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STATE OF COLORADO
DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL

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Denver, Colorado 80203
Phone (303) 866-4500

November 24, 2008

Infinity Funding Group, Inc.
630 Johnson Ave.
Bohemia, NY 11716

c/o Rick Rubin
Rubin & Licatesi, PC
591 Stewart Ave., Suite 400
Garden City, NY 11530-4763

VIA ELECTRONIC MAIL TO rrubin@rubinlicatesi.com and U.S. MAIL

NOTICE OF VIOLATION OF THE COLORADO
CONSUMER PROTECTION ACT

This letter is intended to serve as **NOTICE** that the Colorado Attorney General has cause to believe that Infinity Funding Group, Inc. aka Infinity Mitigation Services ("Infinity") has engaged in, or is currently engaging in, deceptive trade practices in the state of Colorado as defined in § 6-1-105(xx) of the Colorado Consumer Protection Act, §§ 6-1-101 through -1120, C.R.S. (2008) ("CCPA").

Specifically, our review of Infinity's business practices and documents reflect numerous violations of the Colorado Foreclosure Protection Act, §§ 6-1-1101 through -1120, C.R.S. (2008). I have attached a copy of the Act for your review. The Colorado Foreclosure Protection Act prohibits several current practices of Infinity. For instance, § 6-1-1107(1)(a) prohibits foreclosure consultants from receiving compensation from a homeowner before services have been fully performed. Additionally, § 6-1-1104 requires the inclusion of specific disclosures, notices, and other consumer protections in all foreclosure consultant contracts with Colorado residents. The documents provided to your clients do not comply with the Colorado Foreclosure Protection Act's statutory requirements.

Violators of the CCPA are subject to penalties of \$2,000 per violation or \$10,000 per violation if the consumer victim is an elderly person, 60 years of age or older. See § 6-1-112, C.R.S. In addition, violators of the Colorado Foreclosure Protection Act are subject to additional criminal penalties of up to one year imprisonment, a fine of \$25,000, or both. See § 6-1-1108, C.R.S.

This letter constitutes a demand by the Colorado Attorney General's Office that Infinity immediately **CEASE AND DESIST** the marketing, soliciting, or providing of foreclosure consulting services to Colorado residents unless and until Infinity is in full compliance with all provisions of the CCPA, including all provisions of the Colorado Foreclosure Protection Act. In order to conclude the Attorney General's investigation, please acknowledge receipt of this Notice and your agreement to cease the above-described activities by signing below and returning the signed original document to this office by mail to the above address by **December 5, 2008**.

In addition, we demand that you return the up-front fee of \$3,500.00, and any additional funds, that Colorado consumers Johnny and Beatrice Watson paid to you as part of their contract with Infinity. Please make the check out to Johnny and Beatrice Watson and include the check with the signed acknowledgement. I will ensure that Mr. and Mrs. Watson receive the money.

Finally, please note that the Colorado Division of Real Estate recently has issued Position Statement MB 1.5 – Loan Modifications, which sets forth the Director of the Division of Real Estate's position on licensing requirements for persons who offer or negotiate loan modifications. I have attached a copy of the Position Statement for your review.

Failure to submit the signed acknowledgement of this Cease and Desist Notice, failure to comply with the laws of the State of Colorado, or failure to return funds to Mr. and Mrs. Watson may result in further enforcement action by the Colorado Attorney General's Office.

Sincerely,

FOR THE ATTORNEY GENERAL



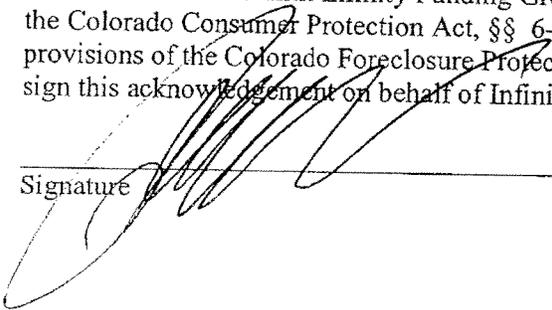
JENNIFER MINER DETHMERS
Assistant Attorney General
Antitrust, Tobacco, and Consumer Protection Unit
Consumer Protection Section
Phone 303-866-2296
Fax 303-866-4916

Attachments

ACKNOWLEDGEMENT

I, Neil Singh (print name), President (title) of Infinity Funding Group, Inc. aka Infinity Mitigation Services ("Infinity") acknowledge that I have received the above-contained notice and advisement. I hereby certify that agrees to **CEASE & DESIST** advertising and/or providing foreclosure consulting services to Colorado residents unless and until Infinity Funding Group is in full compliance with all requirements of the Colorado Consumer Protection Act, §§ 6-1-101, *et seq.*, C.R.S. (2008) including all provisions of the Colorado Foreclosure Protection Act. I represent that I have the authority to sign this acknowledgement on behalf of Infinity.

Signature



Date

Dec 1, 08