

OCT 21 2015

REAL ESTATE COMMISSION  
BY *[Signature]*

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**BEFORE THE REAL ESTATE COMMISSION**

**STATE OF NEVADA**

JOSEPH R. DECKER, Administrator,  
REAL ESTATE DIVISION, DEPARTMENT  
OF BUSINESS & INDUSTRY,  
STATE OF NEVADA,

Petitioner,

vs.

KAREN GREATHOUSE,

Respondent.

Case No. REN 13-06-02-034  
REN 12-02-04-039  
REN 10-03-01-050

**STIPULATION AND ORDER FOR  
SETTLEMENT  
OF DISCIPLINARY ACTIONS**

This Stipulation for Settlement of Disciplinary Action (Stipulation) is entered into between the Petitioner, State of Nevada, Department of Business and Industry, Real Estate Division (Division), through its Administrator, Joseph R. Decker, and Respondent, KAREN GREATHOUSE ("Respondent" or "Greathouse").

**JURISDICTION**

1. Respondent stipulates and agrees that she was at all relevant times, licensed in Nevada by the Division as alleged in the Complaints. Respondent agrees that she is subject to Nevada Revised Statutes (NRS) Chapter 645 and Nevada Administrative Code (NAC) Chapter 645 and to the jurisdiction of the Division and the Commission.

**SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINTS**

**REN 13-06-02-034**

2. RESPONDENT, at the relevant times mentioned in these Complaints, was the broker and owner of Greathouse Real Estate Company except as to case 10-03-01-050.

3. On or about October 12, 2011, RESPONDENT on behalf of Greathouse Real Estate Company, entered into a Residential Property Management Agreement (the "Agreement") with Stacey J. Cook, in which RESPONDENT and her company contracted to manage the duplex house owned by Cook at 1325 and 1327 Carville Drive, Reno, Nevada.

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555 E. Washington, Suite 3900  
Las Vegas, NV 89101



1 16. On or about May 17, 2011, the same day as receiving DP Real Estate  
2 Investments LLC's \$77,500 offer, RESPONDENT advised the Burketts that they should  
3 accept that offer.

4 17. DP Real Estate Investments LLC is owned by David Provenzano.

5 18. RESPONDENT, at the relevant times mentioned in this Complaint, was in a  
6 personal relationship with David Provenzano, which included cohabitation.

7 19. The address for DP Real Estate Investments LLC was the same as Greathouse  
8 Real Estate Company, one of the RESPONDENT's companies.

9 20. The owner/bank and DP Real Estate, LLC agreed on a sales price of \$81,500,  
10 but the Burketts would not fund a sellers contribution required by the bank to close.

11 21. DP Real Estate Investments LLC was unable to buy the Property.

12 22. In or about October 2011, the Burketts sold the Property for \$110,000.

13 **REN 10-03-01-050**

14 23. On or about August 13, 2009, the owner/bank engaged RESPONDENT to list  
15 and sell a house located at 2550 Lakeridge Shores East, Reno, Nevada (the "Property").

16 24. On or about August 16, 2009, RESPONDENT entered the Property on the  
17 Northern Nevada Regional Multiple Listing Service ("MLS") with a price of \$371,000.

18 25. Shortly thereafter, Tracy Lenocker bought the Property for \$371,250.

19 26. Lenocker was also the president and owner of 7 Figures, LLC and Leadsorce  
20 Marketing Company.

21 27. David Provenzano was the registered agent for Leadsorce Marketing  
22 Company.

23 **VIOLATIONS OF LAW ADMITTED BY RESPONDENT**

24 28. RESPONDENT violated NRS 645.633(1)(b) pursuant to NAC 645.650 by failing  
25 to keeping all correspondence with Cook.

26 29. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(4)(b) by  
27 failing to disclose her relationship with Provenzano or DP Real Estate Investments LLC to  
28 Cook.

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2 **DISCIPLINE AUTHORIZED**

3 30. For each violation of NRS 645 and/or NAC 645, the Commission is empowered  
4 to impose an administrative fine of not more than \$10,000.00 per violation. For each violation  
5 of NRS 645 and/or NAC 645, the Commission is also empowered to suspend, revoke or place  
6 conditions on the license of Respondent. Pursuant to NRS 622.400, the Commission is  
7 authorized to impose the costs of this proceeding upon the Respondent, including  
8 investigative costs and attorney's fees.

9 **SETTLEMENT**

10 31. The Division was prepared to present its cases based upon the Complaints filed  
11 with the Commission and the Respondent was prepared to defend against the Complaints.

12 32. Respondent does not admit to the facts as alleged in the Complaints or in this  
13 stipulation but does admit to the violations of law as alleged above. The Parties desire to  
14 compromise and settle the instant controversy upon the following terms and conditions.

15 33. Respondent agrees to pay to the Division a total of twenty thousand dollars  
16 (\$20,000.00) in an administrative fine (\$14,000) and costs (\$6,000) within 90 days of the date  
17 of the Commission's Order Approving Stipulation.

18 34. No grace period is permitted. Payment not actually received by the Division on  
19 or before its due date shall be construed as an event of default by the Respondent.

20 35. In the event of default, Respondent agrees that her licenses shall be  
21 immediately suspended. Respondent agrees that the suspension of her licenses shall  
22 continue until the unpaid balance is paid in full. Further, debt collection actions for unpaid  
23 monetary assessments in this case may be instituted by the Division.

24 36. Respondent agrees to attend three hours of "What Every Licensee Should Know"  
25 continuing education, three hours of Ethics and three hours of agency designated courses all to be  
26 completed within twelve months of the Effective Date of the Commission's Order Approving Stipulation.  
27 The hours must be live education and will not count towards Respondent's continuing education  
28 requirements. Respondent agrees that her licenses shall be immediately suspended if she fails

1 to timely attend and complete the above continuing education. Respondent agrees that the  
2 suspension of her licenses shall continue until the continuing education is completed.

3 37. The Division agrees not to pursue any other or greater violations, remedies or  
4 fines in connection with Respondent's alleged conduct referenced herein.

5 38. Respondent and the Division agree that by entering into this Stipulation, the  
6 Division does not concede any defense or mitigation Respondent may assert and that once  
7 this Stipulation is approved and fully performed, the Division will close its files in these matters  
8 and they will not be reopened.

9 39. Respondent agrees that if the administrative fine is not paid within the time  
10 period set forth hereinabove, or the continuing education is not timely completed, the Division  
11 may, at its option, rescind this Stipulation and proceed with prosecuting the Complaint before  
12 the Commission.

13 40. Respondent agrees and understands that by entering into this Stipulation,  
14 Respondent is waiving her right to a hearing at which Respondent may present evidence in  
15 her defense, her right to a written decision on the merits of the complaint, her rights to  
16 reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may  
17 be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers  
18 and Salespersons statutes and accompanying regulations, and the federal and state  
19 constitutions. Respondent understands that this Agreement and other documentation may be  
20 subject to public records laws. The Commission members who review this matter for approval  
21 of this Stipulation may be the same members who ultimately hear, consider and decide the  
22 Complaint if this Stipulation is either not approved by the Commission or is not timely  
23 performed by Respondent. Respondent fully understands that she has the right to be  
24 represented by legal counsel in this matter at her own expense.

25 41. Each party shall bear its own attorney's fees and costs.

26 42. Stipulation is Not Evidence. Neither this Stipulation nor any statements made  
27 concerning this Stipulation may be discussed or introduced into evidence at any hearing on  
28 the Complaint, if the Division must ultimately present its cases based on the Complaints filed

1 in this matter.

2 43. Approval of Stipulation. Once executed, this Stipulation will be filed with the  
3 Commission and will be placed on the agenda for approval at its May 2015 public meeting.  
4 The Division will recommend to the Commission approval of the Stipulation. Respondent  
5 agrees that the Commission may approve, reject, or suggest amendments to this Stipulation  
6 that must be accepted or rejected by Respondent before any amendment is effective.

7 44. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests  
8 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation  
9 and the Division may pursue its Complaint before the Commission.

10 45. Release. In consideration of execution of this Stipulation, the Respondent for  
11 himself or herself, his or her heirs, executors, administrators, successors, and assigns, hereby  
12 release, remise, and forever discharge the State of Nevada, the Department of Business and  
13 Industry and the Division, and each of their respective members, agents, employees and  
14 counsel in their individual and representative capacities, from any and all manner of actions,  
15 causes of action, suits, debts, judgments, executions, claims, and demands whatsoever,  
16 known and unknown, in law or equity, that the Respondent ever had, now has, may have, or  
17 claim to have, against any or all of the persons or entities named in this section, arising out of  
18 or by reason of the Division's investigation, this disciplinary action, and all other matters  
19 relating thereto.

20 46. Indemnification. Respondent hereby indemnifies and holds harmless the State  
21 of Nevada, the Department of Business and Industry, the Division, and each of their  
22 respective members, agents, employees and counsel in their individual and representative  
23 capacities against any and all claims, suits, and actions brought against said persons and/or  
24 entities by reason of the Division's investigation, this disciplinary action and all other matters  
25 relating thereto, and against any and all expenses, damages, and costs, including court costs  
26 and attorney fees, which may be sustained by the persons and/or entities named in this  
27 section as a result of said claims, suits, and actions.

28 47. Respondent has signed and dated this Stipulation only after reading and

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

1 ///

2 understanding all terms herein.

3  
4 Dated: 5-4-15

By: Karen Greathouse  
Karen Greathouse, Respondent

6  
7 Dated: 05/05/15

8 State of Nevada  
9 Department of Business and Industry  
10 Real Estate Division  
By: Joseph R. Decker  
Joseph R. Decker, Administrator

11 Approved as to form:  
12 Fahrendorf, Vilorina, Oliphant & Oster, LLP

13  
14 By: \_\_\_\_\_  
15 R. Shawn Oliphant, Esq.  
16 Counsel for Respondent

**ORDER APPROVING STIPULATION**

17  
18 The Stipulation for Settlement of Disciplinary Action having come before the Real  
19 Estate Commission, Department of Business and Industry, State of Nevada, during its regula  
20 agenda on MAY 5, 2015, and the Commission being fully apprised in the  
21 premises, and good cause appearing,

22 IT IS ORDERED that the above Stipulation is approved in full.  
23 This Order shall become effective on the 7<sup>th</sup> day of December, 2014.  
24 Dated this 11 day of MAY, 2014.

25 NEVADA REAL ESTATE COMMISSION  
26 By: Richard K Johnson, F.T.S.S.  
27 Richard K JOHNSON  
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