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Daphne Williams

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:  
  
CHARLES RANDALL LAZER,  
  
Debtor.

Case No. 22-11549-mkn

Chapter 7

DAPHNE WILLIAMS,  
  
Plaintiff,

Adv. Case No. \_\_\_\_\_

v.

CHARLES RANDALL LAZER,  
  
Defendant.

**COMPLAINT**

Plaintiff-Creditor Daphne Williams (“Plaintiff” or “Williams”), by and through her attorneys, Randazza Legal Group, PLLC, brings the following Complaint objecting to discharge of debt pursuant to 11 U.S.C. § 523(a)(6) against Defendant-Debtor Charles Randall Lazer (“Defendant” or “Lazer”) and, in support of his Complaint, alleges and states as follows:

**THE PARTIES**

1. Plaintiff-Creditor Daphne Williams is a resident of the State of Nevada.
2. Defendant-Debtor Charles Randall Lazer is a resident of the State of Nevada.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction of this matter under 28 U.S.C. § 157 and 11 U.S.C. § 523. The claims for relief alleged in this complaint rise under Title 11 of the United States Code and are related to a case pending in the United States Bankruptcy Court for the District of Nevada (the “Bankruptcy Court”). The pending bankruptcy case to which the claims for relief alleged in this Complaint are related to *In re Charles Randall Lazer*, Bk Case No. 22-11549-mkn (the “Lazer Case”).

4. The determination of dischargeability is a core proceeding under 28 U.S.C. § 157(b).

5. Pursuant to 28 U.S.C. § 1409, venue is proper in the District of Nevada, because the Lazer Case is pending in this district and division.

6. Defendant Charles Randall Lazer is a debtor in the Lazer Case.

**FACTS COMMON TO ALL CLAIMS**

7. On June 21, 2019, Lazer filed a complaint in the Eighth Judicial District Court for Clark County, Nevada against Williams, Case No. A-19-797156-C (the “Frivolous Lawsuit”).

8. Lazer amended his complaint, with the operative Amended Complaint being filed on October 8, 2019. Lazer’s Amended Complaint brought five claims against Williams relating to her alleged defamation of Lazer. (*See* Amended Complaint in Frivolous Lawsuit, attached as **Exhibit 1.**)

9. The allegations in the Frivolous Lawsuit were based on a complaint made by Williams to the Nevada Real Estate Division (“NRED”) relating to unprofessional comments made by Lazer to Williams.

10. The complaint made by Williams was speech on a matter of public concern protected under the First Amendment of the U.S. Constitution.

11. On October 22, 2019, Williams filed her Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 (the “Anti-SLAPP Motion”) as to all of Debtor’s claims. (*See* Anti-SLAPP Motion, attached as **Exhibit 2.**)

1 12. On December 9, 2021, Williams filed a Notice of Entry of Order giving notice that  
2 the district court granted Williams’s Anti-SLAPP Motion, dismissing all of Lazer’s claims against  
3 Williams with prejudice under NRS 41.660. (See Anti-SLAPP Order, attached as **Exhibit 3.**)

4 13. Thereafter, on December 29, 2021, Williams filed a Motion for Costs and Attorneys  
5 Fees in the Frivolous Lawsuit pursuant to NRS 41.670.

6 14. On February 18, 2022, Williams filed a Notice of Entry of Order giving notice that  
7 the district court granted Williams’s Fee Motion, awarding Williams \$781.30 in costs, \$166,450.00  
8 in attorneys’ fees, \$1,000.00 in damages, and post-judgment interest. (See Fee Order, attached as  
9 **Exhibit 4.**)

10 15. To-date, Lazer has not made any payments on the judgment to Williams.

11 16. In addition to attorneys’ fees and costs, Williams suffered additional damages,  
12 including injury to reputation and emotional distress, on account of Lazer having filed the  
13 Frivolous Lawsuit.

14 17. Lazer filed a voluntary petition for relief under Chapter 7 on May 2, 2022.

15 **COUNT ONE**

16 **FOR DETERMINATION OF**

17 **NON-DISCHARGEABILITY OF DEBT UNDER 11 U.S.C. § 523(A)(6)**

18 18. Each of the foregoing paragraphs are incorporated herein by reference.

19 19. Lazer filed the Frivolous Lawsuit against Williams despite having no justifiable  
20 basis for his claims.

21 20. Despite repeated warnings from Williams’s counsel that his claims were baseless  
22 and that Lazer’s conduct in filing in maintaining the Frivolous Lawsuit were in violation of  
23 Nevada’s anti-SLAPP statute, Lazer continued to prosecute the case.

24 21. Williams filed an Anti-SLAPP Motion to Dismiss Lazer’s Frivolous Lawsuit and  
25 the court granted Williams’s Motion, dismissing Lazer’s claims.

26 22. Williams filed a Motion for Costs and Attorneys’ Fees in the Frivolous Lawsuit,  
27 which the court granted in a judgment. (See **Exhibit 4.**)

1 23. Lazer has not made any effort to pay any portion of the judgment.

2 24. Williams’s judgment against Lazer remains due and payable in its entirety.

3 25. Williams’s judgment against Lazer continues to accrue post-judgment interest.

4 26. Lazer’s filing and maintenance of the Frivolous Lawsuit in violation of the Nevada  
5 anti-SLAPP statute was willful.

6 27. Lazer’s filing and maintenance of the Frivolous Lawsuit in violation of the Nevada  
7 anti-SLAPP statute was malicious.

8 28. In view of the foregoing, Williams therefore seeks an order under 11 U.S.C.  
9 § 523(a)(6) determining that (1) Williams is entitled to payment of the judgment by Lazer and (2)  
10 that said liability is non-dischargeable.

11 **COUNT TWO**

12 **FOR DETERMINATION OF NON-DISCHARGEABILITY OF**  
13 **DEBT UNDER 11 U.S.C. § 523(A)(6) ARISING FROM NRS 41.670(1)(c)**

14 29. Each of the foregoing paragraphs are incorporated herein by reference.

15 30. Williams filed a Special Motion to Dismiss under NRS 41.660 in the Frivolous  
16 Lawsuit. (*See Exhibit 2.*)

17 31. The district court in the Frivolous Lawsuit granted Williams’s Special Motion to  
18 Dismiss and dismissed all of the claims against Williams in the frivolous lawsuit with prejudice.  
19 (*See Exhibit 3.*)

20 32. Williams suffered damages as a result of Lazer’s filing and maintaining the  
21 Frivolous Lawsuit, including but not limited to, attorneys’ fees and costs in defending herself from  
22 the Frivolous Lawsuit, as well as injury to reputation and emotional distress.

23 33. Additionally, due to Lazer’s unwillingness to pay amounts awarded to Williams  
24 under the Anti-SLAPP statute, she had to incur additional costs and attorneys’ fees.

25 34. Lazer is liable for these damages, as he was primarily responsible for the decision  
26 to file and maintain the Frivolous Lawsuit.

1 35. As set forth above, the Frivolous Lawsuit was filed by Lazer against Williams based  
2 on her exercise of free speech rights in connection of a matter of public concern without probable  
3 cause, constituting a SLAPP suit under NRS 41.660.

4 36. Having filed a SLAPP suit, Lazer is liable to Williams for damages pursuant to  
5 NRS 41.670(1)(c).

6 37. The elements of a claim under NRS 41.670(1)(c) are simple. They are: (1) did the  
7 plaintiff file a Special Motion to Dismiss under NRS 41.660 in a prior action?; and (2) did the  
8 court in that action grant the Special Motion to Dismiss? If the answer to both questions is “yes,”  
9 then liability under NRS 41.670(1)(c) is conclusively established.

10 38. Williams satisfies both elements of a claim under NRS 41.670(1)(c) against Lazer  
11 on account of the Frivolous Lawsuit; she filed a Special Motion to Dismiss under NRS 41.660 in  
12 the Frivolous Lawsuit, which was granted by the court in that action.

13 39. Lazer’s filing and maintenance of the Frivolous Lawsuit in violation of Nevada’s  
14 anti-SLAPP statute was willful.

15 40. Lazer’s filing and maintenance of the Frivolous Lawsuit in violation of Nevada’s  
16 anti-SLAPP statute was malicious.

17 41. As a direct and proximate result of the foregoing, Williams suffered damages not  
18 presently ascertained, but believed to be at least \$100,000.

19 42. In view of the foregoing, Williams therefore seeks an order under 11 U.S.C.  
20 § 523(a)(6) determining that (1) Williams is entitled to actual, presumed, punitive, and other  
21 damages in an amount to be specifically determined at trial; and (2) that said liability is non-  
22 dischargeable.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

25 1. For actual, presumed, and punitive damages in an amount to be specifically  
26 determined at trial; and  
27

1 2. For costs, disbursements, fees, and interest as authorized by state and Federal Law  
2 and Rules;

3 3. For a decree that all debts determined to be owing by Defendant to Plaintiff which  
4 are the subject of this action are deemed and adjudicated to be non-dischargeable pursuant to 11  
5 U.S.C. § 523(a)(6); and

6 4. For such other and additional remedies as the Court may deem just and proper.  
7

8 Dated: August 1, 2022.

Respectfully submitted,

9 /s/ Marc J. Randazza

10 Marc J. Randazza, NV Bar No. 12265

11 Alex J. Shepard, NV Bar No. 13582

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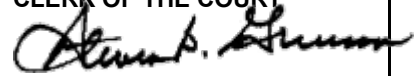
16 Attorneys for Plaintiff-Creditor

17 Daphne Williams  
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# **EXHIBIT 1**

Amended Complaint in Frivolous Lawsuit

Electronically Filed  
10/8/2019 11:05 AM  
Steven D. Grierson  
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13 Attorney for plaintiff Charles “Randy” Lazer

DISTRICT COURT  
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

25 16. During the negotiation of defendant's purchase, plaintiff and the seller granted defendant  
26 three extensions of the close of escrow in order for defendant's lender to review the condo questionnaire  
27 and perform its analysis to determine whether it would finance defendant's purchase.

28 17. Plaintiff first became aware of the delay in obtaining the condo questionnaire as a result of  
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, a 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

21 32. Ultimately, NRED chose to dismiss the complaint and plaintiff was cleared of any  
22 wrongdoing.  
23

24 33. However, the damage had been done due to defendant’s defamatory Statement of Facts which  
25 in and of itself caused harm to plaintiff, and also caused other damage by forcing plaintiff to spend so  
26 much time defending himself.

27 **FIRST CLAIM FOR RELIEF**

28 34. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through  
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 **SECOND CLAIM FOR RELIEF**

11 40. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through  
12 39 as though fully set forth herein.

13 41. Defendant's defamatory statements in her NRED Statement of Facts impute plaintiff's lack  
14 of fitness for his chosen profession, real estate agents.

15 42. Defendant's defamatory statements do so by claiming plaintiff acted unethically and  
16 unprofessionally; by claiming plaintiff was racist and sexist; by claiming plaintiff lied about his actions  
17 in selling the subject property; by claiming plaintiff failed to act properly in completing the sale of the  
18 subject property; by wrongly claiming plaintiff violated the seller's confidentiality by releasing the seller's  
19 confidential information to a third-party; by falsely claiming plaintiff failed to provide defendant with a  
20 copy of the purchase agreement signed by the seller; and by attributing to the seller statements impugning  
21 plaintiff's behavior during the deal - statements which the seller never made.

22 43. Because defendant committed defamation imputing plaintiff's lack of fitness for his  
23 profession, plaintiff's damages are presumed and plaintiff does not need to provide proof of such  
24 damages.

25 44. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,  
26 plaintiff has suffered damages in an amount in excess of \$15,000.00.

27 45. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this  
28

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.

1 56. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,  
2 plaintiff has suffered damages in an amount in excess of \$15,000.00.

3 57. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this  
4 claim, and plaintiff is entitled to recover the same.

5 **FIFTH CLAIM FOR RELIEF**

6 58. Plaintiff repeats, realleges, and incorporates the allegations contained in paragraphs 1 through  
7 57 as though fully set forth herein.

8 59. At a minimum, defendant acted negligently when she submitted a false Statement of Fact to  
9 NRED.

10 60. Defendant's submission of the false Statement of Fact resulted in plaintiff developing  
11 pneumonia, fever, inflammation, and a serious cough due to the stress he suffered.

12 61. As a direct and proximate result of defendant's defamatory NRED Statement of Facts,  
13 plaintiff has suffered damages in an amount in excess of \$15,000.00.

14 62. Plaintiff has had to retain an attorney and incur attorney's fees and costs in order to bring this  
15 claim, and plaintiff is entitled to recover the same.

16 WHEREFORE, plaintiff prays for relief as follows:

- 17
- 18 1. For judgment against defendant in an amount in excess of \$15,000.00;
  - 19 2. Punitive damages in an amount to be proven at trial;
  - 20 3. Attorney's fees and costs; and
  - 21 4. Such further relief as the Court finds just and proper.
- 22

23 DATED this 8<sup>th</sup> day of October, 2019

24 LAW OFFICES OF  
25 MICHAEL F. BOHN, ESQ., LTD.

26  
27 By: /s/ Adam R. Trippiedi, Esq.  
28 Michael F. Bohn, Esq.  
Adam R. Trippiedi, Esq.  
2260 Corporate Cir, Suite 480  
Henderson, Nevada 89074  
Attorney for plaintiff

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law Offices of Michael F. Bohn., Esq., and on the 8th day of October, 2019, an electronic copy of the PLAINTIFF CHARLES "RANDY" LAZER'S FIRST AMENDED COMPLAINT was served on opposing counsel via the Court's electronic service system to the following counsel of record:

Marc J. Randazza, Esq.  
Alex J. Shepard, Esq.  
RANDAZZA LEGAL GROUP, PLLC  
2764 Lake Sahara Dr, Suite 109  
Las Vegas, Nevada 89117  
Attorney for defendant

/s/ /Marc Sameroff/  
An Employee of the LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.

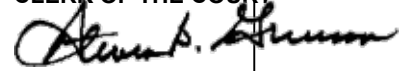


# **EXHIBIT 2**

Anti-SLAPP Motion

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10/22/2019 10:49 PM

Electronically Filed  
10/22/2019 10:28 PM  
Steven D. Grierson  
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9 Attorneys for Defendant  
10 *Daphne Williams*

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

13 **CHARLES "RANDY" LAZER,**

14 Plaintiff,

15 vs.

16 **DAPHNE WILLIAMS,**

17 Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

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

18 Defendant Daphne Williams hereby files her Anti-SLAPP Special Motion to  
19 Dismiss Plaintiff Charles "Randy" Lazer's First Amended Complaint Under NRS  
20 41.660.

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

**MEMORANDUM OF POINTS AND AUTHORITIES**

**1.0 INTRODUCTION**

In a classic SLAPP suit, the plaintiff sues the defendant for exercising her First Amendment right to petition the government. Plaintiff filed an ill-considered pro se complaint. After hiring professional and competent counsel, Plaintiff now attempts to create an issue of fact by combing through Ms. Williams' complaint to the NRED, desperately searching for minor, immaterial, factual nits to pick. While they have found grains of dispute, not one of them is material. In the interest of leaving absolutely nothing to question, however, Ms. Williams will reluctantly and wastefully address these immaterial nits. But, the Court should not lose track of the fact that this kind of cherry picking of minor immaterial facts is not the kind of thing that sustains a defamation claim.

Ms. Williams filed a complaint with the Nevada Department of Business and Industry, Real Estate Division (the "NRED") about Plaintiff's conduct during a real estate transaction. Ms. Williams subjectively 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 NRED in August 2017, approximately one month after the sale of the property with which Plaintiff was involved. While the NRED ultimately chose not to take action against Plaintiff after he appealed its initial finding of statutory and ethics violations, Ms. Williams was entitled to her opinion of his conduct and her filing a complaint was privileged.

Ms. Williams made no knowingly false statements to the NRED; in fact, Plaintiff either admits to the truth of, or does not dispute, most statements in Ms. Williams's complaint. Even if some statements were false, her filing of the complaint enjoyed an absolute privilege.

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

#### 4 **2.0 STATEMENT OF FACTS**

5 For the sake of simplicity, the statement of facts in this case is attached to  
6 this Motion as a separate document. Ms. Williams recognizes this is not typical in  
7 this Court, but counsel for Ms. Williams believes that, given the breadth of factual  
8 discussion necessary to show Ms. Williams made her statements in good faith, it  
9 will be simpler for the Court and the parties to process this information if it is  
10 contained in a separate document. The separate Statement of Facts will be cited  
11 as "SF at [page or section number]," and the Statement of Facts contains the  
12 numbering and explanation of all exhibits.

#### 13 **3.0 LEGAL STANDARDS**

14 Evaluating an Anti-SLAPP motion is a two-step process. First, the defendant  
15 must show, by a preponderance of the evidence, that the plaintiff's claim is  
16 "based upon a good faith communication in furtherance of the right to petition  
17 or the right to free speech in direct connection with an issue of public concern."  
18 NRS 41.660(3)(a).

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

22 Nevada courts look to case law applying California's Anti-SLAPP statute,  
23 Cal. Code Civ. Proc. § 425.16, which shares many similarities with Nevada's law.  
24 See *John*, 125 Nev. at 756 (stating that "we consider California case law because  
25 California's anti-SLAPP statute is similar in purpose and language to Nevada's  
26 anti-SLAPP statute"); see also *Shapiro v. Welt*, 389 P.3d 262, 268 (Nev. 2017) (same);  
27 *Sassone*, 432 P.3d at 749 n.3 (finding that "California's and Nevada's statutes

1 share a near-identical structure for anti-SLAPP review ... Given the similarity in  
2 structure, language, and the legislative mandate to adopt California's standard  
3 for the requisite burden of proof, reliance on California case law is warranted");  
4 and see NRS 41.665(2) (defining the plaintiff's *prima facie* evidentiary burden in  
5 terms of California law).

6 **4.0 ARGUMENT**

7 **4.1 Ms. Williams Satisfies the First Prong of the Anti-SLAPP Analysis**

8 The Anti-SLAPP statute protects

- 9 1. Communication[s] that [are] aimed at procuring any  
10 governmental or electoral action, result or outcome;
- 11 2. Communication[s] of information or a complaint to a Legislator,  
12 officer or employee of the Federal Government, this state or a  
13 political subdivision of this state, regarding a matter reasonably of  
14 concern to the respective governmental entity;
- 15 3. Written or oral statement[s] made in direct connection with an  
16 issue under consideration by a legislative, executive or judicial body,  
17 or any other official proceeding authorized by law; or
- 18 4. Communication[s] made in direct connection with an issue of  
19 public interest in a place open to the public or in a public forum,

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

22 NRS 41.637(2)-(3). The merits of a plaintiff's claims, and the legality of the  
23 defendant's actions, are not relevant to the first prong analysis. If relevant at all,  
24 they should only be considered during the second prong analysis. See *Coretronic*  
25 *v. Cozen O'Connor*, 192 Cal. App. 4th 1381, 1388 (2d Dist. 2011); see also *Taus v.*  
26 *Loftus*, 40 Cal. 4th 683, 706-07, 713, 727-299 (2007). **The moving party must make**  
27 **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*

1 v. *Douglas County Sch. Dist.*, 125 Nev. 746, 750 (2009); see also *City of Costa Mesa*  
 2 v. *D'Alessio Investments, LLC*, 214 Cal. App. 4th 358, 371 (4th Dist. 2013) (stating  
 3 that “[t]he merits of [the plaintiff’s] claims should play no part in the first step of  
 4 the anti-SLAPP analysis”).<sup>1</sup>

#### 5 **4.1.1 Plaintiff’s Claims are Based Upon Protected Conduct**

6 Plaintiff’s claims are based upon Ms. Williams’s August 2017 NRED  
 7 Complaint. There is no question that these statements fall under NRS 41.637(1)-  
 8 (3). First, the Complaint was aimed at procuring governmental action, namely  
 9 the NRED taking action against Plaintiff for conduct which Ms. Williams believed  
 10 was racist, sexist, unprofessional, and unethical in the form of imposing discipline  
 11 and/or fines. NRS 41.637(1) is thus satisfied.

12 Second, the NRED Complaint was a communication of information to the  
 13 NRED, which is tasked with regulating the behavior of licensed real estate agents  
 14 in the State of Nevada, regarding the improper conduct of a licensed real estate  
 15 agent. In fact, the NRED had jurisdiction to initially impose discipline on Plaintiff.  
 16 (See **Exhibits 13-14.**) NRS 41.637(2) is thus satisfied.

17 Third, the NRED Complaint was a statement made in direct connection with  
 18 an issue consideration by an executive body, or any other official proceeding.  
 19 The complaint initiated the NRED’s investigation of Plaintiff, an official proceeding  
 20 of an executive body. The NRED is an executive body, and the Real Estate  
 21 Commission of the NRED, the body responsible for conducting disciplinary  
 22 proceedings, is appointed by the Nevada Governor, the chief executive of the  
 23 State. (See “real Estate Commission” page of NRED web site, attached as **Exhibit**

24 \_\_\_\_\_  
 25 <sup>1</sup> This is of the utmost importance to focus on – since Plaintiff seems to wish  
 26 to conflate the two – apparently arguing that “good faith” requires that the  
 27 claims be evaluated in their entirety in the first prong. This is unsupported by a  
 single reported case or any reasonable interpretation of the statute.

1 **15.**)<sup>2</sup> "The Nevada State Legislature . . . created the Department of Business and  
 2 Industry . . . as a State Department included under the State Executive Branch."  
 3 *White v. Conlon*, 2006 U.S. Dist. LEXIS 43182, \*9 (D. Nev. June 6, 2006). The NRED  
 4 Complaint initiated the NRED's investigation of Plaintiff, an official proceeding of  
 5 an executive body, thus satisfying NRS 41.637(3). NRS 41.637(3) is thus satisfied.

#### 6 **4.1.2 Ms. Williams Made Her Statements in Good Faith**

7 Plaintiff has argued that "good faith" under the statute somehow means  
 8 that the Court should look at whether the defendant had ill will in her heart. That  
 9 is so unsupportable that it should draw sanctions if it is made again. Plaintiff  
 10 previously also attempted to argue that good faith requires the Court to evaluate  
 11 the claims, and if the claims have merit, then the statements could not have been  
 12 made in "good faith." That is wrong too. Good faith is a very simple term, defined  
 13 clearly by the statute. The statement is made in "good faith" if it is "truthful or ...  
 14 made without knowledge of its falsehood." NRS 41.637. That is the entire analysis.

15 Therefore, when looking at the first prong, falsity is statutorily irrelevant – so  
 16 let us not be bamboozled by Plaintiff's attempts to throw mud all over the pages,  
 17 desperately praying that some of it will stain the analysis. This standard is properly  
 18 described as even higher than the actual malice standard under *New York Times*  
 19 *Co. v. Sullivan*, 376 U.S. 254 (1964). That standard requires knowing falsity or  
 20 reckless disregard for the truth. Under the first prong of the Anti-SLAPP law, even  
 21 a recklessly false statement is insufficient to defeat a prong one showing.  
 22 Furthermore, by the Anti-SLAPP statute's plan language, the "good faith" analysis  
 23 is completely unrelated to a defendant's motivations in making a statement.

24 Plaintiff's FAC takes a different approach from his initial Complaint. He now  
 25 appears to premise liability primarily on a number of factual nits in the NRED

26 \_\_\_\_\_  
 27 <sup>2</sup> Available at: [http://red.nv.gov/content/real\\_estate/commission/](http://red.nv.gov/content/real_estate/commission/) (last  
 accessed Sept. 4, 2019).

1 Complaint. (See FAC at ¶¶ 24-30.) It is still obvious, however, that his dispute is  
2 entirely with Ms. Williams's opinion that he is "racist," "sexist," "unprofessional," and  
3 "unethical." His Initial Complaint discussed these statements at length, and his  
4 response to the NRED made it clear that he was concerned with these statements  
5 of *opinion*. (See, generally, Initial Complaint and **Exhibit 5**.) Plaintiff should not  
6 now be rewarded for trying to mislead the Court by claiming he is actually  
7 concerned only with the factual nits in Ms. Williams's NRED Complaint, and the  
8 Court should consider her statements of opinion in deciding whether her  
9 complaint was made in good faith – as if the statute did not define that term.

10 Plaintiff's core assertion is that Ms. Williams's statements that Plaintiff  
11 engaged in racist, sexist, unprofessional, and unethical behavior are actionable.  
12 But these are statements of opinion, not fact. To be false, a statement must  
13 include an assertion of fact that can be proven true or false. As explained in  
14 Section 4.2.2, *infra*, the statements Plaintiff claims are defamatory are not factual  
15 statements. It is thus impossible for her to have made them with knowledge of  
16 their falsity. However, for the sake of completeness, Ms. Williams can even show  
17 that these nits are not worth considering.

#### 18 **4.1.2.1 Plaintiff's May 13, 2017 Statements**

19 Plaintiff does not contest that he said to Ms. Williams on May 13, 2017  
20 "Daphne, I think you are going to be successful. When you become successful  
21 and you want to buy a bigger house and if your brother is retired by then, I'd be  
22 glad to be your realtor." (Williams Decl. at ¶ 5; FAC at ¶ 24.) Ms. Williams  
23 subjectively felt that this statement was sexist because Plaintiff did not know Ms.  
24 Williams, and yet he apparently assumed that she was not successful and needed  
25 to rely on her brother. (See Williams Decl. at ¶ 6.) Plaintiff does not allege any  
26 part of this statement is false, but rather that "[n]o reasonable person could  
27 believe, in good faith, that" the above statement "could possibly re [sic] sexist,



1 unprofessional, or unethical.” (FAC at ¶ 24.) The implication that Ms. Williams was  
 2 not already “successful” is certainly insulting, as is the implication that she  
 3 mooches off her brother. It is not beyond the pale to believe that Ms. Williams  
 4 could at least subjectively extrapolate that it was a bias-driven statement.

5 Ms. Williams's conclusion regarding the nature of Plaintiff's statement is an  
 6 opinion. She disclosed the facts on which she based her opinion to the NRED. The  
 7 statement is thus incapable of being a statement of fact, and Ms. Williams could  
 8 not have made it with knowledge of falsity. Even if this were a statement that  
 9 could potentially have been made in bad faith, Plaintiff does not allege this. Ms.  
 10 Williams made this statement in good faith, as the law defines that term.

#### 11 **4.1.2.2 Plaintiff Shared Information Ms. Williams Thought Was** 12 **Confidential**

13 Plaintiff denies only that he told Ms. Williams that he and the Seller met on  
 14 an online dating web site. He admits that he told Ms. Williams the commission he  
 15 was set to earn on the sale of the condo, and he is silent on Ms. Williams's claim  
 16 that he told her further information on how he and the Seller met. As explained  
 17 in SF Section 2.0, Plaintiff admitted to the NRED in 2017 that he told Ms. Williams  
 18 personal information about the Seller and the nature of their alleged “friendship,”  
 19 but claimed he was authorized to do so. Ms. Williams was not aware of any  
 20 authorization either to tell her about the Seller's personal life or Plaintiff's  
 21 commission, and Plaintiff does not allege Ms. Williams was aware of such  
 22 authorization.<sup>3</sup> (See Williams Decl. at ¶ 9.)

23 Ms. Williams was thus, in August 2017, in a position where she believed  
 24 Plaintiff told her information about the Seller's personal life and his commission

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25 <sup>3</sup> Plaintiff claims that Ms. Williams would have known about this alleged  
 26 authorization if she asked the Seller about it. (See FAC at ¶ 25.) But that is not an  
 27 allegation of knowing falsity, and Ms. Williams was not required to perform a  
 reasonable investigation to have made her statements in good faith.

1 without authorization from the Seller. (*See id.*) Ms. Williams believed that sharing  
 2 this information without authorization from the Seller was unethical. (*See id.*) It  
 3 does not matter whether someone else allegedly already told Ms. Williams this  
 4 information; Ms. Williams did not tell Plaintiff she was already aware of it, and she  
 5 had no reason to believe Plaintiff was aware she already knew it. (*See id.*)  
 6 Whether Plaintiff actually did commit a legally recognizable ethical violation is  
 7 irrelevant. The only thing that matters is whether Ms. Williams subjectively believed  
 8 he was acting unethically, from her layperson's perspective, based on this  
 9 information, which she affirmatively did. (*See id.*) She made these statements in  
 10 good faith as the statute defines that term.

#### 11 **4.1.2.3 Plaintiff's Contact with the Appraiser**

12 Plaintiff admits that he has a practice of communicating with appraisers  
 13 prior to their appraisal of real estate where he is acting as a realtor. (*See* FAC at  
 14 ¶ 26.) He claims there is nothing unethical about this practice, but he does not  
 15 allege that Ms. Williams knew this practice was permissible. On the contrary, Ms.  
 16 Williams spoke with an NRED employee prior to filing the NRED Complaint, and the  
 17 employee told her realtors are not supposed to do this. (*See* Williams Decl. at ¶  
 18 12.) Ms. Williams thus subjectively believed that Plaintiff's practice was unethical  
 19 – bolstered by an NRED employee's opinion. (*See id.*) She made this statement  
 20 in good faith as defined by the statute.

#### 21 **4.1.2.4 Ms. Williams Allowed Removal of Property from the** 22 **Condo**

23 Ms. Williams stated in the NRED Complaint that Plaintiff falsely claimed she  
 24 “didn't let the seller's ‘movers’ get into the house to access her [the Seller's]  
 25 property.” As explained in SF Section 4.0, Plaintiff's claim to this extent is a false  
 26 statement of fact. Ms. Williams allowed people with the Seller's authorization into  
 27

1 the condo to remove the Seller's property. Plaintiff admitted this in his response  
2 to the NRED and his Initial Complaint. (See **Exhibit 5** at 11, 17, 22-23.)

3 Ms. Williams did not agree to the Seller's proposed contractual addendum  
4 on this issue, which would have required her to give strangers ill-defined  
5 "reasonable access" to her residence; this was not acceptable to her. (See  
6 Williams Decl. at ¶¶ 14-15.) The only remaining items in the condo are wall-  
7 mounted shelves and a television bracket, which Ms. Williams believes are fixtures  
8 that, per the terms of the RPA, were sold along with the condo. (See Williams  
9 Decl. at ¶ 16; **Exhibit 2** at p. 2 of 10, ¶ 4; **Exhibit 5** at 11, 17, 22-23.)

10 Plaintiff's assertion that Ms. Williams did not allow the Seller's "movers," into  
11 the condo to remove the Seller's property was thus factually false, meaning Ms.  
12 Williams's statement in the NRED Complaint is true. Even if there is some possible  
13 ambiguity in the meaning of the words in the NRED Complaint, she made this  
14 statement without knowing it to be false. She thus made this statement in good  
15 faith as defined by the statute.

#### 16 **4.1.2.5 Plaintiff Did Not Send Ms. Williams a Fully Executed** 17 **Copy of the RPA**

18 Plaintiff claims Ms. Williams lied when she told the NRED that he did not  
19 provide her a signed copy of the RPA because he sent her a version with the  
20 Seller's signature on May 18, 2017. (See FAC at ¶ 28.)<sup>4</sup> However, Ms. Williams's  
21 statement is provably true. The version he sent was not the final version, as Ms.  
22 Williams made revisions to the terms of the RPA during a May 20, 2017 meeting at  
23 a Whole Foods. (See SF at § 5.0.) As the Seller needed to approve these

24 \_\_\_\_\_  
25 <sup>4</sup> Elsewhere, Plaintiff mentions that he sent Mr. Jolly a fully executed copy of  
26 the RPA. (See FAC at ¶ 12.) This is irrelevant because Ms. Williams's claim to the  
27 NRED is that Plaintiff did not send *her* a fully executed copy. Furthermore, Plaintiff  
did not tell Mr. Jolly to forward this copy to Ms. Williams, or tell Ms. Williams to  
receive it from Mr. Jolly. (See Williams Decl. at ¶ 20; Jolly Decl. at ¶ 17.)

1 additional terms, Ms. Williams asked Plaintiff to send her a fully executed copy  
 2 once the Seller signed it. (See Williams Decl. at ¶¶ 17-20.) He did not, and Ms.  
 3 Williams did not receive a copy until after close of escrow. (See *id.* at ¶¶ 20-21.)

4 Ms. Williams's statement is thus literally true. Even if there is some possible  
 5 ambiguity in the meaning of the words in the NRED Complaint, she made this  
 6 statement without knowing it to be false. She thus made this statement in good  
 7 faith as defined by the statute.

#### 8 **4.1.2.6 Plaintiff Falsely Claimed Ms. Williams Was** 9 **Responsible for Delays in Closing Escrow<sup>5</sup>**

10 Plaintiff claimed during the sale of the condo that the delays in closing  
 11 escrow were due to Ms. Williams's negligence and failure to meet due diligence  
 12 deadlines. (See, generally, Jolly Decl. at *Exhibit A*.) Plaintiff's claims were false at  
 13 the time he made them.

14 The appraisal of the condo was delayed due to scheduling issues not Ms.  
 15 Williams's fault (Williams Decl. at ¶¶ 25, 27-28; Jolly Decl. at ¶¶ 10, 12, 14 and *Exhibit*  
 16 *A* at 7, 12, 18; **Exhibit 9**); Ms. Williams did not order the condo questionnaire until  
 17 after the appraisal report came in because she did not want to pay a non-  
 18 refundable fee if the condo was not sufficiently valuated (Williams Decl. at ¶ 21;  
 19 Jolly Decl. at ¶¶ 4-7, 11; **Exhibit 2** at p. 1 of 10, ¶ 1(G), and p. 2 of 10, ¶ 2(B)); she  
 20 made the normal decision of making a standard delivery order for the condo  
 21 questionnaire, which she was told would take 7 days; (See Williams Decl. at ¶ 26;  
 22 Jolly Decl. at ¶¶ 5-6); she ordered the questionnaire on June 10, 2017 (Williams

23 \_\_\_\_\_  
 24 <sup>5</sup> Plaintiff also complains of Ms. Williams's statement in the NRED Complaint  
 25 that he never provided a receipt for earnest money paid under the RPA. (See  
 26 FAC at ¶ 29.) He admits the truth of this statement, ending the good faith inquiry.  
 27 (See *id.*) He claims that it is not normal for a realtor to provide this receipt and  
 thus the statement is "misleading," but whether a statement is misleading is  
 irrelevant to the good faith inquiry. The statement is true, and thus Ms. Williams  
 made it in good faith.

1 Decl. at ¶ 25); the RPA did not set a timeline regarding the condo questionnaire  
 2 (see **Exhibit 2.**); delays in closing escrow were due to Alterra being short-staffed  
 3 (see Williams Decl. at ¶ 27; Jolly Decl. at ¶ 14); and Ms. Williams was always timely  
 4 in providing documents and information to Alterra (see Williams Decl. at ¶ 28; Jolly  
 5 Decl. at ¶ 17).

6 Plaintiff's claims that Ms. Williams was responsible for delays in closing  
 7 escrow were thus false at the time he made them. Plaintiff may try to claim that  
 8 Ms. Williams was responsible for the first delay in closing escrow because she  
 9 made the reasonable choice of not paying a non-refundable fee before knowing  
 10 whether the sale could proceed on acceptable terms, and because she did not  
 11 pay for a more expensive rush delivery of the questionnaire. But even this would  
 12 be wrong because the delay in conducting the appraisal and the condo  
 13 questionnaire arriving later than usual were not Ms. Williams's fault. And there is  
 14 no question that the delays in July 2017 were due to Alterra being short-staffed,  
 15 and not because of Ms. Williams. (See Williams Decl. at ¶ 27; Jolly Decl. at ¶ 14.)

16 Regardless of whether Plaintiff believed these delays were due to Ms.  
 17 Williams's actions, he falsely claimed she was responsible for delays in closing  
 18 escrow. Ms. Williams's statement is thus true or made without knowledge of its  
 19 falsity. She thus made it in good faith as defined by the statute.

#### 20 **4.1.2.7 The June 2017 Call with the Seller**

21 Ms. Williams had a phone call with the Seller on June 27, 2017 during which  
 22 the Seller said, *inter alia*, that Plaintiff instructed her to tell Ms. Williams to apologize  
 23 to Plaintiff, that Plaintiff was trying to sabotage the sale of the condo, and that  
 24 Plaintiff had ulterior motives. (See Williams Decl. at ¶¶ 29-30.) Ms. Williams  
 25 contemporaneously told her mother about this conversation. (See Harris Decl. at  
 26 ¶ 7.) The Seller, in opposing Ms. Williams's prior Anti-SLAPP motion, did not deny  
 27 that this conversation took place or that Plaintiff instructed her to tell Ms. Williams

1 to apologize. (See Declaration of the Seller in support of Opposition to Anti-SLAPP  
2 Motion at ¶¶ 12-13.)

3 While Plaintiff disputes the contents of this conversation, he makes no  
4 allegation and provides no evidence that Ms. Williams made her statements  
5 regarding this conversation with knowledge they were false. This is particularly  
6 unlikely given that she contemporaneously relayed these statements to her  
7 mother. She has met her burden of showing she made this statement in good  
8 faith as defined by the statute.

9 **4.1.3 Ms. Williams's NRED Complaint is Protected if Any of the**  
10 **Statements in it Were Made in Good Faith as defined by the**  
11 **statute**

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

18 Even if Plaintiff could rebut Ms. Williams's showing of good faith as to some  
19 of her statements at issue, he has not done so as to all of them. Any possibly  
20 questionable statements are inextricably intertwined with statements that  
21 undeniably are either true or that Ms. Williams made without knowledge of falsity.  
22 This makes Plaintiff's claims "mixed" causes of action for Anti-SLAPP purposes.  
23 These "mixed cause[s] of action [are] subject to the Anti-SLAPP statute if **at least**  
24 **one of the underlying acts is protected conduct**, unless the allegations of  
25 protected conduct are merely incidental to the unprotected activity." *Lauter v.*  
26 *Anoufrieva*, 642 F. Supp. 2d 1060, 1109 (C.D. Cal. 2008) (emphasis added); see  
27 also *Salma v. Capon*, 161 Cal. App. 4th 1275, 1287 (2008) (holding that a cause of

1 action based on both protected and unprotected activity under California's Anti-  
2 SLAPP statute is subject to an Anti-SLAPP motion); *Peregrine Funding, Inc. v.*  
3 *Sheppard Mullin*, 133 Cal. App. 4th 658, 675 (2005) (finding that because plaintiffs'  
4 claims "are based in significant part on [defendant's] protected petitioning  
5 activity," the first anti-SLAPP prong was satisfied"). Several of Ms. Williams's  
6 statements were unquestionably expressions of opinion, true, or made without  
7 knowledge of falsity. None of the statements on which Plaintiff premises liability  
8 are merely incidental to these protected statements, and thus all of Ms. Williams's  
9 statements are protected.

#### 10 **4.2 Plaintiff Cannot Show a Probability of Prevailing on His Claims**

11 NRS 41.660 defines a plaintiff's burden of proof as "the same burden of  
12 proof that a plaintiff has been required to meet pursuant to California's anti-  
13 Strategic Lawsuit Against Public Participation law as of the effective date of this  
14 act." NRS 41.665(2). Plaintiff cannot simply make vague accusations or provide  
15 a mere scintilla of evidence to defeat Ms. Williams's Motion. Rather, to satisfy his  
16 evidentiary burden under the second prong of the Anti-SLAPP statute, Plaintiff  
17 must present "substantial evidence that would support a judgment of relief made  
18 in the plaintiff's favor." *S. Sutter, LLC v. LJ Sutter Partners, L.P.*, 193 Cal. App. 4th  
19 634, 670 (2011); see also *Mendoza v. Wichmann*, 194 Cal. App. 4th 1430, 1449  
20 (2011) (holding that "substantial evidence" of lack of probable cause was  
21 required to withstand Anti-SLAPP motion on malicious prosecution claim). Plaintiff  
22 cannot make this showing as to any of his claims.

#### 23 **4.2.1 Ms. Williams's Statements are Absolutely Privileged**

24 Ms. Williams's statements to the NRED are absolutely protected under the  
25 litigation privilege. Statements made in quasi-judicial proceedings, such as those  
26 before administrative bodies, are absolutely privileged. See *Sahara Gaming*  
27 *Corp. v. Culinary Workers Union Local 226*, 115 Nev. 212, 217 (1999); see also *Lewis*

1 v. *Benson*, 101 Nev. 300, 301 (1985) (applying absolute privilege to citizen  
 2 complaint to internal affairs bureau against police officer). This privilege  
 3 completely bars any liability for statements made in the course of these  
 4 proceedings, **even if they are made maliciously and with knowledge of their**  
 5 **falsity**. See *Sahara Gaming*, 115 Nev. at 219. It is not “limited to the courtroom,  
 6 but encompasses actions by administrative bodies and quasi-judicial  
 7 proceedings. The privilege extends beyond statements made in the  
 8 proceedings, and includes statements made to initiate official action.” *Wise v.*  
 9 *Thrifty Payless, Inc.*, 83 Cal. App. 4th 1296, 1303 (2000) (holding absolute privilege  
 10 applied to husband’s report to the Department of Motor Vehicles regarding wife’s  
 11 drug use and its possible impact on her ability to drive); see also *Fink v. Oshins*, 118  
 12 Nev. 428, 433-34 (2002) (holding that “the privilege applies not only to  
 13 communications made during actual judicial proceedings, but also to  
 14 ‘communications preliminary to a proposed judicial proceeding’”).

15 “[The] absolute privilege exists to protect citizens from the threat of  
 16 litigation for communications to government agencies whose function it is to  
 17 investigate and remedy wrongdoing.” *Id. Wise*, 83 Cal. App. 4th at 1303.  
 18 “[C]ourts should apply the absolute privilege liberally, resolving any doubt ‘in  
 19 favor of its relevancy or pertinency,’” and district courts should “resolve[] any  
 20 doubt in favor of a broad application of the absolute privilege.” *Oshins*, 118 Nev.  
 21 at 434. Finally, the privilege applies to all claims based on the same set of facts:  
 22 “[i]f a statement is protected, either because it is true or because it is privileged,  
 23 that ‘protection does not depend on the label given the cause of action.’”  
 24 *Francis v. Dun & Bradstreet, Inc.*, 3 Cal. App. 4th 535, 540 (1992) (quoting *Reader’s*  
 25 *Digest Assn. v. Superior Court*, 37 Cal. 3d 244, 265 (1984)).

26 Though the Nevada Supreme Court apparently has not yet dealt with a  
 27 case applying the absolute privilege to claims against a realtor, California has



1 recognized that its similar absolute privilege applies to such circumstances. See  
 2 *King v. Borges*, 28 Cal. App. 3d 27, 34 (1972) (extending absolute privilege to  
 3 complaint against realtor filed with state division of real estate); see also *Vultaggio*  
 4 *v. Yasko*, 215 Wis. 2d 326, 334 (Wis. 1998) (noting Wisconsin extending absolute  
 5 privilege to “statements made to a real estate broker’s board”).

6 Nevada has found that establishing this absolute privilege requires two  
 7 elements to be satisfied: “(1) a judicial [or quasi-judicial] proceeding must be  
 8 contemplated in good faith and under serious consideration, and (2) the  
 9 communication must be related to the litigation.” *Jacobs v. Adelson*, 325 P.3d  
 10 1282, 1285 (Nev. 2014).<sup>6</sup> “Good faith” here is a low bar because the privilege  
 11 applies “even when the motives behind [the statements] are malicious and they  
 12 are made with knowledge of the communications’ falsity.” *Id.* This condition of  
 13 the absolute privilege is satisfied if the speaker makes a statement while seriously  
 14 considering litigation or a quasi-judicial proceeding, regardless of their motives.<sup>7</sup>

15 The FAC show this to be the case. Ms. Williams told Plaintiff in June 2017 she  
 16 planned to file a complaint against him, then did so two months later. To bolster  
 17 the strength of her complaint, at least initially, **the NRED found cause to discipline**  
 18 **Plaintiff** – albeit they later reversed course. (See **Exhibits 13-14.**) The privilege thus  
 19 applies even if every statement in the NRED Complaint was false and Ms. Williams  
 20 knew every statement to be false. See *Fitzgerald v. Mobile Billboards, Ltd. Liab.*  
 21 *Co.*, 416 P.3d 209, 211 (Nev. 2018) (noting that “the common law absolute  
 22 \_\_\_\_\_

23 <sup>6</sup> This privilege applies equally to lawyers and non-lawyers alike. See *Clark*  
 24 *Cty. Sch. Dist. V. Virtual Educ. Software, Inc.*, 125 Nev. 374, 383 (2009) (“VESI”).

25 <sup>7</sup> This requirement of the privilege is meant to prevent parties from abusing  
 26 the privilege by, for example, making defamatory statements in a demand letter  
 27 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.

1 privilege bars any civil litigation for defamatory statements even when the  
2 defamatory statements were published with malicious intent”).

3 The NRED Complaint is unquestionably absolutely privileged, even if Ms.  
4 Williams knew that every statement in it was false.<sup>8</sup> All of Plaintiff's claims must fail  
5 and he cannot show a probability of prevailing on them. But even if the absolute  
6 privilege did not apply, Plaintiff's claims fail on the merits.

#### 7 **4.2.2 Plaintiff's Defamation Claims Fail<sup>9</sup>**

8 To establish a cause of action for defamation, a plaintiff must allege: (1) a  
9 false and defamatory statement by the defendant concerning the plaintiff; (2) an  
10 unprivileged publication to a third person; (3) fault, amounting to at least  
11 negligence; and (4) actual or presumed damages. See *Wynn v. Smith*, 117 Nev.  
12 6, 10 (Nev. 2001); see also *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 718  
13 (2002). A statement is only defamatory if it contains a factual assertion that can  
14 be proven false. See *Pope v. Motel 6*, 114 P.3d 277, 282 (Nev. 2005).

15 A statement must include a false assertion of fact to be defamatory.  
16 “[M]inor inaccuracies do not amount to falsity unless the inaccuracies ‘would  
17 have a different effect on the mind of the reader from that which the pleaded  
18 truth would have produced.’” *Pegasus*, 118 Nev. at 715 n.17. If the “gist” or “sting”  
19 of a story is true, it is not defamatory even if some details are incorrect. *Masson v.*  
20 *New Yorker Magazine, Inc.*, 501 U.S. 496, 517 (1991). None of the nits in the  
21 amended complaint rise to a level of actionability.

22 A statement of opinion cannot be defamatory, as the First Amendment  
23 recognizes that there is no such thing as a “false” idea. See *Pegasus v. Reno*

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25 <sup>8</sup> This, of course, is not the case, as Ms. Williams believed every statement in  
26 the complaint to be true. (See Williams Decl. at ¶ 36.)

27 <sup>9</sup> Plaintiff's first two causes of action are for defamation and defamation  
per se. The same analysis applies to both.

1 *Newspapers, Inc.*, 118 Nev. 706, 714 (Nev. 2002); see also *Gertz v. Robert Welch,*  
2 *Inc.*, 418 U.S. 323, 339 (1974). An “evaluative opinion” cannot be defamatory,  
3 either. See *People for the Ethical Treatment of Animals v. Bobby Berosini, Ltd.*, 11  
4 Nev. 615, 624-25 (1995) (finding that claiming depictions of violence towards  
5 animals shown in video amounted to “abuse” was protected as opinion)  
6 (modified on unrelated grounds in *City of Las Vegas Downtown Redevelopment*  
7 *Agency v. Hecht*, 113 Nev. 644, 650 (Nev. 1997)). Such an opinion is one that  
8 “convey[s] the publisher’s judgment as to the quality of another’s behavior, and  
9 as such, it is not a statement of fact.” *Id.* at 624. To determine whether a  
10 statement is one of protected opinion or an actionable factual assertion, the  
11 court must ask “whether a reasonable person would be likely to understand the  
12 remark as an expression of the source’s opinion or as a statement of existing fact.”  
13 *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 715 (Nev. 2002).

14 As explained in Section 4.1.2, *supra*, the vast majority of the statements in  
15 the FAC which contain factual assertions are true or substantially true, and are  
16 not defamatory. This only leaves the statements that Plaintiff’s conduct described  
17 in the NRED Complaint was racist, sexist, unprofessional, and unethical. These are  
18 statements of opinion which cannot support a defamation claim.

19 It hardly requires explaining that “racist,” “sexist,” and “unprofessional” are  
20 extremely vague terms that lack a precise meaning, and which any number of  
21 readers could interpret in any different number of ways. Merely accusing  
22 someone of being racist or discriminatory “is no more than meaningless name  
23 calling” and is not defamatory. See *Overhill Farms, Inc. v. Lopez*, 190 Cal. App.  
24 4th 1248, 1262 (2010) (citing *Stevens v. Tillman*, 855 F.2d 394, 402 (7th Cir. 1988)).  
25 Calling someone “sexist” is likewise purely a statement of opinion. See *Hanson v.*  
26 *County of Kitsap*, 2014 U.S. Dist. LEXIS 89036, \*15-16 (W.D. Wash. June 30, 2014)  
27 (finding statement that plaintiff made a “sexist response” was expression of non-

1 actionable opinion). So too is the term “unprofessional.” See *Moldea v. New York*  
2 *Times Co.*, 22 F.3d 310 (D.C. Cir. 1994) (finding that criticisms of a journalist's  
3 “sloppy journalism” and unprofessional techniques were not defamatory).

4 “Unethical” is arguably susceptible to a defamatory meaning if it implies  
5 false, undisclosed facts. But that is not what happened here. The NRED  
6 Complaint lays out precisely what conduct Ms. Williams alleged was unethical,  
7 and Plaintiff does not dispute he engaged in any such conduct. Plaintiff disagrees  
8 that his conduct was unethical, but Ms. Williams's evaluative opinion of it is non-  
9 actionable because she disclosed the facts on which she based her opinion. See  
10 *Berosini*, 11 Nev. at 624-25. The facts here are similar to those in *IQTAXX, LLC v.*  
11 *Boling*, 44 Med.L.Rptr. 1561 (Nev. Dist. Ct. 2016), where an individual published a  
12 review of a tax preparation company containing undisputed facts and then  
13 concluding that the company's conduct constituted “MALPRACTICE!” The court  
14 found that this constituted an opinion based on disclosed facts and was thus not  
15 defamatory. See *id.* at 1565. To the extent “racist,” “sexist,” or “unprofessional”  
16 are not statements of pure opinion, they are also expressions of evaluative opinion  
17 based on disclosed facts.

18 None of Ms. Williams's statements are capable of defamatory meaning  
19 and are thus protected under the First Amendment. Plaintiff cannot show a  
20 probability of prevailing on his defamation claims.

#### 21 **4.2.3 Plaintiff's Business Disparagement Claim Fails**

22 A defamation action concerns statements that injure a plaintiff's personal  
23 reputation, while a business disparagement claim concerns statements regarding  
24 the quality of the plaintiff's goods or services. “Thus, if a statement accuses an  
25 individual of personal misconduct in his or her business or attacks the individual's  
26 business reputation, the claim may be one for defamation per se; however, if the  
27 statement is directed towards the quality of the individual's product or services,

1 the claim is one for business disparagement." *VESI*, 125 Nev. at 385-86. Plaintiff  
2 attempts to plead a claim for defamation, not business disparagement. Ms.  
3 Williams's NRED Complaint clearly makes claims targeted at Plaintiff's personal  
4 character, not the quality of Plaintiff's services as a realtor, and the statements at  
5 issue could only possibly harm Plaintiff's personal reputation. Ms. Williams's  
6 statements are not of the character that a claim for business disparagement is  
7 concerned with. Even if they were, though, the claim still fails. A business  
8 disparagement claim requires falsity and a lack of privilege, in addition to a higher  
9 malice requirement and proof of special damages. See *id.* at 386. This claim thus  
10 fails for the same reasons the defamation claims fail.

#### 11 **4.2.4 Plaintiff's Intentional Infliction of Emotional Distress Claim Fails**

12 To establish a cause of action for intentional infliction of emotional distress,  
13 Plaintiff must affirmatively prove: "(1) extreme and outrageous conduct with  
14 either the intention of, or reckless disregard for, causing emotional distress, (2) the  
15 plaintiff's having suffered severe or extreme emotional distress, and (3) actual or  
16 proximate causation." *Olivero v. Lowe*, 116 Nev. 395, 398-99 (2000) (citing *Star v.*  
17 *Rabello*, 97 Nev. 125, 126 (1981) (citations omitted). "Extreme and outrageous  
18 conduct is that which is outside all possible bounds of decency and is regarded  
19 as utterly intolerable in a civilized community." *Maduik v. Agency Rent-A-Car*,  
20 114 Nev. 1, 4 (1998). The bar for establishing extreme and outrageous conduct is  
21 high, and not every statement that one finds personally upsetting may provide  
22 the basis for liability. See *Cehade Refai v. Lazaro*, 614 F. Supp. 2d 1103, 1121-22  
23 (D. Nev. 2009). Harm is only recognized for this tort if "the stress [is] so severe and  
24 of such intensity that no reasonable person could be expected to endure it."  
25 *Alam v. Reno Hilton Corp.*, 819 F. Supp. 905, 911 (D. Nev. 1993).

26 First, Plaintiff's claim fails because the majority of the statements at issue are  
27 undeniably true, and an IIED claim cannot be premised on a true statement. See

1 *Dun & Bradstreet*, 3 Cal. App. 4th at 540. Second, Plaintiff cannot prove the  
2 elements of an IIED claim. There is nothing extreme or outrageous about Ms.  
3 Williams's conduct. She followed the NRED's procedures for submitting a  
4 complaint against a licensed realtor, and the NRED felt the allegations were  
5 sufficient initially to impose discipline on him. And as explained above, Ms.  
6 Williams's statements were either true or statements of opinion. There is nothing  
7 extreme about telling an executive body tasked with overseeing realtors about  
8 the actual or perceived misconduct of a realtor. Even if Ms. Williams's statements  
9 were false, they amount to nothing more than minor insults which cannot make  
10 out an IIED claim. Furthermore, there is nothing particularly severe or extreme  
11 about the stress Plaintiff alleges. Having to spend time responding to the NRED is  
12 not stress so severe and of such intensity that no reasonable person could be  
13 expected to endure it." *Alam*, 819 F. Supp. at 911. Plaintiff's IIED claim fails.

14 **4.3 Plaintiff's Negligence Claim Fails**

15 Plaintiff's negligence claim is completely subsumed by his defamation  
16 claims. Negligence is already an element of a defamation claim, and so this is  
17 duplicative of Plaintiff's other claims and must be dismissed.

18 **5.0 CONCLUSION**

19 For the foregoing reasons, the Court should dismiss all of Plaintiff's claims  
20 with prejudice and award both Ms. Williams's costs and reasonable attorneys'  
21 fees, as well as award her \$10,000, to be sought by separate motion.  
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DATED October 22, 2019.

Respectfully submitted,

/s/ Alex J. Shepard

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Case No. A-19-797156-C

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of October 2019, I served a true and correct copy of the foregoing document via the Eighth Judicial District Court's Odyssey electronic filing system:

/s/ Crystal C. Sabala  
Employee,  
Randazza Legal Group

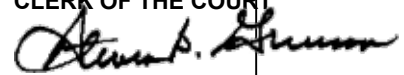
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10  
11 **EIGHTH JUDICIAL DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **CHARLES "RANDY" LAZER,**

14 Plaintiff,

15 vs.

16 **DAPHNE WILLIAMS,**

17 Defendants.

Case No. A-19-797156-C

Dept. XV

HEARING REQUESTED

**STATEMENT OF FACTS IN SUPPORT OF  
DEFENDANT DAPHNE WILLIAMS'S ANTI-  
SLAPP SPECIAL MOTION TO DISMISS  
FIRST AMENDED COMPLAINT UNDER  
NRS 41.660**

18 For the sake of simplicity, the below document is the Statement of Facts in  
19 support of Defendant Daphne Williams's Anti-SLAPP Special Motion to Dismiss  
20 Plaintiff Charles "Randy" Lazer's First Amended Complaint Under NRS 41.660. The  
21 combined length of the body of this Statement of Facts and the Memorandum in  
22 Support of the Anti-SLAPP Motion does not exceed 30 pages, excluding exhibits.

## STATEMENT OF FACTS

In 2017, Plaintiff represented Ms. Williams's former landlord, Rosane Cardoso Ferreira, formerly Rosane Krupp ("Rosane" or the "Seller"), in a transaction for the sale of real estate, specifically a condominium unit; Rosane 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.) On May 21, 2017, Ms. Williams signed a Residential Purchase Agreement ("RPA") for the sale of the condo. (See RPA, attached as Exhibit 2.) On August 23, 2017, Ms. Williams filed a Statement of Fact with the NRED (the "NRED Complaint") regarding Plaintiff's conduct during and after the process of purchasing the condo, as described below. (See Williams Decl. at ¶ 35; see also NRED Complaint, attached as Exhibit 3.)

### **1.0 Plaintiff's May 13, 2017 Sexist Statement**

On or around May 13, 2017, while taking pictures of the condo 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." (Williams Decl. at ¶ 5.) Ms. Williams considered the implications in this statement to be that she was not successful already, and was living off of her brother's income. Ms. Williams considered such assumptions to be sexist. (See *id.* at ¶ 6.) Plaintiff does not dispute that he said this. He only quarrels with Ms. Williams' opinion that it was racist, sexist, or unprofessional. (See FAC at ¶ 24.)

### **2.0 Plaintiff's Disclosure of Confidential Information**

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 how he and the Seller met and the commission Plaintiff was charging for the transaction. (See Williams Decl. at ¶¶ 7-8.) Ms. Williams

1 understood that, as the Seller's realtor, Plaintiff had a duty to maintain the  
 2 confidentiality of this information, and that disclosing it to Ms. Williams was  
 3 unethical or, at the very least, unprofessional. (See *id* at ¶ 9.) Plaintiff admits or  
 4 does not dispute the majority of this, instead claiming he could disclose it. But this  
 5 is merely a disagreement with Ms. Williams's non-actionable opinion.

6 Plaintiff only disputes that he told Ms. Williams he and the Seller met on an  
 7 online dating web site. He does not dispute the other statements in the NRED  
 8 complaint, that the Seller asked for his help in moving in January 2017 and that,  
 9 when the Seller broke up with her last boyfriend, she contacted Plaintiff to help  
 10 "move her things back from Tonopah to Las Vegas." (**Exhibit 3** at pg. 1.) Ms.  
 11 Williams contemporaneously called her mother, Kathryn Harris, and relayed these  
 12 details of the conversation with her. (See Declaration of Kathryn Harris ["Harris  
 13 Decl."], attached as **Exhibit 4**, at ¶¶ 3-4.)

14 Plaintiff admitted in his response to the NRED that he and the Seller were  
 15 "very, very good and caring friends," and that he and the Seller lived together for  
 16 several weeks. (See Plaintiff response to the NRED, attached as **Exhibit 5**, at 14-  
 17 16.)<sup>1</sup> He claimed to the NRED that the Seller already provided this information to  
 18 Ms. Williams prior to May 13, 2017, but he admitted to telling Ms. Williams this  
 19 information. (See *id.* at 16.) Ms. Williams was not aware of any authorization to  
 20 share this information. (See Williams Decl. at ¶ 9.)

### 21 **3.0 Plaintiff's Admitted Practice of Contacting Appraisers Prior to Appraisal**

22 At various points in 2017, Plaintiff informed Ms. Williams's loan officer that, in  
 23 the course of his work as a real estate agent, he had contacted real estate

24 \_\_\_\_\_  
 25 <sup>1</sup> Plaintiff's response was dated August 31, 2017. As discussed in Section 8.0,  
 26 *infra*, the NRED initially imposed a fine on Plaintiff after finding he violated Nevada  
 27 statutes and ethical codes, but did not pursue the case further after Plaintiff  
 appealed the NRED's decision. This August 2017 response is thus not likely the only  
 communication Plaintiff sent to the NRED.

1 appraisers and given them information to influence their appraisal of property for  
2 which he was acting as a broker prior to these individuals conducting their  
3 appraisal. (See Williams Decl. at ¶ 11; see also emails submitted with NRED  
4 Complaint, attached as **Exhibit 6**, at pp. 1-4.) Plaintiff admits he does this, and  
5 claims only that it is not unethical to do so. But this, again, is merely a  
6 disagreement with Ms. Williams's non-actionable opinion.

7 Prior to August 23, 2017 and after learning of this, Ms. Williams spoke with  
8 employees of the NRED regarding this practice, and they informed her real estate  
9 agents are not supposed to do this. (See Williams Decl. at ¶ 12.) Upon learning  
10 this information, Ms. Williams subjectively considered Plaintiff's claimed practice  
11 of contacting real estate appraisers to be unethical and unprofessional. (See *id.*)  
12 Plaintiff admits that he engaged in this practice. (See FAC at ¶ 26.) The only  
13 quarrel here is with Ms. Williams' subjective belief that a realtor for a seller should  
14 not be working to influence an appraiser.

#### 15 **4.0 Ms. Williams Allowed Removal of Property from the Condo**

16 Plaintiff claims that Ms. Williams lied when she told the NRED that Plaintiff  
17 falsely stated she did not allow the Seller's "movers" into the condo to remove the  
18 Seller's property. But Ms. Williams did allow these people in, and the only  
19 remaining items of property are fixtures that were sold along with the condo.

20 During the course of the sale of the condo, Ms. Williams allowed multiple  
21 individuals to remove furniture from the condo at the Seller's request. (See  
22 Williams Decl. at ¶ 13.) Plaintiff does not dispute that he claimed Ms. Williams did  
23 not allow movers into the condo. (See FAC at ¶ 27.) Rather, Plaintiff claims that  
24 Ms. Williams lied in her complaint to the NRED because she did not allow unknown  
25 third parties unrestricted access to the condo to remove property. But that is not  
26 the assertion Ms. Williams relayed in her NRED complaint.

27

1 The reason Ms. Williams wanted to place restrictions on the ability of third  
 2 parties to remove property from the condo is that Ms. Williams lives alone and she  
 3 did not want strangers coming to her residence any time they pleased.<sup>2</sup> (See  
 4 Williams Decl. at ¶ 14.) Due to her work schedule, she also was not able to make  
 5 herself available on short notice to coordinate the moving of furniture from the  
 6 condo. (See *id.* at ¶ 15.) She informed Plaintiff of this in June 2017 when she  
 7 explained her basis for not signing the proposed addendum to the Residential  
 8 Purchase Agreement RPA requiring her to grant undefined “reasonable access”  
 9 to third parties to remove property. (See June 27, 2017 email exchange between  
 10 Plaintiff and Ms. Williams, attached as **Exhibit 7**.) Plaintiff admitted to the NRED  
 11 that, regarding any property which Ms. Williams may have initially not allowed a  
 12 third party to remove (at their convenience, as opposed to hers), she later  
 13 allowed its removal at a time that worked for her. (See **Exhibit 5** at 11.)<sup>3</sup>

14 Plaintiff refers to unspecified items of the Seller's property that remain in the  
 15 condo. (See FAC at ¶ 27.) These items are a wall-mounted shelf and television  
 16 bracket. (See Williams Decl. at ¶ 16; **Exhibit 5** at 11, 17, 22-23.) It was and is Ms.  
 17 Williams's understanding that these items constitute “fixtures” that were sold along  
 18 with the condo and which Ms. Williams was not required to return to the Seller.  
 19 (See Williams Decl. at ¶ 16; see **Exhibit 2** at pg. 2 of 10, ¶ 4.)

## 20 **5.0 Plaintiff Did Not Send a Fully Executed Contract to Ms. Williams**

21 Plaintiff claims Ms. Williams lied by claiming that Plaintiff never sent her a  
 22 fully executed copy of the RPA. But it is true that Plaintiff never sent her a fully  
 23

---

24 <sup>2</sup> Ms. Williams's reasons for refusing to sign the addendum are relevant only  
 25 to the extent the Court finds it relevant that her refusal is somehow an admission  
 she did not allow the Seller to remove her property from the condo.

26 <sup>3</sup> Plaintiff was not personally involved in the removal of furniture or personal  
 27 items from the condo, and thus does not have any first-hand knowledge on this  
 subject. (See Williams Decl. at ¶ 13.)

1 executed copy signed by all the parties, and because of this she did not receive  
2 such a copy until after the close of escrow. This statement is true.

3 On May 18, 2017, Plaintiff sent an email purportedly attaching a copy of  
4 the RPA with the Seller's signature. (See FAC at ¶ 28.) Ms. Williams was unable to  
5 print this version of the RPA and sign it. (See Williams Decl. at ¶ 17.) Because of  
6 this, she asked Plaintiff to meet her at a Whole Foods location with a printed  
7 version of the RPA that she could review and sign. (See *id.* at ¶ 18.) They met at  
8 a Whole Foods on May 21, 2017 and Ms. Williams signed the RPA at this time. (See  
9 *id.*) The copy that she signed did not have the Seller's signature on it, and she  
10 added additional terms to the RPA prior to signing it. (See *id.* at ¶¶ 18-19.)

11 Ms. Williams understood that, because she added additional terms to the  
12 RPA, Plaintiff would have to allow the Seller to review this version of the RPA before  
13 signing it. (See *id.* at ¶ 20) During this meeting on May 21, Plaintiff told Ms. Williams  
14 he would send her a fully executed version of the RPA signed by all parties. (See  
15 *id.*) Plaintiff never sent Ms. Williams a fully executed copy of the RPA, nor did he  
16 tell her she should request a fully executed copy from a third party, such as her  
17 loan officer or a title company. (See *id.*) If she had received such an instruction  
18 she would have requested a copy of the fully executed RPA from a third party  
19 immediately. (See *id.*)<sup>4</sup> Because Plaintiff did not send her a fully executed copy  
20 of the RPA,<sup>5</sup> she did not receive one until requesting it from Ticor Title Insurance on  
21 July 31, 2017. (See Williams Decl. at ¶ 21; see also **Exhibit 6** at p. 6.)

22 \_\_\_\_\_  
23 <sup>4</sup> Plaintiff sent a fully executed copy of the RPA to Ms. Williams's loan officer,  
24 Bryan Jolly, on May 23, 2017. (See Declaration of Bryan Jolly, attached as **Exhibit**  
25 **8**, at ¶ 17.) As a matter of professional practice, he assumed that Plaintiff had  
26 already sent the RPA to Ms. Williams and thus had no reason to forward it to Ms.  
27 Williams or inquire as to whether she had received it. (See *id.*)

<sup>5</sup> Plaintiff additionally did not provide Ms. Williams with a receipt for earnest  
money paid pursuant to the RPA. (See Williams Decl. at ¶ 22.) Plaintiff admits this.  
(See FAC at ¶ 29.)

1 **6.0 Ms. Williams Was Not Responsible for Delays in Closing Escrow**

2 Plaintiff claims Ms. Williams lied when she told the NRED that Plaintiff falsely  
3 claimed she was to blame for having to extend the close of escrow deadline  
4 multiple times. But Ms. Williams's statement was true, as Plaintiff's assertion on this  
5 point was, and is, false. Third parties, not Ms. Williams, were responsible for the  
6 delays in closing escrow, and Ms. Williams was extremely quick to make necessary  
7 payments and provide necessary documents.

8 One of the conditions for consummating the sale of the condo was the  
9 close of escrow, i.e., finalizing and confirming that Ms. Williams had secured  
10 financing for the purchase of the condo. This was initially scheduled to take place  
11 on June 30, 2017. (See **Exhibit 2** at 3 of 10, ¶ 5(C).)

12 The road to closing escrow involved several steps. First, Ms. Williams was not  
13 obligated to proceed with the purchase of the condo unless the appraisal for the  
14 condo concluded it was worth an amount greater than or equal to the purchase  
15 price of \$86,000. (See **Exhibit 2** at p. 1 of 10, ¶ 1(G), and p. 2 of 10, ¶ 2(B).) The  
16 Seller was responsible for paying for the appraisal of the condo, and on May 30,  
17 2017, Mr. Jolly sent Plaintiff a form for payment of the appraisal. (See Jolly Decl.  
18 at ¶ 9 and *Exhibit A* at 7.) At Plaintiff's request, Mr. Jolly then scheduled the  
19 appraisal of the condo as quickly as possible once the Seller paid for the  
20 appraisal. (See *id.* at ¶ 10.) Due to scheduling issues with the appraiser, the  
21 appraisal did not take place until June 7, 2017. (See Williams Decl. at ¶ 25; see  
22 June 1, 2017 email from Mr. Jolly to Ms. Williams, attached as **Exhibit 9**; see Jolly  
23 Decl. at ¶ 10 and *Exhibit A* at 12.) Mr. Jolly received the appraiser's report on June  
24 9, 2017 and forwarded it to Plaintiff. (See Jolly Decl. at ¶ 10 and *Exhibit A* at 18.)

25 In contracts for the sale of condo units, the purchaser must order, fill out,  
26 and submit a document called a "condo questionnaire." (See *id.* at ¶ 5.)  
27 Ordering this document requires payment of a non-refundable fee. (See *id.* at ¶

1 7.) Because this payment was non-refundable and Ms. Williams would not be  
 2 obligated to purchase the condo unless the appraisal came in at or above the  
 3 purchase price, she chose not to order the questionnaire until the appraisal report  
 4 came in. (See Williams Decl. at ¶ 24.)<sup>6</sup> She ordered the condo questionnaire on  
 5 June 10, 2017. (See *id.* at ¶ 25.) She did not make a request for expedited delivery  
 6 of the questionnaire, as doing so would have cost significantly more money and  
 7 Mr. Jolly informed her the normal turnaround time for standard delivery was one  
 8 week. (See *id.* at ¶ 26; see Jolly Decl. at ¶¶ 5-6.) Ms. Williams's decision was  
 9 common for purchasers. (See Jolly Decl. at ¶ 6.) Ms. Williams and Mr. Jolly  
 10 received the condo questionnaire on June 23, 2017, and Mr. Jolly informed  
 11 Plaintiff of its arrival on that day. (See *id.* at ¶ 12 and *Exhibit A* at 22.)<sup>7</sup>

12 The close of escrow had to be extended multiple times from June 30 to,  
 13 eventually, July 24, 2017. This was not due to any negligence of Ms. Williams, but  
 14 rather because the original and amended close of escrow dates fell near July 4.  
 15 (See Williams Decl. at ¶ 27; Jolly Decl. at ¶ 14.) Several employees at the loan  
 16 company Ms. Williams used, Alterra Home Loans ("Alterra"), took vacations  
 17 around this time, leaving Alterra short-staffed. (See Jolly Decl. at ¶ 14.) Once it  
 18 became apparent that there would be difficulties in meeting the close of escrow  
 19 deadlines, Alterra management became involved to speed up the processing  
 20 and closing of Ms. Williams's loan. (See *id.*) The last time Alterra asked for  
 21 information and documents from Ms. Williams was July 12, 2017, and Ms. Williams  
 22 provided these documents within a few hours of this request. (See Williams Decl.

23 \_\_\_\_\_  
 24 <sup>6</sup> Mr. Jolly informed Plaintiff of Ms. Williams's decision regarding the timing  
 25 of ordering the condo questionnaire. (See Jolly Decl. at ¶ 11.) Plaintiff apparently  
 26 did not find this decision to be cause for concern, as he told Ms. Williams that  
 "[t]hings are moving well" regarding the sale of the condo on June 15, 2017. (See  
 June 15, 2017 email from Plaintiff, attached as **Exhibit 10.**)

27 <sup>7</sup> The RPA was silent as to when Ms. Williams had to request a condo  
 questionnaire or what delivery option to choose. (See, generally, **Exhibit 2.**)



1 at ¶ 28; see also July 12, 2017 email from Mr. Jolly, attached as **Exhibit 11**.) In fact,  
 2 Ms. Williams contemporaneously expressed her dissatisfaction with the delays in  
 3 closing escrow to Alterra. (See Williams Decl. at ¶ 28; see also July 23 and 25, 2017  
 4 emails between Ms. Williams and Alterra, attached as **Exhibit 12**.)

5 Despite all this, Plaintiff claimed several times during the course of the sale  
 6 of the condo that Ms. Williams was to blame for the delays in the close of escrow.  
 7 (See, generally, Jolly Decl. at *Exhibit A*.) Regardless of whether Plaintiff knew he  
 8 was wrong, his statements on this issue were false.

9 **7.0 Ms. Williams's June 27, 2017 Text Message and Conversation**

10 Plaintiff claims Ms. Williams lied when she relayed the contents of a  
 11 conversation she had with the Seller on June 27, 2017 to the NRED. But Ms. Williams  
 12 had this conversation with the Seller and contemporaneously told her mother  
 13 what the Seller told, consistent with what Ms. Williams reported to the NRED.  
 14 Plaintiff disputes that this statement is true, but he has nothing to show Ms. Williams  
 15 made it with knowing falsity.

16 At several points during the course of the sale of the condo, Plaintiff sent  
 17 Mr. Jolly communications that Ms. Williams and Mr. Jolly considered  
 18 unprofessional. (See Williams Decl. at ¶ 33; Jolly Decl. at ¶¶ 15-16 and *Exhibit A* at  
 19 35-36.) By June 27, 2017, Ms. Williams had become frustrated with Plaintiff's  
 20 conduct and the fact that the property had not yet been sold. (See Williams  
 21 Decl. at ¶ 29.) On that day, she sent a text message to Plaintiff telling him to stop  
 22 his racist, sexist, and unprofessional behavior that was interfering with the Seller  
 23 and Ms. Williams closing the sale of the condo, and that if he refused to do so she  
 24 would have no recourse but to file a complaint with the Nevada Board of Realtors  
 25 and HUD pointing out his unethical and unprofessional behavior. (See *id.*)

26 On June 27, 2017, the Seller called Ms. Williams and told Ms. Williams that  
 27 Plaintiff had instructed the Seller to tell Ms. Williams to apologize for her text

1 message to Plaintiff. (See Williams Decl. at ¶ 30.) The Seller also said during this  
2 call that Plaintiff had ulterior motives in acting as her real estate agent and that  
3 he was trying to sabotage the transaction. (See *id.*) Ms. Williams  
4 contemporaneously informed her mother of the contents of this conversation.  
5 (See Harris Decl. at ¶ 7.)

6 Immediately after Ms. Williams sent the June 27 text message, Plaintiff  
7 began acting erratically and aggressively, including by sending baffling and  
8 unprofessional communications to Mr. Jolly about how he couldn't possibly be  
9 racist. (See Williams Decl. at ¶ 34; Jolly Decl. at ¶ 16 and *Exhibit A* at 35-36.) He  
10 also started making legal threats against Ms. Williams and accusing her of  
11 extortion based on her text message. (See Williams Decl. at ¶ 34.)

## 12 **8.0 The NRED Complaint and Subsequent Harassment**

13 Aside from the above-mentioned conduct, Plaintiff was consistently rude  
14 and unprofessional to Ms. Williams throughout 2017. (See *id.* at ¶ 33.) Ms. Williams  
15 sincerely believes she would not have been subjected to this kind of treatment  
16 had she not been an African-American woman. (See *id.*)

17 Escrow closed on July 24, 2017 and the sale of the condo was finally  
18 complete. (See Williams Decl. at ¶ 32.) Despite this, Plaintiff continued to threaten  
19 Ms. Williams with litigation if she did not apologize for her June 27 text message  
20 and pay him for his alleged time lost in responding to it. (See *id.*) Ms. Williams  
21 retained counsel due to the unrelenting and unhinged nature of Plaintiff's  
22 conduct. (See *id.* at ¶ 34.)

23 Due to Plaintiff's conduct during the course of the sale of the condo, Ms.  
24 Williams decided to submit the NRED Complaint on August 23, 2017, a month after  
25 the close of escrow. (See *id.* at ¶ 35.) She submitted the NRED Complaint  
26 because she wanted to inform the NRED of Plaintiff's behavior so that the NRED  
27 could take corrective action against Plaintiff if it felt such was warranted. (See *id.*

1 at ¶ 37.) Ms. Williams believed at that time, and still believes today, that every  
2 statement she made in the complaint was either true or an expression of her  
3 opinion of Plaintiff and his conduct. (See *id.* at ¶¶ 35-36.)

4 Shortly after Ms. Williams submitted the NRED Complaint, Plaintiff sent a  
5 lengthy response to the NRED repeatedly accusing her of extortion and perjury.  
6 (See **Exhibit 5**.) He then sent copies of this response to several employees and  
7 directors of Ms. Williams's employer, Southwest Gas, again accusing her of fraud  
8 and extortion.<sup>8</sup> Plaintiff's continued unstable behavior made Ms. Williams (and  
9 her mother) fear for her safety and she contemplated seeking a restraining order  
10 against Plaintiff. (See Williams Decl. at ¶¶ 39-40; see also Harris Decl. at ¶ 9.)

11 The NRED initially determined, based on its investigation of the NRED  
12 Complaint, that Plaintiff had violated Nevada statutes and NAC 645. (See  
13 Williams Decl. at ¶ 38; see also April 24-25, 2018 email correspondence between  
14 Ms. Williams and the NRED, attached as **Exhibit 13**; and see March 21, 2019 letter  
15 from the NRED, attached as **Exhibit 14**.) Plaintiff appealed this initial finding,  
16 however, which caused the NRED's legal counsel to review the file and make an  
17 assessment. (See **Exhibits 13-14**.) The NRED's legal counsel with this initial  
18 assessment and, around April 2018, the NRED was left with no choice but to close  
19 the case. (See Williams Decl. at ¶ 38; **Exhibits 13-14**.)<sup>9</sup> Leading up to filing this  
20  
21  
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24 <sup>8</sup> Ironically, Plaintiff's false accusation of Ms. Williams committing multiple  
25 crimes published to third parties unrelated to any official proceeding likely *did*  
constitute defamation.

26 <sup>9</sup> Contrary to Plaintiff's assertions, the NRED neither dismissed its findings of  
27 Plaintiff's statutory and ethical violations, nor was Plaintiff "cleared of any  
wrongdoing." (Compare FAC at ¶ 32 and **Exhibit 14**.)

1 lawsuit, Plaintiff continued to send threatening and harassing communications to  
2 Ms. Williams. (See Williams Decl. at ¶¶ 39-40.)  
3

4 DATED October 22, 2019.

Respectfully submitted,

5 /s/ Alex J. Shepard

6 Marc J. Randazza (NV Bar No. 12265)

7 Alex J. Shepard (NV Bar No. 13582)

8 RANDAZZA LEGAL GROUP, PLLC

2764 Lake Sahara Drive, Suite 109

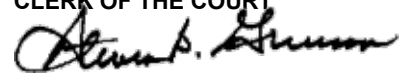
Las Vegas, NV 89117

9 Attorneys for Defendant

10 *Daphne Williams*  
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# EXHIBIT 1

Declaration of Daphne Williams

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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

**DECLARATION OF DAPHNE  
WILLIAMS IN SUPPORT OF ANTI-  
SLAPP SPECIAL MOTION TO DISMISS  
FIRST AMENDED COMPLAINT  
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 Plaintiff Charles “Randy” Lazer’s First Amended Complaint Under NRS 41.660 (the “Anti-SLAPP Motion”).

3. I am an African-American woman.

1           4.       In 2017 my former landlord, Rosane Krupp (“Rosane” or the “Seller”), asked me if  
2 I wanted to purchase property at 1404 Kilimanjaro Lane, Unit 202, Las Vegas, Nevada 89128,  
3 specifically a condominium unit. Plaintiff represented the Seller regarding the sale of this  
4 property. I did not retain a real estate agent for this transaction. On May 21, 2017, I signed a Real  
5 Estate Purchase Agreement (“RPA”) for the purchase of the condo.

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

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

12          7.       Also on May 13, 2017, Plaintiff shared several pieces of personal information about  
13 Ms. Krupp with me that I did not previously know. This included him telling me that the Seller  
14 asked for his help in moving in January 2017 and that, when the Seller broke up with her last  
15 boyfriend, she contacted Plaintiff to help move her things back from Tonopah to Las Vegas.

16          8.       During this May 13, 2017 conversation, Plaintiff also told me the commission he  
17 was charging for the transaction.

18          9.       I understood that, as Ms. Krupp’s realtor, Plaintiff had a duty to maintain the  
19 confidentiality of this information, and that disclosing it to me was unethical or, at the very least,  
20 highly unprofessional. Plaintiff did not tell me he had the Seller’s authorization to tell me this  
21 information, nor did I believe he had such authorization.

22          10.       Shortly after this conversation, I called my mother, Kathryn Harris, and informed  
23 her of what Plaintiff told me.

24          11.       At various points in 2017, Plaintiff informed my loan officer, Bryan Jolly (who is  
25 African-American), that in the course of his work as a real estate agent, he had contacted real estate  
26 appraisers and given them information to assist with their appraisal of property for which he was  
27

1 acting as a broker prior to these individuals conducting their appraisal. Prior to August 23, 2017,  
2 Mr. Jolly sent an email from Plaintiff to me in which Plaintiff confirmed this practice of his.

3 12. Prior to August 23, 2017, I spoke with employees of the State of Nevada  
4 Department of Business and Industry, Real Estate Division (the "Division") regarding this  
5 practice, and they informed me real estate agents are not supposed to do this. Upon learning this  
6 information, I considered Plaintiff's claimed practice of contacting real estate appraisers to be  
7 unethical and highly unprofessional.

8 13. During the course of the sale of the condo, I allowed multiple individuals to remove  
9 furniture from the property at the Seller's request. Despite this, Plaintiff falsely claimed that I did  
10 not let the Seller's "movers" remove furniture from the property. Plaintiff was not involved in,  
11 nor did he coordinate, the removal of furniture or personal items from the property and was thus  
12 not in a position to know about my conduct in allowing people to remove furniture.

13 14. As the sale of the condo proceeded, Plaintiff asked me to sign an addendum to the  
14 RPA that would require me to provide unspecified individuals whom I did not know "reasonable  
15 access" to the condo to remove the Seller's property from it. I asked Plaintiff what he meant by  
16 "reasonable access," which he said meant allowing these strangers into the condo with 24-48  
17 hours' notice.

18 15. I live alone and was not comfortable with the idea of strangers entering my  
19 residence on such short notice. Additionally, my work schedule made it impractical for me to  
20 provide access to the condo on the requested notice. For these reasons, I rejected the proposed  
21 addendum.

22 16. I allowed individuals authorized by the Seller to remove all of the Seller's personal  
23 property from the condo. The "personal property" allegedly belonging to the Seller referred to in  
24 Plaintiff's First Amended Complaint consists of a television bracket and a shelf mounted to the  
25 walls of the condo. My understanding as of August 23, 2017, and as of today, is that these items  
26 are fixtures of property that were sold along with the condo unit itself, and not personal property  
27 that needed to be returned to the Seller.



1           17.     In my August 23, 2017 complaint to the State of Nevada Department of Business  
2 and Industry, Real Estate Division (the “Division”), I asserted that Plaintiff did not send me a  
3 signed copy of the real estate contract for the sale of property at 1404 Kilimanjaro Lane, Unit 202,  
4 Las Vegas, Nevada 89128. This statement is true. While Plaintiff did email me a series of .jpg  
5 files containing images of separate pages of the contract with the signature of the Seller, I was  
6 unable to print these pages and sign them.

7           18.     I informed Plaintiff of these technical difficulties and we agreed to meet at a Whole  
8 Foods store, where he would bring a copy of the RPA so that I could sign it. We met at the store  
9 on May 21, 2017 and I signed a copy of the RPA. The copy I signed, however, did not have the  
10 Seller’s signature on it.

11           19.     The copy of the RPA I signed included additional terms not present in the copy  
12 Plaintiff sent me via email in May 2017. For example, the copy I signed included handwritten  
13 descriptions of personal property sold along with the condo unit and the date by which I was  
14 required to accept the offer of sale.

15           20.     Due to the fact that we were in a Whole Foods store and Ms. Krupp needed to  
16 approve of these new terms to the contract, Plaintiff did not make a copy of this version of the  
17 RPA with my signature. He told me during this meeting that he would make a copy of this RPA  
18 later and send it to me, but he never did. He never suggested that he would tell Mr. Jolly to send  
19 a fully executed copy of it to me, or that I should ask Mr. Jolly or any other third party for a copy.  
20 If he had done so, I would have asked for a fully executed copy immediately.

21           21.     I only received a signed copy of the RPA after the close of escrow and after  
22 requesting these documents from Ticor Title Insurance, which sent me a copy on July 31, 2017.

23           22.     In fulfilling the terms of the RPA, I made a payment of earnest money. Plaintiff  
24 never provided me with a receipt for payment of this earnest money.

25           23.     Per the terms of the RPA, I was not required to proceed with the purchase of the  
26 condo unless an appraisal for the condo came in at or above the purchase price of \$86,000.  
27

1           24.     Mr. Jolly informed me that I had to purchase an item called a “condo questionnaire”  
2 that needed to be ordered, filled out, and sent in prior to the close of escrow. Mr. Jolly informed  
3 me there was a non-refundable fee I had to pay to order the questionnaire. Because I did not wish  
4 to pay this fee if the appraisal came in under-value, I decided to wait until after receiving the  
5 appraisal report for the condo.

6           25.     Mr. Jolly informed me that, due to scheduling issues with the appraisal, the  
7 appraiser could not visit the condo until June 7, 2017. She appraised the condo on this date and I  
8 received the appraisal report for the condo on June 9, 2017. I ordered the condo questionnaire the  
9 following day.

10          26.     Mr. Jolly informed me there were multiple options regarding delivery times for the  
11 condo questionnaire, with the fastest “rush” options costing a significant amount of money. He  
12 told me the normal processing time was approximately one week, and so I chose to pay for this  
13 option. I did not receive the condo questionnaire until June 23, 2017.

14          27.     The close of escrow had to be extended multiple times from June 30 to, eventually,  
15 July 24, 2017. This was not due to any delay or negligence on my part. Prior to August 23, 2017,  
16 Mr. Jolly informed me that the delays in closing escrow were due to Alterra being short-staffed on  
17 account of several employees taking vacations around the July 4 holiday.

18          28.     I typically responded to any requests for information from Mr. Jolly or other  
19 employees at Alterra Home Loans (“Alterra”), which handled the financing of the sale, within a  
20 few hours of the request being made. The last time Alterra asked for any information or documents  
21 from me was on July 12, 2017, and I provided the requested information within a few hours. In  
22 fact, I expressed my dissatisfaction with Alterra regarding these delays in closing escrow,  
23 particularly when they asked me to pay an additional fee because of the delays.

24          29.     By June 27, 2017, I had become frustrated with Plaintiff’s conduct and the fact that  
25 the property had not yet been sold. On that day, I sent a text message to Plaintiff that read “Randy,  
26 if this racist sexist [sic] and unprofessional behavior of yours continues and Rosane and I are  
27 unable to close this deal, you will leave me with no other remedy than to file a complaint with the

1 Nevada Board of Realtors and HUD against you and your broker for your unethical and  
2 unprofessional behavior as noted in the emails and text messages you have sent during this process.  
3 I will use the emails and text you have sent to file a truthful complaint.”

4 30. On June 27, 2017, the Seller called me and told me that Plaintiff had instructed her  
5 to tell me to apologize for my text message to Plaintiff. She also said during this call that “Randy  
6 keeps telling me if the property doesn’t sell and things don’t work out for me in Maryland, I can  
7 always come back and live with him until I get on my feet.” She then said, “He always like me  
8 like that, but I don’t like him like that. There is always an ulterior motive. I don’t know why he  
9 is trying to sabotage this deal. If we don’t close, you and Randy will be fine, but I will be the one  
10 who will not.”

11 31. Shortly after this call, I spoke with my mother and informed her of what the Seller  
12 told me.

13 32. In July 2017, the Seller and I finally completed the sale of the condo. Less than 24  
14 hours after the close of escrow, Plaintiff sent me a demand letter requesting that I pay him money  
15 and sign a written apology for my June 27, 2017 text message, or he would begin litigation.

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

20 34. Starting on June 27, 2017, Plaintiff began sending harassing and threatening  
21 communications to me, including legal threats accusing me of extortion based on my text message.  
22 I retained legal counsel due to the unrelenting and unhinged nature of Plaintiff’s conduct.

23 35. On August 23, 2017, I submitted a Statement of Fact to the NRED (the “NRED  
24 Complaint”). The NRED Complaint contained the above allegations regarding Plaintiff. I  
25 believed at that time, and still believe today, that every statement I made in the NRED Complaint  
26 was either true or an expression of my opinion of Plaintiff and his conduct.

27

1 36. Never at any time have I doubted the truth of the statements I made. They are all  
2 either completely true facts or they are my reasoned opinion based upon my experience with  
3 Plaintiff. However, even if my recollection is not perfect as to the contents of some conversations  
4 I had with the Seller or Plaintiff, I believed every statement I made in the NRED Complaint to be  
5 true. At this time, even upon review, I have no doubt as to the veracity of the statements I made.

6 37. I did not file the NRED Complaint to gain any kind of advantage against Plaintiff  
7 or in a transaction involving him. Instead, I wanted to inform the NRED of his behavior which I  
8 observed first-hand and subjectively found to be racist, sexist, unprofessional, and unethical.

9 38. After I filed the NRED Complaint, I was informed by the NRED that Plaintiff had  
10 been fined \$2,000 for 3 violations of Nevada statutes and ethics codes, but was then subsequently  
11 informed on April 18, 2018 that the case against Plaintiff had been closed. I requested an  
12 explanation for the dismissal from the Division, and it responded that, in its initial evaluation of  
13 my complaint, it determined Plaintiff had violated Nevada statutes and NAC 645. However,  
14 Plaintiff challenged this finding, which caused legal counsel for the Division to get involved. The  
15 Division's counsel disagreed that any violation had occurred, which left it with no option but to  
16 close the case. A true and correct copy of my email correspondence with the Division dated April  
17 24 and April 25, 2018, is attached as **Exhibit 13** to the Anti-SLAPP Motion.

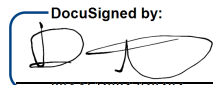

18 39. In the years following my filing the NRED Complaint, Plaintiff continued to send  
19 me threatening and harassing communications. In 2017, he sent letters to several employees and  
20 directors of my employer, Southwest Gas, accusing me of multiple crimes. Attached to these  
21 letters were copies of my NRED Complaint and a response, dated August 31, 2017, he purportedly  
22 sent to the NRED in response to my NRED Complaint. My employer then sent me copies of these  
23 documents. These letters to my employer, as well as his response to the NRED, are attached as  
24 **Exhibit 5** to the Anti-SLAPP Motion.

25 40. Due to Plaintiff's continued harassment, I considered seeking a restraining order  
26 against him because I began to fear for my personal safety. Eventually I contacted the NRED  
27 asking if it could do anything about Plaintiff's continued harassment. The NRED responded on

1 March 21, 2019 and provided some additional details regarding how it closed Plaintiff's case,  
2 including stating, in regard to the NRED's initial findings of Plaintiff's violations, "[t]he violations  
3 were not overturned as stated in your complaint nor were the violations dismissed as it appears is  
4 being alleged by Mr. Lazar [sic]." A true and correct copy of this letter is attached as **Exhibit 14**  
5 to the Anti-SLAPP Motion.

6  
7 Under the laws of the State of Nevada, I declare under penalty of perjury that the foregoing  
8 is true and correct to the best of my knowledge.

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10 Executed on 10/22/2019.

11  DocuSigned by:  
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13 60AAED381700404...  
14 Daphne Williams

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# **EXHIBIT 2**

Residential Purchase Agreement



**RESIDENTIAL PURCHASE AGREEMENT**

(Joint Escrow Instructions)

Date: 5/16/17

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X @ Daphne Williams ("Buyer"), hereby offers to purchase  
1404 Kilamoyard #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:**

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\$ 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).)

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\$ \_\_\_\_\_ 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.)

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

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\$ \_\_\_\_\_ 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.

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

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

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\$ 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:**

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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 Kilamoyard #202 LV NV

X BUYER(S) INITIALS: DW  
X SELLER(S) INITIALS: [Signature]

1 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the  
2 escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions  
3 outlined in this Agreement.  
4

5 **B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property  
6 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written  
7 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice  
8 of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of  
9 the Appraisal) no later than 25 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the  
10 Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in**  
11 **writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**  
12

13 **C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the  
14 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in  
15 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 30 calendar  
16 days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written  
17 authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan**  
18 **Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**  
19

20 **D. CASH PURCHASE:** Within \_\_\_\_\_ business days of Acceptance, Buyer agrees to provide written evidence  
21 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
22 written evidence within the above period, Seller reserves the right to terminate this Agreement.  
23

24 **3. SALE OF OTHER PROPERTY:** This Agreement  is not -OR-  is contingent upon the sale (and closing) of  
25 another property which address is \_\_\_\_\_  
26 Said Property  is  is not currently listed -OR-  is presently in escrow with \_\_\_\_\_  
27 Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_  
28

29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
32 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  
33 written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale  
34 and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the  
35 waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and  
36 Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.  
37

38 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,  
40 all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical,  
41 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power  
42 system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings,  
43 attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air  
44 coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,  
45 trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);  
46

47 The following additional items of personal property: Refrigerator, Washer, Dryer, etc  
48 per Rosie Knapp DW

49 **5. ESCROW:**

50 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
51 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement  
52 ("Opening of Escrow"), at Tilor or other title or escrow company ("Escrow Company" or  
53 "ESCROW HOLDER") with Jodie Henley or U ("Escrow Officer") (or such other escrow officer as  
54 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted  
55 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and  
56

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: Dezphe Williams BUYER(S) INITIALS: DW  
Property Address: 1404 Kilanogaro #202 W, NV SELLER(S) INITIALS: KL



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 X BUYER(S) INITIALS: DW  
Property Address: 1404 Kilmanjoro X SELLER(S) INITIALS: DK

**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 <i>Buyer pays for review approx \$350</i>	Association	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 Kilarney Dr #202 W, NV

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

Rev. 05/16

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Page 4 of 10

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

- 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: Darce Williams  BUYER(S) INITIALS: DW  
 Property Address: 1404 Kalamazoo #202 LV, NV  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 - ~~Escrow~~. 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 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 X BUYER(S) INITIALS: DW X 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 BUYER(S) INITIALS: DW  
Property Address: 1424 Kalamazoo #202 UNL SELLER(S) INITIALS: RW

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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 X BUYER(S) INITIALS: DW

Property Address: 1404 Hilanmergast #202 W, W SELLER(S) INITIALS: PK

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 BUYER(S) INITIALS: DW  
Property Address: 1404 Wilmanys #202 LV NV SELLER(S) INITIALS: RK  
Rev. 05/16 ©2016 Greater Las Vegas Association of REALTORS® Page 8 of 10

1 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®  
2 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY  
3 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO  
4 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN  
5 APPROPRIATE PROFESSIONAL.  
6

7 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.  
8 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL  
9 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.  
10

11 27. ADDENDUM(S) ATTACHED: \_\_\_\_\_  
12

13 28. ADDITIONAL TERMS: Randy Lutzer and Hecker Real Estate  
14 and Development only represent the seller. The buyer  
15 has indicated no formal real estate representation and  
16 is not charged with any brokerage fees. The buyer is  
17 advised to seek legal counsel to review the contract or  
18 for any concerns. The buyer is a tenant entitled to the refund  
19 of \$50 Security Deposit and a refund for any prorated rent.  
20

**Buyer's Acknowledgement of Offer**

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

22 Buyer's Broker: None Agent's Name: \_\_\_\_\_  
23 Company Name: \_\_\_\_\_ Agent's License Number: \_\_\_\_\_  
24 Broker's License Number: \_\_\_\_\_ Office Address: \_\_\_\_\_  
25 Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
26 Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
27  
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29

30 BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if  
31 he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:  
32  DOES NOT have an interest in a principal to the transaction. -OR-  
33  DOES have the following interest, direct or indirect, in this transaction:  Principal (Buyer) -OR-  family or firm  
34 relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)  
35

36  
37 Buyer Seller must respond by: 6:00  AM  PM on (month) May, (day) 21 (year) 2017. Unless Roseanne  
38 this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date Krupp  
39 and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by  
40 each provision of this Agreement, and all signed addenda, disclosures, and attachments.

41 D. Williams Daphne Williams 5/21/17 5:34  AM  PM  
42 Buyer's Signature Buyer's Printed Name Date Time  
43  
44  
45 Buyer's Signature Buyer's Printed Name Date Time  AM  PM  
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49

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 X BUYER(S) INITIALS: DW  
Property Address: 1404 Kalamazoo 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: <u>Wilton Hecker</u>	Agent's Name: <u>Randy Lazer</u>
Company Name: <u>Hecker Real Estate &amp; Development</u>	Agent's License Number: <u>25722</u>
Broker's License Number: _____	Office Address: <u>4455 S. Durango #155</u>
Phone: <u>702 271 1295</u>	City, State, Zip: <u>Las Vegas, NV 89113</u>
Fax: <u>702 966-3762</u>	Email: <u>ran314@aol.com</u>

**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.

<u>[Signature]</u>	<u>Rosane Krupp</u>	<u>05/18</u>	<u>9:00</u>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
_____	_____	_____	_____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller'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: Daphne Williams BUYER(S) INITIALS: DW

Property Address: 1404 K. Williams #202 LV, NV SELLER(S) INITIALS: PK



6/29/17, 2:04 PM

Back to Message 20170627\_184648.pdf 1 / 1



### ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams  
as Buyer(s) and Robene Krupp  
as Seller(s), dated 5/16/17  
covering the real property at 1404 Kilmanero #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 provide the instructions calling for the release of the buyers' 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.

*[Handwritten signatures]*

40000 uspp 6/28/17  
 Buyer  Seller Date  
D. Williams 6/28/17  
 Buyer  Seller Time

Acceptance:

Buyer  Seller Date

about:blank

Page 1 of 1

Back to Message 20170716\_162348.pdf 1 / 1



ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne W. Williams as Buyer(s) and Rosanne Krupp as Seller(s) dated 5/16/17 covering the real property at 1904 Klamath Ave #202 Las Vegas NV the  Buyer  Seller hereby proposes that the Purchase Agreement be amended as follows:

- Close of escrow to be on or before 7/20/17
- Rent to be promised at \$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 it 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.

Rosanne Krupp  
 Buyer  Seller Date \_\_\_\_\_

Buyer  Seller Time \_\_\_\_\_

Acceptance: D. Williams  
 Buyer  Seller Date 7/18/17

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 Wilamango #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 charge 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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This form prepared by Brian Becker | Realty ONE Group, Inc | 702-737-7788 | bbecker@realtyone.com

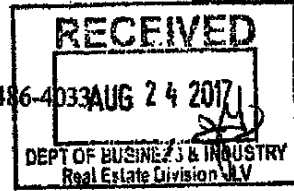
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# **EXHIBIT 3**

NRED Complaint

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](mailto: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 ARMY COURAGE 702-386-1775 Village Center Circle, Suite 190, Las Vegas, NV 89134 9529  
Is any legal action pending? .

Atty email aganage@ganagefaw.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 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."

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 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 86,000.00 – 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.

# **EXHIBIT 4**

Declaration of Kathryn Harris

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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

**DECLARATION OF KATHRYN  
HARRIS IN SUPPORT OF ANTI-SLAPP  
SPECIAL MOTION TO DISMISS  
UNDER NRS 41.660**

I, Kathryn Harris, 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 mother of the defendant in this matter, Daphne Williams (“Daphne”). I provide this declaration in support of Daphne’s Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 (the “Anti-SLAPP Motion”).

3. In May 2017, Daphne discussed with me buying a condo unit. The evening of the day that Plaintiff Charles “Randy” Lazer spoke with Daphne while taking pictures of the condo,

1 Daphne called me and told me about the conversation she had with Mr. Lazer. The summary of  
2 this conversation found in Daphne's Statement of Fact filed with the Nevada Real Estate Division  
3 on August 24, 2017 accurately reflects what she told me this day. During this conversation,  
4 Daphne told me that she felt Mr. Lazer's statements were offensive, and I felt it was a strange  
5 comment for a professional realtor to make to a potential client.

6 4. Also during this May 2017 conversation, Daphne told me that she initially thought  
7 Mr. Lazer and the seller of the condo, Rosane Cardoso Ferreira ("Rosane"), met through a previous  
8 real estate transaction because Mr. Lazer's name was on the home warranty for the condo and had  
9 been on it since 2016. Daphne informed me that Mr. Lazer told her that he did not sell the condo  
10 to Rosane, but rather that the two of them met on an online dating web site.

11 5. During this May 2017 call, Daphne also informed me that Mr. Lazer mentioned  
12 Rosane had "gone through a lot" over the past year.

13 6. In June 2017, I had a conversation with Daphne during which she informed me of  
14 a recent call she had with Mr. Lazer in which he accused her of not meeting due diligence  
15 timeframes in the contract for the sale of the condo. She also told me that Mr. Lazer told her that  
16 if she did not close the sale on time she would lose her earnest money paid, lose the money she  
17 spent on the condo questionnaire, and would have to vacate the condo. Daphne informed me she  
18 was frustrated by Mr. Lazer's accusations in this call because she was not responsible for these  
19 delays.

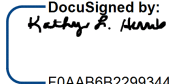
20 7. In late June 2017, I had a conversation with Daphne in which she told me about a  
21 conversation she had with Rosane regarding Mr. Lazer's demand that Daphne apologize for a text  
22 message she sent Mr. Lazer on June 27, 2017. Daphne informed me that Rosane told her that  
23 Rosane was unsure why Mr. Lazer was trying to "sabotage" the sale of the condo and that, if the  
24 deal did not close, Rosane would be placed in a bad position financially because she owed people  
25 money. Daphne also relayed to me that Rosane made a comment about Mr. Lazer having ulterior  
26 motives and that he "liked [Rosane] like that," which I interpreted to mean Mr. Lazer was  
27 romantically interested in Rosane.

1 8. I speak to Daphne on a daily basis and also did so during the course of the sale of  
2 the condo in 2017. I am aware that Mr. Lazer threatened to visit Daphne's place of work in  
3 response to her criticizing him and filing the Statement of Fact with NRED, and that he has  
4 frequently demanded money from Daphne as well as her silence.

5 9. Upon learning of Mr. Lazer's erratic and threatening behavior, I began to fear for  
6 Daphne's safety, as she lives alone.

7  
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 10/19/2019.

12  
13   
14 F0AAB6B22993449  
15 Kathryn Harris

16  
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19  
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23  
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26  
27

# **EXHIBIT 5**

Plaintiff Response to NRED

Exhibit I - letters to SWG

Ex 6

To: Mr. John Hester  
CEO Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

The attached provides notification of written evidence of fraud, extortion and the commission of 14 counts of perjury to a governmental agency from your employee, Daphne Williams. Litigation will be forthcoming for which her indisputable writings will be submitted for the consideration of criminal charges involving multiple counts of perjury and extortion, along with civil litigation for her commission of fraud and defamation.

I am notifying you primarily out of concerns for the well-being of the employees of Southwest Gas, and with the likelihood of not naming Southwest Gas in forthcoming litigation. However I would desire that Southwest Gas inform me of what they believe would be the best resolution.

When Ms. Williams was about to breach a real estate contract of failing to close on schedule, she knowingly made fraudulent accusations that racist, sexist, and unethical behavior occurred per my texts and emails, for which none occurred. This is not of dispute as your legal department has a comprehensive record of all emails and texts with no such racist, sexist, or unethical writings. Ms. Williams also threatened to make terrible complaints of racist, sexist, and unethical behavior with the Nevada Real Estate Division if her transaction didn't close, which constitutes extortion, and is in her writing, and again, not of dispute.

Two days before I was to file litigation against Ms. Williams, she submitted a knowingly fraudulent complaint to the Nevada Real Estate Commission, which could jeopardize my career and the operations of Hecker Real Estate. She made terrible and knowingly wrongful accusations of racist, sexist, and unethical behavior, yet, her complaint failed to provide one instance of such. In fact I provided proof well beyond a reasonable doubt that Ms. Williams committed 14 counts of perjury, and made 4 other false statements in her apparent efforts to destroy my career and a real estate brokerage with her knowingly wrongful accusations of hate.

For Southwest Gas not to be involved in litigation or be mentioned when this matter becomes of the public record, Southwest Gas should advise me of their recommendations, which need to be satisfactory to me. The attached provides greater detail, and your legal department will have documentation of Ms. Williams' fraudulent complaint under penalty of perjury, along with my substantiation of 14 counts of perjury on behalf of Ms. Williams, her writings that constitute extortion, and comprehensive email and text communications that prove Ms. Williams terrible accusations of racist, sexist, and unethical behavior were wholly fabricated and fraudulent.



Ex 6

To: Manager of Human Resources  
Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

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2

Ex 6

To: Mr. Roy Centrella  
Senior Vice President and CFO Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

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3

Ex 6

To: Ms. Anita Romero  
Senior Vice President Staff Operations and Technology Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

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4

Ex 6

To: Mr. Eric DeBonis  
Senior Vice President Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

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5

Ex G

To: Ms. Karen Haller  
Senior Vice President and General Counsel Southwest Gas

From : Randy Lazer  
Hecker Real Estate and Development  
4955 S. Durango, Ste. 155 Las Vegas, NV. 89113  
Cell: (702) 271-1295  
Email: ran314@aol.com

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6

Ex. G

To: Southwest Gas Legal Department

From : Randy Lazer

Hecker Real Estate and Development

4955 S. Durango, Ste. 155 Las Vegas, NV. 89113

Cell: (702) 271-1295

Email: ran314@aol.com

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7

Ex. G

Ms. Williams text of June 27, 2017, is attached, and stated that I engaged in racist, sexist, unethical and unprofessional behavior as noted in my emails and texts. You will find a comprehensive record (106 pages) of email and text communications between myself and Ms. Williams through that date, of which none are racist, sexist, unethical or unprofessional. Thus it is not of dispute that Ms. Williams made knowingly fraudulent and terrible accusations, and then threatened my career to make a fraudulent complaint with the Real Estate Division should her transaction not close. In no uncertain terms this is extortion.

Again, two days prior to my filing litigation against Ms. Williams and notifying Southwest Gas, Ms. Williams filed a knowingly fraudulent complaint with the real estate division alleging racist, sexist, unethical, and unprofessional behavior. I proved beyond any reasonable doubt she committed perjury on 14 occasions, and for which her complaint was filed under penalty of perjury. Ms. Williams' complaint is attached, along with my full 18 page response.

Now, if you are inquiring what I desire from Southwest Gas

1) Of the greatest importance is that I am looking out for the well-being of the employees of Southwest Gas, that I wouldn't desire anybody to be wrongfully accused by Ms. Williams of racist, sexist, or unethical behavior that could jeopardize their careers as I have. Thus, I await your recommendations on this.

2) After the Nevada Real Estate Division produces their findings (which will likely occur sometime before the end of the year), I will likely proceed with my best efforts to have Ms. Williams criminally charged with perjury and extortion. Subsequent to that I will file civil litigation against Ms. Williams for fraud, defamation, and emotional duress. I will seek punitive damages, which should be awarded from Ms. Williams' malicious acts that are in writing and not of dispute, of making wrongful accusations of racist, sexist, unethical and unprofessional behavior and then filing a knowingly fraudulent complaint with the Nevada Real Estate Division. Thus far the damages I have recognized from lost time at work for having to defend my career and the operations of Hecker Real Estate from Ms. Williams fraudulent complaint and her threats of extortion are approximately 22 hours and 3 minutes at \$223.42 per hour (based upon real estate revenue in the relevant time frame) totals \$4926.39. Again, this is without punitive damages or factoring in emotional duress, which was significant.

So, I don't desire this amount from Southwest Gas, but from Ms. Williams, and actually when litigation is filed against her after the State has reviewed her complaint and her commission of multiple counts of perjury, punitive damages should be awarded that would be much greater, and which would be reasonable compensation for the ordeal I have been through.

In closing, I only ask that Southwest Gas advise me of what their recommendations regarding Ms. Williams are. If Southwest Gas fails to communicate this to me, I surely have done my best to apprise Southwest Gas of these circumstances. Again, if there is a satisfactory resolution, I would see no need to include or mention Southwest Gas in any forthcoming litigation. However, when I file litigation, and this matter becomes of the public record, if I haven't

§

Ex. G

received any communications from Southwest Gas of an acceptable resolution, then there could be knowledge that Southwest Gas has harbored an individual who wrongfully and fraudulently accused another of hate and acted maliciously to destroy his career and the operations of a business, and that should Ms. Williams have a recurrence of such behavior, innocent employees at Southwest Gas could potentially have their careers jeopardized.

In short, just let me know of what your recommendations are. My focus is on Ms. Williams and her written words that are not of dispute. However, I did feel it of great importance for the very best interests of your employees to notify you of these circumstances.

Please read the letter that is attached, and for documentation again, I provided a comprehensive record of text and email communications, along with Ms. Williams fraudulent complaint to the Real Estate Division, and my full response which pointed out multiple commissions of perjury.

Thank you,

  
Randy Lazer



Ex G

My response to the fraudulent complaint Ms. Williams filed with the real estate Division, which is in the last 4 pages of this documentation.

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

Possibly skip to...  
Page 12 begins with substantiating  
14 points of perjury on behalf of Ms.  
Williams, beyond any reasonable doubt

August 31, 2017

In response to Ms. Williams complaint, I will point out misstatements of fact, and in 14 instances, the apparent commission of perjury, while in 4 others, perjury may have occurred. Ms. Williams knowingly terrible, fraudulent and wrongful claims of racist, sexist, unethical and unprofessional behavior were submitted in her complaint about one month after the close of escrow, and more than three months from our initial meeting, but.... just two business days or so before I had been planning on filing litigation against Ms. Williams for what is not of dispute in her written words, of the commission of fraud and extortion, for which there had been extensive communications between myself and her attorney.

Ms. Williams words in the complaint stated I had "displayed unethical, unprofessional, racist, and sexist behavior". That represents the commission of perjury. Never did I violate my code of ethics, act unprofessionally, racist or sexist, and Ms. Williams is highly aware of this. In fact, I have 16 text messages thanking me from Ms. Williams for my efforts, which are attached. The words prior to the quote I cited of Ms. Williams' at the top of this paragraph were "in my opinion", which may not necessarily protect Ms. Williams from a charge of the commission of perjury, given her acknowledgment of the text message she sent on June 27, 2017, as noted on the second page of her complaint. Ms Williams did send me a text stating "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".

Ms. Williams likely commission of perjury, involves that she noted everything is in writing. All text and email communications in my possession are attached, which clearly show no racist or sexist or unethical or unprofessional behavior. In 16 previous text messages, Ms. Williams had thanked me for my efforts. Again, there was no racist, sexist, unethical or unprofessional behavior, and from the attached texts and emails that is not in dispute. Ms. Williams is deemed to have possession of all text and email communications, and filed a knowingly wrongful and fraudulent complaint, which does constitute the commission of perjury, as again, everything she referenced was the written word.

As this is a long response, you might possibly go to the last few pages, and review the 12 points of what appear to be the commission of perjury, and the 4 points that follow that may also represent perjury. Please note through this complaint, when I make reference to any legal terminology, that is done in good faith given my understanding of the circumstances. Also, whenever I mention attached documentation that may be sent separately, per the convenience of the Real Estate Division, and is to the best of my knowledge all communications up to Ms. Williams knowingly wrongful and fraudulent text of June 27, 2017. Should you desire additional email or text communications, I am happy to provide, I just thought as she had included that text as the basis of her knowingly wrongful complaint alleging

Ex G

improper and terrible behavior on my part, that was a likely date to provide written communication through. So, maybe review those 16 points of perjury and false or inaccurate statements in the last few pages, while the following few pages will provide greater detail.

One may obviously wonder why Ms. Williams sent such a text message, and for which I can only state to the best of my knowledge there is no reason for such a malicious act. What had transpired is that Ms. Williams entered into a contract to purchase the property for which she was the tenant of Rosane Krupp, whom I represented. In fact, in the contract I had placed in writing that neither myself nor Hecker Real Estate and Development represented the buyer, and that she should seek legal counsel. The contract obligated Ms. Williams to close the escrow on or before June 30, 2017.

When I spoke with her lender on June 23, 2017, he indicated there was no way the escrow would close on schedule, as they had not received the HOA questionnaire, which Ms. Williams was required to pay for by contract. Given that I had received an email from the lender on May 30, indicating he was working on obtaining the questionnaire, I was shocked he had not communicated with me and had not received it some 24 days later. From what he had relayed, and subsequently speaking with his branch manager, Ms. Williams had not paid for the questionnaire on a timely basis. Thus, the escrow was not going to close in compliance with the date on the contract, due to the apparent negligence of Ms. Williams.

I then spoke with the seller who was very worried about Ms. Williams successfully closing the property, and had noted that Ms. Williams had been very difficult to work with. The seller claimed Ms. Williams damaged the property after taking occupancy, with respect to the fireplace glass, and if I recall a lock on a bedroom window, but desired those items repaired. Ms. Williams also claimed she couldn't perform a walk through (despite that she had resided in the property for approximately six months) due to some furnishings of the seller, and Ms. Williams apparently prevented the removal of some of the seller's personal property upon one visit (which later was removed), and to this day has some of the seller's personal property (some shelving and a tv rack per my understanding) which the seller claims she wouldn't allow her to take out of the condo, and for which the seller might have been able to charge Ms. Williams with theft.

When I spoke with the seller, she authorized me to inform Ms. Williams that should the escrow not close on schedule, she would not guarantee allowing for an extension, and that she could seek the \$1000 earnest deposit of Ms. Williams. I had informed Ms. Williams that data on the mls suggested the condo might be sold for over \$90,000, and the contract price was \$86,000, albeit the seller was not paying the commission to a buyer's broker. The subject property is 756 sf, and there were units in the mls geographic area that were 690 sf, that were more upgraded, but were in escrow with list prices of \$90,000 and above, and there was an exceedingly short supply. This information is per my recall.

So, the escrow did not close on June 30, 2017, and the seller allowed for an extension, which she later told me she would not have, given what occurred. She based the extension upon the words from the lender to myself, that with 100% probability, if nothing unusual arose the escrow would close if the buyer received an extension of 14 days. The seller provided an extension of escrow of 17 days, and...the escrow did not close. The lender asked for another day, and the seller was upset, but gave a second

11

EX 6

extension, of three additional days. I had honored my code of ethics of informing the buyer of material facts that the seller was not happy, the seller was not guaranteeing another extension, but, ultimately chose to. Then, after the second extension, the escrow did not close. I received a call from the branch manager of the company, admitting the buyer's negligence in providing the condo questionnaire to the lender, and also noting the inexperience of his mortgage officer. The seller was offered a \$250 credit for the third and final extension through July 24, 2017 and the escrow closed.

So Ms. Williams knowingly wrongfully and fraudulently in her text claimed that racist, sexist, unethical and unprofessional behavior occurred in texts and emails (the written word), for which there is no email or text containing any such terrible act. This text was sent after Ms. Williams was informed (in compliance with my code of ethics to relay material facts) approximately one week in advance of the scheduled closing date, (and from which subsequent emails were sent) that if the escrow didn't close, the seller may not offer an extension, and may seek the release of her \$1000 earnest deposit. That information was repeatedly sent to Ms. Williams prior to the other two extensions, as the seller was not guaranteeing anything, and I was honoring my code of ethics of informing of material facts per the authorization of the seller, as so noted in my emails that are attached.

The apparent commission of extortion is also a part of that text that Ms. Williams cited in her complaint, as I want you to consider her own words which came after she knowingly and wrongfully stated I had committed "racist and sexist" acts. Per Ms. Williams, if "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, all emails and texts are attached, and clearly there is no racist, sexist, unethical or unprofessional behavior, which makes Ms. Williams' statement fraudulent.

Extortion occurred from the written words of Ms. Williams, with her threat of making knowingly terrible and fraudulent complaints about myself and the brokerage I work with to regulatory agencies should the transaction not close. This despite that she was in breach of the contract per her own apparent negligence (according to her lender). It is obvious that if the transaction doesn't close due to Ms. Williams' breach of the contract, the seller could seek a release of her earnest money, and likely sell the condo for a higher price to another party (as per my recall smaller units were in escrow between \$90,000-\$95,000, and a model match wound up closing in July for \$93,000, as apparently there was some appreciation in the more than two months of this escrow). So, if the seller didn't extend the escrow, Ms. Williams would lose out on the condo that she had been living in and would have to relocate, while her earnest money of \$1000, the \$350 she paid for a condo questionnaire, and whatever funds she paid for a home inspection would effectively also be lost.

Thus, if the transaction per Ms. Williams words is not to close because the seller would fail to provide an extension of escrow (which Ms. Williams had knowledge on 6/27 when she sent that text the condo was not closing on 6/30), then perhaps as I am performing my fiduciary responsibilities of advising the seller of Ms. Williams likely breach of the contract, and that the seller could seek the release of earnest money, and likely sell the condo for a higher price, then knowingly fraudulent and terrible complaints

12

Ex G

would be filed against myself, despite per Ms. Williams words, no racist, sexist, unprofessional or unethical acts occurred in any writing. In short, I felt from reading that text, if I honored my code of ethics and fiduciary responsibility to advise the seller regarding her best interests, terrible and fraudulent complaints would be filed against myself should the transaction not close escrow.

I am sure you have a greater understanding of the definition of extortion than myself, and there likely are many definitions, and I presume no grand legal knowledge, but share the following. From what I have read, a component of extortion is a threat to have one partake of an act or refrain from an act, and that threat could be to one's well being, their reputation, their property, their business, or to being reported to governmental agencies. The second part of extortion involves a transfer of property or that some funds or something of value would be involved. In this case we could see that as Ms. Williams in her text noted if my behavior continued such that she and Rosane couldn't close this deal, then she would knowingly file fraudulent and terrible complaints against me. First of all, the threat component of extortion is obviously present in Ms. Williams' writing, along with calling for myself to refrain from behavior that would prevent the closing of the transaction, but in so doing could be in violation of my fiduciary responsibility to the seller for representing her best interests and informing her of material facts. Secondly, the property component is there, as Ms. Williams would lose out on the transfer of the property, her earnest money, and other funds she had paid for the purchase of the condo, and would have the expenses of moving. Thus, I only share to the best of my knowledge, extortion occurred per the written words of Ms. Williams as she cited in her complaint, but that also, I am not an attorney and advise all parties to seek legal counsel on this or any other pertinent issue, which is applicable per my mention of any legal terminology, including perjury.

The threat of fraudulent and terrible complaints if the deal doesn't close, to have myself effectively stay out of things and not perform my duties, or do everything I can for this transaction to close in deference to the best interests of the seller, again, is one half of extortion. The other property, for which Ms. Williams would lose the condo she was living in, and, incur a financial loss of her earnest deposit of \$1000, and her expenses incurred for relocation, along with the condo questionnaire and home inspection.

When I received this most horrific text from Ms. Williams, knowingly and wrongfully alleging racist, sexist, unethical, and unprofessional behavior had occurred, and noted the references were of what is wholly not in dispute, of the written words of texts and email communications, for which there are none to meet such a description, I was not going to let this terrible personal attack pass.

I have a lifelong abhorrence to prejudice and racism, particularly as 7 of my family members were murdered by the Nazi's (from documents I had read years back). As terrible as racism and prejudice is, it may be even worse to knowingly, wrongfully, and fraudulently accuse another of such hateful acts. Never in my 26 year career in which I have worked with thousands of people, have I ever had such a heinous accusation.

I spent 6 hours and 3 minutes of my time to wrongfully defend against Ms. Williams' knowingly fraudulent threats and apparent extortion, prior to communicating with her attorney and working with

Ex C

this complaint. I called the Real Estate Division 3 times the day of Ms. Williams' knowingly fraudulent text, and adhered to my code of ethics to inform the seller of material facts, along with the lender that was representing Ms. Williams. I also met with an attorney, and spent extensive time on the phone with the seller. I had to respond to Ms. Williams texts, and had to take my time and be very careful in formulating a response, and sent a lengthy and factual email to the seller, and her mortgage lender.

It is clear and without dispute that there are no texts or emails as Ms. Williams fraudulently claimed that were racist, sexist, unethical, or unprofessional, and now she has knowingly filed a fraudulent complaint with the division, noting her own words. Again, this clearly constitutes the commission of perjury, and a knowingly wrongful and malicious act. This is indeed the strongest level of proof of perjury, as Ms. Williams referenced the undisputed written word, and again all texts and emails are attached. Whenever I use this phrase, that pertains to text and email communications in my possession, up to the date of issuance of Ms. Williams' knowingly wrongful and fraudulent text. Moreover, with Ms. Williams' experience in personnel and human resources, as I was informed she conducted training, she likely would be instructing others not to partake in racist or sexist behavior, which makes her knowingly fraudulent and terrible complaint even more horrific.

Thus, I had sought damages for my lost time of 6 hours and 3 minutes as noted in a demand letter sent to Ms. Williams and her attorney. Prior to that I offered Ms. Williams a discount with a written apology, and she refused all settlement. I wasn't going to let things go of being wrongfully accused of racist, sexist, unethical and unprofessional behavior, when none occurred, and the written words again are not of dispute.

As Ms. Williams works in the Human Resources Department (to the best of my understanding) for Southwest Gas, I am deeply concerned about her having engaged in such wrongful behavior of fraudulently alleging racist, sexist, unethical and unprofessional conduct on behalf of innocent employees of Southwest Gas, just as she has done with myself. I intend to notify her employer of her own words and the evidence which clearly shows she made fraudulent claims while likely committing an act of extortion, and with this complaint, a malicious act with apparently a dozen or more counts of perjury involved. Again I have great concern that given such a fraudulent and terrible complaint about myself from Ms. Williams, that she would repeat such behavior against other innocent parties at the company of her employ, which could jeopardize their careers.

I would now like to share the nature of the friendship I have had with the seller, Ms. Rosane Krupp since June, 2015, as Ms. Williams wrote extensively and wrongfully of that. Ms. Williams and Ms. Krupp apparently had been friends prior to Ms. Williams leasing Ms. Krupp's property. I never had any romantic relationship with Ms. Krupp, and in 2 years and 2 months have not so much as kissed her or touched her in any romantic manner. We are simply, very, very good and caring friends. Ms. Krupp had relayed that Ms. Williams believed I wanted Ms. Krupp to live with me, which actually wasn't the case. However, I did desire to look after my dear friend at one of the very low points of her life. She was in terrible circumstances, and didn't have a place to stay, and her possessions were in Tonopah. So, I rented a truck (which she paid for), and loaded her belongings and she stayed in a separate bedroom in my home. Originally that was going to be for a few days, as she was going to move to New Jersey. Her

14

Ex G

car was hit by two vehicles, and needed nearly a month for repair. So, Ms. Krupp stayed with me for perhaps five weeks, and left shortly after the repairs were completed on her vehicle.

My only desire for Ms. Krupp is that she move forward with her life in a good and positive way. In fact, when I had knee surgery on August 1, 2017, Ms. Krupp flew out to take care of me, and her boyfriend flew out and also stayed with Ms. Krupp in my home. So I have no idea regarding relationships, what Ms. Williams is talking about, when Ms. Krupp and her boyfriend are staying in my home, as Ms. Williams' allegations are clearly in error.

When I further review the complaint, Ms. Williams likely committed perjury by stating I made an unprofessional, racist, and sexist comment. I don't know how per her words "Daphne I think you are going to be successful (which isn't accurate, as I stated that she was successful) and when you want to buy a bigger home and if your brother is retired by then I'd be glad to be your realtor." Aside that I didn't say those exact words, nor is that how I speak, how in the heck is that racist or sexist, or unprofessional? What I did share was some positive motivation. That she was buying a condo, supposedly with 20% down, and that she was successful and had a good position in her field.

Also, this is likely another example of perjury, with the proof being in Ms. Williams' own words. She stated in the complaint I engaged in racist and sexist behavior, yet just shared that I gave her a compliment, and showed a desire to work with her in the future, which if I was racist and sexist, never would she attribute such words to me. Her perjury is further indicated in later remarks where she is wondering if I would have behaved differently, had instead of her being a black woman, that she was a white male. How would giving a compliment and encouragement, and according to Ms. Williams, continuing to desire to work with her in the future, represent being treated differently? Ms. Williams wasn't wondering about anything of that nature, again given her own words of citing my compliment and a desire to work with her in the future. As one can see this complaint is in many cases fraudulent, and for this claimed interaction on behalf of Ms. Williams, her words of racism and sexism, and wondering if I would treat a white male differently than a black female, appear to be wholly fabricated, given again the words she noted in her complaint, claiming I complimented her of her success and showed a desire to work with her in the future.

Ms. Williams made an incorrect statement regarding I provided a "guesstimate". I only provided Ms. Williams with data of comparable listings, sales, and list prices of properties in escrow, and advised that an appraiser would determine the value, and we don't know what that is until the appraisal would be received. I did discuss specifics regarding some properties, such as upgrades or whether they were short sales, but always alluded to the appraiser, and noted the conditions of the contract with reference to being subject to the appraisal. It was Ms. Krupp who had provided me information on her required net proceeds, and had authorized me to share the approximate sales price to achieve those proceeds, for which \$85,000 was not sufficient for the seller, and the contract was drawn for a price of \$86,000, subject to the appraisal. There also was a lack of data for an appraiser, as one model match that was a short sale (per my recall), was the only relevant model match.

15

EX G

Regarding the information that I shared of the seller that Ms. Williams claims was confidential, aside that in speaking with the seller I was authorized to disclose the nature of our friendship, Ms. Williams already had that information from the seller. They were friends, and I was a friend of the seller. Ms. Williams likely made another false statement claiming that I told her I met the seller on Match.com. I did not recall mentioning that to Ms. Williams, but, when I spoke with Rosane Krupp on August 25, 2017, she informed me that she had told Ms. Williams how we had met many months before the contract. I do recall disclosing to Ms. Williams what she already knew, that the seller and I were very good friends, and never did I mention anything pertaining to a romantic interest. To this day, I am grateful that Ms. Krupp and her boyfriend flew out to stay with me in my own home, and help me recover from my knee surgery. Thus Ms. Williams made false statements that the seller is happy to corroborate per our phone conversation of a few days ago.

Ms. Williams is absolutely correct that I disclosed to her what the seller authorized me to regarding her approximate required net proceeds, which would entail a sales price of \$86,000, but not correct about the amount of commission, which occurred to meet the net proceeds. So yes, the seller is a very dear friend, but what I shared was what I was authorized to, and I had previously verified with my broker that we would receive commission and documentation fees which wound up being \$1625 for the sale. If the seller would have been able to realize a greater sales price, then I would have without question requested a greater commission, up to 3% for the listing broker. To meet the seller's financial requirement the previous commission and documentation fees were received. I would also note that no other agent was involved, and there was no extensive marketing effort involved as the seller chose to sell to her tenant. Again, what was stressed to Ms. Williams were the net proceeds to the seller, and the reality is that \$1000 commission wasn't received, but if I recall \$1500 and a \$125 documentation fee for a sales price of \$86,000, without any significant marketing effort, and Ms. Williams residing in the property, which relieves some time and effort on the part of the listing agent regarding the moving process.

Ms. Williams made another false statement on the first page of her complaint with her words "Throughout this entire process, he has been very unprofessional and condescending, please see the numerous emails from Mr. Lazar (sic) to both my lender and me". If you could find any unprofessional written words, please advise, as I couldn't from the documentation that I have, which should be 100% comprehensive. What is in every email is clearly the compliance of my code of ethics of conveying material fact, representing the seller's best interests, and that is shared in the attached. Again, as Ms. Williams referenced the written word, it appears that she has made a false statement, and the knowing commission of perjury. I would like to see the specifics on this, of what statements Ms. Williams' is alluding to, to provide my best assessment.

When Ms. Williams questioned my ethics regarding my desire to communicate with the appraiser, she apparently forgot that I represented the seller, and that I wanted to provide the appraiser information about upgrades in this property that were not in another model match that the appraiser didn't have access for inspection. Should the property appraise at a lesser value than the contract price, that could damage the seller, and again, I represent the seller's best interests. Also, as per Ms. Williams apparent reference that the property appraised at a higher price than the contract, this would be the first time in

16

Ex. G

my 26 years (per my recall) that any buyer complained about an appraisal being higher than the contract price!

Ms. Williams made a misrepresentation by an omission of fact, with reference to access and people removing some personal property of the seller. What did occur is that Ms. Williams prevented the removal of the seller's personal property when an individual was there to remove it (which she later allowed), and to this day has some inexpensive shelving the seller installed and a tv rack, and wouldn't allow the seller to take it out, and could have been subjected to charges of theft.

When Ms. Williams stated I didn't give her a receipt for her earnest money, well, her \$1000 was noted on the front page of the contract as an earnest deposit, and she surely should have had such a receipt from Ticor Title, which showed her \$1000 earnest funds as a credit on the closing statement. Moreover I had provided Ticor Title with Ms. Williams contact information, and had informed Ms. Williams' of the title Company, as so noted on the contract, and if she had not received a receipt, she surely could have called or communicated with me over three months ago.

The seller whom I had spoken to on August 25, 2017, claims not to have stated what Ms. Williams wrote about myself regarding an ulterior motive, and would be happy to share that with the division, and she can be contacted at 973-907-0903 . Again, another apparently false statement in this complaint on behalf of Ms. Williams'. The seller did inform me perhaps four or five months ago that Ms. Williams believed I desired some romantic relationship with her, when that is not the case. I shared the seller and her boyfriend stayed in my own home, and I met her boyfriend on a previous visit to Baltimore and shared with him what might prevent a recurrence of his cancer, as I have 15 years of medical research and an upcoming book on reversing heart disease. I did indicate to the seller prior to her move to the east coast, that if things were not working out, just as she had stayed with me for a short time prior to her relocation, as she is a dear friend she could stay with me for a short time if she wanted to move back to Las Vegas. She isn't the only person who has stayed with me in my home for a period of weeks. Scott Pfeiffer, Mark Otero, and Billy Joe Arthur also have, along with another friend coming out next week, Dave Goodman. So, Ms. Williams' wrongful words about the friendship I have with the seller is refuted by both myself, the seller, and the very fact that her boyfriend was welcome in my home, all of which has nothing to do with unprofessional behavior or ethical violations. As a real estate agent, I am allowed to represent my friends, some of whom are very wonderful and for whom I am grateful are in my life.

Ms. Williams writes of her wondering if I would have behaved differently with a realtor representing her. Well, first I would have communicated directly with the realtor, and would not have had direct communication with Ms. Williams! Most significantly, Ms. Williams had the option of having her brother represent her if he desired to do so for free, or if he desired compensation, she could have paid him directly, or she could have obtained any other licensed real estate agent. However, had Ms. Williams utilized a realtor, if the seller was paying the commission, the sales price would likely need to be 3% higher for the seller to obtain her requested net proceeds. Ms. Williams chose not to have a realtor, in order to be able to have a lower sales price to meet the seller's required proceeds.

17



Ex G

Regarding Ms. Williams question if I would have behaved differently should the case have involved a white male instead of a black female, please allow me to share a response, and then a bit of my life history. In a word... NO! I adhere to my code of ethics for which I have an outstanding record with the Division in my 26 years of practice of real estate, and have been fortunate to have a wide diversity of clientele.

Next...when I was a teacher at one of the top private institutions in the United States, I gave two years of my life to take predominately Caucasian students in acts of community service to poor neighborhoods in Pontiac, Michigan, and the general Detroit area, where we helped typically underprivileged Black families with food and clothing, and Christmas presents. As a teacher, I supported and spoke of a scholarship fund called Horizons Upward Bound, which was geared towards minorities in the Detroit area. I have performed jazz for over 30 years, which for many is the heart and soul of African-American culture, and have been so fortunate to have so many wonderful friends who happen to be black. At my dad's surprise 93<sup>rd</sup> birthday party last month, I only invited one friend (excluding friends from my dad's building that were typically 20 or more years older than myself), a friend of mine of some 42 years, who happens to be black, Harold Hancock. I had two dear friends visit me in June, whom I took out to dinner, Iris and Andre Luck, who happen to be black. The best friends of my family for some 4 decades, are the Underwoods, who happen to be black, and whom I treasure, and recently I was the only white person at a dear colleagues daughter's birthday party. However, to truly address this absolutely terrible remark by Ms. Williams questioning if I would act differently towards somebody of a different skin color...consider the following:

I replied to a friend's post on Facebook, Lloyd Burgess, who happens to be black, and a real estate agent Lloyd shared a photo of a white and black person coming together in friendship. My words on his post of August 18, 2017 (prior to Ms. Williams complaint)... "You kind of inspired me to share how grateful I am for some of the wonderful people in my life, all of whom have one thing in common. There was "Dan the Running Man", who sponsored Sunday morning runs which helped develop the collateral circulation that kept me alive so I could survive my heart attack. A personal trainer who was a good friend has helped me for years and made me stronger. Then, there were the Underwoods, the best friends my family had for nearly half a century. Also, I was so lucky to have many good and fun people I could call "my friends" who are musicians that I have performed with. There were two dear ladies who took care of my mother in her dying days, and a young man in a suit that I shall remember for his kindness as he carried my mother out after she passed. I also am blessed to have great people, such as yourself in my life, and many friends, colleagues and clients who have made my life so much better, and they have one characteristic in common....they happen to be black. I am blessed for having such good and beautiful people in my life". For substantiation, please feel free to call Lloyd Burgess, a real estate agent, or to check out his Facebook Post of August 18, and you will see my words as stated in the above.

Clearly Ms. Williams made knowingly fraudulent and terrible claims about racism, when none existed, and again, when per her own words of racist and sexist texts and emails, none ever occurred. I also have spoken and written for years to have our government invest in the education of minorities and the economically disenfranchised, such that everybody could have all of the education they desire without incurring financial hardship, along with funding programs to keep kids on track with school and college

18

Ex. G

and out of gangs. This would likely keep millions out of prison and have millions of more job creators and tax payers, with far less governmental expenditures due to crime, along with reduced expenditures for unemployment, health care, and other assistance. This would have a phenomenal impact upon Blacks, Hispanics, and many others who seem trapped in a cycle of poverty, as in recent years the unemployment rate of some demographics of black males has typically been 66%-90% above the national rate. What is the cost to provide education and after school programs without financial hardship to all..likely about 3 percent of our annual budget of \$4 trillion or so, at least from my cursory economic analysis.

Ms. Williams also wrongfully and fraudulently stated that I engaged in sexist acts as noted in emails and texts to her, for which no such email or text on my behalf ever occurred, as verified by the attached comprehensive record of those communications. To share, when I was growing up in the 60's and 70's, my father had Gloria Steinem speak to his class at Michigan State University, and I learned in part from that experience that everybody should have equal and fair treatment, regardless of gender. My mother instilled that ideal into myself, and later in life, I gave of my time to paint a shelter for Shade Tree, which helps women who often are the victims of domestic abuse or violence. I also helped renovate a shelter for women with addiction issues, many of whom had been involved with domestic abuse and violent relationships. I have performed on my violin to raise funds for charities that benefitted women in need, and have helped and counseled some. My personal beliefs are that everybody should be free to achieve all that they are able, and that gender shouldn't be a factor. Again, Ms. Williams made terrible and wrongful accusations that do constitute the commission of fraud, as per her own words wrongfully accusing myself of sexist emails and texts, well, never did I send such to her, as again noted in the attached communications. In short, perjury.

To conclude....on June 23, 2017, I spoke with Ms. Williams mortgage officer who indicated the contract would not close on or before June 30, 2017, and had noted that Ms. Williams did not make payment for the condo questionnaire on a timely basis, and was not in his possession as of June 23, 2017, and the reason provided why the escrow would not close on schedule. I then spoke with the seller, and asked her of what she desired me to relay, which was there was no guarantee if the escrow did not close on schedule that she would allow for an extension. That she could seek the release of Ms. Williams' earnest money of \$1000, and try to sell the property for a higher price based upon market data. Ms. Williams became very agitated, merely as I was speaking quite calmly, and honoring my code of ethics of providing this information to her one week prior to the scheduled close of escrow.

Ms. Williams sent a knowingly fraudulent, wrongful, and terrible text as she shared with her own words in this complaint, accusing me of racist, sexist, unethical, and unprofessional behavior in texts and emails, when none ever occurred, and for which there is no dispute as everything is in writing, and for which all texts and emails in my possession are attached as verification. This clearly constitutes the commission of perjury. I also noted that Ms. Williams apparently committed an act of extortion of threatening to file a knowingly fraudulent complaint alleging racist, sexist, unethical and unprofessional behavior if the deal didn't close, as it was clear from her words I was to refrain from my duties of advising my client of what may be in her best interests of not to offer an extension of the escrow. Should the escrow not be extended, Ms. Williams would lose out on the transfer of property and likely

19

Ex. G

her earnest deposit of \$1000, along with \$350 for a condo questionnaire and the costs of a home inspection, and then be faced with the costs of relocation. Again given her threats if the deal didn't close she would file knowingly fraudulent and terrible complaints against myself that could threaten my career, that constitutes extortion with the elements of a threat to refraining from an action, along with the involvement of the conveyance of property, and the avoidance of a loss of property, including money.

Because of the malicious acts of Ms. Williams, which includes the filing of knowingly wrongful and false statements under penalty of perjury, as she referenced the written word, which is not of dispute, This has to be one of the clearest cases of perjury the Division could have...per my guess, and the pages that follow note 12 apparent instances and another 4 possible occurrences. That surely is quite a lot for one complaint. Again, virtually everything is in writing, and not of dispute. I would request Ms. Williams be charged with the commission of perjury, as per her own words, claiming emails stating racist and sexist behavior occurred on my part, despite that there are no racist emails or texts, all of which were in her possession is not of dispute. Additionally these are absolutely horrible and terrible claims, particularly for how I have led my life and for my 26 years of working with real estate. With reference to her knowingly fraudulent text alleging racist, sexist, unethical and unprofessional behavior that is included in this complaint, as there are no racist emails or texts, no sexist emails or texts no unethical behavior in emails or texts, and no unprofessional behavior in emails or texts in my possession, likely this constitutes the commission of 4 points of perjury.

Again, with reference to Ms Williams words, the 4<sup>th</sup> paragraph of her complaint stating I made an unprofessional, racist, and sexist comment, the words she claimed I used (which weren't the words I used) were not unprofessional, racist or sexist. In no uncertain terms that is a fifth count of perjury. Ms. Williams is clearly acting maliciously to knowingly file a wrongful complaint with the Real Estate Division that is truly terrible in the nature of accusing an innocent party of racist, sexist, unethical and unprofessional behavior.

As I previously shared, I have been in communication with Ms. Williams and her attorney, and sent a demand letter to recover payment for 6 hours and 3 minutes of my time to defend against Ms. Williams fraudulent, wrongful, and malicious written words, and to honor my code of ethics of informing the seller, her lender (who as acting as a representative) and my broker. I had to reply to Ms. Williams and spent an extensive amount of time with the seller on this issue.

Because of the apparent commission of fraud and extortion from Ms. Williams, who is in the human resources department of Southwest Gas (to the best of my knowledge, and for which I have been a 27 year customer and worked with relocating hundreds of additional customers of Southwest Gas), I have great concerns for the well-being of the employees of that company, that they potentially could be subject to career threatening allegations of racism, sexism, and unethical conduct, when they were wholly innocent of such. I am legitimately worried that Ms. Williams behaved in a similar manner with other employees of Southwest Gas as she has with myself, and that such behavior might recur on her part, to make terrible and wrongful accusations that could threaten one's livelihood as she has done with myself, as so noted in this complaint.

20

# List of Perjured statements From Daphne Williams Ex. G

Knowingly and wrongfully accusing a real estate agent of racist, sexist, unethical, and unprofessional behavior and threatening them with complaints at regulatory agencies, is not only malicious, but absolutely terrible. As Ms. Williams has done so under the penalty of perjury, I would request she be criminally charged with the commission perjury. The evidence of her own written words and all communications between myself and her is not of dispute this is in writing. Ms. Williams cited her own text, which noted text and email communications which are not in dispute, and which not one is racist, or sexist, or unprofessional or unethical, as so noted in the attached documentation. Again, the 4<sup>th</sup> paragraph of the complaint Ms. Williams states of my racist, sexist, and unprofessional dialogue, but wrongfully attributes words that are actually positive and motivating, and clearly not racist, sexist, or unethical. I don't think that referencing somebody as successful, or that they would become successful, and indicating that property values might go up in coming years, and that she might rent her new purchase out and purchase a larger home as her success continues, and that I would desire to work with her in the future (per her words) is racist or sexist, or unethical.

I will await notification from the Division, and then will seek justice and just compensation for the commission of fraud, extortion, and perjury, for which the evidence is beyond overwhelming, and not of dispute, as virtually everything pertains to the written communications of Ms. Williams and myself.

Also, given my life history, the knowingly wrongful and terrible allegations of racism and sexism are appalling, and it was shameful for Ms. Williams', a supposed human resources professional to file a knowingly wrongful and fraudulent complaint with the Division. When I think of my lifelong commitment of fighting against prejudice, of having been beaten up for my faith on multiple occasions, and of having lost family members to the Nazi's, who acted out of prejudice, Ms. Williams knowingly wrongful and fraudulent complaint alleging racism on my behalf is shameful.

I will now list what may be her perjured statements, and below those, her statements that are false without dispute, some of which can be corroborated with the seller, Rosane Krupp, and backed by texts and email communications that are attached. Please note, when I state a phrase referencing the commission of perjury, that is again to the very best of my understanding of the circumstances. It is only my desire to be accurate.

Perjured statements per the written evidence of the complaint from Ms. Williams. Her admission of sending a text on page 2 paragraph 4, noting racist, sexist, unprofessional and unethical in texts and emails, for which all text and email communications in my possession are attached. With her writings in the complaint referencing racist, sexist, unprofessional, and unethical behavior, this would surely seem to constitute 4 points of perjury....

*Begins here & in the pages to follow*

- 1) Racist behavior in writing....no texts or emails with such as attached
- 2) Sexist behavior in writing....no texts or emails with such attached
- 3) Unprofessional behavior in writing....no texts or emails with such attached
- 4) Unethical behavior in writing....no texts or emails with such.

Ex. G

Per these 4 points, I am referencing the texts and emails in my possession, and that to the very best of my knowledge never would I send such written communications or have such communications with any client, nor in 26 years (per my recall, and the Division can verify) has any such complaint been upheld.

5) Another likely count of perjury, as in the 4<sup>th</sup> paragraph of Ms. Williams complaint stating I had made an unprofessional, racist and sexist comment: Per her own words she claims "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". This obviously isn't racist or sexist or unprofessional to indicate that I would desire to work with a black female in the future, and to provide positive motivation.

Ms. Williams also misstated. I didn't address her by her first name, and my exact words were closer to ...you are already successful, as I had noted her 20% down payment. I then stated that should real estate increase in value, and as you continue on your career, in the future you might rent this property out, have some income from that, and purchase a larger home. Even from reading my long response to this complaint, one would have a feel of the language that I use, and my version seems to be closer to the truth than Ms. Williams, as I don't speak in that manner, nor can I recall ever using the phrase "I would be glad to be your realtor" with anybody. I would usually state that I would be happy to assist or to work or to represent.

6) Ms. Williams also committed perjury per her written words at the top of page 3 of her complaint, when she stated "I wonder if his behavior, words, and assumptions would have been different if "I was a white male and not a black female". I can assure you this is wholly fabricated, as through Ms. Williams' own words, she just shared that I desired to work with her in the future as her realtor. More significantly, Ms. Williams was aware of my efforts to draw not just one addendum for the extension of escrow, but three addendums for the extension of escrow, for which Ms. Williams was successfully able to close the property, despite that she had breached the contract by failing to close the escrow by the contract date, through no fault of the seller. So how would she have had different treatment from another with the extension of escrow three times? I also had prompt and detailed communications with Ms. Williams for approximately two months, and put out my best efforts as I have throughout my 26 years in real estate . As previously mentioned, Ms. Williams also sent me 16 text messages thanking me for my efforts, so her words of wondering if my behavior would have been different given that she was a black female are knowingly false, and likely satisfy the criteria for the commission of perjury.

7) Ms. Williams committed perjury per her words in the second paragraph of page 2 that "He (myself) has lied on several occasions that I (she) didn't let the seller's movers get into the house. What did transpire is the seller had personal possessions in the property both buyer and seller desired removed. In an addendum that was proposed, it was requested Ms. Williams provide the seller "reasonable access" for the removal of her possessions, as substantiated in the attached emails of June 26 and June 27. Ms. Williams refused to sign the addendum, which had to be redrawn without that phrase, which the seller agreed to, despite that the seller was allowed access to the property in the lease that Ms. Williams had signed many months prior. A friend of the seller's showed up to remove all of the seller's personal property, and Ms. Williams refused to allow the removal of some possessions at the time, for which she later allowed their removal. However, per the seller, Ms. Williams prevented her personally from removing her TV rack and some inexpensive shelving she had installed, and the seller was considering charges of theft, but had to return to her new home in Baltimore. So again, this is the knowing commission of perjury, claiming that "I lied", particularly as Ms. Williams refused the removal of some personal possessions on one instance, refused to sign an addendum that provided the seller

22

Ex. G

with reasonable access for the removal of her possessions, and to this day has possession of the seller's tv rack and shelving that she refused to allow the seller to remove when the seller was at the front door of the property. That according to the seller.

8) On page two of the complaint, there is likely the commission of perjury when Ms. Williams speculates she actually wonders if I would have behaved differently if her lender was not black. How in working with the seller to facilitate three extensions of escrow due to the lender not closing their loan per the contract date, nor closing the loan per the date of the first extension of escrow, nor closing the loan per the date of the second extension of escrow, and working with the manager of the loan company to facilitate a third extension of escrow such that the loan closed.... could I have worked more diligently or "differently" per Ms. Williams knowingly wrongful words? The loan closed despite the apparent negligence of the buyer and misrepresentations made to me by her lender. Moreover, I never met the loan officer, and had no knowledge that he was black or white or Asian, or what his heritage was until I read Ms. Williams' complaint. She never inquired if I had personally met the lender. The only knowledge I have is that this loan officer misrepresented to myself by failing to inform me of material facts. He sent an email on May 30, 2017, indicating he was working on obtaining the buyer's questionnaire, which should have been delivered within 10 business days, but not until my call on June 23, 2017 did he inform me he was not in possession of the questionnaire. He also stated to me that with 100% certainty, if nothing unusual arose the transaction would close with a 14 day extension. 17 days were given, and the transaction didn't close. He then stated he needed one more day. 3 days were given, and the transaction didn't close. Then I received a call from the manager indicating the transaction should have closed on or before June 30, 2017, and it wound up closing on July 24, 2017, per the manager, due to the buyer's negligence and an inexperienced loan officer.

9) Likely Ms. Williams committed perjury with her speculation on page 2, point 4, that she would have been treated differently if the seller and I were not friends. That is complete and absolute garbage. I worked diligently sharing the seller's financial requirements, and Ms. Williams executed a contract with a sales price to meet those financial requirements which had nothing to do with the friendship I had with the seller, and for which the seller was already living on the east coast, and no longer in Las Vegas. I worked with the seller to facilitate her desires, which resulted in allowing Ms. Williams three extensions of escrow to close the transaction. From this evidence, Ms. Williams knows I wouldn't have behaved any differently, particularly as she breached the contract by failing to close on or before June 30, 2017, and then subsequently failed to close the escrow per the dates on two addendums that extended the escrow. Again, a knowing fabrication

10) Likely Ms. Williams committed perjury with respect to the conversation I had with the seller regarding point 5 on page 2, stating that my behavior would have been different if...."he didn't have a desire to have the seller move in with him", per conversation with the seller on 6/27 at 3:00pm. The seller stated to myself she never said such words to Ms. Williams, and that Ms. Williams knew the seller and I were only friends. That conversation came after I had apprised the seller of Ms. Williams knowingly wrongful, fraudulent and terrible accusations of racism, sexism, unethical and unprofessional behavior in her text that day, and the seller stated the topic of conversation was to have Ms. Williams apologize to me. The seller will corroborate this with the Division, and her phone number is 973-907-0903. For the record, the seller and her boyfriend stayed in my home just a few weeks ago, I had no desire for the seller to relocate to Las Vegas and live with me. For the record, never was there a romantic relationship, nor even one romantic kiss. The seller per my opinion needed to have her life in order and move forward pursuing her goals. I am very busy with my upcoming book and cd, and need my peace at home to be able to complete these projects. I had no desire for the seller to move in with me, but should she

23

Ex. G

need to relocate back to Las Vegas, she was and is always welcome to stay with me for a short time frame. The only time I would have anybody move in with me (and I have not lived with anybody for 17 years) is if there was a full blown amazing and wonderful romantic relationship, which never existed with myself and the seller. Great friendship and caring and being there for each other, but love in any romantic sense. No.

11) Ms. Williams likely committed perjury with her claim that the seller stated I was trying to "sabotage" the transaction. The seller denies this, and will per the conversation I had with her verify this with the real estate division, and she can be contacted at (973) 907-0903. The reality is that Ms. Williams was sabotaging her transaction by not closing in compliance with the contract date, along with not closing in compliance with the first extension of escrow....and the second extension of escrow. As shared I had spoken with the seller acting in compliance with my code of ethics, of advising the seller of factual circumstances, for which she gave direction that I followed in communicating with Ms. Williams. Per the seller, there was no guarantee of an extension of escrow given the lender indicated it would be another two weeks, and property seemed to have appreciated. However, not only was this extension was granted, but, two others. Again, the seller in conversation with myself never stated the words that Ms. Williams claims she did in her complaint, for which the evidence of three extensions of the close of escrow and the successful closing of escrow would bear out that I was not "sabotaging" the transaction.

12) Ms. Williams did commit perjury stating that my behavior would have been different regarding my conversation with the appraiser on point 6 of page 2. For virtually every property that I list, if there isn't sufficient data for an appraisal at the sales price, I will always contact the appraiser and provide the information pertaining to upgrades, and of sales that may be in the surrounding area. In this case, there was a model match that was in escrow if I recall for \$80,000, and no other properties in the complex that had sold that were within a reasonable range of the square footage of that condo. There were other condos in escrow that I chose to inform the appraiser of, as our market was appreciating, and again there was a lack of data. This is what I have done for 26 years, and I had noted in emails to the buyer's lender. An email on June 7, stated "usually I email information to the appraisers when I do not represent the buyer, which is the case here" Also on June 7, the emailed that followed from myself to the loan officer stated "of 4 previous transactions I closed last month, all appraisers had contacted me before going to the properties. In fact, I had spoken with Ms. Williams prior to her signing the contract at length about the appraisal process, and of the market data, and that I would be supplying this to the appraiser. So, this in my opinion is overwhelming evidence of the commission of perjury, as Ms. Williams was apprised at the very beginning of market data and that I would be communicating with the appraiser, and that this was the procedure that I follow when there is a lack of data. The loan officer was also apprised in writing that this is the procedure that I have followed.

Also....I believe this is the first time in my 26 year career that a buyer has complained that a property appraised for a higher value than the purchase price? This is in a complaint to the Divison? I don't allege perjury on this, but honestly, I am rolling my eyes!

13) Ms. Williams likely committed perjury by her remark in the bottom paragraph of page 2 of her complaint that "he has mistakenly taken my consistent politeness to mean I didn't and don't have an issue with his conduct." If somebody has been treated with racism, sexism, and unethical behavior, they likely aren't going to be sending 16 text messages (per my counting, which I hope is accurate) thanking the other person for their efforts over a period of approximately five weeks. If somebody was exposed

24

Ex. G

to racist and sexist comments by a real estate agent in the month of May or June, why would they wait until the fourth week of August to file a complaint?

14) Ms. Williams stated that I had "mistakenly taken my consistent politeness to mean that I didn't and don't have an issue with his conduct". When you review all text messages from May 15, 2017 through June 22, 2017 (which was the last text message prior to Ms. Williams' wrongful and knowingly fraudulent writing that I had acted in a racist, sexist, unethical, and unprofessional manner), one clearly observes professional and courteous communications. There is likely no possibility that Ms. Williams would have responded in the courteous and even caring manner that she had for over five weeks had any unprofessional conduct occurred, let alone, racist or sexist.

Ms. Williams' very friendly dialogue in the messages below, would surely indicate she was recognizing courteous and professional interactions on my behalf, and that no racist, sexist, unethical, or unprofessional behavior per her fraudulent claims in her complaint and her text of June 27, 2017. When you review the following, how could Ms. Williams possibly communicate with myself in such a polite and caring manner, over a period of five weeks, if the terrible behavior she wrongfully alleged on my part occurred?

Monday May 15...Hi Randy I hope you are well, and ends with Thx.

Tuesday, May 16....Your'e welcome, and "Hi Randy"

Wednesday May 17, "Hi Randy"....and ends with "Thanks", and another message "Hi. Ok. Thanks Randy"

That is followed by another message with a "smile face" emogee and

OK. Thanks". I don't think Ms. Williams would be sending me a smile face if she was upset with racist and sexist behavior.

May 18, "Hi Randy. That's great. Thanks.

Tuesday, June 13.."Hello Randy, I hope you are well". Also later that day..."Thanks. Will do. Perfect. Have a good evening Randy".

Thursday, June 15, "Hello Randy, I hope you are well". This text ends with "Thank you".

Tuesday, June 20, "Hello Randy, I hope you are well"

Later that day, "Hi Randy, Thank you", and "Perfect. Thx"

Wednesday, June 21, "Perfect. Thanks Randy" Later that day "Ok Thx"

Thursday, June 22, "Thank you" ....which was the last text communication between Ms. Williams and myself prior to her terrible, fraudulent, and knowingly wrongful accusations of racist, sexist, and unethical behavior of June 27, 2017, for which one can see there was no such behavior, including in the professional and courteous emails that are attached.

Again, from reviewing the dialogue, it is readily apparent there is great written evidence not of dispute that Ms. Williams committed perjury with her remarks of racist, sexist, unethical, and unprofessional behavior, and of her words not to mistake her politeness for acceptance of my behavior, as per the noted texts from May 15, -June 22, and emails through June 27, it is clear that Ms. Williams was wholly accepting of my professional behavior, and that no racist, sexist, unethical or unprofessional behavior



Ex G

occurred.

What did happen is that as previously noted, Ms. Williams sent a knowingly wrongful and fraudulent text, with terrible allegations of racist, sexist, unethical and unprofessional behavior, that cost me 6 hours and 3 minutes of my time to defend, prior to communicating with her attorney and responding to this malicious and fraudulent complaint that is fraught with perjury and false statements. So, I sought to recover compensation for my time due to Ms. Williams' fraudulent and malicious act, which also per her own words apparently involves the commission of extortion.

Thus, Ms. Williams filed this complaint just two business days or so before I was going to file litigation and apprise her employer of her conduct, out of great concern for the well being of the employees of Southwest Gas, that they wouldn't be wrongfully accused of racism, sexism, and unethical behavior which could jeopardize their livelihoods. This statement is validated by multiple emails with Ms. Williams' attorney since August 2, 2017.

The following are statements on the complaint of Ms. Williams that simply are not accurate, and potentially might be construed as perjury.

1) The third paragraph on page 1, when Ms. Williams claimed I provided a "guesstimate" of the price of the property. No. I provided Ms. Williams with the market information regarding data of sales and escrows in the complex (as per my recall, nothing was listed at the time), and data of sales, listings, and escrows in the surrounding area. I indicated to her an appraiser would determine the value, and that the contract would indicate that she would not be obligated to purchase the property if it did not appraise at the sales price.

2) Ms. Williams was in error per her statement on the fifth paragraph of page one, claiming I helped the seller move out of her condo, which likely would constitute the commission of perjury. The seller was involved with a previous boyfriend, and was moving out to be with him, whom she stayed with on and off for a period of months. Those two moved everything, and I moved nothing. Ms. Williams' knew this, as she and the seller were friends, and they were in good communication per my understanding that I was not involved with any of the seller's moving out of her condo, so she in turn could move in.

3) Ms. Williams likely committed perjury with her remark claiming I stated "To help Rosana out because she has been through so much this year, I talked my broker into only charging her \$1000 commission to do this deal". Those are not my words, as I don't speak like that. First of all, I have never called Rosana, Rosana. Next, when discussing the seller's net, I shared at that time the total fees would likely be in the vicinity of \$1500, and they were \$1625, with no payment of a buyer's brokerage commission. I also shared the reason the charges to the seller were less than 3%, had to do with the seller's requirement of minimal net proceeds, otherwise, she had indicated she wouldn't sell the condo. This is fraud by the omission of material fact.

4) With her wrongful remarks noting my alleged "unprofessionalism", in the bottom paragraph of page 1, I don't know specifically what she is referring to. I haven't been able to verify those specific phrases. If they are present, one would need to consider the context, that Ms. Williams was breaching the contract, or refusing to sign an addendum allowing reasonable access for the seller to remove her personal belongings. Also, note that I represent the seller's best interests. So, I would need to have the specifics on this, as it just doesn't seem quite right, nor does it seem to constitute a violation of ethics or

Ex. G

unprofessional behavior. Also, Ms. Williams referenced a remark in which I used the word "ain't." Possibly I did, but it is a rarity for which I would use that word, and again need the specifics.

With the complaint, I did not receive any documentation submitted by Ms. Williams, which I presume are texts and emails. Also in her complaint she didn't reference any racist, sexist, or unethical writing (per my recall, albeit she made a wrongful statement of dialogue on my behalf that seemed to be very positive and motivational, and wholly defeats her claim). Nor did Ms. Williams state where specifically there was any unprofessional writing as per which email, the date and time. She mentioned two phrases that I couldn't find amongst the many communications with her lender. Possibly they are there, but Ms. Williams provided no written documentation with any appropriate citations of her claim, and did make false statements with reference to the language she claimed I used in conversation with her in this complaint, as I previously shared. Also, I represent the interests of the seller, and context is important.

What is in all of the texts I attached (to the best of my ability from forwarding numerous messages from my phone to email, and believe this is comprehensive through June 27, 2017, when Ms. Williams first made knowingly wrongful and fraudulent accusations of racist, sexist, unethical, and unprofessional behavior), is a wholly professional and courteous dialogue, with typically a very quick response to Ms. Williams. No unprofessional, unethical, sexist or racist texts or emails, as noted in the attached.

Again, one can review all of these communications prior to her text of that date, and what one observes is professionalism, courtesy, and that Ms. Williams is interacting with myself in a polite and caring manner, thanking me on numerous occasions, and even sending a "smile" emogee, which would surely indicate that had any unprofessional behavior or per her allegations, truly terrible and hateful behavior occurred, Ms. Williams would never have responded to myself in such a friendly and courteous manner on multiple occasions over more than five weeks. Also, I notated Ms. Williams thanking me in text messages on 16 occasions, and believe that is an accurate count from reviewing my text messages twice, and apologize if it isn't.

Lastly, If you have in your possession any texts or emails that you feel are not appropriate, please do inform me of such. To the best of my knowledge, there aren't any, and it is my desire to act in compliance with my code of ethics, for which I have an outstanding 26 year record of doing such. Again, having pointed out 14 very likely cases of perjury beyond any reasonable doubt, along with 4 other false statements that could potentially represent perjury, if the wording of Ms. Williams' complaint truly means something, that it is filed under penalty of perjury, well this is as strong a case as one could have.

The written evidence is not of dispute, and the knowingly wrongful claims of Ms. Williams, of racism, sexism, unethical, and unprofessional behavior are malicious, and candidly horrific for an innocent party, whose career could be threatened by such terrible and knowingly wrongful claims. As you can see I have spent many hours formulating this factual response, and my desire is that with the overwhelming evidence of multiple counts of perjury, which given the evidence is written and not of dispute, Ms. Williams would answer for such in a court of law, for which I would be most willing to appear with all documentation.

Sincerely,



Charles "Randy" Lazer

27

# **EXHIBIT 6**

Email submitted with NRED

From: [ran314@aol.com](mailto:ran314@aol.com) [<mailto:ran314@aol.com>]  
Sent: Wednesday, June 7, 2017 8:42 AM  
To: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
Subject: Re: 1404 Kilimanjaro....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](mailto:bjolly@goalterra.com)>  
To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>  
Sent: Wed, Jun 7, 2017 8:23 am  
Subject: Re: 1404 Kilimanjaro, 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](mailto:bjolly@goalterra.com)

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From: [ran314@aol.com](mailto:ran314@aol.com) <[ran314@aol.com](mailto: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](tel:702-405-7021)  
Fax: [702-968-8666](tel:702-968-8666)  
Cell: [702-462-4513](tel:702-462-4513)  
Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](#)

Exhibit E 1

**Bryan A. Jolly**

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**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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](#)



Exhibit E2

**Bryan A. Jolly**

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**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

4

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

Exhibit F

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

To: Bryan A. Jolly

Subject: Re: Regarding 1404 Kilimanjaro and options for proceeding

\* 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.

✓ 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 - ...

Exhibit G

From: Stacey Griffith

Document Delivery Notice - Order #17... Hide



To: Daphne Williams

July 31, 2017 at 6:53 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](mailto:Stacey.Griffith@TicorTitle.com)



**Harvey, Jodie**

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**From:** ran314@aol.com  
**Sent:** Tuesday, May 23, 2017 9:47 AM  
**To:** Harvey, Jodie  
**Subject:** Re: 1404 Kilamanjaro 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 Kilamanjaro 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](mailto: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% 



Rosane

~~Sorry, I don't received~~  
any question mark or I  
didn't send any idem.



Tue, Jun 27, 3:07 PM

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



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

9

# **EXHIBIT 7**

June 27, 2017 email exchange between Plaintiff  
and Ms. Williams

10/17/2019

Randazza Legal Group Mail - Fwd: Addedum authorized by Rosane Krupp

**RANDAZZA**  
LEGAL GROUP

Alex Shepard <ajs@randazza.com>

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**Fwd: Addedum authorized by Rosane Krupp**

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Daphne Williams <dlwilliams123@me.com>

Tue, Oct 15, 2019 at 7:19 PM

To: ajs@randazza.com, mjr@randazza.com, rdg@randazza.com, Daphne Williams <dlwilliams123@icloud.com>



Daphne

Sent from my iPhone

Begin forwarded message:

**From:** Daphne Williams <dlwilliams123@icloud.com>  
**Date:** June 27, 2017 at 12:05:17 PM PDT  
**To:** RAN314@aol.com, Rosane Krupp <rosanekrupp@yahoo.com>  
**Cc:** "Bryan A. Jolly" <bjolly@goalterra.com>  
**Subject:** Re: Addedum authorized by Rosane Krupp

Additionally, for my safety, please define "all" persons or provide the name of the individual or individuals that I'm being asked to be let in the home.

Thank you.

Sent from my iPhone

On Jun 27, 2017, at 12:01 PM, Daphne Williams <dlwilliams123@icloud.com> wrote:

Randy and Rosane,  
I would a clear and specific definition of "reasonable access" to be written in this deal. I'm not an attorney, however I do know that reasonable is matter of interpretation.

As you know, thus far, I've allowed people into the home on my time and have adjusted my schedule to handle showing and moving Rosane's property.

We need to agree on a specific day for the furniture and belongings to be removed.

I'm not able to agree to a loosely defined term as reasonable access."

Thanks.

Daphne

Sent from my iPhone

On Jun 27, 2017, at 8:44 AM, ran314@aol.com wrote:

10/17/2019

Randazza Legal Group Mail - Fwd: Addendum authorized by Rosane Krupp

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

From: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>

To: daphnewilliams123 <[daphnewilliams123@gmail.com](mailto:daphnewilliams123@gmail.com)>

Sent: Tue, Jun 27, 2017 8:12 am

Subject: Fwd: Addendum authorized by Rosane Krupp

Daphne...I believe this addendum is to the terms that were discussed. Escrow will be extended to July 17, such that the closing can be on or before July 17. The earlier the better. There is a notation to allow reasonable access to any parties Rosane designates to pick up her possessions. If this is acceptable, that is great. If not, just let me know, as this is what Rosane shared that she required.

If the addendum is acceptable, then please sign by buyer, and date, and send back to me, so I can forward it to escrow.

Thank you,

Randy Lazer

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

From: Rosane Krupp <[rosanekrupp@yahoo.com](mailto:rosanekrupp@yahoo.com)>

To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>

Sent: Tue, Jun 27, 2017 4:07 am

Subject: Addendum

<payment 1.jpeg>

# **EXHIBIT 8**

Declaration of Bryan Jolly



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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

**DECLARATION OF BRYAN JOLLY IN  
SUPPORT OF ANTI-SLAPP SPECIAL  
MOTION TO DISMISS UNDER NRS  
41.660**

I, Bryan Jolly, 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 have been a licensed loan officer in Nevada for over 5 years, and I have been in the mortgage industry for 17 years. I provide this declaration in support of Defendant Daphne Williams’s Anti-SLAPP Special Motion to Dismiss Under NRS 41.660 (the “Anti-SLAPP Motion”).

1           3.       At all relevant times I was a loan officer with Alterra Home Loans (“Alterra”),  
2 which Ms. Williams used in financing her purchase of the condo at 1404 Kilimanjaro Ln #202, Las  
3 Vegas, Nevada 89128 in 2017. I was the loan officer assigned to work with Ms. Williams in this  
4 case.

5           4.       I am no longer an employee of Alterra, and so I do not have access to all the emails  
6 I sent or received related to the sale of the above condo.

7           5.       A necessary part of purchasing a condo is ordering, filling out, and submitting a  
8 document called a “condo questionnaire.” A purchaser has several options regarding delivery of  
9 a questionnaire, with turnaround times typically ranging from 24 hours to a week. The faster  
10 delivery options are more expensive than slower options, and the fastest ones (often referred to as  
11 “rush” options) require payment of significant fees.

12          6.       When I presented the delivery options for the condo questionnaire to Ms. Williams,  
13 she informed me she did not want to pay for a rush delivery. In my experience, this is a very  
14 common decision for a purchaser to make.

15          7.       The payment for a condo questionnaire is non-refundable. Because of this, Ms.  
16 Williams informed she wanted to wait until an appraisal of the property was completed so that she  
17 would not have to pay this non-refundable expense until knowing that the sale could proceed on  
18 the agreed-upon terms.

19          8.       Attached as **Exhibit A** to this declaration are true and correct copies of several  
20 emails I exchanged with Plaintiff Charles “Randy” Lazer from May to July 2017 regarding the  
21 sale of the condo.

22          9.       On May 30, 2017, I transmitted to Mr. Lazer via email a form for payment of the  
23 appraisal of the condo. I also informed him in this email that I was in the process of obtaining the  
24 condo questionnaire. (See **Exhibit A** at 7.)

25          10.       At Mr. Lazer’s request, I scheduled the appraisal of the condo as quickly as possible  
26 once the seller made the payment for appraisal. Due to delays caused by scheduling issues with  
27

1 the appraiser, the appraisal did not take place until June 7, 2017. (See **Exhibit A** at 12.) I received  
2 the appraisal report on June 9, 2017 and forwarded it to Mr. Lazer that day. (See **Exhibit A** at 18.)

3 11. In or around late May to early June 2017, I informed Mr. Lazer that Ms. Williams  
4 would not be ordering a condo questionnaire until after the appraisal was completed due to the  
5 non-refundable nature of the questionnaire, and that she would not be making a rush order for  
6 delivery of the questionnaire.

7 12. On June 23, 2017, I notified Mr. Lazer via email that I had received the condo  
8 questionnaire. (See **Exhibit A** at 22.)

9 13. On June 26, 2017, I informed Mr. Lazer via email that escrow was likely to close  
10 by July 15, 2017. I also informed him that language needed to be added to the contract regarding  
11 the removal of the seller's property from the condo prior to the close of escrow. (See **Exhibit A**  
12 at 29-30.)

13 14. The reason that multiple extensions of close of escrow were necessary had nothing  
14 to do with Ms. Williams. Rather, several employees of Alterra in the processing and underwriting  
15 departments took vacations around the July 4 holiday, which left the office short-staffed. Once it  
16 became apparent that there would be difficulties in meeting the close of escrow deadline, Alterra  
17 management became involved to speed up the processing and closing of Ms. Williams's loan.

18 15. In my experience, nothing especially atypical happened during the process of  
19 financing Ms. Williams's purchase of the condo aside from Mr. Lazer's behavior. In many of his  
20 email communications, he was unusually aggressive, threatening, and dramatic. (See, generally,  
21 **Exhibit A**.) This caused an unnecessary amount of stress and conflict for all parties involved.

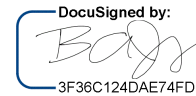
22 16. The most unusual moment of the entire process for me was receiving a June 27,  
23 2017 email from Mr. Lazer discussing a text message he had received from Ms. Williams that day.  
24 Without prompting, he provided personal information about himself that he headed a community  
25 service project delivering food to low income African-American families, that he played and wrote  
26 jazz, "which is truly at the very heart of black/African culture," and that he had never been accused  
27 of being racist before. (See **Exhibit A** at 35-36.) As an African-American man who had not

1 accused Mr. Lazer of anything, I found these comments to be odd, uncalled for, and extremely  
2 unprofessional.

3 17. On May 23, 2017, Mr. Lazer sent a fully executed copy of the contract for the sale  
4 of the condo to me via email. As part of my professional practice, I proceed under the assumption  
5 that all parties to a real estate sale are in possession of fully executed copies of relevant contracts.  
6 I have no recollection of Mr. Lazer asking me to send a copy of the contract to Ms. Williams, or  
7 of Ms. Williams asking for a copy. If either of them had done so, I would have sent a copy to Ms.  
8 Williams immediately. Considering how prompt Ms. Williams was in responding to my inquiries  
9 or requests for information, I am confident that if Mr. Lazer had instructed her to ask me for a copy  
10 of the contract, Ms. Williams would have asked me within a few hours of the instruction.

11  
12 Under the laws of the State of Nevada, I declare under penalty of perjury that the foregoing  
13 is true and correct to the best of my knowledge.

14  
15 Executed on 10/22/2019.

16  
17 3F36C124DAE74FD...

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Bryan Jolly

# **EXHIBIT A**

Email chain between Charles "Randy" Lazer and  
Bryan Jolly from May to July 2017

**Bryan A. Jolly**

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**From:** ran314@aol.com  
**Sent:** Tuesday, May 23, 2017 8:48 AM  
**To:** Bryan A. Jolly  
**Subject:** Fwd: Contract for 1404 Kilimanjaro #202, Daphne Williams  
**Attachments:** 20170522133812217.pdf

Hi Bryan...here is the contract, and the contact information for escrow is in the email below this.  
For the appraisal, please have the appraiser contact me beforehand, and if there is a form you need signed by the seller, who will be paying for the appraisal, just email that to me.

Thanks so much,

Randy Lazer

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

From: Griffith, Stacey <stacey.griffith@ticortitle.com>  
To: Ran314 <Ran314@aol.com>  
Sent: Mon, May 22, 2017 1:56 pm  
Subject: Contract

Here is the contract, thank you!

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](mailto:Stacey.Griffith@TicorTitle.com)

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

From: [itsupport@ticortitle.com](mailto:itsupport@ticortitle.com) [<mailto:itsupport@ticortitle.com>]  
Sent: Monday, May 22, 2017 1:38 PM  
To: Griffith, Stacey <stacey.griffith@ticortitle.com>  
Subject: Message from "RNP002673B19528"

This E-mail was sent from "RNP002673B19528" (MP 4054).

Scan Date: 05.22.2017 13:38:11 (-0700)  
Queries to: [itsupport@ticortitle.com](mailto:itsupport@ticortitle.com)

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, May 24, 2017 7:07 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: SRPD for Kilamjaro

Hi Bryan.....I believe Rosane sent the SRPD in with a bunch of other docs, but I have to review the SRPD, and remove it from the midst of other documents, and candidly may or may not have time to do so until Thursday, as I was booked all yesterday and all today, and have to make it to my office at Trop and Durango, for which I have been at wholly the opposite ends of the valley. I do have Daphne's email, and can send that to her, along with a mold disclosure, but I am thinking of tomorrow for that due to my clientele and previous appointments.

Thank you,

Randy

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
Sent: Tue, May 23, 2017 10:58 am  
Subject: RE: Contract for 1404 Kilimanjaro #202, Daphne Williams

Good Morning Randy,

Can you also please forward me the fully executed SRPD as mentioned in the contract at your earliest convenience?

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](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](#)



***"Building Wealth Through Homeownership"***

**From:** [ran314@aol.com](mailto:ran314@aol.com) [mailto:[ran314@aol.com](mailto:ran314@aol.com)]  
**Sent:** Tuesday, May 23, 2017 8:48 AM  
**To:** Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
**Subject:** Fwd: Contract for 1404 Kilimanjaro #202, Daphne Williams

Hi Bryan....here is the contract, and the contact information for escrow is in the email below this.  
For the appraisal, please have the appraiser contact me beforehand, and if there is a form you need signed by the seller, who will be paying for the appraisal, just email that to me.

Thanks so much,

Randy Lazer

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

**From:** Griffith, Stacey <[stacey.griffith@ticortitle.com](mailto:stacey.griffith@ticortitle.com)>  
**To:** Ran314 <[Ran314@aol.com](mailto:Ran314@aol.com)>  
**Sent:** Mon, May 22, 2017 1:56 pm  
**Subject:** Contract

Here is the contract, thank you!

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](mailto:Stacey.Griffith@TicorTitle.com)

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

**From:** [itsupport@ticortitle.com](mailto:itsupport@ticortitle.com) [mailto:[itsupport@ticortitle.com](mailto:itsupport@ticortitle.com)]  
**Sent:** Monday, May 22, 2017 1:38 PM  
**To:** Griffith, Stacey <[stacey.griffith@ticortitle.com](mailto:stacey.griffith@ticortitle.com)>  
**Subject:** Message from "RNP002673B19528"

This E-mail was sent from "RNP002673B19528" (MP 4054).

Scan Date: 05.22.2017 13:38:11 (-0700)  
Queries to: [itsupport@ticortitle.com](mailto:itsupport@ticortitle.com)

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This message contains confidential information. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited by law. Email transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of email transmission. If verification is required, please request a hard-copy version. Please visit <https://goalterra.com/privacy-policy/> for our complete privacy guidelines. If at any time you would like to unsubscribe from receiving future emails, please reply to sender requesting to be removed.



**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Thursday, May 25, 2017 3:44 PM  
**To:** Bryan A. Jolly  
**Subject:** Fwd: SRPD and Mold Disclosure for Daphne Williams, 1404 Kilimanjaro

Hey Bryan....I appreciate your help with this, as I am still not even close to getting to my office today, and wanted to send this to you. This attachment is acting a bit weird with my computer. When you get this, you might want to click on the tab at the top that says something like "see slide show".

The SRPD and mold disclosure are the first five pages, and please ignore the few pages after that. For the SRPD if Daphne has any questions, please advise that she can call me, along with the mold disclosure, as you know, both of those forms are to protect the buyer and heighten awareness.

For the SRPD, if Daphne can initial the bottom of each page and sign page 4 by the buyer....and initial at the bottom of page 4, that would be great.

Whenever you need payment for the appraisal, just let me know. If all that you need is credit card information, I can get that from Rosane, if you need her to sign a form, just send it to me.

Thanks so much, and if there is any difficulty with forwarding this or if Daphne has any difficulty printing things out, just let me know, and I will work with it at my office, when I have the opportunity.

Thanks so much,

Randy Lazer

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

**From:** Rosane Krupp <rosanekrupp@yahoo.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Thu, May 11, 2017 12:30 pm  
**Subject:** rosane email 2

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, May 26, 2017 10:22 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: SRPD and Mold Disclosure for Daphne Williams, 1404 Kilamanjaro

Hi Brian....that was pretty weird as when I got the email from Rosane, a tab came up stating "see slide show now", and I clicked on that and viewed all of the pages. So, I am sorry there are some difficulties, and she might need to rescan, because if you can't print it, I don't know that I will. I will likely not be returning to the office until Tuesday, but for these documents, I am not required to have them to Daphne for another month or so, although I like to be on top of things.

So, when I am back in the office, which likely will be Tuesday, I will try and print it out and rescan it. If I can't, I will have Rosane resend.

Thank you for your efforts, and have a good holiday weekend.

Randy

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
Sent: Fri, May 26, 2017 10:14 am  
Subject: RE: SRPD and Mold Disclosure for Daphne Williams, 1404 Kilamanjaro

Good Morning Randy,

I hope this email finds you well! There was no attachment on your previous email, but if you're able to forward it to me I can have Daphne sign this weekend. Also, I should have the appraisal payment form over to you this weekend, if not today. Please advise.

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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



***"Building Wealth Through Homeownership"***

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, May 26, 2017 10:25 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Hey Bryan....this again is weird, but if you scroll down, below my email of yesterday, you can see the docs. However there was no tab for slideshow which I had used to printout the contract. I will try and get things straightened out, but that won't happen until next week.

Thanks,

Randy

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

**From:** Bryan A. Jolly <bjolly@goalterra.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Fri, May 26, 2017 10:14 am  
**Subject:** RE: SRPD and Mold Disclosure for Daphne Williams, 1404 Kilimanjaro

Good Morning Randy,

I hope this email finds you well! There was no attachment on your previous email, but if you're able to forward it to me I can have Daphne sign this weekend. Also, I should have the appraisal payment form over to you this weekend, if not today. Please advise.

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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](#)



***"Building Wealth Through Homeownership"***

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, May 30, 2017 1:06 PM  
**To:** Bryan A. Jolly  
**Subject:** Re: Appraisal Payment for Daphne Williams, 1404 Kilamanjaro

Hi Bryan....I will forward that to Rosane, and hopefully she will take care of it in the next day or two. I will see if I can print the SRPD and Mold disclosures that she sent back when I am in the office later today. If not, I will have her resend. If you don't receive payment for the appraisal by Thursday afternoon, please let me know.

Thanks so much,

Randy

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
Sent: Tue, May 30, 2017 12:32 pm  
Subject: RE: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Good Afternoon Randy,

Attached is the form for payment for the appraisal. The appraisal amount is \$450. Please forward the fully completed and signed form to me at your earliest convenience. Also, I'm still working on getting the condo questionnaire from the HOA management company. I will keep you posted of the review as well.

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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



***"Building Wealth Through Homeownership"***

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, May 30, 2017 4:24 PM  
**To:** Bryan A. Jolly  
**Subject:** Fwd: Appriaisal payment...from Rosane 1404 Kilamanaro  
**Attachments:** payment.jpeg

Hi Bryan...this is the appraisal payment, and Rosane apparently scanned it page by page. I would download and print everything now, but I can't as I have other appts and won't be in the office tomorrow. If you have any difficulties just let me know.

If you can order the appraisal, that would be great, and please have the appraiser contact me before scheduling an appointment.

Thank you,

Randy

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

From: Rosane Krupp <rosanekrupp@yahoo.com>  
To: ran314 <ran314@aol.com>  
Sent: Tue, May 30, 2017 3:56 pm  
Subject: Re: Fwd:Appriaisal payment...this should be the final item requiring payment before escrow closes....

Here is the payment,

On Tuesday, May 30, 2017 4:42 PM, "[ran314@aol.com](mailto:ran314@aol.com)" <[ran314@aol.com](mailto:ran314@aol.com)> wrote:

Hi Rosane...I will call you a little later when I am on the road, as I know that you are working. This is the most important item, as the appraisal will determine the price that the lender will accept to fund the loan.

If you can sign and provide the information and send that back to me, and email that to the loan officer, Bryan Jolly at [bjolly@goalterra.com](mailto:bjolly@goalterra.com) that would be great.

Thanks so much Rosane, as this should do it. Whenever anybody sells a property in Nevada where the buyer is obtaining a loan, and the property is an association, there are three charges the seller will usually incur. One is for the HOA Demand...which you paid. The other is for the buyer's package, which you may need to pay, and the third is the appraisal, which I have attached. The fee is \$450, however, upon closing, you will hopefully receive around \$35,000 or possibly a bit more. I won't know until the appraisal is done.

So, if you have any questions, please call, but I will call you in a while when I am on the road, as I want to hear how things went today. You would have really enjoyed spending Sunday at Amy's, as I was there for 5 hours, and it was a great time. It would have been even better if you were there. We were telling stories and laughing, and everybody was drinking except for me...and Guy...who had exploded his pancreas from all of the drinking he did throughout his life...so no more alcohol for Guy.

Be well, talk soon.

Randy

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

From: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>

To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>  
Sent: Tue, May 30, 2017 12:32 pm  
Subject: RE: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Good Afternoon Randy,

Attached is the form for payment for the appraisal. The appraisal amount is \$450. Please forward the fully completed and signed form to me at your earliest convenience. Also, I'm still working on getting the condo questionnaire from the HOA management company. I will keep you posted of the review as well.

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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



***"Building Wealth Through Homeownership"***

**From:** [ran314@aol.com](mailto:ran314@aol.com) [<mailto:ran314@aol.com>]  
**Sent:** Friday, May 26, 2017 10:25 AM  
**To:** Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
**Subject:** Re: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Hey Bryan....this again is weird, but if you scroll down, below my email of yesterday, you can see the docs. However there was no tab for slideshow which I had used to printout the contract. I will try and get things straightened out, but that won't happen until next week.

Thanks,

Randy

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

From: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>  
Sent: Fri, May 26, 2017 10:14 am  
Subject: RE: SRPD and Mold Disclosure for Daphne Williams, 1404 Kilimanjaro

Good Morning Randy,

I hope this email finds you well! There was no attachment on your previous email, but if you're able to forward it to me I can have Daphne sign this weekend. Also, I should have the appraisal payment form over to you this weekend, if not today. Please advise.

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, May 30, 2017 4:41 PM  
**To:** Bryan A. Jolly  
**Subject:** Fwd: SRPD and Mold Disclosure 1404 Kilimanjaro  
**Attachments:** 20170530\_165424.pdf

Hi Bryan....the SRPD cut off at the bottom for initials, but that is on the second page of this fax. Please have Daphne review everything, and if she has any questions, just have her call me.

For the Seller's Real Property Disclosure, if she can initial at the bottom of pages 1,2,3 and sign on page 4, and initial at the bottom.

Then if she can sign the mold disclosure, that would be great.

When she does, if you can have her email those back to me, that would be great.

Thank you again for your efforts.

Randy

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

**From:** Hecker Real Estate <noreply@heckerrealestate.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Tue, May 30, 2017 4:39 pm  
**Subject:** Scanned at Hecker Real Estate

**Reply to:** Hecker Real Estate <noreply@heckerrealestate.com>  
**Device Name:** HECKER  
**Device Model:** MX-2300N  
**Location:** BACK OFFICE

**File Format:** PDF MMR(G4)  
**Resolution:** 200dpi x 200dpi

Attached file is scanned image in PDF format.

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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, June 7, 2017 7:32 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: 1404 Kilamanjaro, Daphne Williams

Hi Bryan....I just wanted to touch base, and see if the appraisal has been ordered, as I was hoping the appraiser would contact me before heading out. I am traveling the next few days, where I may or may not be able to respond quickly. I hope that things are on schedule. Thank you,

Randy Lazer

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

**From:** Bryan A. Jolly <bjolly@goalterra.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Tue, May 30, 2017 12:32 pm  
**Subject:** RE: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Good Afternoon Randy,

Attached is the form for payment for the appraisal. The appraisal amount is \$450. Please forward the fully completed and signed form to me at your earliest convenience. Also, I'm still working on getting the condo questionnaire from the HOA management company. I will keep you posted of the review as well.

Thanks,

Bryan Jolly  
Loan Officer  
NMLS #273205

**Alterra Home Loans**

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

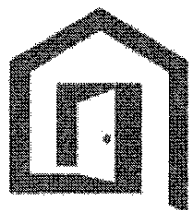
Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](#)



**Alterra**  
Home Loans  
Building Wealth Through Homeownership

***"Building Wealth Through Homeownership"***

**From:** [ran314@aol.com](mailto:ran314@aol.com) [<mailto:ran314@aol.com>]

**Sent:** Friday, May 26, 2017 10:25 AM



**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, June 7, 2017 8:21 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: 1404 Kilimanjaro, Daphne Williams

Thanks Bryan...if I have a couple of comps, should I email them to you or the appraiser? There are some properties in escrow that are smaller and were listed higher.  
Also, this unit is more upgraded than some that sold that were in not so good condition.

Please let me know where to send this info.

Thanks,

Randy

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From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
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Subject: Re: 1404 Kilimanjaro, Daphne Williams

Hey Randy,

The appraisal is scheduled for this afternoon and the report should hopefully be available by Friday. There were some scheduling issues with the appraiser as to why it was pushed back to today.

Sent from my Samsung Galaxy S8+

Thanks,

Bryan Jolly

Loan Officer

NMLS #273205

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Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

**From:** ran314@aol.com <ran314@aol.com>  
**Sent:** Wednesday, June 7, 2017 7:31:45 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: 1404 Kilimanjaro, Daphne Williams

Hi Bryan...I just wanted to touch base, and see if the appraisal has been ordered, as I was hoping the appraiser would contact me before heading out. I am traveling the next few days, where I may or may not be able to respond quickly. I hope that things are on schedule. Thank you,

Randy Lazer

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Thanks,

Bryan Jolly  
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NMLS #273205  
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Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



***"Building Wealth Through Homeownership"***

**From:** ran314@aol.com [mailto:ran314@aol.com]  
**Sent:** Friday, May 26, 2017 10:25 AM  
**To:** Bryan A. Jolly <bjolly@goalterra.com>  
**Subject:** Re: SRPD and Mold Disclosure for Daphne Williams....I checked the email I sent you...

Hey Bryan....this again is weird, but if you scroll down, below my email of yesterday, you can see the docs. However there was no tab for slideshow which I had used to printout the contract. I will try and get things straightened out, but that won't happen until next week.

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, June 7, 2017 8:42 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: 1404 Kilimanjaro.....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 Kilimanjaro, 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

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Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

**Bryan A. Jolly**

---

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

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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 Kilimanjaro, Daphne Williams

Hey Randy,

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Sent from my Samsung Galaxy S8+

Thanks,

Bryan Jolly

Loan Officer

NMLS #273205

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Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

**From:** ran314@aol.com <ran314@aol.com>  
**Sent:** Wednesday, June 7, 2017 8:21:09 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: 1404 Kilimanjaro, Daphne Williams

Thanks Bryan...if I have a couple of comps, should I email them to you or the appraiser? There are some properties in escrow that are smaller and were listed higher.  
Also, this unit is more upgraded than some that sold that were in not so good condition.

Please let me know where to send this info.

Thanks,

Randy

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

**From:** Bryan A. Jolly <bjolly@goalterra.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Wed, Jun 7, 2017 7:38 am  
**Subject:** Re: 1404 Kilimanjaro, Daphne Williams

Hey Randy,

The appraisal is scheduled for this afternoon and the report should hopefully be available by Friday. There were some scheduling issues with the appraiser as to why it was pushed back to today.

Sent from my Samsung Galaxy S8+

Thanks,

Bryan Jolly

Loan Officer

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Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

---

**From:** ran314@aol.com <ran314@aol.com>  
**Sent:** Wednesday, June 7, 2017 7:31:45 AM

**Bryan A. Jolly**

---

**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

Las Vegas, NV 89146

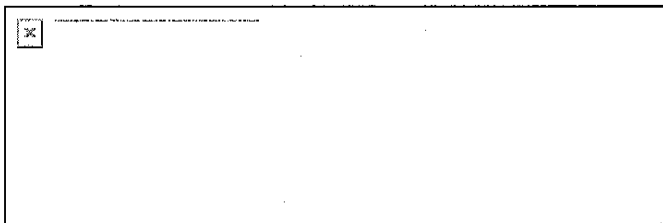
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Website: [Alterra Home Loans - Bryan Jolly](#)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, June 23, 2017 7:03 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: Status of loan for Daphne Williams, 1404 Kilimanjaro

Hi Bryan.....please advise of what you would consider to be an estimated closing date, as per the contract, the close of escrow is to be on or before 6/30, which was allowing about 6 weeks.

I would have expected loan docs to be delivered in 4 weeks or less, so please share if there had been any delays in the processing of the loan, whether from the association (for which I don't believe that occurred, as the \$350 was paid by Daphne at a relatively early juncture for the review by your company of the association docs), or if there were issues of documentation that took the borrower some time to provide.

Please let me know on this, as I will be discussing things with the seller today, and all that I know is we are supposed to close in a week, and I have no idea of where things are after speaking with Daphne last night.

Please inform me so I can at least relay to the seller what has transpired, when escrow would be expected to close, and what has caused delays in the processing of this loan.

Thank you,

Randy Lazer

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
Sent: Fri, Jun 9, 2017 1:40 pm  
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  
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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, June 23, 2017 11:58 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: From Randy Lazer.....I think it would be great if you could call me...I just left a message for you

Hi Bryan...I need to speak to the seller shortly, and there are a couple of contractual provisions that would be good to review with you.

Although I appreciate your email, I am surprised that it took 24 days from when you had mentioned on May 30, that you were still working to procure an association questionnaire, which means that obviously you were working on that beforehand. I understand that the buyer needed to pay \$350, but I have never had an association questionnaire take more than a few days to arrive, so it would be great if you could enlighten me on why likely more than a month passed to obtain an association questionnaire.

The seller is going to make a decision whether or not she is going to extend the escrow, and I think if we talk that would likely be beneficial.

I just left a voice message, but, please call me at 702-271-1295 at your earliest opportunity.

Thank you,

Randy Lazer

-----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

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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, June 23, 2017 2:45 PM  
**To:** Bryan A. Jolly; dlwilliams123@gmail.com  
**Subject:** Re: Regarding 1404 Kilimanjaro and options for proceeding

I spoke with the seller at length this afternoon, and can share that it is my hope this transaction will close successfully, as that is what the seller desires, and as you are aware, I represent her best interests. In compliance with my code of ethics, I advise all parties to seek legal counsel and state that I am not an attorney.

I will share the seller's terms for extending the close of escrow date after the following, noting what has transpired, and again relay the seller does desire the successful close of escrow.

There have been delays that should not have occurred, and candidly, loan documents should have been delivered to escrow a week ago had things proceeded efficiently. The contract was received by the lender on May 23, yet, the appraisal report was not sent until June 9. In most cases, the appraisal would have been in prior to May 31, so at least 10 days were lost.

The due diligence period was for 10 days commencing upon receipt of the appraisal, yet the home inspection report was received by myself after the expiration of the due diligence period. There is virtually no reason that a home inspector could not have been to the property on or before June 12. I always respect hard working people, but arrangements could have been made to allow a home inspector access, as there is no terminology in the contract referencing an extension of the due diligence period because things are not conducive to one's schedule. Again, another week lost.

Today I learned that a lender was working with obtaining an association questionnaire that likely is supposed to be delivered within 10 business days of payment (at least with reference to the statute for the buyer's package). Thus with the lender's receipt of the contract by May 23, I would surely expect the questionnaire to have been received prior to June 8, and not, June 24.

The above occurrences are what lead to the delay which has jeopardized this transaction, as the contract calls for a close of escrow on or before June 30, and as of today, the loan officer could not provide me an estimated date of closing.

Additionally, per the terms of the contract, the buyer had 30 days to provide written notice of cancellation, otherwise, as noted in in Section 2, Clause C on page 2, "buyer shall be deemed to have waived the loan contingency". Per my understanding (and again, I always advise legal counsel), if the contract doesn't close on or before June 30, given that I have not received any notification from the buyer within the 30 day time frame stipulated in the contract, the seller would have a claim upon the earnest money. This due to the loan contingency having been waived by the buyer, should the property not close escrow. Earnest money is offered in many cases to take a property off of the market, (for which has been the case with this property since May 23), and the terms of the contract are what binds both parties.

I shared this so everybody can first have an understanding of the nature of my discussions with the seller, for which she authorized me to disclose, and also, so everybody can understand how the seller arrived at the following as far as proceeding with the contract.

The seller has indicated three options of proceeding;

- 1) If the escrow can close on or before June 30, then the seller will credit the buyer with \$500 for repairs. I would ask for Bryan's input, as this \$500 credit could also occur via the rent that was mentioned in the contract, or outside of escrow, or a reduction of the sales price, whatever the lender would indicate would be appropriate.
- 2) If the escrow does not close on or before June 30, and the buyer desires to extend the escrow through July 15, 2017, the seller will agree to that, but will not pay anything for repairs. I would inform the buyer that I received the home inspection report outside of the due diligence period, and advise the buyer to review with an attorney Section 7, clauses A,B, and C, which likely indicate the buyer has accepted the condition of the property without the requirement of any repairs being done by the seller. As I received the inspection report outside of the due diligence time frame, then per the wording of the contract, "Buyer shall be deemed to have waived the Due Diligence Condition".

3) Should the escrow not be able to close on or before July 15, 2017, the seller will not allow any further extensions, and will place a claim upon the buyer's earnest money.

Again, so everybody is clear...1) If escrow closes on or before June 30, the seller will credit the buyer \$500 for repairs, or will provide a \$500 credit to the buyer in compliance with the lender's approval/regulations/guidance. 2) If the buyer desires an extension of escrow through July 15, and is confident of closing escrow based upon her communications with her lender, then the seller will allow for an extension of escrow through July 15, but will not contribute any money for repairs. 3) If the buyer cannot close this transaction on or before July 15, the seller will place a claim on the earnest money per the provisions of the contract that were cited in Section 2.

Please let me know how the buyer desires to proceed so I can draft the appropriate addendum. If the property can close on or before July 15, the seller has indicated she will make that happen. Should the buyer desire to cancel the transaction at this juncture, she surely can, but the seller would require a release of the earnest money to her per the terms of the contract.

Thank you for your consideration.

Sincerely,

Randy Lazer

-----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  
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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Monday, June 26, 2017 7:54 AM  
**To:** Bryan A. Jolly  
**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](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Monday, June 26, 2017 8:22 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: Regarding 1404 Kilimanjaro and options for proceeding

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.

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

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

**From:** Bryan A. Jolly <bjolly@goalterra.com>  
**To:** ran314 <ran314@aol.com>; dlwilliams123 <dlwilliams123@gmail.com>  
**Sent:** Mon, Jun 26, 2017 8:08 am  
**Subject:** RE: Regarding 1404 Kilimanjaro and options for proceeding

Good Morning Randy,

I hope this email finds you well! I have spoken with the buyer and she hopes the deal can close successfully as well. We're both confident that we will close on or before July 15, 2017, as stated in your email. The buyer would like some verbiage added to the contract to ensure there is an agreement in place regarding how the seller's belongings will be removed from the property on or before the agreed upon closing date.

This verbiage is necessary according to the buyer since the seller lives out of town and doesn't plan to return to handle the selling and/or removal of her furniture and other items that are currently in the property. The buyer is requesting the addendum to include the following statement/stipulation:

"The seller and buyer agree to have the title company hold \$500.00 of the seller's proceeds in escrow to be given to the buyer for the removal/disposal of any furniture and belongings (see list below) the seller has remaining on the property on the close of escrow date. If all of the seller's belongings as noted below are removed on or before the close of escrow date, the \$500.00 will be given to the seller.

2 chairs  
3 potted plants  
4 window boxes  
5 nesting tables  
1 Coffee table  
1 green 6 foot couch  
1 Wood dining table w/ 4 chairs  
1 Black lacquer chest  
1 Hanging mirror  
1 white chair  
1 computer desk  
1 ottoman  
1 office chair  
1 weight bench  
1 Floor vacuum  
10 white plastic storage boxes  
1 mattress  
1 box spring  
2 end tables

Please advise at your earliest convenience and let me know if anything further is needed at this time.

Thanks,

Bryan Jolly  
Loan Officer

NMLS #273205

**Alterra Home Loans**

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

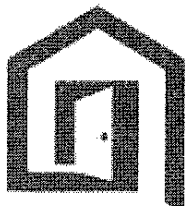
Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](#)



**Alterra**  
Home Loans  
Building Wealth Through Homeownership

***"Building Wealth Through Homeownership"***

**From:** ran314@aol.com [mailto:ran314@aol.com]  
**Sent:** Friday, June 23, 2017 2:45 PM  
**To:** Bryan A. Jolly <bjolly@goalterra.com>; dlwilliams123@gmail.com  
**Subject:** Re: Regarding 1404 Kilimanjaro and options for proceeding

I spoke with the seller at length this afternoon, and can share that it is my hope this transaction will close successfully, as that is what the seller desires, and as you are aware, I represent her best interests. In compliance with my code of ethics, I advise all parties to seek legal counsel and state that I am not an attorney.

I will share the seller's terms for extending the close of escrow date after the following, noting what has transpired, and again relay the seller does desire the successful close of escrow.

There have been delays that should not have occurred, and candidly, loan documents should have been delivered to escrow a week ago had things proceeded efficiently. The contract was received by the lender on May 23, yet, the appraisal report was not sent until June 9. In most cases, the appraisal would have been in prior to May 31, so at least 10 days were lost.

The due diligence period was for 10 days commencing upon receipt of the appraisal, yet the home inspection report was received by myself after the expiration of the due diligence period. There is virtually no reason that a home inspector could not have been to the property on or before June 12. I always respect hard working people, but arrangements could have been made to allow a home inspector access, as there is no terminology in the contract referencing an extension of the due diligence period because things are not conducive to one's schedule. Again, another week lost.

Today I learned that a lender was working with obtaining an association questionnaire that likely is supposed to be delivered within 10 business days of payment (at least with reference to the statute for the buyer's package). Thus with the lender's receipt of the contract by May 23, I would surely expect the questionnaire to have been received prior to June 8, and not, June 24.

The above occurrences are what lead to the delay which has jeopardized this transaction, as the contract calls for a close of escrow on or before June 30, and as of today, the loan officer could not provide me an estimated date of closing.

Additionally, per the terms of the contract, the buyer had 30 days to provide written notice of cancellation, otherwise, as noted in in Section 2, Clause C on page 2, "buyer shall be deemed to have waived the loan contingency". Per my understanding (and again, I always advise legal counsel), if the contract doesn't close on or before June 30, given that I have not received any notification from the buyer within the 30 day time frame stipulated in the contract, the seller would have a claim upon the earnest money. This due to the loan contingency having been waived by the buyer, should the property not close escrow. Earnest money is offered in many cases to take a property off of the market, (for which has been the case with this property since May 23), and the terms of the contract are what binds both parties.

I shared this so everybody can first have an understanding of the nature of my discussions with the seller, for which she authorized me to disclose, and also, so everybody can understand how the seller arrived at the following as far as proceeding with the contract.

The seller has indicated three options of proceeding;

1) If the escrow can close on or before June 30, then the seller will credit the buyer with \$500 for repairs. I would ask for Bryan's input, as this \$500 credit could also occur via the rent that was mentioned in the contract, or outside of escrow, or a reduction of the sales price, whatever the lender would indicate would be appropriate.

2) If the escrow does not close on or before June 30, and the buyer desires to extend the escrow through July 15, 2017, the seller will agree to that, but will not pay anything for repairs. I would inform the buyer that I received the home inspection report outside of the due diligence period, and advise the buyer to review with an attorney Section 7, clauses A,B, and C, which likely indicate the buyer has accepted the condition of the property without the requirement of any repairs being done by the seller. As I received the inspection report outside of the due diligence time frame, then per the wording of the contract, "Buyer shall be deemed to have waived the Due Diligence Condition".

3) Should the escrow not be able to close on or before July 15, 2017, the seller will not allow any further extensions, and will place a claim upon the buyer's earnest money.

Again, so everybody is clear....1) If escrow closes on or before June 30, the seller will credit the buyer \$500 for repairs, or will provide a \$500 credit to the buyer in compliance with the lender's approval/regulations/guidance. 2) If the buyer desires an extension of escrow through July 15, and is confident of closing escrow based upon her communications with her lender, then the seller will allow for an extension of escrow through July 15, but will not contribute any money for repairs. 3) If the buyer cannot close this transaction on or before July 15, the seller will place a claim on the earnest money per the provisions of the contract that were cited in Section 2.

Please let me know how the buyer desires to proceed so I can draft the appropriate addendum. If the property can close on or before July 15, the seller has indicated she will make that happen. Should the buyer desire to cancel the transaction at this juncture, she surely can, but the seller would require a release of the earnest money to her per the terms of the contract.

Thank you for your consideration.

Sincerely,

Randy Lazer

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

From: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>  
Cc: Daphne Williams <[dlwilliams123@gmail.com](mailto: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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, June 27, 2017 8:20 AM  
**To:** Bryan A. Jolly  
**Subject:** Fwd: Addendum for Daphne Williams  
**Attachments:** payment 1.jpeg

Hi Bryan....It was very good talking with you yesterday, and I surely appreciate that you were representing the best interests of your client. I wish that this escrow could have closed on schedule, as at least from my perspective it certainly should have, and I was glad to hear that you definitely like closing this type of loan in three weeks..and not six.

OK....I hope this addendum is satisfactory, and I had sent it to Daphne. This extends escrow through 7/17, and basically notes that Daphne needs to allow reasonable access to parties Rosane designates to remove her possessions. I think one person is going to take care of everything, so Rosane will have all of her stuff out prior to close of escrow...as she is required to in the contract.

If there are any difficulties with this addendum, just let me know, as I drew up what Rosane authorized me to.

I thank you for the discussion we had yesterday. You strike me as a hard working guy who gave some thought about things, and who did what was necessary in following the instructions provided by his client, and that I surely respect.

Be well,

Randy

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

**From:** Rosane Krupp <rosanekrupp@yahoo.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Tue, Jun 27, 2017 4:07 am  
**Subject:** Addendum

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, June 27, 2017 3:11 PM  
**To:** Bryan A. Jolly  
**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 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".

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,

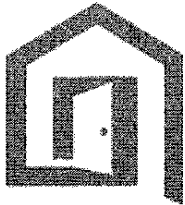
I appreciate our conversation today and just wanted to recap what we discussed so that we can stay on the same page going forward to ensure the closing of the file:

- 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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](#)



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**From:** [ran314@aol.com](mailto:ran314@aol.com) [mailto:[ran314@aol.com](mailto:ran314@aol.com)]

**Sent:** Monday, June 26, 2017 7:54 AM

**To:** Bryan A. Jolly <[bjolly@goalterra.com](mailto: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](mailto:bjolly@goalterra.com)>

To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>

Cc: Daphne Williams <[dwilliams123@gmail.com](mailto:dwilliams123@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](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, June 28, 2017 1:05 PM  
**To:** dlwilliams123@icloud.com; Bryan A. Jolly  
**Subject:** Fwd: Regarding 1404 Kilimanjaro  
**Attachments:** Addendum 2.jpeg

This addendum was authorized and signed by Rosane. Per my communications with her we discussed the contract date of the close of escrow on June 30, and that there were no other terms that could be revised for this addendum. I always advise legal counsel, and disclose what I am authorized to disclose.

If this addendum is acceptable, then sign and return. If not, then again, I advise you to seek legal counsel and provide notification or communication as desired, and the seller shall proceed per her best interests.

Randy Lazer

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

From: Rosane Krupp <rosanekrupp@yahoo.com>  
To: ran314 <ran314@aol.com>  
Sent: Wed, Jun 28, 2017 11:17 am  
Subject: Re: Fwd: New addendum...

Here is the second addendum ,

Thanks

Rosane

On Tuesday, June 27, 2017 9:46 PM, "ran314@aol.com" <ran314@aol.com> wrote:

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

From: Hecker Real Estate <noreply@heckerrealestate.com>  
To: ran314 <ran314@aol.com>  
Sent: Tue, Jun 27, 2017 6:31 pm  
Subject: Scanned at Hecker Real Estate

Reply to: Hecker Real Estate <noreply@heckerrealestate.com>

Device Name: HECKER

Device Model: MX-2300N

Location: BACK OFFICE

File Format: PDF MMR(G4)

Resolution: 200dpi x 200dpi

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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Sunday, July 9, 2017 7:12 AM  
**To:** dlwilliams123@icloud.com; dlwilliams123@gmail.com; Bryan A. Jolly  
**Subject:** Re:1404 Kilimanjaro Lane, Unit 202

This is sent per the authorization of the seller, noting that per the addendum, escrow is scheduled to close on or before July 17, 2017.

As I have not received any updates on the status of the loan since June 26, when the lender indicated there should not be any difficulty closing on or before July 17, I am sending this as a bit of a reminder. As both the buyer and lender have been aware for quite some time, the seller is out of state. To have this escrow close on schedule, likely loan documents will need to be at escrow likely no later than July 13.

Now, perhaps loan documents will arrive tomorrow, or Tuesday, or Wednesday, and if the buyer and lender proceed such that the terms of the addendum can be met, per the seller, that is satisfactory. If things are on track, that is great, and an update would be appreciated. I also have not received the SRPD and Mold Disclosure with the buyer's signature, and per the contract, the buyer has the right to do a walk through and submit the form to myself.

Thus, if loan docs will be out with near 100 percent certainty in the next few days, then there is no need to read any further.

The rest of this email is concerned with the circumstance that things aren't on track. Again, if I had received an update telling me loan docs are likely to be at escrow in the next business day or two, then I would not be communicating the following.

The seller has instructed me to share that she has indicated there will not be any further extensions to escrow. At this juncture, in compliance with my code of ethics, I will advise all parties to seek legal counsel should the terms of the addendum and the contract not be honored. I also note that I am not an attorney.

The seller indicated that should escrow fail to close on or before July 17, through no fault of the seller, that per the terms of the contract, the seller would issue an instruction for escrow to release the buyer's earnest funds of \$1000 to her. This, for failing to close escrow in compliance with the terms of the contract and addendum, noting the buyer had by their actions waived the due diligence condition, and the contingency of loan approval, which expired 30 days after the date of the executed contract.

The expiration of the buyer's due diligence period, and the waiving of the contingency of loan approval had been noted in a previous email to the buyer approximately two weeks ago. Again, this is conveying information per the request of the seller. If this transaction will close in compliance with the contract, that is fine per the seller. Through no fault of the seller should this transaction not close per the terms of the addendum, on or before July 17, then the buyer is aware the seller will likely issue an instruction of cancelation, calling for the release of the buyer's earnest funds.

Sincerely,

Randy Lazer

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

**From:** Daphne Williams <dlwilliams123@icloud.com>  
**To:** ran314 <ran314@aol.com>  
**Cc:** Bryan A. Jolly <bjolly@goalterra.com>  
**Sent:** Thu, Jun 29, 2017 9:39 am  
**Subject:** Re: Signed addendum for 1404 Kilimanjaro Lane, Unit 202

Thanks.

Sent from my iPhone

On Jun 28, 2017, at 6:38 PM, [ran314@aol.com](mailto:ran314@aol.com) wrote:

Thank you. To the best of my understanding all that remains would be when Bryan indicates the loan documents are at escrow, you will need to make an appointment to sign the documents and bring in certified funds for the balance of the down payment and the closing costs involved.

Typically to close escrow (and it is dependent upon the lender), it is often a good idea to be able to sign loan documents 2 or 3 days before the close of escrow, as the lender has to fund the loan. So although some loans will close the same day, others can be a day or two.

Escrow should notify you by emailing you a statement of the downpayment and costs involved, with a dollar amount that you will need to bring in. Often escrow companies have a \$200 pad, for which that is used for any overage of the estimated amounts, and the rest is refundable.

All that I need to know is when loan docs arrive, as Rosane may or may not need to sign some forms, and escrow will have to overnight the documents to Rosane.

Thus, as soon as the loan docs are in, all parties should work with escrow so the loan can fund and the property can be recorded in your name.

Thank you,

Randy

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

From: Daphne Williams <[dlwilliams123@icloud.com](mailto:dlwilliams123@icloud.com)>

To: RAN314 <[RAN314@aol.com](mailto:RAN314@aol.com)>; Rosane Krupp <[rosanekrupp@yahoo.com](mailto:rosanekrupp@yahoo.com)>; Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>

Sent: Wed, Jun 28, 2017 5:15 pm

Subject: Signed addendum for 1404 Kilimanjaro Lane, Unit 202

Hello Randy, Rosanne and Bryan,  
I agree to the terms in the attached addendum.

If there is anything else I need to do, please let me know.

Thanks,

Daphne Williams

Sent from my iPhone



**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Wednesday, July 12, 2017 9:54 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: Regarding 1404 Kilimanjaro

Thank you Bryan....much appreciated

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>; Daphne Williams <dlwilliams123@gmail.com>  
Sent: Wed, Jul 12, 2017 12:25 am  
Subject: Regarding 1404 Kilimanjaro

Good Evening All,

I just wanted to send an update on the file to keep all parties informed. As of now the file is in final underwriting with the underwriter and I hope that it is cleared to close on Wednesday July 12<sup>th</sup> so that we can still meet the July 17<sup>th</sup> closing date. I have escalated the file to management and everyone is on board to do everything possible on our end to meet the closing date. I will be providing an update tomorrow once I have an update on the status. Have a great evening!

Thanks,

Bryan Jolly  
Loan Officer  
NMLS #273205

**Alterra Home Loans**

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

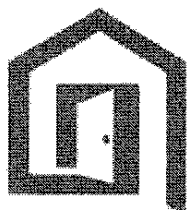
Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](#)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Thursday, July 13, 2017 9:31 AM  
**To:** Bryan A. Jolly  
**Subject:** Re: Regarding 1404 Kilimanjaro

Hi Bryan....the seller is out of state...so if there are any forms that you would require, please send them to escrow, and escrow will need to overnight the package.

Thank you,

Randy

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

**From:** Bryan A. Jolly <bjolly@goalterra.com>  
**To:** ran314 <ran314@aol.com>; Daphne Williams <dlwilliams123@gmail.com>  
**Sent:** Thu, Jul 13, 2017 9:00 am  
**Subject:** RE: Regarding 1404 Kilimanjaro

Good Morning All,

I wanted to provide an update in regards to the closing of the loan. The final loan estimate form came out late yesterday and has been sent to Ms. Williams. I'm expecting the CD/closing disclosure to come out today, which would put us in position to sign as early as Saturday, if title permits, or on Monday. If the signing is completed before 9:30am on Monday, I will personally take the documents back to our corporate office in Tivoli Village so we can possibly fund and record the same day. Please let me know if you have any questions at this time and thank you for your time.

Thanks,

Bryan Jolly  
Loan Officer  
NMLS #273205

**Alterra Home Loans**

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

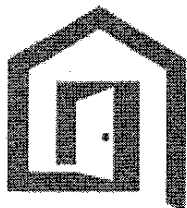
Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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***"Building Wealth Through Homeownership"***

**From:** [ran314@aol.com](mailto:ran314@aol.com) [mailto:[ran314@aol.com](mailto:ran314@aol.com)]  
**Sent:** Wednesday, July 12, 2017 9:54 AM  
**To:** Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
**Subject:** Re: Regarding 1404 Kilimanjaro

Thank you Bryan....much appreciated

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

From: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
To: [ran314 <ran314@aol.com>](mailto:ran314@aol.com); Daphne Williams <[dlwilliams123@gmail.com](mailto:dlwilliams123@gmail.com)>  
Sent: Wed, Jul 12, 2017 12:25 am  
Subject: Regarding 1404 Kilimanjaro

Good Evening All,

I just wanted to send an update on the file to keep all parties informed. As of now the file is in final underwriting with the underwriter and I hope that it is cleared to close on Wednesday July 12<sup>th</sup> so that we can still meet the July 17<sup>th</sup> closing date. I have escalated the file to management and everyone is on board to do everything possible on our end to meet the closing date. I will be providing an update tomorrow once I have an update on the status. Have a great evening!

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](mailto:bjolly@goalterra.com)  
Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, July 18, 2017 8:59 AM  
**To:** dlwilliams123@gmail.com; Bryan A. Jolly  
**Subject:** Fwd: 1404 Kilamanjaro Addendum for extension of escrow through July 20  
**Attachments:** Addendum 3.jpeg

I am authorized to share the seller was considering cancelation, as this property, which should have taken approximately three weeks to close (per the lender and with my 26 years of experience in real estate), not only failed to close in over five weeks to comply with the contract date, but then failed to close after a 17 day extension of the escrow period.

That after having detailed discussions with the lender that the transaction should have closed escrow on or before July 14, but the seller allowed three extra days, and still things were not complete. I write this to convey that to the best of my knowledge this is the final extension, and I would advise the property close on or before 7/20, otherwise the seller very well may opt to cancel the transaction, and seek the release of the buyer's earnest money in compliance with the terms of the contract. As always, per my code of ethics I advise all parties seek legal counsel.

On a separate issue, the seller made arrangements to have all furnishings removed. The buyer/tenant prevented some of the sellers possessions from being removed, and did so without notifying myself (at least to the best of my knowledge). Now, different arrangements need to be made at an additional cost due to the buyer/tenant's wrongful actions.

These items may or may not be removed prior to the close of escrow, as the seller is seeking to make new arrangements. Should the buyer/tenant remove or damage those items, the buyer/tenant will be held responsible within the full extent of the law, as her actions again prevented their removal from the property.

If this addendum is acceptable, then please sign and return to myself. If not, please notify myself, and the seller will likely proceed with cancelation.

Sincerely,

Randy Lazer

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

From: Hecker Real Estate <[noreply@heckerrealestate.com](mailto:noreply@heckerrealestate.com)>  
To: ran314 <[ran314@aol.com](mailto:ran314@aol.com)>  
Sent: Sun, Jul 16, 2017 4:07 pm  
Subject: Scanned at Hecker Real Estate

Reply to: Hecker Real Estate <[noreply@heckerrealestate.com](mailto:noreply@heckerrealestate.com)>  
Device Name: HECKER  
Device Model: MX-2300N  
Location: BACK OFFICE

File Format: PDF MMR(G4)  
Resolution: 200dpi x 200dpi

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**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, July 18, 2017 10:47 AM  
**To:** Joanna.denney@ticortitle.com; jodie.harvey@ticortitle.com; Bryan A. Jolly  
**Subject:** Fwd: 1404 Kilimanajaro #202 Signed Addendum for extension of escrow through 7/20  
**Attachments:** IMG\_0749.JPG

Hi Joanna and Jodie....well, hopefully everything will wrap up soon. I believe the seller had signed everything as of last week, and loan docs should be arriving from the lender. Please keep me apprised, and I thank you for your excellent work....as always!

Be well,

Randy Lazer

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

**From:** Daphne Williams <dlwilliams123@gmail.com>  
**To:** RAN314 <RAN314@aol.com>; Bryan A. Jolly <bjolly@goalterra.com>  
**Sent:** Tue, Jul 18, 2017 10:11 am  
**Subject:** My signed and dated addendum

My signed and dated addendum.

Sent from my iPhone



**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, July 18, 2017 12:15 PM  
**To:** Bryan A. Jolly  
**Subject:** Re: Furnishings....and Close of Escrow

Bryan...regarding the furniture, the facts are that Rosane had made arrangements for all furnishings to be removed, as I had communicated to Rosane that it wasn't important whether I receive any of her furnishings or not. So, a person came to remove all of the furnishings, and Ms. Williams prevented him from removing some furnishings (likely which you noted), and did not contact myself. Had it not been for Ms. Williams actions and her negligence in failing to communicate with me if she had any questions, all furnishings would have been removed.,

So now, additional arrangements have to be made, which represent an additional cost for the seller. Although you never implied such, it isn't my contractual responsibility to be involved with furniture removal, but I am seeing if my company's property management department can send a person with a truck. If that doesn't work, Rosane will need to make other arrangements.

As I advised Ms. Williams, should escrow close, and the furnishings that were not removed prior to close of escrow due to her wrongful actions, are damaged or not available for pick up (which I surely hope would not be the case, nor would I imply such), then the seller might choose to legally proceed. Due to the circumstances, for the seller's best interests, this was referenced to be disclosed to the buyer, and again, the buyer has been fine to this point regarding access, and no accusations or insinuations are made.

So, I do hope that somebody will be in contact with Ms. Williams in the next few days, and things will be taken care of.

Lastly Bryan...the seller is out of patience to the best of my understanding. When we spoke on June 26, you told me that this escrow should easily close (barring the unexpected) on or before July 14. I then recommended July 17, to provide some extra time. Despite per your words that barring some unforeseen circumstances, something truly unusual, that there would be a 100 percent probability of this escrow closing on or before July 17, that did not occur, and when I spoke with you last week, you indicated that you would need one or two days more.

If you can't close it by Thursday, this is through no fault of the seller, as she has delivered all documents to escrow. This property was supposed to close by contract on or before June 30, from which you and the buyer had more than five weeks on what should have taken three weeks. You then requested a 14 day extension, and were given 17 days. You then requested two days without any stipulations last week, and you were given three. I suggest if your client desires to purchase this property, you and her find a way to get this recorded on or before Thursday.

If not, that is ok. The seller will issue cancelation instructions and request the release of the buyer's earnest money, at least per my conversation with her. She has had enough, on what should have been a very easy and calm transaction, and I can state from my understanding the reason that we are where we are, is through the buyer's negligence, particularly given your words to me, which I fully believe, that this would have been a three week closing given your expertise and a diligent client.

Time to wrap this thing up....one way or the other.

Thank you,

Randy Lazer

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>; dlwilliams123 <dlwilliams123@gmail.com>  
Sent: Tue, Jul 18, 2017 11:01 am  
Subject: RE: 1404 Kilimanjaro Addendum for extension of escrow through July 20

Good Morning Randy,

I hope this email finds you well! I have spoken with the buyer this morning and with management on my end in regards to getting the file closed ASAP. We were expecting to hopefully receive the extension yesterday so that underwriting could clear the file to close and send out docs, but we're trying to expedite the process now. We're hoping Miss Williams will be able to sign early tomorrow, which should give us enough time to fund and close before close of business Thursday.

In regards to the other items of your email, Miss Williams communicated with me that she has followed the seller's directions in regards to the removal of the furniture. Two different parties have been to the residence to remove furniture and the only outstanding items that remain is the furniture on the patio and a white chair. The buyer had a text conversation with the seller where the seller stated that you would probably be sending someone over for the remaining items, but she would let her know for sure. That was the last correspondence regarding the furniture per the buyer. Please advise.

I sincerely thank all parties involved for your diligent efforts on getting the file closed. We are now in the home stretch and I hope that everything is done by tomorrow, Thursday at the latest. Attached, on page 2, is the buyer signed addendum. Miss Williams noticed that the seller did not date next to her signature, which underwriting will require to be done before closing. Please advise.

Thanks,

Bryan Jolly  
Loan Officer  
NMLS #273205

**Alterra Home Loans**

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

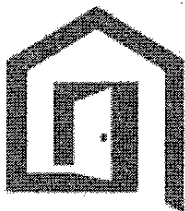
Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](http://Alterra Home Loans - Bryan Jolly)



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**From:** [ran314@aol.com](mailto:ran314@aol.com) [mailto:[ran314@aol.com](mailto:ran314@aol.com)]

**Sent:** Tuesday, July 18, 2017 8:59 AM

**To:** [dwilliams123@gmail.com](mailto:dwilliams123@gmail.com); Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>

**Subject:** Fwd: 1404 Kilamanjaro Addendum for extension of escrow through July 20

I am authorized to share the seller was considering cancelation, as this property, which should have taken approximately three weeks to close (per the lender and with my 26 years of experience in real estate), not only failed to close in over five weeks to comply with the contract date, but then failed to close after a 17 day extension of the escrow period.

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Tuesday, July 18, 2017 2:41 PM  
**To:** Bryan A. Jolly  
**Subject:** Re: Furnishings....and Close of Escrow...Thank you Bryan...

Bryan...again, I appreciate your efforts. My belief is that with a diligent client, you would have closed this transaction in three weeks. I also believe that you are being asked to give additional time, likely with no benefit to yourself, that is typically outside of the scope of your duties, and are doing so out of good will and to assist your client.

I will share that this should have been a very smooth transaction, yet the buyer has created many problems, whether from apparent negligence in providing payment so you could have the condo questionnaire in a timely manner, and thus close on schedule, or creating an issue about a phrase of providing reasonable access, despite similar language was used in her lease, and then knowingly and wrongfully accusing me of terrible behavior and violations of my code of ethics, and wrongfully threatening myself and my broker, along with preventing removal of some furnishings, and doing so without communicating with me. So, what should have been a very pleasant and efficient transaction, has been neither, and this rests with the actions that Ms. Williams has taken.

Bryan....I thank you for your communications and your efforts. What I share is that per my conversation with the seller, she has clearly indicated if this transaction doesn't close on Thursday, she is canceling the transaction, and I surely hope things will close on Thursday. If you need anything else from me, just let me know.

Thank you,

Randy Lazer

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

From: Bryan A. Jolly <bjolly@goalterra.com>  
To: ran314 <ran314@aol.com>  
Sent: Tue, Jul 18, 2017 2:28 pm  
Subject: Re: Furnishings....and Close of Escrow

Hey Randy,

I appreciate your email and I assure you that I'm doing everything possible to keep all parties happy and to ensure that this transaction closes as quickly as possible. The delays experienced after the 26th due to the holiday was unexpected on my end, but I have every intention on seeing that this closes on or before Thursday. I will continue to keep all parties updated, but as you know at this point things are out of my hands. However, everyone on my end is aware of the urgency.

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

Fax: 702-968-8666

Cell: 702-462-4513

Email: [bjolly@goalterra.com](mailto:bjolly@goalterra.com)

---

**From:** [ran314@aol.com](mailto:ran314@aol.com) <[ran314@aol.com](mailto:ran314@aol.com)>

**Sent:** Tuesday, July 18, 2017 12:15:23 PM

**To:** Bryan A. Jolly

**Subject:** Re: Furnishings....and Close of Escrow

Bryan...regarding the furniture, the facts are that Rosane had made arrangements for all furnishings to be removed, as I had communicated to Rosane that it wasn't important whether I receive any of her furnishings or not. So, a person came to remove all of the furnishings, and Ms. Williams prevented him from removing some furnishings (likely which you noted), and did not contact myself. Had it not been for Ms. Williams actions and her negligence in failing to communicate with me if she had any questions, all furnishings would have been removed.,

So now, additional arrangements have to be made, which represent an additional cost for the seller. Although you never implied such, it isn't my contractual responsibility to be involved with furniture removal, but I am seeing if my company's property management department can send a person with a truck. If that doesn't work, Rosane will need to make other arrangements.

As I advised Ms. Williams, should escrow close, and the furnishings that were not removed prior to close of escrow due to her wrongful actions, are damaged or not available for pick up (which I surely hope would not be the case, nor would I imply such), then the seller might choose to legally proceed. Due to the circumstances, for the seller's best interests, this was referenced to be disclosed to the buyer, and again, the buyer has been fine to this point regarding access, and no accusations or insinuations are made.

So, I do hope that somebody will be in contact with Ms. Williams in the next few days, and things will be taken care of.

Lastly Bryan...the seller is out of patience to the best of my understanding. When we spoke on June 26, you told me that this escrow should easily close (barring the unexpected) on or before July 14. I then recommended July 17, to provide some extra time. Despite per your words that barring some unforeseen circumstances, something truly unusual, that there would be a 100 percent probability of this escrow closing on or before July 17, that did not occur, and when I spoke with you last week, you indicated that you would need one or two days more.

If you can't close it by Thursday, this is through no fault of the seller, as she has delivered all documents to escrow. This property was supposed to close by contract on or before June 30, from which you and the buyer had more than five weeks on what should have taken three weeks. You then requested a 14 day extension, and were given 17 days. You then requested two days without any stipulations last week, and you were given three. I suggest if your client desires to purchase this property, you and her find a way to get this recorded on or before Thursday.

If not, that is ok. The seller will issue cancelation instructions and request the release of the buyer's earnest money, at least per my conversation with her. She has had enough, on what should have been a very easy and calm transaction, and I can state from my understanding the reason that we are where we are, is through the buyer's negligence, particularly given your words to me, which I fully believe, that this would have been a three week closing given your expertise and a diligent client.

Time to wrap this thing up....one way or the other.

Thank you,

**Bryan A. Jolly**

---

**From:** ran314@aol.com  
**Sent:** Friday, July 21, 2017 7:39 AM  
**To:** Dwilliams123@gmail.com; Bryan A. Jolly  
**Subject:** Fwd: Addendum 3  
**Attachments:** Addendum 3.jpeg

I received a call from the manager of Alterra home loans, without such this addendum would not have been drawn, and to the very best of my knowledge, escrow would have cancelled. If this addendum is acceptable, then please sign, and email to myself and escrow.

I surely hope that everybody realizes with reference to the emails accompanying all three addendums extending the close of escrow, that I am only conveying what the seller has authorized and requested, and that I have a duty by my code of ethics to convey material facts.

The seller has indicated there will be no further extensions, and without the \$250 late fee, this escrow would have been canceled as the seller had alternative plans in place, some of which were disclosed in my email regarding the request for a second extension of escrow.

The buyer's loan officer indicated to me that barring any unforeseen circumstances, as the buyer's credit was very good this loan would have a 100% probability of closing on or before July 14, and an extension through July 17, was granted. The 100% probability of the loan closing was on or before July 14, was obviously a misrepresentation. I was then told by the loan officer that an extra day or two was need, and three were given with a second extension, and still this loan did not close, despite the cd had been produced on or around July 13. So, potentially another misrepresentation.

It will have taken approximately two months to fund this loan, which per the manager of Alterra should have taken 4-5 weeks. This recap was given so you might understand the frustrations of a seller who has been exceedingly conscientious and diligent, and for which instead of closing this escrow in 4-5 weeks, it will have taken approximately 8 weeks from when the lender received the contract, through no fault of the seller. I can share that in 26 years, having represented clients and working with over 1000 contracts, I cannot recall ever extending the close of escrow three times on a resale property.

I believe everybody is aware that if the buyer desires this loan to close, this addendum should be signed and submitted to her loan officer or his company, and to escrow as quickly as possible. This was delivered as quickly as possible, prior to 8 am of the morning after the day of expiration of the second addendum.

Randy Lazer

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

**From:** Rosane Krupp <rosanekrupp@yahoo.com>  
**To:** ran314 <ran314@aol.com>  
**Sent:** Fri, Jul 21, 2017 3:08 am  
**Subject:** addendum 4

# **EXHIBIT 9**

June 1, 2017 email from Mr. Jolly to Ms. Williams

**From:** Daphne W dlwilliams123@gmail.com  
**Subject:** EXTERNAL: Re: Appraisal  
**Date:** October 9, 2019 at 7:14 PM  
**To:** Daphne Williams daphne.williams@swgas.com



On Thu, Jun 1, 2017 at 11:51 AM Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)> wrote:

Hey Daphne,

I just checked with processing and the 3rd party company we're required to order appraisals from should be contacting you tomorrow to set up the appointment. They're a little backed up I guess, so I will ask for updates continuously until it's completed.

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](mailto:bjolly@goalterra.com)  
Website: Alterra Home Loans - Bryan Jolly

"Building Wealth Through Homeownership"

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

From: Daphne Williams [mailto:[dlwilliams123@gmail.com](mailto:dlwilliams123@gmail.com)]  
Sent: Thursday, June 1, 2017 7:54 AM  
To: Bryan A. Jolly <[bjolly@goalterra.com](mailto:bjolly@goalterra.com)>  
Subject: Appraisal

Hi Bryan,  
I hope you are well.  
When do you think I should hear from the appraiser?

Sent from my iPhone

This message contains confidential information. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited by law. Email transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of email transmission. If verification is required, please request a hard-copy version. Please visit <https://goalterra.com/privacy-policy/> for our complete privacy guidelines. If at any time you would like to unsubscribe from receiving future emails, please reply to sender requesting to be removed.

# **EXHIBIT 10**

June 15, 2017 email from Plaintiff



10/17/2019

Randazza Legal Group Mail - Re: Resale Package for Adagio, 1404 Kilimanjaro - RMI-C33731 - RefID:8028137

**RANDAZZA**  
LEGAL GROUP

Alex Shepard <ajs@randazza.com>

---

**Re: Resale Package for Adagio, 1404 Kilimanjaro - RMI-C33731 - RefID:8028137**

---

Daphne W <dlwilliams123@gmail.com>

Tue, Oct 15, 2019 at 6:55 PM

To: Alex Shepard <ajs@randazza.com>, Marc Randazza <mjr@randazza.com>, Ron Green <rdg@randazza.com>



Daphne

On Thu, Jun 15, 2017 at 1:12 PM <ran314@aol.com> wrote:

Hi Daphne...yes, the resale package did arrive, and to view it, just click on the link at the bottom of the email below this, of "View the completed Resale Book and Certificate".

Just a heads up, that when I downloaded it on my computer, which is really, really fast, it took a good minute or two. Sometimes when this occurs it may not load so well on other computers. I always encourage people to review the association documents, and if you have any questions, just check with the association.

I will have a form for you to initial and sign at escrow, with reference to receipt of this package.

Things are moving well, and just let me know how things go with the home inspection.

Be well,

Randy

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

From: FirstServiceResales-RMI [FirstServiceResales-RMI@welcomelink.com](mailto:FirstServiceResales-RMI@welcomelink.com)

Subject: Resale Package for Adagio, 1404 Kilimanjaro - RMI-C33731 - RefID:8028137

**1404 Kilimanjaro 202 - Adagio**

The link below contains the completed Standard Resale Package you recently requested from FirstService Residential. Effective January 1, 2012, per Senate Bill 204, the resale package must be delivered electronically. Hard copies will no longer be provided.

The Standard Resale Package is only effective through the date noted on the statement.

As always, we appreciate the opportunity to serve you. If you have questions regarding your Resale & Lending Documents, please contact your Association at: Adagio 702-932-6757, or WelcomeLink Customer Service at (888) 679-2500.

Please click the link below to view the Standard Resale Package:  
[View the completed Resale Book and Certificate.](#)

Sincerely,  
FirstService Residential  
Customer Service Department

**\*\*\* This is an automated email. Please do not reply. \*\*\***

\*\*\* If you are unable to open the attached document, you may be using an outdated version of Acrobat Reader. For a

10/17/2019

Randazza Legal Group Mail - Re: Resale Package for Adagio, 1404 Kilimanjaro - RMI-C33731 - RefID:8028137

FREE upgrade to the current version, please go to [www.adobe.com](http://www.adobe.com). Click on the "Get Adobe Reader" icon and follow the step-by-step instructions. \*\*\*

RefID:8028137

# **EXHIBIT 11**

July 12, 2017 email from Mr. Jolly

10/17/2019

Randazza Legal Group Mail - Re: Final Underwriter Conditions



Alex Shepard <ajs@randazza.com>

**Re: Final Underwriter Conditions**

Daphne W <dlwilliams123@gmail.com>

Tue, Oct 15, 2019 at 9:52 PM

To: Alex Shepard <ajs@randazza.com>, Marc Randazza <mjr@randazza.com>, Ron Green <rdg@randazza.com>

[Redacted]

[Redacted]

Daphne

On Wed, Jul 12, 2017 at 12:00 PM Bryan A. Jolly <bjolly@goalterra.com> wrote:

Hello Daphne,

I just received the following conditions from Clara that came directly from the final underwriter. The motivation letter they're requesting is just basically stating why you want to purchase the home you're renting, not too specific is needed. The identity of interest letter for you and the seller is to state the nature of your relationship, landlord/tenant, and only has to be signed by you. The others are pretty self explanatory, but if you need assistance just let me know. If you need me to come and pick these items up to get them in earlier for the underwriter let me know that as well and I can head your way ASAP. Sorry if this email seems all over the place I was typing this quickly to get it over to you.

3	<b>Motivation letter eDoc #034</b>
4	<b>Provide LOE from borrower and seller verifying identity of interest?</b>
5	<b>Borrower to provide copy of utility bill to establish occupancy at current address - 1404 Kilmanjaro Lane</b>
7	<b>Provide LOE for address listed on the EMD check</b>
8	<b>Borrower to provide LOE pertaining large deposit made to savings account on 6/27 (amount do not match check)</b>

Thanks,

Bryan Jolly

10/17/2019

Randazza Legal Group Mail - Re: Final Underwriter Conditions

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](mailto:bjolly@goalterra.com)

Website: [Alterra Home Loans - Bryan Jolly](#)



***“Building Wealth Through Homeownership”***

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# **EXHIBIT 12**

July 23 and 25, 2017 emails between  
Ms. Williams and Alterra

10/17/2019

Randazza Legal Group Mail - Fwd: Escrow 17130313-013-JEH - disagreement with charges assigned to buyer - follow up 7/25



Alex Shepard <ajs@randazza.com>

**Fwd: Escrow 17130313-013-JEH - disagreement with charges assigned to buyer - follow up 7/25**

Daphne W <dlwilliams123@gmail.com>

Tue, Oct 15, 2019 at 10:21 PM

To: Alex Shepard <ajs@randazza.com>, Marc Randazza <mjr@randazza.com>, Ron Green <rdg@randazza.com>

[Redacted content]

Daphne

----- Forwarded message -----

From: Daphne Williams <dlwilliams123@gmail.com>

Date: Tue, Jul 25, 2017 at 6:15 PM

Subject: Re: Escrow 17130313-013-JEH - disagreement with charges assigned to buyer - follow up 7/25

To: Kimberly White <kwhite@goalterra.com>

CC: Bryan A. Jolly <bjolly@goalterra.com>

Hello Kimberly,  
Thank you for your help and response.

Please advise as to why it took so long for my loan to close and why three extensions were needed. I was not asked for any information that was not provided within 2 hours or less of the request. Additionally, no new information was requested after July 10th.

I'm not clear as to why an extension out to 7/24 was needed.

Since this deal was contingent on the appraised value of the property and the appraisal didn't happen until June 9th, I did not order the condo package until June 10th. While this may have delayed the process some, I don't believe that is the reason three extensions were needed.

Lastly, I spoke to Bryan regarding the rent charges I have incurred as a result of the loan closing after 7/15. He told me that the prorated amount is 174.00 after deducting daily interest.

Since Alterra compensated the seller for the delay in closing, I believe it is only fair that I be compensated as well. Will Alterra be sending me a check in the amount of 174.00?

In advance,  
Thank you for your response.

Sincerely,

Daphne

10/17/2019

Randazza Legal Group Mail - Fwd: Escrow 17130313-013-JEH - disagreement with charges assigned to buyer - follow up 7/25

Sent from my iPhone


On Jul 23, 2017, at 8:31 AM, Kimberly White <[kwhite@goalterra.com](mailto:kwhite@goalterra.com)> wrote:

Good morning Daphne,

The lender credit of \$250 is applied at funding. I will email the funder to give the credit. The home warranty is usually ordered by your agent. Since you do not have an agent either yourself or the seller will need to order this. But if the contract says the seller to pay it will be paid by the seller. Jodie did me a huge favor and got this out for us in minutes. So it was just over looked .. But I assure it will be done. Also interest is charged daily on your new loan in the amount of \$11.20 as per your closing disclosure that you have. Since you didn't close on the 15th you are paying less interest. You might have paid a little more in rent however you are not paying the interest for these days.

Thank you,

Kimberly White  
Loan Officer  
NMLS#[1077554](#)

 cid:image001.jpg@01CBE232.A2AC8AD0

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

Direct [702-979-1596](tel:702-979-1596)

Cell [702-533-9854](tel:702-533-9854)

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

3245 S. Rainbow Blvd. Suite 102

Las Vegas, NV 89146

[kwhite@goalterra.com](mailto:kwhite@goalterra.com)

"Building Wealth Through Home Ownership"

Alterra Home Loans is a division of Venta Financial Group

On Jul 23, 2017, at 6:40 AM, Daphne Williams <[dlwilliams123@gmail.com](mailto:dlwilliams123@gmail.com)> wrote:

Hello all,

I have three concerns regarding the fees noted on the closing statement.

I believe some of the charges that are assigned to me, the buyer are incorrect.

1. Late closing penalty charge of 250.00. This was to be paid by Alterra to the seller for needing 2 extra extensions. I am not paying nor financing these charges.

2. Home warranty fee 350.00

As per the email from Randy and the contact, this is the seller's responsibility. I'm not paying or financing these charges.

3. Alterra stated they were going to pay the seller 250.00 for delay in closing this loan, however it appears that charge is being applied to me. I'm not paying or financing this charge.

I would like to be compensated as well for the late closing in the amount of 283.00. This is the amount of the prorated rent of 283.00 which would not have been incurred had the loan closed in a timely manner and on or before July 15, 2017. The rent had been paid through 7/15. I am asking Alterra to pay this charge.

Please respond prior to funds being dispersed.

If you respond via email, or have questions, please call me at 909-714-6155.

Thank you,

Daphne Williams



10/17/2019

Randazza Legal Group Mail - Fwd: Escrow 17130313-013-JEH - disagreement with charges assigned to buyer - follow up 7/25

Sent from my iPhone

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# **EXHIBIT 13**

April 24-25, 2018 email correspondence between  
Ms. Williams and the NRED

8/8/2019

Randazza Legal Group Mail - Re: Case #2017-1896 - Williams vs Lazar

**RANDAZZA**  
LEGAL GROUP

Alex Shepard <ajs@randazza.com>

---

**Re: Case #2017-1896 - Williams vs Lazar**

---

Daphne W <dlwilliams123@gmail.com>

Thu, Aug 8, 2019 at 3:45 PM

To: Alex Shepard <ajs@randazza.com>



Thanks,

Daphne Williams

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

8/8/2019

Randazza Legal Group Mail - Re: Case #2017-1896 - Williams vs Lazar

Las Vegas, NV 89102

Phone: 702-486-4326

Fax: 702-486-4275

[www.red.nv.gov](http://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](mailto: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

# **EXHIBIT 14**

March 21, 2019 letter from the NRED

**STEVE SISOLAK**  
*Governor*

STATE OF NEVADA



**MICHAEL J. BROWN**  
*Director*

**SHARATH CHANDRA**  
*Administrator*

DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

[www.red.nv.gov](http://www.red.nv.gov)

March 21, 2019

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

Re: C 19-03-47-587

Dear Ms. Williams:

This is to acknowledge receipt of your complaint against Charles Randy Lazar. I can certainly understand your frustration with the matter described in your complaint. However, the Division does not have any authority to stop Mr. Lazar from emailing you.

The Division has previously investigated your complaint against Mr. Lazar. As a result of the investigation the Division found what we believed to be violations of law under NRS and/or NAC 645. The violations were not overturned as stated in your complaint nor were the violations dismissed as it appears is being alleged by Mr. Lazar.

Mr. Lazar appealed the Division's finding of the violations and the resulting administrative fine. In the case of an appeal the Division has a process in which the case and appeal is forwarded to our legal counsel (attorney) for a legal analysis of the evidence and violations.

If the Division's legal counsel finds a legal basis to support the violations found by the Division, then the case is prepared for a future hearing before the Nevada Real Estate Commission. If there is no legal basis found by our legal counsel, then a recommendation is made that we do not proceed with pursuing any further action.

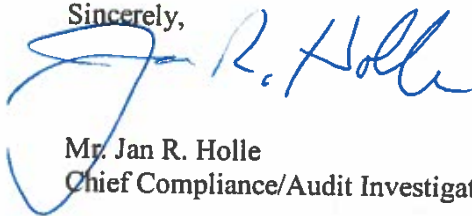
The Division closed the case due to our legal counsel's recommendation. The Division will not be reopening the case or opening a new case on this matter.

I would recommend that you contact your attorney regarding the current issues you are having with Mr. Lazar. It appears that Mr. Lazar has continued to contact you regarding this matter and it unknown whether the contact may not end any time soon.

Daphne Williams  
C 19-03-47-587  
Page 2

We appreciate you contacting us to express your concerns. Unfortunately, we are unable to assist you with this matter. Thank you for taking the time to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan R. Holle". The signature is written in a cursive style with a large initial "J".

Mr. Jan R. Holle  
Chief Compliance/Audit Investigator

# **EXHIBIT 15**

Real Estate Commission page of NRED website



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

<b>LEE K. BARRETT, President</b> Clark County	<b>REAPPOINTED: 11/01/2018</b> <b>TERM EXPIRES: 10/31/2021</b>
<b>WAYNE CAPURRO, Vice President</b> Washoe County	<b>APPOINTED: 11/07/2016</b> <b>TERM EXPIRES: 10/31/2019</b>
<b>DEVIN REISS, Secretary</b> Clark County	<b>REAPPOINTED: 11/01/2017</b> <b>TERM EXPIRES: 10/31/2020</b>
<b>LEE R. GURR, Commissioner</b> Elko County	<b>APPOINTED: 11/01/2018</b> <b>TERM EXPIRES: 10/31/2021</b>
<b>NEIL SCHWARTZ, Commissioner</b> Clark County	<b>REAPPOINTED: 11/01/2016</b> <b>TERM EXPIRES: 10/31/2019</b>

### 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/](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 Defendant Daphne Williams’s Anti-SLAPP Special Motion to Dismiss First Amended Complaint Under NRS 41.660 as **Exhibit 15**.

///  
///  
///

1 I swear under penalty of perjury that the foregoing is true and correct to the best of my  
2 knowledge.

3 Executed on: October 22, 2019.

4 /s/ Crystal C.S. Sabala  
5 Crystal C.S. Sabala

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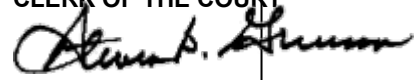
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# **EXHIBIT 3**

Anti-SLAPP Order

Electronically Filed  
12/9/2021 3:57 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **NEOJ**

Marc J. Randazza (NV Bar No. 12265)  
2 Alex J. Shepard (NV Bar No. 13582  
3 RANDAZZA LEGAL GROUP, PLLC  
2764 Lake Sahara Drive, Suite 109  
4 Las Vegas, NV 89117  
Telephone: 702-420-2001  
5 ecf@randazza.com

6 Attorneys for Defendant  
Daphne Williams

7  
8 **EIGHTH JUDICIAL 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. XV

**NOTICE OF ENTRY OF ORDER**

15  
16  
17 PLEASE TAKE NOTICE that on December 9, 2021, the Court entered its Order Granting  
18 Defendant Daphne Williams's Anti-SLAPP Special Motion to Dismiss First Amended Complaint  
19 Under NRS 41.660, which is attached hereto as **Exhibit 1**.

20 Dated: December 9, 2021.

21 Respectfully submitted,

22 /s/ Alex J. Shepard

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

25 Attorneys for Defendant Daphne Williams

Case No. A-19-797156-C

**CERTIFICATE OF SERVICE**

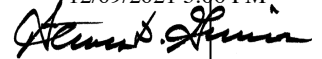
I HEREBY CERTIFY that a true and correct copy of the foregoing document was electronically filed on this 9<sup>th</sup> day of December 2021 and served via the Eighth Judicial District Court's Odyssey electronic filing system.

/s/Alex J. Shepard  
An employee of Randazza Legal Group

# **EXHIBIT 1**

Order Granting Defendant Daphne Williams's  
Anti-SLAPP Special Motion to Dismiss First  
Amended Complaint Under NRS 41.660





CLERK OF THE COURT

1 **ORDR**

2 Marc J. Randazza (NV Bar No. 12265)  
3 Alex J. Shepard (NV Bar No. 13582)  
4 RANDAZZA LEGAL GROUP, PLLC  
5 2764 Lake Sahara Drive, Suite 109  
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8 ecf@randazza.com

9 Attorneys for Defendant  
10 Daphne Williams

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

13 **CHARLES “RANDY” LAZER,**

14 Plaintiff,

15 vs.

16 **DAPHNE WILLIAMS,**

17 Defendant.

Case No. A-19-797156-C

Dept. XV

**ORDER GRANTING DEFENDANT  
DAPHNE WILLIAMS’S ANTI-SLAPP  
SPECIAL MOTION TO DISMISS FIRST  
AMENDED COMPLAINT UNDER NRS  
41.660**

18 Defendant Daphne Williams’s Anti-SLAPP Special Motion to Dismiss Plaintiff William  
19 “Randy” Lazer’s First Amended Complaint Under NRS 41.660, having come on for hearing on  
20 December 9, 2019 at 9:00 a.m., and the Nevada Supreme Court having issued its decision in  
21 *Williams v. Lazer*, No. 80350, 137 Nev. Adv. Rep. 44 (Nev. Sept. 16, 2021) reversing and  
22 remanding with instructions to grant Defendant’s special motion to dismiss, and remittitur having  
23 issued,

24 IT IS HEREBY ORDERED that Defendant’s Anti-SLAPP Special Motion to Dismiss  
25 First Amended Complaint Under NRS 41.660 is GRANTED.

26 IT IS FURTHER ORDERED that Plaintiff William “Randy” Lazer’s claims against  
27 Defendant asserted in his First Amended Complaint are hereby dismissed with prejudice.

1 IT IS FURTHER ORDERED that a final judgment is hereby entered against Plaintiff in  
2 favor of Defendant.

3 IT IS FURTHER ORDERED that Defendant is entitled to an award of costs and  
4 reasonable attorneys' fees pursuant to NRS 41.660(1)(a) and may be entitled to an additional  
5 award of up to \$10,000 pursuant to NRS 41.660(1)(b). Defendant may file a bill of costs and a  
6 motion for costs and attorneys' fees seeking these amounts no later than 21 days following service  
7 of written notice of entry of this Order.

8  
9 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Dated this 9th day of December, 2021

10 

11 \_\_\_\_\_  
DISTRICT COURT JUDGE

12 **FOA F2F 2273 2AEC**  
**Joe Hardy**  
**District Court Judge**

13 Submitted by:

14 /s/ Marc J. Randazza  
15 Marc J. Randazza (NV Bar No. 12265)  
16 Alex J. Shepard (NV Bar No. 13582)  
17 RANDAZZA LEGAL GROUP, PLLC  
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18 Attorneys for Defendant  
Daphne Williams

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Charles Lazer, Plaintiff(s)

CASE NO: A-19-797156-C

7 vs.

DEPT. NO. Department 15

8 Daphne Williams, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 12/9/2021

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17 Marc Randazza

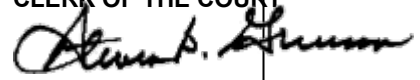
ecf@randazza.com

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# **EXHIBIT 4**

Fee Order

Electronically Filed  
2/18/2022 2:33 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **NEOJ**

Marc J. Randazza (NV Bar No. 12265)  
2 Alex J. Shepard (NV Bar No. 13582)  
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6 Attorneys for Defendant  
Daphne Williams

7  
8 **EIGHTH JUDICIAL 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. XV

**NOTICE OF ENTRY OF ORDER**

15  
16  
17 PLEASE TAKE NOTICE that on February 17, 2022, the Court entered its Order Granting  
18 Defendant Daphne Williams's Motion for Costs and Attorneys' Fees and Final Judgment, which  
19 is attached hereto as **Exhibit 1**.

20 Dated: February 18, 2021.

21 Respectfully submitted,

22 /s/ Alex J. Shepard

23 Marc J. Randazza, NV Bar No. 12265  
24 Alex J. Shepard, NV Bar No. 13582  
25 RANDAZZA LEGAL GROUP, PLLC  
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26 Attorneys for Defendant Daphne Williams

Case No. A-19-797156-C

**CERTIFICATE OF SERVICE**

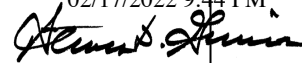
I HEREBY CERTIFY that a true and correct copy of the foregoing document was electronically filed on this 18<sup>th</sup> day of February 2022 and served via the Eighth Judicial District Court's Odyssey electronic filing system.

/s/Alex J. Shepard  
An employee of Randazza Legal Group

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# **EXHIBIT 1**

Order Granting Defendant Daphne Williams's  
Motion for Attorneys' Fees and Costs and  
Final Judgment



CLERK OF THE COURT

**ORDR**

Marc J. Randazza, NV Bar No. 12265  
Alex J. Shepard, NV Bar No. 13582  
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Attorneys for Defendant  
Daphne Williams

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**CHARLES “RANDY” LAZER,**

Plaintiff,

vs.

**DAPHNE WILLIAMS,**

Defendant.

Case No. A-19-797156-C

Dept. XV

**ORDER GRANTING DEFENDANT  
DAPHNE WILLIAMS’S MOTION FOR  
COSTS AND ATTORNEYS’ FEES AND  
FINAL JUDGMENT**

This matter, having come before the Court on Defendant Daphne Williams’s Motion for Costs and Attorneys’ Fees, and having reviewed the opposition brief filed by Plaintiff Charles “Randy” Lazer and the Defendant’s brief in reply, and it appearing, for good cause shown, the motion is granted in part:

Ms. Williams filed a special motion to dismiss under NRS 41.660, which this Court granted on December 9, 2021. Ms. Williams is entitled to a mandatory award of costs and reasonable attorneys’ fees. *See* NRS 41.670(1)(a) (“The court *shall* award reasonable costs and attorney’s fees to the person against whom the action was brought” (emphasis added).) Because Ms. Williams’s special motion to dismiss resolved all of Plaintiff’s claims, Ms. Williams may recover all fees incurred in defending herself, not just fees directly related to the special motion to dismiss. *See Smith v. Silverberg*, 481 P.3d 1222, 1231 (Nev. 2021).



1 The Court declines to adopt the holding set forth in *Tarkanian v. Rosen*, No. A-16-746797-  
2 C, where the defendant's Anti-SLAPP motion was denied by the district court, but the Nevada  
3 Supreme Court reversed and remanded with instructions to grant the motion. The court there found  
4 that because there were no reported cases in Nevada granting appellate fees in such circumstances,  
5 it was not appropriate to award such fees. It reasoned that such fees are appropriate to award where  
6 it is a losing plaintiff who decides to foist the costs of appeal on a prevailing defendant, but not the  
7 inverse, because NRS 41.670(1)(a) "is ambiguous as to whether this statute mandating awarding  
8 costs and attorneys' fees includes appellate costs and attorneys' fees." (Opposition *Exhibit 2* at 5.)  
9 The Court notes that the *Tarkanian* decision predates, and is inconsistent with, *Zilverberg*. The  
10 Court there directly addressed the scope of NRS 41.670(1)(a), acknowledging there was some  
11 ambiguity in its language and reviewing the legislative intent of the law. *Zilverberg*, 481 P.3d at  
12 1230. It noted that NRS 41.670(1)(a) lacks any qualifying language as to what fees are recoverable  
13 and concluded that "the Legislature intended for prevailing defendants to recover reasonable  
14 attorney fees and costs incurred from the inception of the litigation, rather than just those incurred  
15 in litigating the anti-SLAPP motion." *Id.* It then noted that the purpose of the Anti-SLAPP statute  
16 was to protect citizens' First Amendment rights and that NRS 41.650 provides substantive  
17 immunity from suit, which can only be effected if NRS 41.670(1)(a) allows for recovery of *all* fees  
18 incurred in dismissing a SLAPP suit. *Id.* at 1231. In resolving the ambiguity of NRS 41.670(1)(a),  
19 the Court held that the Anti-SLAPP statute "is intended to permit a prevailing defendant to recover  
20 all reasonable fees and costs incurred from the inception of the litigation under NRS 41.670(1)(a)."  
21 *Id.*

22 Additionally, California courts have likewise held that a defendant's fees incurred in  
23 relation to an anti-SLAPP motion on appeal are properly taxed against the plaintiff.<sup>1</sup> See *Makaeff*  
24 *v. Trump Univ., LLC*, No. 10cv0940, 2015 U.S. Dist. LEXIS 46749, \*34-36 (S.D. Cal. Apr. 9,  
25

---

26 <sup>1</sup> While the Nevada Supreme Court has not issued a decision on this point, Nevada relies on  
27 California cases in interpreting its Anti-SLAPP statute. *Coker v. Sassone*, 432 P.3d 746, 749 n.3  
(Nev. 2019).

1 2015) (following reversal of trial court’s denial of Anti-SLAPP motion, finding that fees incurred  
2 on appeal were compensable under Anti-SLAPP statute); *Bel Air Internet, LLC v. Morales*, 20 Cal.  
3 App. 5th 924, 946, 230 Cal. Rptr. 3d 71, 76 (2018) (finding that SLAPP defendant whose Anti-  
4 SLAPP motion was denied at trial court but prevailed on appeal was entitled to fees); *Chiu v.*  
5 *Collectronics, Inc.*, No. A110182, 2006 Cal. App. Unpub. LEXIS 9335, \*39-40 (Oct. 19, 2006)  
6 (finding that “[h]ad the trial court properly granted Collectronics’ motion to strike, respondents  
7 would have been liable for attorney fees and costs ... We see no basis for a different result, merely  
8 because the trial court erred and the successful result was not obtained until decision on appeal”);  
9 *Chiu v. Creditors Trade Ass’n*, No. A111393 & A111509, 2007 Cal. App. Unpub. LEXIS 4206,  
10 \*46-47 (May 24, 2007) (same); *Berger v. Dobias*, 2009 Cal. App. Unpub. LEXIS 7822, \*2 (Sept.  
11 29, 2009) (noting in procedural history that, following reversal of denial of Anti-SLAPP motion  
12 on appeal, trial court properly included appellate fees in fee award to prevailing defendant).  
13 Accordingly, Ms. Williams’s costs and fees incurred throughout her appeal are compensable under  
14 NRS 41.670(1)(a).

15 The Court has reviewed the evidence provided in support of the motion for fees, including  
16 the spreadsheet of time entries and the declaration of an expert, Joseph P. Garin, who rendered an  
17 opinion as to the reasonableness of the fees and expenses. Upon consideration of this evidence and  
18 the factors regarding reasonableness of fees enumerated in *Brunzell v. Golden Gate Nat’l Bank*, 85  
19 Nev. 345, 349 (1969), the Court finds that Ms. Williams should be awarded fees commensurate  
20 with the lodestar rates of her attorneys.

21 The Court finds that a lodestar hourly rate of \$650 for attorney Marc J. Randazza is  
22 reasonable in light of his skill and experience.

23 The Court finds that a lodestar hourly rate of \$500 for attorney Ronald D. Green is  
24 reasonable in light of his skill and experience.

25 The Court finds that a lodestar hourly rate of \$350 for attorney Alex J. Shepard is  
26 reasonable in light of his skill and experience.

27

1 The Court finds that a lodestar hourly rate of \$200 for attorney Trey A. Rothell is reasonable  
2 in light of his skill and experience.

3 The Court finds that a lodestar hourly rate of \$175 is reasonable for paralegals Crystal  
4 Sabala, Heather Ebert, and Suzanne Levenson in light of their skill and experience. (Randazza  
5 Decl. at ¶¶ 19–21.)

6 In support of these rates, the Court accepts that other courts have found the hourly rates of  
7 Ms. Williams’s counsel to be reasonable. The court in *Tobinick v. Novella*, 207 F. Supp. 3d 1332  
8 (S.D. Fla. 2016) approved of hourly rates for attorneys similar to those awarded here,<sup>2</sup> and  
9 ultimately awarded \$223,598.75 to the defendant for fees in connection with the plaintiff’s Lanham  
10 Act claims. This Court found hourly rates similar to those sought here to be reasonable and  
11 awarded \$40,852.58 in attorneys’ fees to a successful Anti-SLAPP movant. (See *iQTAXX, LLC v.*  
12 *Boling*, No. A-15-728426-C, 2016 BL 154334 (Nev. Dist. Ct. May 10, 2016), Fee Motion  
13 **Exhibit 17** (finding hourly rates of \$650 for Mr. Randazza, \$500 for Mr. Green, and \$325 for Mr.  
14 Shepard to be reasonable).) This Court recently awarded fees to parties that Defendant’s counsel  
15 represented in separate Anti-SLAPP matters. (See Fee Motion **Exhibit 18**; Decision and Order,  
16 *Las Vegas Resort Holdings, LLC v. Roeben*, No. A-20-819171-C (Eighth Jud. Dist. Ct., Dec. 30,  
17 2020).

18 The Court further finds that the number of hours worked by Ms. Williams’s counsel is  
19 reasonable upon consideration of the *Brunzell* factors and the declarations of Marc J. Randazza  
20 and Ms. Williams’s expert, Joseph Garin. The Court finds that this was a particularly complex anti-  
21 SLAPP case, which required extensive work on appeal. Additionally, the factual complexity of the  
22 case supports the reasonability of Ms. Williams’s counsel’s rates and time spent working on this  
23 matter.

24 As for nature of work and result, the case took multiple appeals to reach the ultimate  
25 conclusion. Under the totality of the circumstances, Mr. Lazer is not powerful or especially

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26 <sup>2</sup> The defendant in that matter sought rates of \$650/hour for Mr. Randazza, \$325/hour for  
27 Mr. Shepard, and \$180/hour for paralegal time.

1 wealthy, but he ignored attempts to resolve this case early, despite being given ample opportunities  
2 and all later attempts to resolve this case. Mr. Lazer willfully proceeded with his meritless claims  
3 despite being put on notice that they were meritless and that he would be liable for Ms. Williams's  
4 attorneys' fees. On this point, the Court considers Mr. Lazer's statement filed with his Opposition  
5 brief and notes that the statement did not contain any acknowledgment of liability or responsibility.  
6 Mr. Lazer's failure to accept liability or responsibility additionally supports granting fees and costs.  
7 It appears, based on this statement, that Mr. Lazer intended as a consequence of filing his meritless  
8 claims to subject Ms. Williams to the burden and expense of defending herself.

9 The Court finds good cause to awarded anticipated fees to Ms. Williams as an estimate of  
10 those reasonably incurred by her counsel in arguing this Motion, preparing her reply brief, and  
11 preparing a proposed order based upon the Court's findings. The Court finds that an anticipated  
12 fee award of 5 hours for attorney Marc J. Randazza, 7 hours for attorney Alex J. Shepard, and 7  
13 hours for attorney Trey A. Rothell is reasonable under the circumstances.

14 The Court additionally finds that the attorneys' fees of \$4,607.50 incurred by Ms.  
15 Williams's expert, Joseph P. Garin, in preparing his expert opinion are reasonable, and an award  
16 of those fees is proper.

17 The Court finds that an award of a multiplier on Ms. Williams's attorneys' fees is not  
18 warranted under the totality of the circumstances.

19 The Court finds that Ms. Williams's costs in the amount of \$781.30, as outlined in her  
20 Verified Memorandum of Costs and Disbursements, are compensable under to NRS 41.670(1)(a).

21 The Court further finds that a \$1,000 award under NRS 41.670(1)(b) is proper in order to  
22 deter the Plaintiff and other would-be SLAPP plaintiffs from filing further bad faith suits barred  
23 under Nevada's anti-SLAPP statute. Such an award is in line with the text and purpose of Nevada's  
24 anti-SLAPP statute.

25 Accordingly, **IT IS HEREBY ORDERED AND ADJUDGED** that Defendant Daphne  
26 Williams's Motion for Costs and Attorneys' Fees is hereby **GRANTED IN PART**.



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Charles Lazer, Plaintiff(s)

CASE NO: A-19-797156-C

7 vs.

DEPT. NO. Department 15

8 Daphne Williams, Defendant(s)

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14 Service Date: 2/17/2022

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