

OCT 21 2015

BEFORE THE REAL ESTATE COMMISSION

REAL ESTATE COMMISSION  
BY *[Signature]*

STATE OF NEVADA

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

Case No. REN 11-03-03-054

Petitioner,

vs.

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

DEBRA A WARNER,

Respondent.

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, DEBRA A. WARNER ("Respondent" or "WARNER").

**JURISDICTION**

1. Respondent stipulates and agrees that she was at all relevant times, licensed in Nevada by the Division as alleged in the Complaint. 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 COMPLAINT**

2. RESPONDENT, at the relevant times mentioned in this Complaint, is licensed as a salesperson under license number S.0032135 and as a property manager, permit number PM.0132135 since October 29, 1998, and is currently in active status and subject to the jurisdiction of the Division and the provisions of NRS chapter 645 and NAC chapter 645.

3. RESPONDENT, at the relevant times mentioned in this Complaint, was a property manager for Gaston & Wilkerson Management Group, Inc. ("G&W"), a Nevada corporation.

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

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1           4.     On or about January 8, 2004, G&W entered into a management agreement with  
2 Real Estate Venture, LLC ("REV"), in which G&W contracted to manage the property owned  
3 by REV at 1250 West Second Street, Reno, Nevada.

4           5.     REV's property at 1250 West Second Street, Reno, Nevada, was later  
5 designated as the Stone Creek Apartments.

6           6.     On or about March 30, 2004, RESPONDENT opened a charge account at The  
7 Home Depot in REV's name, and using REV's taxpayer ID number.

8           7.     On or about March 30, 2004, RESPONDENT opened a charge account at Office  
9 Depot in REV's name.

10          8.     On or about September 22, 2004, RESPONDENT opened a charge account at  
11 Century Maintenance Supply in REV's name, and using REV's taxpayer ID number.

12          9.     REV never specifically authorized RESPONDENT or G&W to open charge  
13 accounts in REV's name, or to use REV's taxpayer ID number in doing so.

14          10.    RESPONDENT used one or more of the REV charge accounts referenced in  
15 paragraphs 6, 7, and 8, above, to purchase items for properties not owned by REV, but  
16 managed by G&W.

17                   **SUMMARY OF VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT**

18          11.    RESPONDENT, violated NRS 645.633(1)(h), NRS 645.633(1)(i) by opening  
19 charge accounts in REV's name and company tax ID number without REV's authorization.

20          12.    Respondent violated NRS 645.633(1)(h) by using the REV charge accounts to  
21 purchase items for properties not owned by REV, but managed by G&W.

22                   **DISCIPLINE AUTHORIZED**

23          13.    For each violation of NRS 645 and/or NAC 645, the Commission is empowered  
24 to impose an administrative fine of not more than \$10,000.00 per violation. For each violation  
25 of NRS 645 and/or NAC 645, the Commission is also empowered to suspend, revoke or place  
26 conditions on the license of Respondent. Pursuant to NRS 622.400, the Commission is  
27 authorized to impose the costs of this proceeding upon the Respondent, including  
28 investigative costs and attorney's fees.

## SETTLEMENT

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2 14. The Division was prepared to present its case based upon the Complaint filed  
3 with the Commission and the Respondent was prepared to defend against the Complaint.

4 15. Respondent admits to the facts and violations of law as alleged in the Complaint.  
5 The Parties desire to compromise and settle the instant controversy upon the following terms  
6 and conditions.

7 16. Respondent agrees to pay to the Division eight thousand dollars (\$8,000.00) in  
8 an administrative fine and one thousand dollars (\$1,000.00) in costs for a total due of nine  
9 thousand dollars (\$9,000.00) within 90 days of the date of the Commission's Order Approving  
10 Stipulation.

11 17. No grace period is permitted. If the amount due is not actually received by the  
12 Division on or before its due date, it shall be construed as an event of default by the  
13 Respondent.

14 18. In the event of default, Respondent agrees that all of her licenses shall be  
15 immediately suspended. Respondent agrees that the suspension of her licenses shall  
16 continue until the unpaid balance is paid in full. Further, debt collection actions for unpaid  
17 monetary assessments in this case may be instituted by the Division.

18 19. Respondent agrees to attend three hours of "What Every Licensee Should Know"  
19 continuing education and three hours of Ethics and three hours of property management designated  
20 courses, all to be completed within six months of the Effective Date of the Commission's Order Approving  
21 Stipulation. The hours must be live education and will not count towards Respondent's continuing  
22 education requirements. Respondent agrees that her licenses shall be immediately suspended if she fails  
23 to timely attend and complete the above continuing education. Respondent agrees that the suspension  
24 of her licenses shall continue until the continuing education is completed.

25 20. The Division agrees not to pursue any other or greater remedies or fines in  
26 connection with Respondent's alleged conduct referenced herein.

27 21. Respondent and the Division agree that by entering into this Stipulation, the  
28 Division does not concede any defense or mitigation Respondent may assert and that once

1 this Stipulation is approved and fully performed, the Division will close its file in this matter.

2 22. Respondent agrees that if the administrative fine is not paid within the time  
3 period set forth hereinabove, or the continuing education is not timely completed, the Division  
4 may, at its option, rescind this Stipulation and proceed with prosecuting the Complaint before  
5 the Commission.

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

18 24. Each party shall bear its own attorney's fees and costs.

19 25. Stipulation is Not Evidence. Neither this Stipulation nor any statements made  
20 concerning this Stipulation may be discussed or introduced into evidence at any hearing on  
21 the Complaint, if the Division must ultimately present its case based on the Complaint filed in  
22 this matter.

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

28 27. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests

1 amendments unacceptable to Respondent, Respondent may withdraw from this Stipulation  
2 and the Respondent agrees that the Division may pursue its Complaint before the  
3 Commission at the Commission's next regular public meeting.

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

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

22       30. Respondent has signed and dated this Stipulation only after reading and  
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Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

1 understanding all terms herein.

2  
3 Dated: 05.04.2015

By: Debbie Warner  
DEBRA A. WARNER, Respondent

4  
5 Dated: 05/05/15

6 State of Nevada  
7 Department of Business and Industry  
8 Real Estate Division  
By: [Signature]  
Joseph R. Decker, Administrator

9 Approved as to form and content:

10 Dated: 05.04.2015

11 ERICSON, THORPE & SWAINSTON, LTD

12  
13 By: [Signature]  
14 John A. Aberasturi, Esq.  
15 Bar No. 1692  
16 Counsel for Respondent

**ORDER APPROVING STIPULATION**

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

21 IT IS ORDERED that the above Stipulation is approved in full.

22 This Order shall become effective on the 7th day of December, 2015.

23 Dated this 11th day of May, 2015.

24 NEVADA REAL ESTATE COMMISSION

25  
26 By: [Signature], PRES  
27 RICHARD K. JOHNSON  
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