

1 **BEFORE THE REAL ESTATE COMMISSION**

2 **STATE OF NEVADA**

3 SHARATH CHANDRA, Administrator,
4 REAL ESTATE DIVISION, DEPARTMENT
5 OF BUSINESS & INDUSTRY,
6 STATE OF NEVADA,

7 Petitioner,

8 vs.

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

13 Respondents.

Case No. 2023-959; 2023-960

FILED

OCT 18 2024

REAL ESTATE COMMISSION

BY *Kelley Valadez*

14 **COMPLAINT AND NOTICE OF HEARING**

15 The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY
16 OF THE STATE OF NEVADA (“Division”) hereby notifies RESPONDENTS ZARBOD ZANGANEH
17 and ALICIA PRESCOTT-LARIVIERE (collectively, “RESPONDENTS”) of an administrative hearing
18 before the STATE OF NEVADA REAL ESTATE COMMISSION (“Commission”). The hearing will
19 be held pursuant to Chapter 233B and Chapter 645 of the Nevada Revised Statutes (“NRS”), and Chapter
20 645 of the Nevada Administrative Code (“NAC”). The purpose of the hearing is to consider the
21 allegations stated below and to determine if the RESPONDENT should be subject to an administrative
22 penalty as set forth in NRS 645.630(1)(c) and (1)(i), and the discipline to be imposed, if violations of law
23 are proven.

24 **JURISDICTION**

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

FACTUAL ALLEGATIONS

1
2 1. At all times relevant to the Complaint, RESPONDENT ZANGANEH was licensed as a
3 broker (license number B.1000811.LLC) with the Division and served as broker of record for The
4 Agency Las Vegas. **NRED0001-0002.**

5 2. At all times relevant to the Complaint, RESPONDENT PRESCOTT-LARIVIERE was
6 licensed as a salesperson (license number S.0172839) with the Division and served under the supervision
7 of RESPONDENT ZANGANEH as a salesperson for The Agency Las Vegas. **NRED0003-0004.**

8 3. On November 9, 2023, Complainant Elizabeth Killackey (“Killackey”) of Prominent
9 Realty Group, LLC and listing agent for the subject property, 8525 West Verde Way, Las Vegas, NV
10 89149, (“subject property”) filed a Statement of Fact with the Division alleging that the RESPONDENTS
11 knowingly wrote and presented a fraudulent offer for the subject property on behalf of their clients/buyers
12 Richard Penfil and Pamela Yager (collectively, the “Buyers”), and knowingly failed to indicate in their
13 offer that it was contingent on sale of the Buyers’ primary residence. **NRED0005-0006.**

14 4. According to Complainant Killackey, the RESPONDENTS tried to interfere with the
15 Buyers’ subsequent efforts to purchase the subject property when the Buyers chose to stop working with
16 the RESPONDENTS any further and, instead, to work with another purchasing agent, Jonny Long, to
17 purchase the subject property. **NRED0006.**

BACKGROUND FACTS

18
19 5. On October 4, 2022, RESPONDENTS and the Buyers entered into a Duties Owed Form
20 for the purchase of the subject property, 8525 West Verde Way, Las Vegas, NV 89149, (“subject
21 property”) from seller Scott Likens (“Likens”). **NRED0033.**

22 6. That same day, RESPONDENTS submitted a first offer containing a Contingent Upon
23 Sale Addendum. **NRED0034-0047; 0045.**

24 7. Likens’ agent, Elizabeth Killackey (“Killackey”), rejected the October 4, 2022, offer on
25 his behalf, noting that the “offer was too low” and “it was a VA loan with nothing down other than
26 EMD... the listing states cash or conventional.” **NRED0048-0050.**

1 8. When asked by RESPONDENT PRESCOTT-LARIVIERE to present a sellers'
2 counteroffer, Killackey said that Likens did not want to counter offer and was pulling the property from
3 the market. **NRED0051-0056.**

4 9. On October 6, 2022, RESPONDENTS submitted a second offer at list price, contingent
5 upon the same VA loan and with Contingent Upon Sale Addendum. **NRED0058-0069.**

6 10. The second offer was also rejected, and the home was pulled from the market.
7 **NRED0070-0072.**

8 11. On January 2, 2023, RESPONDENT ZANGANEH texted Killackey to ask if the subject
9 property was back on the market and that his buyers were still interested in purchasing the subject
10 property. **NRED007; 0074-0084.**

11 12. On January 3, 2023, RESPONDENT ZANGANEH called Killackey and asked, "what do
12 you need to get the deal done." Killackey says that the RPA from 10/4/22 "with it being a VA loan with
13 little down payment and a home contingency was a turn off." **NRED0007.**

14 13. RESPONDENT ZANGANEH replied that his clients' new RPA "doesn't need to be
15 contingent upon sale" and that his clients just "sold a home recently and they have the money."
16 **NRED0007.**

17 14. The Buyers' loan officer Erik Feldman ("Feldman") sent a copy of the preapproval letter
18 on January 3, 2023, and January 18, 2023, to RESPONDENT ZANGANEH and RESPONDENT
19 PRESCOTT-LARIVIERE respectively, with an email cover letter indicating "Approval is contingent
20 upon the sale of current property." **NRED0006; 0162-0163; 0865-0867.**

21 15. On January 18, 2023, RESPONDENT PRESCOTT-LARIVIERE issued a third
22 RPA/offer to Killackey. **NRED0103-0115.**

23 16. On January 18, 2023, seller Likens issued a counteroffer with close of escrow to be
24 February 24, 2023, or earlier; 21 day loan and appraisal contingency; and 10 day due diligence, which
25 the Buyers subsequently accepted. **NRED0151.**

26 17. On January 20, 2023, loan officer Feldman noted that the third RPA did not contain a
27 contingent upon sale addendum and asked RESPONDENT PRESCOTT-LARIVIERE about its status.
28 **NRED0159.**

1 18. RESPONDENT PRESCOTT-LARIVIERE replied to Feldman that the RPA was not
2 missing an addendum. **NRED0159.**

3 19. On January 25, 2023, Killackey emailed RESPONDENTS inquiring about an appraisal
4 that was scheduled then cancelled, to which RESPONDENT PRESCOTT-LARIVIERE said the Buyers
5 requested to review the home inspection report before ordering appraisal. **NRED0171-0184.**

6 20. On January 27, 2023, Killackey sent a signed/corrected Addendum 1 to include new due
7 diligence extension of February 1, 2023, with a requested \$10,000.00 credit towards closing costs and
8 pre-paid items. **NRED0187-0194.**

9 21. On January 31, 2023, Feldman indicated that he received the termite report back and
10 received underwriter approval, and that he would coordinate with borrowers to gather all remaining
11 documents and was just waiting on approval from RESPONDENTS to move forward with appraisal.
12 **NRED0207.**

13 22. On February 3, 2023, Killackey sent texts to RESPONDENTS requesting an update on
14 when the appraisal would be ordered, since the appraisal contingency was due to expire within a week.
15 **NRED0213-0214; 0220-0223.**

16 23. On February 6, 2023, Killackey emailed RESPONDENTS demanding a status on the
17 appraisal, noting that RESPONDENT PRESCOTT-LARIVIERE's mailbox was full, that
18 RESPONDENT ZANGANEH stated that because he was in Florida RESPONDENT PRESCOTT-
19 LARIVIERE would handle the appraisal order, and reiterating that no further extensions would be given.
20 **NRED0229.**

21 24. On February 6, 2023, pursuant to a request from Killackey for copy of the pre-approval
22 letter, Feldman asked RESPONDENT PRESCOTT-LARIVIERE to provide the January 18, 2023, email
23 that contained the pre-approval letter. **NRED0230-0231.**

24 25. On February 7, 2023, RESPONDENT PRESCOTT-LARIVIERE sent the pre-approval
25 letter without Feldman's email cover letter indicating "Approval is contingent upon the sale of current
26 property," and also sent a second addendum seeking extension of appraisal and loan contingency until
27 February 20, 2023. **NRED0235-0237.**

28

1 26. Killackey responded to the second addendum, noting that there would be no more
2 extensions. **NRED0238.**

3 27. On February 8, 2023, Killackey and Feldman discussed, via email, the radio silence from
4 RESPONDENTS regarding the loan and appraisal contingencies set to expire the following day, and that
5 the RESPONDENTS have done an “immense disservice” to their clients. **NRED0238-0242.**

6 28. On February 9, 2023, Killackey spoke with seller Likens and loan officer Feldman by
7 phone, where Feldman divulged that RESPONDENTS were stalling the transaction because it was
8 contingent on the sale of the buyers’ home, which was still not yet under contract, and that
9 RESPONDENT PRESCOTT-LARIVIERE concealed the sale contingency requirement when she sent
10 the preapproval letter to Killackey. **NRED0014.**

11 29. On February 9, 2023, Killackey emailed the RESPONDENTS, Feldman, and the title
12 company to note that this was the last day for the appraisal and loan contingencies, that the appraisal has
13 neither been reordered nor performed, and asking for RESPONDENTS to explain themselves.
14 **NRED0243.**

15 30. In response, RESPONDENT ZANGANEH said he would send another addendum for
16 additional extension. **NRED0245-0251.**

17 31. On February 10, 2023, Killackey replied that Seller Likens declined the addendum and
18 responded with a cancellation of the RPA, sent to the RESPONDENTS and Feldman. **NRED0252-0256.**

19 32. That same day, February 10, 2023, Pamela Penfil-Yager texted RESPONDENT
20 ZANGANEH that she was feeling “absolutely sick” about the transaction extension being rejected, was
21 “totally confused as to how this all went down and why it took so long to get back to us yesterday for a
22 response to them,” and requested for RESPONDENT ZANGANEH to send rejection of Addendum 2
23 and cancellation of the RPA for them to sign. **NRED0016; 0305-0325.**

24 33. RESPONDENT ZANGANEH did not comply with Buyers’ request for copy of the
25 rejection of Addendum 2 and cancellation of the RPA for them to sign. **NRED0016; 0305-0325.**

26 34. On February 13, 2023, Killackey noted that it had been three days since the cancellation
27 was sent but it had not yet been returned signed and noted that failure to return the signed cancellation
28 was preventing her seller from accepting a new offer. **NRED0257.**

1 35. That same day, RESPONDENT PRESCOTT-LARIVIERE replied by email that the
2 cancellation was out for signature. **NRED0258.**

3 36. At 10:21 am on February 13, 2023, RESPONDENT PRESCOTT-LARIVIERE sent out
4 the cancellation for the Buyers' electronic signature. **NRED0301-0302.**

5 37. Killackey then emailed the RESPONDENTS back, noting that she had already received
6 the signed cancellation. **NRED0016-0017; 0259-0276.**

7 38. Feldman admitted that he emailed the cancellation to the Buyers, "just in case they hadn't
8 received" word from the RESPONDENTS that the contract had been cancelled. **NRED0016-0017; 0259-
9 0276.**

10 39. On February 14, 2023, new sales agent Jonathan "Jonny" Long submitted a new RPA for
11 the subject property on behalf of the Buyers. **NRED0328-0345.**

12 40. On May 9, 2023, RESPONDENT ZANGANEH filed a mechanic's lien upon the subject
13 property, despite never entering into a contractual relationship with seller Likens that would have made
14 the lien enforceable. **NRED0417-0419.**

15 41. Seller Likens was forced to retain an attorney to expunge the lien. **NRED0022; 0524-
16 0535.**

17 42. Due to the delay caused by RESPONDENT ZANGANEH'S frivolous lien, the Buyers
18 were forced to pay an additional \$5,800.00 to hold their loan lock. **NRED0022; 0524-0535.**

19 **RESPONDENTS' RESPONSES AND ADDITIONAL STATEMENTS OF FACT**

20 43. On November 14, 2023, the Division issued open investigation letters to the
21 RESPONDENTS, seeking responses to Complainant Killackey's allegations and copies of any relevant
22 documents in their possession. **NRED0639-0640.**

23 44. On December 28, 2023, RESPONDENTS ZANGANEH and PRESCOTT-LARIVIERE
24 responded to the Division's open investigation letter with Declarations regarding their perspective of the
25 events that transpired and attaching the broker transaction file. **NRED0639-0781.**

26 45. The Division subsequently received Statements of Fact/Affidavits from 2nd sales agent
27 Jonny Long; clients/buyers Pamela Yager and Richard Penfil; seller Scott Likens, and loan officer Erik
28 Feldman. **NRED 0782-0847; 0848-0849; 0850-0853; 0854-0855.**

1 46. The Buyers stated in their affidavit that they essentially felt “abandoned” and Respondent
2 Zanganeh had lost the ability to close the transaction. They stated they were not ever informed that an
3 extension to their contract was refused by the seller. **NRED0848-0849**

4 47. On May 6, 2024, the Division sent NRS 233B letter via certified mail to the
5 RESPONDENTS, indicating that it had obtained sufficient evidence to commence disciplinary charges
6 and intended to seek a formal hearing before the Real Estate Commission. **NRED0856-0860.**

7 **VIOLATIONS OF LAW**

8 The RESPONDENTS committed the following violations of law:

9 1. The RESPONDENTS violated NRS 645.633(1)(i) pursuant to NAC 645.605(1) when
10 they willfully and knowingly presented an invalid Purchase Agreement on January 18, 2023, that did not
11 contain the loan contingency.

12 2. The RESPONDENTS violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) when
13 they withheld pertinent transaction details affecting both parties in the transaction by misrepresenting
14 that their January 18, 2023, RPA was not missing the Contingent Upon Sale Addendum, and by omitting
15 the contingency information when forwarding the pre-approval letter to seller’s agent.

16 3. The RESPONDENTS violated NRS 645.633(1)(h) pursuant to NRS 645.252(2) when
17 they failed to show reasonable skill and care with respect to all parties in the transaction by unnecessarily
18 delaying the transaction past contingencies deadlines due to failure to reply to urgent communications
19 from seller’s agent and the loan officer, resulting in a cancelled transaction.

20 4. RESPONDENT ZANGANEH violated NRS 645.633(1)(h) pursuant to NAC 645.605(6)
21 when he filed an improper mechanic’s lien against seller Likens although seller Likens was never
22 RESPONDENT’S client, forcing seller Likens to retain an attorney to assist in removing the lien and
23 causing the Buyers to spend additional funds to hold their loan lock.

24 **DISCIPLINE AUTHORIZED**

25 Pursuant to NRS 645.630, the Commission is empowered to impose an administrative fine of up
26 to \$10,000 per violation and suspend, revoke, or place conditions on RESPONDENT’S license if
27 warranted.

1 Additionally, under NRS 622.400, the Commission is authorized to impose costs of the
2 proceeding upon RESPONDENTS, including investigative costs and attorney's fees, if the Commission
3 otherwise imposes discipline on RESPONDENTS.

4 Therefore, the Division requests that the Commission take such disciplinary action as it deems
5 appropriate under the circumstances.

6 NOTICE OF HEARING

7 PLEASE TAKE NOTICE, that a disciplinary hearing has been set to consider the
8 Administrative Complaint against the above-named Respondent in accordance with Chapters 233B and
9 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada Administrative Code.

10 THE HEARING WILL TAKE PLACE on November 19, 2024, commencing at 9:00 a.m.,
11 or as soon thereafter as the Commission is able to hear the matter, and each day thereafter
12 commencing at 9:00 a.m. through November 21, 2024, or earlier if the business of the Commission
13 is concluded. The Commission meeting will be held on November 19, 2024, at the Nevada State
14 Business Center, 3300 West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102
15 with video conferencing to Nevada Division of Insurance, 1818 E. College Parkway, Suite 103,
16 Carson City, Nevada 89706. The meeting will continue on each day thereafter commencing at 9:00
17 a.m. through November 21, 2024, at the Nevada State Business Center, 3300 West Sahara Avenue,
18 4th Floor – Nevada Room, Las Vegas, Nevada 89102 with video conferencing to Nevada Division
19 of Insurance, 1818 E. College Parkway, Suite 103, Carson City, Nevada 89706, until the business
20 of the Commission is concluded.

21 STACKED CALENDAR: Your hearing is one of several hearings scheduled at the same
22 time as part of a regular meeting of the Commission that is expected to last from November 19,
23 2024, through November 21, 2024, or earlier if the business of the Commission is concluded. Thus,
24 your hearing may be continued until later in the day or from day to day. It is your responsibility
25 to be present when your case is called. If you are not present when your hearing is called, a default
26 may be entered against you and the Commission may decide the case as if all allegations in the
27 complaint were true. If you have any questions please call Kelly Valadez, Commission Coordinator
28 (702) 486-4606.

1 YOUR RIGHTS AT THE HEARING: except as mentioned below, the hearing is an open meeting
2 under Nevada's open meeting law and may be attended by the public. After the evidence and arguments,
3 the commission may conduct a closed meeting to discuss your alleged misconduct or professional
4 competence. You are entitled to a copy of the transcript of the open and closed portions of the meeting,
5 although you must pay for the transcription.

6 As the Respondent, you are specifically informed that you have the right to appear and be heard
7 in your defense, either personally or through your counsel of choice. At the hearing, the Division has the
8 burden of proving the allegations in the complaint and will call witnesses and present evidence against
9 you. You have the right to respond and to present relevant evidence and argument on all issues involved.
10 You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing
11 witnesses on any matter relevant to the issues involved.

12 You have the right to request that the Commission issue subpoenas to compel witnesses to testify
13 and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate
14 the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in
15 NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.875.

16 The purpose of the hearing is to determine if the Respondent has violated NAC 645 and/or NAC
17 645 and if the allegations contained herein are substantially proven by the evidence presented and to
18 further determine what administrative penalty is to be assessed against the RESPONDENT, if any,

19 ///

20 ///

21 ///

22 ///

23 ///

24

25

26

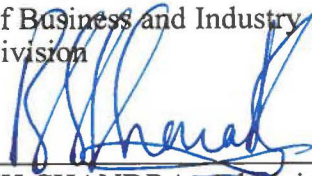
27

28

1 pursuant to NRS 645.235, 645.633 and/or 645.630.

2 DATED this 17 day of OCTOBER, 2024.

3 State of Nevada
4 Department of Business and Industry
Real Estate Division

5
6 By: 
SHARATH CHANDRA, Administrator
7 3300 West Sahara Avenue, Suite 350
8 Las Vegas, Nevada 89102

9 AARON D. FORD
Attorney General

10 By: /s/ Phil W. Su
11 PHIL W. SU (Bar No. 10450)
12 Senior Deputy Attorney General
1 State of Nevada Way, Ste. 100
13 Las Vegas, Nevada 89119
14 psu@ag.nv.gov
(702) 486-3655
15 *Attorney for Nevada Real Estate Division*