

DISTRICT COURT CIVIL COVER SHEET

CLARK County, Nevada
Case No.

Steven D. Grierson

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone): Charles "Randy" Lazer Hecker Real Estate and Development 4955 S. Durango Suite 155 Las Vegas, Nevada 89113	Defendant(s) (name/address/phone): Daphne Williams 1404 Kilarmanjaro #202 Las Vegas, Nevada 89128 (909) 714-6155
Attorney (name/address/phone): Pro Per Email: ran314@gmail.com Charles "Randy" Lazer Hecker Real Estate & Development 4955 S. Durango Stc 155, Las Vegas, NV 89113	Attorney (name/address/phone):

CASE NO: A-19-797156-C
—Department 15

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

Civil Case Filing Types

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

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

6/16/19
Date

Charles "Randy" Lazer
Signature of initiating party or representative

See other side for family-related case filings.

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


DISTRICT COURT
CLARK COUNTY, NEVADA

CHARLES "RANDY" LAZER,
Plaintiff,
vs.
DAPHNE WILLIAMS,
Defendants.

Case No.
Dept. No.
Hearing Date: N/A
Hearing Time: N/A

COMPLAINT - TORT AND DEFAMATION

DATED this 18th day of June, 2019.

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

1 Charles "Randy" Lazer, Plaintiff,

2 Vs.

3
4 Daphne Williams, Defendant,

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

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

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

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

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

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

1 Exhibit 1.

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

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

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

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

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

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

1
2 Plaintiff that was false and defamatory, stating;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10
11 The damages noted in the demand letter were for the time
12 Plaintiff expended in complying with his ethical standards, from
13 being in receipt of Defendant's text message of false
14 accusations of hate and prejudice. This involved communications
15 with Defendant, the seller, Plaintiff's brokerage, Defendant's
16 mortgage lender, and the Nevada Real Estate Division.

17
18 Defendant's knowingly fraudulent text message of June 27, 2017,
19 threatened Plaintiff's 26 year career, future income,
20 longstanding caring reputation, and the operations of the
21 brokerage that he worked with.

22
23 On or about August 24, 2017, approximately two business days
24 before Plaintiff was to file litigation against defendant for
25 fraud, Defendant published a knowingly fraudulent and defamatory
26 complaint with the Nevada Real Estate Division. Defendant's
27 complaint is attached hereto as Exhibit 3.

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

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

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

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

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

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

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

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

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

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

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

21
22 (First Cause of Action Defamation)

23
24 Defendant published a defamatory statement concerning Plaintiff.

25
26 Said publication was made to a third party.

27
28 Defendant acted intentionally and/or negligently.

1
2 Plaintiff was damaged by Defendant's Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11
12 First, Plaintiff would inquire what texts and emails the
13 defendant would be referencing, as the written word is not of
14 dispute, or what statements that Defendant included in the
15 complaint that would substantiate Defendant's claim of being
16 treated differently. There were none.

17
18 Again, a comprehensive record of texts and emails was submitted
19 to the Nevada Real Estate Division, which had no such findings
20 of any discriminatory writings or conduct by Plaintiff, and
21 closed the case.

22
23 In fact, the evidence is overwhelming Defendant had no wonder
24 whatsoever that Plaintiff's behavior, words, and assumptions
25 would not have been any different if she had been a white male,
26 as substantiated by the following facts.

27
28 Defendant breached the terms of the contract by failing to close

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8
9 Again, Plaintiff drew three addendums extending the escrow per
10 Defendant's requests due to her multiple breaches of contract,
11 which allowed Defendant to successfully close the escrow.

12
13 Defendant, per her complaint, obviously had no rational wonder
14 of any potential discriminatory treatment, given the great
15 diligence of the Plaintiff, and the successful closing of
16 escrow.

17
18 If Plaintiff would have acted differently, Defendant likely
19 would not have received three addendums drawn by Plaintiff to
20 extend the escrow, after her three breaches of contract.

21
22 If Plaintiff would have acted differently, based upon
23 Defendant's knowingly false and wrongful reference of
24 discriminatory treatment, this would have with great likelihood
25 resulted in Defendant forfeiting her earnest deposit, and having
26 to vacate the premises.

27
28 The Plaintiff also notes that Defendant's allegations are

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 closed the case.

2

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

7

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

10 The defendant made a false representation

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

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

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

17

18 Reliance upon representations damages the plaintiff.

19

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

24

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Another instance of a fraudulent writing from the Defendant was her text message of June 27, 2017, stating " Randy if this racist sexiast (sic, sexist) and unprofessional behavior of yours continues, and Rosane (the seller whom I represented) 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 our broker for you unethical and unprofessional behavior as noted in the emails and text messages you have sent during this process".

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

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

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

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

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

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

Plaintiff complied with his code of ethics by communicating with

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

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

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

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

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

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

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

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

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

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

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

1 Division that may lack basis.

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

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

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

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

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

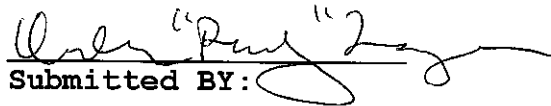
1 prejudice and hate where one has stood against such for their
2 entire life, is heinous. To do so with the intent to destroy a
3 26 year career, one's ability to earn future income, and their
4 wonderful longstanding reputation of caring is again, heinous.

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

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

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

12 For such other and further relief that this court deems necessary and proper in this matter.
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19 
20 Submitted BY: _____

21 6/10/19
22 Date:
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AFFIRMATION

Pursuant to NRS 239B.030

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

DATED this 18th day of June, 2019.

By: 

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

COVER SHEET for EXHIBIT 1

10 page purchase agreement executed by the Defendant

With 3 Addendums executed by the Defendant.

Total pages including the cover sheet: 14



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 5/16/17

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

Buyer's Offer

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1. FINANCIAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

Buyer's Name: Daphne Williams
Property Address: 1404 Kilamogard #202 LV NV
X BUYER(S) INITIALS: DW
X SELLER(S) INITIALS: PK

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
48 per Rose 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 ("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: Daphne Williams BUYER(S) INITIALS: DW
Property Address: 1404 Kalamazoo #202 W, NV SELLER(S) INITIALS: PK

1 the Escrow Number.

2
3 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
4 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

5
6 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:
7 6/30/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business
8 day.

9
10 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
11 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
12 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
13 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

14
15 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
16 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
17 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
18 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

19
20 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is X is not _____ conditioned on the Buyer's Due Diligence as
21 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
22 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 10 calendar days from Acceptance (as
23 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.
24 Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's
25 investigations and through the close of escrow. *Due Diligence period to commence upon*
26 *buyer's receipt of appraisal DW*

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

46
47 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
48 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence
49 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,
50 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of
51 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in
52 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

53
54 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential
55 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as
56 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

57 X _____ Buyer's Initials _____ Buyer's Initials

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

Buyer's Name: Daphne Williams

Property Address: 1404 Kilarney

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

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

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

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

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

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

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

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer pays for appraisal review approx \$50	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 WNV

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 one Seller ~~OR~~ Buyer will pay for the Home Protection
13 Plan at a price not to exceed \$ 350. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
14 any representation as to the extent of coverage or deductibles of such plans. Buyer will 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	Seller	CIC Capital Contribution	Buyer	CIC Transfer Fees	Buyer
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: Daphne Williams

Property Address: 1404 Kilamary #202 LV, NV

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Page 5 of 10

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heckerrealstate@hotmail.com

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1 12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to
2 race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or
3 handicap and any other current requirements of federal or state fair housing laws.
4

5 13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of
6 the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances,
7 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
8 Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by
9 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all
10 operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water,
11 then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of
12 lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b)
13 repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not
14 to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed
15 satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a
16 walk-through inspection, except as otherwise provided by law.
17

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

25 15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
26 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
27 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
28 to Buyer.
29

30 16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable
31 unless agreed upon in writing by all parties.
32

33 17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the
34 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
35 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
36 (unless otherwise provided herein or except as otherwise provided by law).
37

38 18. DEFAULT:

39 A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the
40 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the
41 event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is
42 encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing
43 below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.
44

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

46 B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
47 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages
48 incurred by Buyer due to Seller's default.
49

50 C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller's sole legal
51 recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages
52 would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a
53 result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein
54 will be immediately released by ESCROW HOLDER to Buyer.
55

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: Daphne Williams
Property Address: 1724 Kalamazoo #202 W, NV

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

Instructions to Escrow

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

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

Brokers

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

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

Other Matters

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

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

Buyer's Name: Daphne Williams X BUYER(S) INITIALS: DW
Property Address: 1404 Hilman Court #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: Dashne Williams
Property Address: 1404 Kilanang West # 202 LV NV

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

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Page 8 of 10

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heckerzrealestate@hotmail.com

InstantFORMS

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 promised rent.
20

Buyer's Acknowledgement of Offer

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

23
24 Buyer's Broker: None Agent's Name: _____
25 Company Name: _____ Agent's License Number: _____
26 Broker's License Number: _____ Office Address: _____
27 Phone: _____ City, State, Zip: _____
28 Fax: _____ Email: _____
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 must respond by: 6:00 AM PM on (month) May (day) 21 (year) 2017. Unless per Roseanne Krupp
38 this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date
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 _____ AM PM
46 Buyer's Signature Buyer's Printed Name Date Time
47
48
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 Kulanayaro X SELLER(S) INITIALS: PK

Seller's Response

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

Seller's Broker: Victor Hecker Agent's Name: Barbara Lazer
Company Name: Hecker Real Estate & Development Agent's License Number: 25722
Broker's License Number: _____ Office Address: 4555 S. Durango #155
Phone: 702-271-1295 City, State, Zip: Las Vegas, NV 89113
Fax: 702-966-3762 Email: bar314@aol.com

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

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

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

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

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

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

Kara Krupp Seller's Signature Rosane Krupp Seller's Printed Name 05/18 Date 9:00 Time AM PM

Seller's Signature _____ Seller's Printed Name _____ Date _____ Time AM PM

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

Buyer's Name: Daphne Williams BUYER(S) INITIALS: DW
Property Address: 1404 Kiliimanjaro #202 LV, NV SELLER(S) INITIALS: VKH

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Page 10 of 10

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ADDENDUM NO. 1
TO PURCHASE AGREEMENT



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

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

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

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

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

(Handwritten signatures)

4025 S. Vinyard

6/28/17

Buyer Seller

Date

D. Williams

6/28/17

Buyer Seller

Time

Acceptance:

Buyer Seller

Date

Back to Message 20170716_102348.pdf 1 / 1



ADDENDUM NO. 2
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Bobbie Krupp
as Seller(s) dated 5/16/17
covering the real property at 1404 K Linnwood #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 7/12/17
- ② Rent to be provided at \$3.33 per day from 7/15 to the close of escrow and credited to the seller

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

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

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

Buyer Seller [Signature] _____ Date _____

Buyer Seller _____ Time _____

Acceptance: [Signature] _____ Date 7/18/17
 Buyer Seller

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 5/14/17
covering the real property at 1704 Kilaran Ave #202 Las Vegas, NV
the Buyer Seller hereby proposes that the Purchase Agreement be amended as follows:

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

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

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

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

X Rosanne Krupp 07/20/17
 Buyer Seller Date

Buyer Seller Time

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

Buyer Seller Time

Prepared by: Randy Lazer 702 271-1095
Agent's Printed Name Phone




COVER SHEET for EXHIBIT 2

A photo of the text message from Defendant to Plaintiff

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

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

Total number of pages including the cover sheet: 2

11:50  5G  67% 

< +19097146155 

12:35 PM, Jun 27

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


Copy text


Share



COVER SHEET FOR EXHIBIT 3

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

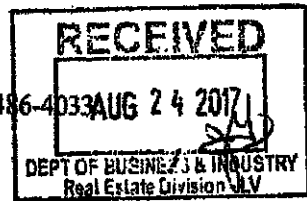
These are the 5 pages the Plaintiff received from the Nevada Real Estate Division including the Defendant's signature under penalty of perjury of the complaint being "true and correct"

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

Total pages including the cover sheet: 7

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

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



STATEMENT OF FACT

(Please Print or Type)

Your Name Daphne L. Williams 909-714-6155
(Home Phone) (Business Phone)
 Address 1404 Kilimayano 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 Kilimayano Lane, Unit 202 Las Vegas NV 89128
 Did you seek legal counsel? Yes If "Yes," state name and address Anna Comage 702-386-1775 Village Center Circle, Suite 190, Las Vegas, NV 89134 9529
 Is any legal action pending? .

Attng email aganage@ganageflaw.com

CONSIDER THE FOLLOWING CAREFULLY

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

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

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

August 23, 2017

To: Nevada Real Estate Division

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. I had a realtor representing me
2. I was a white male and not a black female
3. My lender was not black
4. He and the seller were not friends – Relationship status is noted in emails dated 5/23/2017 from Mr. Lazer to Jodie Harvey at Ticor Title and email from Mr. Lazer to Rosane on 5/30/2017.
5. He didn't have a desire to have the seller move in with him – Per conversation with seller on 6/27/2017 at 3:00 pm
6. His conversation with the appraiser resulted in the property being appraised for more than \$66,000.00 – see emails to Bryan Jolly dated June 9, June 7, and May 30, 2017

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

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

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

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

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

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

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

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

Sincerely,


Daphne Williams

CC: Gamage & Gamage, Esq.

BRIAN SANDOVAL
Governor

STATE OF NEVADA



C.J. NANTHE
Director

SHARATH CHANDRA
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
www.rcd.nv.gov

April 18, 2018

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

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

Dear Mr. Lazer:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl McCloskey".

Daryl McCloskey
Compliance/Audit Investigator

Co: Victor Hecker, Broker

COVER SHEET for EXHIBIT 4

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

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

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

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

From: ran314 <ran314@aol.com>

To: dlwilliams123 <dlwilliams123@gmail.com>

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

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

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

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

Telephone: (702) 271-1295

Date: December 28, 2018

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

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

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

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

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

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

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

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

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

DEFAMATION AS A CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FRAUD AS A CAUSE OF ACTION

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

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

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

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

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

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

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

1) The defendant made false representations;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Reliance of Representations damages the plaintiff.

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

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

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

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

Sincerely,


Charles "Randy" Lazer

4455 S. Durango St 155
Las Vegas, NV 89113

RETURN RECEIPT
REQUESTED

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

CERTIFIED MAIL



7018 2290 0002 0646 1837

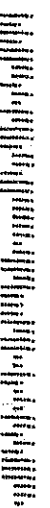
MD
To: Ms. Deborah Williams
1404 Williams Jones
FE2002
Las Vegas, NV
89128

RETURN RECEIPT
REQUESTED

NIXIE 851 CE 1 0101/31/19

RETURN TO SENDER
UNCLAIMED
MAIL ROOM

B




1020

89128-8057

U.S. POSTAGE PAID
FORM 3849
LAS VEGAS, NV
DEC 29 '18
AMOUNT
\$7.41
R2304Y122319-14

CP 12

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Ms. Daphne Williams
1404 Kalamazoo
#202
Las Vegas, NV 89128



9590 9402 4486 8248 4370 31

2. Article Number (transfer from service label)
7018 2201000020046

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

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

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

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail®
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery