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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 UNDER NRS 41.660

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

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

MEMORANDUM OF POINTS AND AUTHORITIES

1.0 INTRODUCTION

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

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

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

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

2.0 FACTUAL BACKGROUND

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

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

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

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

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

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

25
 26 ¹ This email shows that a third party, Stacey Griffith, sent Plaintiff the signed
 27 real estate contract, and not Plaintiff himself. It also shows Ms. Williams did not
 receive the signed contract until July 31, 2017, a week after escrow closed.

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

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

22 On August 23, 2017, Ms. Williams submitted a complaint to the Division. (See
23 *id.* at ¶ 16; see also Complaint Exhibit 3.) The complaint contained the above
24 allegations regarding Plaintiff, and Ms. Williams attached to this complaint the
25 emails contained in **Exhibit 2** to this Motion. (See Williams Decl. at ¶ 16.) Ms.
26 Williams believed at that time, and still believes today, that every statement she
27

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

3 The Division initially determined, based on Ms. Williams's complaint, that
 4 Plaintiff had violated Nevada statutes and NAC 645. (See *id.* at ¶ 19; see also
 5 email correspondence between Ms. Williams and the Division, attached as **Exhibit**
 6 **3**.) However, the Division's legal counsel disagreed with this assessment after
 7 Plaintiff challenged this finding, and the Division was left with no choice but to
 8 drop the case against Plaintiff. (See Williams Decl. at ¶ 19.)

9 **3.0 LEGAL STANDARDS**

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

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

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

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

3 NRS 41.637(2)-(3).

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

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

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

1 **4.0 ARGUMENT**

2 **4.1 Ms. Williams Satisfies the First Prong of the Anti-SLAPP Analysis**

3 As relevant here, the Anti-SLAPP statute protects

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

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

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

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

17 **4.1.1 Plaintiff's Claims are Based Upon Protected Conduct**

18 Plaintiff's claims are based primarily upon Ms. Williams's August 2017
19 complaint to the Division. There is no question that these statements fall under NRS
20 41.637(2) and (3). It was a communication of information to the Division, which is
21 tasked with regulating the behavior of licensed real estate agents in the State of
22 Nevada, regarding the improper conduct of a licensed real estate agent. In fact,
23 the Division had jurisdiction to initially impose discipline on Plaintiff. (See **Exhibit 3**.)
24 NRS 41.637(2) is thus satisfied. The complaint was also obviously a statement
25 made in direct connection with an issue consideration by an executive body, or
26 any other official proceeding. The complaint initiated the Division's investigation
27

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

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

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

1 Even if Ms. Williams's text message is not, by itself, protected under the Anti-
2 SLAPP statute, it is inextricably intertwined with her unquestionably protected
3 complaint to the Division. This makes Plaintiff's extortion claim a "mixed" cause of
4 action for Anti-SLAPP purposes. These "mixed cause[s] of action [are] subject to
5 the Anti-SLAPP statute if **at least one of the underlying acts is protected conduct**,
6 unless the allegations of protected conduct are merely incidental to the
7 unprotected activity." *Lauter v. Anoufrieva*, 642 F. Supp. 2d 1060, 1109 (C.D. Cal.
8 2008) (emphasis added); see also *Salma v. Capon*, 161 Cal. App. 4th 1275, 1287
9 (2008) (holding that a cause of action based on both protected and unprotected
10 activity under California's Anti-SLAPP statute is subject to an Anti-SLAPP motion);
11 *Peregrine Funding, Inc. v. Sheppard Mullin*, 133 Cal. App. 4th 658, 675 (2005)
12 (finding that because plaintiffs' claims "are based in significant part on
13 [defendant's] protected petitioning activity," the first anti-SLAPP prong was
14 satisfied"). Ms. Williams's complaint to the Department is hardly incidental to
15 Plaintiff's extortion claim, and thus this claim is also subject to the Anti-SLAPP
16 statute.

17 **4.1.2 Ms. Williams Made Her Statements in Good Faith**

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

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

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

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

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

1 ¶ 9; Complaint Exhibit 3 at pg. 2.)³ He does not dispute that he did not provide
 2 Ms. Williams a signed copy of the sale contract or a receipt for earnest money
 3 paid pursuant to the contract. (See Williams Decl. at ¶ 10; Complaint Exhibit 3 at
 4 pg. 2; **Exhibit 3** at p. 6.)⁴ He does not contest the contents or authenticity of any
 5 of the written correspondence Ms. Williams attached to her complaint to the
 6 Division. (See Williams Decl. at ¶ 16; **Exhibit 3**.) He does not dispute that he
 7 instructed Ms. Krupp to demand Ms. Williams to apologize to him for the June 2017
 8 text message, or that Ms. Krupp said Plaintiff had ulterior motives regarding Ms.
 9 Krupp and was trying to sabotage the sale of Ms. Krupp's property. (See Williams
 10 Decl. at ¶ 13; Complaint Exhibit 3 at pg. 2.)

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

17 **4.2 Plaintiff Cannot Show a Probability of Prevailing on His Claims**

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

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

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

1 Strategic Lawsuit Against Public Participation law as of the effective date of this
2 act." NRS 41.665(2). Plaintiff cannot simply make vague accusations or provide
3 a mere scintilla of evidence to defeat Ms. Williams's Motion. Rather, to satisfy his
4 evidentiary burden under the second prong of the Anti-SLAPP statute, Plaintiff
5 must present "substantial evidence that would support a judgment of relief made
6 in the plaintiff's favor." *S. Sutter, LLC v. LJ Sutter Partners, L.P.*, 193 Cal. App. 4th
7 634, 670 (2011); see also *Mendoza v. Wichmann*, 194 Cal. App. 4th 1430, 1449
8 (2011) (holding that "substantial evidence" of lack of probable cause was
9 required to withstand Anti-SLAPP motion on malicious prosecution claim). Plaintiff
10 cannot make this showing as to any of his claims.

11 **4.2.1 Ms. Williams's Statements are Absolutely Privileged**

12 Statements made in quasi-judicial proceedings, such as those before
13 administrative bodies, are absolutely privileged. See *Sahara Gaming Corp. v.*
14 *Culinary Workers Union Local 226*, 115 Nev. 212, 217 (1999); see also *Lewis v.*
15 *Benson*, 101 Nev. 300, 301 (1985) (applying absolute privilege to citizen complaint
16 to internal affairs bureau against police officer). This privilege completely bars
17 any liability for statements made in the course of these proceedings, even if they
18 are made maliciously and with knowledge of their falsity. See *Sahara Gaming*,
19 115 Nev. at 219. The privilege applies not only to statements made during the
20 course of proceedings in progress, but also to letters written in anticipation of
21 litigation. See *Sahara Gaming*, 217-218 (citing *Richards v. Conklin*, 94 Nev. 84, 85
22 (1978)). Though the Nevada Supreme Court apparently has not yet dealt with a
23 case applying the absolute privilege to claims against a realtor, California has
24 extended its similar absolute privilege to such circumstances. See *King v. Borges*,
25 28 Cal. App. 3d 27, 34 (1972) (finding that state department's interest in citizens
26 reporting professional misconduct would be undermined if reporting citizens had
27

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

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

11 **4.2.2 Plaintiff's Defamation Claim Fails**

12 To establish a cause of action for defamation, a plaintiff must allege: (1) a
13 false and defamatory statement by the defendant concerning the plaintiff; (2) an
14 unprivileged publication to a third person; (3) fault, amounting to at least
15 negligence; and (4) actual or presumed damages. See *Wynn v. Smith*, 117 Nev.
16 6, 10 (Nev. 2001); see also *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 718
17 (2002). A statement is only defamatory if it contains a factual assertion that can
18 be proven false. See *Pope v. Motel 6*, 114 P.3d 277, 282 (Nev. 2005).

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

25
26
27 ⁵ This, of course, is not the case, as Ms. Williams believed every statement in
the complaint to be true. (See Williams Decl. at ¶¶ 16-17.)

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

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

21 To determine whether a statement is one of protected opinion or an
 22 actionable factual assertion, the court must ask “whether a reasonable person
 23 would be likely to understand the remark as an expression of the source’s opinion
 24 or as a statement of existing fact.” *Pegasus v. Reno Newspapers, Inc.*, 118 Nev.
 25 706, 715 (Nev. 2002). Courts look the context of the statement, the language
 26 used, and whether the statement can be proven false to determine whether it is
 27

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

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

8 It hardly requires explaining that "racist," "sexist," and "unprofessional" are
9 extremely vague terms that lack a precise meaning, and which any number of
10 readers could interpret in any different number of ways. Merely accusing
11 someone of being racist or discriminatory "is no more than meaningless name
12 calling" and is not defamatory. See *Overhill Farms, Inc. v. Lopez*, 190 Cal. App.
13 4th 1248, 1262 (2010) (citing *Stevens v. Tillman*, 855 F.2d 394, 402 (7th Cir. 1988)).
14 Calling someone "sexist" is likewise purely a statement of opinion. See *Hanson v.*
15 *County of Kitsap*, 2014 U.S. Dist. LEXIS 89036, *15-16 (W.D. Wash. June 30, 2014)
16 (finding statement that plaintiff made a "sexist response" was expression of non-
17 actionable opinion). So too is the term "unprofessional." See *Moldea v. New York*
18 *Times Co.*, 22 F.3d 310 (D.C. Cir. 1994) (finding that criticisms of a journalist's
19 "sloppy journalism" and unprofessional techniques were not defamatory).

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

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

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

10 **4.2.3 Plaintiff's Fraud Claim Fails**

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

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

22
23 *Lubbe v. Barba*, 91 Nev. 596, 599 (1975). There is a clear implication within these
24 elements that the false representation must be made to the plaintiff, not a third
25 party. See *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 111 (1992).

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

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

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

14 **4.2.4 Plaintiff's Extortion Claim Fails**

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

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

24 ///

25 ///

26 ///

27 ///

1 **5.0 CONCLUSION**

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

5
6 DATED August 9, 2019.

Respectfully submitted,

7 /s/ Marc J. Randazza

8 Marc J. Randazza (NV Bar No. 12265)
9 Alex J. Shepard (NV Bar No. 13582)
10 RANDAZZA LEGAL GROUP, PLLC
11 2764 Lake Sahara Drive, Suite 109
12 Las Vegas, NV 89117

13 Attorneys for Defendant
14 *Daphne Williams*

CERTIFICATE OF SERVICE

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

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

/s/ Heather Ebert
Employee,
Randazza Legal Group

EXHIBIT 1

Declaration of Daphne Williams

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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
UNDER NRS 41.660**

I, Daphne Williams, declare:

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

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

3. I am an African-American woman.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

10
11 Executed on 8/9/2019.

12 DocuSigned by:

13 60AAED3817D0404...
14 Daphne Williams

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EXHIBIT 2

Emails from Plaintiff

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

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

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

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

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

Email: bjolly@goalterra.com

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

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

Randy,

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

Thanks,

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

Bryan A. Jolly

Exhibit E 1

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

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

Thank you,

Randy Lazer

—Original Message—

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

Randy,

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

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102
Las Vegas, NV 89146
Office: 702-405-7021
Fax: 702-968-8666
Cell: 702-462-4513

Email: bjolly@goalterra.com

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



Alterra

Bryan A. Jolly

Exhibit E2

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

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

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

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

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

Good Afternoon Randy,

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

Thanks,

Bryan Jolly

Loan Officer

NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

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

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

To: Bryan A. Jolly

Subject: Re: Regarding 1404 Kilimanjaro and options for proceeding

Exhibit F

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

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

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

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

Thank you,

Randy Lazer

[All Inboxes](#)

3 Messages

Document Delivery Notice - ...

DOCUMENT DELIVERY NOTICE

Exhibit G

From: Stacey Griffith

Document Delivery Notice - Order #17... Hide



To: Daphne Williams

July 31, 2017 at 8:53 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

Harvey, Jodie

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

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

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

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

Be well,

Randy

—Original Message—

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



CORRESPONDENCE

A note has been posted to your order.

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

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

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

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

●●○○ AT&T 

10:11 AM

   100% 

< 15



Rosane

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

Ok thx

Tue, Jun 27, 3:07 PM

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



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
the visit



Sent from my iPhone

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

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

Date: July 25, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Reliance of Representations damages the plaintiff.

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

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

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

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

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

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

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

Speaking with the seller and real estate division 29 minutes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Charles "Randy" Lazer

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

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

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

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

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

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

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

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

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

GAMAGE & GAMAGE

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

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

August 1, 2017

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

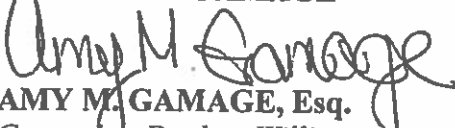
Hecker Real Estate & Development
Attn: Mr. Charles Randy Lazer
4955 S. Durango Drive, #155
Las Vegas, NV 89113

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

Dear Mr. Lazer:

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

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

Sincerely,
GAMAGE & GAMAGE

AMY M. GAMAGE, Esq.
Counsel to Daphne Williams

AMG/pl

CC: Client

agamage@gamagelaw.com

Exhibit A

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

SHARATH CHANDRA
Administrator

Proof of Filing
+ Complaint

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.nv.gov

August 24, 2017

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

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

Dear Ms. Williams,

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

The following are important facts which you should be aware:

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

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

Sincerely,

Daryl McCloskey

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

EXHIBIT 3

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

Re: Case #2017-1896 - Williams vs Lazar

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Las Vegas, NV 89102

Phone: 702-486-4326

Fax: 702-486-4275

www.red.nv.gov



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

Attention: Chief Compliance Officer

Re: Case # 2017-1893 Williams vs Lazar

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

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

Thank you,

Daphne Williams