additional information on similar properties. He said, "I don't know if I hadn't sent that information to the appraiser I don't know it may or may not have come in at 86K. He also sent emails on June 6-9 noting his practice of speaking with appraisers and sending them documents/comps in advance of the appraisals being conducted. Per my conversation with the Real Estate Division, this is not supposed to happen.

He has lied on several occasions. He stated that I didn't let the seller's "movers" get into the house to access her property. On three separate occasions, at the seller's request, Catarina, Catarina's husband and Isaac were allowed to come to the property and remove the furniture they were given permission to remove. Additionally, as requested by the buyer, her neighbor Chris was allowed and assisted with removing a chase from the property.

He never gave me a receipt for my earnest money or a signed copy of the contract, yet, he has falsely accused me of being negligent in meeting due diligence timeframes noted in said contract. I did not get copies of the contract or the receipt until days after the close of escrow and that was only after I requested them from Stacey Griffith at Ticor Title.

On June 27, 2017 at 3:00 PM, Mr. Lazer had the seller call me to demand an apology for sending him a text that said, "Randy If this racist, sexist, and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process. I will use the emails and text you have sent to file a truthful complaint."

During that 30-minute conversation with the seller, in addition to asking me to apologize to Mr. Lazer, per his request, she said, "Randy keeps telling me if the property doesn't sell and things don't work out for me in Maryland, I can always come back and live with him until I get on my feet." She then said, "He always like me like that, but I don't like him like that. There is always an ulterior motive. I don't know why he is trying to sabotage this deal." If we don't close, you and Randy will be fine, but I will be the one who will not."

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

Based on statements Mr. Lazer has made during this transaction, via text, email and in person to me, my lender, and the seller, I am questioning his ethics and professionalism as a realtor. I wonder if his behavior, words and assumptions would have been different if:

1. I had a realtor representing me
2. I was a white male and not a black female
3. My lender was not black
4. He and the seller were not friends — Relationship status is noted in emails dated 5/23/2017 from Mr. Lazer to Jodie Harvey at Ticor Title and email from Mr. Lazer to Rosane on 5/30/2017.
5. He didn't have a desire to have the seller move in with him — Per conversation with seller on 6/27/2017 at 3:00 pm
6. His conversation with the appraiser resulted in the property being appraised for more than \$6,000.00 — see emails to Bryan Jolly dated June 9, June 7, and May 30, 2017

The second part of this complaint pertains to the fact that less than 24-hours after the close of escrow on July 24, 2017, I received a demand letter from Mr. Lazer requesting I pay him money and give him a written apology or else he will file a lawsuit and advise my employer of the situation. After getting that letter, I hired an attorney to address his demands.

As late as today, 30-days post the close, Mr. Lazer continues to make his demands via pages and pages of emails to my attorney; albeit the terms are adjusted with different dates and conditions. His email always includes threats to take me to court and contact my employer to apprise them of the text I sent him advising him of the need to change his behavior.

Attached are some of the emails and text messages written by Mr. Lazer and the seller that substantiates my complaint. Additionally, I have several text messages I received from the seller regarding her furniture and the arrangements she asked me to make on her behalf in regards to removing her property out of the house.

He has mistakenly taken my consistent politeness to mean I didn't and don't have an issue with his conduct. That couldn't be farther from the truth. I attempted to file this complaint on 6/26/2017, but I received an email from Carla Slater letting me know my email did not contain any information.

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

Additional documentation regarding this transaction is available if needed. On August, 31, 2017, I expect to get a response from Alterra regarding the complaint I filed with CFPB for the delay in closing my loan in a reasonable amount of time vs over 8 weeks.

It is my hope that Mr. Lazer discontinues his threats and is dealt with by the Nevada Real Estate Division in a manner that causes him to treat everyone professionally. If you have any questions, please don't hesitate to give me a call at 909-714-6155.

Sincerely,


Daphne Williams

CC: Gamage & Gamage, Esq.

BRIAN SANDOVAL
Governor

STATE OF NEVADA



C.J. MANTHE
Director

SHARATH CHANDRA
Administrator

**DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

www.red.nv.gov

April 18, 2018

Charles Lazer
Hecker Real Estate & Development
4955 S Durango #155
Las Vegas, NV 89113

RE: **WILLIAMS vs. LAZER**
CASE NO. 2017-1893

Dear Mr. Lazer:

This is to inform you of the Division's decision to rescind our recommendation to proceed to a hearing for the above referenced case. Therefore, the Division is closing this case.

The decision to close this matter is made without prejudice. The Division reserves the right to reopen it investigation should such action be warranted.

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl McCloskey", written over a horizontal line.

Daryl McCloskey
Compliance/Audit Investigator

Cc: Victor Hecker, Broker

COVER SHEET for EXHIBIT 4

Exhibit 4 contains the demand letter sent to the Defendant by certified mail, return receipt, from the Plaintiff, to the Defendant's address per the Clark County assessor's records, Ms. Daphne Williams, 1404 Kilamanjaro #202, Las Vegas, Nevada 89128.

This demand letter was also emailed to the Defendant's email address from Plaintiff, to dlwilliams123@gmail.com

Also included is a copy of the actual postal envelope that is stamped with the \$7.41 postage, with the green stamp of the certified mail number, 2 stamps of return receipt requests, and the sticker at the bottom noting "Return to Sender Unclaimed". A copy of the front of the envelope with the green address form from the certified mail is included with the postal number of the certified mail.

Total number of pages in this exhibit including the cover sheet: 11

From: ran314 <ran314@aol.com>

To: dlwilliams123 <dlwilliams123@gmail.com>

Subject: Fwd: Demand letter for payment of damages from multiple acts of Defamation and Fraud for \$13,230.19. Also to be sent by certified mail

Date: Fri, Dec 28, 2018 11:26 pm

To: Ms. Daphne Williams
1404 Kilimanjaro #202
Las Vegas, Nevada 89128

From: Charles "Randy" Lazer
Hecker Real Estate and Development
4955 S. Durango, Ste. 155
Las Vegas, Nevada 89113

Telephone: (702) 271-1295

Date: December 28, 2018

Subject: Demand letter as requisite for filing litigation for multiple counts of defamation and fraud, from the written words of Ms. Daphne Williams.

Per my code of ethics, Ms. Williams is advised to seek legal counsel, and, I disclose that I am not an attorney. Upon filing litigation, I may be represented by counsel, or have legal assistance, and would seek punitive damages for malicious acts of defamation and fraud, along with legal fees, and court costs.

This constitutes a demand letter for payment from Daphne Williams to Charles "Randy" Lazer of the amount of \$13,230.19 due within 10 business days from receipt of certified mail.

This amount includes in large part, compensation for 52.5 hours, spent defending my 26 year real estate career, my ability to earn future income and provide for myself and my family, my outstanding reputation, and the operations of Hecker Real Estate and Development. This 52.5 hours was spent in defending myself from a knowingly fraudulent complaint submitted by Ms. Williams to the Nevada Real Estate Division, which alleged racist, sexist, unethical, and unprofessional behavior. The Nevada Real Estate Division had no such findings, opted not to have a hearing, and closed the case.

Also, an additional 6 hours and 43 minutes were expended in compliance with my code of ethics, for a knowingly fraudulent text message sent by Ms. Williams on June 27, 2017. This threatened my career and the operations of Hecker Real Estate and Development, and likely constituted an act of extortion, for which detailed information is provided in the section of this demand letter headed by "Fraud as a Cause of Action".

These accusations of prejudice were so heinous, that if they were not addressed, with great likelihood, I would have had my real estate license revoked. This would have lead to the loss of my 26 year career in real estate, my future income, and of my exceptionally caring, and outstanding reputation, which is substantiated by receiving many awards for service, and charitable endeavors. Additionally, if I did not respond to the knowingly fraudulent complaint submitted by Ms. Williams, I could have been ordered to appear before the Nevada Real Estate Commission, charged up to \$30,000 for a hearing, and likely fined between \$10,000 and \$50,000.

As a synopsis, the text message Ms. Williams sent on June 27, 2017, falsely stated that I had acted in a racist, sexist, unethical and unprofessional manner with respect to emails and texts that I had sent, when no such texts or emails were ever sent, and for which the written word is not of dispute. In fact, Ms. Williams had a record of texts and emails, and knew no such writings were ever sent by me.

Then, on or about August 23, 2017, Ms. Williams maliciously filed a knowingly fraudulent complaint with the Nevada Real Estate Division, alleging racism, sexism, prejudice, unethical and unprofessional conduct. This when Ms. Williams had full knowledge no such conduct had ever occurred.

Ms. Williams knew, or should have known, that such a complaint of hate and bias could have cost me my career, future earnings, and reputation. This, given her career in human resources and training with a large utility company, per my understanding, and, from consultation with her attorney, whom I communicated with in great detail. Yet after these communications with Ms. Williams' attorney, and approximately one month after closing the escrow, per her desires (despite three breaches of contract attributed to her negligence), Ms. Williams submitted her fraudulent complaint under penalty of perjury. Again, the Nevada Real Estate Division had no findings of racism, sexism, unethical, or unprofessional conduct, and closed the case, without so much as a hearing.

DEFAMATION AS A CAUSE OF ACTION

The 4 elements of Defamation as a cause of action in the State of Nevada, are present from the malicious actions of Ms. Williams, as substantiated below. These are; 1) A false and defamatory statement by the defendant concerning the plaintiff, 2) Unprivileged publication of the statement to a third party, 3) Some level of fault amounting to at least negligence, and 4) Actual or presumed damages.

With reference to defamation, Ms. Williams published many false and defamatory statements in her complaint on or about August 23, 2017, with the Nevada Real Estate Division as follows;

1) On page 2 of her complaint with the Nevada Real Estate Division, Ms. Williams included the wording of her text message of June 27, 2017, stating that I had sent racist and sexist texts and emails, when no such communications were ever sent, and for which the written record is not of dispute. I provided the Nevada Real Estate Division with a comprehensive written record of texts and emails, and they had no findings of racism, sexism, and closed the case.

Prior to sending that text message, Ms. Williams had sent 16 texts thanking me for my efforts, and, one with a smile faced emogie, for which such responses would not be indicative of Ms. Williams receiving any racist or sexist texts or emails. No reasonable person would communicate in such a friendly manner if they had received racist and sexist texts and emails.

Also Ms. Williams had alleged unethical and unprofessional conduct on page 2 of the complaint, per her inclusion of the words of her text message of June 27, 2017; for which the Nevada Real Estate Division had no such findings, and closed the case

2) Ms. Williams knowingly falsely stated on page 1 of the complaint that I had "displayed unethical, unprofessional, racist, and sexist behavior during the transaction, when the Nevada Real Estate Division had no such findings, and closed the case.

3) Ms. Williams fraudulently stated in the 4th paragraph of the first page of her complaint, that I had made "an unprofessional, racist, and sexist comment". Yet, per her words, I had complimented her and offered to work with her in the future. Again, the Nevada Real Estate Division had no such finding of any unprofessional, racist, or sexist communication, as alleged by Ms. Williams. In fact, the dialogue Ms. Williams cites is actually the opposite of one acting in a racist or sexist manner, to provide a compliment, and indicate a desire to work with the individual in the future.

4) On the second paragraph of page 2, Ms. Williams stated "he has lied on several occasions", for which her knowingly wrongful allegations are false. Lying would be a violation of my code of ethics, subjecting myself to possible sanctions by the Nevada Real Estate Division. What Ms. Williams cited in the complaint was false, and that per substantiation of the seller. Again, the Nevada Real Estate Division had no such findings that I had ever lied with reference to the writing of Ms. Williams.

Ms. Williams knowingly and wrongfully claimed that I stated she "wouldn't let the seller's movers get into the house". Yet, aside that I do not recall ever having made such a statement, Ms. Williams initially refused to allow the seller's movers to remove two chairs and a table that were the personal property of the seller. The movers had to return at a later date to for these furnishings.

Additionally, Ms. Williams refused to allow the seller into the condo, in order to remove some items of her own personal property, for which the seller was acting per the words of Ms. Williams, as "her own mover". In fact, per the seller's communications, Ms. Williams has several items of the sellers personal property in her possession to this day, and had in her possession when she filed the complaint.

Thus, the facts bear out, that Ms. Williams made a knowingly fraudulent, and defamatory statement in her complaint, wrongfully alleging I had lied on this matter. The seller has corroborated with myself the facts noted in the above, and for which the Nevada Real Estate Division had no such findings of lying. The reality is that Ms. Williams wouldn't let the seller into the condo to remove her own personal property, and again, prevented the seller's movers from removing furnishings owned by the seller.

5) Ms. Williams also committed an act of defamation per her statement on page 3 of the complaint, supposedly wondering if my actions would have been different, if instead of being a black female, she would have been a white male. This is a terrible inference of racism, prejudice, and hate without any basis/

Ms. Williams had breached the contract and subsequently two additional addendums by failing to close on the dates she had agreed to. This was due to negligence on her behalf, as stated per her mortgage loan officer, and, the manager of the mortgage company. This negligence stemmed from Ms. Williams apparent failure to make a payment in a timely manner for condo documents that were required by the contract, and her mortgage lender.

When I had spoken with the loan officer approximately 6 days before the scheduled closing of escrow, he relayed that despite approximately one month elapsing from the signing of the contract, his company was not in possession of these documents, due to a delayed payment by Ms. Williams, which the office manager also informed me of.

Yet, despite Ms. Williams' impending breach of contract, I made great efforts in communicating the desires of Ms. Williams to the seller, which were to have the escrow extended, such that she would close on the condo.

If Ms. Williams failed to close, she would lose her earnest money, along with funds spent for a home inspection, and condo documents. Ms. Williams would also have to incur the expenses of vacating the condo, for which she was a tenant.

I communicated extensively with Ms. Williams' lender, and put forth significant time and effort in drawing up an addendum extending the close of escrow, due to the forthcoming breach of contract by Ms. Williams.

Then, Ms. Williams breached the terms of that addendum, and I repeated the process of diligently speaking with her mortgage loan officer, and relaying that information to the seller. The seller allowed a second extension of escrow, and I drew a second addendum. Yet, Ms. Williams breached that, and I subsequently spoke with the manager of the mortgage company, shared that communication with the seller, and drafted a third addendum, for which Ms. Williams closed the escrow.

It was because of these efforts that Ms. Williams successfully closed the escrow per her desires, and was ultimately not forced to move out of the condo. Thus, there could not possibly be any wonderment on her behalf, if I would have acted differently had she been a white male, per her writing.

Thus, no reasonable person in these circumstances could have any doubt that I would have acted differently based upon gender and race. This is substantiated by my having drawn three extensions of escrow (all due to breaches of contract), and diligently communicated with the mortgage lender and the seller, which is what led to Ms. Williams closing the escrow. Clearly Ms. Williams was not treated any differently from any other party, while knowing that great efforts were extended per her requests.

I would be extremely curious of how Ms. Williams could have been treated differently, and, had the escrow close? Again, the Nevada Real Estate Division found no racist, sexist, unethical, or unprofessional conduct, as alleged by Ms. Williams. Moreover, her writing was false and defamatory, based upon the facts noted above.

6) Ms. Williams also committed defamation on page three of her complaint, by stating that she wondered if I would have behaved differently, had her lender not been black. Again, this is a terrible inference of hate and

prejudice, without any basis, and wholly against my outstanding reputation of caring. The facts in the following invalidate this knowingly false statement of Ms. Williams.

I had never met Ms. Williams' loan officer, and had no knowledge nor any presumptions of his skin color. In fact, I trusted his words from extensive conversations, and relayed them to the seller, for which a 17 day extension of escrow was allowed, despite the ensuing breach of contract, which was attributed to the negligence of Ms. Williams in paying for condo documents.

This is significant evidence that Ms. Williams made a fraudulent statement, as this 17 day extension occurred in great likelihood, to my diligent communications with Ms. Williams' loan officer. I relayed his words to the seller, and informed the seller that I trusted in what he had told me. Obviously this is indication that I am not behaving differently due to any physical characteristics of her loan officer.

If I were to have behaved differently, as wrongfully alleged by Ms. Williams, that could involve a violation of my code of ethics, of not relaying material facts from the lender, for which obviously that wasn't the case, as an extension was granted by the seller, and the Nevada Real Estate Division had no such finding of any prejudicial treatment.

What followed was a second breach of contract by Ms. Williams of failing to close escrow per the terms of the first addendum, which had an extension of 17 days. Again, I made conscientious efforts of speaking to Ms. Williams' loan officer, and relaying his words to the seller, while indicating to the seller that I placed trust in those words, for which the seller opted not to cancel the transaction, and allowed this second extension of escrow.

So again, had I behaved differently, with great likelihood a second extension of escrow would not have been granted. This is additional evidence that substantiates Ms. Williams made a knowingly fraudulent and defamatory statement. After the contract was breached yet a third time, I spoke with the manager of the mortgage office at length, relayed that information to the seller, then, drafted a third addendum extending escrow, for which Ms. Williams finally closed the escrow, per her desires.

So, had I behaved differently, due to the skin color of the lender, as fraudulently alleged by Ms. Williams (indicating prejudice on my behalf), I wouldn't have taken such great time and effort to communicate with Ms. Williams mortgage loan officer, and his manager, and to share these communications with the seller. Had I not done this, the escrow likely wouldn't have closed, not only after the initial breach of contract by Ms. Williams, but also the second breach of contract.

The seller per her words to me, would have canceled the transaction, forced Ms. Williams to vacate the property (either with or without an eviction), and sold it to another buyer, had I not diligently communicated with the mortgage lender, and relayed and relied upon his words. He shared that with 100% probability, should nothing unusual arise, the escrow would close on or before July 17, 2017.

Had I known these words were ultimately false, it is my belief the seller would have canceled the transaction. But, I trusted the loan officer, so therefore behaving differently in that regard, as alleged by Ms. Williams, would have entailed not trusting the loan officer, which did not occur, and is further evidence of the commission of defamation by Ms. Williams.

Per the proceeding information, it is obvious that Ms. Williams made a knowingly false statement under penalty of perjury in her published complaint. This pertaining to wondering about prejudicial treatment on my behalf, when Ms. Williams had full knowledge none occurred. In fact, Ms. Williams had knowledge to the contrary, that great efforts were made of communicating with her mortgage lender, and, that I trusted the words of her mortgage lender, as I drew up three extensions of escrow, which the seller signed, based upon the communications with the mortgage lender that I had shared.

It was these efforts that I extended, that ultimately resulted in Ms. Williams closing on the condo, despite her three breaches of contract. Again, the Nevada Real Estate Division found no violations with respect to these allegations of prejudice and hate by Ms. Williams. With the evidence above, it is quite clear that any reasonable person would have absolutely "no wonder" regarding my treating her lender differently due to his skin color, given the closing of escrow after three breaches of contract, and the reliance upon his words.

7) Ms. Williams knowingly lied in the third paragraph of page 2 of the complaint, stating that I had never given her a contract, which would be in violation of my code of ethics for such a circumstance. In fact, Ms. Williams had refused to sign the contract, and, I had to have the seller sign first. Then per the instructions of Ms. Williams, I sent the contract to Ms. Williams' lender, who was acting as a representative for her. After I had sent the contract, Ms. Williams signed the contract, and obviously had possession of it, in order to....sign it.

Clearly Ms. Williams committed perjury, having knowledge that she couldn't sign the contract, unless she had received a copy of it. Again, escrow could only be opened with a signature of Ms. Williams on the contract, for which Ms. Williams obviously had to have possession. The Nevada Real Estate Division found no violation of a standard of practice, yet Ms. Williams maliciously and knowingly and wrongfully accused me of such.

These 7 points comprise the first three elements of defamation as a cause of action...of knowingly false and defamatory statements that were published with a third party (the Nevada Real Estate Division), and which were malicious, and knowingly fraudulent. With statements being knowingly fraudulent, that greatly exceeds the minimal standard of negligence, of the third element requisite for defamation.

Regarding the fourth element of a cause of action of defamation pertaining to damages, I had cited 52.5 hours of my time involved in responding to the requests of the Nevada Real Estate Division. Had I not spent such time, I likely would have lost my 26 year career, my outstanding reputation of great caring, my future income, and incurred perhaps \$50,000 or more in fees and fines.

At \$223.42 per hour (as substantiated per previous communication, noting commissions from transactions during the relevant time frame, and with documentation to be supplied to the court) with 52.5 hours (for which a full accounting of that time was noted previously, and will be submitted to the court), that would total to damages of \$11,729.55.

Obviously, if Ms. Williams would not have acted maliciously in submitting a complaint of hate and prejudice, with multiple false, fraudulent, and defamatory statements, then, I would not have had to allocate 52.5 hours of my time, and this demand letter would never have been written.

The \$11,729.55 does not include the emotional duress of potentially losing my license and career, while being accused of hateful, racist, prejudiced, and sexist behavior, which I have stood against my entire life.

These are not idle words, as I oversaw a community service project that involved dozens of students in bringing food and clothing to impoverished black families in the Detroit area, while speaking to raise funds for scholarships for minority students. I also gave of my time to help renovate homes of disabled minority seniors in Las Vegas, and performed on the violin on many occasions for charity, while acting and hosting charitable events for the greater part of two decades. I also helped renovate two shelters for women that were victims of domestic abuse, and who suffered from addiction.

This malicious act of Ms. Williams, of filing a knowingly fraudulent complaint of hate, prejudice, racism, sexism, unethical, and unprofessional conduct, could have destroyed a 26 year career, a longstanding reputation of great caring, and taken away from my future income, while damaging the operations of Hecker Real Estate and Development.

All of this was done, per the presumed knowledge by Ms. Williams, of the consequences that could occur from such a hateful complaint. Ms. Williams' knowledge came not only from her career in Human Resources and training with a large utility company (per my understanding), but with consultation with her attorney, who had received many detailed emails from myself.

As previously noted this complaint was submitted with Ms. Williams having knowledge of the written record, which is not of dispute, as she knew no racist, sexist, unethical or unprofessional communications occurred from myself. Yet, Ms. Williams made multiple accusations of racism, sexism, prejudice, hate, unethical, and unprofessional conduct per written communications, and throughout her complaint. The Nevada Real Estate Division had no such findings, chose not to have a hearing, and closed the case.

FRAUD AS A CAUSE OF ACTION

Regarding the commission of fraud, this pertains to the 7 points discussed above, in which facts substantiated the false and knowingly fraudulent written words of the complaint Ms. Williams filed with the Nevada Real Estate Division, and also to the text message of June 27, 2017, sent from Ms. Williams.

This text was knowingly fraudulent, as no racist, sexist, unethical, or unprofessional texts or emails were ever sent by me, for which Ms Williams had knowledge of such, as she had a comprehensive record of texts and emails. Yet, Ms. Williams included her writings of her text message of June 27, 2017, in her published complaint to the Nevada Real Estate Division, which was submitted under penalty of perjury. Ms. Williams knew her accusations of racism and sexism, unethical, and unprofessional conduct were wholly, 100% false. Again, the Nevada Real Estate Division had no such findings of wrongful conduct and closed the case, without so much as a hearing.

In fact, previous to that text message of June 27, 2017, Ms. Williams sent 16 text messages thanking me for my efforts, including one with a smile emogie. This behavior of Ms. Williams is indicative that she had never received any racist or sexist messages.

There is no dispute that Ms. Daphne Williams sent a text to me, at my cell number of (702) 271-1295, from her cell phone number (909) 714-6155, on Tuesday, June 27, at approximately 12:35 pm, PST. The message was included with her complaint to the Nevada Real Estate Division, as she wrote "Randy, if this racist sexist (sic) and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process."

Again, note that Ms. Williams cited the written word, which is not of dispute, and for which no racist, sexist, unethical, or unprofessional texts or emails were ever sent by me, and for which Ms. Williams would have a comprehensive written record. Ms. Williams also included this text message in her complaint to the Nevada Real Estate Division.

Ms. Williams sent another threatening text message approximately 13 minutes later, stating "And I will not have a problem following an attorneys advise (sic) to see (sic) remedy to the full extent of the law", even though she had knowledge that no racist, sexist, unethical or unprofessional behavior had occurred. Thus, not only did I have to honor my code of ethics, of notifying all relevant parties of these material facts, but I also had to prepare to defend my career, my reputation, and the brokerage that I work with from these threats (for which the Nevada Real Estate Division could issue a cease and desist order that would stop the business operations).

The 5 elements of a claim of fraud are present in this case for prevailing in the State of Nevada, from which Ms. Williams' text of June 27, 2017, shared in the above is cited.

1) The defendant made false representations;

Again, no texts or emails that were racist, sexist, unethical or unprofessional from Randy Lazer, for which the Nevada Real Estate Division was provided with a comprehensive record of texts and emails, had no such findings, and closed the case, without even a hearing.

2) The defendant had knowledge and belief that the representation is false;

The defendant had all records of texts and emails in her possession, and knew no racist, sexist, unethical or unprofessional texts or emails were ever sent to her by me. As additional evidence, Ms. Williams had thanked me in 16 different text messages previously, for which behavior is indicative that no racist or sexist texts, emails, or unethical or unprofessional conduct had occurred.

3) With the intent to induce the plaintiff to act or refrain from acting on the representation.

When a real estate agent is confronted with knowingly false claims of racism, sexism, and violations of professional standards and codes of ethics, such hateful allegations are so serious, that it is imperative (as always) to comply with one's code of ethics, and act to defend themselves, their reputation, and the brokerage

they are working with from fraudulent written claims. Given Ms. Williams' position in human resources and training, she would likely be well aware that I would have to react to her false and hateful message. Otherwise I could be facing severe consequences, and would also be violating my code of ethics of informing the relevant parties of material facts, if I did nothing.

It was Ms. Williams text of 6/27/17, of knowingly and wrongfully alleging that racist, sexist, unethical, and unprofessional behavior had occurred with texts and emails, (again, of which the written word is not of dispute, and for which Ms. Williams had a comprehensive record and knew no such emails were sever sent) which caused me to spend 6 hours and 43 minutes of my time per my code of ethics.

This involved relaying material facts to the Nevada Real Estate Division, the seller (on multiple phone calls), meeting with an attorney, emailing and calling the mortgage lender, speaking with the brokerage administrator of Hecker Real Estate and Development, while responding to Ms. Williams' false statement alleging racist, sexist, unethical, and unprofessional conduct.

Given Ms. Williams career in personnel and human resources, she should be well aware of the serious nature of charges of racism, sexism, unethical and unprofessional behavior. In fact, she referenced regulatory agencies that she threatened to file knowingly wrongful complaints, which could cause the loss of my real estate career, and potentially suspend the operations of the company that I work with.

Thus, Ms. Williams demonstrated intent to induce the plaintiff to take action, as such damaging charges, no matter that they are false, with the stakes so high, merit hours of work to communicate material facts in compliance with one's professional standards and code of ethics.

Clearly it is imperative to defend one's career and reputation from knowingly fraudulent and hateful accusations of racism, sexism, unethical, and unprofessional conduct, while honoring their duties to the broker. This text of June 27, 2017, threatened the operations of Hecker Real Estate and Development by the submission of knowingly fraudulent complaints of racism, sexism, unethical, and unprofessional conduct of being filed. If this were the case, the Nevada Real Estate Division could issue a cease and desist order, damaging the brokerage.

As a second point, pertaining to the element of fraud for inducing the plaintiff to act or refrain from acting, in Ms. Williams' text she referenced behavior on my behalf (as the seller's agent only) that would prevent the transaction from closing.

I had a duty to represent the seller's best interests, and inform that Ms. Williams was about to breach the contract, that real estate prices had increased, and that the seller might best be served by canceling the transaction and selling to another party at a higher price. Per Ms. Williams' text, if the transaction didn't close, I might need to violate my code of ethics of not properly informing the seller of material facts, including market values, if I didn't desire a terrible complaint would be filed against myself. Again, this despite I only represented the seller's best interests, and not Ms. Williams, as so noted on the contract she signed.

As one considers these facts, it becomes clear that Ms. Williams was with great evidence, committing an act of extortion. Of threatening that if I didn't stay out of the transaction, and violate my code of ethics to not represent the best interests of my client (which likely were to recommend cancelation of the transaction upon a breach of contract by Ms. Williams, and realize a higher sales price to another buyer), that should the escrow not close, I would be subject to a complaint of hate and prejudice, which would jeopardize my career and reputation.

Also, the element of fraud to refrain from acting on the representation is prominent. Ms. Williams was clearly inferring in her text of June 27, 2017, that I should back off from my duties, despite that she was breaching the contract by failing to close on schedule. That if I acted in compliance of my fiduciary responsibilities to advise the seller of material facts that could lead to a cancelation of the escrow, I could suffer a fraudulent complaint of prejudice which would threaten my career, reputation, and future earnings. The worst case scenario would be a revoked real estate license, with likely an assessment of up to \$50,000 in fines and fees, while the best case scenario would be months of duress and many hours of work.

This seems to wholly substantiate the element of fraud of inducing the plaintiff to act, as per my code of ethics, I had to convey material facts to the seller, the Nevada Real Estate Division, Ms. Williams loan officer (who served as her representative), my brokerage administrator, and to an attorney. All of this took 6 hours and 43

minutes of my time, for which I can provide the court with documentation.

Ms. Williams clearly didn't have to send a knowingly fraudulent text stating of racism, sexism, unethical, and unprofessional conduct, as noted in emails and texts, again for which the written word is not of dispute. If she wouldn't have sent this knowingly false text, and wouldn't have submitted a fraudulent complaint of hate to the Nevada Real Estate Division, obviously this demand letter never would have been written, and I would not have expended over 59 hours of my time, and have been exposed to tremendous stress of potentially losing my 26 year career, my reputation, and my future earnings, along with up to \$50,000, and likely well in that vicinity.

4) The fourth element of fraud as a cause of action, is a representation that the plaintiff justifiably relies upon.

With Ms. Williams text on June 27, 2017, threatening the filing of charges of racism, sexism and unprofessional and unethical conduct with the Nevada Real Estate Division and HUD, and another text threatening legal action "to the full extent of the law" from Ms. Williams, again without any basis, well, I was reliant on these written statements. I had to comply with my code of ethics, and immediately give time to prepare a defense for my career, future earnings, and to protect the operation of the brokerage I worked with, in compliance with the duties owed to my broker.

Given that Ms. Williams filed a knowingly fraudulent complaint with the Nevada Real Estate Division, it is clear that I justifiably relied upon her representation, as noted in her text of June 27, 2017.

5) Reliance of Representations damages the plaintiff.

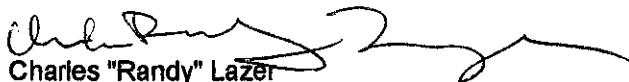
These knowingly fraudulent and written statements of Ms. Williams damaged me per the allocation of 6 hours and 43 minutes of my time to act in compliance with my code of ethics, and inform the seller, my broker, the Nevada Real Estate Division, and the loan officer of Ms. Williams (in a detailed email, and by phone), while responding to Ms. Williams. At \$223.42 per hour, that is \$1500.64.

With damages of 52.5 hours from responding to the knowingly fraudulent defamatory complaint filed by Ms. Williams with the Nevada Real Estate Division, those damages total to \$11,729.55.

Total damages from defamation and fraud, per the written words of Ms. Williams, \$13,230.19, due and payable 10 business days from receipt of certified mail

Lastly, as terrible and horrific as racism and sexism can be, it may be equally as bad to knowingly and wrongfully accuse an innocent and caring person who has stood against racism, prejudice, sexism, and hate. To make such heinous and knowingly fraudulent accusations with the intent to take away one's 26 year career, their reputation of caring, and their ability to earn future income to provide for themselves and their family, while potentially suffering up to \$50,000 in fees and fines, is an act of hate, and unconscionable.

Sincerely,


Charles "Randy" Lazer

4455 S. Durango St 155
Las Vegas, NV 89113

RETURN RECEIPT
REQUESTED

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



7018 2290 0002 0646 1837

TO: MS. Deborah Williams
1404 Kilmanjoro
#202
Las Vegas, Nevada
89128

RETURN RECEIPT
REQUESTED

NIXIE 851 CE 1 0101/31/19
RETURN TO SENDER
UNCLAIMED
MAIL RETURN ADDRESS
B



1020

89128-8057

U.S. POSTAGE PAID
FORM 3849
LAS VEGAS, NV
89128-8057
DEC 29 '18
AMOUNT
\$7.41
R2804Y122319-14

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Daphne Williams
1404 Kalamangaro
#202
Las Vegas, NV 89128



9590 9402 4486 8248 4370 31

2. Article Number (transfer from service label)

7018 2201000020046

COMPLETE THIS SECTION ON DELIVERY
A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail®
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



MDSM

Marc J. Randazza (NV Bar No. 12265)
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Las Vegas, NV 89117
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Attorneys for Defendant
Daphne Williams

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CHARLES "RANDY" LAZER,

Plaintiff,

vs.

DAPHNE WILLIAMS,

Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

**DEFENDANT DAPHNE WILLIAMS'S ANTI-
SLAPP SPECIAL MOTION TO DISMISS
UNDER NRS 41.660**

Defendant Daphne Williams hereby files her Anti-SLAPP Special Motion to Dismiss Under NRS 41.660.

This Motion is based upon the attached memorandum of points and authorities and attached exhibits, the papers and pleadings on file in this action, and any oral argument permitted by this Court.

MEMORANDUM OF POINTS AND AUTHORITIES

1.0 INTRODUCTION

Plaintiff's lawsuit against Ms. Williams is a SLAPP suit. The plaintiff sued the defendant for exercising her First Amendment right to petition the government.

Plaintiff is a real estate agent. This suit is premised on Ms. Williams filing a complaint with the Nevada Department of Business and Industry, Real Estate Division (the "Division") about Plaintiff's conduct during a real estate transaction. Ms. Williams considered Mr. Lazer's interactions with her and her loan officer to be racist, sexist, unprofessional, and unethical. She disclosed the basis for these opinions to the Division in August 2017, approximately one month after the sale of the property with which Plaintiff was involved, including disclosing numerous written communications between her and Plaintiff. While the Department ultimately chose not to take action against Plaintiff, Ms. Williams was entitled to her opinion of his conduct and filing a complaint was absolutely privileged under the law.

Ms. Williams did not make any knowingly false statements to the Division; in fact, Plaintiff either admits to the truth of, or does not dispute, several statements in the Ms. Williams's complaint. Even if some statements were false, her filing of the complaint was absolutely privileged.

Plaintiff cannot prevail on any of his claims, and so the Court should dismiss these claims with prejudice and award Ms. Williams her attorneys' fees and costs incurred in defending herself from these claims.

2.0 FACTUAL BACKGROUND

Plaintiff is a real estate agent. In 2017, he represented Ms. Williams's former landlord, Rosane Krupp, in a transaction for the sale of real estate; Ms. Krupp was the seller, Ms. Williams was the buyer. (See Declaration of Daphne Williams ["Williams Decl."], attached as **Exhibit 1**, at ¶ 4.) Ms. Williams is an African-

American woman. (See *id.* at ¶ 3.) In May 2017, while taking pictures of the property in question, Plaintiff told Ms. Williams “Daphne, I think you are going to be successful. When you become successful and you want to buy a bigger house and if your brother is retired by then, I’d be glad to be your realtor.” (*Id.* at ¶ 5.) Ms. Williams considered the assumptions inherent in this statement to be sexist, as Plaintiff did not know her. (See *id.* at ¶ 6.) Plaintiff does not dispute that he said this, instead only disputing whether it was racist, sexist, or unprofessional. (See Complaint at 11.)

Also on May 13, 2017, Plaintiff shared several pieces of personal information about Ms. Krupp with Ms. Williams that she did not previously know, including details about Ms. Krupp’s romantic life and the commission Plaintiff was charging for the transaction. (See *id.* at ¶ 7.) Ms. Williams understood that, as Ms. Krupp’s realtor, Plaintiff had a duty to maintain the confidentiality of this information, and that disclosing it to Ms. Williams was unethical or, at the very least, highly unprofessional. (See *id.*) Plaintiff does not dispute that he told Ms. Williams this information.

At various points in 2017, Plaintiff informed Ms. Williams’s loan officer that, in the course of his work as a real estate agent, he had contacted real estate appraisers and given them information to assist with their appraisal of property for which he was acting as a broker prior to these individuals conducting their appraisal. (See *id.* at ¶ 8; see also emails from Plaintiff, attached as **Exhibit 2**, at pp. 1-4.) Prior to August 23, 2017 and after learning of this, Ms. Williams spoke with employees of the Division regarding this practice, and they informed her real estate agents are not supposed to do this. (See Williams Decl. at ¶ 8.) Upon learning this information, Ms. Williams considered Plaintiff’s claimed practice of contacting real estate appraisers to be unethical and highly unprofessional. (See *id.*) Plaintiff does not dispute that he engaged in this practice.

During the course of the sale of Ms. Krupp's property, Ms. Williams allowed multiple individuals to remove furniture from the property at Ms. Krupp's request. (See *id.* at ¶ 9.) Despite this, Plaintiff falsely claimed that Ms. Williams did not let Ms. Krupp's "movers" remove furniture from the property. (See *id.*) Plaintiff does not dispute that he made this claim. (See Complaint at 12.) Rather, he asserts that Ms. Williams on one occasion did not allow a mover to take a piece of furniture (which he allegedly did take on a second visit), and refused to allow a mover to take personal property. (See *id.*) Plaintiff, however, was not involved in, nor did he coordinate, the removal of furniture or personal items from the property, and was thus not in a position to know about Ms. Williams's conduct in allowing people to remove furniture. (See Williams Decl. at ¶ 9.)

During the course of the sale of Ms. Krupp's property, Ms. Williams signed a contract for the sale of this property and paid earnest money as required by the contract. (See *id.* at ¶ 10; Complaint at Exhibit 1.) Plaintiff never provided Ms. Williams with a receipt for this earnest money payment and never provided her with a signed copy of the contract. (See Williams Decl. at ¶ 10.) Plaintiff claimed Ms. Williams was negligent in meeting due diligence timeframes noted in the sale contract, even though his failure to provide her with these documents interfered with her ability to do so. (See *id.*) Ms. Williams only received a receipt and signed copy of the contract after the close of escrow and after requesting these documents from a third party. (See *id.*; see also **Exhibit 2** at p. 6.)¹ Plaintiff does not dispute that he failed to send a signed copy of this contract to Ms. Williams, and instead alleges that she must have been in possession of it prior to the close of escrow. (See Complaint at 20.)

¹ This email shows that a third party, Stacey Griffith, sent Plaintiff the signed real estate contract, and not Plaintiff himself. It also shows Ms. Williams did not receive the signed contract until July 31, 2017, a week after escrow closed.

At several points during the course of the sale of Ms. Krupp's property, Plaintiff sent Ms. Williams's loan officer communications that she considered unprofessional. (See Williams Decl. at ¶ 11; see also **Exhibit 2**.) By June 27, 2017, Ms. Williams had become frustrated with Plaintiff's conduct and the fact that the property had not yet been sold. (See Williams Decl. at ¶ 12.) On that day, she sent a text message to Plaintiff telling him to stop his racist, sexist, and unprofessional behavior that was interfering with Ms. Krupp and Ms. Williams closing the real estate sale, and that if he refused to do so she would have no recourse but to file a complaint with the Nevada Board of Realtors and HUD pointing out his unethical and unprofessional behavior. (See *id.*; see also Complaint Exhibit 2.) On June 27, 2017, Ms. Krupp called Ms. Williams and told Ms. Williams that Plaintiff had instructed Ms. Krupp to tell Ms. Williams to apologize for her text message to Plaintiff. (See Williams Decl. at ¶ 13.) Ms. Krupp also said during this call that Plaintiff had ulterior motives in acting as Ms. Krupp's real estate agent and that he was trying to sabotage the transaction. (See *id.*) Plaintiff does not dispute that this conversation between Ms. Krupp and Ms. Williams occurred, or the contents thereof.

Aside from the above-mentioned conduct, Plaintiff was consistently rude and unprofessional to Ms. Williams throughout 2017. (See *id.* at ¶ 15.) Ms. Williams sincerely believes she would not have been subjected to this kind of treatment had she not been an African-American woman. (See *id.*)

On August 23, 2017, Ms. Williams submitted a complaint to the Division. (See *id.* at ¶ 16; see also Complaint Exhibit 3.) The complaint contained the above allegations regarding Plaintiff, and Ms. Williams attached to this complaint the emails contained in **Exhibit 2** to this Motion. (See Williams Decl. at ¶ 16.) Ms. Williams believed at that time, and still believes today, that every statement she

made in the complaint was either true or an expression of her opinion of Plaintiff and his conduct. (See *id.* at ¶¶ 16-17.)

The Division initially determined, based on Ms. Williams's complaint, that Plaintiff had violated Nevada statutes and NAC 645. (See *id.* at ¶ 19; see also email correspondence between Ms. Williams and the Division, attached as **Exhibit 3**.) However, the Division's legal counsel disagreed with this assessment after Plaintiff challenged this finding, and the Division was left with no choice but to drop the case against Plaintiff. (See Williams Decl. at ¶ 19.)

3.0 LEGAL STANDARDS

Under Nevada's Anti-SLAPP statute, NRS 41.635 *et seq.*, if a lawsuit is brought against a defendant based upon the exercise of her First Amendment rights, the defendant may file a special motion to dismiss. Evaluating the Anti-SLAPP motion is a two-step process. The movant bears the burden on the first step, and the non-moving party bears the burden on the second. See *John v. Douglas County Sch. Dist.*, 125 Nev. 746, 754 (2009).

First, the defendant must show, by a preponderance of the evidence, that the plaintiff's claim is "based upon a good faith communication in furtherance of the right to petition or the right to free speech in direct connection with an issue of public concern." NRS 41.660(3)(a). Two of the statutory categories of protected speech are:

2. Communication[s] of information or a complaint to a Legislator, officer or employee of the Federal Government, this state or a political subdivision of this state, regarding a matter reasonably of concern to the respective governmental entity;
3. Written or oral statement[s] made in direct connection with an issue under consideration by a legislative, executive or judicial body, or any other official proceeding authorized by law . . .

Which [are] truthful or [are] made without knowledge of its falsehood.

NRS 41.637(2)-(3).

Second, once the defendant meets his burden on the first prong, the burden then shifts to the plaintiff, who must make a *prima facie* evidentiary showing that he has a probability of prevailing on his claims. See NRS 41.660(3)(b); see also *John*, 125 Nev. at 754.

Nevada treats an Anti-SLAPP motion as a species of a motion for summary judgment. See *Stubbs v. Strickland*, 297 P.3d 326, 329 (Nev. 2013); see also *Coker v. Sassone*, 432 P.3d 746, 748-49 (Nev. 2019). However, it has some additional procedures to avoid the abusive use of discovery, and if the court grants the motion to dismiss, the defendant is entitled to an award of reasonable costs and attorneys' fees, as well as an award of up to \$10,000. See NRS 41.670(1)(a)-(b).

Due to a relative dearth of case law applying Nevada's Anti-SLAPP statute, Nevada courts look to case law applying California's Anti-SLAPP statute, Cal. Code Civ. Proc. § 425.16, which shares many similarities with Nevada's law. See *John*, 125 Nev. at 756 (stating that "we consider California case law because California's anti-SLAPP statute is similar in purpose and language to Nevada's anti-SLAPP statute"); see also *Shapiro v. Welt*, 389 P.3d 262, 268 (Nev. 2017) (same); *Sassone*, 432 P.3d at 749 n.3 (finding that "California's and Nevada's statutes share a near-identical structure for anti-SLAPP review ... Given the similarity in structure, language, and the legislative mandate to adopt California's standard for the requisite burden of proof, reliance on California case law is warranted"); and see NRS 41.665(2) (defining the plaintiff's *prima facie* evidentiary burden in terms of California law).

4.0 ARGUMENT

4.1 Ms. Williams Satisfies the First Prong of the Anti-SLAPP Analysis

As relevant here, the Anti-SLAPP statute protects

2. Communication[s] of information or a complaint to a Legislator, officer or employee of the Federal Government, this state or a political subdivision of this state, regarding a matter reasonably of concern to the respective governmental entity;

3. Written or oral statement[s] made in direct connection with an issue under consideration by a legislative, executive or judicial body, or any other official proceeding authorized by law . . .

Which [are] truthful or [are] made without knowledge of its falsehood.

NRS 41.637(2)-(3). The merits of a plaintiff's claims, and the legality of the defendant's actions, are not the focus of the first prong analysis and, if relevant, should only be considered during the second prong analysis. See *Coretronic v. Cozen O'Connor*, 192 Cal. App. 4th 1381, 1388 (2d Dist. 2011); see also *Taus v. Loftus*, 40 Cal. 4th 683, 706-07, 713, 727-299 (2007).

4.1.1 Plaintiff's Claims are Based Upon Protected Conduct

Plaintiff's claims are based primarily upon Ms. Williams's August 2017 complaint to the Division. There is no question that these statements fall under NRS 41.637(2) and (3). It was a communication of information to the Division, which is tasked with regulating the behavior of licensed real estate agents in the State of Nevada, regarding the improper conduct of a licensed real estate agent. In fact, the Division had jurisdiction to initially impose discipline on Plaintiff. (See **Exhibit 3**.) NRS 41.637(2) is thus satisfied. The complaint was also obviously a statement made in direct connection with an issue consideration by an executive body, or any other official proceeding. The complaint initiated the Division's investigation

1 of Plaintiff, an official proceeding of an executive body, thus satisfying NRS
2 41.637(4).

3 Plaintiff also, however, bases a claim of extortion on a text message Ms.
4 Williams sent to Plaintiff prior to filing this complaint. This is a statement made in
5 anticipation of initiating a complaint with the Division, similar to sending a
6 demand letter prior to filing a lawsuit. Such conduct is protected even though no
7 official proceeding has been started yet. See *Digerati Holdings, LLC v. young*
8 *Money Entertainment, LLC*, 194 Cal. App. 4th 873, 887 (2011) (finding that
9 "statements made in anticipation of a court action or other official proceeding
10 may be entitled to protection under the anti-SLAPP statute"); see also *Briggs v.*
11 *Eden Council for Hope & Opportunity*, 19 Cal. 4th 1106, 1115 (1999). California
12 courts have recognized that pre-litigation demand letters are protected under
13 California's Anti-SLAPP statute, even when not directed at potential adverse
14 parties. See *Neville v. Chudacoff*, 160 Cal. App. 4th 1255, 1270 (2008); see also
15 *Contemporary Services Corp. v. Staff Pro Inc.*, 152 Cal. App. 4th 1043, 1055 (2007)
16 (holding that email to customers accusing competitor of litigation-related
17 misconduct was protected). The Nevada Supreme Court recently cited *Neville*
18 with approval in interpreting the scope of protected conduct under Nevada's
19 Anti-SLAPP statute. See *Patin v. Ton Vinh Lee*, 429 P.3d 1248, 1251 (Nev. 2018).

20 Ms. Williams's text message to Plaintiff prior to filing a complaint with the
21 Division is comparable to a pre-litigation demand letter. She requested that
22 Plaintiff cease unprofessional behavior which was likely to interfere with her
23 purchasing a piece of real estate. If he did not do so, she would file a complaint
24 with regulatory bodies. Her text message is thus protected as a communication
25 in anticipation of the commencement of an official proceeding with a subdivision
26 of the Nevada state government.

Even if Ms. Williams's text message is not, by itself, protected under the Anti-SLAPP statute, it is inextricably intertwined with her unquestionably protected complaint to the Division. This makes Plaintiff's extortion claim a "mixed" cause of action for Anti-SLAPP purposes. These "mixed cause[s] of action [are] subject to the Anti-SLAPP statute if **at least one of the underlying acts is protected conduct**, unless the allegations of protected conduct are merely incidental to the unprotected activity." *Lauter v. Anoufrieve*, 642 F. Supp. 2d 1060, 1109 (C.D. Cal. 2008) (emphasis added); see also *Salma v. Capon*, 161 Cal. App. 4th 1275, 1287 (2008) (holding that a cause of action based on both protected and unprotected activity under California's Anti-SLAPP statute is subject to an Anti-SLAPP motion); *Peregrine Funding, Inc. v. Sheppard Mullin*, 133 Cal. App. 4th 658, 675 (2005) (finding that because plaintiffs' claims "are based in significant part on [defendant's] protected petitioning activity," the first anti-SLAPP prong was satisfied"). Ms. Williams's complaint to the Department is hardly incidental to Plaintiff's extortion claim, and thus this claim is also subject to the Anti-SLAPP statute.

4.1.2 Ms. Williams Made Her Statements in Good Faith

To be protected under the Anti-SLAPP statute, statements must "truthful or ... made without knowledge of [their] falsehood." NRS 41.637. Even if a statement is false, the defendant must have made it with *actual knowledge* that it was false; neither negligence nor even reckless disregard for the truth can defeat a defendant's showing under prong one. Furthermore, by the Anti-SLAPP statute's plain language, the "good faith" analysis is completely unrelated to a defendant's motivations in making a statement.

Plaintiff's Complaint is not a model of clarity, but it appears that Plaintiff does not allege any specific factual statement in Ms. Williams's text message or complaint to the Division is actionable. Rather, Plaintiff claims Ms. Williams's

statements that Plaintiff engaged in racist, sexist, unprofessional, and unethical behavior are actionable. But these are statements of opinion, not fact. To be false, a statement must include an assertion of fact that can be proven true or false. As explained in Section 4.2.2, *infra*, the statements Plaintiff claims are defamatory are not factual statements. It is thus impossible for her to have made them with knowledge of their falsity.

Plaintiff does not dispute the majority of the factual statements within Ms. Williams's complaint.² He admits the content of the statement he made to Ms. Williams on May 13, 2017 which she considered sexist. (See Williams Decl. at ¶ 5; Complaint Exhibit 3 at pg. 1; Complaint at 11.) He does not dispute disclosing private and confidential information of Ms. Krupp, Plaintiff's client, to Ms. Williams. (See Williams Decl. at ¶ 7; Complaint Exhibit 3 at pg. 1.) He does not dispute his practice of providing real estate appraisers prior to them conducting their appraisal of property for transactions where he acts as a real estate agent. (See Williams Decl. at ¶ 8; Complaint Exhibit 3 at pg. 2). He does not dispute that he claimed Ms. Williams would not allow Ms. Krupp's movers to remove furniture from the property being sold. (See Williams Decl. at ¶ 9; Complaint Exhibit 3 at pg. 2; Complaint at 12.) He does not dispute that Ms. Williams allowed individuals to remove furniture from the property at Ms. Krupp's request. (See Williams Decl. at

² The text message contains no arguably factual assertions, and thus good faith is already established as to statements within it.

¶ 9; Complaint Exhibit 3 at pg. 2.)³ He does not dispute that he did not provide Ms. Williams a signed copy of the sale contract or a receipt for earnest money paid pursuant to the contract. (See Williams Decl. at ¶ 10; Complaint Exhibit 3 at pg. 2; **Exhibit 3** at p. 6.)⁴ He does not contest the contents or authenticity of any of the written correspondence Ms. Williams attached to her complaint to the Division. (See Williams Decl. at ¶ 16; **Exhibit 3**.) He does not dispute that he instructed Ms. Krupp to demand Ms. Williams to apologize to him for the June 2017 text message, or that Ms. Krupp said Plaintiff had ulterior motives regarding Ms. Krupp and was trying to sabotage the sale of Ms. Krupp's property. (See Williams Decl. at ¶ 13; Complaint Exhibit 3 at pg. 2.)

Ms. Williams's factual statements are by and large undisputed, and any dispute Plaintiff may have with them is insignificant. Given this, and the fact that the allegedly actionable core of Ms. Williams's statements are expressions of opinion, Ms. Williams made her statements in good faith. Ms. Williams satisfies her burden under the first prong of the Anti-SLAPP law, and now the burden shifts to Plaintiff to show a probability of prevailing on his claims. He cannot do so.

4.2 Plaintiff Cannot Show a Probability of Prevailing on His Claims

NRS 41.660 defines a plaintiff's burden of proof as "the same burden of proof that a plaintiff has been required to meet pursuant to California's anti-

³ Instead, Plaintiff claims there was one instance where Ms. Williams did not allow a mover to remove a piece of furniture (which the mover did remove on a second visit), and that Ms. Williams kept a few pieces of personal property. First, Plaintiff was not involved in the conduct of any movers and thus he lacks personal knowledge, meaning any declaration from him on this subject would be inadmissible. (See Williams Decl. at ¶ 9.) Even if Plaintiff's statements are credited, however, they amount only to a minor inconsistency with undisputed facts that cannot amount to knowledge of falsity.

⁴ Plaintiff claims Ms. Williams must have received a signed copy of the contract prior to the close of escrow, but provides no support for this contention and does not dispute he failed to provide Ms. Williams with one.

Strategic Lawsuit Against Public Participation law as of the effective date of this act.” NRS 41.665(2). Plaintiff cannot simply make vague accusations or provide a mere scintilla of evidence to defeat Ms. Williams’s Motion. Rather, to satisfy his evidentiary burden under the second prong of the Anti-SLAPP statute, Plaintiff must present “substantial evidence that would support a judgment of relief made in the plaintiff’s favor.” *S. Sutter, LLC v. LJ Sutter Partners, L.P.*, 193 Cal. App. 4th 634, 670 (2011); see also *Mendoza v. Wichmann*, 194 Cal. App. 4th 1430, 1449 (2011) (holding that “substantial evidence” of lack of probable cause was required to withstand Anti-SLAPP motion on malicious prosecution claim). Plaintiff cannot make this showing as to any of his claims.

4.2.1 Ms. Williams’s Statements are Absolutely Privileged

Statements made in quasi-judicial proceedings, such as those before administrative bodies, are absolutely privileged. See *Sahara Gaming Corp. v. Culinary Workers Union Local 226*, 115 Nev. 212, 217 (1999); see also *Lewis v. Benson*, 101 Nev. 300, 301 (1985) (applying absolute privilege to citizen complaint to internal affairs bureau against police officer). This privilege completely bars any liability for statements made in the course of these proceedings, even if they are made maliciously and with knowledge of their falsity. See *Sahara Gaming*, 115 Nev. at 219. The privilege applies not only to statements made during the course of proceedings in progress, but also to letters written in anticipation of litigation. See *Sahara Gaming*, 217-218 (citing *Richards v. Conklin*, 94 Nev. 84, 85 (1978)). Though the Nevada Supreme Court apparently has not yet dealt with a case applying the absolute privilege to claims against a realtor, California has extended its similar absolute privilege to such circumstances. See *King v. Borges*, 28 Cal. App. 3d 27, 34 (1972) (finding that state department’s interest in citizens reporting professional misconduct would be undermined if reporting citizens had

to fear defamation suits, and extending absolute privilege to complaint against realtor filed with state division of real estate).

Plaintiff's claims are based on a complaint Ms. Williams filed with the Division and a preceding text message which explicitly contemplates filing this complaint. The complaint is unquestionably absolutely privileged, even if Ms. Williams knew that every statement in it was false.⁵ Similarly, Ms. Williams's June 27, 2017 text message is comparable to a pre-litigation demand letter and is absolutely privileged. All of Plaintiff's claims must fail and he cannot show a probability of prevailing on them. But even if the absolute privilege did not apply, Plaintiff's claims fail on the merits.

4.2.2 Plaintiff's Defamation Claim Fails

To establish a cause of action for defamation, a plaintiff must allege: (1) a false and defamatory statement by the defendant concerning the plaintiff; (2) an unprivileged publication to a third person; (3) fault, amounting to at least negligence; and (4) actual or presumed damages. See *Wynn v. Smith*, 117 Nev. 6, 10 (Nev. 2001); see also *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 718 (2002). A statement is only defamatory if it contains a factual assertion that can be proven false. See *Pope v. Motel 6*, 114 P.3d 277, 282 (Nev. 2005).

As an initial matter, there is some ambiguity as to the statements on which Plaintiff bases his defamation claim. He appears to claim Ms. Williams's June 27 text message is defamatory, but he only alleges she sent this message to him. There is thus no publication to a third party and any defamation claim based on this message must fail. The remainder of the analysis in this section refers only to the statements in Ms. Williams's complaint to the Department.

⁵ This, of course, is not the case, as Ms. Williams believed every statement in the complaint to be true. (See Williams Decl. at ¶¶ 16-17.)

A statement must include a false assertion of fact to be defamatory. “[M]inor inaccuracies do not amount to falsity unless the inaccuracies ‘would have a different effect on the mind of the reader from that which the pleaded truth would have produced.’” *Pegasus*, 118 Nev. at 715 n.17. If the “gist” or “sting” of a story is true, it is not defamatory even if some details are incorrect. *Masson v. New Yorker Magazine, Inc.*, 501 U.S. 496, 517 (1991).

A statement of opinion cannot be defamatory, as the First Amendment recognizes that there is no such thing as a “false” idea. See *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 714 (Nev. 2002); see also *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 339 (1974); *Nevada Indep. Broadcasting Corp. v. Allen*, 664 P.2d 337, 341 (Nev. 1983) (holding that “statements of opinion as opposed to statements of fact are not actionable”). An “evaluative opinion” cannot be defamatory, either. See *People for the Ethical Treatment of Animals v. Bobby Berosini, Ltd.*, 11 Nev. 615, 624-25 (1995) (finding that claiming depictions of violence towards animals shown in video amounted to “abuse” was protected as opinion) (modified on unrelated grounds in *City of Las Vegas Downtown Redevelopment Agency v. Hecht*, 113 Nev. 644, 650 (Nev. 1997)). Such an opinion is one that “convey[s] the publisher’s judgment as to the quality of another’s behavior, and as such, it is not a statement of fact.” *Id.* at 624 (citing *Prosser and Keeton on Torts*, 814 (W. Page Keeton, ed.; 5th ed 1984)).

To determine whether a statement is one of protected opinion or an actionable factual assertion, the court must ask “whether a reasonable person would be likely to understand the remark as an expression of the source’s opinion or as a statement of existing fact.” *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 715 (Nev. 2002). Courts look the context of the statement, the language used, and whether the statement can be proven false to determine whether it is

capable of a defamatory meaning. See *Flowers v. Carville*, 112 F. Supp. 2d 1202, 1211 (D. Nev. 2000).

As explained in Section 4.1.2, *supra*, the statements in the complaint which contain factual assertions are undisputedly true or substantially true, and are not defamatory. This only leaves the statements that Plaintiff's conduct described in the complaint was racist, sexist, unprofessional, and unethical. These are statements of opinion which cannot support a defamation claim.

It hardly requires explaining that "racist," "sexist," and "unprofessional" are extremely vague terms that lack a precise meaning, and which any number of readers could interpret in any different number of ways. Merely accusing someone of being racist or discriminatory "is no more than meaningless name calling" and is not defamatory. See *Overhill Farms, Inc. v. Lopez*, 190 Cal. App. 4th 1248, 1262 (2010) (citing *Stevens v. Tillman*, 855 F.2d 394, 402 (7th Cir. 1988)). Calling someone "sexist" is likewise purely a statement of opinion. See *Hanson v. County of Kitsap*, 2014 U.S. Dist. LEXIS 89036, *15-16 (W.D. Wash. June 30, 2014) (finding statement that plaintiff made a "sexist response" was expression of non-actionable opinion). So too is the term "unprofessional." See *Moldea v. New York Times Co.*, 22 F.3d 310 (D.C. Cir. 1994) (finding that criticisms of a journalist's "sloppy journalism" and unprofessional techniques were not defamatory).

"Unethical" is arguably susceptible to a defamatory meaning if it implies false, undisclosed facts. But that is not what happened here. Ms. Williams's complaint to the Division lays out precisely what conduct she alleged was unethical, and Plaintiff does not dispute any such conduct. Plaintiff may disagree that his conduct was unethical, but Ms. Williams's evaluative opinion of it is non-actionable because she disclosed the facts on which she based her opinion. See *Berosini*, 11 Nev. at 624-25. The facts here are similar to those in *IQTAXX, LLC v. Boling*, 44 Med.L.Rptr. 1561 (Nev. Dist. Ct. 2016), where an individual published a

review of a tax preparation company containing undisputed facts and the concluding that the company's conduct constituted "MALPRACTICE!" The court found that this constituted an opinion based on disclosed facts and was thus not defamatory. See *id.* at 1565. To the extent "racist," "sexist," or "unprofessional" are not statements of pure opinion, they are also expressions of evaluative opinion based on disclosed facts.

None of Plaintiff's statements are capable of defamatory meaning and are thus protected under the First Amendment. Plaintiff cannot show a probability of prevailing on his defamation claim, and the Court must dismiss it.

4.2.3 Plaintiff's Fraud Claim Fails

Plaintiff premises a claim of common-law fraud on Ms. Williams's complaint to the Division. Plaintiff appears to be confused as to what the elements of fraud are, however, and his claim must fail. The elements of a common law fraud claim are as follows:

1. A false representation made by the defendant;
2. Defendant's knowledge or belief that the representation is false (or insufficient basis for making the representation);
3. Defendant's intention to induce the plaintiff to act or to refrain from acting in reliance upon the misrepresentation;
4. Plaintiff's justifiable reliance upon the misrepresentation; and
5. Damage to the plaintiff resulting from such reliance.

Lubbe v. Barba, 91 Nev. 596, 599 (1975). There is a clear implication within these elements that the false representation must be made to the plaintiff, not a third party. See *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 111 (1992).

There are numerous problems with trying to make a fraud claim fit the facts here. First, the allegedly false communication is Ms. Williams's complaint to the

Division, which she never sent to Plaintiff. Second, the allegedly actionable statements in the complaint are, as explained in Section 4.2.2, *supra*, statements of opinion which cannot be proven false. Third, as evidenced by the fact that she did not send Plaintiff the complaint, Ms. Williams was trying to induce the Division to impose discipline on Plaintiff for his conduct, rather than induce Plaintiff to do anything. And fourth, Plaintiff does not allege he relied on any misrepresentation by Ms. Williams; to the contrary, he alleges at length that he believed statements in the complaint were false.

Leaving entirely aside the issue of truth or falsity, Plaintiff does not allege a claim of fraud. He alleges that Plaintiff submitted a complaint to the Division containing incorrect conclusions, which is an entirely different species of conduct than what fraud claims are meant to address. Plaintiff cannot show a probability of prevailing on this claim, and the Court must dismiss it.

4.2.4 Plaintiff's Extortion Claim Fails

Plaintiff ends by alleging that Ms. Williams's June 27, 2017 text message constitutes extortion. As an initial matter, it does not appear the Nevada Supreme Court has decided whether a claim for civil extortion even exists, and so Plaintiff likely cannot bring it at all. But even if the claim exists in Nevada, Plaintiff cannot show a probability of prevailing on it.

Ms. Williams's text message is the equivalent of a pre-litigation demand letter: "Stop your improper conduct or I will file a complaint." Such communications do not constitute extortion. See, e.g., *Malin v. Singer*, 217 Cal. App. 4th 1283, 1289 (2013).

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5.0 CONCLUSION

For the foregoing reasons, the Court should dismiss all of Plaintiff's claims with prejudice and award both Ms. Williams's costs and reasonable attorneys' fees, as well as award her \$10,000, to be sought by separate motion.

DATED August 9, 2019.

Respectfully submitted,

/s/ Marc J. Randazza

Marc J. Randazza (NV Bar No. 12265)
 Alex J. Shepard (NV Bar No. 13582)
 RANDAZZA LEGAL GROUP, PLLC
 2764 Lake Sahara Drive, Suite 109
 Las Vegas, NV 89117

Attorneys for Defendant
Daphne Williams

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of August 2019, I served a true and correct copy of the foregoing document via the Eighth Judicial District Court's Odyssey electronic filing system and via U.S. Mail and email upon Plaintiff at:

Charles "Randy" Lazer
Hecker Real Estate and Development
4955 S. Durango Dr., Suite 155
Las Vegas, NV 89113
<ran314@aol.com>

/s/ Heather Ebert
Employee,
Randazza Legal Group

EXHIBIT 1

Declaration of Daphne Williams

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

CHARLES “RANDY” LAZER,

Plaintiff,

vs.

DAPHNE WILLIAMS,

Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

DECLARATION OF DAPHNE
WILLIAMS IN SUPPORT OF ANTI-
SLAPP SPECIAL MOTION TO DISMISS
UNDER NRS 41.660

I, Daphne Williams, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness, could and would testify competently thereto.

2. I am the defendant in this matter. I provide this declaration in support of my Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 (the “Anti-SLAPP Motion”).

3. I am an African-American woman.

1 4. In 2017 my former landlord, Rosane Krupp, asked me if I wanted to purchase
2 property at 1404 Kilimanjaro Lane, Unit 202, Las Vegas, Nevada 89128. Plaintiff represented
3 Ms. Krupp regarding the sale of this property. I did not retain a real estate agent for this transaction.

4 5. On May 13, 2017, Plaintiff came to property I was renting from Ms. Krupp to take
5 pictures of it. He told me on this day "Daphne, I think you are going to be successful. When you
6 become successful and you want to buy a bigger house and if your brother is retired by then, I'd
7 be glad to be your realtor."

8 6. I had never met Plaintiff prior to May 13, 2017 and considered his assumptions that
9 I was not successful and somehow relied on my brother to be sexist.

10 7. Also on May 13, 2017, Plaintiff shared several pieces of personal information about
11 Ms. Krupp with me that I did not previously know, including details about her romantic life and
12 the commission he was charging for the transaction. I understood that, as Ms. Krupp's realtor,
13 Plaintiff had a duty to maintain the confidentiality of this information, and that disclosing it to me
14 was unethical or, at the very least, highly unprofessional.

15 8. At various points in 2017, Plaintiff informed my loan officer, Bryan Jolly (who is
16 African-American), that in the course of his work as a real estate agent, he had contacted real estate
17 appraisers and given them information to assist with their appraisal of property for which he was
18 acting as a broker prior to these individuals conducting their appraisal. Prior to August 23, 2017,
19 Mr. Jolly sent an email from Plaintiff to me in which Plaintiff confirmed this practice of his. Prior
20 to August 23, 2017, I spoke with employees of the State of Nevada Department of Business and
21 Industry, Real Estate Division (the "Division") regarding this practice, and they informed me real
22 estate agents are not supposed to do this. Upon learning this information, I considered Plaintiff's
23 claimed practice of contacting real estate appraisers to be unethical and highly unprofessional.

24 9. During the course of the sale of Ms. Krupp's property, I allowed multiple
25 individuals to remove furniture from the property at Ms. Krupp's request. Despite this, Plaintiff
26 falsely claimed that I did not let Ms. Krupp's "movers" remove furniture from the property.
27 Plaintiff was not involved in, nor did he coordinate, the removal of furniture or personal items

1 from the property and was thus not in a position to know about my conduct in allowing people to
2 remove furniture.

3 10. During the course of the sale of Ms. Krupp's property, I signed a contract for the
4 sale of this property and paid earnest money as required by the contract. Plaintiff never provided
5 me with a receipt for this earnest money payment and never provided me with a signed copy of
6 the contract. Plaintiff claimed I was negligent in meeting due diligence timeframes noted in the
7 sale contract, even though his failure to provide me with these documents interfered with my ability
8 to do so. I only received a receipt and signed copy of the contract after the close of escrow and
9 after requesting these documents from a third party. **Exhibit 2** to the Anti-SLAPP Motion at page
10 6 is a true and correct copy of an email I received from Stacey Griffith at Ticor Title Insurance on
11 July 31, 2017. Ms. Griffith sent this email to me in response to my request for a signed copy of
12 the sale contract. This email was the first time I received a signed copy of the contract from
13 anyone.

14 11. At several points during the course of the sale of Ms. Krupp's property, Plaintiff
15 sent communications to Mr. Jolly that I considered unprofessional, which Mr. Jolly then forwarded
16 to me. A true and correct copy of these emails is attached as **Exhibit 2** to the Anti-SLAPP Motion.

17 12. By June 27, 2017, I had become frustrated with Plaintiff's conduct and the fact that
18 the property had not yet been sold. On that day, I sent a text message to Plaintiff that read "Randy,
19 if this racist sexist [sic] and unprofessional behavior of yours continues and Rosane and I are
20 unable to close this deal, you will leave me with no other remedy than to file a complaint with the
21 Nevada Board of Realtors and HUD against you and your broker for your unethical and
22 unprofessional behavior as noted in the emails and text messages you have sent during this process.
23 I will use the emails and text you have sent to file a truthful complaint." A true and correct copy
24 of this text message is attached to Plaintiff's Complaint as Exhibit 2, with the exception that the
25 version attached to Plaintiff's Complaint does not include the final sentence of this message.

26 13. On June 27, 2017, Ms. Krupp called me and told me that Plaintiff had instructed
27 her to tell me to apologize for my text message to Plaintiff. She also said during this call that

1 “Randy keeps telling me if the property doesn’t sell and things don’t work out for me in Maryland,
2 I can always come back and live with him until I get on my feet.” She then said, “He always like
3 me like that, but I don’t like him like that. There is always an ulterior motive. I don’t know why
4 he is trying to sabotage this deal. If we don’t close, you and Randy will be fine, but I will be the
5 one who will not.”

6 14. In July 2017, Ms. Krupp and I finally completed the sale of Ms. Krupp’s property.
7 Less than 24 hours after the close of escrow, Plaintiff sent me a demand letter requesting that I pay
8 him money and sign a written apology for my June 27, 2017 text message, or he would begin
9 litigation.

10 15. Aside from the unethical and unprofessional conduct mentioned above, Plaintiff
11 was consistently rude and unprofessional to me throughout 2017. I have no doubt in my mind (nor
12 have I ever) that, had I not been an African-American woman, he would have treated me with a
13 greater amount of respect and professionalism.

14 16. On August 23, 2017, I submitted a complaint to the Division. The complaint
15 contained the above allegations regarding Plaintiff. I believed at that time, and still believe today,
16 that every statement I made in the complaint was either true or an expression of my opinion of
17 Plaintiff and his conduct. A true and correct copy of this complaint (excluding exhibits) is attached
18 to Plaintiff’s Complaint as Exhibit 3.

19 17. Never at any time have I doubted the truth of the statements I made. They are all
20 either completely true facts or they are my reasoned opinion based upon my experience with
21 Plaintiff.

22 18. I did not file the complaint with the Division to gain any kind of advantage against
23 Plaintiff or in a transaction involving him. Instead, I wanted to inform the Division of his behavior
24 which I observed first-hand and subjectively found to be racist, sexist, unprofessional, and
25 unethical.

26 19. After I filed my complaint the Division, I was informed by the Division that
27 Plaintiff had been fined \$2,000 for 3 violations of Nevada statutes and ethics codes, but was then

1 subsequently informed on April 18, 2018 that the case against Plaintiff had been closed. I
2 requested an explanation for the dismissal from the Division, and it responded that, in its initial
3 evaluation of my complaint, it determined Plaintiff had violated Nevada statutes and NAC 645.
4 However, Plaintiff challenged this finding, which caused legal counsel for the Division to get
5 involved. The Division's counsel disagreed that any violation had occurred, which left it with no
6 option but to close the case. A true and correct copy of my email correspondence with the Division
7 dated April 24 and April 25, 2018, is attached as **Exhibit 3** to the Anti-SLAPP Motion.

8 Under the laws of the State of Nevada, I declare under penalty of perjury that the foregoing
9 is true and correct to the best of my knowledge.

10
11 Executed on 8/9/2019.

12 DocuSigned by:

13 

14 60AAED3817D0404...

15 Daphne Williams
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EXHIBIT 2

Emails from Plaintiff

From: ran314@aol.com [mailto:ran314@aol.com]
Sent: Wednesday, June 7, 2017 8:42 AM
To: Bryan A. Jolly <bjolly@goalterra.com>
Subject: Re: 1404 Kilamanjaro....appraiser

Bryan..if you could provide me with the appraiser's contact information, that would be great. Usually I email info directly to appraisers at least when I do not represent the buyer, which is the case here. I had requested the appraiser contact me prior to scheduling, and that did not occur. So please provide me with his contact info.

Thank you,

Randy

-----Original Message-----

From: Bryan A. Jolly <bjolly@goalterra.com>
To: ran314 <ran314@aol.com>
Sent: Wed, Jun 7, 2017 8:23 am
Subject: Re: 1404 Kilamanjaro, Daphne Williams

Hey Randy,

You can send it to me, however, we're not allowed to have direct contact with the appraiser. All appraisals are ordered through a 3rd party company, but I can pass it along to our processors who may be able to get the info to the appraisal company.

Sent from my Samsung Galaxy S8+

Thanks,

Bryan Jolly

Loan Officer

NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

Office: [702-405-7021](tel:702-405-7021)

Fax: [702-968-8666](tel:702-968-8666)

Cell: [702-462-4513](tel:702-462-4513)

Email: bjolly@goalterra.com

From: ran314@aol.com <ran314@aol.com>
Sent: Wednesday, June 7, 2017 8:21:09 AM

From: Bryan A. Jolly
Sent: Wednesday, June 7, 2017 10:46 AM
To: 'ran314@aol.com' <ran314@aol.com>
Cc: Anthony Pien <apien@goalterra.com>; Clara Mestre <cmestre@goalterra.com>
Subject: RE: 1404 Kilimanjaro....appraiser

Randy,

Unfortunately, I do not have the appraiser's contact information at this time. Since the buyer lives in the residence the appraiser contacted her directly to schedule the appointment. If there is an issue with value, information can be provided as a rebuttal, but I'm not allowed to have the appraiser's contact information beforehand so that I can't influence the value in any way.

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205
Alterra Home Loans
3245 S. Rainbow Blvd., Suite 102
Las Vegas, NV 89146
Office: 702-405-7021
Fax: 702-968-8666
Cell: 702-462-4513
Email: bjolly@goalterra.com
Website: Alterra Home Loans - Bryan Jolly

Bryan A. Jolly

Exhibit E 1

From: ran314@aol.com
Sent: Wednesday, June 7, 2017 1:50 PM
To: Bryan A. Jolly
Subject: Re: 1404 Kilimanjaro....appraiser

Bryan....I realize what had occurred, but I did request that I would be contacted by the appraiser to schedule an appointment. Of 4 previous transactions I closed last month, all appraisers had contacted me before going to the properties. Bryan, since my client has paid \$450 for an appraisal, and I am the listing agent, I would suggest you have the appraiser contact me, just like everybody else has. In fact, I had an appraiser call me last night on another property, and gave me his email to send information to. So please Bryan have the appraiser email me about this today. I am leaving on a trip tomorrow, and I want to get him information on this unit and a few others that he likely won't have.

Thank you,

Randy Lazer

—Original Message—

From: Bryan A. Jolly <bjolly@goalterra.com>
To: ran314 <ran314@aol.com>
Cc: Anthony Pien <apien@goalterra.com>; Clara Mestre <cmestre@goalterra.com>
Sent: Wed, Jun 7, 2017 10:48 am
Subject: RE: 1404 Kilimanjaro....appraiser

Randy,

Unfortunately, I do not have the appraiser's contact information at this time. Since the buyer lives in the residence the appraiser contacted her directly to schedule the appointment. If there is an issue with value, information can be provided as a rebuttal, but I'm not allowed to have the appraiser's contact information beforehand so that I can't influence the value in any way.

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205
Alterra Home Loans
3245 S. Rainbow Blvd., Suite 102
Las Vegas, NV 89146
Office: 702-405-7021
Fax: 702-968-8666
Cell: 702-462-4513
Email: bjolly@goalterra.com
Website: Alterra Home Loans - Bryan Jolly



Bryan A. Jolly

Exhibit E2

From: ran314 <ran314@aol.com>
Sent: Friday, June 9, 2017 9:03 PM
To: Bryan A. Jolly
Subject: Re: Appraisal Report

Hi Bryan...I am glad the appraisal came in at value. Prior to the appraisal, the appraiser called, and gave me her email address. I provided her with information on specific units, along with units in escrow within proximity but out of the subdivision, and one that sold outside of the subdivision. Had I not done that, I don't know if the appraisal would have been different or not...but it might have been. In representing a seller, I have a fiduciary responsibility, so I always try and put forth my best efforts, and will always communicate with an appraiser. So, I am glad things turned out well. Thank you for putting the appraiser in touch, as that was important to me. Be well, Randy

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

----- Original message -----

From: "Bryan A. Jolly" <bjolly@goalterra.com>
Date: 6/9/17 1:40 PM (GMT-08:00)
To: ran314@aol.com
Subject: Appraisal Report

Good Afternoon Randy,

I hope this email finds you well. Attached is a copy of the appraisal report. The value came in at 86k with no conditions. Please advise if anything further is needed at this time?

Thanks,

Bryan Jolly

Loan Officer

NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

From: ran314@aol.com <ran314@aol.com>

Sent: Monday, June 26, 2017 8:22:27 AM

To: Bryan A. Jolly

Subject: Re: Regarding 1404 Kilimanjaro and options for proceeding

Exhibit F

* Bryan...that verbiage is not going to be added, as per the terms of the contract, the seller has to vacate in a neat and orderly fashion. You also have not explained why you notified me on 5/30 that you were working on obtaining the condo docs that should have been received by June 3, and did not inform me that you had an issue with them, and that despite the association management indicating they would be delivered in 10 days, they somehow did not arrive until a month after you received the contract? Please do share as to why this occurred.

7 Here is what is going to happen, and this per my conversations with the seller. The seller will make arrangements for all furnishings to be removed. Based upon your email, the escrow will be extended to close on or before July 15, 2017, at which point should the transaction not close, the seller will request the release of the buyer's earnest money by contract. There will be no credit of \$500.

* If Daphne doesn't like that, then there will be no extension of escrow, and the seller will cancel the escrow and call for the release to her of the buyer's earnest money. That is as clear as it gets. That doesn't come from me, that comes from the seller. No more games. The seller will in compliance of the contract have the furnishings removed by the close of escrow.

Also Bryan...if you don't call me and we don't have a good talk about this, the seller will cancel the escrow on July 15. I need to know the specifics of Daphne's loan so I can assess if this transaction is likely to close on or before July 15. I would suggest you call me at 702-271-1295, and I will not be able to answer the phone between 9:00 and 10:30 this morning.

Thank you,

Randy Lazer

< All Inboxes

3 Messages

Document Delivery Notice -...

Document Delivery Notice -...

Exhibit G

From: Stacey Griffith

Document Delivery Notice - Order #17... Hide

To: Daphne Williams

July 31, 2017 at 6:57 AM

**TICOR TITLE INSURANCE™****DOCUMENT DELIVERY
NOTICE**

Please click on the attachment(s) above to
access your documents.

Here you go! Please let me know if
you need anything else.

Stacey Griffith**Escrow Assistant to Jodie Harvey**

Ticor Title of Nevada, Inc

8290 W. Sahara Avenue Suite 275

Las Vegas, NV 89117

702-932-0231

702-952-0456 (fax)

Stacey.Griffith@TicorTitle.com

AA 102

6

Harvey, Jodie

From: ran314@aol.com
Sent: Tuesday, May 23, 2017 9:47 AM
To: Harvey, Jodie
Subject: Re: 1404 Kilimanjaro Lane #202, Las Vegas, NV 89128

Hi Jodie....it was great seeing you yesterday, and I appreciate your work with this. As I basically did a favor for my friend, the seller, the total commission to Hecker Real Estate and Development will be \$1500, and there is no buyer's agent.

For information from the Seller, just give her a call, and her name is Rosane (yes, that is the correct spelling). Rosane just moved to Baltimore, and her cell is [REDACTED]

I will order the HOA demand in the next day or two, and hopefully things will be good.

Be well,

Randy

—Original Message—

From: Jodie Harvey <jodie.harvey@ticortitle.com>
To: ran314 <ran314@aol.com>
Cc: stacey.griffith <stacey.griffith@ticortitle.com>
Sent: Mon, May 22, 2017 7:23 pm
Subject: 1404 Kilimanjaro Lane #202, Las Vegas, NV 89128



CORRESPONDENCE

A note has been posted to your order.

I wanted to reach out to you and say thank you very much for opening a new escrow with me! For your reference your file number will be: 17130313, I look forward to the opportunity to earn your business. Is there a preference on your means of communication? Please don't hesitate to call me with anything if you should have questions during the transaction. My assistant's name is Stacey Griffith and her email is Stacey.Griffith@Ticortitle.com. She will also reach out to you during your transaction.

In effort to make your transaction as smooth as possible please review the follow:

- If you have not done so already please advise how the EMD will be deposited. We have couriers who can come pick it up if need be. If you need wiring

From: Daphne Williams dlwilliams123@icloud.com
Subject: Messages from Rosane
Date: Aug 11, 2017, 10:12:26 AM
To: dlwilliams123@gmail.com

●●○○ AT&T

10:11 AM

100% 

< 15



Rosane

any question mark or I
didn't send any idem.

Ok, thx

Tue, Jun 27, 3:07 PM

Please call me when
you have a chance, I
need to talk to you.
Thanks

AA 104



Let me go outside

Wed, Jun 28, 6:54 AM

Catarina is going to
buy the bed and
mirror, she is going to
call you to schedule



Sent from my iPhone

To: Ms. Daphne Williams
1404 Kilamanjaro #202
Las Vegas, Nevada 89128

From: Charles "Randy" Lazer
Hecker Real Estate and Development
4955 S. Durango, Ste. 155
Las Vegas, Nevada 89113

Date: July 25, 2017

Subject: Demand letter as requisite for filing litigation with the Las Vegas Justice Court for the knowing commission of fraud, and to obtain compensatory and punitive damages for those acts, for which this will be sent by certified mail, and included with the filing. Ms. Williams has a record of all texts and emails, and those will be submitted with the certified letter and the complaint.

First, Ms. Williams is advised to seek legal counsel in compliance with my code of ethics, and to share, I am not an attorney.

This constitutes a demand letter for payment from Daphne Williams to Charles "Randy" Lazer of the amount of \$1,351.67, due on or before August 15, 2017, and will be submitted to the court as part of the filing on August 15, 2017 should payment not be received, or the matter is not resolved to the satisfaction of Charles "Randy" Lazer. This amount is to compensate Mr. Lazer for 6 hours and 3 minutes of time he spent defending his 26 year real estate career and the operations of the real estate brokerage that he worked with from knowingly false and terrible accusations of racism, sexism, unethical and unprofessional behavior, threatened by the defendant to be filed with the Nevada Real Estate Division, HUD, and the Greater Las Vegas Association of Realtors. As everything is in writing, the facts below are not of dispute.

The written words of Ms. Williams, stating that Mr. Lazer acted in a racist, sexist, unethical and unprofessional manner with respect to emails and texts, were knowingly fraudulent and malicious. Knowingly fraudulent, as everything is in writing, and it is quite clear that there are no racist, sexist, unethical or unprofessional statements made by Mr. Lazer, as all emails and texts are attached. In fact, Ms. Williams sent 16 text messages to Mr. Lazer thanking him for his replies. Thus, with Ms. Williams referencing filing terrible complaints of racism, sexism, and ethical violations, when she knew no such behavior occurred, constitutes the knowing commission of fraud.

Moreover, Ms. Williams was threatening to destroy Mr. Lazer's 26 year career, future earnings, longstanding exceptional reputation, and the operations of Hecker Real Estate and Development by referencing filing knowingly wrongful complaints with the Nevada Real Estate Division, HUD, and the Greater Las Vegas Association of Realtors. Again with everything verifiable in writing, that Ms. Williams had 100 percent knowledge that no such racism, sexism, unethical, or unprofessional behavior occurred, these certainly are circumstances that would meet the standards for punitive damages of being malicious. Thus, a request for punitive damages is hereby submitted to the court, for which often a court may find punitive damages to be triple or more of the original damages sought, or in this case, potentially damages totaling \$5,406.68, or more, along with court costs and attorney's fees if allowable.

No facts are in dispute, as everything is in writing. Nor should there be any dispute of the damages suffered by Charles "Randy" Lazer; of the loss of an estimated 6 hours and 3 minutes of time in preparation for the defense of his 26 year real estate career and future income earnings, along with his efforts to also defend the company he works with from a potential suspension of operations, should these knowingly fraudulent claims of racist and sexist behavior, along with knowingly fraudulent claims of violations of his code of ethics be upheld.

Such claims if upheld by the Real Estate Division would likely cause the loss of Mr. Lazer's real estate license and career, his future earnings, and could also result in having the licensing of Hecker Real Estate and Development suspended, causing huge losses of income from property management accounts and real estate commissions, along with fines and expenses of a commission hearing likely totaling \$50,000 or more. So, one can clearly understand the importance of Mr. Lazer taking action to defend against wrongful accusations and threats that could potentially end his long career in real estate, while putting to a stop the operations of the company that he works with, which has been in business for over 40 years.

There is no dispute that Ms. Daphne Williams sent a text to Mr. Lazer from her cell phone number (909) 714-6155, on Tuesday, June 27, at approximately 12:35 pm, PST. The message was exactly as follows, and is noted in the supporting documents, shared from the text to email: "Randy, if this racist sexist (sic) and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process."

Again, without dispute of what was sent, as all texts and emails are written, a message from Ms. Williams stated racist, sexist, unethical and unprofessional behavior had occurred, and that this was referenced from all texts and emails. It is clear from reviewing the attached, which constitutes all text and email communications involving Ms. Williams and Mr. Lazer through June 27, 2017, that there is no racist, sexist, or unprofessional behavior from Mr. Lazer. Again, in 16 text messages, Ms. Williams thanked Mr. Lazer in response to the texts he had sent, so there is a huge question of what racist, sexist, unethical and unprofessional behavior Ms. Williams would be thanking Mr. Lazer for?

Ms. Williams had been asked to reference any wrongful behavior on the part of Mr. Lazer in a text sent by Mr. Lazer at 12:49 pm on June 27, 2017. Nearly one month has elapsed, and Ms. Williams still has not indicated one example of what was racist or sexist, unethical or unprofessional regarding the written words or behavior of Mr. Lazer, although her text indicates only the written word.

Ms. Williams sent another threatening text message approximately 13 minutes later, stating "And I will not have a problem following an attorneys advise (sic) to see (sic) remedy to the full extent of the law", even though she had knowledge that no racist, sexist, unethical or unprofessional behavior had occurred. This further reinforced the necessity of Mr. Lazer to immediately prepare a defense for his career and that of the company he works with, Hecker Real Estate and Development, as Ms. Williams was unquestionably and wrongfully threatening Mr. Lazer's career and the operations of the brokerage that he works with.

To demonstrate to the court that the typical 5 elements of a claim of fraud via misrepresentation are present in this case for prevailing in the State of Nevada, please consider the following;

- 1) The defendant made a false representation....again, no texts or emails that were racist, sexist, unethical or unprofessional from Randy Lazer, as noted in the attached.
- 2) The defendant had knowledge and belief that the representation is false, as the defendant had all records of texts and emails in her possession, and again, had thanked Mr. Lazer in 16 different text messages.
- 3) With the intent to induce the plaintiff to act or refrain from acting on the representation.

Here is the first point of substantiation, in that when a real estate agent is confronted with knowingly false charges of racism, sexism, and violations of professional standards and codes of ethics, the charges are so serious that they do require a defense of one's career and a defense of the brokerage they are working with, which caused the action of Mr. Lazer to spend 6 hours and 3 minutes of his time for, with contacts to the real estate division, the client he represented, an attorney, the mortgage lender, and the buyer. Given Ms. Williams career in personnel and human resources, she is well aware of the serious nature of charges of racism, sexism, unethical and unprofessional behavior, and referenced the Regulatory

agencies she threatened to file knowingly wrongful complaints, which could if upheld cause the loss of Mr. Lazer's real estate career, and potentially suspend the operations of the company that he works with. Thus Ms. Williams demonstrated intent to induce the plaintiff, Mr. Lazer to take action, as such damaging charges, no matter that they are false, with the stakes so high merit hours of work to defend.

As a second point, in Ms. Williams' text she referenced behavior on the part of Mr. Lazer that would prevent the transaction from closing...this despite Ms. Williams breach of contract as noted in the two paragraphs below. As one reviews these facts it becomes clear that Ms. Williams was with great evidence trying to have Mr. Lazer not act as the seller's agent and breach his responsibilities by not representing the seller's best interests, but rather to stay out of the way with reference to the consummation of this transaction. That Ms. Williams was likely inferring in this text that Mr. Lazer should back off from behavior that previously occurred, indicating that Ms. Williams was breaching the contract by failing to close on schedule, and that the seller was not guaranteeing that she would extend the escrow.

That Mr. Lazer from the threats Ms. Williams made of making terrible and false reports to the Nevada Real Estate Division, the Greater Las Vegas Association of Realtors, and HUD, of racism, sexism, and unethical behavior, to avoid this should stay out of the way. That is the second part of substantiation of this point of refraining from acting on the representation made by the defendant. The following two paragraphs detail and support this.

What did occur with reference to point 3 of the elements of fraud, is that Ms. Williams entered into a real estate contract to purchase the condo she was occupying, and Charles "Randy" Lazer represented the seller, and not Ms. Williams, which was noted on the real estate purchase agreement, and the "Duties Owed form", both of which are attached.

On June 23, 2017, Mr. Lazer learned from Ms. Williams' lender that the contract was not going to close per the scheduled date of June 30, 2017. Mr. Lazer, per his code of ethics of informing a party to the transaction of material facts, along with the authorization of the seller, informed Ms. Williams that the seller could cancel the transaction, and that there was no guarantee she would sign an addendum extending the escrow, as more than five weeks would have passed from the mortgage company's receipt of the purchase contract, which was more than sufficient time to close this escrow, according to the manager of Alterra Loans, the mortgage company Ms. Williams was working with.

Apparently the reason for the delay (to the best of Mr. Lazer's understanding) was due to Ms. Williams negligence in paying for the condo questionnaire from the association for her lender to review, which was required for her to pay per the contract she signed. Ms. Williams did become agitated in a phone conversation with Mr. Lazer on or around June 23, 2017, in which he calmly informed Ms. Williams of the contract date for closing, and of the circumstances relayed by the lender that this contract date was not going to be met. Mr. Lazer then shared that the seller authorized him to relay the information that there was no guarantee she would extend the escrow. This phone call proceeded the knowingly fraudulent text from Ms. Williams, with terrible and wrongful accusations that threatened Mr. Lazer's career and the operations of Hecker Real Estate and Development.

So, these are the details involved with Ms. Williams' written remarks referencing what might transpire...that knowingly wrongful and terrible complaints of Mr. Lazer would be submitted to regulatory agencies if Ms. Williams and the seller "are unable to close this deal". This is with reference to inducing the plaintiff to refrain from actions involving adhering to his fiduciary responsibilities of representing the seller's best interests, as noted in the above paragraph. Again, this stems from the written and indisputable words of Ms. Williams', per her texts of June 27, 2017, which also included threats of knowingly and wrongfully threatening complaints that could jeopardize the career of Mr. Lazer, and the operations of the business of the brokerage he worked with.

4) Also involved with fraud is representation that the plaintiff justifiably relies upon.

With Ms. Williams text on June 27, 2017, threatening the filing of charges of racism, sexism and unprofessional and unethical conduct (for which none had occurred, and that to Ms. Williams knowledge, thus..fraud) with the Nevada Real Estate Division, Greater Las Vegas Association of Realtors, and another text threatening legal action "to the full extent of the law" from Ms. Williams, again without any basis, well, Mr. Lazer was reliant on these statements to immediately give time to prepare a defense for his career, future earnings, and the operation of the brokerage he worked with, and he would have been negligent not to.

5) Reliance of Representations damages the plaintiff.

These knowingly fraudulent and written statements of Ms. Williams damaged Mr. Lazer both with allocating 6 hours and 3 minutes of his time to defend, and terrible duress over the period of nearly one month.

Mr. Lazer had to stop his work involving other clients and the marketing of his business, and take immediate actions to protect his license and the operations of Hecker Real Estate and Development. There should be no dispute of the 6 hours and 3 minutes of Mr. Lazer's time involved, for which he was damaged by the loss of that time from Ms. Williams knowingly fraudulent claims, and her threats.

Mr. Lazer responded to Ms. Williams text, with three messages on June 27, at 1:42 pm, 1:47pm, and 1:50pm, in which he had to carefully frame a response, as not submitting a response could indicate passive acceptance of the wrongful allegations of Ms. Williams.

Mr. Lazer also called the real estate division three times that afternoon, to apprise them of what had transpired, and how best to proceed. Mr. Lazer also had to email every text, print that out, and print out all emails from Ms. Williams for the appropriate documentation to defend. Mr. Lazer also had to write a very detailed email to the lender, as Mr. Lazer by his code of ethics has a duty to inform of material facts, and the lender had been acting as a representative of Ms. Williams, who was not represented by a real estate agent.

But that wasn't all, as Mr. Lazer by his code of ethics had to inform and discuss these circumstances with his client, the seller, Rosane Krupp, for which Ms. Williams' actions were the focal point of multiple conversations. Mr. Lazer also discussed this matter with attorney Steven Stone, and the administrator of Hecker Real Estate and Development. The following is a break down of Mr. Lazer's time that was lost due to the knowingly wrongful and fraudulent allegations of Ms. Williams, as Mr. Lazer had no option but to prepare a defense for his 26 year career and future earnings, along with the operations of the company he was licensed with.

Formulating a response, reviewing all communications, and responding to Ms. William's texts of June 27, 2017: 1 hour 26 minutes.

Writing an email to Ms. Williams Lender, calling him, calling the real estate division twice. 1 hour 21 minutes

Speaking with the seller and real estate division 29 minutes

Identifying texts, sharing them by email, and printing out all texts and emails, approximately 42 minutes

Speaking with the seller on June 28, June 29, July 1, and in person on July 5 and July 6, approximately 50 minutes

Meeting with attorney Steven Stone, approximately 1 hour for driving time and free consultation 60 minutes

Speaking with office administrator of Hecker Real Estate and Development, with travel time 55 minutes

Total estimated time expended to defend against knowingly fraudulent statements from Daphne Williams, 6 hours and 3 minutes.

Estimated hourly earnings for the months of May, June, and 24 days of July, of which the transaction comprised....please note this only includes commissions received from closed escrows, \$29,491.

Of significance, I am not requesting estimated hourly earnings from real estate that I worked with during the period of Ms. Williams' transaction, which includes three listed properties for which projected commissions would be approximately \$25,050, an additional property likely to be listed with a projected commission of \$5225, along with commissions from buyers that would be projected at approximately \$40,120, and \$8400 of commissions for working with a property management referral. This also does not include projected revenues from on my upcoming book entitled "Running Beyond Death, Reversing Heart Disease", that is likely to be endorsed by Duke University's Medical School, and on my soon to be released jazz/60's/70's violin cd entitled "Amazing Days".

The closed escrows for which I received payment in the period noted, would result in earnings of approximately \$223.42 per hour, as approximately 132 hours of work occurred to earn the \$29,491 of commissions noted in the closings below, and the check stubs from Hecker Real Estate and Development are attached. Again, this does not include time allocated within the same period of Ms. Williams' transaction of the development of additional business with projected commissions potentially in the vicinity of \$79,000, or any revenues from my upcoming book and cd. During that time frame I also took trips to Florida, Michigan, and Baltimore, and also allocated about 10 hours per week for my book and cd.

Mr. Lazer in many years was in the top 1% of his profession, and likely is with respect to career closing volume, estimated to be in excess of \$110 million. Mr. Lazer's earnings in the time frame with respect to Ms. Williams transaction are as follows with respect to closings of the properties below;

5817 Sunset Downs, North Las Vegas	\$6748.50
4345 Bacara Ridge, North Las Vegas	\$5280
9905 Saint Seasons, Las Vegas	\$5875
619 I Street, Petaluma, California (referral)	\$5312.50
8805 Spinning Wheel, Las Vegas,	\$4950
1404 Kilamanjaro #202, Las Vegas	\$1325
Total	\$29,491
Total hours worked in the time frame for these escrows	132
Earnings per hour	\$223.42
Time lost to defend as damages from Ms. Williams fraudulent statement	6.05 hours
Monetary damages from Ms. Williams fraudulent statement	\$1351.67

This litigation is being filed as a copy of this demand letter was sent to Ms. Williams by certified mail (for which the receipt was also submitted), and no satisfactory resolution has occurred.

The plaintiff requests the court consider punitive damages, as this clearly meets the standards for such, with Ms. Williams acting in a malicious manner that is beyond dispute, as her words were in writing, and she referenced only written communications. The malicious nature is evident by knowingly and wrongfully accusing Mr. Lazer of racist, sexist, unethical and unprofessional behavior that was in his writing, when no such writing exists. It isn't just that such wrongful allegations were made maliciously, but that Ms. Williams threatened Mr. Lazer's real estate career and future earnings and the operations of his brokerage, by alleging knowingly wrongful complaints could be filed with the Nevada Real Estate Division, the local Association of Realtors, and HUD. If making knowingly horrible and false statements about racism and sexism, and the violation of ethical and professional standards, while threatening one's career, their long standing reputation in the community, and the operation of a real estate brokerage doesn't constitute "malicious", then I don't know what does.

The court is hereby requested to award punitive damages in an amount the court determines is appropriate, as the standards of the defendant acting maliciously have clearly been met. The amount may or may not be what occurs in many cases of triple of the actual damages, or punitive damages in the amount of \$4055.01 in addition to the damages of \$1351.67 previously noted. If the court rules in favor of the plaintiff, it would be requested the defendant pay the plaintiff's court costs, which consist of a filing fee and potentially attorneys fees, if allowable

Lastly, I would like to share of the significant level of emotional duress I suffered due to Ms. Williams knowingly wrongful, hurtful, and fraudulent written remarks. Having one's behavior being referenced as racist, is terrible and upsetting for many, including myself. As a teacher at a private school, I gave two years of my life to take the students typically from very wealthy families, to low income neighborhoods in the Detroit area, where we provided food, clothing, and other assistance for many black families. I spoke and wrote to raise consciousness of the importance of providing educational funding for minorities and the economically disenfranchised. I am soon to be releasing a jazz violin cd, as having performed jazz for over 30 years, this music represents to many the very heart and soul of African-American culture in our country, and I am grateful to have performed with so many wonderful people who happened to be black, and to have so many wonderful people in my life, including friends from over 40 years, and valued clients and colleagues who happen to be black. I have such gratitude for truly caring and outstanding people who have helped myself and my family, who took care of my dying mother, who happen to be black. Clearly the court can see how I was so appalled and upset by Ms. Williams words, as would so many be for such a knowingly wrongful accusation of racism.

But, that wasn't all, as Ms. Williams' wrongfully alleged I was writing in a sexist manner. She never responded as to what specifically I wrote that was sexist, but did threaten my career to file a wrongful complaint of such with the Real Estate Division and other agencies. This despite I have a lifelong history of standing up for women's rights, which began when my father actually had Gloria Steinem guest lecture for his class, and from my mother sharing the importance of equal rights for women, and that there shouldn't be limits based upon gender. I have given of my time to paint and fix up homes that were shelters for women who suffered domestic violence, and for women who were in tragic condition from addiction, and to help women who were in crises from abuse. It doesn't make a me a saint, but when I think of Ms. Williams' knowingly terrible and wrongful words, yes, I was upset.

Lastly, as terrible and horrific as racism and sexism can be, it may be even worse to knowingly and wrongfully accuse a person of such. I recognize the court will rule on the legal issues, for which it is clear the five points for prevailing on a claim of misrepresentation in Nevada are met, and that the criteria of having punitive damages awarded for malicious behavior that is in writing and beyond dispute are met.

Additionally, not only did I suffer a loss of time of 6 hours and 3 minutes to defend from Ms. Williams' terrible and knowingly wrongful statements and threats, but, I also had difficulty going to sleep for approximately a week, and I would wake up typically between 3 and 4 am, unable to go back to sleep, upset with the career threatening and wrongful allegations of Ms. Williams, despite acting in good faith, and having an impeccable record with the Nevada Real Estate Division and the Greater Las Vegas Association of Realtors after 26 years of service. Whenever I receive an email or text or phone call pertaining to this transaction, upsetting thoughts do come into my mind, and I have suffered this for approximately one month.

I surely hope the court recognizes how terrible it is for somebody to wrongfully threaten one's career and the operations of the business that they work with, by knowingly making wrongful allegations of racist, sexist, and unethical behavior, particularly when that individual has acted in good faith, and in a highly professional manner. To knowingly and wrongfully accuse another of racism and sexism is for many, including myself, a terrible, terrible act, and something that Ms. Williams should be highly cognizant of, particularly given her years of experience in human resources and personnel and her current position in that field (all of this to the best of my knowledge, as relayed by Ms. Williams and the seller).

Yes, whenever racism or prejudice rears its ugly head we should be diligent and should not fail to object, as passive behavior can lead to acceptance. However, it truly is damning upon a person to wrongfully accuse another of hateful and terrible actions that never occurred, and I surely hope Ms. Williams will never do such again.

Sincerely,

Charles "Randy" Lazer

Ms. Williams....there are two options that are satisfactory to me not to file litigation against you, seeking not only damages of \$1,351.67, but also punitive damages of \$4,055.01, and court costs and attorneys fees if applicable.

1) As you knowingly and wrongfully placed in writing that I had committed racist, sexist, unethical and unprofessional acts, you will submit a letter of apology or email with the specific wording that you had knowledge that I never behaved in a racist, sexist, unethical or unprofessional manner, and then apologize for your wrongful conduct. That letter will be signed, or if an email, have your full name at the bottom.

2) With a letter of apology, I will work with some forgiveness, but consider this my first, last, and best offer, to only accept \$1000 with a letter of apology. The reality is I lost 6 hours and 3 minutes of my time and went through a lot of stress, when you made fraudulent claims in writing about some of the worst conduct any real estate agent could have, and threatened my career and the operation of my brokerage. If this complaint is filed in court, for which it is ready for efilng as you can clearly see, I will request \$1351.67, in addition to punitive damages that could be beyond \$4055, and attorney fees and court costs if applicable, thus seeking possibly in excess of \$6000 of damages from you.

So....a letter of apology with the above wording and signed by yourself, and \$1000 paid to Charles R. Lazer on or before August 15, 2017, and I will consider things resolved, will forfeit any rights to proceed in any way regarding this matter, and will not inform any other parties beyond whom I have already informed. In short, your confidentiality will be upheld by myself from the date of receipt of the letter of apology that is satisfactory, and a payment of \$1000. If you don't desire to apologize, that is up to you, then a payment of the loss of 6 hours and 3 minutes of my time, of \$1351.67, would be due on or before August 15, 2017. If you desire I do not proceed with litigation, you or your legal representative should contact me.

Otherwise on August 15, 2017, if there is no acceptable resolution to myself (and the above are the only resolutions that I deem acceptable to prevent the filling of litigation against yourself as of this time) I will file the above complaint in court, the matter will be of a public record, and I will consult with an attorney regarding sharing this information with your employer, out of concern for protecting others from wrongful and terrible allegations similar to what has occurred with respect to your texts to myself.

Whether you choose to contact me is up to you. You have my email address, and if I don't hear from you, the above referenced complaint, seeking compensatory and punitive damages, and court costs and attorney's fees will be filed on August 15, 2017.

You may desire to consider that everything is in writing, for which the written words are not of dispute. You may also consider of what exactly you would share with a judge that I wrote that was racist, sexist, and unethical, and for which you were threatening my real estate career and the operations of the company that I work with. Again...what exactly were those written statements? If you want to go through this in court and potentially have your employer notified of what you put into writing, well, you don't have to do anything. This complaint is complete and is ready to be efiled in the Justice Court on August 15th, a court date will be set, and you can obtain legal representation, which likely could cost more than the terms that you are now offered.

Again, there is no further negotiation at this juncture. You can write a letter of apology and pay me \$1000, or not write the letter and pay me \$1351.67 on or before August 15, 2017. Or, I will file suit, likely seeking approximately \$6000 of damages, for which everything is in writing, and for which I have demonstrated in this demand letter all conditions have been met for successfully proving the occurrence of fraud in the State of Nevada, and that the criteria for punitive damages have been met. Your choice. I am good either way.

If you obtain legal representation, your attorney has my permission to contact me directly, by email or phone (702) 271-1295, and your attorney can do so with the knowledge that I currently am not represented by an attorney, which would be a requirement for contact from your attorney. However, having taught law at college, including the entire Uniform Commercial Code, tax law, real estate law, torts, and contracts, and having served as an expert witness, and providing testimony to the FTC and the Nevada Secretary of State Securities Division that resulted in the convictions of fraud in multiple cases, likely I should have a reasonable level of competency to represent myself in Justice Court, again for which indisputably fraud was committed, is in writing, and the conditions for punitive damages, and of malicious conduct had been met.

GAMAGE & GAMAGE

Amy M. Gamage, Esq.
William H. Gamage, Esq.

11460 Parkersburg Avenue
Las Vegas, Nevada 891348
Tel: (702) 386-9529
Fax: (702) 382-9529

August 1, 2017

Via First Class Mail & Electronic Mail (ran314@aol.com)

Hecker Real Estate & Development
Attn: Mr. Charles Randy Lazer
4955 S. Durango Drive, #155
Las Vegas, NV 89113

Re: Purchase of Property – 1404 Kilimanjaro Lane, Las Vegas, NV 89128

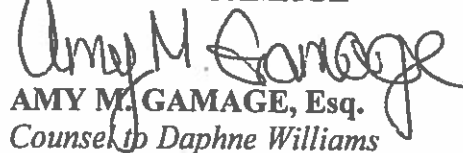
Dear Mr. Lazer:

Please be advised that this firm has been retained to represent Ms. Daphne Williams regarding the purchase of the above listed property and subsequent contractual elements regarding the closing of this property. Therefore, please forward any future correspondence and communication to attention of this office. In this regard, you should not contact Ms. Daphne Williams directly via telephone, text message, electronic mail, etc from this point forward. Should you continue to contact, harass and/or threaten my client, my client shall take all necessary legal measures to ensure the same will not continue.

With respect to the baseless allegations and threats of litigation outlined in your July 25, 2017 letter to Ms. Daphne Williams, I will address the same under separate correspondence in the next few days. Should you have any questions regarding the above, please feel free to contact me.

Sincerely,

GAMAGE & GAMAGE


AMY M. GAMAGE, Esq.
Counsel to Daphne Williams

AMG/pl

CC: Client

agamage@gamagelaw.com

AA 114

Exhibit A

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

SHARATH CHANDRA
Administrator

Proof of Filing
+ Complaint

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.nv.gov

August 24, 2017

Daphne L. Williams
1404 Kilimanjaro Lane, Unit # 202
Las Vegas, NV 89128

RE: WILLIAMS vs. LAZER
CASE NO. 2017-1893

Dear Ms. Williams,

This is to acknowledge receipt of your complaint. A case has been opened and an investigation will be conducted. The investigation of this case has been assigned to me. Please direct all correspondence related to this case to my attention. Ensure you label all correspondence with the case name and number. Thank you for your patience and cooperation during the Division's investigation of this case.

The following are important facts which you should be aware:

- The Division cannot compel cancellation of listing agreements, purchase contracts or refunds of any kind.
- Do not delay any civil action you might be considering regarding this matter.
- If a court judgment has been obtained against a licensee for fraud, misrepresentation or deceit, the Real Estate Education, Research and Recovery fund is available for petition if the judgment has not been satisfied.

You may be called to testify should this matter proceed to hearing. Otherwise, you will be advised of the disposition of this matter when our investigation is completed. Should you have any questions, you may contact me at (702) 486-2423 or dmcloskey@red.nv.gov.

Sincerely,

Daryl McCloskey

Mr. Daryl J. McCloskey
Compliance/Audit Investigator
Cc; Amy Gamage, Attorney

EXHIBIT 3

Email correspondence between
Ms. Williams and the Nevada Department
of Business and Industry, Real Estate Division

Re: Case #2017-1896 - Williams vs Lazar

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Wed, Apr 25, 2018 at 8:29 AM Jan Holle <jholle@red.nv.gov> wrote:

Hello Daphne,

Your email below was forwarded to me for review and response. You are correct the Division did impose discipline for Mr. Lazar in the form of a fine due to what we believed were violations of NRS and NAC 645. Mr. Lazar contested the violations and the fine. When discipline is contested the only option the Division has is to recommend to our legal counsel that the case move forward to a hearing before the Real Estate Commission, which is what we did in this case.

Our legal counsel performed their analysis of the case and did not agree with the Division's finding of violations under NRS or NAC 645. Therefore, the Division had no choice but to close the case. There very well may be violations of other state or federal law, but the Division's authority is limited to the enforcement of NRS and NAC 645.

You may wish to contact your own legal professional to determine what options you may have to further pursue this matter or file a civil action in a court of law on your own.

Thank you for taking the time to contact us regarding the outcome of the Division's investigation of your complaint. Unfortunately, the Division is unable to take any further action in this matter.

Sincerely,

Mr. Jan R. Holle
Chief Compliance/Audit Investigator
Department of Business & Industry
Nevada Real Estate Division
3300 W. Sahara Avenue, Suite 350

AA 117

Las Vegas, NV 89102

Phone: 702-486-4326

Fax: 702-486-4275

www.red.nv.gov



From: Daphne W [<mailto:dlwilliams123@gmail.com>]
Sent: Tuesday, April 24, 2018 8:49 PM
To: Nevada Real Estate Division <realest@red.nv.gov>
Subject: Case #2017-1896 - Williams vs Lazar

Attention: Chief Compliance Officer

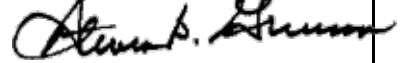
Re: Case # 2017-1893 Williams vs Lazar

Please provide in writing the reason that my complaint against Randy Lazar was closed. Originally, I was told he was fined 2000.00 for 3 violations related to my complaint. Next, I was told the case was going to a hearing. After that, I received a letter dated April 18, advising me that the case had been closed.

I would like a written explanation regarding all decisions that were made in reviewing my complaint, including the decision to close my complaint.

Thank you,

Daphne Williams



1 **OPPS**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 ADAM R. TRIPPIEDI, ESQ.

6 Nevada Bar No. 12294

7 atrippiedi@bohnlawfirm.com

8 LAW OFFICES OF

9 MICHAEL F. BOHN, ESQ., LTD.

10 2260 Corporate Cir, Suite 480

11 Henderson, Nevada 89074

12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for plaintiff Charles "Randy" Lazer

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 CHARLES "RANDY" LAZER,

17 Plaintiff,

18 vs.

19 DAPHNE WILLIAMS,

20 Defendant.

CASE NO.: A-19-797156-C

DEPT NO.: XV

**PLAINTIFF'S OPPOSITION TO
DEFENDANT DAPHNE WILLIAMS'S
ANTI-SLAPP SPECIAL MOTION TO
DISMISS UNDER NRS 41.660; and
COUNTER-MOTION FOR LEAVE TO
AMEND COMPLAINT**

21 Plaintiff Charles "Randy" Lazer, by and through its attorney, the Law Offices of Michael F. Bohn,
22 Esq., Ltd., hereby submits his opposition to defendant Daphne Williams's Anti-Slapp Special Motion to
23 Dismiss Under NRS 41.660 filed on August 9, 2019, and counter-motion to amend complaint. This
24 opposition and counter-motion is based on the points and authorities contained herein, and any oral
25 argument presented at the time of the hearing.

26 **INTRODUCTION**

27 Defendant filed its motion to dismiss as an "Anti-SLAPP" motion under NRS 41.660. However,
28 defendant's anti-SLAPP motion fails because the Nevada Real Estate Division is not a political
subdivision as defined in NRS 41.0305. Further, defendant's statements were not made in good faith
because no reasonable person could construe plaintiff's statements to defendant as racist, sexist, or
unprofessional. Finally, plaintiff can make a prima facie case that defendant committed defamation
against him. Thus, NRS 41's Anti-SLAPP provisions do not apply to plaintiff's complaint.

1 The remainder of defendant's motion to dismiss fails for various reasons as stated herein.

2 **FACTS**¹

3 **1. Background.**

4 Plaintiff is a licensed Nevada real estate agent and has been for over 25 years.

5 In the spring of 2017, plaintiff was representing Rosane Krupp, the seller of the real property
6 commonly known as 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter "**the property**").
7 The property is a condominium. On May 21, 2017, defendant, at the time a tenant renting the property,
8 entered into a Residential Purchase Agreement to purchase the property from its then-owner. See Exhibit
9 1, Residential Purchase Agreement (hereinafter, "**the contract**"). Defendant was financing the purchase
10 of the property. Defendant did not retain a real estate agent to represent her in the purchase. The fact that
11 defendant did not retain a real estate agent was the genesis of the problems that arose during the sale and
12 persist to this day.
13

14 As part of the sale of a condominium, a lender requires certain information, which is obtained by
15 way of a condominium certification package, also known as a condo questionnaire. The condo
16 questionnaire is a document filled out by a representative of the condo's homeowner association and
17 provides information such as what percentage of the units in the association are owner-occupied versus
18 renter-occupied; whether the condo association is currently involved in litigation; what percentage of the
19 units are delinquent in their HOA dues; and the financial health of the HOA, such as whether it is meeting
20 its reserve requirements. If the figures provided in the condo questionnaire do not meet certain
21 requirements, the lender may refuse to provide financing for a condo purchase.
22

23 Because defendant was financing the purchase of the property, defendant and/or her lender needed
24 to obtain the condo questionnaire in order to obtain approval for a loan. Defendant's lender, Bryan Jolly
25 at Alterra Home Loans, received the fully executed contract on May 23, 2017, more than a month prior
26 to the June 30, 2017, close of escrow date. See Exhibit 2, email communication between plaintiff and
27 Mr. Jolly dated June 26, 2017, at 7:54 AM. First Residential, the community manager for the property's
28

¹This facts section is supported by the declaration of plaintiff attached hereto.

1 HOA, could have provided a completed condo questionnaire within 10 days. Id. However, Mr. Jolly did
2 not receive the condo questionnaire until June 23, 2017. Id., at June 23, 2017, email from Mr. Jolly. Mr.
3 Jolly disclosed to plaintiff that the reason for the delay in obtaining the condo questionnaire was because
4 defendant neglected to pay for the questionnaire in a timely manner.

5 Defendant's delay in obtaining the condo questionnaire ultimately delayed the close of the deal
6 for 24 days. During the negotiation of defendant's purchase, plaintiff and the seller granted defendant
7 three extensions of the close of escrow in order for defendant's lender to review the condo questionnaire
8 and perform its analysis to determine whether it would finance defendant's purchase.

9
10 Exhibit 2, referenced above, is a series of emails between plaintiff and Mr. Jolly, the loan officer
11 working on the financing of defendant's purchase. Plaintiff first became aware of the delay in obtaining
12 the condo questionnaire as a result of Mr. Jolly's June 23, 2017, email. Following this email, plaintiff
13 spoke with defendant to inform her that it would be necessary to extend escrow due to her and/or her
14 lender's failure to obtain the condo questionnaire until June 23, 2017. After the June 23, 2017, phone
15 call between plaintiff and defendant, defendant became agitated and defensive, which started the chain
16 of events that eventually led to her accusing plaintiff of racism and sexism in her Nevada Real Estate
17 Division ("**NRED**") "Statement of Fact" and, in turn, this lawsuit.

18 On June 27, 2017, defendant sent a text message to plaintiff as follows:

19 Randy if this racist, sexiest [sic - sexist] and unprofessional behavior of yours continues,
20 and Rosane [the seller] and I aren't able to close this deal, you will leave me with no other
21 remedy than to file a complaint with the Nevada Board of Realtors and HUD against you
22 and your broker for your unethical and unprofessional behavior as noted in the emails and
text messages you have sent during this process.

23 See Exhibit 3, text message from defendant to plaintiff. As stated at page 3, lines 1-8 of defendant's
24 motion to dismiss, defendant's very serious allegations that plaintiff is racist, sexist, unprofessional, and
25 unethical are somehow based on plaintiff's alleged statement that he thinks the defendant will be
26 successful in the future and that he would like the opportunity to represent her in future real estate
27 transactions. To a reasonable person, this comment would be taken as a compliment, or at worst, an
28 innocuous offer to represent defendant in future real estate transactions. Somehow, defendant took this
statement as Mr. Lazer being racist, sexist, unprofessional, and unethical.

1 Defendant also apparently based her belief that plaintiff was racist, sexist, unprofessional, and
2 unethical on plaintiff's mention of defendant's brother. Defendant took this reference to mean plaintiff
3 believed defendant was reliant on her brother, perhaps a sexist comment that she was unable to fend for
4 herself. However, defendant's apparent belief was a wild misconstruing of plaintiff's comment, which
5 was clearly aimed at the fact that defendant's brother is a real estate agent. Thus, plaintiff was simply
6 saying if defendant's brother was no longer practicing real estate, plaintiff would be happy to represent
7 defendant in a future purchase or sale.

8 On August 24, 2017, after the sale of the property to defendant closed, defendant filed a
9 "Statement of Fact" with the Nevada Real Estate Division ("NRED"), claiming again that plaintiff was
10 racist, sexist, unprofessional, and unethical, and also made several other false accusations. See Exhibit
11 4, defendant's NRED Statement of Facts and narrative.

12 On the first page of her narrative attached to the NRED Statement of Facts, defendant states the
13 following:
14

15 On May 13, 2017, or there about, Mr. Lazer came to the property which I have been renting
16 from the seller since Jan. 15, 2017 to take pictures of the property. During that meeting, he
17 made an unprofessional, racist and sexist comment. He said, "Daphne, I think you are going
18 to be successful. When you become successful and you want to buy a bigger house and if
19 your brother is retired by then, I'd be glad to be your realtor."

20 See Exhibit 3. Again, defendant believes it is unprofessional, racist, and sexist to tell someone they will
21 be successful and offer to represent them in future real estate transactions.

22 Plaintiff was then forced to defend himself against defendant's NRED Statement of Facts for
23 approximately eight months, including spending more than 50 hours responding to the Statement of Fact
24 and NRED's investigation. Ultimately, NRED chose to close its file and plaintiff was cleared of any
25 wrongdoing. However, the damage had been done due to defendant's defamatory Statement of Facts
26 which in and of itself caused harm to plaintiff, and also caused other damage by forcing plaintiff to spend
27 so much time defending himself.

28 **2. Response to defendant's Factual Background.**

Beginning on page 2 of her motion to dismiss, defendant includes a "Factual Background" section.
Within this section, defendant makes several untrue statements.

1. At page 3, lines 1-8 of her motion to dismiss, defendant states that plaintiff does not dispute making the statement which defendant took as racist and sexist. Plaintiff disputes this characterization. While plaintiff did say something similar to what defendant claims, defendant's quotation is not an accurate, word-for-word recitation of what plaintiff said.
2. At page 3, lines 9-16, defendant claims plaintiff "does not dispute" that he told defendant confidential information including the amount of his commission and details about the seller's romantic life. Plaintiff denies that he discussed the seller's romantic life with defendant. As to his commission, plaintiff did disclose his commission to defendant, but the seller authorized this disclosure in order to facilitate the sale of the property.
3. At page 3, lines 17-27, defendant makes several representations regarding plaintiff's attempted contact with the appraiser. Plaintiff responds that when he represents sellers, he routinely speaks with appraisers in order to provide them comparable sale information and information about upgrades to the property. Further, plaintiff finds it highly unlikely that NRED would tell defendant that agents are not supposed to speak with appraisers because it is not an ethical issue unless the agent attempts to influence the appraiser.
4. At page 4, lines 1-22, defendant claims that plaintiff "falsely" alleged defendant refused to allow the seller to remove personal property from the condo. However, it is true that defendant refused to allow the seller to remove all of her personal property, as proven by the declaration of the seller attached hereto.
5. At page 4, lines 12-24, defendant claims plaintiff "never provided Ms. Williams with a receipt for [defendant's] earnest money deposit.... However, because defendant placed her earnest money deposit with the escrow company, plaintiff had no duty or obligation to provide a receipt for the earnest money. It would have been improper for plaintiff to provide such a receipt, as plaintiff did not receive the earnest money. It was up to the escrow company to provide an earnest money receipt. Further, the lender would not have completed the transaction without an earnest money receipt, so it seems extremely unlikely the lender did not receive an earnest money receipt.

6. Also at page 4, lines 12-24, defendant claims plaintiff “never provided Ms. Williams with a signed copy of the contract.” However, on May 18, 2017, plaintiff emailed defendant the contract signed by the seller. See Exhibit 5, which is the email to defendant containing the contract signed by seller, and Exhibit 6, a copy of the contract signed by the seller which was attached to plaintiff’s May 18, 2017, email. See also plaintiff’s declaration, where plaintiff states he provided defendant with a signed copy of the purchase agreement. Defendant also states that this failure to provide a signed copy of the contract interfered with her ability to meet her contractual obligations, but again, because plaintiff did provide a signed contract to defendant, defendant is incorrect.

7. At page 5, lines 13-17, defendant claims that the seller told defendant, “Plaintiff had ulterior motives in acting as Ms. Krupp’s real estate agent and that he was trying to sabotage the transaction.” Defendant also made this accusation in her NRED Statement of Facts. Attached to this opposition is a declaration from the seller that she never made any such statements to defendant. Plaintiff’s declaration is also attached wherein plaintiff also disputes that the seller ever made any such statement.

LEGAL ARGUMENT

1. Standard for an Anti-SLAPP motion to dismiss.

Defendant's motion to dismiss is a very specific type of statutory motion brought under NRS 41.635 et seq. Defendant's motion alleges that her NRED Statement of Fact cannot be the source of a defamation complaint because it is protected under this statute. However, defendant cannot meet her burden to show she is entitled to anti-SLAPP protection under NRS 41.

NRS 41.650 lays out the heart of Nevada's anti-SLAPP provisions:

A person who engages in a good faith communication in furtherance of the right to petition or the right to free speech in direct connection with an issue of public concern is immune from any civil action for claims based upon the communication.

Other portions of NRS 41 lay out the definitions of the different sections of NRS 41.650.

First, NRS 41.637 defines “Good faith communication in furtherance of the right to petition or the right to free speech in direct connection with an issue of public concern” as any of the following:

1 1. Communication that is aimed at procuring any governmental or electoral action, result or
2 outcome;

3 2. Communication of information or a complaint to a Legislator, officer or employee of the
4 Federal Government, this state or a political subdivision of this state, regarding a matter
reasonably of concern to the respective governmental entity;

5 3. Written or oral statement made in direct connection with an issue under consideration by
6 a legislative, executive or judicial body, or any other official proceeding authorized by law;
or

7 4. Communication made in direct connection with an issue of public interest in a place open
8 to the public or in a public forum,

9 which is truthful or is made without knowledge of its falsehood.

10 Defendant's motion to dismiss does not allege that defendant's NRED is protected under sections
11 1 or 4 of this statute. Thus, the focus is on sections 2 and 3.

12 The burden is on the moving party, here, defendant, to prove "by a preponderance of the evidence
13 that her claim is based upon a good faith communication in furtherance of the right to petition or the right
14 to free speech in direct connection with an issue of public concern." NRS 41.660(3)(a). Defendant
15 cannot meet this burden.

16 As defendant states on page 7 of her motion, if a defendant is able to meet its burden as defined
17 in NRS 41.637, then the burden shifts to plaintiff to make a prima facie showing that he has a reasonable
18 probability of prevailing on his claim. NRS 41.660(3)(b). Plaintiff's complaint meets this burden.

19 **2. Defendant cannot meet her burden under NRS 41.637(2).**

20 NRS 41.637(2) requires that in order to invoke its statutory protections, the communication in
21 question must be made to "a Legislator, officer or employee of the Federal Government, this state or a
22 political subdivision of this state, regarding a matter reasonably of concern to the respective governmental
23 entity." Defendant's Statement of Fact to NRED does not meet this requirement.

24 NRED is clearly not involved with the federal government. It is not a "legislator, officer or
25 employee" of the State of Nevada. The question, then, is whether NRED is a "political subdivision" of
26 Nevada.
27 Nevada.

28 NRS 41.640 adopts the definition of "political subdivision" contained in NRS 41.0305, which
states:

1 the term “political subdivision” includes an organization that was officially designated as
2 a community action agency pursuant to 42 U.S.C. § 2790 before that section was repealed
3 and is included in the definition of an “eligible entity” pursuant to 42 U.S.C. § 9902, the
4 Nevada Rural Housing Authority, an airport authority created by special act of the
5 Legislature, a regional transportation commission and a fire protection district, an irrigation
6 district, a school district, the Achievement School District, the governing body of a charter
7 school, any other special district that performs a governmental function, even though it
8 does not exercise general governmental powers, and the governing body of a university
9 school for profoundly gifted pupils.

10 The Nevada Real Estate Division does not fall into any of these categories. Defendant argues on
11 page 8 that NRED is a political subdivision because it is “tasked with regulating the behavior of licensed
12 real estate agents” and that NRED has “jurisdiction to initially impose discipline on Plaintiff.” However,
13 these arguments do not meet the definition of political subdivision as it is defined in NRS 41.640.
14 Defendant is trying to fit a square peg into a round hole, but even if defendant’s characterization of NRED
15 is accurate, that does not make NRED a political subdivision. Accordingly, NRS 41.637(2) does not apply
16 to defendant’s NRED Statement of Fact.

17 **3. Defendant cannot meet her burden under NRS 41.637(3).**

18 NRS 41.637(3) requires that in order to invoke the statute’s protections, the oral or written
19 communication in question must be “made in direct connection with an issue under consideration by a
20 legislative, executive or judicial body, or any other official proceeding authorized by law.”

21 Defendant’s NRED Statement of Fact does not fall into any of these categories.

22 First, when defendant filed her NRED Statement of Fact, the “issue” was not under consideration
23 at all. Defendant was instigating the “issue” by filing the Statement of Fact. The idea that an issue is
24 under consideration requires that one of the official bodies in question is already considering an issue,
25 such as where a witness testifies in an ongoing criminal investigation. The language of NRS 41.637(3)
26 could have stated that it includes communications instigating or starting official proceedings, but such
27 language is not present in the statute. The statute specifically requires that the communication be made
28 in a proceeding already “under consideration.”

Second, NRED is not a “legislative, executive or judicial body.” The Nevada Legislature consists
of the Assembly and the Senate. See Nev. Const. Art. 4, Sec. 1, which states:

The Legislative authority of this State shall be vested in a Senate and Assembly which shall

1 be designated “The Legislature of the State of Nevada” and the sessions of such Legislature
2 shall be held at the seat of government of the State.

3 NRED is neither part of the Senate nor is it part of the Assembly. Accordingly, NRED is not a
4 “legislative body.”

5 NRED is also not part of the Nevada executive branch. The executive branch of Nevada is
6 comprised of the Governor’s office. See Nev. Const. Art. 5, Sec. 1, which states:

7 The supreme executive power of this State, shall be vested in a Chief Magistrate who shall
8 be Governor of the State of Nevada.

9 Article 5 Section 19 of the Constitution also discusses the Secretary of State, Treasurer, and
10 Attorney General of Nevada, so these officers may also be considered part of the executive. However,
11 again, NRED does not fall into any of these categories.

12 Finally, NRED is not part of the Nevada judiciary. It is not a municipal, justice, district, or
13 appeals court. As stated in Nev. Const. Arti. 6, Sec. 1:

14 The judicial power of this State is vested in a court system, comprising a Supreme Court,
15 a court of appeals, district courts and justices of the peace. The Legislature may also
16 establish, as part of the system, courts for municipal purposes only in incorporated cities and
17 towns.

18 Defendant has not met its burden to show NRED is a legislative, executive, or judicial body. Its
19 conclusory statements regarding the status of NRED are unsupported by legal authority.

20 Third, defendant did not make her communication during an “official proceeding.” The Statement
21 of Fact defendant delivered to NRED was in no way a “proceeding.” It was a form defendant filled out
22 and sent to NRED. It is defendant’s burden to explain how sending a Statement of Fact to NRED is part
23 of an “official proceeding.” Defendant states on the bottom of page 8 and the top of page 9 of her motion
24 to dismiss that her Statement of Fact “initiated the Division’s investigation of Plaintiff, an official
25 proceeding of an executive body,” but this argument is devoid of any legal authority or support.
26 Defendant has no legal authority to say that defendant’s filing of the NRED Statement of Fact, or NRED’s
27 investigation into that Statement of Fact, is an official proceeding under NRS 41.

28 Although it is a different privilege, the common law fair report privilege does provide for an
“official action or proceeding” exception to defamation claims. In Wynn v. Smith, the Nevada Supreme

1 Court determined that a confidential, private report, not generally available to the public, did not fall
2 under the fair report privilege:

3 We... hold that unauthorized or confidential investigatory reports do not qualify as an
4 “official action or proceeding” under the fair report privilege. The policies underlying the
5 privilege are simply not served by the rule urged by Stuart and Barricade. The privilege is
6 an exception to the common law rule that attaches liability for libel to a party who
publishes a defamatory statement. The purpose of this exception is to obviate any chilling
effect on the reporting of statements already accessible to the public.

7 117 Nev. 6, 15–16, 16 P.3d 424, 430 (2001) (Internal citations omitted). Likewise, here, defendant’s
8 NRED Statement of Fact is a confidential statement or report not available to the public. The policies
9 underlying the fair report privilege are different than those underlying the anti-SLAPP provisions, but the
10 Nevada Supreme Court’s holding in Wynn is still applicable for the same reasons - a “statement of facts”
11 made to NRED, which is not officially or formally adjudicated, is not an official proceeding.

12 The Wynn Court later states of the fair report privilege:

13 We conclude that this privilege should not be extended to allow the spread of common
14 innuendo that is not afforded the protection accorded to official or judicial proceedings.
15 Accordingly, we hold that the statement at issue is not subject to the protection afforded by
the fair report privilege because the report was not official.

16 117 Nev. 6, 16, 16 P.3d 424, 430 (2001). Plaintiff requests this court apply the same line of thinking
17 here: Defendant’s statement to NRED was not an official proceeding. It was an informal Statement of
18 Fact, not part of an official proceeding, and certainly not a public record or action of any sort, such as a
19 civil or criminal complaint. It is not even part of any formal or official administrative action. Perhaps
20 if defendant’s claim had escalated to the point of an official hearing or a formal adjudication of her claim,
21 she would have a better argument. However, a statement made to NRED which NRED later took no
22 action on is not an official proceeding. Accordingly, the protections discussed in NRS 41.637(3) do not
23 apply to defendant’s statement to NRED, and her statement is therefore not privileged.

24 Lastly, “good faith” is the first part of the term “good faith communication in furtherance of the
25 right to petition or the right to free speech in direct connection with an issue of public concern,” which
26 is the primary argument of defendant’s motion. However, looking at defendant’s Statement of Fact,
27 wherein she characterizes plaintiff as unprofessional, racist, and sexist” because he told her he thinks she
28 will be successful and that he would like to represent her in future real estate deals, it is hard to view

1 defendant's Statement of Fact as being made in good faith. Telling a person they will be successful and
2 requesting to represent them in future real estate transactions, without mentioning the person's race or
3 sex, is so far removed from any common sense understanding of racism or sexism, that plaintiff requests
4 this court find defendant did not submit her NRED Statement of Fact in good faith, and thus defendant
5 is not entitled to anti-SLAPP protection.

6 **4. Defendant was aware of the false statements in her NRED Statement of Fact when she**
7 **submitted it.**

8 A separate requirement for anti-SLAPP protections under NRS 41.637 is that the communication
9 must be "truthful or is made without knowledge of its falsehood." Defendant made several false
10 statements in her Statement of Facts, so she cannot meet this burden.

11 The following is a catalogue of the false, defamatory, and damaging statements defendant made
12 in her NRED Statement of Fact, as outlined in the Facts section above and the declarations of plaintiff
13 and the seller, attached hereto:

- 14 1. Defendant stated on multiple occasions in her Statement of Facts that plaintiff engaged
15 in unethical, unprofessional, sexist, and racist behavior, largely based on the fact that he
16 complimented her on her purchase of the condo and that as she progressed with her career
17 and became more successful, I would be happy to represent her in future real estate
18 purchases should her brother retire from real estate. No reasonable person could believe,
19 in good faith, that the statement defendant attributes to plaintiff could possibly be racist,
20 sexist, unprofessional, or unethical. Defendant also claims at page 2 of her NRED
21 complaint that she was in possession of emails and text messages to support plaintiff's
22 alleged racism and sexism, but defendant never produced any such evidentiary support.
- 23 2. Defendant claimed in her Statement of Facts that plaintiff shared "confidential info" with
24 defendant regarding the seller, which [defendant] understood realtors aren't supposed to
25 do. In reality, plaintiff did not share any confidential information with defendant.
26 Defendant lied in her Statement of Facts by stating plaintiff told her he met the seller on
27 a dating website, when in reality, the seller told that piece of information to defendant.
28

1 Regardless, defendant does not state how this is confidential information that would be
2 relevant to NRED. More importantly, defendant claims plaintiff told defendant the
3 amount of plaintiff's commission, which is confidential, but in reality, the seller
4 authorized plaintiff to release the amount of the commission to defendant in order to move
5 the sale along at the optimal price for seller. Accordingly, this information was not
6 "confidential," and if defendant had simply spoken to plaintiff or the seller about this
7 issue, she would have known plaintiff was authorized to release the commission amount.

8
9 3. Defendant claims plaintiff acted unethically because defendant attempted to communicate
10 with the appraiser. However, there is nothing unethical about a real estate agent
11 communicating with an appraiser. To the contrary, ethics require that when representing
12 a seller, an agent should communicate with the appraiser and provide information
13 regarding comparable sales and upgrades to the appraiser.

14 4. Defendant states plaintiff "lied on several occasions." To support this claim, defendant
15 states plaintiff lied about defendant not allowing plaintiff to remove all of her personal
16 property from the condo. However, plaintiff's statement is true. As stated in the seller's
17 declaration, defendant did in fact refuse to allow the seller to remove all of her personal
18 property, and to this day, some of the seller's personal property remains at the condo.
19 Defendant also refused to sign an addendum providing the seller access to remove her
20 personal property from the condo. See Exhibit 6, a copy of the addendum signed by the
21 seller, but which defendant refused to sign.

22
23 5. Defendant claims plaintiff never provided her a "signed copy of the contract," which is
24 completely false. On May 18, 2017, plaintiff emailed defendant and attached the
25 Residential Purchase Agreement signed by the seller. See Exhibit 5.

26 6. Defendant states plaintiff "falsely" accused her of failing to meet the due diligence
27 timeframes in the contract. Defendant blames plaintiff's alleged failure to provide her
28 with the signed contract for her inability to meet her obligation to pay for the condo
questionnaire, but as noted above, plaintiff had provided the signed contract to defendant

1 more than a month prior to the close of escrow. Accordingly, defendant's statement that
2 plaintiff "falsely" accused her of failing to meet all requirements to close escrow is false.
3 Defendant also claims that plaintiff never provided her with "a receipt for defendant's
4 earnest money," but a real estate agent does not provide receipts for earnest money unless
5 the earnest money is deposited into a broker's trust account. When earnest money is
6 deposited with the title and/or escrow company, a was the case here, title and/or escrow
7 be the entity to provide such a receipt. Plaintiff did provide escrow company contact
8 information to Bryan Jolly, defendant's lender, so defendant's lender did have notice of
9 who the escrow company was and could have obtained an earnest money receipt from
10 escrow. Thus, while defendant's statement that plaintiff did not provide an earnest money
11 receipt is technically true, it is also very misleading.

- 12
13 7. Defendant makes false allegations that the seller told defendant that plaintiff was "trying
14 to sabotage this deal" and that plaintiff had "an ulterior motive." However, as proven by
15 the declaration of the seller also attached to the opposition, the seller never told defendant
16 that plaintiff was trying to sabotage the deal or that plaintiff had an ulterior motive, so this
17 is another false, defamatory statement. In fact, plaintiff expended great effort to keep this
18 deal alive, including securing three extensions of the close of escrow, so clearly plaintiff
19 had no intention of sabotaging the deal.

20 These are all verifiably false, defamatory statements made by defendant in her NRED Statement
21 of Facts, which defendant published to NRED, resulting in harm to plaintiff's business and emotional
22 well-being, as well as costing plaintiff over 50 hours in defending himself. Defendant had notice that
23 these statements were false by way of email communications and the declarations of plaintiff and the
24 seller. Accordingly, defendant cannot claim she did not know of, for instance, the falseness of her claim
25 that she did not receive the signed contract, because that claim is belied by the attachments to this motion
26 and logic, which dictates she must have seen the signed contract in order for this deal to commence.

- 27
28 5. **Defendant has not met its burden to show that her NRED Statement of Fact was an "issue of public concern" entitled to NRS 41's anti-SLAPP protections.**

1 In addition to the above requirements, NRS 41.650 also mandates that the party asserting anti-
2 SLAPP protections must show the communication in question involves an “issue of public concern.”
3 Defendant has not made such a showing or even addressed this requirement.

4 The Nevada Supreme Court has adopted California’s interpretation of an issue of public interest,
5 which involves five separate elements:

6 (1) “public interest” does not equate with mere curiosity;

7 (2) a matter of public interest should be something of concern to a substantial number of
8 people; a matter of concern to a speaker and a relatively small specific audience is not a
9 matter of public interest;

10 (3) there should be some degree of closeness between the challenged statements and the
11 asserted public interest—the assertion of a broad and amorphous public interest is not
sufficient;

12 (4) the focus of the speaker's conduct should be the public interest rather than a mere effort
13 to gather ammunition for another round of private controversy; and

14 (5) a person cannot turn otherwise private information into a matter of public interest
simply by communicating it to a large number of people.

15 Shapiro v. Welt, 133 Nev. 35, 39, 389 P.3d 262, 268 (2017). Defendant has failed to address any of these
16 five factors. This matter essentially amounts to the defendant crying foul because she did not like
17 plaintiff’s attitude during the transaction. Such an issue is certainly not one of public concern. Such a
18 result would pervert the true purpose of the anti-SLAPP statute, which is to prevent chilling of speech
19 aimed at matters of true public interest. Accordingly, defendant’s anti-SLAPP motion fails.

20 **6. Even if defendant meets the first prong of anti-SLAPP protections, plaintiff can still make**
21 **a prima facie showing that he has a probability of prevailing on his claim, thereby defeating**
22 **defendant’s anti-SLAPP motion.**

23 As stated in NRS 41.660(3)(b), even if defendant meets its burden to prove by a preponderance
24 of the evidence that she made a good faith communication as defined in NRS 41.637, the plaintiff can
25 still defeat the special motion to dismiss by demonstrating with prima facie evidence a probability of
26 prevailing on his claim. Here, plaintiff can make such a prima facie showing.

27 Black’s Law Dictionary defines a “prima facie case” as:

28 1. The establishment of a legally required rebuttable presumption.

2. A party’s production of enough evidence to allow the fact-trier to infer the fact at issue

1 and rule in the party's favor.

2 Black's Law Dictionary, p. 1382 (10th ed. 2014). This is a very low standard, requiring plaintiff only to
3 provide evidence that, on its face, would allow the fact-finder to rule in plaintiff's favor.

4 As noted in section 4 above, defendant made several false statements in her NRED Statement of
5 Facts. The fact that these statements are false is verified by the exhibits attached to this opposition, as
6 well as the declarations of plaintiff and the seller, which are also attached to this opposition. Accordingly,
7 plaintiff has made, at a minimum, a prima facie case for defamation because plaintiff has either
8 established a rebuttable presumption that defendant lied in her NRED Statement of Fact; and/or plaintiff
9 has produced sufficient evidence to allow this court to infer the facts at issue. Thus, defendant's anti-
10 SLAPP motion fails.

11
12 **7. The absolute privilege for "quasi-judicial" proceedings does not apply here.**

13 At pages 13 and 14, defendant argues the "absolute privilege" applies to defendant's NRED
14 Statement of Facts because defendant made the Statement of Facts as part of a "quasi-judicial
15 proceeding."

16 In support of this argument, defendant cites to Sahara Gaming Corp. v. Culinary Workers Union
17 Local 226, where the Nevada Supreme Court held:

18 We must decide as a matter of law if a republication of a judicial proceeding constitutes an
19 absolute privilege, when the statements are false or malicious and are republished with the
20 intent to harm another. We hold the privilege is absolute.
21 115 Nev. 212, 213, 984 P.2d 164, 165 (1999). Contrary to defendant's assertion in its motion to dismiss,
22 Sahara Gaming Corp. does not include a holding that a Statement of Fact filed with the real estate
23 regulatory board, which is then investigated and closed without a formal hearing, is a judicial or quasi-
24 judicial proceeding.

25 Defendant also cites to Lewis v. Benson, where the Nevada Supreme Court found that a privilege
26 applied to a complaint filed against two police officers with the Internal Affairs Bureau of the Las Vegas
27 Metropolitan Police Department. 101 Nev. 300, 300-01, 701 P.2d 751, 752 (1985). The Court found
28 that "[i]n certain situations it is in the public interest that a person speak freely. Where this is so, the law
is willing to assume the risk that from time to time the privilege will be abused. This case represents just

1 such a situation.” Id. at 301. Later, the court expounded as follows:

2 The extension of the privilege promotes the public's interest by allowing civilian
3 complaints against **public officials** to be aired in the proper forum without fear of civil
4 liability. Absent the extension of such privilege, the protection from civil liability afforded
5 the complainant hinges on an ad hoc determination that the particular proceeding will be
6 deemed quasi-judicial in nature. Such an uncertainty could result in deterring citizens from
 filing legitimate complaints. Thus, the application of an absolute privilege to civilians
 filing complaints with an internal affairs bureau sufficiently promotes the interests of the
 public to warrant the availability of an absolute privilege.

7 101 Nev. 300, 301, 701 P.2d 751, 752 (Emphasis added). A police officer is a public official who has
8 the authority to take another person’s life if necessary in the course of scope and employment. A real
9 estate agent is not a public official, and the risks of a real estate agent’s course of scope and employment
10 are far more innocuous than that of a police officer. Thus, the public’s interest in filing a complaint with
11 the internal affairs department of a police department are much higher than complaining to the governing
12 body of real estate agents. Accordingly, Lewis v. Benson is certainly not analogous to the instant matter,
13 and an initial Statement of Facts lodged with NRED is not a quasi-judicial proceeding affording
14 defendant an absolute privilege entitling her to freely lie about plaintiff’s actions. The wording of Lewis
15 v. Benson does not allow its holding to be applied outside of the internal affairs context, nor does the
16 holding expand further than civilian complaints against public officials. Further, in Lewis v. Benson, the
17 court specifically states that the record contained “little evidence concerning the procedure followed by
18 the Internal Affairs Bureau during the investigation.” Id. However, here, we know that the process
19 consisted of defendant filing a Statement of Facts; NRED investigating the Statement of Facts; and
20 NRED ultimately deciding not to hold a hearing, instead closing the file. If a hearing had been held and
21 defendant made statements during that hearing, defendant would have a much better argument that such
22 statements in a formal hearing are quasi-judicial. However,

23
24 In Jacobs v. Adelson, the Nevada Supreme Court applied the following test for application of the
25 absolute privilege:

26 In order for the absolute privilege to apply to defamatory statements made in the context of
27 a judicial or quasi-judicial proceeding, “(1) a judicial proceeding must be contemplated in
28 good faith and under serious consideration, and (2) the communication must be related to
 the litigation.” Therefore, the privilege applies to communications made by either an
 attorney or a nonattorney that are related to ongoing litigation or future litigation
 contemplated in good faith.

1 130 Nev. 408, 413, 325 P.3d 1282, 1285 (2014) (Internal citations omitted). Here, plaintiff posits that
2 defendant did not make the claims in her NRED Statement of Facts in good faith. She lodged the
3 Statement of Facts because she was upset about how her purchase of the property was progressing. She
4 lied in the Statement of Facts and baselessly branded plaintiff as a racist, sexist, unprofessional, and
5 unethical, and to make things worse, she made these statements to the body tasked with investigating the
6 ethics of real estate agents. Her Statement of Facts was not made in good faith; it was made in a
7 vindictive fashion in order to get back at plaintiff for what defendant perceived as “unprofessional”
8 conduct. See paragraph 11 of defendant’s declaration. She also admits she was “frustrated with
9 Plaintiff’s conduct.” See paragraph 12 of defendant’s declaration. Finally, plaintiff posits that
10 defendant’s NRED Statement of Facts was made in retaliation to plaintiff’s demand letter sent to
11 defendant following the completion of the sale of the property. Retaliation is not a good faith reason to
12 report an agent to NRED. Accordingly, defendant cannot utilize the absolute privilege.

14 Further, the test outlined in Jacobs requires that a judicial proceeding must be under serious
15 consideration. First, no judicial proceeding was under contemplation, as NRED is not a judicial body.
16 To the extent NRED can be considered a quasi-judicial body, it is unclear at this point how seriously
17 NRED was contemplating a quasi-judicial proceeding against plaintiff. That is a fact-intensive inquiry
18 which will require discovery, including the possible testimony of an NRED official and/or a review of
19 the internal documents from NRED. A motion to dismiss is not the proper time for the court to decide
20 a factual issue such as whether NRED was seriously contemplating proceeding against plaintiff.

22 The fact that defendant’s absolute immunity privilege argument is premature is also echoed in
23 Sahara Gaming Corp, which was an appeal from a motion for summary judgment, not a motion to
24 dismiss. Likewise, Lewis v. Benson was also an appeal from a motion for summary judgment.

25 **8. Plaintiff’s complaint satisfies the elements for defamation.**

26 Defamation requires the following four elements:

- 27 (1) a false and defamatory statement by defendant concerning the plaintiff; (2) an
28 unprivileged publication to a third person; (3) fault, amounting to at least negligence; and
(4) actual or presumed damages

Chowdhry v. NLVH, Inc., 109 Nev. 478, 483, 851 P.2d 459, 462 (1993). Plaintiff’s claims satisfy these

elements. First, plaintiff is alleging defendant made several false and defamatory statements as outlined above. Second, plaintiff is alleging defendant published the false and defamatory statements to NRED and that the publication was unprivileged. Third, plaintiff is alleging defendant knowingly made these false statements. Finally, plaintiff is claiming he has suffered actual damages as well as presumed damages. Accordingly, plaintiff has alleged sufficient facts to survive a motion to dismiss as to his defamation claim.

COUNTER-MOTION FOR LEAVE TO AMEND COMPLAINT

1. Plaintiff seeks to amend its complaint for purposes of clarity and to add claims for defamation per se; business disparagement; intentional infliction of emotional distress; and negligent infliction of emotional distress.

NRCP 15(a)(2) governs amendment of pleadings:

(2) Other Amendments. In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. The court should freely give leave when justice so requires.

The court's decision to grant or deny a motion for leave to amend is left "to the sound discretion of the trial court..." Stephens v. Southern Nevada Music Co., Inc., 89 Nev. 104, 106, 507 P.2d 138 (1973). Further, absent "undue delay, bad faith or dilatory motive on the part of the movant[,] the leave sought should be freely given." Id.

Defendant requests this Court grant defendant leave to amend his complaint under NRCP 15(a)(2). See Exhibit 8, proposed amended complaint.

First, plaintiff's original complaint requires clarification because plaintiff, a layperson, drafted the complaint himself.

Second and more importantly, plaintiff seeks to add claims for defamation per se; business disparagement; intentional infliction of emotional distress; and negligent infliction of emotional distress.

i. Defamation per se.

Defamation per se exists where "the defamatory communication imputes a 'person's lack of fitness for trade, business, or profession,' or tends to injure the plaintiff in his or her business... and damages are presumed." Clark Cty. Sch. Dist. v. Virtual Educ. Software, Inc., 125 Nev. 374, 385, 213 P.3d 496, 503 (2009). Defendant's defamatory NRED Statement of Facts certainly imputed that plaintiff

1 is a liar, is unethical, is unprofessional, is racist, and is sexist, and made all these statements to the entity
2 responsible for investigating and disciplining real estate agents. These statements all impute that plaintiff
3 is unfit to act as a real estate agent, his chosen profession, and attack defendant's professional reputation.
4 Further, the NRED Statement of Facts tends to injure plaintiff in his business. Accordingly, defendant
5 committed defamation per se, and plaintiff should be permitted to add this claim to his complaint.

6 **ii. Business disparagement.**

7 As to business disparagement, this claim requires the following:

8 (1) a false and disparaging statement, (2) the unprivileged publication by the defendant, (3)
9 malice, and (4) special damages.

10 Clark Cty. Sch. Dist. v. Virtual Educ. Software, Inc., 125 Nev. 374, 386, 213 P.3d 496, 504 (2009).

11 Plaintiff believes defendant acted with malice; specifically, defendant did not submit the NRED
12 Statement of Facts in good faith, but only did so as an act of retaliation after plaintiff informed defendant
13 that she had caused a delay in the sale which needed to be corrected. The special damages element
14 requires

15 evidence proving economic loss that is attributable to the defendant's disparaging remarks.
16 [Or], if the plaintiff cannot show the loss of specific sales attributable to the disparaging
17 statement, the plaintiff may show evidence of a general decline of business.

18 Id. at 387, 505. Plaintiff believes he suffered a decline in his business as a result of defendant's NRED
19 Statement of Fact. Certain client relationships were damaged after defendant submitted the NRED
20 Statement of Fact. Accordingly, plaintiff should be permitted to amend his complaint to add a claim for
21 business disparagement.

22 **iii. Intentional infliction of emotional distress.**

23 The elements of intentional infliction of emotional distress are:

24 (1) extreme and outrageous conduct with either the intention of, or reckless disregard for,
25 causing emotional distress, (2) the plaintiff's having suffered severe or extreme emotional
26 distress and (3) actual or proximate causation.

27 Barnettler v. Reno Air, Inc., 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998). Defendant engaged in
28 extreme and outrageous conduct by spitefully submitting a false and defamatory Statement of Fact to
NRED, the governing body of real estate agents. Plaintiff believes defendant had intent to cause

1 emotional distress because defendant submitted the Statement of Fact as a vindictive response to
2 plaintiff's communications made during the sale of the property. At a minimum, when defendant
3 submitted her false statements to NRED, she displayed a reckless disregard for the fact that such an act
4 could cause plaintiff great emotional distress and stress because he would then be subjected to a possibly
5 career-ending investigation. Second, plaintiff suffered severe and extreme emotional distress, to the point
6 where he became physically ill and contracted pneumonia and a severe cough, resulting in him being bed-
7 ridden for more than two weeks. Third, defendant's Statement of Fact was the actual cause of plaintiff's
8 distress as he did not have any other reason to suffer such distress at that point in his life. Accordingly,
9 plaintiff should be permitted to add an intentional infliction of emotional distress claim to his complaint.

10
11 **iv. Negligent infliction of emotional distress.**

12 Lastly, plaintiff seeks to add a claim for negligent infliction of emotional distress to his complaint.
13 Negligent infliction of emotional distress can be committed directly against another person. Chowdhry
14 v. NLVH, Inc., 109 Nev. 478, 851 P.2d 459. This cause of action arises where a defendant's negligent
15 conduct causes emotional distress sufficient to cause physical harm to the plaintiff. See Id. See also State
16 v. Eaton, 101 Nev. 705, 710 P.2d 1370 (1985). At a minimum, defendant acted negligently when she
17 submitted a false Statement of Fact to NRED, and plaintiff did in fact suffer physical harm in the form
18 of pneumonia and a severe cough leaving him bed-ridden for more than two weeks. Accordingly,
19 plaintiff should be permitted to add this claim to his complaint.

20 **CONCLUSION**

21 Defendant cannot meet the requirements for anti-SLAPP relief against plaintiff because NRED
22 is not a proper party in the NRED context; because defendant did not make her Statement of Fact
23 regarding an issue under consideration by NRED; defendant did not make her Statement of Fact during
24 an "official proceeding"; and defendant's submission to NRED was not made in good faith. Further,
25 defendant was aware that several of her statements to NRED were false when she made those statements,
26 which defeats her anti-SLAPP request. Finally, even if defendant did meet its initial anti-SLAPP burden,
27 plaintiff can meet its burden to make a prima facie case for defamation, as shown by the declarations and
28 exhibits attached hereto.

1 Further, defendant's NRED Statement of Fact was not an absolutely privileged communication
2 because it was not part of a judicial or quasi-judicial proceeding, and because defendant did not make the
3 Statement of Fact in good faith.

4 Additionally, plaintiff's claim for defamation is not proper for dismissal because defendant
5 published knowingly false statements to NRED, as outlined herein.

6 Finally, plaintiff requests he be permitted to amend his complaint to clarify the facts and add
7 claims for defamation per se; business disparagement; intentional infliction of emotional distress; and
8 negligent infliction of emotional distress.
9

10 DATED this 22nd day of August 2019.

11 LAW OFFICES OF
12 MICHAEL F. BOHN, ESQ., LTD.

13 By: /s/ Adam R. Trippiedi, Esq.
14 Michael F. Bohn, Esq.
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
3 Offices of Michael F. Bohn., Esq., and on the 22nd day of August 2019, an electronic copy of the
4 **PLAINTIFF'S OPPOSITION TO DEFENDANT DAPHNE WILLIAMS'S ANTI-SLAPP**
5 **SPECIAL MOTION TO DISMISS UNDER NRS 41.660; and COUNTER-MOTION FOR LEAVE**
6 **TO AMEND COMPLAINT** was served on opposing counsel via the Court's electronic service system
7 to the following counsel of record:
8

9 Marc J. Randazza, Esq.
10 Alex J. Shepard, Esq.
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12 2764 Lake Sahara Dr, Ste 109
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13 Attorney for plaintiff Charles "Randy" Lazer

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES "RANDY" LAZER,
11 Plaintiff,
12 vs.
13 DAPHNE WILLIAMS,
14 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**DECLARATION OF CHARLES "RANDY"
LAZER IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANT DAPHNE
WILLIAMS'S ANTI-SLAPP SPECIAL
MOTION TO DISMISS UNDER NRS 41.660**

16 STATE OF NEVADA }
17 COUNTY OF CLARK } ss:

18 CHARLES "RANDY" LAZER, being first duly sworn upon oath and says:

- 19 1. Declarant is the plaintiff in this matter and he makes this declaration in support of his
20 opposition to defendant Daphne Williams's anti-SLAPP special motion to dismiss under NRS 41.660.
21 2. I have been licensed as a real estate agent in Nevada since 1991.
22 3. I have an impeccable record with the Nevada Real Estate Division ("NRED") and have
23 never been sanctioned.
24 4. In the spring of 2017, I was representing the seller of the real property commonly known as
25 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter "**the property**"), which is a
26 condominium unit.
27 5. On May 20, 2017, defendant Daphne Williams, at the time a tenant renting the property,
28 entered into a contract to purchase the property from its then-owner, my client.

1 6. Defendant did not employ a real estate agent to represent her in the purchase.

2 7. The original close of escrow date for the sale of the property to defendant was June 30,
3 2017.

4 8. On June 23, 2017, I learned defendant's lender had, just that day, obtained the
5 condominium certification package, also known as a condominium questionnaire, which is a requirement
6 to obtain financing for a condominium purchase. Defendant's lender informed me that the reason for the
7 delay in obtaining the package was because defendant neglected to pay for the package in a timely
8 manner.

9 9. The condominium certification package is required because this package contains
10 documents disclosing what percentage of the condos in the community are owner-occupied versus renter-
11 occupied, and lenders will not lend money to fund a condo purchase if certain specific requirements are
12 met.

13 10. Upon learning of defendant and/or her lender's failure to obtain the condominium
14 certification package until June 23, 2017 - more than a month after entering into the purchase agreement
15 - I realized we would need to extend escrow in order to close the sale of the property.

16 11. If the sale did not close on time due to defendant's default, my client - the seller - could
17 have kept defendant's earnest money deposit and sold the property to another buyer.

18 12. However, because we had already come so far in this deal, I believed it was in the best
19 interest of my client to complete the sale to defendant, and my client simply wanted to complete the sale,
20 so we went forward. I took great time and effort to speak with defendant's lender and the seller in order
21 to secure an extension on the close of escrow.

22 13. On June 23, 2017, I spoke with defendant to inform her that we would need to extend
23 escrow due to her and/or her lender's failure to obtain condominium documents until June 23, 2017.

24 14. Following my June 23, 2017, phone call with defendant, defendant became agitated and
25 defensive, culminating in her sending me a text on June 27, 2017, which accused me of racism, sexism,
26 and unprofessionalism, and threatened in which she threatened to file a complaint against me with
27 NRED.

1 15. That same day, I also attempted to contact Bryan Jolly, defendant's loan officer, but he
2 did not respond to my phone call.

3 16. Thereafter, the morning of June 26, 2017, I emailed Mr. Jolly with my concerns regarding
4 his delay in obtaining the condominium package, and let him know that this delay had put the entire deal
5 in jeopardy.

6 17. Based on the delay itself and other complications caused by the delay, I made certain
7 demands as outlined in my June 26, 2017, email, which is attached to the opposition as an exhibit.

8 18. Although such negotiations and demands as contained in my email are very common in
9 the real estate world when something goes wrong in a sale, I believe my June 23, 2017, phone call with
10 defendant, as well as the June 26 and 27, 2017, emails with Mr. Jolly were the reasons defendant became
11 vindictive and verbally aggressive toward me, ultimately resulting in the chain of events that led to this
12 lawsuit.

13 19. Defendant's text message left me extremely upset and disturbed, as throughout my life I
14 have dedicated many hours to the causes of equality for all races, sexes, and religions, a passion created
15 by my family history which includes family members who were killed in the Holocaust due to their
16 religion.

17 20. After speaking at length with defendant's lender and the seller, I draft an addendum to
18 extend escrow for 17 days to July 17, 2019.

19 21. Defendant was still unable to close by July 17, 2019, so escrow was extended a second
20 time to July 20, 2017, and then a third time to July 24, 2017, when the sale was finally completed.

21 22. I filed suit for defamation because defendant made several false statements in her
22 Statement of Facts she provided to NRED. I will take the next several paragraphs to explain the
23 falsehoods in defendant's NRED Statement which form the basis of my complaint.

24 23. First, defendant stated on multiple occasions in her Statement of Facts that I engaged in
25 unethical, unprofessional, sexist, and racist behavior, largely based on the fact that I complimented her on
26 her purchase of the condo and that as she progressed with her career and became more successful, I
27 would be happy to represent her in future real estate purchases should her brother retire from real estate.
28

1 24. Although I do not think defendant quoted me word for word, I do believe I said something
2 similar to the quote contained in defendant's Statement of Facts.

3 25. The reason I mentioned defendant's brother is because defendant's brother is a real estate
4 agent, so I was informing defendant that if her brother retired or was no longer working as an agent, I
5 could represent her.

6 26. Defendant, like any reasonable person, knew that my statement, which is about as benign
7 as can be, was not in any way based on racism or sexism and was in no way unprofessional or unethical,
8 yet she characterized me as such to NRED.

9 27. Second, defendant stated in her Statement of Facts that I shared "confidential information"
10 with [defendant] regarding the seller, which [defendant] understood realtors aren't supposed to do."

11 28. In reality, I did not share any "confidential information" with defendant that in any way
12 would have violated my ethical duties.

13 29. Defendant's first claim of "confidential information" is apparently that I had met the seller
14 on an online dating website and had helped her move some personal property. I never informed
15 defendant that I had met the seller on a dating website, so this is a knowingly false statement. It was the
16 seller who informed defendant that the seller and I had met on a dating website. I also never had a
17 romantic relationship with the seller. Regardless, defendant does not explain in what way this is
18 confidential information that would in any way subject me to discipline by NRED.

19 30. Defendant further states that I told her: "To help Rosana out because she has been through
20 so much this year, I talked my broker into only charging her 1000.00 in commission to do this deal."

21 31. I did not say these exact words to defendant. However, while I did mention the amount of
22 the commission to defendant, the seller had authorized me to disclose this information in order to
23 complete the sale and ensure to defendant that she was getting the property at the lowest possible price.
24 Defendant was offering a lower price than the minimal required net proceeds of the seller. The seller
25 authorized me to disclose all costs involved so defendant would have knowledge of the minimal price that
26 would be acceptable to the seller.

27 32. Accordingly, this information was not "confidential," and if defendant had simply spoken
28

1 to me or the seller about it, she would have understood I was authorized to disclose the amount of the
2 commission.

3 33. Third, defendant questions my ethics because I attempted to communicate with the
4 appraiser.

5 34. However, there is nothing unethical about a real estate agent communicating with the
6 appraiser's office when the agent is representing a seller. To the contrary, ethics require that when
7 representing a seller, the agent should communicate with the appraiser and provide information regarding
8 comparable sales and upgrades to the appraiser.

9 35. Fourth, defendant states that I "lied on several occasions," which is untrue and
10 defamatory.

11 36. Contrary to defendant's assertion in her Statement of Facts, she did not allow the seller to
12 remove all of her personal property, and to this day, some of the seller's personal property still remains at
13 the property. Defendant also refused to sign an addendum providing the seller access to remove her
14 personal property from the condo.

15 37. Further, and more simply, I never made any statement regarding defendant's refusal to
16 provide access to the unit to the seller.

17 38. Accordingly, I did not lie about defendant's refusal to allow the seller to remove all of her
18 personal property, and this is another false statement by defendant.

19 39. Fifth, defendant states I never provided her "a signed copy of the contract," which is
20 another false statement.

21 40. My May 18, 2017, email to defendant attaching the Residential Purchase Agreement
22 signed by the seller is attached as an exhibit to the opposition, proving that this is yet another false
23 statement by defendant.

24 41. Sixth, defendant states that I "falsely" accused her of failing to meet the due diligence
25 timeframes in the contract. She blames my alleged failure to provide her with the signed contract for her
26 inability to meet her obligations, but as noted above, I had provided the signed contract to defendant
27 more than a month prior to the close of escrow.

1 42. Accordingly, defendant's statement that I "falsely" accused her of failing to meet all
2 requirements to close escrow is another false, defamatory statement.

3 43. Defendant also mentions that I never provided her with "a receipt for defendant's earnest
4 money," but a real estate agent does not provide receipts for earnest money unless the earnest money is
5 deposited into a broker's trust account.

6 44. When earnest money is deposited with the title and/or escrow company, it was the case
7 here, title and/or escrow be the entity to provide such a receipt.

8 45. I did provide escrow company contact information to Bryan Jolly, defendant's lender, so
9 defendant's lender did have notice of who the escrow company was and could have obtained an earnest
10 money receipt from escrow.

11 46. Thus, while defendant's statement that I did not provide an earnest money receipt is
12 technically true, it is also very misleading.

13 47. Seventh, defendant makes false allegations that the seller told her I was "trying to
14 sabotage this deal" and that I had "an ulterior motive."

15 48. As proven by the declaration of the seller also attached to the opposition, the seller never
16 told defendant that I was trying to sabotage the deal or that I had an ulterior motive, so this is another
17 false, defamatory statement.

18 49. I expended tremendous time and effort to keep this deal alive, including speaking with
19 defendant's lender after each of the three escrow extensions necessitated by defendant's negligence, so I
20 clearly had no intention of sabotaging this deal.

21 50. The fact that defendant made these numerous false, defamatory, and malicious statements
22 is bad enough by itself.

23 51. However, when defendant published these statements to NRED, the entity responsible for
24 governing the ethics of real estate agents and punishing those who violate the code of ethics, the damage
25 to my professional reputation and the stress I experienced was tremendously magnified.

26 52. Based on defendant's false Statement of Facts, the NRED regulators and investigators
27 were questioning my ethics and I was forced to defend myself and my good name.
28

1 53. The NRED investigation process dragged on for eight months, during which time I spent
2 over 50 hours defending myself, and many more stressing over the damage to my reputation and the
3 possible loss of my livelihood.

54. If called upon to testify to the above facts, declarant could do so competently.

5 55. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
6 is true and correct.

DATED this 18th day of August, 2019.

Charles "Randy" Lazer
CHARLES "RANDY" LAZER

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7 Attorney for plaintiff Charles “Randy” Lazer

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES “RANDY” LAZER,
11 Plaintiff,
12 vs.
13 DAPHNE WILLIAMS,
14 Defendant.
15

CASE NO.: A-19-797156-C
DEPT NO.: XV

**DECLARATION OF ROSANE CARDOSO
FERREIRA IN SUPPORT OF PLAINTIFF’S
OPPOSITION TO DEFENDANT DAPHNE
WILLIAMS’S ANTI-SLAPP SPECIAL
MOTION TO DISMISS UNDER NRS 41.660**

16 STATE OF MARYLAND)
17 COUNTY OF PRINCE GEORGE) ss:

18 ROSANE CARDOSO FERREIRA, being first duly sworn upon oath and says:

19 1. Declarant is makes this declaration in support of Charles “Randy” Lazer’s opposition to
20 defendant Daphne Williams’s anti-SLAPP special motion to dismiss under NRS 41.660.

21 2. I was the seller of the real property commonly known as 1404 Kilimanjaro Ln #202, Las
22 Vegas, Nevada 89128 (hereinafter “**the property**”) in the transaction which forms the background of
23 this case.

24 3. I knew defendant Daphne Williams for approximately eight months prior to the sale of the
25 property, which she was renting from me beginning in January 2017.

26 4. Mr. Lazer represented me during the sale of the property.

27 5. Mr. Lazer was very professional throughout the transaction.

28 6. I am making this declaration to correct some false statements defendant made in her

1 Statement of Facts, which she lodged with the Nevada Real Estate Division ("NRED").

2 7. During the course of the transaction, I authorized Mr. Lazer to disclose his commission and
3 all closing costs to the defendant because defendant wanted to pay only \$85,000.00 for the property,
4 which I would not accept.

5 8. Apparently, defendant wrongly assumed that I had not authorized Mr. Lazer to disclose this
6 information, and she never asked me if I had made such an authorization.

7 9. Disclosing the commission and the closing costs allowed Mr. Lazer to go over those
8 amounts with defendant and explain to her why I was insistent on an \$86,000.00 price.

9 10. I informed defendant that Mr. Lazer and I had met on a dating website. To my
10 knowledge, Mr. Lazer did not inform defendant of how Mr. Lazer and I first met.

11 11. Defendant refused to allow me to remove certain items of personal property from the unit,
12 all of which, to my knowledge, remain in the unit to this day.

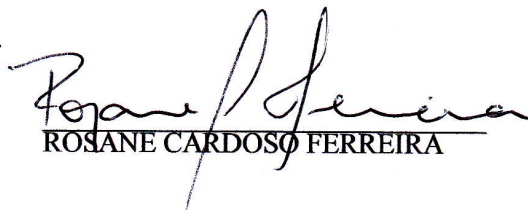
13 12. To the contrary of what defendant stated in her Statement of Facts lodged with NRED, I
14 did not make any statement to defendant to the effect of me moving in with Mr. Lazer, and I also did not
15 make any statement to defendant that Mr. Lazer "likes me like that, but I don't like him like that."

16 13. I also never stated to defendant that Mr. Lazer had an ulterior motive or acted to sabotage
17 the transaction.

18 14. If called upon to testify to the above facts, declarant could do so competently.

19 15. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
20 is true and correct.

21 DATED this 19th day of August, 2019.

22
23
24 
25 ROSANE CARDOSO FERREIRA
26
27
28

1 Statement of Facts, which she lodged with the Nevada Real Estate Division (“**NRED**”).

2 7. During the course of the transaction, I authorized Mr. Lazer to disclose his commission and
3 all closing costs to the defendant because defendant wanted to pay only \$85,000.00 for the property,
4 which I would not accept.

5 8. Apparently, defendant wrongly assumed that I had not authorized Mr. Lazer to disclose this
6 information, and she never asked me if I had made such an authorization.

7 9. Disclosing the commission and the closing costs allowed Mr. Lazer to go over those
8 amounts with defendant and explain to her why I was insistent on an \$86,000.00 price.
9

10 10. I informed defendant that Mr. Lazer and I had met on a dating website. To my
11 knowledge, Mr. Lazer did not inform defendant of how Mr. Lazer and I first met.

12 11. Defendant refused to allow me to remove certain items of personal property from the unit,
13 all of which, to my knowledge, remain in the unit to this day.

14 12. To the contrary of what defendant stated in her Statement of Facts lodged with NRED, I
15 did not make any statement to defendant to the effect of me moving in with Mr. Lazer, and I also did not
16 make any statement to defendant that Mr. Lazer “likes me like that, but I don’t like him like that.”

17 13. I also never stated to defendant that Mr. Lazer had an ulterior motive or acted to sabotage
18 the transaction.

19 14. If called upon to testify to the above facts, declarant could do so competently.

20 15. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
21 is true and correct.
22

23 DATED this 19th day of August, 2019.

24
25 ROSANE CARDOSO FERREIRA
26
27
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EXHIBIT 1

EXHIBIT 1



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 5/16/17

X@ Daphne Williams ("Buyer"), hereby offers to purchase
1404 Kilamogard #202 ("Property"), within the
city or unincorporated area of Las Vegas, County of Clark, State of Nevada,
Zip 89128, A.P.N. # 138-28-513-274 for the purchase price of \$ 86,000
(Eighty Six Thousand) dollars ("Purchase Price") on the terms and conditions
contained herein. BUYER ☐ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 1,000 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐ Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 69,800 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

\$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____
Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 16,200 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 86,000 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Done Within _____ business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilamogard #202 LV NV

Rev. 05/16

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X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: SK

Page 1 of 10

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InstantFORMS

applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 25 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.

D. CASH PURCHASE: Within _____ business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY: This Agreement ☒ is not -OR- ☐ is contingent upon the sale (and closing) of another property which address is _____
Said Property ☐ is ☐ is not currently listed -OR- ☐ is presently in escrow with _____
Escrow Number: _____ Proposed Closing Date: _____

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarms(s);

The following additional items of personal property: Refrigerator, Washer, Dryer

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Tilco or other title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Jodie Henley or other ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams
Property Address: 1404 Kilanogaro #202 W, NV

BUYER(S) INITIALS: DW
SELLER(S) INITIALS: KL

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heckerrealstate@hotmail.com

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1 the Escrow Number.

2
3 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
4 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

5
6 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:
7 6/30/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business
8 day.

9
10 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
11 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
12 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
13 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

14
15 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
16 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
17 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
18 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

19
20 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is X is not _____ conditioned on the Buyer's Due Diligence as
21 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
22 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as
23 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.
24 Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's
25 investigations and through the close of escrow. Due Diligence Period to commence upon
26 buyer's receipt of appraisal DW

27 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
28 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
29 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
30 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
31 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
32 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
33 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
34 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
35 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
36 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
37 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not
38 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
39 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
40 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
41 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
42 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
43 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
44 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
45 telephone number of the inspector.

46
47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence
49 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,
50 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of
51 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in
52 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

53
54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential
55 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as
56 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

57 X _____ Buyer's Initials _____ Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilmanjaro

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X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: DK

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D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection		Well Inspection (Quantity)	
Home Inspection	Buyer	Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection		Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer pays for appraisal \$350	Other:	

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Williams Dr #202 WNV

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X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: RK

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exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with old plan or new. ☐ Seller -OR- ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 350. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans. Buyer will Home Protection Plan to be extended to 1 year from the close of escrow.

9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Buyer	CIC Transfer Fees	Buyer
Other:					

11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ Seller Real Property Disclosure Form: (NRS 113.130) ☐ Open Range Disclosure: (NRS 113.065)
- ☐ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- ☐ Other: (list) _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilmanjaro #202 LV, NV

X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: RE

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12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE OR 12:00 PM. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller. *Buyer warranty accepts the property as a tenant*

15. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

45. ☒ BUYER(S) INITIALS: DW ☒ SELLER(S) INITIALS: RK

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams
Property Address: 1404 Kalamazoo #202 W. NV

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☒ BUYER(S) INITIALS: DW

☒ SELLER(S) INITIALS: RK

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Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will -OR- ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Biltmore Court #202, W. Las Vegas

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X BUYER(S) INITIALS: DW

SELLER(S) INITIALS: PK

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1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31
32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this
33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be
36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to
37 Escrow in the same manner.

38
39 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

42
43 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
44 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
45 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
46 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
47 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
48 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
49 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
50 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
51 such prevailing party.

52
53
54 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
55 the terms of this Agreement.

56
57 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilmanjaro #202, LV, NV

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X BUYER(S) INITIALS: DW

X SELLER(S) INITIALS: PK

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heckerrealstate@hotmail.com

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This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: Randy Lutzer and Hecker Real Estate
and Development only represent the seller. The buyer
has indicated no formal real estate representation and
is not charged with any brokerage fees. The buyer is
advised to seek legal counsel to review the contract or
for any concerns. The buyer is a tenant entitled to the refund
of \$50 Security Deposit and a refund for any prorated rent.

Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: None
Company Name: _____
Broker's License Number: _____
Phone: _____
Fax: _____

Agent's Name: _____
Agent's License Number: _____
Office Address: _____
City, State, Zip: _____
Email: _____

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Buyer must respond by: 6:00 ☐ AM ☒ PM on (month) May, (day) 21 (year) 2017. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature

Buyer's Printed Name

Date

Time

Buyer's Signature

Buyer's Printed Name

Date

Time

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name:

Property Address:

BUYER(S) INITIALS:

SELLER(S) INITIALS:

Rev. 05/16

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InstantFORMS

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: Vilton Hecker

Agent's Name: Barbara Lazer

Company Name: Hecker Real Estate & Development

Agent's License Number: 25722

Broker's License Number: _____

Office Address: 4555 S. Durango #155

Phone: 702-271-1295

City, State, Zip: Las Vegas, NV 89113

Fax: 702-966-3762

Email: bar314@aol.com

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

☒ SELLER DECLARES that he/she ☒ is not -OR- ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: /

☒ ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

Seller's Signature [Signature]

Seller's Printed Name Rosane Krupp

Date 05/18 Time 9:00 ☒ AM ☐ PM

Seller's Signature _____

Seller's Printed Name _____

Date _____ Time _____ ☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 K. Luman juv #202 LV, NV

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: [Signature]

Rev. 05/16

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InstanetFORMS

6/28/17 2:04 PM

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ADDENDUM NO. 1
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosane Krupp
as Seller(s), dated 5/16/17
covering the real property at 1404 K. San Antonio #202 Las Vegas
the ☐ Buyer ☒ Seller hereby proposes that the Purchase Agreement be amended as follows:

- ① Close of escrow to be on or before 7/17/17
- ② Seller not to contribute any money for repairs
- ③ Should escrow not close on or before 7/17/17 then no part of the seller the seller will issue an instruction calling for the release of the buyers money to the seller in compliance with the terms the contract

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

☐ Bayer ☐ Seller

Date _____

☒ Buyer ☐ Seller

FIN

☐ Buyer ☐ Seller

Date _____

Page 1 of 1

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ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Bobbie Krupp
as Seller(s) dated 5/16/17
covering the real property at 1904 Klemm Ave #202 Las Vegas NV
the ☒ Buyer ☒ Seller hereby proposes that the Purchase Agreement be amended as follows:

- ① Close of escrow to be on or before 7/20/17
- ② Rent to be provided at \$8.33 per day from 5/15 to the close of escrow and credit to the seller

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without (1) additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

Bobbie Krupp
☐ Buyer ☒ Seller

Date

☐ Buyer ☐ Seller

Time

Acceptance:
D Williams
☒ Buyer ☐ Seller

7/18/17
Date

out blank

Page 1 of 1

ADDENDUM NO. 3
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosanne Krupp
as Seller(s), dated 5/16/17
covering the real property at 1404 Williams Ave #202 Las Vegas, NV
, the ☒ Buyer ☒ Seller hereby proposes that the Purchase

Agreement be amended as follows:

- ① Close of escrow to be on or before 7/24/17
- ② Buyer to pay a \$250 late fee to the seller
- ③ Rent of \$28.33 to be prorated through close of escrow change to the buyer and credited to the seller

☒ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

X Rosanne Krupp 07/20/17
☐ Buyer ☒ Seller Date

☐ Buyer ☐ Seller Time

Acceptance: D Williams 7/21/17
☒ Buyer ☐ Seller Date

☐ Buyer ☐ Seller Time

Prepared by: Randy Lazer 702.271-1245
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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InstantForms

EXHIBIT 2

EXHIBIT 2

Adam Trippiedi

Subject: FW: email chain of immediately after the text message on 6/27 from the Defendant, and of the email earlier that day prior to the text message.

Attachments: image001.jpg

-----Original Message-----

From: ran314 <ran314@aol.com>

To: bjolly <bjolly@goalterra.com>

Sent: Tue, Jun 27, 2017 3:11 pm

Subject: Re: Daphne Williams, 1404 Kilimanjaro..I am having to notify the real estate division regarding Ms. Williams

Bryan...I called, but wanted to let you know that I received some wrongful and upsetting texts from Ms. Williams. I had sent her the addendum that I sent you, that was authorized by my client.

Ms. Williams chose to text me the following..."Randy, if this racist sexiest (sic) and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process".

Bryan...although you don't know me, I gave two years of my life heading a community service project to deliver food and clothing to low income black families outside of Detroit, along with speaking to raise funds so black kids could have educational opportunities. I also play and write jazz, which is truly at the very heart of black/African culture, and I have an incredible love and respect for that. Never in 26 years and over 1000 contracts have I ever been accused of being racist or sexist, and, I noted in my response to Ms. Williams that I despise prejudice as I had experienced that.

I notified Ms. Williams that she is free to file any complaints under penalty of perjury, and that for a wrongful complaint I would seek damages for liable and defamation, and advised her to seek legal counsel. I asked her specifically what I had written or said that was racist or sexist, and thus far have not heard from her of one specific text or email that would be racist or prejudiced.

So, I have contacted the Real Estate Division, and advised Ms. Williams that should I receive any other hateful messages I will file a complaint with the police, division, or other agencies for harassment. I also advised Ms. Williams to seek legal counsel.

In short, this is ridiculous and terrible to make a false accusation, particularly as I have a history of texts and emails, in which Ms. Williams has given a polite response, and in which I have been 100% professional.

Ms. Williams apparently is raising questions about reasonable access regarding the addendum. Well that is pretty commonly understood that Rosane can have somebody contact her to remove her possessions, and that Ms. Williams should allow for access in a reasonable time frame...which often is interpreted as 48 hours or 72 hours. In fact, I would advise Ms. Williams reference her lease regarding the clauses for access. Basically Rosane had an associate call Ms. Williams, who allowed that person entry, so I am not understanding the difficulty. Rosane is just trying to have her possessions removed, in compliance with the contract, and needs assurance of reasonable access, particularly given Ms. Williams behavior, which has included informing me (per my recollection) that nobody could view the property during the week days, thus restricting access for five days out of seven

In short Bryan, Ms. Williams is not able to close escrow on or before June 30, which given you received the contract on May 23, and per your words, this transaction should have been closed in three weeks...as per my opinion a good lender or very good lender would do so. Ms. Williams bears the responsibility for not closing this escrow within the time frame stipulated by the contract.

If Ms. Williams does not sign the addendum, Ms. Krupp has the right per my understanding (and I advise all parties to seek legal counsel) to cancel the transaction on 7/1, and demand the release of the earnest money of Ms. Williams. Ms. Krupp per my last conversation believes it is important to stipulate reasonable access for her to have any party that she designates remove her possessions prior to the close of escrow, without any terrible inconvenience that would prevent a party from entering the property to remove Ms. Krupp's possessions. Nothing unusual there. Nothing racist or sexist there either.

So, this was quite a bit, but I wanted to inform you of what transpired, and advise that if Ms. Williams does not sign the addendum, it will be up to Ms. Krupp if she desires to issue another addendum. If that addendum is not signed by the buyer, Ms. Krupp very well may cancel this escrow on 7/1.

Thank you,

Randy Lazer

I will not tolerate false and wrongful accusations, and will be acting in compliance with the counsel from the Nevada Real Estate Division regarding potential charges or complaints against Ms. Williams, as her words are in writing, and I will provide the Division with all texts and emails. So, unless there is an apology from her for her wrongful and candidly hateful texts, she may be subject to some investigation and potential penalties.

-----Original Message-----

From: Bryan A. Jolly <bjolly@goalterra.com>
To: ran314 <ran314@aol.com>
Cc: dlwilliams123 <dlwilliams123@gmail.com>
Sent: Mon, Jun 26, 2017 12:24 pm
Subject: RE: Daphne Williams, 1404 Kilimanjaro

Good Afternoon Randy,

I appreciate our conversation today and just wanted to recap what we discussed so that we can stay on the same page going forward to ensure the closing of the file:

- If the buyer agrees, closing shall be on 7/17/17.
- The seller will have all items removed on or before the closing date as stated in the original contract
- Randy will draft the addendum to present to the buyer to extend escrow
- The file is currently in condo review and once we have approval we will move forward to final underwriting

Please advise if there are any items that I missed, or anything that needs to be added. Thank you for your time, have a great day!

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: bjolly@goalterra.com

Website: Alterra Home Loans - Bryan Jolly



"Building Wealth Through Homeownership"

From: ran314@aol.com [<mailto:ran314@aol.com>]

Sent: Monday, June 26, 2017 7:54 AM

To: Bryan A. Jolly <bjolly@goalterra.com>

Subject: Re: Daphne Williams, 1404 Kilimanjaro

Bryan....I called you and emailed you on Friday, but you have not communicated with me since, which given the information that I shared was truly not the best.

Bryan...here is the reality. You received a contract on May 23, and immediately should have requested the condo questionnaire, which per First Residential would be delivered within 10 business days. Without your company's review of that document, you don't know if you can loan funds or not. You sent me an email on May 30, indicating that you were working with obtaining the questionnaire, which in my estimation should have been arriving within a few days. The close of escrow noted on the contract is June 30. You informed me on June 24, that you finally received the questionnaire? If you had difficulties in obtaining it, you could have asked me, as it is pretty easy to set up a third party pay for the questionnaire. But, in 25 days, you didn't inform me that you had not obtained it or had difficulties. Not acceptable.

Then, I shared these facts with you on Friday, and its been three days without communication? Again, not acceptable. I want to know why you received that questionnaire about three weeks later than you should, which places this closing in significant jeopardy

I represent the seller and convey her best interests. Per my conversation and communications with her this weekend, I share what is likely to occur. First, if you don't communicate with me prior to mid afternoon, I will be speaking with your manager. I will be in a meeting from about 9:00 to 10:30, and won't be answering the phone.

Next, if there isn't effective communication, presuming that this transaction is not closing this week, on July 1, the seller will issue a cancellation instruction calling for the release of the buyer's earnest money to her. Keep in mind the buyer, by submitting the home inspection beyond the due diligence period per the contract waives the condition of the property as a right of not proceeding to close. Also keep in mind, the buyer never notified me in writing per the contract within a 30 day time frame that she did not desire to proceed, therefore she waives the loan contingency as a condition for not proceeding. I am not an attorney, advise all parties to seek legal counsel, and am sharing the clauses I cited in the previous email to you and Daphne on June, 23.

So....

1) If this escrow closes per the contract time frame, on or before June 30, the buyer will be credited for \$500 worth of repairs, or receive a credit of \$500 in compliance with your criteria. Whether it would be for loan costs or a reduction of sales price or whatever is appropriate for your company.

2) If the buyer desires an extension, I better know about it, as I have to draw up the addendum, and she will need to close on or before July 15, and there will be no credit of \$500.

3) If it does not appear that Ms. Williams can obtain funding on or before July 15, then the escrow will be cancelled on July 1, and per the terms of the contract the seller will call for the release of \$1000 of earnest money to her.

Bryan...I need to know where things are. I need to know an estimated time frame for the close of escrow presuming the association docs are acceptable for your company, or if there are issues with those documents.

Sincerely,

Randy Lazer

702-271-1295

-----Original Message-----

From: Bryan A. Jolly <bjolly@goalterra.com>

To: ran314 <ran314@aol.com>

Cc: Daphne Williams <dlwilliams123@gmail.com>
Sent: Fri, Jun 23, 2017 10:48 am
Subject: Update

Good Morning Randy,

I hope this email finds you well! The condo questionnaire was just received from the HOA management company and I am forwarding it to our condo review department now. I will hopefully have an "ETA" from them today on when the review will be completed and approved. Once the review is approved we will be ready to move to final underwriting and close on the file. I will update you as soon as I have new information and keep you informed from now until closing. Please let me know if you have any questions. Have a great day!

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205
Alterra Home Loans
3245 S. Rainbow Blvd., Suite 102
Las Vegas, NV 89146
Office: 702-405-7021
Fax: 702-968-8666
Cell: 702-462-4513
Email: bjolly@goalterra.com
Website: Alterra Home Loans - Bryan Jolly



"Building Wealth Through Homeownership"

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EXHIBIT 3

EXHIBIT 3

11:50 67%

< +19097146155



12:35 PM, Jun 27

Randy, if this racist sexiest and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process.



Copy text



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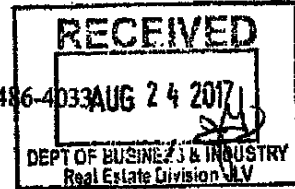


EXHIBIT 4

EXHIBIT 4

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

3300 W. Sahara Ave., Suite 350, Las Vegas, Nevada 89102 * (702) 486-4033
e-mail: realest@red.nv.gov * <http://red.nv.gov/>



STATEMENT OF FACT

(Please Print or Type)

Your Name Daphne L. Williams 909-714-6155
(Home Phone) (Business Phone)
Address 1404 KiliMajaro Lane, Unit 202 Las Vegas NV 89128
(Street) (City) (State) (Zip)
Email Address dwilliams123@gmail.com (Optional)

Please complete the following information concerning your complaint. Our ability to investigate the matter will depend largely upon your giving us a complete and detailed sworn statement. **ATTACH ALL PERTINENT PAPERS AND/OR DOCUMENTS TO COPIES OF THIS FORM.** Keep originals for your file. A copy of this statement may be offered to the party against whom you make this complaint.

Complaint against Charles Randy LAZAR
Name of firm Hecker Real Estate + Development
Address 4955 S. Durango, Ste 155 Las Vegas, Nevada, 89113
Telephone No 702-271-1295 Date of transaction 5/23 - 7/24/17
Where is the real property located? 1404 KiliMajaro Lane, Unit 202 Las Vegas NV 89128
Did you seek legal counsel? Yes If "Yes," state name and address Arny Canage 702-386-1775 Village Center Circle, Suite 190, Las Vegas, NV 89134 9529
Is any legal action pending? Yes

Arny email aganage@ganageflaw.com

CONSIDER THE FOLLOWING CAREFULLY

- ❖ This Division is not empowered to compel anyone to accede to demands of any kind, i.e., we cannot compel cancellation of listing agreements, purchase contracts, etc., or refunds of any kind. In this regard, we suggest that you seek private counsel to protect your interests, as we are not authorized to give legal advice.
- ❖ We will investigate the matter to determine whether the available evidence warrants administrative action against a licensee or subdivider. You will be advised of our conclusions when drawn. If it is determined that administrative action is warranted it may be necessary for you to appear and testify.
- ❖ Do not delay any civil action you might be considering in the matter, as considerable time will be required to complete our investigation and any subsequent action due to workload and time required to develop supporting evidence.
- ❖ If a court judgment has been obtained against a licensee for fraud, misrepresentation or deceit, a Real Estate Education, Research and Recovery Fund is available for petition if the judgment has not been satisfied.

I declare under penalty of perjury under law of the State of Nevada that the foregoing attached statement consisting of 53 pages is true and correct.

Executed on 8/29/17
(Date)

D. Williams
(Signature)

August 23, 2017

To: Nevada Real Estate Division

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

This complaint is being written against Randy Lazer, in regards to his lack of professionalism he demonstrated during this process. In my opinion, he has displayed unethical, unprofessional, racist and sexist behavior during the transaction where he represented Rosane Krupp owner of the property at 1404 Kilimanjaro Lane, Unit 202. Las Vegas, Nevada 89128.

I am the buyer and I didn't have a realtor represent me as the seller and I had a good relationship at the time. I was trying to help her get as much money as possible out of this deal. She was my landlord from Jan. 15, 2017 – July 15, 2017.

When the seller decided to sell the property, she called me to see if I wanted to buy the property. Originally, I said, "no." I called her a few days later and said, "yes." Based on Mr. Lazer's guesstimate of the property value of 85,000.00 I made an original offer of 85,000.00. It was later changed to 86,000.00 as the seller was reluctant to accept the 85K. She wanted 90-94K.

On May 13, 2017 or there about, Mr. Lazer came to the property which I have been renting from the seller since Jan. 15, 2017 to take pictures of the property. During that meeting, he made an unprofessional, racist and sexist comment. He said, "Daphne, I think you are going to be successful. When you become successful and you want to buy a bigger home and if your brother is retired by then, I'd be glad to be your realtor. Since he doesn't know me, I am not sure what all his assumptions were based on.

During that visit, he also shared confidential information with me regarding the seller, which I understand realtors aren't supposed to do. He told me that he and Rosane had met on an online dating site. I was not aware of this information. I thought he was the realtor that originally sold her this property as his name was on the Old Republic home warranty that had been effective since Jan. 2017. He told me that when the seller rented me the place back in Jan, 2017, she contacted him to help her move. He also told me that when the seller broke up with her last boyfriend, she contacted him (Mr. Lazer) to help her move her things back from Tonopah to Las Vegas. He talked about how he had to get up on a ladder to get her storage bins down.

He said, "To help Rosana out because she has been through so much this year, I talked my broker into only charging her 1000.00 in commission to do this deal."

Throughout this entire process, he has been very unprofessional and condescending. Please see the numerous emails from Mr. Lazar to both my lender and me. You will note the unprofessional tone and choice of words he used, such as: "If Daphne doesn't like it...", "That ain't going to happen, let me tell what is going to happen."

pg. 1

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

I question his ethics as he made several attempts to try to communicate with the appraiser. In fact, he demanded the contact information of the appraiser, even though I was going to give the appraiser access to the property and not him. He stated, that on many occasions he has requested and been given access to appraisers so he could give them information that would help them appraise the property. Mr. Lazer sent an email to the lender on June 9, stating that he had been able to send the appraiser an email with comps and additional information on similar properties. He said, "I don't know if I hadn't sent that information to the appraiser I don't know it may or may not have come in at 86K. He also sent emails on June 6-9 noting his practice of speaking with appraisers and sending them documents/comps in advance of the appraisals being conducted. Per my conversation with the Real Estate Division, this is not supposed to happen.

He has lied on several occasions. He stated that I didn't let the seller's "movers" get into the house to access her property. On three separate occasions, at the seller's request, Catarina, Catarina's husband and Isaac were allowed to come to the property and remove the furniture they were given permission to remove. Additionally, as requested by the buyer, her neighbor Chris was allowed and assisted with removing a chase from the property.

He never gave me a receipt for my earnest money or a signed copy of the contract, yet, he has falsely accused me of being negligent in meeting due diligence timeframes noted in said contract. I did not get copies of the contract or the receipt until days after the close of escrow and that was only after I requested them from Stacey Griffith at Titor Title.

On June 27, 2017 at 3:00 PM, Mr. Lazer had the seller call me to demand an apology for sending him a text that said, "Randy if this racist, sexist, and unprofessional behavior of yours continues and Rosane and I are unable to close this deal, you will leave me with no other remedy than to file a complaint with the Nevada Board of Realtors and HUD against you and your broker for your unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process. I will use the emails and text you have sent to file a truthful complaint."

During that 30-minute conversation with the seller, in addition to asking me to apologize to Mr. Lazar, per his request, she said, "Randy keeps telling me if the property doesn't sell and things don't work out for me in Maryland, I can always come back and live with him until I get on my feet." She then said, "He always like me like that, but I don't like him like that. There is always an ulterior motive. I don't know why he is trying to sabotage this deal." If we don't close, you and Randy will be fine, but I will be the one who will not."

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

Based on statements Mr. Lazer has made during this transaction, via text, email and in person to me, my lender, and the seller, I am questioning his ethics and professionalism as a realtor. I wonder if his behavior, words and assumptions would have been different if:

1. I had a realtor representing me
2. I was a white male and not a black female
3. My lender was not black
4. He and the seller were not friends – Relationship status is noted in emails dated 5/23/2017 from Mr. Lazer to Jodie Harvey at Ticor Title and email from Mr. Lazer to Rosane on 5/30/2017.
5. He didn't have a desire to have the seller move in with him – Per conversation with seller on 6/27/2017 at 3:00 pm
6. His conversation with the appraiser resulted in the property being appraised for more than \$66,000.00 – see emails to Bryan Jolly dated June 9, June 7, and May 30, 2017

The second part of this complaint pertains to the fact that less than 24-hours after the close of escrow on July 24, 2017, I received a demand letter from Mr. Lazer requesting I pay him money and give him a written apology or else he will file a lawsuit and advise my employer of the situation. After getting that letter, I hired an attorney to address his demands.

As late as today, 30-days post the close, Mr. Lazer continues to make his demands via pages and pages of emails to my attorney; albeit the terms are adjusted with different dates and conditions. His email always includes threats to take me to court and contact my employer to apprise them of the text I sent him advising him of the need to change his behavior.

Attached are some of the emails and text messages written by Mr. Lazer and the seller that substantiates my complaint. Additionally, I have several text messages I received from the seller regarding her furniture and the arrangements she asked me to make on her behalf in regards to removing her property out of the house.

He has mistakenly taken my consistent politeness to mean I didn't and don't have an issue with his conduct. That couldn't be farther from the truth. I attempted to file this complaint on 6/26/2017, but I received an email from Carla Slater letting me know my email did not contain any information.

Re: Complaint against Randy Lazer aka Charles Lazer of Hecker Real Estate

Property address 1404 Kilimanjaro Lane, Unit 202 Las Vegas, Nevada 89128

Additional documentation regarding this transaction is available if needed. On August, 31, 2017, I expect to get a response from Alterra regarding the complaint I filed with CFPB for the delay in closing my loan in a reasonable amount of time vs over 8 weeks.

It is my hope that Mr. Lazer discontinues his threats and is dealt with by the Nevada Real Estate Division in a manner that causes him to treat everyone professionally. If you have any questions, please don't hesitate to give me a call at 909-714-6155.

Sincerely,


Daphne Williams

CC: Gamage & Gamage, Esq.

pg. 4

EXHIBIT 5

EXHIBIT 5

Adam Trippiedi

Subject: FW: The contract with the seller's signature sent to the Defendant on May 18, 2017, with information of the contract, and instructions of where to initial, and an explanation of fees

Attachments: Scan.jpeg 10.jpeg; Scan.jpeg 9.jpeg; Scan.jpeg 8.jpeg; Scan.jpeg 7.jpeg; Scan.jpeg 6.jpeg; Scan.jpeg 5.jpeg; Scan.jpeg 4.jpeg; Scan copy 2.jpeg 3.jpeg; Scan copy.jpeg 2.jpeg; Scan.jpeg 1.jpeg

-----Original Message-----

From: ran314 <ran314@aol.com>

To: dlwilliams123 <dlwilliams123@gmail.com>

Sent: Thu, May 18, 2017 5:45 pm

Subject: Fwd: Contract for purchase 1404 Kilamanjaro unit 202

Hi Daphne....Rosane this in 10 different scans, 1 per page, so the first step is printing everything out.

The contract is as we discussed. The price is \$86,000, with 20% downpayment, and you are borrowing 80%. The first thing you will notice that wasn't discussed is earnest money, which is given to open escrow. This money is credited towards your downpayment (so you would bring in \$1000 less to close), and refundable if you do not qualify for financing, or provide notice within 25 days of acceptance, or if you do not approve of the association documents within 5 days of receipt, or if you do not approve of the home inspection (typically disapproval has to be of a reasonable basis). So, if the contract is acceptable, you can make a check out to Ticor Title for \$1000, and note the address of the property and that this is earnest money on your check.

Next....on page 2 is the appraisal contingency. If the house appraises at or above the contract price, then everything should be good. If it appraises less, you are under no obligation to proceed. Rosane of course can lower the price to the appraised value, and if you desire, you can proceed.

Rosane will pay for the appraisal which likely will be \$400 or \$450, and per this contract as your lender requires a review, the \$350 would be paid by you, as noted on page 4 of the contract, which I will discuss a couple of paragraphs down.

Also, if you could do me a favor. On page 2, line 47, in the blank, write in refrigerator, washer, dryer, and initial. Obviously all appliances remain with the property.

On page 3, clause 7 provides you with 10 days of a due diligence period for home inspections or any inspections that you would desire. You can bring anybody by to take a look at things. Rosane will extend the home warranty to be for 1 year from the close of escrow, as noted in 8e on page 5, and you will pay for the home inspection. If the seller were to pay, that could be a potential conflict of interest. Mike Zachman at Zachman Quality Home Inspections is whom I have worked with for many, many years, but you can check with your brother or check online, and feel free to use whomever you would desire. Zachman found mold in one house under the kitchen sink that I never would have seen, as he actually pulled up the vinyl that had been placed on top of the wood at the bottom. Recently he found mold coming from an air conditioning unit in a condo, so he has a great recommendation from me. Again, feel free to check things out with other companies, and if you would like, Mike's number is 702-914-5812, and just mention that I referred you, as he tends to have the lowest rates from what I have experienced.

Page 4 has some closing costs broken down. for which escrow fees are split 50-50, Rosane pays the State of Nevada Transfer tax....around \$440, and Rosane pays for the more expensive policy of title insurance, while you pay for the buyer's title insurance. Rosane pays for the appraisal, and you pay for the appraisal review, as previously noted.

Page 5 has Rosane paying to extend the home warranty such that it is in place for 1 year from the close of escrow. I think she already paid \$425, so likely she will pay a bit more than half of that amount so you can have a 1 year warranty. I spoke with her on that yesterday.

Also on page 5, Rosane will pay for the HOA Demand which goes to escrow (that likely is somewhere between \$80 and \$150), and she will also pay for the Buyer's package, which might be around \$200. You will have five days to approve

from the receipt of that package as noted in clause 10. So if anything isn't right, just let me know via text or email prior to five days expiring from the delivery of the buyer's package to you (which typically is by email).

The rest is boiler plate with Nevada and Federal Law, Escrow procedures and definitions. You will note that on page 9, line 28, I gave a disclosure that I only represent Rosane, and that you do not have to pay any fees for broker commission or documentation.

So, if you have any questions, always feel free to call or text. Of course, you can have your brother and whomever else that you would desire to review the contract. If everything is good....then...

FOR SIGNING AND INITIALING THE CONTRACT:

For page 1, initial at the bottom by buyer. page 2, initial at bottom by buyer. Page 3...initial on line 57, which is near the bottom, and at bottom by buyer. Pages 4,5, initial at bottom by buyer. Page 6, Initial on line 45 by buyer, and initial at bottom. Pages 7 and 8, initial at the bottom. Page 9 sign on line 42, date and time, and..initial at bottom. page 10, initial at bottom.

Then just scan it and send it back to me. If you can't scan it, my fax is 702-966-3762. If everything is good, when I receive it back from you, I will give you a call and have escrow opened.

Thanks so much.

Randy

-----Original Message-----

From: Rosane Krupp <rosanekrupp@yahoo.com>

To: ran314 <ran314@aol.com>

Sent: Thu, May 18, 2017 6:45 am

Subject: Daphne contract

EXHIBIT 6

EXHIBIT 6



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 5/16/17

Daphne Williams ("Buyer"), hereby offers to purchase
1404 Kilamogaro #202 ("Property"), within the
city or unincorporated area of Las Vegas, County of Clark, State of Nevada,
Zip 89128, A.P.N. # 138-28-513-274 for the purchase price of \$ 86,000
(Eighty Six Thousand dollars) ("Purchase Price") on the terms and conditions
contained herein. BUYER ☐ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 1,000 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐ . Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or _____ business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 69,800 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:

☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.

\$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 16,200 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 86,000 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within Done business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilamogaro #202 Las Vegas

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X BUYER(S) INITIALS: _____

X SELLER(S) INITIALS: PK

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applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 25 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. CASH PURCHASE: Within _____ business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY: This Agreement ☒ is not -OR- ☐ is contingent upon the sale (and closing) of another property which address is _____.

Said Property ☐ is ☐ is not currently listed -OR- ☐ is presently in escrow with _____.

Escrow Number: _____ Proposed Closing Date: _____.

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: _____

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Tilco or other title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Jodie Harvey ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kalamazoo #202 LV, NV

BUYER(S) INITIALS: PK

SELLER(S) INITIALS: PK

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heckerrealstate@hotmail.com

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the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 6/30/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

7. BUYER'S DUE DILIGENCE: Buyer's obligation is X is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

X Buyer's Initials Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilamajaro

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X BUYER(S) INITIALS:
X SELLER(S) INITIALS: PK

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D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection		Well Inspection (Quantity)	
Home Inspection	Buyer	Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection		Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer pays for appraisal	Other:	

Seller Pays for Appraisal

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COB will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilanany Dr #202 W, NE

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X BUYER(S) INITIALS: RK

X SELLER(S) INITIALS: RK

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exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with ad Repable or over. ☐ Seller -OR- ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 350. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans. Buyer must Home Protection Plan to be extended to 1 year from the close of escrow.

9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Buyer	CIC Transfer Fees	Buyer
Other:					

11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ Seller Real Property Disclosure Form: (NRS 113.130) ☐ Open Range Disclosure: (NRS 113.065)
- ☐ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- ☐ Other: (list) _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilmanjaro #202 LV, NV

X BUYER(S) INITIALS: RL
X SELLER(S) INITIALS: RL

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12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE - OR - 2 weeks before. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller. *Buyer currently occupies the property as a tenant*

15. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

45 ☒ BUYER(S) INITIALS: ☒ SELLER(S) INITIALS: RW

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1704 Kalamazoo #202, Las Vegas, NV

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☒ BUYER(S) INITIALS:

☒ SELLER(S) INITIALS: RW

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heckerrealstate@hotmail.com

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Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall not be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will ~~OR~~ ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Balabanja St #202 NW

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X BUYER(S) INITIALS: PK
SELLER(S) INITIALS: PK

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1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31
32 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this
33 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
34 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
35 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be
36 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to
37 Escrow in the same manner.

38
39 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
40 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
41 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

42
43 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
44 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
45 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
46 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
47 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
48 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
49 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
50 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
51 such prevailing party.

52
53
54 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
55 the terms of this Agreement.

56
57 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is
otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams

Property Address: 1404 Kilanay #206, NV

X BUYER(S) INITIALS:

X SELLER(S) INITIALS:

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heckerrealstate@hotmail.com

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THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: Randy Luzzar and Hecker Real Estate and Development only represent the seller. The buyer has indicated no formal real estate representation, and is not charged with any brokerage fees. The buyer is advised to seek legal counsel to review the contract or for any concerns. The buyer is a tenant entitled to the refund of \$250 Security Deposit and a refund for any prorated rent.

Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>None</u>	Agent's Name: _____
Company Name: _____	Agent's License Number: _____
Broker's License Number: _____	Office Address: _____
Phone: _____	City, State, Zip: _____
Fax: _____	Email: _____

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____

Buyer must respond by: 6:00 ☐ AM ☒ PM on (month) May, (day) 19 (year) 2017. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

X Buyer's Signature Daphne Williams Buyer's Printed Name Date _____ Time _____ ☐ AM ☒ PM

Buyer's Signature _____ Buyer's Printed Name _____ Date _____ Time _____ ☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Daphne Williams
Property Address: 1404 Kalamangaro

X BUYER(S) INITIALS: _____
X SELLER(S) INITIALS: PK

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Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: Victor Hecker Agent's Name: Randy Lazer
Company Name: Hecker Real Estate & Development Agent's License Number: 27722
Broker's License Number: _____ Office Address: 4555 S. Durango #155
Phone: 702-271-1255 City, State, Zip: Las Vegas, NV 89113
Fax: 702-966-3762 Email: ran314@aol.com

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. -OR-

☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

☒ **SELLER DECLARES** that he/she ☒ is not -OR- _____ is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** _____

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

Seller's Signature

Seller's Printed Name

Date

Time

☒ AM ☐ PM

Seller's Signature

Seller's Printed Name

Date

Time

☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name:

Property Address:

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BUYER(S) INITIALS:

SELLER(S) INITIALS:

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EXHIBIT 7

EXHIBIT 7

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ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosane Krupp
as Seller(s), dated 5/16/17
covering the real property at 1404 Kilamangaro #202 Las Vegas, NV
, the ☐ Buyer ☒ Seller hereby proposes that the Purchase Agreement be amended as follows:

- ① Close of escrow to be on or before 7/17/17
- ② Seller not to contribute any money for repairs.
- ③ Buyer/Tenant will provide reasonable access to all parties designated by the seller for removal of furniture, decor, or any other items ~~owned~~ owned by the seller
- ④ Should escrow not close on or before 7/17/17 these will likely issue cancellation instructions calling for the return of the buyer's earnest money to the seller

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

X Rosane Krupp 06/27/17
☐ Buyer ☒ Seller Date

☐ Buyer ☐ Seller Time

Acceptance:

☐ Buyer ☐ Seller Date

EXHIBIT 8

EXHIBIT 8

1 **FAC**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
Nevada Bar No. 12294
4 atrippiedi@bohnlawfirm.com
LAW OFFICES OF
5 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Cir, Suite 480
6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX
7 Attorney for plaintiff Charles “Randy” Lazer

8
9 DISTRICT COURT
CLARK COUNTY, NEVADA

10
11 CHARLES “RANDY” LAZER,
12 Plaintiff,
13 vs.
14 DAPHNE WILLIAMS,
15 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**PLAINTIFF CHARLES “RANDY”
LAZER’S FIRST AMENDED COMPLAINT**

16 Plaintiff Charles “Randy” Lazer, by and through its attorney, the Law Offices of Michael F. Bohn,
17 Esq., Ltd., hereby alleges as follows:

- 18 1. Plaintiff is a licensed Nevada real estate agent and has been so licensed since 1991.
19
20 2. In the spring of 2017, plaintiff was representing Rosane Krupp, the seller of the real property
21 commonly known as 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter “**the property**”),
22 which is a condominium unit.
23 3. On May 20, 2017, defendant Daphne Williams, at the time a tenant renting the property, entered
24 into a contract to purchase the property from the seller.
25 4 Defendant did not employ a real estate agent to represent her in the purchase.
26 5. The original close of escrow date for the sale of the property to defendant was June 30, 2017.
27 6. On June 23, 2017, plaintiff learned defendant’s lender had, just that day, obtained the
28 condominium certification package, also known as a condominium questionnaire, which is a requirement
to obtain financing for a condominium purchase.

1 7. Defendant's lender informed plaintiff that the reason for the delay in obtaining the condominium
2 questionnaire was because defendant neglected to pay for the questionnaire in a timely manner.

3 8. As part of the sale of a condominium, a lender requires certain information, which is obtained by
4 way of a condominium certification package, also known as a condo questionnaire.

5 9. The condo questionnaire is a document filled out by a representative of the condo's homeowner
6 association and provides information such as what percentage of the units in the association are owner-
7 occupied versus renter-occupied; whether the condo association is currently involved in litigation; what
8 percentage of the units are delinquent in their HOA dues; and the financial health of the HOA, such as
9 whether it is meeting its reserve requirements.

10 10. If the figures provided in the condo questionnaire do not meet certain requirements, the lender
11 may refuse to provide financing for a condo purchase.

12 11. Because defendant was financing the purchase of the property, defendant and/or her lender
13 needed to obtain the condo questionnaire in order to obtain approval for a loan.

14 12. Defendant's lender, Bryan Jolly at Alterra Home Loans, received the fully executed contract on
15 May 23, 2017, more than a month prior to the June 30, 2017, close of escrow date.

16 13. However, Mr. Jolly did not receive the condo questionnaire until June 23, 2017.

17 14. Mr. Jolly disclosed to plaintiff that the reason for the delay in obtaining the condo questionnaire
18 was because defendant neglected to pay for the questionnaire in a timely manner.

19 15. Defendant's delay in obtaining the condo questionnaire ultimately delayed the close of the deal
20 for 24 days.

21 16. During the negotiation of defendant's purchase, plaintiff and the seller granted defendant three
22 extensions of the close of escrow in order for defendant's lender to review the condo questionnaire and
23 perform its analysis to determine whether it would finance defendant's purchase.

24 17. Plaintiff first became aware of the delay in obtaining the condo questionnaire as a result of Mr.
25 Jolly's June 23, 2017, email.

26 18. Following this email, plaintiff spoke with defendant to inform her that it would be necessary to
27 extend escrow due to her and/or her lender's failure to obtain the condo questionnaire until June 23, 2017.

1 19. After the June 23, 2017, phone call between plaintiff and defendant, defendant became agitated
2 and defensive, which started the chain of events that eventually led to her accusing plaintiff of racism and
3 sexism in her Nevada Real Estate Division (“NRED”) “Statement of Fact” and, in turn, this lawsuit.

4 20. On June 27, 2017, defendant sent a text message to plaintiff as follows:

5 Randy if this racist, sexi~~est~~ [sic - sexist] and unprofessional behavior of yours continues, and
6 Rosane [the seller] and I aren't able to close this deal, you will leave me with no other remedy
7 than to file a complaint with the Nevada Board of Realtors and HUD against you and your
8 broker for your unethical and unprofessional behavior as noted in the emails and text messages
9 you have sent during this process.

10 21. Defendant’s very serious allegations that plaintiff is racist, sexist, unprofessional, and unethical
11 are based on plaintiff’s alleged statement that he thinks the defendant will be successful in the future and that
12 plaintiff would like to represent defendant in any future real estate transactions.

13 22. Due to defendant’s delay in paying for the condo questionnaire, the close of escrow had to be
14 extended from June 30, 2017, to July 17, 2017; then July 20, 2017; and finally, July 24, 2017.

15 23. Following the close of escrow, defendant submitted a “Statement of Facts” to NRED alleging
16 plaintiff was racist, sexist, unprofessional, and unethical, and which contained a number of false statements
17 of fact.

18 24. First, defendant stated on multiple occasions in her Statement of Facts that plaintiff engaged in
19 unethical, unprofessional, sexist, and racist behavior, largely based on the fact that he complimented her on
20 her purchase of the condo and that as she progressed with her career and became more successful, I would
21 be happy to represent her in future real estate purchases should her brother retire from real estate. No
22 reasonable person could believe, in good faith, that the statement defendant attributes to plaintiff could
23 possibly be racist, sexist, unprofessional, or unethical.

24 25. Second, defendant claimed in her Statement of Facts that plaintiff shared “confidential info” with
25 defendant regarding the seller, which [defendant] understood realtors aren’t supposed to do. In reality,
26 plaintiff did not share any confidential information with defendant. Defendant lied in her Statement of Facts
27 by stating plaintiff told her he met the seller on a dating website, when in reality, the seller told that piece of
28 information to defendant. Regardless, defendant does not state how this is confidential information that
would be relevant to NRED. More importantly, defendant claims plaintiff told defendant the amount of

1 plaintiff's commission, which is confidential, but in reality, the seller authorized plaintiff to release the
2 amount of the commission to defendant in order to move the sale along at the optimal price for seller.
3 Accordingly, this information was not "confidential," and if defendant had simply spoken to plaintiff or the
4 seller about this issue, she would have known plaintiff was authorized to release the commission amount.

5 26. Third, defendant claims plaintiff acted unethically because defendant attempted to communicate
6 with the appraiser. However, there is nothing unethical about a real estate agent communicating with an
7 appraiser. To the contrary, ethics require that when representing a seller, an agent should communicate with
8 the appraiser and provide information regarding comparable sales and upgrades to the appraiser.

9 27. Fourth, defendant states plaintiff "lied on several occasions." To support this claim, defendant
10 states plaintiff lied about defendant not allowing plaintiff to remove all of her personal property from the
11 condo. However, plaintiff's statement is true. As stated in the seller's declaration, defendant did in fact
12 refuse to allow the seller to remove all of her personal property, and to this day, some of the seller's personal
13 property remains at the condo. Defendant also refused to sign an addendum providing the seller access to
14 remove her personal property from the condo.

15 28. Fifth, defendant claims plaintiff never provided her a "signed copy of the contract," which is
16 completely false. On May 18, 2017, plaintiff emailed defendant and attached the Residential Purchase
17 Agreement signed by the seller.

18 29. Sixth, defendant states plaintiff "falsely" accused her of failing to meet the due diligence
19 timeframes in the contract. Defendant blames plaintiff's alleged failure to provide her with the signed
20 contract for her inability to meet her obligation to pay for the condo questionnaire, but as noted above,
21 plaintiff had provided the signed contract to defendant more than a month prior to the close of escrow.
22 Accordingly, defendant's statement that plaintiff "falsely" accused her of failing to meet all requirements to
23 close escrow is false. Defendant also claims that plaintiff never provided her with "a receipt for defendant's
24 earnest money," but a real estate agent does not provide receipts for earnest money unless the earnest money
25 is deposited into a broker's trust account. When earnest money is deposited with the title and/or escrow
26 company, a was the case here, title and/or escrow be the entity to provide such a receipt. Plaintiff did
27 provide escrow company contact information to Bryan Jolly, defendant's lender, so defendant's lender did
28

1 have notice of who the escrow company was and could have obtained an earnest money receipt from escrow.
2 Thus, while defendant's statement that plaintiff did not provide an earnest money receipt is technically true,
3 it is also very misleading.

4 30. Seventh, defendant makes false allegations that the seller told defendant that plaintiff was "trying
5 to sabotage this deal" and that plaintiff had "an ulterior motive." However, as proven by the declaration of
6 the seller also attached to the opposition, the seller never told defendant that plaintiff was trying to sabotage
7 the deal or that plaintiff had an ulterior motive, so this is another false, defamatory statement. In fact,
8 plaintiff expended great effort to keep this deal alive, including securing three extensions of the close of
9 escrow, so clearly plaintiff had no intention of sabotaging the deal.

10
11 31. As a result of defendant's NRED complaint, plaintiff was then forced to defend himself against
12 for approximately eight months, including spending more than 50 hours responding to the complaint and
13 NRED's investigation.

14 32. Ultimately, NRED chose to dismiss the complaint and plaintiff was cleared of any wrongdoing.

15 33. However, the damage had been done due to defendant's defamatory Statement of Facts which
16 in and of itself caused harm to plaintiff, and also caused other damage by forcing plaintiff to spend so much
17 time defending himself.

18 **FIRST CLAIM FOR RELIEF**

19 34. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
20 33 as though fully set forth herein.

21 35. Defendant made false and defamatory statements about plaintiff in her NRED Statement of
22 Facts, as outlined in detail above.

23 36. Defendant published the NRED Statement of Facts to NRED and NRED's employees and
24 investigators, which was an unprivileged publication.

25 37. Defendant either purposely or negligently published the Statement of Facts to NRED with
26 knowledge that many of her statements were false.

27 38. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff
28 has suffered damages in an amount in excess of \$15,000.00.

1 39. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
2 claim, and plaintiff is entitled to recover the same.

3 **SECOND CLAIM FOR RELIEF**

4 40. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
5 39 as though fully set forth herein.

6 41. Defendant's defamatory statements in her NRED Statement of Facts impute plaintiff's lack of
7 fitness for his chosen profession, real estate agents.

8 42. Defendant's defamatory statements do so by claiming plaintiff acted unethically and
9 unprofessionally; by claiming plaintiff was racist and sexist; by claiming plaintiff lied about his actions in
10 selling the subject property; by claiming plaintiff failed to act properly in completing the sale of the subject
11 property; by wrongly claiming plaintiff violated the seller's confidentiality by releasing the seller's
12 confidential information to a third-party; by falsely claiming plaintiff failed to provide defendant with a copy
13 of the purchase agreement signed by the seller; and by attributing to the seller statements impugning
14 plaintiff's behavior during the deal - statements which the seller never made.

15 43. Because defendant committed defamation imputing plaintiff's lack of fitness for his profession,
16 plaintiff's damages are presumed and plaintiff does not need to provide proof of such damages.

17 44. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff
18 has suffered damages in an amount in excess of \$15,000.00.

19 45. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
20 claim, and plaintiff is entitled to recover the same.

21 **THIRD CLAIM FOR RELIEF**

22 46. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
23 45 as though fully set forth herein.

24 47. Defendant's defamatory statements to NRED served to disparage plaintiff's business by falsely
25 impugning his actions during the sale of the subject property.

26 48. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff
27 has suffered damages in an amount in excess of \$15,000.00.

1 49. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
2 claim, and plaintiff is entitled to recover the same.

3 **FOURTH CLAIM FOR RELIEF**

4 50. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
5 45 as though fully set forth herein.

6 51. By submitting her false NRED Statement of Facts, defendant acted with extreme and outrageous
7 conduct with either the intention of, or reckless disregard for, causing emotional distress, because defendant
8 had actual notice, as described herein, that her Statement of Facts contained numerous false, disparaging
9 statements about plaintiff.

10 52. Plaintiff suffered severe emotional distress as a result of defendant submitting her Statement of
11 Facts to NRED, and the ensuing investigation which consumed over 50 hours of plaintiff's time to defend
12 against.

13 53. Because of defendant's false Statement of Facts, plaintiff suffered from loss of sleep, stress over
14 the possible loss of his entire livelihood, and stress over the damage to his reputation with NRED, the
15 governing body of Nevada real estate agents.

16 54. Additionally, plaintiff developed pneumonia, fever, inflammation, and a serious cough due to
17 the stress he suffered after he learned defendant had reported him to NRED.

18 55. Defendant's conduct in submitting the NRED Statement of Fact was the actual or proximate
19 cause of plaintiff's distress discussed herein.

20 56. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff
21 has suffered damages in an amount in excess of \$15,000.00.

22 57. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
23 claim, and plaintiff is entitled to recover the same.

24 **FIFTH CLAIM FOR RELIEF**

25 58. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
26 57 as though fully set forth herein.

27 59. At a minimum, defendant acted negligently when she submitted a false Statement of Fact to
28

1 NRED.

2 60. Defendant's submission of the false Statement of Fact resulted in plaintiff developing pneumonia,
3 fever, inflammation, and a serious cough due to the stress he suffered.

4 61. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff
5 has suffered damages in an amount in excess of \$15,000.00.

6 62. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
7 claim, and plaintiff is entitled to recover the same.

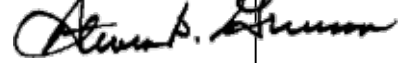
8 WHEREFORE, plaintiff prays for relief as follows:

- 9
- 10 1. For judgment against defendant in an amount in excess of \$15,000.00;
 - 11 2. Punitive damages in an amount to be proven at trial;
 - 12 3. Attorney's fees and costs; and
 - 13 4. Such further relief as the Court finds just and proper.

14 DATED this 22nd day of August, 2019.

15 LAW OFFICES OF
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17
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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CHARLES "RANDY" LAZER,

Plaintiff,

vs.

DAPHNE WILLIAMS,

Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

**REPLY IN SUPPORT OF DEFENDANT
DAPHNE WILLIAMS'S ANTI-SLAPP
SPECIAL MOTION TO DISMISS UNDER
NRS 41.660**

Defendant Daphne Williams hereby files her Reply in support of Anti-SLAPP
Special Motion to Dismiss Under NRS 41.660.

1.0 INTRODUCTION

The plaintiff sued the defendant for exercising her First Amendment right to petition the government. That smashes headlong into prong one of the Anti-SLAPP statute.

Plaintiff is a real estate agent. Ms. Williams filed a complaint with the Nevada Department of Business and Industry, Real Estate Division (the "Division") about Plaintiff's conduct during a real estate transaction. Ms. Williams considered Mr. Lazer's interactions with her and her loan officer to be racist, sexist, unprofessional, and unethical. All of these considerations are subjective. She disclosed the basis for these opinions to the Division, including disclosing numerous written communications between her and Plaintiff. The Division initially chose to take action against the Plaintiff, but ultimately reversed course. Nevertheless, Ms. Williams was entitled to her opinion of his conduct and filing a complaint was absolutely privileged under the law.

Ms. Williams did not make any knowingly false statements to the Division. Plaintiff claims that several statements Ms. Williams made to the Division are false, but he provides no evidence that she knew such statements were false when she made them. Plaintiff also fails to create any genuine dispute of material fact regarding the merits of his claims, as Ms. Williams's complaint was absolutely privileged.

Plaintiff cannot prevail on any of his claims, and so the Court should dismiss these claims with prejudice and award Ms. Williams her attorneys' fees and costs incurred in defending herself from these claims.

2.0 FACTUAL BACKGROUND

For the sake of brevity, Section 2.0 of the Anti-SLAPP Motion is incorporated herein by reference. Additionally, it is important to respond to some factual allegations made in Plaintiff's Opposition.

1. Plaintiff claims he never told Ms. Williams how he met Rosane Krupp, the seller of the property in question. (See Lazer Decl. at ¶ 29.) This is not Ms. Williams's recollection of events. (See Williams Decl. at ¶ 7.) But even if Lazer is correct that he did not provide this information to Ms. Williams, he provides no evidence that Ms. Williams knew this statement to the Division was false when she made it. Even if it was false (which is disputed) the only thing that can get Plaintiff past the first prong of the Anti-SLAPP statute is for him to provide proof that Ms. Williams knew it was false.

2. Plaintiff claims Ms. Williams was lying regarding her statement to the Division that Plaintiff falsely stated she refused to allow Ms. Krupp to remove property from the real estate in question. (See Lazer Decl. at ¶ 36.) His declaration provides no basis for personal knowledge of this allegation and is thus inadmissible to prove Ms. Williams's conduct. As for Plaintiff's claim that he never made any claim as to Ms. Williams's conduct on this point (see Lazer Decl. at ¶ 37),¹ that is not Ms. Williams's recollection of events and Plaintiff provides no evidence Ms. Williams knew her statement was false when she made it.

3. Plaintiff claims he did actually send Ms. Williams a signed copy of the real estate contract in May 2017. (See Lazer Decl. at ¶¶ 39-40.) The copy

¹ Plaintiff also mischaracterizes the nature of Ms. Williams's complaint to the Division. Ms. Williams asserted Plaintiff falsely claimed Ms. Williams did not allow the removal of property from the condo unit. (See Complaint at Exhibit 3.) She did not allege Plaintiff claimed Ms. Williams "refus[ed] to allow the seller to remove all of her personal property." (See Lazer Decl. at ¶ 38.) As there is no rebuttal of Plaintiff's sworn statement that she did allow third parties to remove property at the request of Ms. Krupp, Plaintiff does not even allege this statement is false.

1 attached to Plaintiff's Opposition, however, contains only the seller's signature,
 2 not the signatures of all parties. (See Opposition at Exhibit 6.) Ms. Williams's
 3 allegation is that Plaintiff never gave her a copy of the contract with the
 4 signatures of all parties. (See Declaration of Ms. Williams in support of Reply in
 5 Support of Anti-SLAPP Motion ["Williams Reply Decl."], attached as **Exhibit 1**, at ¶¶
 6 3-7.) Ms. Williams was unable to print the files of the contract with Ms. Krupp's
 7 declaration, and because of this she and Plaintiff met at a Whole Foods, where
 8 she signed a copy of the contract. (See *id.* at ¶¶ 3-4.) This copy that she signed
 9 did not have Ms. Krupp's signature on it and had terms in addition to those
 10 contained in the copy Plaintiff sent her previously. (See *id.* at ¶ 5.) Plaintiff never
 11 sent Ms. Williams a fully executed copy of the contract, and Plaintiff provides no
 12 evidence refuting this. (See Williams Decl. at ¶ 10; Williams Reply Decl. at ¶¶ 6-7;
 13 Anti-SLAPP Motion Exhibit 2 at p. 6.)

14 4. Ms. Krupp claims Ms. Williams refused to allow her to remove personal
 15 property from the property in question. (See Krupp Decl. at ¶ 11.) The "personal
 16 property" Plaintiff refers to consists of a television bracket and shelf mounted to
 17 the walls. (See Williams Reply Decl. at ¶ 8.) It is Ms. Williams's understanding that
 18 these items are fixtures of the property that were sold along with the property itself,
 19 and not personal property that needed to be returned to Ms. Krupp. (See *id.*)

20 5. Ms. Krupp claims she never had a conversation in which she claimed
 21 she was moving in with Plaintiff or that Plaintiff was trying to sabotage the sale of
 22 the real estate in question. (See Krupp Decl. at ¶¶ 12-13.) Ms. Williams contests
 23 this. (See Williams Decl. at ¶ 13.) But even if Ms. Krupp did not make these
 24 statements, she does not deny that she had a phone call with Ms. Williams on
 25
 26
 27

June 27, 2017 regarding the sale of the property, and Plaintiff provides no evidence Ms. Williams knew these claims were false when she made them.

3.0 ARGUMENT

3.1 Ms. Williams Satisfies the First Prong of the Anti-SLAPP Analysis

The Anti-SLAPP statute protects

1. Communication[s] that [are] aimed at procuring any governmental or electoral action, result or outcome;
 2. Communication[s] of information or a complaint to a Legislator, officer or employee of the Federal Government, this state or a political subdivision of this state, regarding a matter reasonably of concern to the respective governmental entity;
 3. Written or oral statement[s] made in direct connection with an issue under consideration by a legislative, executive or judicial body, or any other official proceeding authorized by law; or
 4. Communication[s] made in direct connection with an issue of public interest in a place open to the public or in a public forum,
- Which [are] truthful or [are] made without knowledge of its falsehood.

NRS 41.637. The merits of a plaintiff's claims, and the legality of the defendant's actions, are not the focus of the first prong analysis and, if relevant, should only be considered during the second prong analysis. See *Coretronic v. Cozen O'Connor*, 192 Cal. App. 4th 1381, 1388 (2d Dist. 2011); see also *Taus v. Loftus*, 40 Cal. 4th 683, 706-07, 713, 727-299 (2007). The moving party must make only a *threshold* showing as to the first prong of the analysis, while questions going to the merits of the plaintiff's claims are reserved for the second prong. See *John v. Douglas County Sch. Dist.*, 125 Nev. 746, 750 (2009); see also *City of Costa Mesa v. D'Alessio Investments, LLC*, 214 Cal. App. 4th 358, 371 (4th Dist. 2013) (stating

that "[t]he merits of [the plaintiff's] claims should play n part in the first step of the anti-SLAPP analysis").

3.1.1 Plaintiff's Claims are Based Upon Protected Conduct

Plaintiff's claims are based primarily upon Ms. Williams's August 2017 complaint to the Division.² There is no question that these statements fall under NRS 41.637. The complaint was obviously a statement made in direct connection with an issue under consideration by an executive body, or any other official proceeding. The Division is an executive body, and the Real Estate Commission of the Division, the body responsible for conducting disciplinary hearings, is appointed by the Nevada Governor, which is the chief executive of the state. (See "Real Estate Commission" page of Division web site, attached as **Exhibit 2**.)³ "The Nevada State Legislature . . . created the Department of Business and Industry . . . as a State Department included under the State Executive Branch." *White v. Conlon*, 2006 U.S. Dist. LEXIS 43182, *9 (D. Nev. June 6, 2006). The complaint initiated the Division's investigation of Plaintiff, an official proceeding of an executive body, thus satisfying NRS 41.637(3).

Plaintiff contends NRS 41.637(3) does not apply because the Division is not a "legislative, executive or judicial body." That argument is simply bizarre. The language in this subsection is broad and is meant to encompass essentially any government proceeding; after all, any governmental entity must by definition fit into one of three branches of government. Plaintiff appears to argue that only the individuals or officers identified in the Nevada Constitution may be considered

² Plaintiff's Complaint also premises his claims on a text message Ms. Williams sent to Plaintiff prior to filing her complaint with the Division. His Opposition, however, does not provide any argument as to whether this conduct is protected, thus conceding that it is (at least to the same extent her complaint is protected). See EDCR 2.20(e).

³ Available at: http://red.nv.gov/Content/Real_Estate/Commission/ (last accessed Sept. 04, 2019).

legislative, executive, or judicial bodies, but provides no support for this extremely restrictive and novel interpretation. Available case law is counter to this interpretation as well. See, e.g., *Carver v. Bonds*, 135 Cal. App. 4th 328, 350 (2005) (noting that “[c]omplaints to regulatory agencies such as the [Board of Podiatric Medicine] are likewise considered to be part of an ‘official proceeding’ under the anti-SLAPP statute”).

The Division is an executive body under NRS 41.637(3). But even if it were not, the statute protects communications in direct connection with “any other official proceeding authorized by law,” which term is not limited to those connected with a legislative, executive, or judicial body. Under California’s statute, on which Nevada’s law is based, “other official proceeding authorized by law” is not limited to proceedings before government entities. See *Kibler v. Northern Inyo County Local Hospital Dist.*, 39 Cal. 4th 192, 203 (2006). Even a parent’s letter to a school urging that it fire a baseball coach has been found to be part of an “official proceeding” and thus protected. See *Lee v. Fick*, 135 Cal. App. 4th 89, 96 (2005).

Plaintiff additionally argues that there is no evidence Ms. Williams’s complaint to the Division was part of an official proceeding under the statute. This makes no sense. The Division is responsible for disciplining real estate agents like Plaintiff. Plaintiff alleges *ad nauseam* in his Complaint that Ms. Williams’s complaint initiated an investigation by the Division in Plaintiff, to which Plaintiff had to respond. Plaintiff cannot now claim the Division did not conduct such an investigation in response to Ms. Williams’s complaint, particularly since the Division informed Ms. Williams that it initially found Plaintiff to have been in violation of statutes and regulations and imposed a fine on him following its investigation. (See Anti-SLAPP Motion Exhibit 3.)

But even if NRS 41.637(3) does not apply, Ms. Williams's complaint to the Division was a "[c]ommunication that is aimed at procuring any governmental or electoral action, result or outcome" under NRS 41.637(1). The Division is a governmental entity and part of the executive branch of Nevada's government. Ms. Williams filed her complaint aimed at procuring governmental action, namely disciplining Plaintiff for violations of Nevada statutes and/or ethics codes. Indeed, the Division conducted an investigation and initially determined that Plaintiff violated statutes and codes. (See Anti-SLAPP Motion Exhibit 3.) Ms. Williams thus successfully procured government action as a direct result of filing her complaint, even if that action was later rescinded. NRS 41.637(1) is thus satisfied.

Plaintiff sued Ms. Williams for exercising her First Amendment right to petition the government. The Anti-SLAPP Motion functionally alleged this with reference to the language of NRS 41.637. It is apparent from the arguments in the Motion that Ms. Williams was arguing that Plaintiff's suit was filed on account of her seeking discipline of Plaintiff, the procurement of an outcome from the government.⁴

3.1.2 Ms. Williams Made Her Statements in Good Faith

To be protected under the Anti-SLAPP statute, statements must be "truthful or ... made without knowledge of [their] falsehood." NRS 41.637. Therefore, when we are looking at the first prong, falsity is statutorily irrelevant. It is properly described as a standard even higher than that of the Actual Malice standard under *New York Times v. Sullivan*. That standard requires knowing falsity or reckless

⁴ Defendant recognizes that this may not have been clear in the absence of a direct citation to 41.637(1), and thus would not object to the filing of a surreply limited to that issue. No matter, as it also meets subsection 3, which was less clear from the face of the complaint and, thus, was more thoroughly discussed in the Motion.

disregard for the truth. Under the first prong of the Anti-SLAPP law, even a recklessly false statement is insufficient to defeat a prong one showing. the plaintiff must prove *knowing falsity*.⁵ Even if a statement is false, the defendant must have made it with *actual knowledge* that it was false; neither negligence nor even reckless disregard for the truth can defeat a defendant's showing under prong one.

Plaintiff's claims are premised primarily on the argument that Ms. Williams's statements that Plaintiff engaged in racist, sexist, unprofessional, and unethical behavior are actionable. But these are statements of opinion, not fact. To be false, a statement must include an assertion of fact that can be proven true or false. As explained in Section 4.2.2 of the Anti-SLAPP Motion, the statements Plaintiff claims are defamatory are not factual statements. It is thus logically impossible for her to have made them with knowledge of their falsity. Plaintiff does not address the non-factual nature of these statements at all in his Opposition – and this is of no surprise, as how can he? Under the First Amendment there is no such thing as a false idea. See *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 339 (1974); see also *Nevada Indep. Broadcasting Corp. v. Allen*, 664 P.2d 337, 341 (Nev. 1983) (holding that “statements of opinion as opposed to statements of fact are not actionable”).

This leaves multiple factual statements in Ms. Williams's complaint. Plaintiff's complaint does not dispute the majority of these.⁶ He admits the content of the statement he made to Ms. Williams on May 13, 2017 which she considered (in her

⁵ Certainly, once past prong one – “recklessness” can come into play in the Prong Two analysis – if falsity matters at that point.

⁶ Plaintiff's Opposition claims that some statements in Ms. Williams's complaint that are not addressed in his Complaint are false. Plaintiff, however, does not premise any of his claims on statements not included in the Complaint, and so the truth or falsity of such statements is irrelevant to the first prong analysis.

opinion) to be sexist. (See Williams Decl. at ¶ 5; Complaint Exhibit 3 at pg. 1; Complaint at 11.)⁷ He disputes that he told Ms. Williams how he met Ms. Krupp, but provides no evidence that Ms. Williams made this statement with knowledge of falsity. He does not dispute that he told Ms. Williams the commission he was earning on the sale of Ms. Krupp's property.⁸

Plaintiff admits that he provides real estate appraisers prior to them conducting their appraisal of property for transactions where he acts as a real estate agent, making this statement true. (See Lazer Decl. at ¶¶ 33-34).⁹ He disputes statements in Ms. Williams's complaint regarding the removal of Ms. Krupp's personal property at the condo unit but, as explained in Section 2.0, this argument is based on a mischaracterization of Ms. Williams's complaint and he provides no evidence that Ms. Williams knew her statements were false.

Plaintiff does not dispute that he did not provide Ms. Williams a fully executed copy of the sale contract or a receipt for earnest money paid¹⁰

⁷ Plaintiff claims that no one could consider these statements to be sexist, but Ms. Williams's declaration provides her basis for considering this statement sexist. (See Williams Decl. at ¶¶ 5-6.) **Plaintiff only disagrees with Ms. Williams's opinion, not the facts on which she bases her opinion, and thus does not rebut that she made this statement in good faith.** Plaintiff's assertions as to Ms. Williams's subjective state of mind are not based on personal knowledge and are thus inadmissible.

⁸ Plaintiff instead claims that there was nothing unethical about disclosing this information because he had authorization to do so. (See Lazer Decl. at ¶ 31.) Ms. Williams did not know this, however, and Plaintiff provides no evidence that she did. (See Williams Decl. at ¶ 7.) Whether she would have learned this with follow-up questions is irrelevant, as good faith under the Anti-SLAPP statute does not require a reasonable investigation.

⁹ Plaintiff claims, without support, that there is nothing unethical about this practice. He does not dispute, however, that Ms. Williams believed this practice to be unethical or that a Division employee told her it was. There is thus no question Ms. Williams made this statement in good faith.

¹⁰ Plaintiff admits he did not provide a receipt for earnest money paid, ending the inquiry as to this statement. (See Lazer Decl. at ¶¶ 43-46). Whether

pursuant to the contract. (See Williams Decl. at ¶ 10; Complaint Exhibit 3 at pg. 2; Anti-SLAPP Motion Exhibit 3 at p. 6.) Rather, Plaintiff sent her a copy of the contract with Ms. Krupp's signature which Ms. Williams was unable to download. (See Williams Reply Decl. at ¶ 3.) Plaintiff and Ms. Williams then met in person, where she signed a copy of the contract that did not have Ms. Krupp's signature, and Plaintiff did not provide her a copy of the contract with all signatures. (See *id.* at ¶¶ 4-7.) This statement is thus true.

Plaintiff does not contest the contents or authenticity of any of the written correspondence Ms. Williams attached to her complaint to the Division. (See Williams Decl. at ¶ 16; Anti-SLAPP Motion at Exhibit 3.) And while he disputes the contents of the conversation Ms. Williams and Ms. Krupp had on June 27, 2017, this is irrelevant because he does not base any claims on this statement in Ms. Williams's complaint.

Ms. Williams's factual statements in her complaint to the Division are thus either true or were made without knowledge of falsity. Plaintiff provides a few blanket denials regarding these statements, but he provides no evidence that Ms. Williams knew these statements were false. This is insufficient to rebut Ms. Williams's threshold showing of good faith under prong one. Otherwise, a plaintiff would be able to defeat an Anti-SLAPP motion at the outset merely by saying "nuh uh" and speculating that the movant was lying. Allowing such insubstantial evidence to defeat an Anti-SLAPP motion would run counter to the purpose of the statute, and Plaintiff provides no authority establishing that his speculation as to Ms. Williams's state of mind rebuts her prong one showing. His argument as to how Ms. Williams should have known her statements were false or misleading just shows that Plaintiff

the statement is "misleading" is irrelevant, and in any event Plaintiff no basis for any claim that Ms. Williams knew this statement was allegedly misleading.

1 is really trying to argue the merits of his claims, which is inappropriate at this stage
2 of the analysis. See *D'Alessio Investments*, 214 Cal. App. 4th at 371.

3 Even if Plaintiff could rebut Ms. Williams's showing of good faith as to some
4 of her statements at issue, he has not done so as to all of them. In particular,
5 Plaintiff's claims rest primarily on expressions of Ms. Williams's opinion, which
6 cannot be false for Anti-SLAPP purposes. This makes Plaintiff's claims "mixed"
7 causes of action. These "mixed cause[s] of action [are] subject to the Anti-SLAPP
8 statute if **at least one of the underlying acts is protected conduct**, unless the
9 allegations of protected conduct are merely incidental to the unprotected
10 activity." *Lauter v. Anoufrieva*, 642 F. Supp. 2d 1060, 1109 (C.D. Cal. 2008)
11 (emphasis added); see also *Salma v. Capon*, 161 Cal. App. 4th 1275, 1287 (2008)
12 (holding that a cause of action based on both protected and unprotected
13 activity under California's Anti-SLAPP statute is subject to an Anti-SLAPP motion);
14 *Peregrine Funding, Inc. v. Sheppard Mullin*, 133 Cal. App. 4th 658, 675 (2005)
15 (finding that because plaintiffs' claims "are based in significant part on
16 [defendant's] protected petitioning activity," the first anti-SLAPP prong was
17 satisfied"). Ms. Williams's statements of opinion to the Division are unquestionably
18 protected under the Anti-SLAPP statute, and all factual statements in her
19 complaint are inextricably intertwined with these protected statements.
20 Accordingly, all of Plaintiff's statements in her complaint to the Division are
21 protected.

22 Ms. Williams satisfies her burden under the first prong of the Anti-SLAPP law,
23 and now the burden shifts to Plaintiff to show a probability of prevailing on his
24 claims. He cannot do so.

25 **3.1.3 NRS 41.650 Does Not Impose Additional Requirements**

26 Plaintiff makes the puzzling argument that NRS 41.650 imposes an additional
27 burden on a defendant to satisfy the five-element analysis laid out in *Shapiro*. This

1 is wrong. NRS 41.650 merely states that “[a] person who engages in a good faith
2 communication in furtherance of the right to petition or the right to free speech
3 in direct connection with an issue of public concern is immune from any civil
4 action for claims based upon the communication.” It explicitly creates a
5 substantive immunity to particular kinds of claims, thus allowing the protections of
6 the statute to apply in federal court. It does not impose any additional burdens
7 on the moving party, and no court has interpreted it as doing such. There is no
8 ambiguity in its language, either, as the term “good faith communication in
9 furtherance of the right to petition or the right to free speech in direct connection
10 with an issue of public concern” is defined in NRS 41.637.

11 The citation to *Shapiro* is simply out of left field. That case discussed what
12 an “issue of public interest” is under NRS 41.637(4). See *Shapiro*, 389 P.3d at 268.
13 It does not even cite NRS 41.650. Ms. Williams does not rely on NRS 41.637(4) as
14 the basis for the instant Motion, instead relying on subsections (1) and (3), which
15 are focused on petitioning activity. California case law, from which the test in
16 *Shapiro* is derived, makes it clear that *all* petitioning activity (like Ms. Williams’s)
17 protected under the Anti-SLAPP statute, whether or not it involves a public issue.
18 See *Briggs v. Eden Council for Hope & Opportunity*, 19 Cal. 4th 1106, 1116 (1999).
19 The analysis in *Shapiro* thus has no relevance here except to bolster Ms. Williams’s
20 claim that this conduct fits Prong One.

21 **3.2 Plaintiff Cannot Show a Probability of Prevailing on His Claims**

22 NRS 41.660 defines a plaintiff’s burden of proof as “the same burden of
23 proof that a plaintiff has been required to meet pursuant to California’s anti-
24 Strategic Lawsuit Against Public Participation law as of the effective date of this
25 act.” NRS 41.665(2). Plaintiff cannot simply make vague accusations or provide
26 a mere scintilla of evidence to defeat Ms. Williams’s Motion. Rather, to satisfy his
27 evidentiary burden under the second prong of the Anti-SLAPP statute, Plaintiff

1 must present "substantial evidence that would support a judgment of relief made
2 in the plaintiff's favor." *S. Sutter, LLC v. LJ Sutter Partners, L.P.*, 193 Cal. App. 4th
3 634, 670 (2011); see also *Mendoza v. Wichmann*, 194 Cal. App. 4th 1430, 1449
4 (2011) (holding that "substantial evidence" of lack of probable cause was
5 required to withstand Anti-SLAPP motion on malicious prosecution claim). Plaintiff
6 cannot make this showing as to any of his claims.¹¹

7 **3.2.1 Ms. Williams's Statements are Absolutely Privileged**

8 Statements made in quasi-judicial proceedings, such as those before
9 administrative bodies, are absolutely privileged. See *Sahara Gaming Corp. v.*
10 *Culinary Workers Union Local 226*, 115 Nev. 212, 217 (1999);¹² see also *Lewis v.*
11 *Benson*, 101 Nev. 300, 301 (1985) (applying absolute privilege to citizen complaint
12 to internal affairs bureau against police officer). This privilege completely bars
13 any liability for statements made in the course of these proceedings, even if they
14 are made maliciously and with knowledge of their falsity. See *Sahara Gaming*,
15 115 Nev. at 219. It is not "limited to the courtroom, but encompasses actions by
16 administrative bodies and quasi-judicial proceedings. The privilege extends
17 beyond statements made in the proceedings, and includes statements made to
18 initiate official action." *Wise v. Thrifty Payless, Inc.*, 83 Cal. app. 4th 1296, 1303
19 (2000) (holding absolute privilege applied to husband's report to the Department
20 of Motor Vehicles regarding wife's drug use and its possible impact on her ability
21 to drive). "[The] absolute privilege exists to protect citizens from the threat of
22

23 ¹¹ Plaintiff tries to redefine this standard with a citation to Black's Law
24 Dictionary. This is unavailing, as the statute defines this standard with reference
to California law, which is controlling.

25 ¹² Plaintiff argues this case is inapposite because it did not deal with facts
26 identical to those here. But there is no real doubt that a complaint filed with an
27 executive agency, which then conducts a months-long investigation and finds
statutory violations, is a quasi-judicial proceeding before an administrative body,
which is absolutely privileged.

litigation for communications to government agencies whose function it is to investigate and remedy wrongdoing." *Id.*

Though the Nevada Supreme Court apparently has not yet dealt with a case applying the absolute privilege to claims against a realtor, California has recognized that its similar absolute privilege applies to such circumstances. See *King v. Borges*, 28 Cal. App. 3d 27, 34 (1972) (finding that state department's interest in citizens reporting professional misconduct would be undermined if reporting citizens had to fear defamation suits, and extending absolute privilege to complaint against realtor filed with state division of real estate); see also *Vultaggio v. Yasko*, 215 Wis. 2d 326, 334 (Wis. 1998) (noting Wisconsin extending absolute privilege to "statements made to a real estate broker's board").

Plaintiff provides no contrary authority, instead trying only to distinguish a few of the cases showing that an absolute privilege applies here. He also cites *Jacobs v. Adelson*, 325 P.3d 1282, 1285 (Nev. 2014) for the argument that the privilege does not apply because Ms. Williams did not contemplate the quasi-judicial proceeding in good faith.

"Good faith" here is a low bar because the privilege applies "even when the motives behind [the statements] are malicious and they are made with knowledge of the communications' falsity." *Id.* This condition of the absolute privilege, then, is satisfied if the speaker makes a statement while seriously considering litigation or a quasi-judicial proceeding, regardless of their actual motives.¹³ The facts of Plaintiff's Complaint show this to be the case. Ms. Williams told Plaintiff in June 2017 she planned to file a complaint against him, then did so

¹³ This requirement of the privilege is meant to prevent parties from abusing the privilege by, for example, making defamatory statements in a demand letter with no intention of initiating litigation, then distributing these statements to media outlets and claiming an absolute privilege. The facts here are the exact opposite of this scenario.

two months later. To bolster the strength of her complaint, at least initially, the Division found cause to discipline the Plaintiff – albeit they later reversed course. (See Anti-SLAPP Motion Exhibit 3.) The privilege thus applies even if every statement in the complaint was false and Ms. Williams knew every statement to be false.

Plaintiff's claims to the contrary are unavailing, as the truth or falsity of Ms. Williams's statements is immaterial. Whether Ms. Williams was "frustrated" with Plaintiff's conduct she found to be unprofessional and unethical is likewise immaterial; Plaintiff cannot seriously contend that the litigation privilege applies only to emotionless automatons. Plaintiff's claim of bad faith "retaliation" is also (1) irrelevant, as the privilege applies regardless of a party's motives; and (2) unsupported by anything other than attorney argument. Plaintiff finally argues there are questions as to whether the Division was seriously considering taking action in response to Ms. Williams's. First, that is not the standard; the inquiry is focused on whether *Ms. Williams*, not the Division, seriously considered initiating a quasi-judicial proceeding. Second, this argument is contradicted by Plaintiff's Complaint and Declaration, which discuss the months-long Division investigation initiated by Ms. Williams's complaint that allegedly required a significant expenditure of time and effort to respond to. Ms. Williams's statements are thus absolutely privileged.

3.2.2 Plaintiff's Claims Fail on the Merits

Plaintiff provides no real argument that any of his claims have merit. In fact, he does not even address his fraud and extortion claims in his Opposition, thereby conceding they are meritless. As for his defamation claim, Plaintiff merely states that he has alleged the necessary elements of a defamation claim. This an Anti-SLAPP Motion, not a motion to dismiss under NRCP 12(b)(5), and so mere allegations are insufficient. In particular, Plaintiff provides no rebuttal to the

substantial argument in Section 4.2 of the Anti-SLAPP Motion that the statements at issue cannot be defamatory. Plaintiff thus effectively concedes that his defamation claim is meritless as well.

4.0 CONCLUSION

For the foregoing reasons, the Court should dismiss all of Plaintiff's claims with prejudice and award both Ms. Williams's costs and reasonable attorneys' fees, as well as award her \$10,000, to be sought by separate motion.

DATED September 4, 2019. Respectfully submitted,

/s/ Marc J. Randazza

Marc J. Randazza (NV Bar No. 12265)
 Alex J. Shepard (NV Bar No. 13582)
 RANDAZZA LEGAL GROUP, PLLC
 2764 Lake Sahara Drive, Suite 109
 Las Vegas, NV 89117

Attorneys for Defendant
Daphne Williams

Case No. A-19-797156-C

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of September 2019, I served a true and correct copy of the foregoing document via the Eighth Judicial District Court's Odyssey electronic filing system and via U.S. Mail and email upon Plaintiff at:

Adam R. Trippiedi, Esq.
LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Cir, Suite 480
Henderson, Nevada 89074

/s/ Crystal Sabala
Employee,
Randazza Legal Group

EXHIBIT 1

Declaration of Ms. Williams in support of Reply in Support of
Anti-SLAPP Motion

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

CHARLES "RANDY" LAZER,

Plaintiff,

vs.

DAPHNE WILLIAMS,

Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

**DECLARATION OF DAPHNE
WILLIAMS IN SUPPORT OF REPLY IN
SUPPORT OF ANTI-SLAPP SPECIAL
MOTION TO DISMISS UNDER NRS
41.660**

I, Daphne Williams, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness, could and would testify competently thereto.

2. I am the defendant in this matter. I provide this declaration in support of my Reply in Support of my Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 (the "Anti-SLAPP Reply").

3. In my August 23, 2017 complaint to the State of Nevada Department of Business and Industry, Real Estate Division (the "Division"), I asserted that Plaintiff did not send me a

1 signed copy of the real estate contract for the sale of property at 1404 Kilimanjaro Lane, Unit 202,
2 Las Vegas, Nevada 89128. This statement is true. While Plaintiff did email me a series of .jpg
3 files containing images of separate pages of the contract with the signature of the seller, Rosane
4 Krupp, I was unable to print these pages and sign them.

5 4. I informed Plaintiff of these technical difficulties and we agreed to meet at a Whole
6 Foods store, where he would bring a copy of the contract so that I could sign it. We met at the
7 store and I signed a copy of the contract. The copy I signed, however, did not have Ms. Krupp's
8 signature on it.

9 5. The copy of the contract I signed included additional terms not present in the copy
10 Plaintiff sent me via email in May 2017. For example, the copy I signed included handwritten
11 descriptions of personal property sold along with the condo unit and the date by which I was
12 required to accept the offer of sale. A review of, for example, Section 4 and the "Buyer's
13 Acknowledgement of Offer" of Exhibits 1 and 6 to Plaintiff's Opposition to the Anti-SLAPP
14 Motion show that the fully executed contract and what Plaintiff sent me in May 2017 are not the
15 same.

16 6. Due to the fact that we were in a Whole Foods store and Ms. Krupp needed to
17 approve of these new terms to the contract, Plaintiff did not make a copy of this version of the
18 contract with my signature. He told me during this meeting that he would make a copy of this
19 contract later and send it to me, but he never did.

20 7. I only received a signed copy of the contract after the close of escrow and after
21 requesting these documents from Ticor Title Insurance, which sent me a copy on July 31, 2017.

22 8. The "personal property" allegedly belonging to Ms. Krupp referred to in Plaintiff's
23 Opposition the Anti-SLAPP Motion and Ms. Krupp's declaration in support consists of a television
24 bracket and shelf mounted to the walls of the condo unit I purchased from Ms. Krupp. My
25 understanding as of August 23, 2017, and as of today, is that these items are fixtures of property
26 that were sold along with the condo unit itself, and not personal property that needed to be returned
27 to Ms. Krupp.

EXHIBIT 2

Real Estate Commission Webpage

Skip



Department of Business and Industry

Nevada Real Estate Division

NV.gov

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REAL ESTATE COMMISSION

The Real Estate Commission is a five-member body, appointed by the governor, that acts in an advisory capacity to the Division, adopts regulations, and conducts disciplinary hearings.

Qualifications and Limitations

- Must be a US citizen.
- Must be a resident of Nevada for at least five (5) years.
- Must have been actively engaged in business as a Nevada real estate broker for at least three (3) years preceding appointment or a Nevada real estate broker/salesman for at least five (5) years preceding appointment.
- Three (3) members must reside in or have a principal place of business located in Clark County; one (1) member must reside in or have a principal place of business in Washoe County; and one (1) member must reside in or have a principal place of business located in Carson City or Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey or White Pine County.
- Commissioners are appointed for a three (3) year term but may not serve more than two consecutive terms.

Ex Parte Communication

An ex parte communication is a communication made to a commission member concerning a pending licensing, disciplinary, rule making proceeding or education course approval. The communication is made outside of the formal proceeding and is not made to the entire commission. Literally, ex parte means one side; by or for one side. The formal definition is: an oral or written communication not on the public record with no prior notice to all parties. Ex parte communications may violate due process and may force a Commissioner to recuse him/herself from participation.

Service of Process

Pursuant to NRS 645.050(4) service of process and other communications upon the Commission may be made at the principal office of the Real Estate Division. The following is the proper routing for service of process and other communication upon the Commission:

Administration Section Manager
State of Nevada, Department of Business & Industry
Real Estate Division
3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102
Phone (702) 486-4036
Fax (702) 486-4067

Commission Members

LEE K. BARRETT, President

Clark County

WAYNE CAPURRO, Vice President

Washoe County

DEVIN REISS, Secretary

Clark County

LEE R. GURR, Commissioner

Elko County

NEIL SCHWARTZ, Commissioner

Clark County

REAPPOINTED: 11/01/2018**TERM EXPIRES: 10/31/2021****APPOINTED: 11/07/2016****TERM EXPIRES: 10/31/2019****REAPPOINTED: 11/01/2017****TERM EXPIRES: 10/31/2020****APPOINTED: 11/01/2018****TERM EXPIRES: 10/31/2021****REAPPOINTED: 11/01/2016****TERM EXPIRES: 10/31/2019**

Meeting Schedule

Meeting agendas are stacked and the meeting will close upon completion of the agenda.

Licensees can earn continuing education credit by attending Nevada Real Estate Commission meetings. Licensees must be present for at least three (3) hours of an active commission meeting. Up to six (6) hours of Agency, Ethics, Broker Management, or Law and Legislation credits may be earned through meeting attendance during any licensing period.

NOTICE: Meeting agendas are stacked and the meeting will close upon completion of the agenda. For those attending commission meetings for CE credit, please review the agenda! Portions of the meeting may be conducted in closed session. Those portions will not be eligible for continuing education credit.

Commission Meeting schedules are subject to change without notice. We recommend that you call (702) 486-4074 or (702) 486-4036, or check back frequently.

Click [here](#) to view the meeting calendar.

Other Commissions

[CIC Commission](#)

[Appraisal Commission](#)

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

CHARLES “RANDY” LAZER,

Plaintiff,

vs.

DAPHNE WILLIAMS,

Defendants.

Case No. A-19-797156-C

**DECLARATION OF
CRYSTAL C.S. SABALA**

I Crystal C.S. Sabala, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty.

2. I am employed as a Legal Assistant for Randazza Legal Group, PLLC.

3. I am a legal assistant for Randazza Legal Group, PLLC (“RLG”).

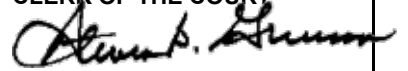
4. On September 4, 2019, while at the Las Vegas office of RLG, I accessed the “real estate commission” page of the web site for the Nevada Department of Business and Industry Real Estate Division, located at the URL <http://red.nv.gov/Content/Real_Estate/Commission/> on a MacBook Air work computer using the macOS Sierra operating system and the Google Chrome Internet browser. Immediately after visiting this URL, I saved a true and correct copy of the web page to PDF format, a copy of which is attached to the Reply in Support of Defendant Daphne Williams’s Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 as **Exhibit 2**.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on: September 4, 2019.

/s/ Crystal C.S. Sabala

Crystal C.S. Sabala



1 **NEO**
MICHAEL F. BOHN, ESQ.
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mbohn@bohnlawfirm.com
3 ADAM R. TRIPPIEDI, ESQ.
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5 MICHAEL F. BOHN, ESQ., LTD.
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6 Henderson, Nevada 89074
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for plaintiff Charles "Randy" Lazer

9
10 DISTRICT COURT
11 CLARK COUNTY NEVADA

12 CHARLES "RANDY" LAZER,
13 Plaintiff,

14 vs.

15 DAPHNE WILLIAMS,
16 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

17
18
19 **NOTICE OF ENTRY OF ORDER**

20 TO: Parties above-named; and

21 TO: Their Attorney of Record

22 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER DENYING**
23 **DEFENDANT DAPHNE WILLIAMS'S ANTI-SLAPP SPECIAL MOTION TO DISMISS UNDER**
24 **NRS 41.660; and GRANTING PLAINTIFF CHARLES "RANDY" LAZER'S**
25 **COUNTER-MOTION FOR LEAVE TO AMEND COMPLAINT** has been entered on the 3rd day

26 ///

27 ///

28 ///

1 of October, 2019, in the above captioned matter, a copy of which is attached hereto.

2 Dated this 3rd day of October, 2019.

3 LAW OFFICES OF
4 MICHAEL F. BOHN, ESQ., LTD.

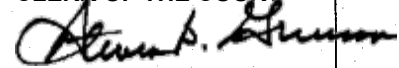
5 By: /s/ /Adam R. Trippiedi, Esq. ./
6 MICHAEL F. BOHN, ESQ.
7 ADAM R. TRIPPIEDI, ESQ.
8 2260 Corporate Circle, Suite 480
9 Henderson, NV 89074
10 Attorney for plaintiff

11 **CERTIFICATE OF SERVICE**

12 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
13 Offices of Michael F. Bohn., Esq., and on the 3rd day of October, 2019, an electronic copy of the
14 **NOTICE OF ENTRY OF ORDER** was served on opposing counsel via the Court's electronic service
15 system to the following counsel of record:

16
17
18 Marc J. Randazza, Esq.
19 Alex J. Shepard, Esq.
20 RANDAZZA LEGAL GROUP, PLLC
21 2764 Lake Sahara Dr, Suite 109
22 Las Vegas, Nevada 89117
23 Attorney for defendant

24 By: /s/ /Marc Sameroff /
25 An Employee of the LAW OFFICES OF
26 MICHAEL F. BOHN, ESQ.
27
28



1 **ORDR**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 ADAM R. TRIPPIEDI, ESQ.

6 Nevada Bar No. 12294

7 atrippiedi@bohnlawfirm.com

8 LAW OFFICES OF

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12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for plaintiff Charles "Randy" Lazer

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 CHARLES "RANDY" LAZER,

17 Plaintiff,

18 vs.

19 DAPHNE WILLIAMS,

20 Defendant.

CASE NO.: A-19-797156-C

DEPT NO.: XV

**ORDER DENYING DEFENDANT DAPHNE
WILLIAMS'S ANTI-SLAPP SPECIAL
MOTION TO DISMISS UNDER NRS
41.660; and GRANTING PLAINTIFF
CHARLES "RANDY" LAZER'S
COUNTER-MOTION FOR LEAVE TO
AMEND COMPLAINT**

DATE OF HEARING: September 11, 2019
TIME OF HEARING: 9:00 a.m.

21 Defendant Daphne Williams's anti-SLAPP special motion to dismiss under NRS 41.660, and
22 plaintiff Charles "Randy" Lazer's counter-motion for leave to amend complaint, both coming on for hearing
23 on September 11, 2019, at 9:00 a.m., Adam R. Trippiedi, Esq. appearing on behalf of Charles "Randy"
24 Lazer, and Marc J. Randazza, Esq. appearing on behalf of defendant Daphne Williams, and the Court having
25 reviewed the pleadings and having heard the arguments of the parties' respective counsel, and for good cause
26 appearing, finds as follows:

27 IT IS HEREBY ORDERED that defendant's anti-SLAPP special motion to dismiss is denied without
28 prejudice.

IT IS FURTHER ORDERED that the court cannot find at this juncture, as a matter of law, that
defendant has proven by a preponderance of the evidence that she submitted her Nevada Real Estate Division

1 ("NRED") Statement of Fact in good faith as required under NRS 41.660(3)(a). Specifically, the court
2 cannot find at this point that defendant made her Statement of Fact in good faith; that it was truthful; and that
3 defendant made the Statement of Fact without knowledge of its falsity.

4 IT IS FURTHER ORDERED that the court finds as a matter of law that defendant's NRED
5 Statement of Fact was a communication made in furtherance of the right to petition under NRS 41.660(3)(a),
6 and as required under NRS 41.637(2) and likely NRS 41.637(3).

7 IT IS FURTHER ORDERED that plaintiff's counter-motion for leave to amend complaint is granted.
8 The court is to freely give leave to amend, and plaintiff has shown good cause to allow leave to amend.
9

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1 IT IS FURTHER ORDERED that after the filing of the instant order, plaintiff is to file the proposed
2 amended complaint attached as Exhibit 8 to plaintiff's opposition and counter-motion for leave to amend,
3 and defendant is to respond to plaintiff's first amended complaint within fourteen days of its filing.

4 DATED this 28 day of ~~September~~ ^{October}, 2019.

5 
6 DISTRICT COURT JUDGE
7 Case No. A797156 

8 Respectfully submitted by:

9 LAW OFFICES OF
10 MICHAEL F. BOHN, ESQ., LTD.

11
12 By: 

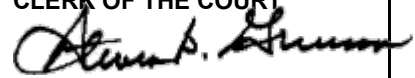
13 Michael F. Bohn, Esq.
14 Adam R. Trippiedi, Esq.
15 2260 Corporate Cir, Suite 480
Henderson, Nevada 89074
Attorney for plaintiff

16
17 Reviewed by:

18 RANDAZZA LEGAL GROUP, PLLC

19
20 By: 

21 Marc J. Randazza, Esq.
22 Alex J. Shepard, Esq.
23 2764 Lake Sahara Dr, Suite 109
Las Vegas, Nevada 89117
Attorney for defendant



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13 Attorney for plaintiff Charles “Randy” Lazer

8 DISTRICT COURT
9
10 CLARK COUNTY, NEVADA

11 CHARLES “RANDY” LAZER,
12 Plaintiff,
13 vs.
14 DAPHNE WILLIAMS,
15 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**PLAINTIFF CHARLES “RANDY”
LAZER’S FIRST AMENDED COMPLAINT**

16 Plaintiff Charles “Randy” Lazer, by and through its attorney, the Law Offices of Michael F. Bohn,
17 Esq., Ltd., hereby alleges as follows:

- 18 1. Plaintiff is a licensed Nevada real estate agent and has been so licensed since 1991.
- 19 2. In the spring of 2017, plaintiff was representing Rosane Krupp, the seller of the real property
20 commonly known as 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter “**the property**”),
21 which is a condominium unit.
- 22 3. On May 20, 2017, defendant Daphne Williams, at the time a tenant renting the property,
23 entered into a contract to purchase the property from the seller.
- 24 4 Defendant did not employ a real estate agent to represent her in the purchase.
- 25 5. The original close of escrow date for the sale of the property to defendant was June 30, 2017.
- 26 6. On June 23, 2017, plaintiff learned defendant’s lender had, just that day, obtained the
27 condominium certification package, also known as a condominium questionnaire, which is a requirement
28

1 to obtain financing for a condominium purchase.

2 7. Defendant's lender informed plaintiff that the reason for the delay in obtaining the
3 condominium questionnaire was because defendant neglected to pay for the questionnaire in a timely
4 manner.

5 8. As part of the sale of a condominium, a lender requires certain information, which is obtained
6 by way of a condominium certification package, also known as a condo questionnaire.

7 9. The condo questionnaire is a document filled out by a representative of the condo's
8 homeowner association and provides information such as what percentage of the units in the association
9 are owner-occupied versus renter-occupied; whether the condo association is currently involved in
10 litigation; what percentage of the units are delinquent in their HOA dues; and the financial health of the
11 HOA, such as whether it is meeting its reserve requirements.

12 10. If the figures provided in the condo questionnaire do not meet certain requirements, the lender
13 may refuse to provide financing for a condo purchase.

14 11. Because defendant was financing the purchase of the property, defendant and/or her lender
15 needed to obtain the condo questionnaire in order to obtain approval for a loan.

16 12. Defendant's lender, Bryan Jolly at Alterra Home Loans, received the fully executed contract
17 on May 23, 2017, more than a month prior to the June 30, 2017, close of escrow date.

18 13. However, Mr. Jolly did not receive the condo questionnaire until June 23, 2017.

19 14. Mr. Jolly disclosed to plaintiff that the reason for the delay in obtaining the condo
20 questionnaire was because defendant neglected to pay for the questionnaire in a timely manner.
21

22 15. Defendant's delay in obtaining the condo questionnaire ultimately delayed the close of the
23 deal for 24 days.

24 16. During the negotiation of defendant's purchase, plaintiff and the seller granted defendant
25 three extensions of the close of escrow in order for defendant's lender to review the condo questionnaire
26 and perform its analysis to determine whether it would finance defendant's purchase.

27 17. Plaintiff first became aware of the delay in obtaining the condo questionnaire as a result of
28 Mr. Jolly's June 23, 2017, email.

1 18. Following this email, plaintiff spoke with defendant to inform her that it would be necessary
2 to extend escrow due to her and/or her lender's failure to obtain the condo questionnaire until June 23,
3 2017.

4 19. After the June 23, 2017, phone call between plaintiff and defendant, defendant became
5 agitated and defensive, which started the chain of events that eventually led to her accusing plaintiff of
6 racism and sexism in her Nevada Real Estate Division ("NRED") "Statement of Fact" and, in turn, this
7 lawsuit.

8 20. On June 27, 2017, defendant sent a text message to plaintiff as follows:
9

10 Randy if this racist, sexi^{est} [sic - sexist] and unprofessional behavior of yours continues,
11 and Rosane [the seller] and I aren't able to close this deal, you will leave me with no other
12 remedy than to file a complaint with the Nevada Board of Realtors and HUD against you
and your broker for your unethical and unprofessional behavior as noted in the emails and
text messages you have sent during this process.

13 21. Defendant's very serious allegations that plaintiff is racist, sexist, unprofessional, and
14 unethical are based on plaintiff's alleged statement that he thinks the defendant will be successful in the
15 future and that plaintiff would like to represent defendant in any future real estate transactions.

16 22. Due to defendant's delay in paying for the condo questionnaire, the close of escrow had to
17 be extended from June 30, 2017, to July 17, 2017; then July 20, 2017; and finally, July 24, 2017.

18 23. Following the close of escrow, defendant submitted a "Statement of Facts" to NRED alleging
19 plaintiff was racist, sexist, unprofessional, and unethical, and which contained a number of false
20 statements of fact.

21 24. First, defendant stated on multiple occasions in her Statement of Facts that plaintiff engaged
22 in unethical, unprofessional, sexist, and racist behavior, largely based on the fact that he complimented
23 her on her purchase of the condo and that as she progressed with her career and became more successful,
24 I would be happy to represent her in future real estate purchases should her brother retire from real estate.
25 No reasonable person could believe, in good faith, that the statement defendant attributes to plaintiff
26 could possibly be racist, sexist, unprofessional, or unethical.

27 25. Second, defendant claimed in her Statement of Facts that plaintiff shared "confidential info"
28 with defendant regarding the seller, which [defendant] understood realtors aren't supposed to do. In

1 reality, plaintiff did not share any confidential information with defendant. Defendant lied in her
2 Statement of Facts by stating plaintiff told her he met the seller on a dating website, when in reality, the
3 seller told that piece of information to defendant. Regardless, defendant does not state how this is
4 confidential information that would be relevant to NRED. More importantly, defendant claims plaintiff
5 told defendant the amount of plaintiff's commission, which is confidential, but in reality, the seller
6 authorized plaintiff to release the amount of the commission to defendant in order to move the sale along
7 at the optimal price for seller. Accordingly, this information was not "confidential," and if defendant had
8 simply spoken to plaintiff or the seller about this issue, she would have known plaintiff was authorized
9 to release the commission amount.

10
11 26. Third, defendant claims plaintiff acted unethically because defendant attempted to
12 communicate with the appraiser. However, there is nothing unethical about a real estate agent
13 communicating with an appraiser. To the contrary, ethics require that when representing a seller, an agent
14 should communicate with the appraiser and provide information regarding comparable sales and upgrades
15 to the appraiser.

16 27. Fourth, defendant states plaintiff "lied on several occasions." To support this claim,
17 defendant states plaintiff lied about defendant not allowing plaintiff to remove all of her personal property
18 from the condo. However, plaintiff's statement is true. As stated in the seller's declaration, defendant
19 did in fact refuse to allow the seller to remove all of her personal property, and to this day, some of the
20 seller's personal property remains at the condo. Defendant also refused to sign an addendum providing
21 the seller access to remove her personal property from the condo.

22
23 28. Fifth, defendant claims plaintiff never provided her a "signed copy of the contract," which
24 is completely false. On May 18, 2017, plaintiff emailed defendant and attached the Residential Purchase
25 Agreement signed by the seller.

26 29. Sixth, defendant states plaintiff "falsely" accused her of failing to meet the due diligence
27 timeframes in the contract. Defendant blames plaintiff's alleged failure to provide her with the signed
28 contract for her inability to meet her obligation to pay for the condo questionnaire, but as noted above,
plaintiff had provided the signed contract to defendant more than a month prior to the close of escrow.

1 Accordingly, defendant's statement that plaintiff "falsely" accused her of failing to meet all requirements
2 to close escrow is false. Defendant also claims that plaintiff never provided her with "a receipt for
3 defendant's earnest money," but a real estate agent does not provide receipts for earnest money unless
4 the earnest money is deposited into a broker's trust account. When earnest money is deposited with the
5 title and/or escrow company, it was the case here, title and/or escrow be the entity to provide such a
6 receipt. Plaintiff did provide escrow company contact information to Bryan Jolly, defendant's lender,
7 so defendant's lender did have notice of who the escrow company was and could have obtained an earnest
8 money receipt from escrow. Thus, while defendant's statement that plaintiff did not provide an earnest
9 money receipt is technically true, it is also very misleading.

10
11 30. Seventh, defendant makes false allegations that the seller told defendant that plaintiff was
12 "trying to sabotage this deal" and that plaintiff had "an ulterior motive." However, as proven by the
13 declaration of the seller also attached to the opposition, the seller never told defendant that plaintiff was
14 trying to sabotage the deal or that plaintiff had an ulterior motive, so this is another false, defamatory
15 statement. In fact, plaintiff expended great effort to keep this deal alive, including securing three
16 extensions of the close of escrow, so clearly plaintiff had no intention of sabotaging the deal.

17 31. As a result of defendant's NRED complaint, plaintiff was then forced to defend himself
18 against for approximately eight months, including spending more than 50 hours responding to the
19 complaint and NRED's investigation.

20 32. Ultimately, NRED chose to dismiss the complaint and plaintiff was cleared of any
21 wrongdoing.

22 33. However, the damage had been done due to defendant's defamatory Statement of Facts which
23 in and of itself caused harm to plaintiff, and also caused other damage by forcing plaintiff to spend so
24 much time defending himself.

25 **FIRST CLAIM FOR RELIEF**

26
27 34. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
28 33 as though fully set forth herein.

35. Defendant made false and defamatory statements about plaintiff in her NRED Statement of

1 Facts, as outlined in detail above.

2 36. Defendant published the NRED Statement of Facts to NRED and NRED's employees and
3 investigators, which was an unprivileged publication.

4 37. Defendant either purposely or negligently published the Statement of Facts to NRED with
5 knowledge that many of her statements were false.

6 38. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,
7 plaintiff has suffered damages in an amount in excess of \$15,000.00.

8 39. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
9 claim, and plaintiff is entitled to recover the same.
10

11 **SECOND CLAIM FOR RELIEF**

12 40. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
13 39 as though fully set forth herein.

14 41. Defendant's defamatory statements in her NRED Statement of Facts impute plaintiff's lack
15 of fitness for his chosen profession, real estate agents.

16 42. Defendant's defamatory statements do so by claiming plaintiff acted unethically and
17 unprofessionally; by claiming plaintiff was racist and sexist; by claiming plaintiff lied about his actions
18 in selling the subject property; by claiming plaintiff failed to act properly in completing the sale of the
19 subject property; by wrongly claiming plaintiff violated the seller's confidentiality by releasing the seller's
20 confidential information to a third-party; by falsely claiming plaintiff failed to provide defendant with a
21 copy of the purchase agreement signed by the seller; and by attributing to the seller statements impugning
22 plaintiff's behavior during the deal - statements which the seller never made.
23

24 43. Because defendant committed defamation imputing plaintiff's lack of fitness for his
25 profession, plaintiff's damages are presumed and plaintiff does not need to provide proof of such
26 damages.

27 44. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,
28 plaintiff has suffered damages in an amount in excess of \$15,000.00.

45. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this

1 claim, and plaintiff is entitled to recover the same.

2 **THIRD CLAIM FOR RELIEF**

3 46. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
4 45 as though fully set forth herein.

5 47. Defendant's defamatory statements to NRED served to disparage plaintiff's business by
6 falsely impugning his actions during the sale of the subject property.

7 48. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,
8 plaintiff has suffered damages in an amount in excess of \$15,000.00.

9 49. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this
10 claim, and plaintiff is entitled to recover the same.

11 **FOURTH CLAIM FOR RELIEF**

12 50. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through
13 45 as though fully set forth herein.

14 51. By submitting her false NRED Statement of Facts, defendant acted with extreme and
15 outrageous conduct with either the intention of, or reckless disregard for, causing emotional distress,
16 because defendant had actual notice, as described herein, that her Statement of Facts contained numerous
17 false, disparaging statements about plaintiff.

18 52. Plaintiff suffered severe emotional distress as a result of defendant submitting her Statement
19 of Facts to NRED, and the ensuing investigation which consumed over 50 hours of plaintiff's time to
20 defend against.

21 53. Because of defendant's false Statement of Facts, plaintiff suffered from loss of sleep, stress
22 over the possible loss of his entire livelihood, and stress over the damage to his reputation with NRED,
23 the governing body of Nevada real estate agents.

24 54. Additionally, plaintiff developed pneumonia, fever, inflammation, and a serious cough due
25 to the stress he suffered after he learned defendant had reported him to NRED.

26 55. Defendant's conduct in submitting the NRED Statement of Fact was the actual or proximate
27 cause of plaintiff's distress discussed herein.

56. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff has suffered damages in an amount in excess of \$15,000.00.

57. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this claim, and plaintiff is entitled to recover the same.

FIFTH CLAIM FOR RELIEF

58. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through 57 as though fully set forth herein.

59. At a minimum, defendant acted negligently when she submitted a false Statement of Fact to NRED.

60. Defendant's submission of the false Statement of Fact resulted in plaintiff developing pneumonia, fever, inflammation, and a serious cough due to the stress he suffered.

61. As a direct and proximate result of defendant's defamatory NRED Statement of Facts, plaintiff has suffered damages in an amount in excess of \$15,000.00.

62. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this claim, and plaintiff is entitled to recover the same.

WHEREFORE, plaintiff prays for relief as follows:

1. For judgment against defendant in an amount in excess of \$15,000.00;
2. Punitive damages in an amount to be proven at trial;
3. Attorney's fees and costs; and
4. Such further relief as the Court finds just and proper.

DATED this 8th day of October, 2019

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

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