

April 14, 2019

Real Estate Division
State of Nevada
3300 W. Sahara Avenue, Suite 350
Las Vegas m Nevada 89102
Attn: Legal Administrative Officer

Sent via USPS

FILED

APR 16 2019

REAL ESTATE COMMISSION
BY *Emily Patten*

Michelle D. Briggs
Senior Deputy Attorney General
555 W. Washington, Suite 3900
Las Vegas, Nevada 89101

Sent via email

RE: Case No. 2017-64

In an attempt to add additional clarity to this situation, I offer the following to the charges that have been levied against me.

I have been a member of the Nevada Real Estate Association for nearly 25 years. In the span of nearly a quarter of a century serving the public as an educated and skillful Realtor, I have never had one complaint against me as a practicing Realtor – not one.

With that said, let me attempt to answer this complaint, again, in the following manor.

The factual allegations in this complaint are inaccurate.

Let me start with the first, NRS 645.232(3); second, NRS 645.252(1)(d) or NRS 645.633(1)(h); and third, NRS 645.252(2) "violations of the law."

First - ALL parties involved in this transactions, Mark Katz, Lisa Katz, Kenneth Witty and myself ALL held a real estate license. Everyone knew the documents required by law to complete this attempted transaction. This was not an attempt to trick unknowing buyers and absolutely no one was being taking advantage of here.

Lisa Katz contacted me directly by phone about the possible sale of our home – as she had heard, through a neighbor and Realtor, Ron Rassusman, that we were considering moving to a single story because of our age as well as our medical conditions.

The Katz's wanted to work with us directly in order to cut the commission out of the deal, which was acceptable to us.

With that said, we did decide to build a new construction home and welcomed the Katz's offer to purchase our home. After several weeks, we were able to secure a face-to-face meeting with the Katz's. We invited them into our home to discuss the terms and conditions of the transaction. During our meeting, Mrs. Katz's went out to her car several times to check on her kids Mrs. Katz visibly had lost her patience, appeared tired and refused to complete the required transaction documents, including signing the duties owed and the consent for dual representation – she simply walked out of our home. It is because of that, that the Acceptance Box on the last page of the Residential Purchase Agreement wasn't checked. This attempted transaction, in my opinion, was never fully agreed to.

Prior to Mrs. Katz's leaving, we all agreed to completing the required paperwork within the 45 day contingency period, **45 days prior to closing**. This was additionally accepted due to the fact our home was being built as new construction and the exact closing date was an unknown at that time and this was verbally agreed to.

The buyer verbally and openly agreed to be flexible with both the closing and possession dates. Their intention was to do some remodeling to the home after closing and while still living in their current home, and there was no immediate need to occupy our home. But that changed the closer we got to our new home being completed. I informed Mr. Katz that we would require a short rent back period as we needed to complete some things in our new home prior to moving in. Then, the cooperative tone suddenly turned ugly. Mrs. Katz refused to provide us with a rent back and threatened to have our belongings tossed out of the house by the sheriff. Many calls between Mr. Katz and my husband were made to try to smooth the position date out, but that went unresolved. Mr. Katz even admitted to my husband that his wife was threatening him with divorce and that they do not even share a bedroom together.

With regards to the Certificate of Resale, Mr. Katz told me he that the receipt of the resale package would be acceptable to fall within that 45 days contingency period. After all, be mindful of the fact that the Katz's were, at that time, property owners on the same exact street, Jupiter Hills Lane, within the same subdivision, Fountain Hills. The Katz's were well aware of the dealings of the HOA. If they were not in approval of the HOA package, why would they want to purchase another home in the community? But foremost, consider the length of the process of this attempted transaction. I did indeed order the HOA packages on December 19, 2016, well with-in the due diligence period. AS you know, the Disclosure Certificate has an expiration date. Had the Certificate been ordered in September, this would have technically expired and the package would have had to be ordered again. Mr. and Mrs. Katz were well aware of that and in agreement to wait. Knowing full well the HOA Package was ordered, I find it truly ironic that he used this as this excuse to cancel.

Needless to say, the countless calls, texts and emails from Mr. Katz had taken a toll on me. The stress of all of this had risen my blood pressure to 174/98 and I was suffering with systems of a heart attack. I was rushed to the hospital and admitted. An emergency coronary angiogram was performed. While the test revealed no damaged to my heart, I was diagnosed with suffering from a severe anxiety and panic attack directly attributed to this situation.

To explain my actions on the violation of NRS 645.252(2), I must first convey my state of mind that day.

I received and responded to the cancellation by Mr. Katz improperly, and for that, I am truly remorseful. This is not the type of person that I am. I am NOT anti-Semitic. I stand with the people of Israel and applaud our President's continued support and recognition of the birth place of my Savior, Jesus Christ. I have attached a letter from Susan Banks, a client and friend. It will reveal that I am in no way an anti-Semitic. If I was really an anti-Semitic, would we have ever even invited the Katz's into our home in the first place? This accusation is beyond nonsense! Please consider the letter from Susan Banks as a testament of the true type of person that I am.

Additionally, let me introduce the rental situation by the Katz's tenants of the property they owned on 2059 Jupiter Hills Lane. I was told by the tenant that the Katz's were constantly harassing them to vacate the property, even though they had a lease in force. I was told that the Katz's were under pressure to send their children to the corrected zoned school for their current residence – outside of the desired Bob Miller Middle School district. Under pressure, the tenants did eventually vacate the property due to the duress they received from the Katz's. Mr. Katz had confirmed this to me as well as to his intention to sue the property management company. See a pattern of harassment here?

The NRS 645.633(1)(h), NRS 645.630, NRS 645.6331(1)(h) thought 645.605(7) violations do not apply either as the attempted agreement was NEVER fully executed. Please look at the last page of the contract again. It is clearly self-explanatory.

In summary, let me be clear, I felt Mr. Katz weaponized his law license against us throughout this process with the constant harassment in the countless emails, threatening phone calls and text messages as well as the lis pendens on our home. The harassing behavior pattern is evident with this dealing of the tenant of the home they owned on Jupiter Hills Lane. After he cancelled this attempted transaction, we were forced to take a hard money loan that cost us well over \$50,000 to originate in order to keep the nearly \$80,000 protected that we had already paid towards our new home purchase. I had to borrow over \$200,000 to pay to Toll Brothers as an additional earnest deposit to keep our new home and I was unable to repay all but \$54,000 as a result. That balance remains unpaid as of today and I have been sued for that balance – one that I am still unable to repay.

I was fired by Realty One Group, because I did NOT, after nearly ten years, receive proper assistance from my broker during this attempted transaction. I was even scolded by my broker, Jim Cerrone, for causing this situation as Mark Katz had then begun to direct his harassment towards him, and he reminded me of his heart condition and how this was affecting his health. And who is this Jim Cerrone? My husband called him only to be told that he is not respected and subsequently hung up on him. NOT RESPECTED? My husband is an outstanding educator and respected with a stellar reputation, with a Master's Degree in Education and has served over 22 years with the Clark County School District. Cerrone would not even have the courtesy of having a civil conversation with him. After I was fired from Realty One, I on-boarded with Berkshire Hathaway, to which I spent over \$1,000 for that. Before even hearing my side of the story, Forrest Barbee terminated my association with their company – again – without even hearing the circumstances. I tried to find another company that would allow me to associate with – however, in the

short term I was unsuccessful because I did feel it was my responsibility to disclose this situation. During that time, I had lost several of opportunities for listings and sales, adding up to approximately \$30,000.00 of lost commissions. I was fortunate enough to be accepted by Keller Williams, however, and let me be clear, because of the split and franchise fees that my commissions are subjected to, I am paying for this situation with EVERY SINGLE transaction as I have lost my 100% commission agreement with Realty One Group. Additionally, I spent over \$5,000 on attorney fees to answer the initial complaint from the Real Estate Division. We did eventually sell our home to another Realtor, and at less than what our net would have been from the Katz's.

With that said, and based on my spotless record with the Division, I am throwing myself on the mercy of this institution and its committee members to see through all of this insanity and relieve me of any further disciplinary actions.

My only sin was trusting the Katz's!

Thank you for your consideration.

Sincerely,

Patty Witty

See attachment

February 27, 2019

Real Estate Commission of Nevada
3300 W. Sahara Ave. Ste. 350
Las Vegas, NV 89102

To Whom It May Concern,

I have known Patty Witty for a little over 20 years. My husband and I met her at an open house when we were first shopping for a home and we decided to utilize her for our own Realtor. Patty assisted us with purchasing our home and all during the time we were looking, she was nothing but professional and seemed to truly care about making sure we got what we wanted. Even during mortgage closing, Patty advocated for us and found some errors that would not have favored us and got them corrected. I trusted her implicitly and have told many other people that if they need a Realtor, I had someone I would highly recommend. In the ensuing years, we have wanted to house shop a number of times and Patty was always willing to accommodate us, even though we ultimately did not purchase another personal dwelling.

Since buying our home, we have recommended Patty to numerous friends of ours and all but one of them (due to their own finance troubles) ended up purchasing a home from Patty. I would like to point out that I am Jewish and we referred her to quite a mixture of individuals – Caucasian, Japanese and Hispanic friends of all religions – and all were very satisfied with Patty's services and her professionalism. At no time did I ever feel that Patty had any bias towards anyone and she gladly worked with all the friends we referred. I would also like to add that I am a State of Nevada employee and all but one set of friends we referred also worked for the State.

At one point in time, a number of years ago, my husband decided to flip a few houses and he ended up signing a contract with a different Realtor from one of the homes he purchased. That Realtor stood in my home one day, discussing pricing, and actually stated that he could "Jew" someone down. I immediately requested that this Realtor be fired and then called Patty who ultimately sold the homes for us. As always, she was very professional and worked very hard to make sure these homes were sold quickly. Had I been more thoughtful at the time, I would have reported this Realtor but I guess I was in such shock at his behavior, and was very focused on selling the homes, I didn't act. So, as you can see, I have had anti-Semitic dealings with a Realtor before in Nevada but I never felt anything like this from Patty and have always felt respected by her. I can't imagine her treating anyone with disrespect or bias based on religion or nationality. I hope this sheds some light on her character from another person who has only had favorable dealings with Patty or I would not be writing this letter attesting to her good character.

Respectfully,

Susan Banks
2608 Gray Fox Rd.
Henderson, NV 89074