# BEFORE THE REAL ESTATE COMMISSION STATE OF NEVADA

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA,

Petitioner,

VS.

ZARBOD ZANGANEH, (B.1000811.LLC- Case No. 2023-959), ALICIA PRESCOTT-LARIVIERE, (S.0172839, Case No. 2023-960),

Respondent.

Case No. 2023-959; 2023-960

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REAL ESTATE COMMISSION
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#### 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 RESPONDENTS ZARBOD ZANGANEH and ALICIA PRESCOTT-LARIVIERE, (collectively, "RESPONDENTS"), by and through their attorney of record, Tye S. Hanseen, Esq., of the law firm Marquis Aurbach Coffing, P.C.

At all times relevant to the violations alleged in this Complaint, RESPONDENT ZANGANEH was actively licensed as a Nevada broker (B.1000811.LLC) and RESPONDENT PRESCOTT-LARIVIERE was actively licensed as a Nevada salesperson (S.0172839). The RESPONDENTS are, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

By entering into this Stipulation, the RESPONDENTS do not admit the following factual allegations but agree to waive their right to contest the following alleged violations of law if the Stipulation is approved by the Commission.

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#### SUMMARY OF FACTUAL ALLEGATIONS

#### AS SET FORTH IN THE COMPLAINT

- 1. At all times relevant to the Complaint, RESPONDENT ZANGANEH was licensed as a broker (license number B.1000811.LLC) with the Division and served as broker of record for The Agency Las Vegas. NRED0001-0002.
- 2. At all times relevant to the Complaint, RESPONDENT PRESCOTT-LARIVIERE was licensed as a salesperson (license number S.0172839) with the Division and served under the supervision of RESPONDENT ZANGANEH as a salesperson for The Agency Las Vegas. NRED0003-0004.
- 3. On November 9, 2023, Complainant Elizabeth Killackey ("Killackey") of Prominent Realty Group, LLC and listing agent for the subject property, 8525 West Verde Way, Las Vegas, NV 89149, ("subject property") filed a Statement of Fact with the Division alleging that the RESPONDENTS knowingly wrote and presented a fraudulent offer for the subject property on behalf of their clients/buyers Richard Penfil and Pamela Yager (collectively, the "Buyers"), and knowingly failed to indicate in their offer that it was contingent on sale of the Buyers' primary residence. NRED0005-0006.
- 4. According to Complainant Killackey, the RESPONDENTS tried to interfere with the Buyers' subsequent efforts to purchase the subject property when the Buyers chose to stop working with the RESPONDENTS any further and, instead, to work with another purchasing agent, Jonny Long, to purchase the subject property. **NRED0006.**

#### **BACKGROUND FACTS**

- 5. On October 4, 2022, RESPONDENTS and the Buyers entered into a Duties Owed Form for the purchase of the subject property, 8525 West Verde Way, Las Vegas, NV 89149, ("subject property") from seller Scott Likens ("Likens"). NRED0033.
- 6. That same day, RESPONDENTS submitted a first offer containing a Contingent Upon Sale Addendum. NRED0034-0047; 0045.
- 7. Likens' agent, Elizabeth Killackey ("Killackey"), rejected the October 4, 2022, offer on his behalf, noting that the "offer was too low" and "it was a VA loan with nothing down other than EMD... the listing states cash or conventional." NRED0048-0050.

- 8. When asked by RESPONDENT PRESCOTT-LARIVIERE to present a sellers' counteroffer, Killackey said that Likens did not want to counter offer and was pulling the property from the market. **NRED0051-0056.**
- 9. On October 6, 2022, RESPONDENTS submitted a second offer at list price, contingent upon the same VA loan and with Contingent Upon Sale Addendum. NRED0058-0069.
- 10. The second offer was also rejected, and the home was pulled from the market. NRED0070-0072.
- 11. On January 2, 2023, RESPONDENT ZANGANEH texted Killackey to ask if the subject property was back on the market and that his buyers were still interested in purchasing the subject property. NRED007; 0074-0084.
- 12. On January 3, 2023, RESPONDENT ZANGANEH called Killackey and asked, "what do you need to get the deal done." Killackey says that the RPA from 10/4/22 "with it being a VA loan with little down payment and a home contingency was a turn off." **NRED0007.**
- 13. RESPONDENT ZANGANEH replied that his clients' new RPA "doesn't need to be contingent upon sale" and that his clients just "sold a home recently and they have the money."

  NRED0007.
- 14. The Buyers' loan officer Erik Feldman ("Feldman") sent a copy of the preapproval letter on January 3, 2023, and January 18, 2023, to RESPONDENT ZANGANEH and RESPONDENT PRESCOTT-LARIVIERE respectively, with an email cover letter indicating "Approval is contingent upon the sale of current property." NRED0006; 0162-0163; 0865-0867.
- 15. On January 18, 2023, RESPONDENT PRESCOTT-LARIVIERE issued a third RPA/offer to Killackey. NRED0103-0115.
- 16. On January 18, 2023, seller Likens issued a counteroffer with close of escrow to be February 24, 2023, or earlier; 21-day loan and appraisal contingency; and 10-day due diligence, which the Buyers subsequently accepted. **NRED0151.**
- 17. On January 20, 2023, loan officer Feldman noted that the third RPA did not contain a contingent upon sale addendum and asked RESPONDENT PRESCOTT-LARIVIERE about its status.

  NRED0159.

- 18. RESPONDENT PRESCOTT-LARIVIERE replied to Feldman that the RPA was not missing an addendum. NRED0159.
- 19. On January 25, 2023, Killackey emailed RESPONDENTS inquiring about an appraisal that was scheduled then cancelled, to which RESPONDENT PRESCOTT-LARIVIERE said the Buyers requested to review the home inspection report before ordering appraisal. NRED0171-0184.
- 20. On January 27, 2023, Killackey sent a signed/corrected Addendum 1 to include new due diligence extension of February 1, 2023, with a requested \$10,000.00 credit towards closing costs and pre-paid items. NRED0187-0194.
- 21. On January 31, 2023, Feldman indicated that he received the termite report back and received underwriter approval, and that he would coordinate with borrowers to gather all remaining documents and was just waiting on approval from RESPONDENTS to move forward with appraisal.

  NRED0207.
- 22. On February 3, 2023, Killackey sent texts to RESPONDENTS requesting an update on when the appraisal would be ordered, since the appraisal contingency was due to expire within a week.

  NRED0213-0214; 0220-0223.
- 23. On February 6, 2023, Killackey emailed RESPONDENTS demanding a status on the appraisal, noting that RESPONDENT PRESCOTT-LARIVIERE's mailbox was full, that RESPONDENT ZANGANEH stated that because he was in Florida RESPONDENT PRESCOTT-LARIVIERE would handle the appraisal order, and reiterating that no further extensions would be given. NRED0229.
- 24. On February 6, 2023, pursuant to a request from Killackey for copy of the pre-approval letter, Feldman asked RESPONDENT PRESCOTT-LARIVIERE to provide the January 18, 2023, email that contained the pre-approval letter. **NRED0230-0231**.
- 25. On February 7, 2023, RESPONDENT PRESCOTT-LARIVIERE sent the pre-approval letter without Feldman's email cover letter indicating "Approval is contingent upon the sale of current property," and also sent a second addendum seeking extension of appraisal and loan contingency until February 20, 2023. NRED0235-0237.

- 26. Killackey responded to the second addendum, noting that there would be no more extensions. NRED0238.
- 27. On February 8, 2023, Killackey and Feldman discussed, via email, the radio silence from RESPONDENTS regarding the loan and appraisal contingencies set to expire the following day, and that the RESPONDENTS have done an "immense disservice" to their clients. **NRED0238-0242.**
- 28. On February 9, 2023, Killackey spoke with seller Likens and loan officer Feldman by phone, where Feldman divulged that RESPONDENTS were stalling the transaction because it was contingent on the sale of the buyers' home, which was still not yet under contract, and that RESPONDENT PRESCOTT-LARIVIERE concealed the sale contingency requirement when she sent the preapproval letter to Killackey. NRED0014.
- 29. On February 9, 2023, Killackey emailed the RESPONDENTS, Feldman, and the title company to note that this was the last day for the appraisal and loan contingencies, that the appraisal has neither been reordered nor performed, and asking for RESPONDENTS to explain themselves.

  NRED0243.
- 30. In response, RESPONDENT ZANGANEH said he would send another addendum for additional extension. NRED0245-0251.
- 31. On February 10, 2023, Killackey replied that Seller Likens declined the addendum and responded with a cancellation of the RPA, sent to the RESPONDENTS and Feldman. NRED0252-0256.
- 32. That same day, February 10, 2023, Pamela Penfil-Yager texted RESPONDENT ZANGANEH that she was feeling "absolutely sick" about the transaction extension being rejected, was "totally confused as to how this all went down and why it took so long to get back to us yesterday for a response to them," and requested for RESPONDENT ZANGANEH to send rejection of Addendum 2 and cancellation of the RPA for them to sign. NRED0016; 0305-0325.
- 33. RESPONDENT ZANGANEH did not comply with Buyers' request for copy of the rejection of Addendum 2 and cancellation of the RPA for them to sign. NRED0016; 0305-0325.
- 34. On February 13, 2023, Killackey noted that it had been three days since the cancellation was sent but it had not yet been returned signed and noted that failure to return the signed cancellation was preventing her seller from accepting a new offer. NRED0257.

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- 35. That same day, RESPONDENT PRESCOTT-LARIVIERE replied by email that the cancellation was out for signature. **NRED0258.**
- 36. At 10:21 am on February 13, 2023, RESPONDENT PRESCOTT-LARIVIERE sent out the cancellation for the Buyers' electronic signature. **NRED0301-0302.**
- 37. Killackey then emailed the RESPONDENTS back, noting that she had already received the signed cancellation. **NRED0016-0017**; **0259-0276**.
- 38. Feldman admitted that he emailed the cancellation to the Buyers, "just in case they hadn't received" word from the RESPONDENTS that the contract had been cancelled. **NRED0016-0017**; **0259-0276**.
- 39. On February 14, 2023, new sales agent Jonathan "Jonny" Long submitted a new RPA for the subject property on behalf of the Buyers. **NRED0328-0345.**
- 40. On May 9, 2023, RESPONDENT ZANGANEH filed a mechanic's lien upon the subject property, despite never entering into a contractual relationship with seller Likens that would have made the lien enforceable. NRED0417-0419.
- 41. Seller Likens was forced to retain an attorney to expunge the lien. NRED0022; 0524-0535.
- 42. Due to the delay caused by RESPONDENT ZANGANEH'S frivolous lien, the Buyers were forced to pay an additional \$5,800.00 to hold their loan lock. NRED0022; 0524-0535.

#### RESPONDENTS' RESPONSES AND ADDITIONAL STATEMENTS OF FACT

- 43. On November 14, 2023, the Division issued open investigation letters to the RESPONDENTS, seeking responses to Complainant Killackey's allegations and copies of any relevant documents in their possession. NRED0639-0640.
- 44. On December 28, 2023, RESPONDENTS ZANGANEH and PRESCOTT-LARIVIERE responded to the Division's open investigation letter with Declarations regarding their perspective of the events that transpired and attaching the broker transaction file. **NRED0639-0781.**
- 45. The Division subsequently received Statements of Fact/Affidavits from 2<sup>nd</sup> sales agent Jonny Long; clients/buyers Pamela Yager and Richard Penfil; seller Scott Likens, and loan officer Erik Feldman. NRED 0782-0847; 0848-0849; 0850-0853; 0854-0855.

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- The Buyers stated in their affidavit that they essentially felt "abandoned" and Respondent 46. Zanganeh had lost the ability to close the transaction. They stated they were not ever informed that an extension to their contract was refused by the seller. NRED0848-0849
- 47. On May 6, 2024, the Division sent NRS 233B letter via certified mail to the RESPONDENTS, indicating that it had obtained sufficient evidence to commence disciplinary charges and intended to seek a formal hearing before the Real Estate Commission. NRED0856-0860.

### SUMMARY OF ALLEGED VIOLATIONS OF LAW AS SET FORTH IN THE COMPLAINT

- 1. The Complaint alleged the RESPONDENTS violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) when they allegedly willfully and knowingly presented an invalid Purchase Agreement on January 18, 2023, that did not contain the loan contingency.
- 2. The Complaint alleged the RESPONDENTS violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) when they allegedly withheld pertinent transaction details affecting both parties in the transaction by misrepresenting that their January 18, 2023, RPA was not missing the Contingent Upon Sale Addendum, and by omitting the contingency information when forwarding the pre-approval letter to seller's agent.
- The Complaint alleged the RESPONDENTS violated NRS 645.633(1)(h) pursuant to 3. NRS 645.252(2) when they allegedly failed to show reasonable skill and care with respect to all parties in the transaction by unnecessarily delaying the transaction past contingencies deadlines due to failure to reply to urgent communications from seller's agent and the loan officer, resulting in a cancelled transaction.
- 4. The Complaint alleged RESPONDENT ZANGANEH violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) when he filed an improper mechanic's lien against seller Likens although seller Likens was never RESPONDENT'S client, forcing seller Likens to retain an attorney to assist in removing the lien and causing the Buyers to spend additional funds to hold their loan lock.

#### PROPOSED SETTLEMENT

By entering into this Stipulation, the RESPONDENTS do not admit the above factual allegations or violations of law allegations but agree to waive their right to contest the alleged violations of law 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, the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

- 1. With regard to Case # 2023-959, RESPONDENT ZANGANEH agrees to pay the Division a total amount of FOURTEEN THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS and 20/100 cents (\$14,348.20) ("Amount Due"), consisting of \$10,000.00 in administrative fines imposed by the Division, the Division's pre-hearing costs and fees in the amount of \$1,600.00, and pro-rated pre-hearing attorney's fees in the amount of \$2,748.20.
  - a. The Amount Due shall be payable to the Division in twelve monthly installments of \$1,195.68, with first installment due within thirty (30) days of the date of the order approving this settlement. Pre-payment of any amounts owed may be made without penalty.
  - b. The monthly installment payments will be made in accordance with correspondence the Division will provide to RESPONDENT ZANGANEH after the order approving this settlement becomes effective.
  - c. If the due date for a payment falls on a holiday or a weekend, the payment is due to the Division the last business day <u>prior to the due date</u>.
  - d. No grace period is permitted. If any payment is not actually received by the Division in full on or before its due date, it shall be construed as an event of default by RESPONDENT ZANGANEH.
- 2. RESPONDENT ZANGANEH agrees to take twelve (12) hours of continuing education, consisting of six (6) hours in contracts and six (6) hours in agency/agency relationships. This education shall be completed within six (6) months from the date of the Commission's Order Approving Stipulation. The hours must be live education and will not count toward RESPONDENT ZANGANEH'S continuing education requirements for license renewal.
- 3. RESPONDENT ZANGANEH agrees to submit to a voluntary downgrade of his broker license, B.1000811.LLC, to a broker-salesperson license, for a period of three (3) years from the date of

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the order approving this settlement (to run concurrently with the three year voluntary downgrade set forth in the settlement stipulation for Case 2024-420, which is being submitted to the Commission contemporaneously with this stipulation for Case 2023-959). Upon successful completion of the downgrade period without additional disciplinary action by this Commission, RESPONDENT ZANGANEH may reapply to the Division for reinstatement of the broker license.

- 4. With regard to Case # 2023-960, RESPONDENT PRESCOTT-LARIVIERE agrees to pay the Division a total amount of NINE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS and 20/100 cents (\$9,348.20) ("Amount Due"), consisting of \$5,000.00 in administrative fines imposed by the Division, the Division's pre-hearing costs and fees in the amount of \$1,600.00, and pro-rated pre-hearing attorney's fees in the amount of \$2,748.20.
  - a. The Amount Due shall be payable to the Division in twelve monthly installments of \$779.02, with first installment due within thirty (30) days of the date of the order approving this settlement. Pre-payment of any amounts owed may be made without penalty.
  - b. The monthly installment payments will be made in accordance with correspondence the Division will provide to RESPONDENT PRESCOTT-LARIVIERE after the order approving this settlement becomes effective.
  - c. If the due date for a payment falls on a holiday or a weekend, the payment is due to the Division the last business day prior to the due date.
  - d. No grace period is permitted. If any payment is not actually received by the Division in full on or before its due date, it shall be construed as an event of default by RESPONDENT PRESCOTT-LARIVIERE.
- 5. RESPONDENT PRESCOTT-LARIVIERE agrees to take twelve (12) hours of continuing education, consisting of six (6) hours in contracts and six (6) hours in agency/agency relationships. This education shall be completed within six (6) months from the date of the Commission's Order Approving Stipulation. The hours must be live education and will not count toward RESPONDENT PRESCOTT-LARIVIERE'S continuing education requirements for license renewal.

6. The RESPONDENTS and the Division agree that by entering into this Stipulation, neither the RESPONDENTS nor the Division concede any defense or mitigation THE RESPONDENTS may assert and that once this Stipulation is approved and fully performed, the Division will close its file in these matters.

- The RESPONDENTS agree and understand that by entering into this Stipulation THE RESPONDENTS are waiving their right to a hearing at which the RESPONDENTS may present evidence in their defense, their right to a written decision on the merits of the complaint, their 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. The RESPONDENTS understand 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 not timely performed by the RESPONDENTS. The RESPONDENTS fully understand that they have the right to be represented by legal counsel in this matter at their own expense.
  - 8. The RESPONDENTS shall bear their own attorney's fees and costs.
- 9. <u>Approval of Stipulation</u>. 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. The RESPONDENTS agree that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by The RESPONDENTS before any amendment may be considered effective.
- 10. <u>Withdrawal of Stipulation</u>. If the Commission rejects this Stipulation or suggests amendments unacceptable to the RESPONDENTS, the RESPONDENTS may withdraw from this Stipulation, and the Division may pursue its Complaint before the Commission.
- 11. <u>Stipulation is Not Evidence</u>. 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.

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12. Release. In consideration of the execution of this Stipulation, the RESPONDENTS for themselves, their 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 the RESPONDENTS ever had, now have, 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. Likewise, in consideration of the execution of this Stipulation, the State of Nevada, the Department of Business and Industry, and the Division for themselves, their heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the ESPONDENTS 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 the State of Nevada, the Department of Business and Industry, and the Division ever had, now have, may have, or claim to have against the RESPONDENTS, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto.

- Indemnification. The RESPONDENTS hereby agree 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 the RESPONDENTS, or anyone on behalf of the RESPONDENTS, bring 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.
- 14. <u>Default</u>. In the event of default within in their respective cases, RESPONDENT ZANGANEH (Case 2023-959) and RESPONDENT PRESCOTT-LARIVIERE (Case 2023-960) agree that all active licenses and permits issued by the Division to the defaulting RESPONDENT shall be immediately suspended, and the unpaid balance of the administrative fine and costs owed by the

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## ORDER APPROVING STIPULATION Case Nos. 2023-959 and 2023-960

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 February 11-13, 2025, 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 19 day of February 2025.

REAL ESTATE COMMISSION STATE OF NEVADA

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President, Nevada Real Estate Commission