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14 Attorneys for Plaintiff  
 FEDERAL TRADE COMMISSION

15

16 UNITED STATES DISTRICT COURT  
 17 CENTRAL DISTRICT OF CALIFORNIA  
 SOUTHERN DIVISION

18 FEDERAL TRADE COMMISSION,

19 Plaintiff

20 v.

21 INFINITY GROUP SERVICES,  
 a corporation, also d/b/a IGS, Hope to  
 22 Homeowners, ASKIGS, and  
 23 ASKIGS, Inc; and

24 KAHRAM ZAMANI, individually and  
 25 as an officer of Infinity Group Services,

26 Defendants.  
 27  
 28

FILED

2009 AUG 26 AM 10:48  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 SANTA ANA

SACV09-00977 DOC (MLGx)

Case No.

COMPLAINT FOR  
 INJUNCTIVE AND  
 OTHER EQUITABLE  
 RELIEF

1 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

2 1. The FTC brings this action under Section 13(b) of the Federal Trade  
3 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain temporary,  
4 preliminary, and permanent injunctive relief, rescission or reformation of contracts,  
5 restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other  
6 equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the  
7 FTC Act, 15 U.S.C. § 45(a).

8  
9 **JURISDICTION AND VENUE**

10 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
11 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

12 3. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and  
13 15 U.S.C. § 53(b).

14  
15 **PLAINTIFF**

16 4. The FTC is an independent agency of the United States Government  
17 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC  
18 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
19 affecting commerce.

20 5. The FTC is authorized to initiate federal district court proceedings, by  
21 its own attorneys, to enjoin violations of the FTC Act and to secure such equitable  
22 relief as may be appropriate in each case, including restitution and disgorgement.  
23 15 U.S.C. §§ 53(b), 56(a)(2)(A).

24  
25 **DEFENDANTS**

26 6. Defendant Infinity Group Services (“Infinity”), also doing business as  
27 IGS, Hope to Homeowners, ASKIGS, and ASKIGS, Inc., is a California  
28 corporation with its principal place of business at 163 Technology Drive West, 1<sup>st</sup>

1 Floor, Irvine, California 92618. Infinity transacts or has transacted business in  
2 this District and throughout the United States. At all times material to this  
3 Complaint, acting alone or in concert with others, Infinity has advertised,  
4 marketed, or sold mortgage loan modification services and mortgage loan  
5 refinancing services to consumers throughout the United States.

6 7. Defendant Kahram Zamani (“Zamani”) is the CEO, President,  
7 Secretary, Director, and majority owner of Infinity. At all times material to this  
8 Complaint, acting alone or in concert with others, he has formulated, directed,  
9 controlled, had the authority to control, or participated in the acts and practices set  
10 forth in this Complaint. Zamani resides in this District and in connection with the  
11 matters alleged herein, transacts or has transacted business in this District and  
12 throughout the United States.

13  
14 **COMMERCE**

15 8. At all times material to this Complaint, Defendants have maintained a  
16 substantial course of trade in or affecting commerce, as “commerce” is defined in  
17 Section 4 of the FTC Act, 15 U.S.C. § 44.

18  
19 **DEFENDANTS’ BUSINESS PRACTICES**

20 9. During the period November 2008 to February 2009, Defendants  
21 engaged in a course of conduct to advertise, market, offer to sell, and sell purported  
22 mortgage loan modification services to consumers. Defendants touted the United  
23 States Department of Housing and Urban Development’s (HUD) Hope for  
24 Homeowners mortgage modification program. Defendants marketed their services  
25 to homeowners who were in financial distress, delinquent on their mortgage loans,  
26 or in danger of losing their homes to foreclosure. Defendants charged consumers  
27 an up-front fee of \$995 for their mortgage loan modification services.

1 10. Defendants conducted an extensive advertising campaign using radio  
2 advertisements to promote their \$995 mortgage loan modification services. These  
3 advertisements directed homeowners who were struggling to pay their mortgages  
4 to call Defendants' toll-free telephone number or to visit Defendants' Web site at  
5 www.hopetohomeowners.com. The Web site urged consumers to call the toll-free  
6 number for a consultation.

7 11. During the sales calls, Defendants' representatives collected  
8 information from consumers, including details about the consumers' mortgages  
9 and financial situation. Defendants' representatives typically promised consumers  
10 that Defendants would help modify consumers' mortgage loans to make their  
11 payments more affordable.

12 12. In numerous instances, Defendants' representatives told consumers  
13 that Defendants had a very high success rate in obtaining loan modifications.

14 13. In numerous instances, Defendants' representatives told consumers  
15 that if Defendants did not obtain a loan modification, consumers were entitled to a  
16 full refund of the \$995 up-front fee.

17 14. Consumers were required to pay the up-front fee of \$995 before  
18 Defendants began the loan modification process. Consumers were also required to  
19 fill out an application and return it to Defendants.

20 15. In numerous instances, after consumers paid Defendants' up-front fee,  
21 Defendants failed to answer or return consumers' telephone calls or provide  
22 updates about the status of consumers' loan modifications. In other instances,  
23 Defendants misrepresented to consumers that negotiations were proceeding  
24 smoothly or that lenders were the cause for delay.

25 16. In numerous instances, Defendants failed to obtain mortgage loan  
26 modifications. Some consumers who paid for Defendants' services have been able  
27 to obtain mortgage loan modifications and avoid foreclosure only through their  
28 own efforts and not because of any service provided, or promised, by Defendants.

1 17. In numerous instances, consumers who did not obtain loan  
2 modifications encountered difficulty in obtaining promised refunds. In many  
3 instances, consumers who received refunds did so only after making repeated  
4 requests or complaining to entities such as the Better Business Bureau of the  
5 Southland, the California Attorney General, or the FTC. In many instances,  
6 Defendants have not provided refunds to consumers.

7 18. In February 2009, Defendants ceased offering loan modification  
8 services. However, Defendants' discontinuance of mortgage loan modification  
9 services may be temporary in nature. Recently, one of Defendants' representatives  
10 stated that Defendants may resume offering loan modification services in the near  
11 future.

12 19. When they ceased promoting mortgage loan modifications,  
13 Defendants began focusing their marketing efforts on mortgage refinancing. In  
14 radio advertisements and on a Web site at [www.askigs.com](http://www.askigs.com), Defendants offer  
15 mortgage loan refinancing for a "flat fee" of \$995. Consumers are provided with a  
16 toll free number to call if they are interested in refinancing their mortgage loans.

17 20. Defendants' sale pitch is similar to the one they used for their  
18 mortgage modification services. During the sales calls, Defendants'  
19 representatives collect information from consumers, including details about the  
20 consumers' existing mortgages and financial status.

21 21. In numerous instances, Defendants' representatives tell consumers  
22 that the \$995 up-front fee is the only charge for the consumers' refinancing.

23 22. In numerous instances, after consumers pay Defendants' up-front fee,  
24 Defendants fail to answer or return consumers' telephone calls or provide updates  
25 about the status of consumers' mortgage refinancing. In other instances,  
26 Defendants misrepresent to consumers that the refinancing is proceeding smoothly.

27 23. In numerous instances, Defendants fail to obtain mortgage loan  
28 refinancing for consumers for the promised \$995 flat fee.

1 24. In some instances, consumers are contacted by Defendants and  
2 informed that there are substantial fees, ranging from \$2,000 to \$15,000, in  
3 addition to the \$995 flat fee. In other instances, consumers actually “close” on  
4 their loans, but are later told by Defendants that the loan will not be funded.

5 25. Nevertheless, Defendants continue to advertise flat fee loans on their  
6 Web site.

7 26. Consumers who have not obtained mortgage refinancing for the  
8 promised \$995 up-front fee encounter difficulty in obtaining refunds. In many  
9 instances, consumers who received refunds did so only after making repeated  
10 requests or complaining to entities such as the Better Business Bureau, the  
11 California Attorney General, or the FTC. In many instances, Defendants have not  
12 provided refunds to consumers.

13 27. Defendants’ Internet Web site contains a disclaimer that is of limited  
14 relevance to Defendants’ misrepresentations. The bulk of consumer complainants  
15 heard about Defendants’ refinancing offer on a radio commercial that does not  
16 contain a disclaimer. In any event, the Web site disclaimer is ineffective.

17 28. Defendants inserted an asterisk near the prominently displayed \$995  
18 flat fee mortgage loan refinancing offer on their Web site. Consumers who  
19 examine the remainder of the Web site page will first see Defendants’  
20 representation that: “IGS has no HIDDEN FEE COSTS. We’ve waived all the fees  
21 you have been accustomed to paying on a refinance.” [Emphasis in original.]  
22 Consumers who view this statement are unlikely to read further. However, if they  
23 do, they encounter a multi-line footnote in a much smaller font. At the end of the  
24 footnote, the Web site states: “Rates, Fees and Terms are subject to change.  
25 Finance terms subject to underwriting approval and restrictions do apply.”

26 29. The vague disclaimer is ineffective and does not remedy the  
27 misrepresentations made in Defendants’ Web site. It is not presented in a clear and  
28 prominent manner, and it is inconsistent with the core elements of the ad.

1 30. Defendants have further reinforced their deceptive representations  
2 throughout the marketing process.

3  
4 **VIOLATIONS OF THE FTC ACT**

5 31. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
6 deceptive acts or practices in or affecting commerce.”

7 32. Misrepresentations or deceptive omissions of material fact constitute  
8 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

9 **Count I**

10 33. In numerous instances in connection with the advertising, marketing,  
11 promotion, offering for sale, or sale of mortgage loan modification services to  
12 consumers throughout the United States, Defendants have represented to  
13 consumers, directly or indirectly, expressly or by implication, that Defendants will  
14 obtain a mortgage loan modification in all, or virtually all, instances.

15 34. In truth and in fact, in numerous instances in which Defendants have  
16 made the representation set forth in Paragraph 33 of the Complaint, Defendants did  
17 not obtain a mortgage loan modification in all, or virtually all, instances.

18 35. Therefore, Defendants’ representation as set forth in Paragraph 33 of  
19 this Complaint is false and misleading and constitutes a deceptive act or practice in  
20 violation of Section 5(a) of the FTC Act, 15 U.S. C. § 45(a).

21 **Count II**

22 36. In numerous instances in connection with the advertising, marketing,  
23 promotion, offering for sale, or sale of mortgage loan modification services to  
24 consumers throughout the United States, Defendants have represented to  
25 consumers, directly or indirectly, expressly or by implication, that Defendants will  
26 give full refunds to consumers if Defendants fail to obtain modifications of their  
27 loans.

1 37. In truth and in fact, in numerous instances in which Defendants have  
2 made the representation set forth in Paragraph 36 of the Complaint, Defendants did  
3 not give full refunds to consumers when Defendants did not obtain modifications  
4 of their loans.

5 38. Therefore, Defendants' representation as set forth in Paragraph 36 of  
6 this Complaint is false and misleading and constitutes a deceptive act or practice in  
7 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

8 **Count III**

9 39. In numerous instances in connection with the advertising, marketing,  
10 promotion, offering for sale, or sale of mortgage refinancing services to consumers  
11 throughout the United States, Defendants represent to consumers, directly or  
12 indirectly, expressly or by implication, that Defendants will obtain refinancing for  
13 consumers' mortgage loans for an up-front flat fee of \$995.

14 40. In truth and in fact, in numerous instances in which Defendants have  
15 made the representation set forth in Paragraph 39 of the Complaint, Defendants do  
16 not obtain refinancing for consumers' mortgage loans for an up-front flat fee of  
17 \$995.

18 41. Therefore, Defendants' representation as set forth in Paragraph 39 of  
19 this Complaint is false and misleading and constitutes a deceptive act or practice in  
20 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21  
22 **CONSUMER INJURY**

23 42. Consumers have suffered and will continue to suffer substantial injury  
24 as a result of Defendants' violations of the FTC Act. In addition, Defendants have  
25 been unjustly enriched as a result of their unlawful acts or practices. Absent  
26 injunctive relief by this Court, Defendants are likely to continue to injure  
27 consumers, reap unjust enrichment, and harm the public interest.

1                                   **THIS COURT’S POWER TO GRANT RELIEF**

2           43.    Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court  
3 to grant injunctive and such other relief as the Court may deem appropriate to halt  
4 and redress violations of the FTC Act. The Court, in the exercise of its equitable  
5 jurisdiction, may award ancillary relief, including rescission or reformation of  
6 contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten  
7 monies, to prevent and remedy any violation of any provision of law enforced by  
8 the FTC.

9  
10                                   **PRAYER FOR RELIEF**

11           Wherefore, Plaintiff Federal Trade Commission, pursuant to Section 13(b) of  
12 the FTC Act, 15 U.S.C. § 53(b), and the Court’s own equitable powers, requests  
13 that the Court:

- 14           A.    Award Plaintiff such temporary and preliminary injunctive and  
15                ancillary relief as may be necessary to avert the likelihood of consumer  
16                injury during the pendency of this action and to preserve the possibility  
17                of effective final relief, including but not limited to a temporary  
18                restraining order, a preliminary injunction, and an order freezing  
19                assets;
- 20           B.    Enter a permanent injunction to prevent future violations of the FTC  
21                Act by Defendants;
- 22           C.    Award such relief as the Court finds necessary to redress injury to  
23                consumers resulting from Defendants’ violations of the FTC Act,  
24                including but not limited to rescission or reformation of contracts,  
25                restitution, the refunds of monies paid, and the disgorgement of ill-  
26                gotten gains; and

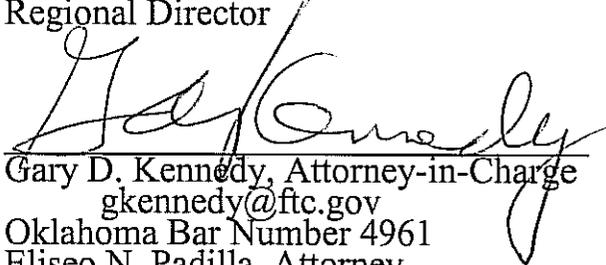
1 D. Award Plaintiff the costs of bringing this action, as well as such other  
2 and additional equitable relief as the Court may determine to be just  
3 and proper.  
4

5 Respectfully submitted,

6 WILLARD K. TOM  
General Counsel

7 DEANYA T. KUECKELHAN  
8 Regional Director

9 Dated: August 25, 2009

  
10 Gary D. Kennedy, Attorney-in-Charge  
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24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) Federal Trade Commission	<b>DEFENDANTS</b> See Attachment
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Gary D. Kennedy gkennedy@ftc.gov Oklahoma Bar No. 4961 (See Attachment for other counsel)	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;"><b>PTF</b></td> <td style="border: none; text-align: center;"><b>DEF</b></td> <td style="border: none;"></td> <td style="border: none; text-align: center;"><b>PTF</b></td> <td style="border: none; text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding   
  2 Removed from State Court   
  3 Remanded from Appellate Court   
  4 Reinstated or Reopened   
  5 Transferred from another district (specify):   
  6 Multi-District Litigation   
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND:  Yes  No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes  No                     
 **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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**SACV09-00977 DOC (MLGx)**

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
United States	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_

Date

08/25/09

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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(214) 979-9382 (Mr. Padilla)  
8 (214) 953-3079 (Fax)

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14 Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

15  
16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **SOUTHERN DIVISION**

18 **FEDERAL TRADE COMMISSION,**

19  
20 Plaintiff

21 v.

22 **INFINITY GROUP SERVICES,**  
a corporation, also d/b/a IGS, Hope to  
23 Homeowners, ASKIGS, and  
ASKIGS, Inc; and

24  
25 **KAHRAM ZAMANI,** individually and  
as an officer of Infinity Group Services,

26 Defendants.  
27  
28

Case No.

**COMPLAINT FOR  
INJUNCTIVE AND  
OTHER EQUITABLE  
RELIEF**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Marc Goldman.

The case number on all documents filed with the Court should read as follows:

**SACV09- 977 DOC (MLGx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

-----  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

GARY D. KENNEDY  
gkennedy@ftc.gov; Oklahoma Bar No. 4961  
Federal Trade Commission  
1999 Bryan Street, Suite 2150  
Dallas, Texas 75201  
(214) 979-9373 (See attached for other counsel)

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

PLAINTIFF(S)

v.

INFINITY GROUP SERVICES,  
a corporation, also d/b/a IGS, Hope to  
(See attached for other Defendants)

DEFENDANT(S).

CASE NUMBER

ACV09-00977 DOC (MLGx)

SUMMONS

FOR OFFICE USE ONLY

TO: DEFENDANT(S): \_\_\_\_\_

A lawsuit has been filed against you.

Within 60 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  \_\_\_\_\_ amended complaint  counterclaim  cross claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Gary D. Kennedy, whose address is Federal Trade Commission, S.W.B. 1999 Bryan St., Ste 2150, Dallas, Texas 75201. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FOR OFFICE USE ONLY

Clerk, U.S. District Court

ROLLS ROYCE PASCHALL

By: \_\_\_\_\_

Deputy Clerk

1144



(Seal of the Court)

Dated: August 26, 2009

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

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14 Attorneys for Plaintiff  
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16 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
17 SOUTHERN DIVISION

18 FEDERAL TRADE COMMISSION,

19 Plaintiff

20 v.

21 INFINITY GROUP SERVICES,  
22 a corporation, also d/b/a IGS, Hope to  
23 Homeowners, ASKIGS, and  
24 ASKIGS, Inc; and

25 KAHRAM ZAMANI, individually and  
as an officer of Infinity Group Services,

26 Defendants.  
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Case No.

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