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8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES “RANDY” LAZER,
11 Plaintiff,
12 vs.
13 DAPHNE WILLIAMS,
14 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**PLAINTIFF’S OPPOSITION TO
DEFENDANT DAPHNE WILLIAMS’S
ANTI-SLAPP SPECIAL MOTION TO
DISMISS UNDER NRS 41.660; and
COUNTER-MOTION FOR ATTORNEY’S
FEES**

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16
17 Plaintiff Charles “Randy” Lazer, by and through its attorney, the Law Offices of Michael F. Bohn,
18 Esq., Ltd., hereby submits his opposition to defendant Daphne Williams’s Anti-Slapp Special Motion to
19 Dismiss Under NRS 41.660 filed on October 22, 2019; and plaintiff’s counter-motion for attorney’s fees.
20 This opposition and counter-motion is based on the points and authorities contained herein, and any oral
21 argument presented at the time of the hearing.

22 **INTRODUCTION**

23 Once again, defendant is attempting to have this case dismissed under the same factual and legal
24 arguments upon which defendant’s first anti-SLAPP motion was based. This is simply defendant’s
25 second bite at the same apple. This court denied defendant’s first anti-SLAPP motion, finding defendant
26 could not show, or the court could not find, at this early juncture of the case, that defendant filed her
27 NRED Statement of Fact in good faith. Undeterred, defendant now seeks to completely bypass written
28 discovery, depositions, and any other form of discovery, and have this court find, based on declarations,

1 that defendant acted in good faith when she filed her NRED Statement of Fact. However, plaintiff
2 provides ample evidence that defendant's NRED Statement of Fact was not made in good faith, and in
3 fact that defendant knew her statements were false. Thus, as with defendant's initial motion to dismiss,
4 this second motion to dismiss should also be denied.

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

6 Further, plaintiff would like to highlight the fact that defendant, in her NRED Statement of Fact,
7 characterized plaintiff as racist, sexist, and unprofessional. Defendant stated that plaintiff had sent
8 defendant racist and sexist texts and emails, but defendant never produced any such texts and emails. The
9 defendant also wondered if plaintiff would have treated her differently had she been a white male, with
10 no basis for making this statement. These characterizations, in tandem with the various verifiable
11 falsehoods contained in defendant's NRED Statement of Fact, have caused plaintiff very serious harm.
12

13 Additionally, because defendant has filed essentially the same exact motion to dismiss that this
14 court previously denied, and because this court told the parties at the last hearing that it could not find
15 good faith at this time, plaintiff seeks attorney's fees and costs for having to respond to this frivolous
16 motion.

17 FACTS¹

18 **1. Background.**

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

20 In the spring of 2017, plaintiff was representing Rosane Krupp, the seller of the real property
21 commonly known as 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter "**the property**").
22 The property is a condominium. On May 21, 2017, defendant, at the time a tenant renting the property,
23 entered into a Residential Purchase Agreement to purchase the property from its then-owner. See Exhibit
24 1, Residential Purchase Agreement (hereinafter, "**the contract**"). Defendant was financing the purchase
25 of the property. Defendant did not retain a real estate agent to represent her in the purchase. The fact that
26 defendant did not retain a real estate agent was the genesis of the problems that arose during the sale and
27

28

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

1 persist to this day.

2 As part of the sale of a condominium, a lender requires certain information, which is obtained by
3 way of a condominium certification package, also known as a condo questionnaire. The condo
4 questionnaire is a document filled out by a representative of the condo's homeowner association and
5 provides information such as what percentage of the units in the association are owner-occupied versus
6 renter-occupied; whether the condo association is currently involved in litigation; what percentage of the
7 units are delinquent in their HOA dues; and the financial health of the HOA, such as whether it is meeting
8 its reserve requirements. If the figures provided in the condo questionnaire do not meet certain
9 requirements, the lender may refuse to provide financing for a condo purchase.
10

11 Because defendant was financing the purchase of the property, defendant and/or her lender needed
12 to obtain the condo questionnaire in order to obtain approval for a loan. Defendant's lender, Bryan Jolly
13 at Alterra Home Loans, received the fully executed contract on May 23, 2017, more than a month prior
14 to the June 30, 2017, close of escrow date. See Exhibit 2, email communication between plaintiff and
15 Mr. Jolly dated June 26, 2017, at 7:54 AM. First Residential, the community manager for the property's
16 HOA, could have provided a completed condo questionnaire within 10 days. Id. However, Mr. Jolly did
17 not receive the condo questionnaire until June 23, 2017. Id., at June 23, 2017, email from Mr. Jolly. Mr.
18 Jolly disclosed to plaintiff that the reason for the delay in obtaining the condo questionnaire was because
19 defendant neglected to pay for the questionnaire in a timely manner.
20

21 Defendant also created a delay in the closing because she changed her down payment amount from
22 20% to 5%, which necessitated additional delays on the part of defendant's lender.

23 Defendant's delay in obtaining the condo questionnaire and reducing her down payment ultimately
24 delayed the close of the deal for 24 days. During the negotiation of defendant's purchase, plaintiff and
25 the seller granted defendant three extensions of the close of escrow in order for defendant's lender to
26 review the condo questionnaire and perform its analysis to determine whether it would finance
27 defendant's purchase.

28 Exhibit 2, referenced above, is a series of emails between plaintiff and Mr. Jolly, the loan officer
working on the financing of defendant's purchase. Plaintiff first became aware of the delay in obtaining

1 the condo questionnaire as a result of Mr. Jolly's June 23, 2017, email. Following this email, plaintiff
2 spoke with defendant over the phone to inform her that it would be necessary to extend escrow due to her
3 and/or her lender's failure to obtain the condo questionnaire until June 23, 2017. Plaintiff also informed
4 defendant that there was no guarantee the seller would grant an extension if defendant did not close the
5 deal per the terms of the Purchase Agreement, on or before June 30, 2017, and that plaintiff would be
6 discussing the request for an extension with the seller. After the June 23, 2017, phone call between
7 plaintiff and defendant, defendant became agitated and defensive, which started the chain of events that
8 eventually led to her accusing plaintiff of racism and sexism in her Nevada Real Estate Division
9 ("NRED") "Statement of Fact" and, in turn, this lawsuit.
10

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

12 Randy if this racist, sexiist [sic - sexist] and unprofessional behavior of yours continues,
13 and Rosane [the seller] and I aren't able to close this deal, you will leave me with no other
14 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.

15 See Exhibit 3, text message from defendant to plaintiff. As stated at page 3, lines 1-8 of defendant's
16 motion to dismiss, defendant's very serious allegations that plaintiff is racist, sexist, unprofessional, and
17 unethical are somehow based on plaintiff's alleged statement that he thinks the defendant will be
18 successful in the future and that he would like the opportunity to represent her in future real estate
19 transactions. To a reasonable person, this comment would be taken as a compliment, or at worst, an
20 innocuous offer to represent defendant in future real estate transactions. Somehow, defendant took this
21 statement as Mr. Lazer being racist, sexist, unprofessional, and unethical.
22

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

1 On August 24, 2017, after the sale of the property to defendant closed, defendant filed a
2 “Statement of Fact” with the Nevada Real Estate Division (“**NRED**”), claiming again that plaintiff was
3 racist, sexist, unprofessional, and unethical, and also made several other false accusations. See Exhibit
4 4, defendant’s NRED Statement of Facts and narrative.

5 On the first page of her narrative attached to the NRED Statement of Facts, defendant states the
6 following:

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

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

13 To clarify, defendant’s recitation of what she claims plaintiff told her is not entirely accurate.
14 What actually happened during that conversation was plaintiff complimented defendant on her success
15 of being able to purchase the condo, as plaintiff would normally compliment someone on the purchase
16 of a home. Plaintiff then mentioned that real estate may appreciate in the coming years, and as
17 defendant’s career progressed and she achieved even greater success, she may choose to rent the condo
18 out and hopefully have a positive cash flow, and purchase another primary residence. Plaintiff then
19 mentioned that he respected defendant’s brother as a real estate agent and that should he retire, plaintiff
20 would be happy to work with defendant in the future.

21 Plaintiff was then forced to defend himself against defendant’s NRED Statement of Facts for
22 approximately eight months, including spending more than 50 hours responding to the Statement of Fact
23 and NRED’s investigation. Ultimately, NRED chose to close its file and plaintiff was vindicated and
24 cleared of any wrongdoing. NRED’s legal counsel found no basis for proceeding against plaintiff.
25 However, the damage had been done due to defendant’s defamatory Statement of Facts which in and of
26 itself caused harm to plaintiff, and also caused other damage by forcing plaintiff to spend so much time
27 defending himself.
28

2. Response to defendant’s Factual Background.

1 Defendant has filed a separate pleading containing her statement of the facts of this case. Within
2 this pleading, defendant makes several untrue statements.

3 1. At page 2, lines 14-22 of her facts pleading, defendant states that plaintiff does not dispute
4 making the statement which defendant took as racist and sexist. Plaintiff disputes this
5 characterization. While plaintiff did say something similar to what defendant claims,
6 defendant's quotation is not an accurate, word-for-word recitation of what plaintiff said.

7 2. At page 3, lines 3-5, defendant claims plaintiff "does not dispute" that he told defendant
8 confidential information including the amount of his commission and details about the
9 seller's romantic life. Plaintiff denies that he discussed the seller's romantic life with
10 defendant. As to his commission, plaintiff did disclose his commission to defendant, but
11 the seller authorized this disclosure in order to facilitate the sale of the property.

12 3. At pages 3-4, lines 21-14, defendant makes several representations regarding plaintiff's
13 attempted contact with the appraiser. Plaintiff responds that when he represents sellers,
14 he routinely speaks with appraisers in order to provide them comparable sale information
15 and information about upgrades to the property. Further, plaintiff finds it highly unlikely
16 that NRED would tell defendant that agents are not supposed to speak with appraisers
17 because it is not an ethical issue unless the agent attempts to influence the appraiser

18 4. At page 4-5, lines 15-19, defendant claims that plaintiff "falsely" alleged defendant
19 refused to allow the seller to remove personal property from the condo. However, it is
20 true that defendant refused to allow the seller to remove all of her personal property, as
21 proven by the declaration of the seller attached hereto.

22 5. At page 6, footnote 5, defendant claims plaintiff "did not provide [defendant] with a
23 receipt for [defendant's] earnest money.... However, because defendant placed her earnest
24 money deposit with the escrow company, plaintiff had no duty or obligation to provide
25 a receipt for the earnest money. It would have been improper for plaintiff to provide such
26 a receipt, as plaintiff did not receive the earnest money. It was up to the escrow company
27 to provide an earnest money receipt. Further, the lender would not have completed the
28

1 transaction without an earnest money receipt, so it seems extremely unlikely the lender
2 did not receive an earnest money receipt.

3 6. At pages 5 and 6, defendant claims plaintiff never provided Ms. Williams with a signed
4 copy of the contract. However, on May 18, 2017, plaintiff emailed defendant the contract
5 signed by the seller. See Exhibit 5, which is the email to defendant containing the
6 contract signed by seller, and Exhibit 6, a copy of the contract signed by the seller which
7 was attached to plaintiff's May 18, 2017, email. See also plaintiff's declaration, where
8 plaintiff states he provided defendant with a signed copy of the purchase agreement. Later,
9 plaintiff and defendant met at a Whole Foods market where defendant made three minor
10 changes which the seller agreed to, and defendant signed the contract on May 21.
11 Defendant then instructed plaintiff to send the fully executed purchase agreement to her
12 lender, which plaintiff did on May 23. Defendant also states that this failure to provide
13 a signed copy of the contract interfered with her ability to meet her contractual
14 obligations, but again, because plaintiff did provide a signed contract to defendant and
15 defendant's lender, defendant is incorrect.

17 7. At page 10, lines 2-3, defendant claims that the seller told defendant, "Plaintiff had
18 ulterior motives in acting as [the seller's] real estate agent and that he was trying to
19 sabotage the transaction." Defendant also made this accusation in her NRED Statement
20 of Facts. Attached to this opposition is a declaration from the seller that she never made
21 any such statements to defendant. Plaintiff's declaration is also attached wherein plaintiff
22 also disputes that the seller ever made any such statement.

24 PROCEDURAL HISTORY

25 As a brief history, this court will recall that on August 9, 2019, defendant filed her first "anti-
26 SLAPP
27 special motion to dismiss under NRS 41.660." After full briefing and argument, this court denied
28 defendant's first motion to dismiss without prejudice.

On October 3, 2019, plaintiff filed this court's order denying the first motion to dismiss. Pertinent

1 for purposes of the instant motion, the October 3 order states:

2 [T]he court cannot find at this juncture, as a matter of law, that defendant has proven by a
3 preponderance of the evidence that she submitted her Nevada Real Estate Division
4 (“NRED”) Statement of Fact in good faith as required under NRS 41.660(3)(a).
5 Specifically, the court cannot find at this point that defendant made her Statement of Fact
in good faith; that it was truthful; and that defendant made the Statement of Fact without
knowledge of its falsity.

6 As part of the October 3, 2019, order, this court also granted plaintiff leave to file a first amended
7 complaint. Plaintiff filed his first amended complaint on October 8, 2019, ultimately leading defendant
8 to file the instant second motion to dismiss.

9 **LEGAL ARGUMENT**

10 **1. Plaintiff requests this court strike defendant’s entire motion, as it exceeds EDCR 2.20's limit**
11 **of 30 pages for a pretrial motion.**

12 Defendant’s “Anti-Slapp Motion to Dismiss” is 22 pages. Defendant’s “Statement of Facts in
13 Support” of its motion is 12 pages. By simple math, this totals 34 pages in one motion.

14 EDCR 2.20 states in pertinent part:

15 (a) Unless otherwise ordered by the court, papers submitted in support of pretrial and
16 post-trial briefs shall be limited to 30 pages, excluding exhibits.

17 Defendant’s motion is 34 pages long in violation of EDCR 2.20(a). Even if page 22 of the motion
18 is not counted because it only contains a signature block, this is still a 33 page motion. There is no way
19 to get around the fact that the motion is more than 30 pages. The fact that defendant made the strange
20 decision to segregate the facts from the law does not change the fact that both are parts of the same
21 motion.

22 If defendant wanted or needed additional pages in its motion, it could have filed a request with
23 the court to do so. However, defendant did not seek leave from this court to file a motion in excess of
24 the page limit. Instead, plaintiff is left to deal with a meandering motion of excessive length.
25 Accordingly, plaintiff requests this court strike defendant’s motion to dismiss in its entirety.

26 **2. Standard for an Anti-SLAPP motion to dismiss.**

27 Defendant’s motion to dismiss is a very specific type of statutory motion brought under NRS
28 41.635 et seq. Defendant’s motion alleges that her NRED Statement of Fact cannot be the source of a

1 defamation complaint because it is protected under this statute. However, defendant cannot meet her
2 burden to show she is entitled to anti-SLAPP protection under NRS 41.

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

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

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

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

- 10 1. Communication that is aimed at procuring any governmental or electoral action, result or
11 outcome;
- 12 2. Communication of information or a complaint to a Legislator, officer or employee of the
13 Federal Government, this state or a political subdivision of this state, regarding a matter
14 reasonably of concern to the respective governmental entity;
- 15 3. Written or oral statement made in direct connection with an issue under consideration by
16 a legislative, executive or judicial body, or any other official proceeding authorized by law;
17 or
- 18 4. Communication made in direct connection with an issue of public interest in a place open
19 to the public or in a public forum,
20 which is truthful or is made without knowledge of its falsehood.

21 Defendant’s motion to dismiss does not allege that defendant’s NRED is protected under sections
22 1 or 4 of this statute. Thus, the focus is on sections 2 and 3.

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

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

This court found in its October 3, 2019, order that defendant met her burden under NRS

1 41.637(2). Thus, plaintiff will not address NRS 41.637(2).

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

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

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

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

14 Second, defendant did not make her communication during an “official proceeding.” The
15 Statement of Fact defendant delivered to NRED was in no way a “proceeding.” It was a form defendant
16 filled out and sent to NRED. It is defendant’s burden to explain how sending a Statement of Fact to
17 NRED is part of an “official proceeding.” Defendant states on the bottom of page 8 and the top of page
18 9 of her motion to dismiss that her Statement of Fact “initiated the Division’s investigation of Plaintiff,
19 an official proceeding of an executive body,” but this argument is devoid of any legal authority or support.
20 Defendant has no legal authority to say that defendant’s filing of the NRED Statement of Fact, or NRED’s
21 investigation into that Statement of Fact, is an official proceeding under NRS 41.

22 Although it is a different privilege, the common law fair report privilege does provide for an
23 “official action or proceeding” exception to defamation claims. In Wynn v. Smith, the Nevada Supreme
24 Court determined that a confidential, private report, not generally available to the public, did not fall
25 under the fair report privilege:
26
27

28 We... hold that unauthorized or confidential investigatory reports do not qualify as an
“official action or proceeding” under the fair report privilege. The policies underlying the
privilege are simply not served by the rule urged by Stuart and Barricade. The privilege is

1 an exception to the common law rule that attaches liability for libel to a party who
2 publishes a defamatory statement. The purpose of this exception is to obviate any chilling
effect on the reporting of statements already accessible to the public.

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

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

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

12 117 Nev. 6, 16, 16 P.3d 424, 430 (2001). Plaintiff requests this court apply the same line of thinking
13 here: Defendant’s statement to NRED was not an official proceeding. It was an informal Statement of
14 Fact, not part of an official proceeding, and certainly not a public record or action of any sort, such as a
15 civil or criminal complaint. It is not even part of any formal or official administrative action. Perhaps
16 if defendant’s claim had escalated to the point of an official hearing or a formal adjudication of her claim,
17 she would have a better argument. However, a statement made to NRED which NRED later took no
18 action on is not an official proceeding. Accordingly, the protections discussed in NRS 41.637(3) do not
19 apply to defendant’s statement to NRED, and her statement is therefore not privileged.
20

21 Further, “good faith” is the first part of the term “good faith communication in furtherance of the
22 right to petition or the right to free speech in direct connection with an issue of public concern,” which
23 is the primary argument of defendant’s motion. However, looking at defendant’s Statement of Fact,
24 wherein she characterizes plaintiff as unprofessional, racist, and sexist” because he told her he thinks she
25 will be successful and that he would like to represent her in future real estate deals, it is hard to view
26 defendant’s Statement of Fact as being made in good faith. Telling a person they will be successful and
27 requesting to represent them in future real estate transactions, without mentioning the person’s race or
28 sex, is so far removed from any common sense understanding of racism or sexism, that plaintiff requests

1 this court find defendant did not submit her NRED Statement of Fact in good faith, and thus defendant
2 is not entitled to anti-SLAPP protection.

3 Most disconcertingly, this court has already ruled that it cannot find defendant at this juncture that
4 defendant submitted her NRED Statement of Fact in good faith. This finding alone, as memorialized in
5 the order denying defendant’s first motion to dismiss, is sufficient to warrant denial of defendant’s second
6 motion to dismiss.

7 As further proof defendant did not submit her NRED Statement of Fact in good faith, defendant
8 only filed the NRED Statement of Fact in anticipatory retaliation of plaintiff’s threatened lawsuit for
9 defamation against defendant. On July 25, 2017, plaintiff sent defendant a demand letter for damages.
10 See Exhibit 7, plaintiff’s demand letter. In response, defendant retained legal counsel from the law firm
11 of Gamage & Gamage. See Exhibit 8, Gamage & Gamage response letter. From that point forward, the
12 plaintiff engaged in negotiation with defendant’s counsel throughout most of August 2017. Ultimately,
13 on or about August 23, 2017, plaintiff informed defendant’s counsel that a lawsuit was imminent in the
14 next few days. Thereafter, on August 24, 2017, defendant submitted her NRED Statement of Fact. Thus,
15 given the timing of defendant’s NRED Statement of Fact, it is clear that defendant only submitted the
16 Statement of Fact as a form of retaliation and not in good faith.

17
18 **4. Defendant was aware of the false statements in her NRED Statement of Fact when she**
19 **submitted it.**

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

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

- 26 1. Defendant stated on multiple occasions in her Statement of Facts that plaintiff engaged
27 in unethical, unprofessional, sexist, and racist behavior, largely based on the fact that he
28 complimented her on her purchase of the condo and that as she progressed with her career

1 and became more successful, he would be happy to represent her in future real estate
2 purchases should her brother retire from real estate. No reasonable person could believe,
3 in good faith, that the statement defendant attributes to plaintiff could possibly be racist,
4 sexist, unprofessional, or unethical. Defendant also claims at page 2 of her NRED
5 complaint that she was in possession of emails and text messages to support plaintiff's
6 alleged racism and sexism, but defendant never produced any such evidentiary support.
7 Defendant also baselessly claimed that plaintiff may have treated her differently if she was
8 a white male and if her lender was not black.

9
10 2. Defendant claimed in her Statement of Facts that plaintiff shared "confidential info" with
11 defendant regarding the seller, which [defendant] understood realtors are not supposed to
12 do. In reality, plaintiff did not share any confidential information with defendant.
13 Defendant lied in her Statement of Facts by stating plaintiff told her he met the seller on
14 a dating website, when in reality, the seller told that piece of information to defendant.
15 Regardless, defendant does not state how this is confidential information that would be
16 relevant to NRED. More importantly, defendant claims plaintiff told defendant the
17 amount of plaintiff's commission, which is confidential, but in reality, the seller
18 authorized plaintiff to release the amount of the commission to defendant in order to move
19 the sale along at the optimal price for seller. Accordingly, this information was not
20 "confidential," and if defendant had simply spoken to plaintiff or the seller about this
21 issue, she would have known plaintiff was authorized to release the commission amount.

22
23 3. Defendant claims plaintiff acted unethically because defendant attempted to communicate
24 with the appraiser. However, there is nothing unethical about a real estate agent
25 communicating with an appraiser. To the contrary, ethics require that when representing
26 a seller, an agent should communicate with the appraiser and provide information
27 regarding comparable sales and upgrades to the appraiser.

28 4. Defendant states plaintiff "lied on several occasions." To support this claim, defendant
states plaintiff lied about defendant not allowing plaintiff to remove all of her personal

1 property from the condo. However, plaintiff's statement is true. As stated in the seller's
2 declaration attached hereto, defendant did in fact refuse to allow the seller to remove all
3 of her personal property, and to this day, some of the seller's personal property remains
4 at the condo. Defendant also refused to sign an addendum providing the seller access to
5 remove her personal property from the condo. See Exhibit 9, a copy of the addendum
6 signed by the seller, but which defendant refused to sign.

7
8 5. Defendant claims plaintiff never provided her a "signed copy of the contract," which is
9 completely false. On May 18, 2017, plaintiff emailed defendant and attached the
10 Residential Purchase Agreement signed by the seller. See Exhibit 5. Later, on May 21,
11 2017, plaintiff and defendant met at Whole Foods market and defendant signed the
12 Residential Purchase Agreement after making some minor edits, and as instructed to do
13 by defendant, plaintiff sent the signed contract to defendant's lender. See Exhibit 10,
14 email correspondence to defendant's letter attaching the signed contract. Thus, not only
15 did defendant have a signed copy of the contract, but plaintiff also sent the contract
16 including defendant's signature to defendant's lender, at defendant's insistence.

17 6. Defendant states plaintiff "falsely" accused her of failing to meet the due diligence
18 timeframes in the contract. In defendant's first motion to dismiss, defendant blamed
19 plaintiff's alleged failure to provide her with the signed contract for her inability to meet
20 her obligation to pay for the condo questionnaire, but as noted above, plaintiff had
21 provided the signed contract to defendant more than a month prior to the close of escrow.
22 See defendant's motion to dismiss filed August 29, 2019, page 4, lines 16-19, where
23 defendant claims "[plaintiff's] failure to provide [defendant] with [a signed contract and
24 earnest money receipt] interfered with her ability to" meet due diligence timeframes.
25 Now, at page 11 of her new motion to dismiss, defendant has changed her story on this
26 issue and claims "[t]he appraisal of the condo was delayed due to scheduling issues and
27 not Ms. Williams's fault." Defendant then cites to various declarations and exhibits and
28 tries to explain away her delays. However, defendant is not permitted to turn her motion

1 to dismiss into an evidentiary hearing or trial on each and every point of contention. The
2 bottom line is defendant did not timely order the condo certification, and it was the late
3 condo certification that caused the various delays in this transaction. Defendant made a
4 strategic decision to wait until after the appraisal was completed to order the condo
5 certification, and then also made the decision not to rush the order of the condo
6 certification. Regardless of her reasons for doing so, this does not change the fact that
7 plaintiff was correct in stating that defendant failed to meet the due diligence timeframes.
8 Accordingly, defendant's statement that plaintiff "falsely" accused her of failing to meet
9 all requirements to close escrow is false.

10
11 7. Defendant makes false allegations that the seller told defendant that plaintiff was "trying
12 to sabotage this deal" and that plaintiff had "an ulterior motive." However, as proven by
13 the declaration of the seller also attached to the opposition, the seller never told defendant
14 that plaintiff was trying to sabotage the deal or that plaintiff had an ulterior motive, so this
15 is another false, defamatory statement. In fact, plaintiff expended great effort to keep this
16 deal alive, including securing three extensions of the close of escrow, so clearly plaintiff
17 had no intention of sabotaging the deal.

18 8. Defendant also claims that plaintiff never provided her with "a receipt for defendant's
19 earnest money," but a real estate agent does not provide receipts for earnest money unless
20 the earnest money is deposited into a broker's trust account. When earnest money is
21 deposited with the title and/or escrow company, as was the case here, title and/or escrow
22 be the entity to provide such a receipt. Plaintiff did provide escrow company contact
23 information to Bryan Jolly, defendant's lender, so defendant's lender did have notice of
24 who the escrow company was and could have obtained an earnest money receipt from
25 escrow. Thus, while defendant's statement that plaintiff did not provide an earnest money
26 receipt is technically true, it is also very misleading.

27
28 These are all verifiably false, defamatory statements made by defendant in her NRED Statement
of Facts, which defendant published to NRED, resulting in harm to plaintiff's business and emotional

1 well-being, as well as costing plaintiff over 50 hours in defending himself. Defendant had notice that
2 these statements were false by way of email communications and the declarations of plaintiff and the
3 seller. Accordingly, defendant cannot claim she did not know of, for instance, the falseness of her claim
4 that she did not receive the signed contract, because that claim is belied by the attachments to this motion
5 and logic, which dictates she must have seen the signed contract in order for this deal to commence.

6 **5. Defendant has not met her burden to show that her NRED Statement of Fact was an “issue**
7 **of public concern” entitled to NRS 41's anti-SLAPP protections.**

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

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

- 13 (1) “public interest” does not equate with mere curiosity;
- 14 (2) a matter of public interest should be something of concern to a substantial number of
15 people; a matter of concern to a speaker and a relatively small specific audience is not a
16 matter of public interest;
- 17 (3) there should be some degree of closeness between the challenged statements and the
18 asserted public interest—the assertion of a broad and amorphous public interest is not
sufficient;
- 19 (4) the focus of the speaker's conduct should be the public interest rather than a mere effort
20 to gather ammunition for another round of private controversy; and
- 21 (5) a person cannot turn otherwise private information into a matter of public interest
simply by communicating it to a large number of people.

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

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

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

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

- 6 1. The establishment of a legally required rebuttable presumption.
- 7 2. A party’s production of enough evidence to allow the fact-trier to infer the fact at issue
- 8 and rule in the party’s favor.

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

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

18
19 **7. The absolute privilege for “quasi-judicial” proceedings does not apply here.**

20 At pages 14 and 15, defendant argues the “absolute privilege” applies to defendant’s NRED
21 Statement of Facts because defendant made the Statement of Facts as part of a “quasi-judicial
22 proceeding.” In support of this argument, defendant cites to Sahara Gaming Corp. v. Culinary Workers
23 Union Local 226, where the Nevada Supreme Court held:

24 We must decide as a matter of law if a republication of a judicial proceeding constitutes an
25 absolute privilege, when the statements are false or malicious and are republished with the
26 intent to harm another. We hold the privilege is absolute.

27 115 Nev. 212, 213, 984 P.2d 164, 165 (1999). Contrary to defendant’s assertion in its motion to dismiss,
28 Sahara Gaming Corp. does not include a holding that a Statement of Fact filed with the real estate
regulatory board, which is then investigated and closed without a formal hearing, is a judicial or quasi-

1 judicial proceeding.

2 Defendant also cites to Lewis v. Benson, where the Nevada Supreme Court found that a privilege
3 applied to a complaint filed against two police officers with the Internal Affairs Bureau of the Las Vegas
4 Metropolitan Police Department. 101 Nev. 300, 300–01, 701 P.2d 751, 752 (1985). The Court found
5 that “[i]n certain situations it is in the public interest that a person speak freely. Where this is so, the law
6 is willing to assume the risk that from time to time the privilege will be abused. This case represents just
7 such a situation.” Id. at 301. Later, the court expounded as follows:

8
9 The extension of the privilege promotes the public's interest by allowing civilian
10 complaints against **public officials** to be aired in the proper forum without fear of civil
11 liability. Absent the extension of such privilege, the protection from civil liability afforded
12 the complainant hinges on an ad hoc determination that the particular proceeding will be
13 deemed quasi-judicial in nature. Such an uncertainty could result in deterring citizens from
14 filing legitimate complaints. Thus, the application of an absolute privilege to civilians
15 filing complaints with an internal affairs bureau sufficiently promotes the interests of the
16 public to warrant the availability of an absolute privilege.

17 101 Nev. 300, 301, 701 P.2d 751, 752 (Emphasis added). A police officer is a public official who has
18 the authority to take another person’s life if necessary in the course of scope and employment. A real
19 estate agent is not a public official, and the risks of a real estate agent’s course of scope and employment
20 are far more innocuous than that of a police officer. Thus, the public’s interest in filing a complaint with
21 the internal affairs department of a police department are much higher than complaining to the governing
22 body of real estate agents. Accordingly, Lewis v. Benson is certainly not analogous to the instant matter,
23 and an initial Statement of Facts lodged with NRED is not a quasi-judicial proceeding affording
24 defendant an absolute privilege entitling her to freely lie about plaintiff’s actions. The wording of Lewis
25 v. Benson does not allow its holding to be applied outside of the internal affairs context, nor does the
26 holding expand further than civilian complaints against public officials. Further, in Lewis v. Benson, the
27 court specifically states that the record contained “little evidence concerning the procedure followed by
28 the Internal Affairs Bureau during the investigation.” Id. However, here, we know that the process
consisted of defendant filing a Statement of Facts; NRED investigating the Statement of Facts; and
NRED ultimately deciding not to hold a hearing, instead closing the file. If a hearing had been held and
defendant made statements during that hearing, defendant would have a much better argument that such

1 statements in a formal hearing are quasi-judicial. However,

2 In Jacobs v. Adelson, the Nevada Supreme Court applied the following test for application of the
3 absolute privilege:

4 In order for the absolute privilege to apply to defamatory statements made in the context of
5 a judicial or quasi-judicial proceeding, “(1) a judicial proceeding must be contemplated in
6 good faith and under serious consideration, and (2) the communication must be related to
7 the litigation.” Therefore, the privilege applies to communications made by either an
attorney or a nonattorney that are related to ongoing litigation or future litigation
contemplated in good faith.

8 130 Nev. 408, 413, 325 P.3d 1282, 1285 (2014) (Internal citations omitted). Here, plaintiff posits that
9 defendant did not make the claims in her NRED Statement of Facts in good faith. She lodged the
10 Statement of Facts because she was upset about how her purchase of the property was progressing. She
11 lied in the Statement of Facts and baselessly branded plaintiff as a racist, sexist, unprofessional, and
12 unethical, and to make things worse, she made these statements to the body tasked with investigating the
13 ethics of real estate agents. Her Statement of Facts was not made in good faith; it was made in a
14 vindictive fashion in order to get back at plaintiff for what defendant perceived as “unprofessional”
15 conduct. See paragraph 11 of defendant’s declaration. She also admits she was “frustrated with
16 Plaintiff’s conduct.” See paragraph 12 of defendant’s declaration. Finally, plaintiff posits that
17 defendant’s NRED Statement of Facts was made in retaliation to plaintiff’s demand letter sent to
18 defendant following the completion of the sale of the property. Retaliation is not a good faith reason to
19 report an agent to NRED. Accordingly, defendant cannot utilize the absolute privilege.

21 Further, the test outlined in Jacobs requires that a judicial proceeding must be under serious
22 consideration. First, no judicial proceeding was under contemplation, as NRED is not a judicial body.
23 To the extent NRED can be considered a quasi-judicial body, it is unclear at this point how seriously
24 NRED was contemplating a quasi-judicial proceeding against plaintiff. That is a fact-intensive inquiry
25 which will require discovery, including the possible testimony of an NRED official and/or a review of
26 the internal documents from NRED. A motion to dismiss is not the proper time for the court to decide
27 a factual issue such as whether NRED was seriously contemplating proceeding against plaintiff.

28 The fact that defendant’s absolute immunity privilege argument is premature is also echoed in

1 Sahara Gaming Corp, which was an appeal from a motion for summary judgment, not a motion to
2 dismiss. Likewise, Lewis v. Benson was also an appeal from a motion for summary judgment.

3 **8. Plaintiff's complaint satisfies the elements for defamation.**

4 Defamation requires the following four elements:

5 (1) a false and defamatory statement by defendant concerning the plaintiff; (2) an
6 unprivileged publication to a third person; (3) fault, amounting to at least negligence; and
7 (4) actual or presumed damages

8 Chowdhry v. NLVH, Inc., 109 Nev. 478, 483, 851 P.2d 459, 462 (1993). Plaintiff's claims satisfy these
9 elements. First, plaintiff is alleging defendant made several false and defamatory statements as outlined
10 above. Second, plaintiff is alleging defendant published the false and defamatory statements to NRED
11 and that the publication was unprivileged. Third, plaintiff is alleging defendant knowingly made these
12 false statements. Finally, plaintiff is claiming he has suffered actual damages as well as presumed
13 damages. Accordingly, plaintiff has alleged sufficient facts to survive a motion to dismiss as to his
14 defamation claim.

15 **9. Plaintiff's first amended complaint satisfies the elements for business disparagement.**

16 A claim for business disparagement requires the following:

17 (1) a false and disparaging statement, (2) the unprivileged publication by the defendant, (3)
18 malice, and (4) special damages.

19 Clark Cty. Sch. Dist. v. Virtual Educ. Software, Inc., 125 Nev. 374, 386, 213 P.3d 496, 504 (2009).

20 Plaintiff believes defendant acted with malice; specifically, defendant did not submit the NRED
21 Statement of Facts in good faith, but only did so as an act of retaliation after plaintiff informed defendant
22 that she had caused a delay in the sale which needed to be corrected. The special damages element
23 requires

24 evidence proving economic loss that is attributable to the defendant's disparaging remarks.
25 [Or], if the plaintiff cannot show the loss of specific sales attributable to the disparaging
statement, the plaintiff may show evidence of a general decline of business.

26 Id. at 387, 505. Plaintiff believes he suffered a decline in his business as a result of defendant's NRED
27 Statement of Fact. Certain client relationships were damaged after defendant submitted the NRED
28 Statement of Fact. Plaintiff has made these claims in his first amended complaint. Accordingly, plaintiff

1 has met the elements for a claim of business disparagement.

2 **10. Plaintiff's first amended complaint satisfies the elements for intentional infliction of**
3 **emotional distress.**

4 At pages 20 and 21 of her motion, defendant alleges that plaintiff's claim for intentional infliction
5 of emotional distress fails because "the majority of the statements at issue are undeniably true." However,
6 plaintiff has outlined in his first amended complaint and herein that defendant made several false
7 statements in her NRED Statement of Facts. Defendant also argues that there was nothing extreme or
8 outrageous about defendant's conduct. However, this is yet another example of defendant wanting to use
9 a motion to dismiss as a way to bypass discovery entirely and go right to the summary judgment stage.
10 A motion to dismiss is not the proper vehicle for what plaintiff is attempting to do. This court must take
11 plaintiff's allegations as true in a motion to dismiss.

12 The elements of intentional infliction of emotional distress are:

13 (1) extreme and outrageous conduct with either the intention of, or reckless disregard for,
14 causing emotional distress, (2) the plaintiff's having suffered severe or extreme emotional
15 distress and (3) actual or proximate causation.

16 Barmettler v. Reno Air, Inc., 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998). Defendant engaged in
17 extreme and outrageous conduct by spitefully submitting a false and defamatory Statement of Fact to
18 NRED, the governing body of real estate agents. Plaintiff believes defendant had intent to cause
19 emotional distress because defendant submitted the Statement of Fact as a vindictive response to
20 plaintiff's communications made during the sale of the property. At a minimum, when defendant
21 submitted her false statements to NRED, she displayed a reckless disregard for the fact that such an act
22 could cause plaintiff great emotional distress and stress because he would then be subjected to a possibly
23 career-ending investigation. Second, plaintiff suffered severe and extreme emotional distress, to the point
24 where he became physically ill and contracted pneumonia and a severe cough, resulting in him being bed-
25 ridden for more than two weeks. Third, defendant's Statement of Fact was the actual cause of plaintiff's
26 distress as he did not have any other reason to suffer such distress at that point in his life. Plaintiff has
27 made these allegations in his first amended complaint, and they must be accepted as true. Accordingly,
28 plaintiff's intentional infliction of emotional distress claim is not subject to dismissal at this time.

1 **11. Plaintiff's first amended complaint satisfies the elements for negligence.**

2 At the middle of page 21, defendant strangely argues that plaintiff's negligence claim is
3 "completely subsumed by his defamation claims" and thus plaintiff's negligence claim must be dismissed.
4 Defendant cites no source for this unique legal argument. Plaintiff is permitted to plead alternate claims.
5 Thus, defendant's motion to dismiss fails as to plaintiff's negligence claim.

6 **COUNTER-MOTION FOR ATTORNEY'S FEES AND/OR SANCTIONS**

7 **1. Defendant's second motion is frivolous and brought without any reasonable basis**
8 **because it is in all material respects indistinguishable from defendant's first motion to**
9 **dismiss, which this court has already denied. Thus, plaintiff is entitled for attorney's**
10 **fees for having to defend against this matter.**

11 NRS 18.010(2) states, in pertinent part:

12 **NRS 18.010 Award of attorney's fees.**

13 2. In addition to the cases where an allowance is authorized by specific statute, the court
14 may make an allowance of attorney's fees to a prevailing party:

15 ...

16 (b) Without regard to the recovery sought, when the court finds that the claim, counterclaim,
17 cross-claim or third-party complaint or defense of the opposing party was brought or
18 maintained **without reasonable ground or to harass the prevailing party. The court**
19 **shall liberally construe the provisions of this paragraph in favor of awarding**
20 **attorney's fees in all appropriate situations.** It is the intent of the Legislature that the
court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to
Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for
and deter frivolous or vexatious claims and defenses because such claims and defenses
overburden limited judicial resources, hinder the timely resolution of meritorious claims and
increase the costs of engaging in business and providing professional services to the public.

21 Emphasis added. Thus, when a party brings a defense - such as a motion to dismiss - without
22 reasonable grounds or to harass the prevailing party, the court may award attorney's fees to the
23 prevailing party. See Rivero v. Rivero, 125 Nev. 410, 440, 216 P.3d 213, 234 where the Nevada
24 Supreme Court stated that attorney fees may be awarded "as a sanction for filing a frivolous
25 motion...." The Court further stated that "[a]lthough a district court has discretion to award attorney
26 fees as a sanction, there must be evidence supporting the district court's finding that the claim or
27 defense was unreasonable or brought to harass." Id. at 441.

28 Here, defendant has brought this second motion to dismiss without reasonable grounds or to

1 harass plaintiff. Defendant's first motion to dismiss was fully briefed. It was argued at a hearing
2 where this court generously heard ample argument from both sides. The court then gave a thorough
3 basis for denial of the first motion to dismiss, primarily on the basis that the court could not at this
4 juncture find in good faith that defendant made her NRED Statement of Fact in good faith. Implied in
5 the court's ruling was that the court needed some discovery done on the specific issue of good faith
6 before it could dismiss plaintiff's complaint. No discovery has been done since this court denied the
7 first motion to dismiss.

8
9 To the contrary, defendant has gone back to the well and filed a nearly identical second
10 motion to dismiss. There is no reasonable basis to bring a virtually identical motion which was
11 already denied. There is nothing in defendant's second motion to dismiss that materially
12 distinguishes it from the original motion to dismiss. Defendant has added a declaration from
13 defendant's mother, but that declaration contains no substance which would allow this court to
14 change its mind as to defendant's good faith in filing her NRED Statement of Fact. Defendant has
15 also added a declaration from Bryan Jolley. However, that declaration does nothing except explain
16 the reasons why defendant chose to delay obtaining a condo certification, which was the basis for the
17 numerous extensions of the close of escrow. These declarations do not get the court any closer to
18 determining whether defendant made her NRED Statement of Fact in good faith. There is nothing in
19 the 34 pages of the second motion to dismiss that would serve to change this court's analysis of
20 defendant's good faith from the first motion to dismiss. At pages 6 through 13 of the second motion
21 to dismiss, defendant treads over the same exact ground and same exact factual issues that the parties
22 argued in the initial motion to dismiss. These include whether plaintiff sent defendant a signed copy
23 of the purchase agreement; whether plaintiff shared confidential information with defendant; whether
24 plaintiff contacted the appraiser; whether defendant allowed the seller to remove personal property
25 from the condo; and whether plaintiff falsely claimed defendant was responsible for the delays in
26 closing escrow. These issues all probably look familiar to the court because they are the exact same
27 issues from defendant's motion to dismiss.

28
Nothing has changed since the first motion to dismiss. This second motion to dismiss is a

1 frivolous attempt by defendant to harass plaintiff into dropping his lawsuit. It is brought without a
2 reasonable basis because it could not possibly change the court's previous finding regarding
3 defendant's good faith.

4 If this court grants plaintiff's counter-motion for attorney's fees, plaintiff will provide the
5 court with a full accounting of his fees and costs.

6 **CONCLUSION**

7 Defendant repeatedly claims in her motion that most of the statements in her NRED Statement
8 of Facts are true. See, for instance, page 13, lines 11-12 where defendant argues that her statements
9 "are by and large true, and any dispute Plaintiff may have with the majority of them are insignificant."
10 Defendant also opines that plaintiff is nitpicking with his first amended complaint. This may be easy
11 for defendant to say. However, plaintiff has been a realtor in good standing in Nevada for 26 years.
12 When defendant assailed plaintiff, to the governing body of plaintiff's profession, as a liar, a racist,
13 and a sexist, and attacked his character and professionalism through a series of falsehoods, it was not
14 "insignificant" to plaintiff. It was a threat to his very livelihood and reputation that caused plaintiff
15 such great stress that the stress manifested itself in the form of various physical illnesses. So while
16 defendant attempts to brush this entire situation off as insignificant nitpicking, the reality is this was a
17 full-blown nightmare for plaintiff, caused by defendant's false, defamatory statements to NRED, as
18 well as the character assassination accompanying those statements, and the ensuing investigation.

19
20 First, plaintiff requests this court strike defendant's motion to dismiss as it violates EDCR
21 2.20's page limits.

22
23 Second, defendant cannot meet the requirements for anti-SLAPP relief against plaintiff
24 because defendant did not make her Statement of Fact regarding an issue under consideration by
25 NRED; defendant did not make her Statement of Fact during an "official proceeding"; and
26 defendant's submission to NRED was not made in good faith. As this court has already ruled, at this
27 juncture of the case, the court cannot find defendant made her NRED Statement of Fact in good faith.
28 Further, defendant was aware that several of her statements to NRED were false when she made those
statements, which defeats her anti-SLAPP request. Defendant's good faith is thrown into doubt, not

1 only because she knew many of her statements were false when she made them, but because her
2 motivation for submitting her NRED Statement of Fact was clearly retaliation against plaintiff for
3 threatening a defamation lawsuit. Finally, even if defendant did meet her initial anti-SLAPP burden,
4 plaintiff can meet its burden to make a prima facie case for defamation, as shown by the declarations
5 and exhibits attached hereto.

6 Further, defendant's NRED Statement of Fact was not an absolutely privileged
7 communication because it was not part of a judicial or quasi-judicial proceeding, and because
8 defendant did not make the Statement of Fact in good faith.

9 Finally, plaintiff requests this court grant plaintiff his attorney fees for having to defend
10 against this motion to dismiss, as defendant's second motion to dismiss is materially indistinguishable
11 from defendant's first motion to dismiss, and thus there was no good reason to bring this frivolous
12 second motion to dismiss.

13 DATED this 14th day of November 2019.

14 LAW OFFICES OF
15 MICHAEL F. BOHN, ESQ., LTD.

16
17 By: /s/ Adam R. Trippiedi, Esq.
18 Michael F. Bohn, Esq.
19 Adam R. Trippiedi, Esq.
20 2260 Corporate Cir, Suite 480
21 Henderson, Nevada 89074
22 Attorneys for plaintiff Charles "Randy" Lazer
23
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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
3 Law Offices of Michael F. Bohn., Esq., and on the 14th day of November, 2019, an electronic copy of
4 the **PLAINTIFF’S OPPOSITION TO DEFENDANT DAPHNE WILLIAMS’S ANTI-SLAPP**
5 **SPECIAL MOTION TO DISMISS UNDER NRS 41.660; and COUNTER-MOTION FOR**
6 **ATTORNEY’S FEES** was served on opposing counsel via the Court’s electronic service system to
7 the following counsel of record:

8 Marc J. Randazza, Esq.
9 Alex J. Shepard, Esq.
10 RANDAZZA LEGAL GROUP, PLLC
11 2764 Lake Sahara Dr, Ste 109
12 Las Vegas, Nevada 89117
13 Attorneys for defendant

14 /s/ /Marc Sameroff /
15 An employee of the LAW OFFICES
16 OF MICHAEL F. BOHN, ESQ., LTD.

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8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES "RANDY" LAZER,
11 Plaintiff,

12 vs.

13 DAPHNE WILLIAMS,
14 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**SUPPLEMENTAL DECLARATION OF
CHARLES "RANDY" LAZER IN SUPPORT
OF PLAINTIFF'S OPPOSITION TO
DEFENDANT DAPHNE WILLIAMS'S
ANTI-SLAPP SPECIAL MOTION TO
DISMISS UNDER NRS 41.660**

16
17 STATE OF NEVADA }
18 COUNTY OF CLARK }ss:

19 CHARLES "RANDY" LAZER, being first duly sworn upon oath and says:

20 1. Declarant is the plaintiff in this matter and he makes this declaration in support of his
21 opposition to defendant Daphne Williams's anti-SLAPP special motion to dismiss under NRS 41.660.

22 2. I make this supplemental declaration in order to provide further clarification on certain
23 factual issues in this matter.

24 3. Regarding defendant's claim that I never provided her with a signed copy of the Residential
25 Purchase Agreement, I respond as follows:

26 a. On May 18, 2017, the seller, Rosane Krupp, signed the Residential Purchase
27 Agreement.

28 b. On May 18, 2017, I sent defendant the Residential Purchase Agreement signed

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by Ms. Krupp.

- c. On May 21, 2017, I met with defendant at a Whole Foods market, where she made three very minor changes to the Residential Purchase Agreement and signed it.
- d. I had Ms. Krupp's authority to accept those changes and use her already-existing signature as the binding signature, which I did.
- e. During a phone call on or about May 22, 2017, defendant instructed me to send the fully executed Residential Purchase Agreement to her lender, Alterra, which I did by emailing it to Bryan Jolly on May 23, 2017. See Exhibit XXX, email to Bryan Jolly with the executed Residential Purchase Agreement.
- f. After May 22, 2017, defendant never requested I send her an executed copy of the Residential Purchase Agreement.

4. The sales price of defendant's purchase of the property was \$86,000.00.

5. Originally, defendant was supposed to make a 20% down payment.

6. However, during the course of defendant's purchase, she changed her down payment amount to 5%.

7. Defendant's reduced down payment amount necessitated additional delays in the close of escrow on top of the delays created when defendant failed to timely obtain a condo certification.

8. Lastly, during a June 23, 2017, phone call, I informed defendant that the seller may not go through with the deal because defendant failed to meet her due diligence deadlines, and that the seller may cancel the transaction on July 1, 2017, if defendant breached the Agreement, and thus that defendant would be best served closing the deal by June 30, 2017, per the Agreement.

9. During and after the June 23, 2017, phone call, defendant became defensive and agitated, likely realizing she could lose the ability to purchase the condo and lose her earnest money, while incurring the expenses of moving out, which I believe led her to make her false claims regarding facts of the sale and attacks against my character with the Nevada Real Estate Board.

10. Two days before I was going to file suit against defendat in small claims court for

1 defamation, defendant submitted her NRED Statement of Fact, which indicates that she was not filing the
2 Statement of Fact in good faith, but as a form of preemptively retaliating against my ensuing lawsuit.

3 11. If called upon to testify to the above facts, declarant could do so competently.

4 12. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
5 is true and correct.

6 DATED this 14th day of November, 2019.

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8 
9 CHARLES "RANDY" LAZER

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13 Attorney for plaintiff Charles "Randy" Lazer

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES "RANDY" LAZER,
11 Plaintiff,

12 vs.

13 DAPHNE WILLIAMS,
14 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

**DECLARATION OF CHARLES "RANDY"
LAZER IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANT DAPHNE
WILLIAMS'S ANTI-SLAPP SPECIAL
MOTION TO DISMISS UNDER NRS 41.660**

16 STATE OF NEVADA)
17 COUNTY OF CLARK)ss:

18 CHARLES "RANDY" LAZER, being first duly sworn upon oath and says:

19 1. Declarant is the plaintiff in this matter and he makes this declaration in support of his
20 opposition to defendant Daphne Williams's anti-SLAPP special motion to dismiss under NRS 41.660.

21 2. I have been licensed as a real estate agent in Nevada since 1991.

22 3. I have an impeccable record with the Nevada Real Estate Division ("NRED") and have
23 never been sanctioned.

24 4. In the spring of 2017, I was representing the seller of the real property commonly known as
25 1404 Kilimanjaro Ln #202, Las Vegas, Nevada 89128 (hereinafter "**the property**"), which is a
26 condominium unit.

27 5. On May 20, 2017, defendant Daphne Williams, at the time a tenant renting the property,
28 entered into a contract to purchase the property from its then-owner, my client.

1 6. Defendant did not employ a real estate agent to represent her in the purchase.

2 7. The original close of escrow date for the sale of the property to defendant was June 30,
3 2017.

4 8. On June 23, 2017, I learned defendant's lender had, just that day, obtained the
5 condominium certification package, also known as a condominium questionnaire, which is a requirement
6 to obtain financing for a condominium purchase. Defendant's lender informed me that the reason for the
7 delay in obtaining the package was because defendant neglected to pay for the package in a timely
8 manner.

9 9. The condominium certification package is required because this package contains
10 documents disclosing what percentage of the condos in the community are owner-occupied versus renter-
11 occupied, and lenders will not lend money to fund a condo purchase if certain specific requirements are
12 met.
13

14 10. Upon learning of defendant and/or her lender's failure to obtain the condominium
15 certification package until June 23, 2017 - more than a month after entering into the purchase agreement
16 - I realized we would need to extend escrow in order to close the sale of the property.

17 11. If the sale did not close on time due to defendant's default, my client - the seller - could
18 have kept defendant's earnest money deposit and sold the property to another buyer.

19 12. However, because we had already come so far in this deal, I believed it was in the best
20 interest of my client to complete the sale to defendant, and my client simply wanted to complete the sale,
21 so we went forward. I took great time and effort to speak with defendant's lender and the seller in order
22 to secure an extension on the close of escrow.
23

24 13. On June 23, 2017, I spoke with defendant to inform her that we would need to extend
25 escrow due to her and/or her lender's failure to obtain condominium documents until June 23, 2017.

26 14. Following my June 23, 2017, phone call with defendant, defendant became agitated and
27 defensive, culminating in her sending me a text on June 27, 2017, which accused me of racism, sexism,
28 and unprofessionalism, and threatened in which she threatened to file a complaint against me with
NRED.

1 15. That same day, I also attempted to contact Bryan Jolly, defendant's loan officer, but he
2 did not respond to my phone call.

3 16. Thereafter, the morning of June 26, 2017, I emailed Mr. Jolly with my concerns regarding
4 his delay in obtaining the condominium package, and let him know that this delay had put the entire deal
5 in jeopardy.

6 17. Based on the delay itself and other complications caused by the delay, I made certain
7 demands as outlined in my June 26, 2017, email, which is attached to the opposition as an exhibit.

8 18. Although such negotiations and demands as contained in my email are very common in
9 the real estate world when something goes wrong in a sale, I believe my June 23, 2017, phone call with
10 defendant, as well as the June 26 and 27, 2017, emails with Mr. Jolly were the reasons defendant became
11 vindictive and verbally aggressive toward me, ultimately resulting in the chain of events that led to this
12 lawsuit.

13 19. Defendant's text message left me extremely upset and disturbed, as throughout my life I
14 have dedicated many hours to the causes of equality for all races, sexes, and religions, a passion created
15 by my family history which includes family members who were killed in the Holocaust due to their
16 religion.

17 20. After speaking at length with defendant's lender and the seller, I draft an addendum to
18 extend escrow for 17 days to July 17, 2019.

19 21. Defendant was still unable to close by July 17, 2019, so escrow was extended a second
20 time to July 20, 2017, and then a third time to July 24, 2017, when the sale was finally completed.

21 22. I filed suit for defamation because defendant made several false statements in her
22 Statement of Facts she provided to NRED. I will take the next several paragraphs to explain the
23 falsehoods in defendant's NRED Statement which form the basis of my complaint.

24 23. First, defendant stated on multiple occasions in her Statement of Facts that I engaged in
25 unethical, unprofessional, sexist, and racist behavior, largely based on the fact that I complimented her on
26 her purchase of the condo and that as she progressed with her career and became more successful, I
27 would be happy to represent her in future real estate purchases should her brother retire from real estate.
28

1 24. Although I do not think defendant quoted me word for word, I do believe I said something
2 similar to the quote contained in defendant's Statement of Facts.

3 25. The reason I mentioned defendant's brother is because defendant's brother is a real estate
4 agent, so I was informing defendant that if her brother retired or was no longer working as an agent, I
5 could represent her.

6 26. Defendant, like any reasonable person, knew that my statement, which is about as benign
7 as can be, was not in any way based on racism or sexism and was in no way unprofessional or unethical,
8 yet she characterized me as such to NRED.

9 27. Second, defendant stated in her Statement of Facts that I shared "confidential information"
10 with [defendant] regarding the seller, which [defendant] understood realtors aren't supposed to do."

11 28. In reality, I did not share any "confidential information" with defendant that in any way
12 would have violated my ethical duties.

13 29. Defendant's first claim of "confidential information" is apparently that I had met the seller
14 on an online dating website and had helped her move some personal property. I never informed
15 defendant that I had met the seller on a dating website, so this is a knowingly false statement. It was the
16 seller who informed defendant that the seller and I had met on a dating website. I also never had a
17 romantic relationship with the seller. Regardless, defendant does not explain in what way this is
18 confidential information that would in any way subject me to discipline by NRED.

19 30. Defendant further states that I told her: "To help Rosana out because she has been through
20 so much this year, I talked my broker into only charging her 1000.00 in commission to do this deal."

21 31. I did not say these exact words to defendant. However, while I did mention the amount of
22 the commission to defendant, the seller had authorized me to disclose this information in order to
23 complete the sale and ensure to defendant that she was getting the property at the lowest possible price.
24 Defendant was offering a lower price than the minimal required net proceeds of the seller. The seller
25 authorized me to disclose all costs involved so defendant would have knowledge of the minimal price that
26 would be acceptable to the seller.

27 32. Accordingly, this information was not "confidential," and if defendant had simply spoken
28

1 to me or the seller about it, she would have understood I was authorized to disclose the amount of the
2 commission.

3 33. Third, defendant questions my ethics because I attempted to communicate with the
4 appraiser.

5 34. However, there is nothing unethical about a real estate agent communicating with the
6 appraiser's office when the agent is representing a seller. To the contrary, ethics require that when
7 representing a seller, the agent should communicate with the appraiser and provide information regarding
8 comparable sales and upgrades to the appraiser.

9 35. Fourth, defendant states that I "lied on several occasions," which is untrue and
10 defamatory.

11 36. Contrary to defendant's assertion in her Statement of Facts, she did not allow the seller to
12 remove all of her personal property, and to this day, some of the seller's personal property still remains at
13 the property. Defendant also refused to sign an addendum providing the seller access to remove her
14 personal property from the condo.

15 37. Further, and more simply, I never made any statement regarding defendant's refusal to
16 provide access to the unit to the seller.

17 38. Accordingly, I did not lie about defendant's refusal to allow the seller to remove all of her
18 personal property, and this is another false statement by defendant.

19 39. Fifth, defendant states I never provided her "a signed copy of the contract," which is
20 another false statement.

21 40. My May 18, 2017, email to defendant attaching the Residential Purchase Agreement
22 signed by the seller is attached as an exhibit to the opposition, proving that this is yet another false
23 statement by defendant.

24 41. Sixth, defendant states that I "falsely" accused her of failing to meet the due diligence
25 timeframes in the contract. She blames my alleged failure to provide her with the signed contract for her
26 inability to meet her obligations, but as noted above, I had provided the signed contract to defendant
27 more than a month prior to the close of escrow.
28

1 42. Accordingly, defendant's statement that I "falsely" accused her of failing to meet all
2 requirements to close escrow is another false, defamatory statement.

3 43. Defendant also mentions that I never provided her with "a receipt for defendant's earnest
4 money," but a real estate agent does not provide receipts for earnest money unless the earnest money is
5 deposited into a broker's trust account.

6 44. When earnest money is deposited with the title and/or escrow company, a was the case
7 here, title and/or escrow be the entity to provide such a receipt.

8 45. I did provide escrow company contact information to Bryan Jolly, defendant's lender, so
9 defendant's lender did have notice of who the escrow company was and could have obtained an earnest
10 money receipt from escrow.

11 46. Thus, while defendant's statement that I did not provide an earnest money receipt is
12 technically true, it is also very misleading.

13 47. Seventh, defendant makes false allegations that the seller told her I was "trying to
14 sabotage this deal" and that I had "an ulterior motive."

15 48. As proven by the declaration of the seller also attached to the opposition, the seller never
16 told defendant that I was trying to sabotage the deal or that I had an ulterior motive, so this is another
17 false, defamatory statement.

18 49. I expended tremendous time and effort to keep this deal alive, including speaking with
19 defendant's lender after each of the three escrow extensions necessitated by defendant's negligence, so I
20 clearly had no intention of sabotaging this deal.

21 50. The fact that defendant made these numerous false, defamatory, and malicious statements
22 is bad enough by itself.

23 51. However, when defendant published these statements to NRED, the entity responsible for
24 governing the ethics of real estate agents and punishing those who violate the code of ethics, the damage
25 to my professional reputation and the stress I experienced was tremendously magnified.

26 52. Based on defendant's false Statement of Facts, the NRED regulators and investigators
27 were questioning my ethics and I was forced to defend myself and my good name.
28

1 **DECL**
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12 (702) 642-3113/ (702) 642-9766 FAX
13 Attorney for plaintiff Charles “Randy” Lazer

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CHARLES “RANDY” LAZER,
11 Plaintiff,
12 vs.
13 DAPHNE WILLIAMS,
14 Defendant.

CASE NO.: A-19-797156-C
DEPT NO.: XV

DECLARATION OF ROSANE CARDOSO FERREIRA IN SUPPORT OF PLAINTIFF’S OPPOSITION TO DEFENDANT DAPHNE WILLIAMS’S ANTI-SLAPP SPECIAL MOTION TO DISMISS UNDER NRS 41.660

16 STATE OF MARYLAND)
17 COUNTY OF PRINCE GEORGE)ss:

18 ROSANE CARDOSO FERREIRA, being first duly sworn upon oath and says:

- 19 1. Declarant is makes this declaration in support of Charles “Randy” Lazer’s opposition to
20 defendant Daphne Williams’s anti-SLAPP special motion to dismiss under NRS 41.660.
21
22 2. I was the seller of the real property commonly known as 1404 Kilimanjaro Ln #202, Las
23 Vegas, Nevada 89128 (hereinafter “**the property**”) in the transaction which forms the background of
24 this case.
25
26 3. I knew defendant Daphne Williams for approximately eight months prior to the sale of the
27 property, which she was renting from me beginning in January 2017.
28
29 4. Mr. Lazer represented me during the sale of the property.
30
31 5. Mr. Lazer was very professional throughout the transaction.
32
33 6. I am making this declaration to correct some false statements defendant made in her

1 Statement of Facts, which she lodged with the Nevada Real Estate Division (“NRED”).

2 7. During the course of the transaction, I authorized Mr. Lazer to disclose his commission and
3 all closing costs to the defendant because defendant wanted to pay only \$85,000.00 for the property,
4 which I would not accept.

5 8. Apparently, defendant wrongly assumed that I had not authorized Mr. Lazer to disclose this
6 information, and she never asked me if I had made such an authorization.

7 9. Disclosing the commission and the closing costs allowed Mr. Lazer to go over those
8 amounts with defendant and explain to her why I was insistent on an \$86,000.00 price.

9 10. I informed defendant that Mr. Lazer and I had met on a dating website. To my
10 knowledge, Mr. Lazer did not inform defendant of how Mr. Lazer and I first met.

11 11. Defendant refused to allow me to remove certain items of personal property from the unit,
12 all of which, to my knowledge, remain in the unit to this day.


13 12. To the contrary of what defendant stated in her Statement of Facts lodged with NRED, I
14 did not make any statement to defendant to the effect of me moving in with Mr. Lazer, and I also did not
15 make any statement to defendant that Mr. Lazer “likes me like that, but I don’t like him like that.”

16 13. I also never stated to defendant that Mr. Lazer had an ulterior motive or acted to sabotage
17 the transaction.

18 14. If called upon to testify to the above facts, declarant could do so competently.

19 15. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
20 is true and correct.

21 DATED this 19th day of August, 2019.

22
23
24 
25 ROSANE CARDOSO FERREIRA
26
27
28

1 Statement of Facts, which she lodged with the Nevada Real Estate Division (“**NRED**”).

2 7. During the course of the transaction, I authorized Mr. Lazer to disclose his commission and
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17 the transaction.

18 14. If called upon to testify to the above facts, declarant could do so competently.

19 15. I declare under penalties of perjury under the law of the state of Nevada that the foregoing
20 is true and correct.

21 DATED this 19th day of August, 2019.

22
23
24
25 ROSANE CARDOSO FERREIRA

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EXHIBIT 1

EXHIBIT 1



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 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 \$350	Other:	

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

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

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

Buyer's Name: Daphne Williams
 Property Address: 1404 Kilarney Dr #202 WNV

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

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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 extend 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 BUYER(S) INITIALS: DW
 Property Address: 1404 Kilamary #202 LV, NV SELLER(S) INITIALS: KK

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 - as below. 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 currently 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 WLV 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

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

Rev. 03/16

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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

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

44
45 _____ AM PM
46 Buyer's Signature Buyer's Printed Name Date Time

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

49 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 Kullman jct #202 LV, NV SELLER(S) INITIALS: VKH

Rev. 05/16

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InstaneFORMS



ADDENDUM NO. 1
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Bosana 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

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ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams as Buyer(s) and Bobbie Krupp as Seller(s) dated 5/16/17 covering the real property at 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 Bobbie Krupp Date _____

Buyer Seller _____ Time _____

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

ADDENDUM NO. 3
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Daphne Williams
as Buyer(s) and Rosanne Krupp
as Seller(s), dated 5/14/17
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

EXHIBIT 2

EXHIBIT 2

Adam Trippiedi

Subject: FW: email chain of immediately after the text message on 6/27 from the Defendant, and of the email earlier that day prior to the text message.

Attachments: image001.jpg

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

From: ran314 <ran314@aol.com>

To: bjolly <bjolly@goalterra.com>

Sent: Tue, Jun 27, 2017 3:11 pm

Subject: Re: Daphne Williams, 1404 Kilimanjaro..I am having to notify the real estate division regarding Ms. Williams

Bryan...I called, but wanted to let you know that I received some wrongful and upsetting texts from Ms. Williams. I had sent her the addendum that I sent you, that was authorized by my client.

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

Bryan...although you don't know me, I gave two years of my life heading a community service project to deliver food and clothing to low income black families outside of Detroit, along with speaking to raise funds so black kids could have educational opportunities. I also play and write jazz, which is truly at the very heart of black/African culture, and I have an incredible love and respect for that. Never in 26 years and over 1000 contracts have I ever been accused of being racist or sexist, and, I noted in my response to Ms. Williams that I despise prejudice as I had experienced that.

I notified Ms. Williams that she is free to file any complaints under penalty of perjury, and that for a wrongful complaint I would seek damages for liable and defamation, and advised her to seek legal counsel. I asked her specifically what I had written or said that was racist or sexist, and thus far have not heard from her of one specific text or email that would be racist or prejudiced.

So, I have contacted the Real Estate Division, and advised Ms. Williams that should I receive any other hateful messages I will file a complaint with the police, division, or other agencies for harassment. I also advised Ms. Williams to seek legal counsel.

In short, this is ridiculous and terrible to make a false accusation, particularly as I have a history of texts and emails, in which Ms. Williams has given a polite response, and in which I have been 100% professional.

Ms. Williams apparently is raising questions about reasonable access regarding the addendum. Well that is pretty commonly understood that Rosane can have somebody contact her to remove her possessions, and that Ms. Williams should allow for access in a reasonable time frame...which often is interpreted as 48 hours or 72 hours. In fact, I would advise Ms. Williams reference her lease regarding the clauses for access. Basically Rosane had an associate call Ms. Williams, who allowed that person entry, so I am not understanding the difficulty. Rosane is just trying to have her possessions removed, in compliance with the contract, and needs assurance of reasonable access, particularly given Ms. Williams behavior, which has included informing me (per my recollection) that nobody could view the property during the week days, thus restricting access for five days out of seven

In short Bryan, Ms. Williams is not able to close escrow on or before June 30, which given you received the contract on May 23, and per your words, this transaction should have been closed in three weeks...as per my opinion a good lender or very good lender would do so. Ms. Williams bears the responsibility for not closing this escrow within the time frame stipulated by the contract.

If Ms. Williams does not sign the addendum, Ms. Krupp has the right per my understanding (and I advise all parties to seek legal counsel) to cancel the transaction on 7/1, and demand the release of the earnest money of Ms. Williams. Ms. Krupp per my last conversation believes it is important to stipulate reasonable access for her to have any party that she designates remove her possessions prior to the close of escrow, without any terrible inconvenience that would prevent a party from entering the property to remove Ms. Krupp's possessions. Nothing unusual there. Nothing racist or sexist there either.

So, this was quite a bit, but I wanted to inform you of what transpired, and advise that if Ms. Williams does not sign the addendum, it will be up to Ms. Krupp if she desires to issue another addendum. If that addendum is not signed by the buyer, Ms. Krupp very well may cancel this escrow on 7/1.

Thank you,

Randy Lazer

I will not tolerate false and wrongful accusations, and will be acting in compliance with the counsel from the Nevada Real Estate Division regarding potential charges or complaints against Ms. Williams, as her words are in writing, and I will provide the Division with all texts and emails. So, unless there is an apology from her for her wrongful and candidly hateful texts, she may be subject to some investigation and potential penalties.

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

From: Bryan A. Jolly <bjolly@goalterra.com>
To: ran314 <ran314@aol.com>
Cc: dlwilliams123 <dlwilliams123@gmail.com>
Sent: Mon, Jun 26, 2017 12:24 pm
Subject: RE: Daphne Williams, 1404 Kilimanjaro

Good Afternoon Randy,

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

- If the buyer agrees, closing shall be on 7/17/17.
- The seller will have all items removed on or before the closing date as stated in the original contract
- Randy will draft the addendum to present to the buyer to extend escrow
- The file is currently in condo review and once we have approval we will move forward to final underwriting

Please advise if there are any items that I missed, or anything that needs to be added. Thank you for your time, have a great day!

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: bjolly@goalterra.com

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



“Building Wealth Through Homeownership”

From: ran314@aol.com [<mailto:ran314@aol.com>]
Sent: Monday, June 26, 2017 7:54 AM
To: Bryan A. Jolly <bjolly@goalterra.com>
Subject: Re: Daphne Williams, 1404 Kilamanjaro

Bryan....I called you and emailed you on Friday, but you have not communicated with me since, which given the information that I shared was truly not the best.

Bryan...here is the reality. You received a contract on May 23, and immediately should have requested the condo questionnaire, which per First Residential would be delivered within 10 business days. Without your company's review of that document, you don't know if you can loan funds or not. You sent me an email on May 30, indicating that you were working with obtaining the questionnaire, which in my estimation should have been arriving within a few days. The close of escrow noted on the contract is June 30. You informed me on June 24, that you finally received the questionnaire? If you had difficulties in obtaining it, you could have asked me, as it is pretty easy to set up a third party pay for the questionnaire. But, in 25 days, you didn't inform me that you had not obtained it or had difficulties. Not acceptable.

Then, I shared these facts with you on Friday, and its been three days without communication? Again, not acceptable. I want to know why you received that questionnaire about three weeks later than you should, which places this closing in significant jeopardy

I represent the seller and convey her best interests. Per my conversation and communications with her this weekend, I share what is likely to occur. First, if you don't communicate with me prior to mid afternoon, I will be speaking with your manager. I will be in a meeting from about 9:00 to 10:30, and won't be answering the phone.

Next, if there isn't effective communication, presuming that this transaction is not closing this week, on July 1, the seller will issue a cancellation instruction calling for the release of the buyer's earnest money to her. Keep in mind the buyer, by submitting the home inspection beyond the due diligence period per the contract waives the condition of the property as a right of not proceeding to close. Also keep in mind, the buyer never notified me in writing per the contract within a 30 day time frame that she did not desire to proceed, therefore she waives the loan contingency as a condition for not proceeding. I am not an attorney, advise all parties to seek legal counsel, and am sharing the clauses I cited in the previous email to you and Daphne on June, 23.

So....

- 1) If this escrow closes per the contract time frame, on or before June 30, the buyer will be credited for \$500 worth of repairs, or receive a credit of \$500 in compliance with your criteria. Whether it would be for loan costs or a reduction of sales price or whatever is appropriate for your company.
- 2) If the buyer desires an extension, I better know about it, as I have to draw up the addendum, and she will need to close on or before July 15, and there will be no credit of \$500.
- 3) If it does not appear that Ms. Williams can obtain funding on or before July 15, then the escrow will be cancelled on July 1, and per the terms of the contract the seller will call for the release of \$1000 of earnest money to her.

Bryan...I need to know where things are. I need to know an estimated time frame for the close of escrow presuming the association docs are acceptable for your company, or if there are issues with those documents.

Sincerely,

Randy Lazer

702-271-1295

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

From: Bryan A. Jolly <bjolly@goalterra.com>
To: ran314 <ran314@aol.com>

Cc: Daphne Williams <dlwilliams123@gmail.com>

Sent: Fri, Jun 23, 2017 10:48 am

Subject: Update

Good Morning Randy,

I hope this email finds you well! The condo questionnaire was just received from the HOA management company and I am forwarding it to our condo review department now. I will hopefully have an "ETA" from them today on when the review will be completed and approved. Once the review is approved we will be ready to move to final underwriting and close on the file. I will update you as soon as I have new information and keep you informed from now until closing. Please let me know if you have any questions. Have a great day!

Thanks,

Bryan Jolly
Loan Officer
NMLS #273205

Alterra Home Loans

3245 S. Rainbow Blvd., Suite 102

Las Vegas, NV 89146

Office: 702-405-7021

Fax: 702-968-8666

Cell: 702-462-4513

Email: bjolly@goalterra.com

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












"Building Wealth Through Homeownership"

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EXHIBIT 3

EXHIBIT 3

11:50    m     5G E  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

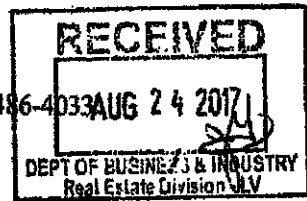


EXHIBIT 4

EXHIBIT 4

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

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



STATEMENT OF FACT

(Please Print or Type)

Your Name Daphne L. Williams 909-714-6155
(Home Phone) (Business Phone)
Address 1404 Kilimanyoro 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 Kilimanyoro 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.

EXHIBIT 5

EXHIBIT 5

Adam Trippiedi

Subject: FW: The contract with the seller's signature sent to the Defendant on May 18, 2017, with information of the contract, and instructions of where to initial, and an explanation of fees

Attachments: Scan.jpeg 10.jpeg; Scan.jpeg 9.jpeg; Scan.jpeg 8.jpeg; Scan.jpeg 7.jpeg; Scan.jpeg 6.jpeg; Scan.jpeg 5.jpeg; Scan.jpeg 4.jpeg; Scan copy 2.jpeg 3.jpeg; Scan copy.jpeg 2.jpeg; Scan.jpeg 1.jpeg

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

From: ran314 <ran314@aol.com>

To: dlwilliams123 <dlwilliams123@gmail.com>

Sent: Thu, May 18, 2017 5:45 pm

Subject: Fwd: Contract for purchase 1404 Kilimanjaro unit 202

Hi Daphne....Rosane this in 10 different scans, 1 per page, so the first step is printing everything out.

The contract is as we discussed. The price is \$86,000, with 20% downpayment, and you are borrowing 80%. The first thing you will notice that wasn't discussed is earnest money, which is given to open escrow. This money is credited towards your downpayment (so you would bring in \$1000 less to close), and refundable if you do not qualify for financing, or provide notice within 25 days of acceptance, or if you do not approve of the association documents within 5 days of receipt, or if you do not approve of the home inspection (typically disapproval has to be of a reasonable basis). So, if the contract is acceptable, you can make a check out to Ticor Title for \$1000, and note the address of the property and that this is earnest money on your check.

Next....on page 2 is the appraisal contingency. If the house appraises at or above the contract price, then everything should be good. If it appraises less, you are under no obligation to proceed. Rosane of course can lower the price to the appraised value, and if you desire, you can proceed.

Rosane will pay for the appraisal which likely will be \$400 or \$450, and per this contract as your lender requires a review, the \$350 would be paid by you, as noted on page 4 of the contract, which I will discuss a couple of paragraphs down.

Also, if you could do me a favor. On page 2, line 47, in the blank, write in refrigerator, washer, dryer, and initial. Obviously all appliances remain with the property.

On page 3, clause 7 provides you with 10 days of a due diligence period for home inspections or any inspections that you would desire. You can bring anybody by to take a look at things. Rosane will extend the home warranty to be for 1 year from the close of escrow, as noted in 8e on page 5, and you will pay for the home inspection. If the seller were to pay, that could be a potential conflict of interest. Mike Zachman at Zachman Quality Home Inspections is whom I have worked with for many, many years, but you can check with your brother or check online, and feel free to use whomever you would desire. Zachman found mold in one house under the kitchen sink that I never would have seen, as he actually pulled up the vinyl that had been placed on top of the wood at the bottom. Recently he found mold coming from an air conditioning unit in a condo, so he has a great recommendation from me. Again, feel free to check things out with other companies, and if you would like, Mike's number is 702-914-5812, and just mention that I referred you, as he tends to have the lowest rates from what I have experienced.

Page 4 has some closing costs broken down. for which escrow fees are split 50-50, Rosane pays the State of Nevada Transfer tax....around \$440, and Rosane pays for the more expensive policy of title insurance, while you pay for the buyer's title insurance. Rosane pays for the appraisal, and you pay for the appraisal review, as previously noted.

Page 5 has Rosane paying to extend the home warranty such that it is in place for 1 year from the close of escrow. I think she already paid \$425, so likely she will pay a bit more than half of that amount so you can have a 1 year warranty. I spoke with her on that yesterday.

Also on page 5, Rosane will pay for the HOA Demand which goes to escrow (that likely is somewhere between \$80 and \$150), and she will also pay for the Buyer's package, which might be around \$200. You will have five days to approve

from the receipt of that package as noted in clause 10. So if anything isn't right, just let me know via text or email prior to five days expiring from the delivery of the buyer's package to you (which typically is by email).

The rest is boiler plate with Nevada and Federal Law, Escrow procedures and definitions. You will note that on page 9, line 28, I gave a disclosure that I only represent Rosane, and that you do not have to pay any fees for broker commission or documentation.

So, if you have any questions, always feel free to call or text. Of course, you can have your brother and whomever else that you would desire to review the contract. If everything is good....then...

FOR SIGNING AND INITIALING THE CONTRACT:

For page 1, initial at the bottom by buyer. page 2, initial at bottom by buyer. Page 3...initial on line 57, which is near the bottom, and at bottom by buyer. Pages 4,5, initial at bottom by buyer. Page 6, Initial on line 45 by buyer, and initial at bottom. Pages 7 and 8, initial at the bottom. Page 9 sign on line 42, date and time, and..initial at bottom. page 10, initial at bottom.

Then just scan it and send it back to me. If you can't scan it, my fax is 702-966-3762. If everything is good, when I receive it back from you, I will give you a call and have escrow opened.

Thanks so much.

Randy

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

From: Rosane Krupp <rosanekrupp@yahoo.com>

To: ran314 <ran314@aol.com>

Sent: Thu, May 18, 2017 6:45 am

Subject: Daphne contract

EXHIBIT 6

EXHIBIT 6



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 5/16/17

X④

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

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

Buyer's Name: Daphne Williams
Property Address: 1404 Kalamazoo #202 LV NV

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

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: _____
48

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 Tilco or other title or escrow company ("Escrow Company" or
53 "ESCROW HOLDER") with Judie Harvey ("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

Property Address: 1404 Kalamangaro #202 LV, NV

Rev. 05/16

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BUYER(S) INITIALS: _____

SELLER(S) INITIALS: PK

Page 2 of 10

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.

26
27 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
28 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
29 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
30 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
31 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
32 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
33 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
34 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
35 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
36 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
37 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not
38 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
39 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
40 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
41 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
42 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
43 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
44 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
45 telephone number of the inspector.

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

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

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

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

Buyer's Name: Daphne Williams

X BUYER(S) INITIALS: _____

Property Address: 1404 Kalamazoo

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 review approx \$350	Other:	

Seller Pays for Appraisal

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after 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 Dulanany #202 W, NE

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

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 Republic or other. 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. Document Home Protection Plan
 15 to be extended to 1 year from the close of escrow.

16 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
 17 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
 18 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
 19 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
 20 Property may be reassessed after COE which may result in a real property tax increase or decrease.
 21

22 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
 23 Seller shall provide **AT SELLER'S EXPENSE** the CIC documents as required by NRS 116.4109 (collectively, the "resale
 24 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
 25 within one (1) business day of Seller's receipt thereof.
 26

- 27 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
 28 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
 29 to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or
 30 his authorized agent.
- 31 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
 32 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
 33 of the RPA.
- 34 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
 35 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
 36 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
 37 penalties at COE.
 38

39 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
 40 BUYER, 50/50, WAIVED or N/A.)
 41

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

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

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

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

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

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

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

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

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

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

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

18. **DEFAULT:**

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

BUYER(S) INITIALS: _____ / _____ SELLER(S) INITIALS: RW

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

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

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

Buyer's Name: Daphne Williams
Property Address: 1724 Kilamaryn #202 W, NV

BUYER(S) INITIALS: _____ / _____
 SELLER(S) INITIALS: RW

Instructions to Escrow

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

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

Brokers

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

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

Other Matters

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

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

Buyer's Name: Daphne Williams
Property Address: 1404 Palamanjua #202 W, W

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

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

25
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

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

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

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

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

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

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

Buyer's Name: Daphne Williams

Property Address: 1404 Kilanang #202, NV

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

Rev. 05/16

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

21 **Buyer's Acknowledgement of Offer**

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 **Seller must respond by:** 6:00 AM PM on (month) May, (day) 19 (year) 2017. Unless
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
42 Buyer's Signature _____ Daphne Williams _____ AM PM
43 Buyer's Printed Name Date Time
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 BUYER(S) INITIALS: _____
Property Address: 1404 Kulanajaro SELLER(S) INITIALS: RK

Seller's Response

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

Seller's Broker: <u>Vilton Hecker</u>	Agent's Name: <u>Danby Lazer</u>
Company Name: <u>Hecker Real Estate & Development</u>	Agent's License Number: <u>27722</u>
Broker's License Number: _____	Office Address: <u>4555 S. Durango #155</u>
Phone: <u>702 271 1295</u>	City, State, Zip: <u>Las Vegas, NV 89113</u>
Fax: <u>702 966-3762</u>	Email: <u>ran314@aol.com</u>

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

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

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

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

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

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

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

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

<input checked="" type="checkbox"/> _____ Seller's Signature	<u>Rosane Krupp</u> Seller's Printed Name	<u>05/18</u> Date	<u>9:00</u> Time	<input checked="" type="checkbox"/> AM / <input type="checkbox"/> PM
_____	_____	_____	_____	<input type="checkbox"/> AM / <input type="checkbox"/> 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: <u>Daphne Williams</u>	<input checked="" type="checkbox"/>	BUYER(S) INITIALS: _____
Property Address: <u>1404 Kellerman jct #202 W, NV</u>		SELLER(S) INITIALS: <u>PK</u>

EXHIBIT 7

EXHIBIT 7

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

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

Date: July 25, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) Reliance of Representations damages the plaintiff.

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

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

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

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

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

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

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

Speaking with the seller and real estate division 29 minutes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Charles "Randy" Lazer

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

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

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

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

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

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

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

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

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

EXHIBIT 8

EXHIBIT 8

GAMAGE & GAMAGE

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

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

August 1, 2017

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

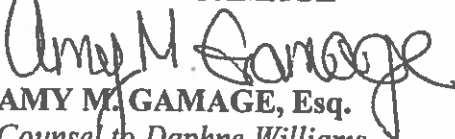
Hecker Real Estate & Development
Attn: Mr. Charles Randy Lazer
4955 S. Durango Drive, #155
Las Vegas, NV 89113

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

Dear Mr. Lazer:

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

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

Sincerely,
GAMAGE & GAMAGE

AMY M. GAMAGE, Esq.
Counsel to Daphne Williams

AMG/pl

CC: Client

agamage@gamagelaw.com

EXHIBIT 9

EXHIBIT 9



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 Kilamangiro #202 Las Vegas, NV
, the Buyer Seller hereby proposes that the Purchas

Agreement be amended as follows:

- ① Close of escrow to be on or before 7/17/17
- ② Seller not to contribute any money for repairs.
- ③ Buyer/Tenant will provide reasonable access to all parties designated by the seller for removal of furniture, decor, or any other items ~~owned~~ owned by the seller
- ④ Should escrow not close on or before 7/17/17 these will likely issue cancellation instructions calling for the return of the buyer's earnest money to the seller

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

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

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

X Rosane Krupp 06/27/17
 Buyer Seller Date

Buyer Seller Time

Acceptance:

Buyer Seller Date

EXHIBIT 10

EXHIBIT 10

Adam Trippiedi

From: ran314@aol.com
Sent: Wednesday, November 13, 2019 1:38 PM
To: Adam Trippiedi
Subject: Fwd: The email of the contract to the Defendant's lender on May 23, 2017
Attachments: 20170522133812217.pdf

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

From: ran314 <ran314@aol.com>
To: bjolly <bjolly@goalterra.com>
Sent: Tue, May 23, 2017 8:47 am
Subject: Fwd: Contract for 1404 Kilimanjaro #202, Daphne Williams

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

Thanks so much,

Randy Lazer

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

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

Here is the contract, thank you!

Stacey Griffith
Escrow Assistant to Jodie Harvey
Ticor Title of Nevada, Inc
8290 W. Sahara Avenue Suite 275
Las Vegas, NV 89117
702-932-0231
702-952-0456 (fax)
Stacey.Griffith@TicorTitle.com

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

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

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

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

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