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1 CHERYL D. KEILY, SNB# 94008
Department of Real Estate
2 320 West Fourth Street, Ste. 350
Los Angeles, California 90013

3 Telephone: (213) 576-6982
4 (Direct) (213) 576-6905

FILED

AUG 12 2010

DEPARTMENT OF REAL ESTATE
BY: [Signature]

9 DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * * * *

12 In the Matter of the Accusation		No. H-36361 LA
		No. L-2010030250
13 INFINITY GROUP SERVICES;)		
14 and KAHRAM ZAMANI, indivi-)		<u>SECOND AMENDED ACCUSATION</u>
15 dually, and as designated)		
16 officer for Infinity Group)		
Services,)		<u>Hearing Date: Not Set</u>
17 Respondents.)		
_____)		

18
19 This Second Amended Accusation amends the First Amended
20 Accusation filed on August 4, 2010.

21 The Complainant, Maria Suarez, a Deputy Real Estate
22 Commissioner of the State of California, for cause of Accusation
23 against INFINITY GROUP SERVICES ("INFINITY") and KAHRAM ZAMANI
24 ("ZAMANI") is informed and alleges as follows:

25 1.

26 The Complainant, Maria Suarez, a Deputy Real Estate
27 Commissioner of the State of California, makes this Accusation in

her official capacity.

2.

INFINITY is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a real estate corporation acting by and through ZAMANI as its designated broker-officer.

3.

ZAMANI is presently licensed and/or has license rights under the Real Estate Law as a real estate broker and designated broker-officer of INFINITY.

4.

All further references to respondents herein include INFINITY and ZAMANI, and also include officers, directors, employees, agents and real estate licensees employed by or associated with INFINITY and ZAMANI, and who at all times herein mentioned were engaged in the furtherance of the business or operations of INFINITY and ZAMANI, and who were acting within the course and scope of their authority and employment.

5.

At all times relevant herein ZAMANI, as the officer designated by INFINITY pursuant to Section 10211 of the Code, was responsible for the supervision and control of the activities conducted on behalf of INFINITY by its officers and employees as necessary to secure full compliance with the Real Estate Law as set forth in Section 10159.2 of the Code.

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6.

ZAMANI ordered, caused, authorized or participated in the conduct of INFINITY, as is alleged in this Accusation.

7.

At all times mentioned herein Respondents engaged in the business of soliciting borrowers and lenders and negotiating the terms of loans secured by real property between borrowers and third party lenders for or in expectation of compensation, within the meaning of Code Section 10131(d).

8.

At all times mentioned herein Respondents engaged in the business of advance fee brokerage within the definition of Code Section 10131.2 by claiming, demanding, charging, receiving, collecting or contracting for the collection of an advance fee, within the meaning of Code Section 10026, in connection with any employment undertaken to obtain a loan or loans.

FIRST CAUSE OF ACCUSATION

(Advance Fee Violations pursuant to Section 10085 of the Code)

9.

Respondents engaged in advance fee activities including, but not limited to, the following loan activities with respect to loans which were secured by liens on real property:

a. On or about December 31, 2008, Kristi Hampton paid an advance fee of \$995 to INFINITY, which was using the name "Hope to Homeowners". The advance fee was collected pursuant to the provisions of an agreement pertaining to loan

1 solicitation, negotiation, and modification services to be
2 provided by INFINITY with respect to a loan secured by the real
3 property located at 14324 Squirrel Lane, Victorville, California
4 92394.

5 b. On or about January 10, 2009, after hearing an
6 advertisement on the radio station KFI for loan modification
7 services, Danny Walls paid an advance fee of \$995 to INFINITY,
8 which was using the name "Hope to Homeowners." The advance fee
9 was collected pursuant to the provisions of an agreement
10 pertaining to loan solicitation, negotiation, and modification
11 services to be provided by INFINITY with respect to a loan
12 secured by the real property located at 1083 North Glendora
13 Avenue, Covina, California 91724.

14 c. On or about January 30, 2009, after hearing an
15 advertisement on the radio station KFI for loan modification
16 services, Robert Stelmar paid an advance fee of \$995 to
17 INFINITY, which was using the name "Hope to Homeowners". The
18 advance fee was collected pursuant to the provisions of an
19 agreement pertaining to loan solicitation, negotiation, and
20 modification services to be provided by INFINITY with respect to
21 a loan secured by the real property located at 11668 Goldendale
22 Drive, La Mirada, California 90638.

23 d. On or about February 1, 2009, Andrew Carlson paid
24 an advance fee of \$995 to INFINITY. The advance fee was
25 collected pursuant to the provisions of an agreement pertaining
26 to loan solicitation, negotiation, and modification services to
27

1 be provided by INFINITY with respect to a loan secured by the
2 real property located at 10082 Palo Alto Street, Rancho
3 Cucamonga, California 91730.

4 e. On or about February 11, 2009, Irene Marcellus
5 paid an advance fee of \$995 to INFINITY using the name "Hope to
6 Homeowners". The advance fee was collected pursuant to the
7 provisions of an agreement pertaining to loan solicitation,
8 negotiation, and modification services to be provided by
9 INFINITY with respect to a loan secured by the real property
10 located at 14580 Ashton Court, Moreno Valley, California 92555.

11 f. On or about March 20, 2009, after hearing an
12 advertisement on the radio station KFI for mortgage refinancing
13 services, George Francis Sylvia paid \$995 to INFINITY, to obtain
14 refinancing of his mortgage loan. The advance fee was collected
15 pursuant to the provisions of an agreement pertaining to loan
16 solicitation, negotiation, and modification services to be
17 provided by INFINITY with respect to a loan secured by the real
18 property located at 14390 Oliver Street, Moreno Valley,
19 California 92555.

20
21 g. On or about March 30, 2009, Carol Fleming paid
22 \$995 to INFINITY, to obtain refinancing of her mortgage loan.
23 The advance fee was collected pursuant to the provisions of an
24 agreement pertaining to loan solicitation, negotiation, and
25 modification services to be provided by INFINITY with respect to
26 a loan secured by the real property located at 1239 N. Keystone
27 Street, Burbank, California 91506.

1 h. On or about April 1, 2009, Rebecca Reily paid an
2 advance fee of \$995 to INFINITY using the name "Hope to
3 Homeowners". The advance fee was collected pursuant to the
4 provisions of an agreement pertaining to loan solicitation,
5 negotiation, and modification services to be provided by
6 INFINITY with respect to a loan secured by the real property
7 located at 36580 Hilltop Lane, Murrieta, California 92563.

8 10.

9 Respondents collected the advance fees described in
10 Paragraph 9, above, pursuant to the provisions of an agreement
11 which constitutes an advance fee agreement within the meaning of
12 Code Sections 10026 and 10085.

13 11.

14 Respondents failed to submit the agreement and radio
15 advertising referred to in Paragraphs 9 and 10, above, to the
16 Commissioner ten days before using it in violation of Code
17 Section 10085 and Section 2970, Title 10, Chapter 6, Code of
18 Regulations ("Regulations").

19 12.

20 The conduct, acts and/or omissions of Respondents, as
21 set forth above, are cause for the suspension or revocation of
22 the licenses and license rights of Respondents pursuant to Code
23 Sections 10085, 10177(d) and/or 10177(g).

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SECOND CAUSE OF ACCUSATION

(Code Section 10176(a), 10176(b), 10176(i) and/or 10177(j))

13.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 12, above.

14.

Respondents collected the advance fees described in Paragraphs 9 and 10, above, without performing the services for which the advance fees were paid, and, further, in a manner that mislead the individuals as to the nature of the services Respondents agreed to perform.

15.

The conduct, acts and/or omissions of Respondents as described herein above, constitute making a substantial misrepresentation, the making of false promise(s) of a character likely to influence, persuade or induce, and/or fraud or dishonest dealing, and is cause for the suspension or revocation of all real estate licenses and license rights of Respondents under the provisions of Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

THIRD CAUSE OF ACCUSATION
(Audit Violations)

16.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 15, above.

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17.

1 On or about October 30, 2009, the Department completed
2 an audit examination of the books and records of INFINITY
3 pertaining to the real estate activities described in Paragraphs
4 7 and 8, above, covering a period from May 1, 2006, to July 31,
5 2009.
6

7 18.

8 At all times mentioned herein, and in connection with
9 the activities described in Paragraphs 7 and 8, above, INFINITY
10 accepted or received funds, including advance fees to be held in
11 trust ("trust funds") from or on behalf of actual or prospective
12 parties to transactions handled by INFINITY, and thereafter made
13 deposits and/or disbursements of such funds. From time-to-time
14 herein mentioned during the audit period, said trust funds were
15 deposited into a bank account maintained by Respondent as
16 follows:
17

18 Account Name: "Infinity Group Services
19 Infinity Group Services" "TA #1"
20 Account No. 83230425
21 Bank Name: East West Bank
22 Signatories: Kahram Zamani
 Brian Goshert
 Agnes Bugarin

23 19.

24 The audit examination revealed violations of the Code
25 and the Regulations, as set forth in the following paragraphs,
26 and more fully discussed in Audit Report No. LA 080299 and the
27 exhibits and work papers attached to the audit report:

1 (a) Permitted, allowed or caused the withdrawal or
2 disbursement of trust funds from TA #1 so that as of July 31,
3 2009, the trust account had a shortage of \$79,347.80.
4 Respondents caused, permitted and/or allowed said withdrawal or
5 disbursement of trust funds from account TA #1 so that the total
6 of aggregate funds remaining in the trust account was less than
7 the existing aggregate trust fund liability of Respondent
8 INFINITY to every principal who was an owner of said funds
9 without first obtaining the prior written consent of the owners
10 of said funds in violation of Code Section 10145 and Section
11 2832.1 of the Regulations.

12 (b) Failed to maintain a complete, accurate and
13 continuous control record in the form of a columnar record in
14 chronological order of all trust funds received, deposited and
15 disbursed in violation of Code Section 10145 and Section 2831 of
16 the Regulations.

17 (c) Failed to maintain a separate record for each
18 beneficiary of trust funds or transaction showing a running
19 balance after each transaction was posted in violation of Code
20 Section 10145 and Section 2831.1 of the Regulations.

21 (d) Failed to perform a monthly reconciliation of the
22 balance of all separate beneficiary or transaction records
23 maintained pursuant to Section 2831.1 of the Regulations with the
24 record of all trust funds received and disbursed in connection
25 with TA #1 in violation of Code Section 10145 and Section 2831.2
26 of the Regulations.
27

1 (e) Permitted two unlicensed persons, Brian Goshert
2 and Agnes Bugarin, whose fidelity bonds were not in compliance
3 with the Rules and Regulations of the Commissioner in that the
4 bonds had deductibles of \$15,000, to be authorized signatories on
5 account TA #1 in violation of Code Section 10145 and Section 2834
6 of the Regulations.

7 (f) Commingled trust funds from TA #1 with general
8 funds without proof that the disbursed trust funds had been
9 earned by INFINITY in violation of Code Sections 10145 and
10 10176(e), and Section 2835 of the Regulations.

11 (g) Accepted trust funds and transferred the trust
12 funds to INFINITY's general accounts (business accounts)
13 resulting in the balance of those accounts being reduced to an
14 amount less than the amount of trust funds deposited to the
15 general accounts (business accounts). The balance in the trust
16 account should have been \$79,600 as of July 31, 2009, but the
17 bank statement balance was only \$252.20 while the balance in the
18 general accounts (business accounts) had an aggregate balance of
19 \$56,975.31. The foregoing constitutes a conversion of funds and
20 violates Code Sections 10145 and 10177(j).

21 (h) Collected advance fees from borrowers in
22 connection with INFINITY's loan modification activities without
23 maintaining and providing accounting content to the borrowers
24 which shows the services to be rendered, the trust account the
25 funds were deposited to and details of how the funds were
26 disbursed in violation of Code Section 10146 and Section 2972 of
27 the Regulations.

1 (i) Failed to maintain the original salesperson
2 license certificate for Tyrone James de Wale, License #01251166,
3 at INFINITY's main business location in violation of Code section
4 10160 and Section 2753 of the Regulations.

5 (j) Failed to maintain a written broker-salesman
6 agreement with its salesperson, Tyrone James de Wale, in
7 violation of Code Section 10177(h) and Section 2726 of the
8 Regulations.

9 (k) Failed to timely notify the Department of the
10 employment and termination of salespersons as is required by Code
11 Section 10161.8 and Section 2752 of the Regulations.

12 (l) Failed to retain all records of INFINITY's loan
13 modification activities during the audit period including deposit
14 slips, itemized deposit and disbursement records, cancelled
15 checks for commissions paid to salespersons and refunds to
16 borrowers, proof of submission of application package to lenders
17 with respect to files placed in "started" status on its
18 Modification Log, proof that refunds were not made, and the
19 script(s) used for loan modification advertising materials in
20 violation of Code Section 10148.

21 (m) ZAMANI failed to have a system in place for
22 regularly monitoring compliance with the Real Estate Law,
23 particularly with respect to establishing systems, policies and
24 procedures to review trust fund handling in violation of Code
25 Sections 10159.2 and 10177(h) and Section 2725 of the
26 Regulations.

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DISCIPLINE STATUTES AND REGULATIONS

20.

The conduct of INFINITY and ZAMANI described in Paragraph 19, above, violated the Code and the Regulations as set forth below:

<u>PARAGRAPH</u>	<u>PROVISIONS VIOLATED</u>
19 (a)	Code Section 10145 and Section 2832.1 of the Regulations
19 (b)	Code Section 10145 and Section 2831 of the Regulations
19 (c)	Code Section 10145 and Section 2831.1 of the Regulations
19 (d)	Code Section 10145 and Section 2831.2 of the Regulations
19 (e)	Code Section 10145 and Section 2834 of the Regulations
19 (f)	Code Sections 10176(e) and 10145 and Section 2835 of the Regulations
19 (g)	Code Sections 10145 and 10177(j)
19 (h)	Code Section 10146 and Section 2972 of the Regulations
19 (i)	Code Section 10160 and Section 2753 of the Regulations

1 19(j) Code Section 10177(h) and Section
2 2726 of the Regulations
3 19(k) Code Section 10161.8 and Section
4 2752 of the Regulations
5 19(l) Code Section 10148
6 19(m) Code Sections 10159.2 and 10177(h)
7 and Section 2725 of the Regulations

8
9 21.

10 The foregoing violations, as set forth hereinabove,
11 constitute cause for the suspension or revocation of the real
12 estate licenses and license rights of INFINITY and ZAMANI under
13 the provisions of Code Sections 10177(d) for violation of the
14 Real Estate Law and/or 10177(g) for negligence or incompetence,
15 and Code Sections 10176(e) for commingling, 10177(j) for
16 conversion, and 10177(h) for failure to adequately supervise.

17
18 FOURTH CAUSE OF ACCUSATION
19 (Unlicensed Activity)

20 22.

21 Complainant hereby incorporates by reference the
22 allegations set forth in Paragraphs 1 through 21, above.

23 23.

24 The activities described in Paragraph 9, supra, require
25 a real estate license under Sections 10131(d) and 10131.2 of the
26 Code. Respondents violated Section 10137 of the Code by
27 employing and/or compensating individuals who were not licensed

1 as a real estate salesperson or as a broker to perform activities
2 requiring a license as follows:

3 a. Respondents employed and/or compensated Kirk
4 Knepper to perform some or all of the services alleged in
5 Paragraph 9, subsection (a), above, though he was not licensed as
6 a real estate salesperson or broker.

7 b. Respondents employed and/or compensated Arthur R.
8 Mack to perform some or all of the services alleged in Paragraph
9 9, subsection (b), above, though he was not at the time licensed
10 as a real estate salesperson or broker.

11 c. Respondents employed and/or compensated Scott
12 Anderson to perform some or all of the services alleged in
13 Paragraph 9, subsection (c), above, though he was not licensed as
14 a real estate salesperson or broker.

15 d. Respondents employed and/or compensated Nicholas J.
16 Van Vranken Green to perform some or all of the services alleged
17 in Paragraph 9, subsection (f), above, though he was not at the
18 time licensed as a real estate salesperson or broker.

19 e. Respondents employed and/or compensated Jared
20 Sherman to perform some or all of the services alleged in
21 Paragraph 9, subsection (g), above, though he was not licensed as
22 a real estate salesperson or broker.

23 f. Respondents employed and/or compensated Mark
24 Christopher Baltes to perform some or all of the services alleged
25 in Paragraph 9, subsection (h), above, though he was not at that
26 time licensed as a real estate salesperson or broker.
27

24.

1 The conduct, acts and/or omissions of Respondents
2 INFINITY and ZAMANI, as set forth in Paragraph 23, above, violate
3 Code Section 10137, and are cause for the suspension or
4 revocation of the licenses and license rights of Respondents
5 pursuant to Code Sections 10137, 10177(d) and/or 10177(g).
6

7 FOURTH CAUSE OF ACCUSATION

8 (Use of Unauthorized Fictitious Business Name)

9 25.

10 Complainant hereby incorporates by reference the
11 allegations set forth in Paragraphs 1 through 24, above.

12 26.

13 Use of a fictitious business name for activities
14 requiring the issuance of a real estate license requires the
15 filing of an application for the use of such name with the
16 Department of Real Estate ("Department") in accordance with the
17 provisions of Code Section 10159.5.

18 27.

19 Respondents acted without Department authorization in
20 using the fictitious business name "Hope to Homeowners" to engage
21 in activities requiring the issuance of a real estate license.
22

23 28.

24 The conduct, acts and/or omissions of Respondents, as
25 set forth in Paragraph 27, above, violate Code Section 10159.5
26 and Section 2731 of the Regulations, and are cause for the
27 suspension or revocation of the licenses and license rights of

1 INFINITY and ZAMANI pursuant to Code Sections 10177(d) and/or
2 10177(g).

3 FIFTH CAUSE OF ACCUSATION
4 (Failure to Supervise)

5 29.

6 Complainant hereby incorporates by reference the
7 allegations set forth in Paragraphs 1 through 28, above.

8 30.

9 ZAMANI ordered, caused, authorized or participated in
10 the conduct of INFINITY, as is alleged in this Accusation.

11 31.

12 The conduct, acts and/or omissions of ZAMANI, in
13 allowing INFINITY to violate the Real Estate Law, as set forth
14 above, constitutes a failure by ZAMANI, as the officer designated
15 by a corporate broker licensee, to exercise the supervision and
16 control over the activities of INFINITY, as required by Code
17 Section 10159.2, and is cause to suspend or revoke the real
18 estate licenses and license rights of ZAMANI under Code Sections
19 10177(d), 10177(g) and/or 10177(h).

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all the licenses and license rights of Respondent
5 INFINITY GROUP SERVICES and Respondent KAHRAM ZAMANI under the
6 Real Estate Law (Part 1 of Division 4 of the Business and
7 Professions Code), and for such other and further relief as may
8 be proper under other applicable provisions of law.

9 Dated at Los Angeles, California

10 this 12th day of August, 2010.

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15 Maria Suarez
16 Deputy Real Estate Commissioner
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25 cc: Infinity Group Services
26 Kahram Zamani
27 Maria Suarez
Sacto.
Michael J. Khouri, Esq.
OAH

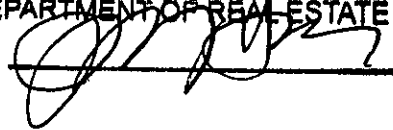
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12 In the Matter of the Accusation		No. H-36361 LA
		No. L-2010030250
13 INFINITY GROUP SERVICES;)		
14 and KAHRAM ZAMANI, indivi-)		<u>FIRST AMENDED ACCUSATION</u>
15 dually, and as designated)		
16 officer for Infinity Group)		
17 Services,)		
		<u>Hearing Date:</u> August 11,
18 Respondents.)		2010, to August 13, 2010

18 This First Amended Accusation amends the Accusation
19 filed on November 19, 2009.

20 The Complainant, Maria Suarez, a Deputy Real Estate
21 Commissioner of the State of California, for cause of Accusation
22 against INFINITY GROUP SERVICES ("INFINITY") and KAHRAM ZAMANI
23 ("ZAMANI") is informed and alleges as follows:

24 1.

25 The Complainant, Maria Suarez, a Deputy Real Estate
26 Commissioner of the State of California, makes this Accusation in
27

her official capacity.

2.

Respondent INFINITY is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"); as a real estate corporation acting by and through Respondent ZAMANI as its designated broker-officer.

3.

Respondent ZAMANI is presently licensed and/or has license rights under the Real Estate Law as a real estate broker and designated broker-officer of Respondent INFINITY.

4.

All further references to respondents herein include Respondents INFINITY and ZAMANI, and also include officers, directors, employees, agents and real estate licensees employed by or associated with INFINITY and ZAMANI, and who at all times herein mentioned were engaged in the furtherance of the business or operations of Respondents INFINITY and ZAMANI, and who were acting within the course and scope of their authority and employment.

5.

At all times relevant herein Respondent ZAMANI, as the officer designated by Respondent INFINITY pursuant to Section 10211 of the Code, was responsible for the supervision and control of the activities conducted on behalf of Respondent INFINITY by its officers and employees as necessary to secure

1 full compliance with the Real Estate Law as set forth in Section
2 10159.2 of the Code.

3 6.

4 Respondent ZAMANI ordered, caused, authorized or
5 participated in the conduct of Respondent INFINITY, as is alleged
6 in this Accusation.

7 7.

8 At all times mentioned herein Respondents engaged in
9 the business of soliciting borrowers and lenders and negotiating
10 the terms of loans secured by real property between borrowers and
11 third party lenders for or in expectation of compensation, within
12 the meaning of Code Section 10131(d).

13 8.

14 At all times mentioned herein Respondents engaged in
15 the business of advance fee brokerage within the definition of
16 Code Section 10131.2 by claiming, demanding, charging, receiving,
17 collecting or contracting for the collection of an advance fee,
18 within the meaning of Code Section 10026, in connection with any
19 employment undertaken to obtain a loan or loans.
20

21 FIRST CAUSE OF ACCUSATION

22 (Advance Fee Violations pursuant to Section 10085 of the Code)

23 9.

24 Respondents engaged in advance fee activities
25 including, but not limited to, the following loan activities with
26 respect to loans which were secured by liens on real property:

27 a. On or about December 31, 2008, Kristi Hampton

1 paid an advance fee of \$995 to Respondent INFINITY, which was
2 using the name "Hope to Homeowners". The advance fee was
3 collected pursuant to the provisions of an agreement pertaining
4 to loan solicitation, negotiation, and modification services to
5 be provided by INFINITY with respect to a loan secured by the
6 real property located at 14324 Squirrel Lane, Victorville,
7 California 92394.

8 b. On or about January 10, 2009, after hearing an
9 advertisement on the radio station KFI for loan modification
10 services, Danny Walls paid an advance fee of \$995 to Respondent
11 INFINITY, which was using the name "Hope to Homeowners." The
12 advance fee was collected pursuant to the provisions of an
13 agreement pertaining to loan solicitation, negotiation, and
14 modification services to be provided by INFINITY with respect to
15 a loan secured by the real property located at 1083 North
16 Glendora Avenue, Covina, California 91724.

17 c. On or about January 30, 2009, after hearing an
18 advertisement on the radio station KFI for loan modification
19 services, Robert Stelmar paid an advance fee of \$995 to
20 INFINITY, which was using the name "Hope to Homeowners". The
21 advance fee was collected pursuant to the provisions of an
22 agreement pertaining to loan solicitation, negotiation, and
23 modification services to be provided by INFINITY with respect to
24 a loan secured by the real property located at 11668 Goldendale
25 Drive, La Mirada, California 90638.

26
27 d. On or about February 1, 2009, Andrew Carlson paid

1 an advance fee of \$995 to INFINITY. The advance fee was
2 collected pursuant to the provisions of an agreement pertaining
3 to loan solicitation, negotiation, and modification services to
4 be provided by INFINITY with respect to a loan secured by the
5 real property located at 10082 Palo Alto Street, Rancho
6 Cucamonga, California 91730.

7 e. On or about February 11, 2009, Irene Marcellus
8 paid an advance fee of \$995 to INFINITY using the name "Hope to
9 Homeowners". The advance fee was collected pursuant to the
10 provisions of an agreement pertaining to loan solicitation,
11 negotiation, and modification services to be provided by
12 INFINITY with respect to a loan secured by the real property
13 located at 14580 Ashton Court, Moreno Valley, California 92555.

14 f. On or about March 20, 2009, after hearing an
15 advertisement on the radio station KFI for mortgage refinancing
16 services, George Francis Sylvia paid \$995 to INFINITY, to obtain
17 refinancing of his mortgage loan. The advance fee was collected
18 pursuant to the provisions of an agreement pertaining to loan
19 solicitation, negotiation, and modification services to be
20 provided by INFINITY with respect to a loan secured by the real
21 property located at 14390 Oliver Street, Moreno Valley,
22 California 92555.

24 g. On or about March 30, 2009, Carol Fleming paid
25 \$995 to INFINITY, to obtain refinancing of her mortgage loan.
26 The advance fee was collected pursuant to the provisions of an
27 agreement pertaining to loan solicitation, negotiation, and

1 modification services to be provided by INFINITY with respect to
2 a loan secured by the real property located at 1239 N. Keystone
3 Street, Burbank, California 91506.

4 h. On or about April 1, 2009, Rebecca Reily paid an
5 advance fee of \$995 to INFINITY using the name "Hope to
6 Homeowners". The advance fee was collected pursuant to the
7 provisions of an agreement pertaining to loan solicitation,
8 negotiation, and modification services to be provided by
9 INFINITY with respect to a loan secured by the real property
10 located at 36580 Hilltop Lane, Murrieta, California 92563.

11 10.

12 Respondents collected the advance fees described in
13 Paragraph 9, above, pursuant to the provisions of an agreement
14 which constitutes an advance fee agreement within the meaning of
15 Code Sections 10026 and 10085.

16 11.

17 Respondents failed to submit the agreement and radio
18 advertising referred to in Paragraphs 9 and 10, above, to the
19 Commissioner ten days before using it in violation of Code
20 Section 10085 and Section 2970, Title 10, Chapter 6, Code of
21 Regulations ("Regulations").

22 12.

23 The conduct, acts and/or omissions of Respondents, as
24 set forth above, are cause for the suspension or revocation of
25 the licenses and license rights of Respondents pursuant to Code
26 Sections 10085, 10177(d) and/or 10177(g).
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SECOND CAUSE OF ACCUSATION

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(Code Section 10176(a), 10176(b), 10176(i) and/or 10177(j))

13.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 12, above.

14.

Respondents collected the advance fees described in Paragraphs 9 and 10, above, without performing the services for which the advance fees were paid, and, further, in a manner that mislead the individuals as to the nature of the services Respondents agreed to perform.

15.

The conduct, acts and/or omissions of Respondents as described herein above, constitute making a substantial misrepresentation, the making of false promise(s) of a character likely to influence, persuade or induce, and/or fraud or dishonest dealing, and is cause for the suspension or revocation of all real estate licenses and license rights of Respondents under the provisions of Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

THIRD CAUSE OF ACCUSATION
(Unlicensed Activity)

16.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 15, above.

///

1
2 The activities described in Paragraph 9, supra, require
3 a real estate license under Sections 10131(d) and 10131.2 of the
4 Code. Respondents violated Section 10137 of the Code by
5 employing and/or compensating individuals who were not licensed
6 as a real estate salesperson or as a broker to perform activities
7 requiring a license as follows:

8 a. Respondents employed and/or compensated Kirk
9 Knepper to perform some or all of the services alleged in
10 Paragraph 9, subsection (a), above, though he was not licensed as
11 a real estate salesperson or broker.

12 b. Respondents employed and/or compensated Arthur R.
13 Mack to perform some or all of the services alleged in Paragraph
14 9, subsection (b), above, though he was not at the time licensed
15 as a real estate salesperson or broker.

16 c. Respondents employed and/or compensated Scott
17 Anderson to perform some or all of the services alleged in
18 Paragraph 9, subsection (c), above, though he was not licensed as
19 a real estate salesperson or broker.

20 d. Respondents employed and/or compensated Nicholas J.
21 Van Vranken Green to perform some or all of the services alleged
22 in Paragraph 9, subsection (f), above, though he was not at the
23 time licensed as a real estate salesperson or broker.

24 e. Respondents employed and/or compensated Jared
25 Sherman to perform some or all of the services alleged in
26
27

1 Paragraph 9, subsection (g), above, though he was not licensed as
2 a real estate salesperson or broker.

3 f. Respondents employed and/or compensated Mark
4 Christopher Baltes to perform some or all of the services alleged
5 in Paragraph 9, subsection (h), above, though he was not at that
6 time licensed as a real estate salesperson or broker.

7 18.

8 The conduct, acts and/or omissions of Respondents
9 INFINITY and ZAMANI, as set forth in Paragraph 17, above, violate
10 Code Section 10137, and are cause for the suspension or
11 revocation of the licenses and license rights of Respondents
12 pursuant to Code Sections 10137, 10177(d) and/or 10177(g).

13 FOURTH CAUSE OF ACCUSATION

14 (Use of Unauthorized Fictitious Business Name)

15 19.

16 Complainant hereby incorporates by reference the
17 allegations set forth in Paragraphs 1 through 18, above.

18 20.

19 Use of a fictitious business name for activities
20 requiring the issuance of a real estate license requires the
21 filing of an application for the use of such name with the
22 Department of Real Estate ("Department") in accordance with the
23 provisions of Code Section 10159.5.

24 21.

25 Respondents acted without Department authorization in
26 using the fictitious business name "Hope to Homeowners" to engage
27

1 in activities requiring the issuance of a real estate license.

2 22.

3 The conduct, acts and/or omissions of Respondents, as
4 set forth in Paragraphs 19 through 21, above, violate Code
5 Section 10159.5 and Section 2731 of the Regulations, and are
6 cause for the suspension or revocation of the licenses and
7 license rights of Respondent INFINITY and Respondent ZAMANI
8 pursuant to Code Sections 10177(d) and/or 10177(g).

9 FIFTH CAUSE OF ACCUSATION
10 (Failure to Supervise)

11 23.

12 Complainant hereby incorporates by reference the
13 allegations set forth in Paragraphs 1 through 22, above.

14 24.

15 Respondent ZAMANI ordered, caused, authorized or
16 participated in the conduct of Respondent INFINITY, as is alleged
17 in this Accusation.

18 25.

19 The conduct, acts and/or omissions, of Respondent
20 ZAMANI, in allowing Respondent INFINITY to violate the Real
21 Estate Law, as set forth above, constitutes a failure by
22 Respondent ZAMANI, as the officer designated by a corporate
23 broker licensee, to exercise the supervision and control over the
24 activities of Respondent INFINITY, as required by Code Section
25 10159.2, and is cause to suspend or revoke the real estate
26

27

1 licenses and license rights of Respondent ZAMANI under Code
2 Sections 10177(d), 10177(g) and/or 10177(h).

3 WHEREFORE, Complainant prays that a hearing be
4 conducted on the allegations of this Accusation and that upon
5 proof thereof, a decision be rendered imposing disciplinary
6 action against all the licenses and license rights of Respondent
7 INFINITY GROUP SERVICES and Respondent KAHRAM ZAMANI under the
8 Real Estate Law (Part 1 of Division 4 of the Business and
9 Professions Code), and for such other and further relief as may
10 be proper under other applicable provisions of law.

11 Dated at Los Angeles, California

12 this 3rd day of August, 2010.

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16 
17 Maria Suarez
18 Deputy, Real Estate Commissioner
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23
24

25 cc: Infinity Group Services
26 Kahram Zamani
27 Maria Suarez
Sacto.
OAH

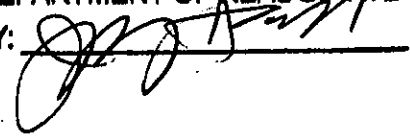
1 CHERYL D. KEILY, SNB# 94008
2 Department of Real Estate
3 320 West Fourth Street, Ste. 350
4 Los Angeles, California 90013

5 Telephone: (213) 576-6982
6 (Direct) (213) 576-6905

FILED

NOV 19 2009

DEPARTMENT OF REAL ESTATE

BY: 

9 DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * * * *

12 In the Matter of the Accusation

No. H-36361 LA

13	INFINITY GROUP SERVICES;)	<u>A C C U S A T I O N</u>
14	and KAHRAM ZAMANI, indivi-)	
15	dually, and as designated)	
16	officer for Infinity Group)	
17	Services,)	
18)	
19	Respondents.)	
20	<hr/>		

21 The Complainant, Maria Suarez, a Deputy Real Estate
22 Commissioner of the State of California, for cause of Accusation
23 against INFINITY GROUP SERVICES ("INFINITY") and KAHRAM ZAMANI
24 ("ZAMANI") is informed and alleges as follows:

25 1.

26 The Complainant, Maria Suarez, a Deputy Real Estate
27 Commissioner of the State of California, makes this Accusation in
her official capacity.

2.

1 Respondent INFINITY is presently licensed and/or has
2 license rights under the Real Estate Law (Part 1 of Division 4 of
3 the Business and Professions Code, hereinafter "Code"), as a real
4 estate corporation acting by and through Respondent ZAMANI as its
5 designated broker-officer.
6

3.

7 Respondent ZAMANI is presently licensed and/or has
8 license rights under the Real Estate Law as a real estate broker
9 and designated broker-officer of Respondent INFINITY.
10

4.

11 All further references to respondents herein include
12 Respondents INFINITY and ZAMANI, and also include officers,
13 directors, employees, agents and real estate licensees employed
14 by or associated with INFINITY and ZAMANI, and who at all times
15 herein mentioned were engaged in the furtherance of the business
16 or operations of Respondents INFINITY and ZAMANI, and who were
17 acting within the course and scope of their authority and
18 employment.
19

5.

20 At all times relevant herein Respondent ZAMANI, as the
21 officer designated by Respondent INFINITY pursuant to Section
22 10211 of the Code, was responsible for the supervision and
23 control of the activities conducted on behalf of Respondent
24 INFINITY by its officers and employees as necessary to secure
25 full compliance with the Real Estate Law as set forth in Section
26 10159.2 of the Code.
27

6.

1 Respondent ZAMANI ordered, caused, authorized or
2 participated in the conduct of Respondent INFINITY, as is alleged
3 in this Accusation.
4

5 FIRST CAUSE OF ACCUSATION
6 (Advance Fee Violation)

7.

7 At all times mentioned herein, in the State of
8 California, Respondents engaged in the business of claiming,
9 demanding, charging, receiving, collecting or contracting for the
10 collection of advance fees, within the meaning of Code Section
11 10026, including, but not limited to, the following loan
12 activities with respect to loans which were secured by liens on
13 real property:
14

15 a. On or about December 31, 2008, Kristi Hampton
16 paid an advance fee of \$995 to Respondent INFINITY, which was
17 using the name "Hope to Homeowners". The advance fee was
18 collected pursuant to the provisions of an agreement pertaining
19 to loan solicitation, negotiation, and modification services to
20 be provided by INFINITY with respect to a loan secured by the
21 real property located at 14324 Squirrel Lane, Victorville,
22 California 92394.

23 b. On or about January 10, 2009, after hearing an
24 advertisement on the radio station KFI for loan modification
25 services, Danny Walls paid an advance fee of \$995 to Respondent
26 INFINITY, which was using the name "Hope to Homeowners." The
27 advance fee was collected pursuant to the provisions of an

1 agreement pertaining to loan solicitation, negotiation, and
2 modification services to be provided by INFINITY with respect to
3 a loan secured by the real property located at 1083 North
4 Glendora Avenue, Covina, California 91724.

5 c. On or about January 30, 2009, after hearing an
6 advertisement on the radio station KFI for loan modification
7 services, Robert Stelmar paid an advance fee of \$995 to
8 INFINITY, which was using the name "Hope to Homeowners". The
9 advance fee was collected pursuant to the provisions of an
10 agreement pertaining to loan solicitation, negotiation, and
11 modification services to be provided by INFINITY with respect to
12 a loan secured by the real property located at 11668 Goldendale
13 Drive, La Mirada, California 90638.

14 d. On or about February 1, 2009, Andrew Carlson paid
15 an advance fee of \$995 to INFINITY. The advance fee was
16 collected pursuant to the provisions of an agreement pertaining
17 to loan solicitation, negotiation, and modification services to
18 be provided by INFINITY with respect to a loan secured by the
19 real property located at 10082 Palo Alto Street, Rancho
20 Cucamonga, California 91730.

21 e. On or about February 11, 2009, Irene Marcellus
22 paid an advance fee of \$995 to INFINITY using the name "Hope to
23 Homeowners". The advance fee was collected pursuant to the
24 provisions of an agreement pertaining to loan solicitation,
25 negotiation, and modification services to be provided by
26 INFINITY with respect to a loan secured by the real property
27

1 located at 14580 Ashton Court, Moreno Valley, California 92555.

2 f. On or about March 20, 2009, after hearing an
3 advertisement on the radio station KFI for mortgage refinancing
4 services, George Francis Sylvia paid \$995 to INFINITY, to obtain
5 refinancing of his mortgage loan. The advance fee was collected
6 pursuant to the provisions of an agreement pertaining to loan
7 solicitation, negotiation, and modification services to be
8 provided by INFINITY with respect to a loan secured by the real
9 property located at 14390 Oliver Street, Moreno Valley,
10 California 92555.

11 g. On or about March 30, 2009, Carol Fleming paid
12 \$995 to INFINITY, to obtain refinancing of her mortgage loan.
13 The advance fee was collected pursuant to the provisions of an
14 agreement pertaining to loan solicitation, negotiation, and
15 modification services to be provided by INFINITY with respect to
16 a loan secured by the real property located at 1239 N. Keystone
17 Street, Burbank, California 91506.

18 h. On or about April 1, 2009, Rebecca Reily paid an
19 advance fee of \$995 to INFINITY using the name "Hope to
20 Homeowners". The advance fee was collected pursuant to the
21 provisions of an agreement pertaining to loan solicitation,
22 negotiation, and modification services to be provided by
23 INFINITY with respect to a loan secured by the real property
24 located at 36580 Hilltop Lane, Murrieta, California 92563.
25

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27 ///

8.

1 Respondents collected the advance fees described in
2 Paragraph 7, above, pursuant to the provisions of a written
3 agreement which constitutes an advance fee agreement within the
4 meaning of Code Section 10085.
5

9.

6 Respondents failed to submit the written agreement and
7 radio advertising referred to in Paragraphs 7 and 8, above, to
8 the Commissioner ten days before using it in violation of Code
9 Section 10085 and Section 2970, Title 10, Chapter 6, Code of
10 Regulations ("Regulations").
11

10.

12 The conduct, acts and/or omissions of Respondents, as
13 set forth above, are cause for the suspension or revocation of
14 the licenses and license rights of Respondent pursuant to Code
15 Sections 10085, 10177(d) and/or 10177(g).
16
17

18 SECOND CAUSE OF ACCUSATION
19 (Unlicensed Activity)

11.

20 Complainant hereby incorporates by reference the
21 allegations set forth in Paragraphs 1 through 10, above.
22

12.

23 The activities described in Paragraph 7, supra, require
24 a real estate license under Sections 10131(d) and 10131.2 of the
25 Code. Respondents violated Section 10137 of the Code by
26 employing and/or compensating individuals who were not licensed
27

1 as a real estate salesperson or as a broker to perform activities
2 requiring a license as follows:

3 a. Respondents employed and/or compensated Kirk
4 Knepper to perform some or all of the services alleged in
5 Paragraph 7, subsection (a), above, though he was not licensed as
6 a real estate salesperson or broker.

7 b. Respondents employed and/or compensated Arthur R.
8 Mack to perform some or all of the services alleged in Paragraph
9 7, subsection (b), above, though he was not at the time licensed
10 as a real estate salesperson or broker.

11 c. Respondents employed and/or compensated Scott
12 Anderson to perform some or all of the services alleged in
13 Paragraph 7, subsection (c), above, though he was not licensed as
14 a real estate salesperson or broker.

15 d. Respondents employed and/or compensated Nicholas J.
16 Van Vranken Green to perform some or all of the services alleged
17 in Paragraph 7, subsection (f), above, though he was not at the
18 time licensed as a real estate salesperson or broker.

19 e. Respondents employed and/or compensated Jared
20 Sherman to perform some or all of the services alleged in
21 Paragraph 7, subsection (g), above, though he was not licensed as
22 a real estate salesperson or broker.

23 f. Respondents employed and/or compensated Mark
24 Christopher Baltes to perform some or all of the services alleged
25 in Paragraph 7, subsection (h), above, though he was not at that
26 time licensed as a real estate salesperson or broker.
27

13.

1 The conduct, acts and/or omissions of Respondents
2 INFINITY and ZAMANI, as set forth in Paragraph 12, above, violate
3 Code Section 10137, and are cause for the suspension or
4 revocation of the licenses and license rights of Respondents
5 pursuant to Code Sections 10137, 10177(d) and/or 10177(g).
6

7 THIRD CAUSE OF ACCUSATION
8 (Use of Unauthorized Fictitious Business Name)

9 14.

10 Complainant hereby incorporates by reference the
11 allegations set forth in Paragraphs 1 through 13, above.

12 15.

13 Use of a fictitious business name for activities
14 requiring the issuance of a real estate license requires the
15 filing of an application for the use of such name with the
16 Department of Real Estate ("Department") in accordance with the
17 provisions of Code Section 10159.5.

18 16.

19 Respondents acted without Department authorization in
20 using the fictitious business name "Hope to Homeowners" to engage
21 in activities requiring the issuance of a real estate license.

22 17.

23 The conduct, acts and/or omissions of Respondents, as
24 set forth in Paragraphs 15 and 16, above, violate Code Section
25 10159.5 and Section 2731 of the Regulations, and are cause for
26 the suspension or revocation of the licenses and license rights
27

1 of Respondent INFINITY and Respondent ZAMANI pursuant to Code
2 Sections 10177(d) and/or 10177(g).

3 FOURTH CAUSE OF ACCUSATION
4 (Failure to Supervise)

5 18.

6 Complainant hereby incorporates by reference the
7 allegations set forth in Paragraphs 1 through 17, above.

8 19.

9 Respondent ZAMANI ordered, caused, authorized or
10 participated in the conduct of Respondent INFINITY, as is alleged
11 in this Accusation.

12 20.

13 The conduct, acts and/or omissions, of Respondent
14 ZAMANI, in allowing Respondent INFINITY to violate the Real
15 Estate Law, as set forth above, constitutes a failure by
16 Respondent ZAMANI, as the officer designated by a corporate
17 broker licensee, to exercise the supervision and control over the
18 activities of Respondent INFINITY, as required by Code Section
19 10159.2, and is cause to suspend or revoke the real estate
20 licenses and license rights of Respondent ZAMANI under Code
21 Sections 10177(d), 10177(g) and/or 10177(h).

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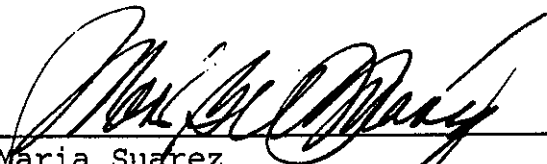
26 ///

27

1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all the licenses and license rights of Respondent
5 INFINITY GROUP SERVICES and Respondent KAHRAM ZAMANI under the
6 Real Estate Law (Part 1 of Division 4 of the Business and
7 Professions Code), and for such other and further relief as may
8 be proper under other applicable provisions of law.

9 Dated at Los Angeles, California

10 this 17th day of November, 2009.

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14 
15 Maria Suarez
16 Deputy Real Estate Commissioner
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23

24 cc: Infinity Group Services
25 Kahram Zamani
26 Maria Suarez
27 Sacto.