FLAG

BUREAU OF REAL ESTATE
1651 Exposition Blvd.
P. O. Box 137007
Sacramento, CA 95813-7007

Telephone: (916) 263-8670

FILED
FEB 10 2016
BUREAU OF REAL ESTATE
By L. Frost

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

To: BE CONNECTED USA and CYNTHIA FRITZ	NO. H-11941 SF ORDER TO DESIST AND REFRAIN (B&P Code Section 10086)

The Commissioner (hereinafter "Commissioner") of the California Bureau of Real Estate (hereinafter "Bureau") has caused an investigation to be made of the activities of BE CONNECTED USA (hereinafter "BE CONNECTED") and CYNTHIA FRITZ (hereinafter "FRITZ"). Based upon that investigation, the Commissioner has determined that BE CONNECTED and FRITZ have engaged in, are engaging in, or are attempting to engage in the business of, acting in the capacity of, and/or advertising or assuming to act as real estate brokers in the State of California within the meaning of Sections 10130 (acting as a real estate broker without a license) and 10131(a) (soliciting prospective sellers and purchasers of and/or soliciting and obtained listings of real property or a business opportunity) of the Business and Professions Code (hereinafter "Code").

///

///

///

Whenever acts referred to below are attributed to BE CONNECTED, those acts are alleged to have been done by BE CONNECTED, acting alone, or by and/or through one or more agents, associates, affiliates, and/or co-conspirators, or other names or fictitious names unknown at this time.

FINDINGS OF FACT

1. BE CONNECTED is Limited Liability Company existing under the laws of the State of California with its primary place of business located at 1702-L Meridian Ave., Suite 182, San Jose, CA 95125. At no time herein mentioned has BE CONNECTED been licensed by the Bureau in any capacity.

2. At no time herein mentioned has FRITZ been licensed by the Bureau in any capacity.

3. During the periods of time set forth below, BE CONNECTED and/or FRITZ individually and/or their officers, directors, employees, and/or agents employed by or associated with them solicited to do one or more of the following acts for another or others, for or in expectation of compensation: solicited prospective sellers and/or purchasers of and/or solicited and obtained listings of real property or a business opportunity under Section 10131(a) of the Code.

4. BE CONNECTED markets itself as a "relocation solutions" company. On the front page of their website at http://www.beconnectedusa, BE CONNECTED advertises: "We take care of your corporate and individual relocation needs." In the section of the website marked "Services," BE CONNECTED advertises "Home Finding Tours and Housing Market Research" and advertises they "can also provide home buying tours as well as custom tours and research." BE CONNECTED's website also touts that it can help the relocating family "find a knowledgeable individual . . . who knows the area well and in many cases has access to unlisted homes that are available to rent or purchase."

///

///

5. On or about March 3, 2013, BE CONNECTED and/or FRITZ solicited Gregory J., a prospective purchaser of real property in San Diego, California. After obtaining Gregory J.'s information, BE CONNECTED and/or FRITZ then contacted Tom C., a real estate salesperson working in San Diego, and offered Tom C. approximately $250 for Tom C. to show Gregory J. real property in San Diego. BE CONNECTED and/or FRITZ also made the acceptance by Tom C. of the $250 fee contingent upon the further acceptance of a referral agreement stating Tom C. agrees to the following Referral Acknowledgment and Acceptance Confirmation (hereinafter "Referral Agreement"):

> "In the even a sale or listing results from this referral as worded above (including a renter converting to a buyer) I agree to pay Alireza Farahani/Farahani Realty a minimum of 35% and a maximum 41% (depending on the referring party) of the commission paid for the referred side to the receiving broker before agents splits, payable at time of closing, and I agree to provide a copy of the closing statement within 3 business days."

6. On March 28, 2013, Claire C., broker of record for Tom C., signed the Referral Agreement. On or about July 31, 2013, Gregory J. purchased a home in San Diego in which transaction Tom C. served as the real estate salesperson for Gregory J. On July 31, 2013, Corinthian Title & Escrow issued a check for $19,031.21 to "Alireza Farahani/Farahani Realty" pursuant to the terms of the Referral Agreement outlined above.

7. On or about March 15, 2013, BE CONNECTED and/or FRITZ solicited Jaime S., a prospective purchaser of real property in San Jose, California. After obtaining Jaime S.'s information, BE CONNECTED and/or FRITZ then contacted Denise M., a real estate salesperson working in San Jose, and offered Denise M. approximately $250 for Denise M. to show Jaime S. real property in San Jose. BE CONNECTED and/or FRITZ also made the acceptance by Denise M. of the $250 fee contingent upon the further acceptance of a Referral Agreement stating Denise M. agrees to the following:

> "In the even a sale or listing results from this referral as worded above (including a renter converting to a buyer) I agree to pay Alireza Farahani/Farahani Realty a minimum of 35% and a maximum 41% (depending on the referring party) of the commission paid for the referred side to the receiving broker before agents splits,

payable at time of closing, and I agree to provide a copy of the closing statement within 3 business days."

8. On March 17, 2013, Denise M. signed the Referral Agreement. On or about June 5, 2013, Jamie S. purchased a home in San Jose in which transaction Denise M. served as the real estate salesperson for Jamie S. On May 24, 2013, First American Title Company issued a check for $10,740.63 to "Farahani Realty" pursuant to the terms of the Referral Agreement outlined above.

9. On or about March 21, 2013, BE CONNECTED and/or FRITZ solicited Daniel M., a prospective purchaser of real property in San Diego. After obtaining Daniel M.'s information, BE CONNECTED and/or FRITZ then contacted Tom C., a real estate salesperson working in San Jose, and offered Tom C. approximately $250 for Tom C. to show Daniel M. real property in San Diego. BE CONNECTED and/or FRITZ also made the acceptance by Tom C. of the $250 fee contingent upon the further acceptance of a Referral Agreement stating Tom C. agrees to the following:

> "In the even a sale or listing results from this referral as worded above (including a renter converting to a buyer) I agree to pay Alireza Farahani/Farahani Realty a minimum of 35% and a maximum 41% (depending on the referring party) of the commission paid for the referred side to the receiving broker before agents splits, payable at time of closing, and I agree to provide a copy of the closing statement within 3 business days."

10. On March 29, 2013, Tom C. signed a document entitled Agent Referral Agreement from Prudential California Realty indicting "Relocation" received a referral on March 25, 2013. The Agent Referral Agreement stated "[i]n accepting this referral, you agree to the following: 1) 35% referral fee off the top of the <u>ACTION SIDE COMMISSION</u> and a 75/25 agent split." On or about June 5, 2013, Daniel M. purchased a home in San Diego in which transaction Tom C. served as the real estate salesperson for Daniel M. On or about June 5, 2013, Legends Escrow Services Inc. issued a check for $6,781.25 to "Alireza Farahani/Farahani Realty" pursuant to the terms of the Referral Agreement and the Prudential California Realty's Agent Referral Agreement, as outlined above.

///

11. On or about June 27, 2013, BE CONNECTED and/or FRITZ solicited Krishna V., a prospective purchaser of real property in San Diego. After obtaining Krishna V.'s information, BE CONNECTED and/or FRITZ then contacted Tom C., a real estate salesperson working in San Jose, and offered Tom C. approximately $250 for Tom C. to show Daniel M. real property in San Deigo. BE CONNECTED and/or FRITZ also made the acceptance by Tom C. of the $250 fee contingent upon the further acceptance of a Referral Agreement stating Tom C. agrees to the following:

> "In the even a sale or listing results from this referral as worded above (including a renter converting to a buyer) I agree to pay Alireza Farahani/Farahani Realty a minimum of 35% and a maximum 41% (depending on the referring party) of the commission paid for the referred side to the receiving broker before agents splits, payable at time of closing, and I agree to provide a copy of the closing statement within 3 business days."

12. On August 6, 2013, Tom C. signed a document entitled Agent Referral Agreement from Prudential California Realty indicting "Relocation" received a referral on June 27, 2013. The Agent Referral Agreement stated "[i]n accepting this referral, you agree to the following: 1) 35% referral fee off the top of the ACTION SIDE COMMISSION and a 75/25 agent split." On or about September 3, 2013, Krishna V. purchased a home in San Diego in which transaction Tom C. served as the real estate salesperson for Krishna V. On or about September 4, 2013, San Dieguito Escrow Inc. issued a check for $6,212.50 to "Alireza Farahani" pursuant to the terms of the Referral Agreement and the Prudential California Realty's Agency Referral Agreement, as outlined above.

13. On or about April 4, 2013, BE CONNECTED and/or FRITZ solicited Sharon R., a prospective purchaser of real property in San Jose, California. After obtaining Sharon R.'s information, BE CONNECTED and/or FRITZ then contacted Steven M., a real estate salesperson working in San Jose, and offered Steven M. approximately $250 for Steven M. to show Sharon R. real property in San Jose. BE CONNECTED and/or FRITZ also made the

///

///

acceptance by Steven M. of the $250 fee contingent upon the further acceptance of a Referral Agreement stating Steven M. agrees to the following:

> "In the even a sale or listing results from this referral as worded above (including a renter converting to a buyer) I agree to pay Alireza Farahani/Farahani Realty a minimum of 35% and a maximum 41% (depending on the referring party) of the commission paid for the referred side to the receiving broker before agents splits, payable at time of closing, and I agree to provide a copy of the closing statement within 3 business days."

14. On April 4, 2013, Steven M. signed the Referral Agreement. On or about June 21, 2013, Sharon R. purchased a home in San Jose in which transaction Steve M. served as the real estate salesperson for Sharon R. On June 21, 2013, Old Republic Title Company issued a check for $9,100.00 to "Alireza Farahani" pursuant to the terms of the Referral Agreement outlined above.

CONCLUSIONS OF LAW

5. Based on the Findings of Fact contained above in Paragraphs 1 through 14, BE CONNECTED and/or FRITZ have performed and/or participated in real estate activities which require a real estate license under Code Sections 10130 and 10131(a) during a period of time when neither BE CONNECTED nor FRITZ was not licensed by the Bureau in any capacity.

DESIST AND REFRAIN ORDER

Based upon the Findings of Fact and Conclusions of Law stated herein, BE CONNECTED, FRITZ, and all agents, associates, affiliates, and/or co-conspirators, ARE HEREBY ORDERED to immediately Desist and Refrain from performing any acts within the State of California for which a real estate broker license is required, and in particular, to immediately Desist and Refrain from soliciting prospective sellers and/or purchasers of and/or soliciting and obtained listings of real property or a business opportunity under Section 10131(a) of the Code, unless and until you obtain an appropriate license issued by the Bureau.

///

///

immediately Desist and Refrain from soliciting prospective sellers and/or purchasers of and/or soliciting and obtained listings of real property or a business opportunity under Section 10131(a) of the Code, unless and until you obtain an appropriate license issued by the Bureau.

DATED: February 9, 2016

WAYNE S. BELL
REAL ESTATE COMMISSIONER

By: JEFFREY MASON
Chief Deputy Commissioner

- NOTICE -

Business and Professions Code Section 10139 provides that, "Any person acting as a real estate broker or real estate salesperson without a license or who advertises using words indicating that he or she is a real estate broker without being so licensed shall be guilty of a public offense punishable by a fine not exceeding twenty thousand dollars ($20,000), or by imprisonment in the county jail for a term not to exceed six months, or by both fine and imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars ($60,000) ..."