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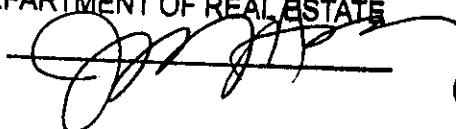
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FILED

JAN 25 2012

DEPARTMENT OF REAL ESTATE

BY: 

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11	In the Matter of the Accusation of)	No. H-37518 LA
12)	
13	GREG A. TOMASYAN,)	<u>FIRST AMENDED</u>
14	Respondent.)	<u>ACCUSATION</u>
15)	

16 This First Amended Accusation amends the Accusation
17 filed on September 12, 2011.

18 The Complainant, Robin Trujillo, a Deputy Real Estate
19 Commissioner of the State of California, for cause of Accusation
20 against GREG A. TOMASYAN, aka "Greg Tomasyan" (hereinafter
21 "TOMASYAN"), is informed and alleges as follows:

22 1.

23 The Complainant, Robin Trujillo, a Deputy Real Estate
24 Commissioner of the State of California, makes this Accusation
25 in her official capacity.

26 2.

27 TOMASYAN is presently licensed and/or has license

1 rights under the Real Estate Law (Part 1 of Division 4 of the
2 Business and Professions Code, hereinafter "Code"), as a real
3 estate broker.

4 3.

5 Unless otherwise specified, at the time of the
6 transactions mentioned herein TOMASYAN was employed as a broker
7 associate for Town Center Realty Inc. ("Town Center"), a
8 licensed real estate corporation, and for its designated
9 officer, Brian De Rosayro ("Rosayro"), a licensed real estate
10 broker. Neither Town Center nor Rosayro had knowledge of the
11 facts set forth below.

12 The Azarian Transaction

13 4.

14 On or about June 11, 2010, during the course of a
15 meeting between TOMASYAN and Alex Azarian and Nga Azarian (the
16 "Azarians"), TOMASYAN made the following representations to the
17 Azarians:

18 (a) that the Azarians should consider selling their
19 property located at 8033 Jayseel Street, Sunland, California
20 (the "Azarian Property") in a short sale because the appraised
21 value of the Azarian Property was less than the total amount of
22 the encumbrances; and

23 (b) that in order to obtain the bank's approval for a
24 short sale the Azarians needed to make it appear as though they
25 had no assets by permitting TOMASYAN to record a trust deed
26 against the Azarians Property falsely stating that the Azarians
27

1 owed money to TOMASYAN. TOMASYAN further represented to the
2 Azarians that they should give whatever cash they had to him,
3 and that he, TOMASYAN, would return it to them after the Azarian
4 Property was sold at a short sale.

5 5.

6 In reliance on TOMASYAN's representations, as alleged
7 in Paragraph 4, above, on or about June 14, 2010, the Azarians
8 executed a promissory note in the amount of \$90,000 made payable
9 to TOMASYAN as well as a trust deed on the Azarian Property as
10 security for the payment of the \$90,000 promissory note given to
11 TOMASYAN. Thereafter, on or about June 16, 2010, the trust deed
12 was recorded as a lien on the Azarian Property.

13 6.

14 In reliance on TOMASYAN's representations, as alleged
15 in Paragraph 4, above, and in response to his demand therefor,
16 on or about June 14, 2010, at a Chase Bank in La Crescenta,
17 California, Nga Azarian gave TOMASYAN a \$49,500 cashier's check
18 made payable to "Greg Tomasyan."
19

20 7.

21 In reliance on TOMASYAN's representations, as alleged
22 in Paragraph 4, above, and in response to his demand therefor,
23 on or about June 15, 2010, at a Chase Bank in Tujunga,
24 California, Nga Azarian gave TOMASYAN a \$30,000 cashier's check
25 made payable to "Greg Tomasyan."
26

27 8.

In or around the end of June, 2010, TOMASYAN returned

1 \$10,000 of the Azarians' \$79,500 to them.

2 9.

3 On or about July 7, 2010, TOMASYAN disclosed to the
4 Azarians that he had gambled away the balance of the money he
5 had received from them.

6 10.

7 TOMASYAN's representations as alleged in Paragraph 4,
8 above, were false and fraudulent and made with the sole intent
9 of fraudulently inducing the Azarians to turn their property
10 over to him to permit TOMASYAN to convert the Azarian property
11 to his own use and benefit.

12 11.

13 Despite the Azarians' demand to TOMASYAN for the
14 return of the \$79,500 the Azarians paid to him, only \$10,000 of
15 that sum has been returned.

16 Stan Sitnitskiy Transaction

17 12.

18 On or about June 21, 2010, Stan Sitnitskiy
19 ("Sitnitskiy") executed an offer to purchase the property
20 located at 6643 Riverton Avenue, North Hollywood (the "Riverton
21 Property"). In connection with the foregoing offer TOMASYAN
22 acted as the agent for both Sitnitskiy and the seller, and
23 represented to Sitnitskiy that he, TOMASYAN, was doing so as a
24 broker associate with Town Center. TOMASYAN further represented
25 to Sitnitskiy that Glen Oaks Escrow would be the escrow holder
26 for the purchase and sale transaction.
27

13.

1 On or about June 22, 2010, at the instruction of
2 TOMASYAN, Sitnitskiy gave TOMASYAN two cashier's checks. One
3 check was in the amount of \$10,000 and made payable to Glen Oaks
4 Escrow, and the other was for \$25,000 and made payable to "Greg
5 Tomasyan." TOMASYAN represented to Sitnitskiy that the \$10,000
6 check would be deposited into escrow, and that the check for
7 \$25,000 would be deposited to the trust account for Town Center
8 to be held for use in Sitnitskiy's purchase of the Riverton
9 Property. An addendum was made to the purchase and sale
10 agreement acknowledging the foregoing agreement.
11

12 14.

13 On or about June 24, 2010, unbeknownst to Sitnitskiy,
14 the check for \$25,000 described in Paragraph 13, above, was
15 endorsed over to the Commerce Casino General Account, and then
16 to "Greg Tomasyan."
17

18 15.

19 On or about June 28, 2010, TOMASYAN returned the
20 \$10,000 check described in Paragraph 13, above, to Sitnitskiy
21 with the instruction that Sitnitskiy instead give TOMASYAN a
22 cashier's check made payable to "Greg Tomasyan" in the amount of
23 \$41,000. TOMASYAN represented that the \$41,000 check would be
24 deposited to the trust account of Town Center for Sitnitskiy's
25 purchase of the Riverton Property. An addendum was made to the
26 purchase and sale agreement acknowledging the foregoing
27 agreement.

16.

1 Thereafter, TOMASYAN endorsed the \$41,000 check
2
3 described in Paragraph 15, above, to The Commerce Casino General
4 Account and then to "Greg Tomasyan."

5 17.

6 TOMASYAN's representations as alleged in Paragraphs 13
7 and 15, above, were false and fraudulent in that TOMASYAN had no
8 intention of depositing any portion of Sitnitskiy's funds into
9 escrow or into the trust account of Town Center.

10 18.

11 TOMASYAN's representations were made with the intent
12 to fraudulently induce Sitnitskiy to give him the total sum of
13 \$66,000 so as to permit TOMASYAN to convert Sitnitskiy's
14 property to his own use and benefit.

15 19.

16 Despite Sitnitskiy's demand to TOMASYAN for the return
17 of the \$66,000 Sitnitskiy gave to TOMASYAN no portion of
18 Sitnitskiy's funds have been returned to him.

19 Natalia Sarkisian Transaction

20 20.

21 On or about January 31, 2011, TOMASYAN filed a
22 fictitious business name statement in the Los Angeles County
23 Recorder's Office for the name "G-MAX ESTATES AND FINE
24 PROPERTIES" ("G-MAX"). G-MAX is not a fictitious business name
25 of TOMASYAN, or any other broker, authorized by the Department.
26 Neither is G-MAX licensed by the California Department of
27

1 Corporations or by the California Department of Insurance.

2 21.

3 At the time of the events alleged in the Natalia
4 Sarkisian transaction, below, TOMASYAN was not associated with
5 Town Center or Rosayro. Neither Town Center nor Rosayro had
6 knowledge of the events set forth below.

7 22.

8 In or around August, 2011, Natalia Sarkisian
9 ("Sarkisian") requested that TOMASYAN locate two residential
10 properties available for her to purchase.

11 23.

12 On or about August 7, 2011, TOMASYAN showed Sarkisian
13 the property located at 411 East Fairview Avenue, #203,
14 Glendale, California 91207 ("Fairview Property"). At that time
15 TOMASYAN made the following representations to Sarkisian:

16 a. that he, TOMASYAN, was the listing agent for the
17 Fairview Property;

18 b. that the list price of the Fairview Property was
19 \$205,000;

20 c. that Sarkisian would be required to make a down
21 payment of \$41,000, which is equal to 20% of the purchase price;

22 d. that the down payment must be by cashier's check
23 made out to G-MAX and referenced as "Escrow-Joe Barton"; and

24 e. that G-MAX would act as the escrow holder.

25
26 ///

27 ///

24.

1
2 On or about August 8, 2011, in reliance on TOMASYAN's
3 representations, Sarkisian executed the purchase agreement for
4 the Fairview Property, and at the instruction of TOMASYAN gave
5 TOMASYAN a cashier check in the amount of \$41,000 made payable
6 to G-MAX as the down payment for the purchase of the Fairview
7 Property.

8 25.

9 On or about August 13, 2011, TOMASYAN showed Sarkisian
10 the property located at 1801 263rd Street, #122, Lomita,
11 California 90717 ("Lomita Property"), which was listed for sale
12 by a broker other than TOMASYAN. At that time TOMASYAN
13 represented to Sarkisian that she should offer \$300,000 to
14 purchase the Lomita Property. Sarkisian executed a purchase
15 agreement and provided TOMASYAN with her personal check for
16 \$20,000 which was made payable to "Escrow."
17

18 26.

19 On or about August 14, 2011, TOMASYAN represented to
20 Sarkisian that the seller of the Lomita Property counter offered
21 with a price of \$305,000, and that she would be required to make
22 a down payment of \$90,000, or 30% of the sales price. Sarkisian
23 executed an addendum to the purchase agreement which showed the
24 new purchase price of \$305,000.

25 27.

26 On or about August 19, 2011, in reliance on TOMASYAN's
27 representations and according to TOMASYAN's instructions,

1 Sarkisian gave TOMASYAN four separate cashier's checks, each of
2 which was made payable to G-MAX, and when totaled together
3 equaled \$90,000.

4 28.

5 On or about September 20, 2011, TOMASYAN made the
6 following representations to Sarkisian:

7 a. that Sarkisian would need to pay the additional sum
8 of \$20,500 to bring her down payment on the Fairview Property to
9 30% of the purchase price in order to enable Sarkisian to obtain
10 the best possible loan; and

11 b. that Sarkisian would be required to deposit to
12 escrow closing costs of \$2,713.40 for the Fairview Property, and
13 closing costs of \$2,306.58 for the Lomita Property.

14 29.

15 On or about September 21, 2011, in reliance on
16 TOMASYAN's representations as set forth in Paragraph 28, above,
17 Sarkisian gave TOMASYAN three separate cashier's checks made
18 payable to G-MAX and in the following amounts: \$20,500 [Fairview
19 Property]; \$2,713.40 [Fairview Property]; and \$2,306.58 [Lomita
20 Property].
21

22 30.

23 On or about October 3, 2011, Sarkisian learned that
24 TOMASYAN had failed to communicate to her lender that she had
25 entered into agreements for the purchase of the Fairview and the
26 Lomita Properties.

27 ///

31.

1 On or about October 18, 2011, Sarkisian told TOMASYAN
2 that she wished to cancel both purchase transactions. In
3 response TOMASYAN represented to Sarkisian that her deposits
4 totaling \$156,519.98 had been deposited to an escrow trust
5 account of G-MAX, and that her funds would be returned to her.
6

7 32.

8 On or about October 27, 2011, TOMASYAN admitted to
9 Sarkisian that he no longer had her funds, and that he had lost
10 all of Sarkisian's money gambling in Las Vegas. Sarkisian
11 subsequently learned that TOMASYAN had personally cashed each of
12 the checks she had given to him to be deposited into escrow to
13 carry out Sarkisian's purchases of the Fairview and Lomita
14 Properties.
15

16 33.

17 TOMASYAN's representations as alleged in Paragraphs
18 23, 26, 28 and 31, above, were false and fraudulent in that
19 TOMASYAN had no intention of depositing any portion of
20 Sarkisian's funds into an escrow account.
21

22 34.

23 TOMASYAN's representations were made with the intent
24 to fraudulently induce Sarkisian to give him the total sum of
25 \$156,519.98 so as to permit TOMASYAN to convert Sarkisian's
26 property to his own use and benefit.
27

35.

Despite Sarkisian's demand to TOMASYAN for the return

1 of the \$156,519.98 Sarkisian entrusted to TOMASYAN no portion of
2 Sarkisian's funds have been returned to her.

3 36.

4 The conduct, acts and/or omissions of TOMASYAN as
5 described herein above, constitute making a substantial
6 misrepresentation, the making of false promise(s)
7 of a character likely to influence, persuade or induce, and/or
8 fraud or dishonest dealing, and is cause for the suspension or
9 revocation of all real estate licenses and license rights of
10 Respondent under the provisions of Code Sections 10176(a),
11 10176(g), 10176(i) and/or 10177(j).

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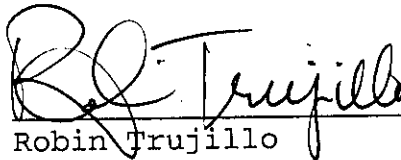
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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all the licenses and license rights of Respondent
5 GREG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

9 Dated at Los Angeles, California

10 this 24 day of January, 2012.

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13 

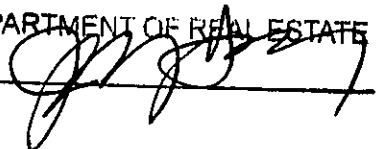
14 Robin Trujillo
15 Deputy Real Estate Commissioner
16
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24

25 cc: GREG A. TOMASYAN
26 Robin Trujillo
27 Sacto.

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2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013-1105
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FILED

SEP 12 2011

DEPARTMENT OF REAL ESTATE
BY: 

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

11 In the Matter of the Accusation of) No. H- 37518 LA
12)
13 GREG A. TOMASYAN,) A C C U S A T I O N
14 Respondent:)
_____)

15
16 The Complainant, Robin Trujillo, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against GREG A. TOMASYAN, aka "Greg Tomasyan" (hereinafter
19 "TOMASYAN"), is informed and alleges as follows:

20 1.

21 The Complainant, Robin Trujillo, a Deputy Real Estate
22 Commissioner of the State of California, makes this Accusation
23 in her official capacity.

24 2.

25 TOMASYAN is presently licensed and/or has license
26 rights under the Real Estate Law (Part 1 of Division 4 of the
27 Business and Professions Code, hereinafter "Code"), as a real

1 estate broker.

2 3.

3 At the times mentioned herein TOMASYAN was employed as
4 a broker associate for Town Center Realty Inc. ("Town Center"),
5 a licensed real estate corporation, and for its designated
6 officer, Brian De Rosayro ("Rosayro"), a licensed real estate
7 broker. Neither Town Center nor Rosayro had knowledge of the
8 facts set forth below.

9 The Azarian Transaction

10 4.

11 On or about June 11, 2010, during the course of a
12 meeting between TOMASYAN and Alex Azarian and Nga Azarian (the
13 "Azarians"), TOMASYAN made the following representations to the
14 Azarians:

15 (a) that the Azarians should consider selling their
16 property located at 8033 Jayseel Street, Sunland, California
17 (the "Azarian Property") in a short sale because the appraised
18 value of the Azarian Property was less than the total amount of
19 the encumbrances; and

20
21 (b) that in order to obtain the bank's approval for a
22 short sale the Azarians needed to make it appear as though they
23 had no assets by permitting TOMASYAN to record a trust deed
24 against the Azarians Property falsely stating that the Azarians
25 owed money to TOMASYAN. TOMASYAN further represented to the
26 Azarians that they should give whatever cash they had to him,
27 and that he, TOMASYAN, would return it to them after the Azarian

1 Property was sold at a short sale.

2 5.

3 In reliance on TOMASYAN's representations, as alleged
4 in Paragraph 4, above, on or about June 14, 2010, the Azarians
5 executed a promissory note in the amount of \$90,000 made payable
6 to TOMASYAN as well as a trust deed on the Azarian Property as
7 security for the payment of the \$90,000 promissory note given to
8 TOMASYAN. Thereafter, on or about June 16, 2010, the trust deed
9 was recorded as a lien on the Azarian Property.

10 6.

11 In reliance on TOMASYAN's representations, as alleged
12 in Paragraph 4, above, and in response to his demand therefor,
13 on or about June 14, 2010, at a Chase Bank in La Crescenta,
14 California, Nga Azarian gave TOMASYAN a \$49,500 cashier's check
15 made payable to "Greg Tomasyan."

16 7.

17 In reliance on TOMASYAN's representations, as alleged
18 in Paragraph 4, above, and in response to his demand therefor,
19 on or about June 15, 2010, at a Chase Bank in Tujunga,
20 California, Nga Azarian gave TOMASYAN a \$30,000 cashier's check
21 made payable to "Greg Tomasyan."

22 8.

23 In or around the end of June, 2010, TOMASYAN returned
24 \$10,000 of the Azarians' \$79,500 to them.

25 ///

26 ///

9.

1 On or about July 7, 2010; TOMASYAN disclosed to the
2 Azarians that he had gambled away the balance of the money he
3 had received from them.
4

5 10.

6 TOMASYAN's representations as alleged in Paragraph 4,
7 above, were false and fraudulent and made with the sole intent
8 of fraudulently inducing the Azarians to turn their property
9 over to him to permit TOMASYAN to convert the Azarian property
10 to his own use and benefit.
11

12 11.

13 Despite the Azarians' demand to TOMASYAN for the
14 return of the \$79,500 the Azarians paid to him, only \$10,000 of
15 that sum has been returned.
16

17 Stan Sitnitskiy Transaction

18 12.

19 On or about June 21, 2010, Stan Sitnitskiy
20 ("Sitnitskiy") executed an offer to purchase the property
21 located at 6643 Riverton Avenue, North Hollywood (the "Riverton
22 Property"). In connection with the foregoing offer TOMASYAN
23 acted as the agent for both Sitnitskiy and the seller, and
24 represented to Sitnitskiy that he, TOMASYAN, was doing so as a
25 broker associate with Town Center. TOMASYAN further represented
26 to Sitnitskiy that Glen Oaks Escrow would be the escrow holder
27 for the purchase and sale transaction.

///

13.

1 On or about June 22, 2010, at the instruction of
2 TOMASYAN, Sitnitskiy gave TOMASYAN two cashier's checks. One
3 check was in the amount of \$10,000 and made payable to Glen Oaks
4 Escrow, and the other was for \$25,000 and made payable to "Greg
5 Tomasyan." TOMASYAN represented to Sitnitskiy that the \$10,000
6 check would be deposited into escrow, and that the check for
7 \$25,000 would be deposited to the trust account for Town Center
8 to be held for use in Sitnitskiy's purchase of the Riverton
9 Property. An addendum was made to the purchase and sale
10 agreement acknowledging the foregoing agreement.
11

12 14.

13 On or about June 24, 2010, unbeknownst to Sitnitskiy,
14 the check for \$25,000 described in Paragraph 13, above, was
15 endorsed over to the Commerce Casino General Account, and then
16 to "Greg Tomasyan."
17

18 15.

19 On or about June 28, 2010, TOMASYAN returned the
20 \$10,000 check described in Paragraph 13, above, to Sitnitskiy
21 with the instruction that Sitnitskiy instead give TOMASYAN a
22 cashier's check made payable to "Greg Tomasyan" in the amount of
23 \$41,000. TOMASYAN represented that the \$41,000 check would be
24 deposited to the trust account of Town Center for Sitnitskiy's
25 purchase of the Riverton Property. An addendum was made to the
26 purchase and sale agreement acknowledging the foregoing
27 agreement.

16.

1 Thereafter, TOMASYAN endorsed the \$41,000 check
2
3 described in Paragraph 15, above, to The Commerce Casino General
4 Account and then to "Greg Tomasyan."

17.

5
6 TOMASYAN's representations as alleged in Paragraphs 13
7 and 15, above, were false and fraudulent in that TOMASYAN had no
8 intention of depositing any portion of Sitnitskiy's funds into
9 escrow or into the trust account of Town Center.

18.

10
11 TOMASYAN's representations were made with the intent
12 to fraudulently induce Sitnitskiy to give him the total sum of
13 \$66,000 so as to permit TOMASYAN to convert Sitnitskiy's
14 property to his own use and benefit.

19.

15
16 Despite Sitnitskiy's demand to TOMASYAN for the return
17 of the \$66,000 Sitnitskiy gave to TOMASYAN no portion of
18 Sitnitskiy's funds have been returned to him.

20.

21 The conduct, acts and/or omissions of TOMASYAN as
22 described herein above, constitute making a substantial
23 misrepresentation, the making of false promise(s)
24 of a character likely to influence, persuade or induce, and/or
25 fraud or dishonest dealing, and is cause for the suspension or
26 revocation of all real estate licenses and license rights of
27 of Respondent under the provisions of Code Sections 10176(a),

10176(g), 10176(i), and/or 10177(j).

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 GREG A. TOMASYAN under the Real Estate Law (Part 1 of Division 4
6 of the Business and Professions Code), and for such other and
7 further relief as may be proper under other applicable
8 provisions of law.
9

10 Dated at Los Angeles, California

11 this 9 day of September, 2011.
12

13 
14 _____
15 Robin Trujillo
16 Deputy Real Estate Commissioner
17
18
19
20
21
22
23
24
25

26 cc: GREG A. TOMASYAN
27 Robin Trujillo
Sacto.