BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA, Petitioner, vs. CAROL ANN GRECO, (S.0055973), Respondent.	**Case No. 2023-724**

FILED

AUG 27 2024

REAL ESTATE COMMISSION

BY Kelly Valadez

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Phil W. Su, Esq., and CAROL ANN GRECO, ("RESPONDENT"), by and through her attorney, Lisa Zastrow, Esq., of the law firm Lipson Nielson, P.C.

RESPONDENT, at all relevant times pertinent to the violations in this Complaint, was actively licensed as a Salesperson (S.0055973). RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN COMPLAINT

1. At all times relevant to the Complaint, RESPONDENT was licensed as a salesperson (license number S.0055973) with Realty Club Las Vegas, under the supervision of broker Sandra D. Hughes.

2. In his Complaint/Statement of Fact filed with the Division on September 5, 2023, Complainant Vito Mazzara ("Complainant") stated that RESPONDENT began listing his residence at 1999 Oliver Springs St., Henderson, Nevada 89052 ("the Property")

for sale beginning on or about August 24, 2021, without first obtaining his signature, as property owner, on that initial listing agreement.

3. Complainant further asserts that several other documents, including Seller's Real Property Disclosure Form and approximately eleven change orders that withdrew and relisted the Property from MLS between August 2021 and June 2023 read as having been electronically signed by Complainant, but that Complainant himself never electronically signed any of those documents.

4. The Authentisign Certificates show Participant Activity by "Vito Mazzara" but with a registered email address of carolgreco49@gmail.com -- RESPONDENT'S email address.

5. RESPONDENT, through her email carolgreco49@gmail.com that was registered with Authentisign as "Vito Mazzara," completed and electronically signed the Seller's Real Property Disclosure Form in lieu of Complainant, in direct violation of the Seller's Real Property Disclosure Form's instructions, which state: "A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller. ***(NRS 113.130(2))***."

6. According to Complainant, the only Authentisign signature that came from his own email, vtlm13@aol.com, concerned an April 16, 2023 offer for the Property, to which he made a counter-offer that was subsequently rejected.

7. Complainant further alleged that his physical signature was forged multiple times on several other documents, including a Residential Disclosure Guide, an Estimated Sellers Statement, and a Clark County Assessors Tax Cap Form.

8. In the April 16, 2023, counter-offer form completed by RESPONDENT, under section entitled "Seller Licensee Disclosure of Interest," the RESPONDENT checked the box indicating she "DOES NOT have an interest in a principal to the transaction."

9. However, RESPONDENT appears to have had at least an indirect interest in the sale of Complainant's property because Complainant Vito Mazzara and Dorina Pontarelli owed RESPONDENT $129,000.00 in loaned funds as of February 20, 2023.

10. In another email dated February 20, 2023, regarding RESPONDENT'S capability to lend Complainant additional funds, stated: "I am hoping to lend you & Dorina money will help when I file bankruptcy. And then get all the $$ back into my account once the bankruptcy is over. Hopefully we sell the house. Praying. But I will appreciate any payment back a little at a time. I have been paying my bills with savings too. Sucks."

11. On July 17, 2023, Complainant made the decision to list his home with another sales agent associated with Keller Williams, shortly after which his relationship with RESPONDENT rapidly deteriorated.

12. On September 14, 2023, the Division issued open investigation letters to RESPONDENT and her broker, seeking responses to Complainant's allegations and any relevant documents in their possession.

13. On September 27, 2023, RESPONDENT through counsel submitted a written affidavit responding to Complainant's allegations, asserting that his complaint to the Division was retaliation for her lawsuit against Complainant for unpaid loans exceeding $146,000.00, and that she placed an equitable lien and constructive trust on the Property.

14. RESPONDENT maintains that Complainant issued all the requested change orders himself via electronic signature, that Complainant made a counter-offer the only offer RESPONDENT managed to obtain for the Property, and that Complainant extended his listing agreement with RESPONDENT on August 18, 2022, for an additional year.

15. In her responsive affidavit, RESPONDENT'S Broker, Sandra Hughes, noted that RESPONDENT had a close personal relationship with COMPLAINANT since July 2020, when RESPONDENT initially represented Complainant in his purchase of the Property.

16. Broker Hughes further asserted RESPONDENT acted in good faith throughout her representation of Complainant, and that all changes to the listing were electronically signed by the client.

17. RESPONDENT did not send broker Hughes electronic signature requests for any of the documents in this transaction until September 3, 2023, approximately three months after Complainant moved on to another sales agent to market the Property.

18. Because Broker Hughes did not electronically sign the termination order for the MLS listing until September 3, 2023, RESPONDENT'S MLS listing for the Property apparently remained posted for approximately three (3) months after RESPONDENT was no longer sales agent for the Property.

19. RESPONDENT was called for a December 4, 2023, hearing before the Ethics Hearing Panel of the Professional Standards Committee of Las Vegas Realtors in Case # 23073E.

20. The Ethics Hearing Panel observed that the Complainant; Complainant's partner, Dorina Pontarelli, and RESPONDENT shared a close, quasi-familial relationship since July 2020, which soured once RESPONDENT retained another salesperson to sell the Property.

21. After deliberation, the Ethics Hearing Panel issued a decision finding RESPONDENT in violation of Articles 1, 9, and 12 of the Code of Ethics, and imposing a letter of warning, $500 fine, and 21 hours of continuing education as discipline.

22. The Ethics Hearing Panel explained its rationale for the discipline as follows: "The close relationship of the parties does not excuse potentially back-dating documents, failure to obtain signatures on change orders, listings and withdrawals of listings, and other formalities as well as failing to provide documentation to the Complainant upon request."

23. On February 28, 2024, the Division sent an NRS 233B letter via certified mail indicating that it obtained sufficient evidence to commence disciplinary charges against RESPONDENT and intended to seek a formal hearing before the Real Estate Commission.

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SUMMARY OF ALLEGED VIOLATIONS OF LAW

1. RESPONDENT violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) for dealing in a deceitful, fraudulent and/or dishonest manner by failing to do her utmost to protect the public against fraud, misrepresentation and/or unethical real estate practices when she knowingly and repeatedly signed her client's name electronically multiple times during the two-year period that the property was on and off the market.

2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NRS 645.252(1)(c) and NAC 645.605(4) when she indicated, on the April 2023 Seller's Response/counter-offer that she "Does Not" have a principal interest to the transaction, when she did, in fact, expect the proceeds from sale of the Property to apply towards repayment of the $129,000.00 in funds she loaned to Complainant and Ms. Pontarelli.

3. RESPONDENT violated NAC 645.633(1)(h) pursuant to NAC 645.605(1) by completing and signing the Seller's Real Property Disclosure Form dated August 18, 2021, on behalf of her client contrary to the requirement that the form be completed by the seller pursuant to NRS 113.130(2).

4. RESPONDENT violated NRS 645.650(2) by failing to obtain electronic signatures for documents in her transaction file until September 3, 2023, well after her 2022 listing agreement with Complainant had terminated and well beyond the five (5) calendar days for broker review.

PROPOSED SETTLEMENT

By entering into this Stipulation, the RESPONDENT does not admit the above factual allegations but agrees to waive her right to contest the above alleged violations if the Stipulation is approved by the Commission. Accordingly, in an effort to avoid the time and expense of litigating these issues before the Commission, as well as any possible further legal appeals from any such decision, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of $13,251.24 ("Amount Due"), consisting of an $8,000.00 administrative fine imposed by the Division,

the Division's pre-hearing costs in the amount of $760.00, and pre-hearing attorney's fees in the amount of $4,491.24.

a. The Amount Due shall be payable to the Division in thirty-six (36) monthly installments of $368.09, with initial payment payable to the Division within 30 days of the effective date of this Order.

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

2. RESPONDENT and the Division agree that by entering into this Stipulation, the Division does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is approved and fully performed, the Division will close its file in this matter.

3. The Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENT'S alleged conduct referenced herein. The Division further agrees that unless RESPONDENT fails to make timely payment, the Division will not bring any claim or cause directly or indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

4. RESPONDENT agrees and understands that by entering into this Stipulation RESPONDENT is waiving her right to a hearing at which RESPONDENT may present evidence in her defense, her right to a written decision on the merits of the complaint, her rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENT.

RESPONDENT fully understands that she has the right to be represented by legal counsel in this matter at her own expense.

5. RESPONDENT shall bear her own attorney's fees and costs.

6. Approval of Stipulation. Once executed, this Stipulation will be filed with the Commission and will be placed on the agenda for approval at its next public meeting. The Division will recommend to the Commission approval of the Stipulation. RESPONDENT agrees that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by RESPONDENT before any amendment may be considered effective.

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

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

9. Release. In consideration of the execution of this Stipulation, RESPONDENT for herself, her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of their respective members, agents, employees, and counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto.

10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the State of Nevada, the Department of Business and Industry, Petitioner, the

Division, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigation, this disciplinary action, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the persons and/or entities named in this section as a result of said claims, suits, and actions.

11. Default. In the event of default, RESPONDENT agrees that all of her active licenses, permits and certificates issued by the Division shall be immediately suspended, and the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspensions shall continue until the unpaid monetary assessments are paid in full.

12. RESPONDENT confirms that she has signed and dated this Stipulation only after reading and fully understanding all terms herein.

DATED this _____ day of August, 2024.

By: _____
CAROL ANN GRECO
Respondent

DATED this _____ day of August, 2024.

NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

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DATED this 16 day of August, 2024. DATED this 26 day of August, 2024.

By: Carol Ann Greco
CAROL ANN GRECO
Respondent

NEVADA DEPARTMENT OF BUSINESS & INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA
Administrator

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Approved as to form:

LIPSON NIELSON, P.C.

By: /s/ Lisa J. Zastrow
LISA J. ZASTROW (Bar No. 9727)

AARON D. FORD
Attorney General

By: /s/ Phil W. Su
PHIL W. SU (Bar No. 10450)

Approved as to form:

LIPSON NIELSON, P.C.

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ORDER APPROVING STIPULATION
Case No. 2023-724

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on August 13-15, 2024, and the Commission being fully apprised in the premises, and good cause appearing,

IT IS ORDERED that the above Stipulation for Settlement of Disciplinary Action is approved in full.

Dated: this 27 day of August, 2024.

REAL ESTATE COMMISSION
STATE OF NEVADA

By: _____
President, Nevada Real Estate Commission