

FILED

OCT 03 2024

DEPT. OF REAL ESTATE

BEFORE THE DEPARTMENT OF REAL ESTATE

By—



STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:)	DRE No. H-42418 LA
)	
VISHUNDYAL RAMOTAR)	OAH No. 2023020457.1
MOHABIR,)	
)	
Respondent.)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on September 10, 2024, and the Findings of Fact set forth herein, which are based on one or more of the following: (1) The express admissions of Respondent, VISHUNDYAL RAMOTAR MOHABIR (“Respondent”); (2) affidavits; and (3) other evidence.

This Decision revokes one or more real estate licenses and/or license rights on grounds of Respondent’s violations of the Real Estate Law.

Pursuant to Government Code Section 11521, the California Department of Real Estate (“the Department”) may order reconsideration of this Decision on petition of any party. The party seeking reconsideration shall set forth new facts, circumstances, and evidence, or errors in law or analysis, that show(s) grounds and good cause for the Commissioner to reconsider the Decision. If new evidence is presented, the party shall specifically identify the new evidence and explain why it was not previously presented. The Department’s power to order reconsideration of this Decision shall expire 30 days after mailing of this Decision, or on the effective date of this Decision, whichever occurs first. The right to reinstatement of a revoked real estate license, or to the reduction of a penalty, is controlled by Section 11522 of the Government Code. A copy of Government Code Sections 11521 and 11522 and a copy of the Commissioner's Criteria of Rehabilitation are attached hereto for the information of respondent.

FINDINGS OF FACT

1.

On September 29, 2022, Maria Suarez made the Accusation in her official capacity as a Supervising Special Investigator of the Department. The Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent’s last known mailing address on file with the Department on September 29, 2022.

On January 6, 2023, Respondent filed a Notice of Defense

On August 13, 2024, a Notice of Hearing on Accusation was mailed, by regular mail, setting forth the time, date and location to Respondent's last known mailing address on file and the address identified by Respondent on the Notice of Defense. The Notice of Hearing informed Respondent that the Hearing on Accusation would take place on Thursday, September 05, 2024 at the hour of 09:00 AM, before the Los Angeles Office of Administrative Hearings.

No appearance having been made by Respondent or by anyone on his behalf at the noticed time, date, and location of the hearing, and upon evidence of compliance with the provisions of Section 11506 and 11509 of the Government Code, Respondent's default was entered on September 10, 2024.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("the Code") as a real estate salesperson Respondent's real estate salesperson license expired on October 16, 2023. Pursuant to Code Section 10103, the Department retains jurisdiction.

3.

Attached as Exhibit "A" is a true and correct copy of the Accusation filed on September 29, 2022, which is

DETERMINATION OF ISSUES

1.

The allegations contained in the Accusation, constitute cause under Sections 10177(g) (negligence), 10176(a) (substantial misrepresentation) and 10176(i) (fraud or dishonest dealing) of the Code for the suspension or revocation of all licenses and license rights of Respondent under the Real Estate Law.

2.

The standard of proof applied was clear and convincing evidence to a reasonable certainty.

3.

To date, the DRE has incurred investigative and enforcement costs relating to this matter in the total amount of \$9,761.65.

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ORDER

All licenses and licensing rights of Respondent VISHUNDYAL RAMOTAR MOHABIR under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on: **NOV 04 2024**

DATED: _____

9/24/2024

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther,
Chief Deputy Real Estate Commissioner

1 Department of Real Estate
2 320 West Fourth St, Ste 350
3 Los Angeles, CA, 90013

FILED

SEP 10 2024

DEPT. OF REAL ESTATE

By—

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) DRE NO. *H-42418 LA*
12 VISHUNDYAL RAMOTAR MOHABIR,) DEFAULT ORDER
13 Respondent.)
14 _____)

15 Respondent VISHUNDYAL RAMOTAR MOHABIR, filed a Notice of
16 Defense within the time required by Section 11506 of the Government Code. A hearing
17 was set for Thursday, September 05, 2024. Respondent was duly notified of the hearing but
18 failed to appear. Respondent is now in default. It is, therefore, ordered that a default be
19 entered on the record in this matter.

20 IT IS SO ORDERED SEP 05 2024.

21 CHIKA SUNQUIST
22 REAL ESTATE COMMISSIONER

23
24
25 By: Tricia D. Parkhurst
26 Assistant Commissioner, Enforcement
27

EXHIBIT "A"

1 Julie L. To, Counsel (SBN 219482)
2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013
5 Telephone: (213) 576-6982
6 (Direct) (213) 576-6916
7 julie.to@dre.ca.gov
8 Counsel for Complainant

FILED

SEP 29 2022

DEPT. OF REAL ESTATE

By. 

9 DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of) No. H-42418 LA
13 EARL IVAN BRIONES) **ACCUSATION**
14 and)
15 VISHUNDYAL RAMOTAR MOHABIR,)
16 Respondents.)
17)
18)

19 The Complainant, Maria Suarez, a Supervising Special Investigator of the State of
20 California, makes this Accusation in her official capacity, and for cause of Accusation against
21 Respondents EARL IVAN BRIONES and VISHUNDYAL RAMOTAR MOHABIR
22 (collectively, "Respondents"), is informed and alleges as follows:

23 1.

24 All references to the "Code" are to the California Business and Professions Code
25 and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA
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1 **DRE LICENSE HISTORY**

2 **RESPONDENT EARL IVAN BRIONES ("BRIONES")**

3 2.

4 According to DRE records to date and publicly accessible
5 (https://www2.dre.ca.gov/PublicASP/pplinfo.asp?License_id=01129784), EARL IVAN
6 BRIONES ("BRIONES") is presently licensed and/or has license rights under the Real Estate Law
7 as a real estate broker ("REB"), DRE license ID 01129784, expiring on February 18, 2024.

8 3.

9 According to DRE records to date and publicly accessible, BRIONES was
10 originally licensed by the DRE on or about February 19, 1992 and his license is presently
11 associated with: two (2) real estate salespersons ("RES") (including MOHABIR); two (2) branch
12 offices, in Redondo Beach and Riverside; and three (3) DBAs, for Briones Realty (active as of
13 December 20, 2000), Smart Money Mortgage (active as of November 13, 2003), and Stars Realty
14 (active as of July 30, 1999).

15 4.

16 According to DRE records to date and publicly accessible, BRIONES is presently
17 the designated officer of record for Valmore and Company Inc (DRE license ID 02074539) until
18 his officer affiliation expires on October 11, 2022.

19 5.

20 According to DRE records to date and publicly accessible, BRIONES' main office
21 address of record is 8041 Florence Ave., Suite 207, Downey, CA 90240 ("Florence address") and
22 his mailing address of record is 1164 W. 28th St., Los Angeles, CA 90007 ("28th St. address").

23 ///

24 ///

25 ///

26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA

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1 no license rights under the Real Estate Law (Part 1 of Division 4 of the Code) or any license
2 endorsements attaching to any Department licenses.

3 11.

4 On September 15, 2022 the DRE issued an Order to Desist and Refrain against
5 Espiritu.

6 12.

7 At all times mentioned, in the State of California, REB BRIONES conducted
8 licensed activities within the meaning of Code Section 10131¹ and performed real estate
9 activities, which require a real estate license, including, but not limited to activities performed by
10 his employees, agents and RES, including, but not limited to MOHABIR. At all times
11 mentioned, in the State of California, unlicensed Dagnino and Espiritu conducted licensed
12 activities within the meaning of Code Section 10131 and performed real estate sales activities,
13 which require a real estate license, when they were not licensed by the DRE.
14

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17 ///

18
19 ¹ Pursuant to Code Section 10131 Broker Defined, "A real estate broker within this meaning of this part is a person
20 who, for a compensation or in expectation of a compensation, regardless of the form or time of payment, does or
21 negotiates to do one or more of the following acts for another or others: (a) Sells or offers to sell, buys or offers to
22 buy, solicits prospective sellers or purchasers of, solicits or obtains listings of, or negotiates the purchase, sale or
23 exchange of real property or a business opportunity. (b) Leases or rents or offers to lease or rent, or places for rent,
24 or solicits listings of places for rent, or solicits for prospective tenants, or negotiates the sale, purchase or exchanges
25 of leases on real property, or on a business opportunity, or collects rents from real property, or improvements
26 thereon, or from business opportunities. (c) Assists or offers to assist in filing an application for the purchase or
27 lease of, or in locating or entering upon, lands owned by the state or federal government. (d) Solicits borrowers or
lenders for or negotiates loans or collects payments or performs services for borrowers or lenders or note owners in
connection with loans secured directly or collaterally by liens on real property or on a business opportunity. (e) Sells
or offers to sell, buys or offers to buy, or exchanges or offers to exchange a real property sales contract, or a
promissory note secured directly or collaterally by a lien on real property or on a business opportunity, and performs
services for the holders thereof."

1
2 According to Consumers, Dagnino wrote the Residential Purchase Agreement
3 (“Offer”) for Consumers’ (Buyers) offer to purchase the Tara property. According to the
4 documents received by the DRE from Purplebricks Escrow (in response to the DRE’s *subpoena*
5 *duces tecum*), Consumers made an offer to purchase the Tara property on or about June 13, 2019
6 for \$435,000. Consumers’ Offer listed Briones Realty, DRE license ID 01129784 as the Buyer’s
7 Brokerage Firm and “Vinnie Mohabir,” DRE license ID 01122631 as Buyer’s Agent. (According
8 to the footer of the Offer, the form was generated from the zipForm account of Briones
9 Realty/Vinnie Mohabir.)

10 A. According to page 10 of Consumers’ Tara Offer, the contact information for
11 “Vinnie Mohabir” was 8041 Florence Ave., Suite 207, Downey, CA 90240,
12 telephone number (310) 709-0180, fax number (562) 363-0575, and e-mail
13 “brionesrealtyinc@gmail.com 310 709 0180 [sic].”

14 B. According to the DRE special investigator’s research, telephone number (310)
15 709-0180 and e-mail brionesrealtyinc@gmail.com are registered to Espiritu
16 and not MOHABIR.

17 C. The address listed as MOHABIR’s address on Consumers’ Offer matches the
18 address that appears as MOHABIR’s mailing address of record on file with the
19 DRE (Florence address). However, according to the DRE’s records to date,
20 neither MOHABIR’s e-mail address nor his current, work and cellular phone
21 numbers on file match the brionesrealtyinc@gmail.com email or the (310) 709-
22 0180 telephone number that are listed on the face of Consumers’ Tara Offer as
23 belonging to MOHABIR.

24 D. The Cooperating Broker Compensation Agreement and Escrow Instruction
25 listed Briones Realty, DRE license ID 01129784 as the Cooperating Broker and

1 "Vinnie Mohabir," DRE license ID 01122631 as Cooperating Broker's Agent.
2 at 8041 Florence Ave., Suite 207, Downey, CA 90240, fax number (562) 363-
3 0575, and e-mail brionesrealtyinc@gmail.com 310-709-0180 [sic]. According
4 to the DRE special investigator's research, telephone number (310) 709-0180
5 and e-mail brionesrealtyinc@gmail.com are registered to Espiritu, and not
6 MOHABIR. (According to the footer, the form was generated from the zipform
7 account of Briones Realty/Vinnie Mohabir.)

8 17.

9 According to Consumers' Offer, their Initial Deposit in the amount of \$3,000
10 ("earnest money deposit" or "EMD") would be wired to escrow within three (3) business days.

11 A. According to an interview of MOHABIR by the DRE on December 10, 2021 at
12 the DRE's Los Angeles District Office ("LADO"), MOHABIR indicated that he
13 knew that escrow on the Tara property was through Purplebricks Escrow, but
14 stated, "I didn't know anything" when asked about the EMD on the Tara property.

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18.

According to Consumers, in addition to the \$3,000 EMD, Dagnino instructed them to also pay \$2,000 via money order(s), which Consumers understood was for the purpose of a total EMD amount of \$5,000 (comprised of their initial \$3,000 EMD, plus the \$2,000 in money orders) to start the escrow process. According to Consumers, Dagnino instructed them to leave the payee line for their money orders blank, so that she could later type in the payee information legibly. Pursuant to Dagnino's instructions, Consumers purchased money orders totaling \$2,000 and submitted them to Dagnino, including, but not limited to the following money orders obtained from Prospera Gonzalez:

<u>Date of Money Order</u>	<u>Money Order Number</u>	<u>Money Order Amount</u>	<u>Money Order Payee</u>
6-25-19	35-27257159	\$ 500.00	(blank)
6-25-19	35-27257160	\$ 200.00	(blank)
6-25-19	35-27257161	\$ 200.00	(blank)

19.

According to the documents received by the DRE from Purplebricks Escrow ("Purplebricks") (in response to the DRE's *subpoena duces tecum*), on June 19, 2019, Consumers wired \$3,000 to Escrow No. 002528-KM and escrow was opened. Consumers believed that the \$2,000 they submitted to Dagnino in money orders would be forwarded to escrow as part of what they believed to be their \$5,000 total EMD.

20.

During escrow, Consumers experienced some financing challenges and escrow was prolonged as a result. According to the documents received by the DRE from Purplebricks (in response to the DRE's *subpoena duces tecum*), escrow staff communicated with MOHABIR and Espiritu regarding cancellation, and Espiritu indicated on September 24, 2019 that he would be "meeting with the buyer refusing to sign" the cancellation. Thereafter, according to the documents

DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA

1 received by the DRE from Purplebricks (in response to the DRE's *subpoena duces tecum*), a
2 Cancellation of Contract, Release of Deposit and Cancellation of Escrow dated September 10,
3 2019 ("Cancellation") and signed by Sellers and Consumers (Buyers) was received, in which
4 Sellers cancelled Escrow No. 002528-KM and escrow was instructed to release Buyers' EMD
5 funds to Sellers.

6 A. According to the documents received by the DRE from Purplebricks (in
7 response to the DRE's *subpoena duces tecum*), on October 8, 2019,
8 Purplebricks received an email from MOHABIR in which he indicated, "I
9 spoke to the clients about signing the cancelation, we are supposed to meet
10 tomorrow at 5:30 PM, they will be signing the cancellation and I will forward
11 to you so you can have it by Thursday morning..."

12 B. According to the documents received by the DRE from Purplebricks (in
13 response to the DRE's *subpoena duces tecum*), on October 11, 2019,
14 Purplebricks received an email from MOHABIR in which he indicated, "Here
15 is cancellation, sorry it took so long. This last guy was holding out did want to
16 sign [sic], but finally we convinced him to sign."

17 C. According to Consumers, neither MOHABIR nor Espiritu communicated with
18 them regarding the escrow cancellation or about signing the Cancellation.
19 According to Consumers, the signatures that appear on the October 11, 2019
20 Cancellation as submitted by MOHABIR to escrow are not their signatures.
21 according to Consumers, they did not sign any cancellation forms, and the
22 signatures that appear on the Cancellation were not made by them.

23 D. According to the documents received by the DRE from Purplebricks (in
24 response to the DRE's *subpoena duces tecum*), escrow had no means to directly
25 contact Consumers, as they did not have Consumers' contact information.

26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA
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21.

According to Consumers, Dagnino assured them that they need not worry about the their money in escrow, which Consumers believed totaled \$5,000 (comprised of the \$3,000 they wired directly to escrow plus the \$2,000 in blank money orders that they submitted to Dagnino), and assured Consumers that the money could be put towards a deposit on a subsequent purchase of another property.

22.

On or about November 10, 2021, the DRE issued a *subpoena duces tecum* to BRIONES to request transaction files, including the transaction file for the Tara property.

23.

According to the documents received by the DRE from BRIONES and MOHABIR (in response to the DRE's *subpoena duces tecum*), Consumers' Tara Offer differed from the copy of Consumers' Tara Offer that was in Purplebricks *subpoena duces tecum* response:

- A. According to page 10 of Consumers' Tara Offer in BRIONES/MOHABIR's *subpoena duces tecum* response (submitted by MOHABIR), the contact information for "Vinnie Mohabir" was also listed as 8041 Florence Ave., Suite 207, Downey, CA 90240, but the telephone number was different and [handwritten] listed as (562) 381-2159, (instead of the (310) 709-0180 that appeared in the copy in the escrow file), the fax number was different and [handwritten] listed as (562) 381-2215 (instead of the (562) 363-0575 that appeared in the copy in the escrow file), and e-mail was listed as brionesrealtyinc@gmail.com (instead of the "brionesrealtyinc@gmail.com 310 709 0180" that appeared in the copy in the escrow file).

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1 B. According to the Cooperating Broker Compensation Agreement and Escrow
2 Instructions in BRIONES/MOHABIR's *subpoena duces tecum* response
3 (submitted by MOHABIR), the information for Briones Realty, DRE license
4 ID 01129784 as the Cooperating Broker and "Vinnie Mohabir," DRE license
5 ID 01122631 as Cooperating Broker's Agent, at 8041 Florence Ave., Suite 207,
6 Downey, CA 90240 are the same as what appeared in the copy in the escrow
7 file, but the fax number was different and [handwritten] listed as (562) 381-
8 2215 (instead of the (562) 363-0575 that appeared in the copy in the escrow
9 file, and the e-mail was listed as brionesrealtyinc@gmail.com (instead of the
10 "brionesrealtyinc@gmail.com 310 709 0180" that appeared in the copy in the
11 escrow file).

12 24.

13 4156 Acacia Street, Riverside, CA 92503

14 Subsequent to the cancellation of the Tara property purchase, Consumers, under the
15 Dagnino-guided belief that they still had \$5,000 in EMD funds with escrow, asked Dagnino to
16 refund the funds to them. According to Consumers, Dagnino represented to Consumers that the
17 only way to get their money back would be to purchase another property.

18 25.

19 According to the documents received by the DRE from HLH Escrow, Inc. ("HLH")
20 (in response to the DRE's *subpoena duces tecum*), Consumers made an offer to purchase the real
21 property located at 4156 Acacia Street, Riverside, 92503 ("Acacia property") on or about October
22 9, 2019, for \$410,000. Consumers' Offer listed Briones Realty, DRE license ID 01129784 as the
23 Buyer's Brokerage Firm and "Vinnie Mohabir," DRE license ID 01122631 as Buyer's Agent.
24 (According to the footer of the Offer, the form was generated from the zipForm account of Briones
25 Realty/Vinnie Mohabir.)

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1 29.

2 According to the documents received by the DRE from HLH (in response to the
3 DRE's *subpoena duces tecum*), on December 7, 2020, a Cancellation of Contract, Release of
4 Deposit and Cancellation of Escrow as signed by Seller and Consumers (Buyers) was executed in
5 which Sellers cancelled Escrow No. 19-1733-TK and escrow was instructed to release Buyers'
6 EMD, less fees and costs, to Buyers.

7 A. According to an interview of MOHABIR by the DRE on December 10, 2021 at
8 the DRE's LADO, MOHABIR stated, "I didn't know about the [escrow
9 cancellation or the seller's request to keep the EMD until after the fact."

10 30.

11 According to Tracy King ("King") of HLH, she handled Escrow No. 19-1733-TK
12 In a telephonic exchange on May 27, 2021 with the DRE, King confirmed that HLH had already
13 refunded to Consumers (Buyers) the \$1,000 that had been wired as EMD. According to King, the
14 only EMD that HLH received on Escrow No. 19-1733-TK was the \$1,000 wired directly to HLH
15 from Consumers; according to King's search of HLH's electronic records, no funds were wired
16 from Purplebricks to HLH on behalf of Consumers at any time.

17 A. According to an interview of MOHABIR by the DRE on December 10, 2021 at
18 the DRE's LADO, MOHABIR indicated that the EMD funds that were with escrow
19 were returned to the Seller.

20 31.

21 According to Mike Armendariz ("Armendariz"), the listing agent for the Acacia
22 property, Armendariz believed he was dealing with "the agent of record and a lady" in dealing
23 with Consumers (Buyers), and indicated to the DRE that the individuals with which he
24 communicated were known to him as "Vinnie" and "Alma," who had telephone numbers of 714-
25 422-7910 (Alma) and 310-709-0180 (Vinnie). In an email exchange on January 27, 2022 with the

26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA
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1 DRE, Armendariz examined a photo lineup assembled by the DRE investigator, and identified one
2 of the photos as who he believed to be “Vinnie” the “agent” for the Buyers in the Acacia property
3 transaction; the photograph that Armendariz identified is similar in likeness to a Department of
4 Motor Vehicles photograph obtained for an individual named Eduardo Espiritu Isordia.

5 32.

6 Blanca S. and Oscar S. (“Consumers2”)

7 On or about March 10, 2020, the DRE received a complaint from Blanca S. and
8 Oscar S. (“Consumers2”) regarding Briones Realty located at 8041 Florence Ave., Suite 207 in
9 Downey, CA, License ID 01122631. Specifically, Consumers2 complained of the failure of
10 Briones Realty to return the \$17,000 EMD that Consumers2 paid on a purchase transaction that
11 was ultimately cancelled.

12 33.

13 According to Consumers2, on or about August 18, 2019, Dagnino asked
14 Consumers2 for a \$3,000 payment for assistance in improving Consumers2’s FICO (credit) score.
15 Pursuant to Dagnino’s instructions, Consumers2 paid Dagnino a portion of the requested \$3,000
16 through money orders from Western Union Financial Services, Inc. (“WUFSI”):

<u>Date of Money Order</u>	<u>Money Order Number</u>	<u>Money Order Amount</u>	<u>Money Order Payee</u>
8-26-19	17680966747	\$1,000.00	(blank)
8-26-19	17680966748	\$ 500.00	(blank)

20 34.

21 According to Consumers 2, on or about September 13, 2019, Dagnino introduced
22 them to Espiritu, who introduced himself as a lender and requested the balance of the requested
23 \$3,000 for credit improvement. Pursuant to Espiritu’s instructions, Consumers2 paid the balance
24 of the \$3,000 through additional money orders from WUFSI:

<u>Date of Money Order</u>	<u>Money Order Number</u>	<u>Money Order Amount</u>	<u>Money Order Payee</u>
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26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA
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1	9-13-19	19027981619	\$1,000.00	(blank)
2	8-26-19	19027981620	\$ 500.00	(blank)

3 35.

4 According to Consumers2, Dagnino and Espiritu represented them in their attempt
5 to purchase real property, inclusive of activities such as: negotiation of sales terms, coordination
6 of financing, property viewings and coordination of escrow activities. Dagnino and Espiritu were
7 the main points of contact for Consumers2, who also had with some communications with
8 MOHABIR.

9 36.

10 3434 Siskiyou Street, Los Angeles, CA 90023

11 According to Consumers2, Espiritu presented to Consumers2 his own Briones
12 Realty business card, on which was printed "Eduardo Espiritu, Branch Marketing Director." as
13 well as Vinnie Mohabir's business card, the backsides of both which included a list of "Necessary
14 Documents to Pre-Qualify." It was Consumers2's understanding that Dagnino was their main
15 contact for the purchase, and Espiritu was their lender/finance contact person.

16 37.

17 According to Consumers2, Dagnino submitted the Residential Purchase Agreement
18 ("Offer") for Consumers2's (Buyers2) offer to purchase the real property located at 3434 Siskiyou
19 Street, Los Angeles, CA 90023 ("Siskiyou property"). According to the documents received by
20 the DRE from Rudy H. Rodriguez DBA Century 21 George Michael Realty ("Rodriguez") (in
21 response to the DRE's *subpoena duces tecum*), Consumers2 made an offer to purchase the
22 Siskiyou property on or about October 28, 2019, for \$580,000. The Offer by Consumers2 listed
23 Briones Realty, DRE license ID 01129784 as the Buyer's Brokerage Firm and "Vinnie Mohabir."
24 DRE license ID 01122631 as Buyer's Agent. (According to the footer of the Offer, the form was
25 generated from the zipForm account of Briones Realty/Vinnie Mohabir.)

26 DRE Accusation against Earl Ivan Briones and Vishundyal Ramotar Mohabir, H-42418 LA

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38.

According to the Offer of Consumers2, their Initial Deposit in the amount of \$10,000 (EMD) would be wired to escrow within three (3) business days.

39.

According to Richard Lopez (“Lopez”), the listing agent for the Siskiyou property, the Offer of Consumers2 was presented to him by Dagnino, with whom he communicated via e-mail and telephone. According to Lopez, Dagnino made the initial contact to make an appointment to show the Siskiyou property and later, Dagnino presented the Offer of Consumers2, which identified MOHABIR and Briones Realty as the selling agent and selling broker, respectively. According to Lopez, Dagnino was the primary person involved in representing Consumers2 in the Siskiyou transaction, and when Lopez initially communicated with Dagnino, he believed Dagnino was the agent for Consumers2. According to Lopez, he was only in communication with MOHABIR two or three times throughout the transaction.

40.

According to Consumers2, Dagnino instructed them to pay their \$10,000 EMD to her in order to open escrow. Pursuant to Dagnino’s instructions, on October 29, 2019, Consumers2 gave Dagnino check number 3365, payable to “Alma Dagnino” in the amount of \$10,000. According to bank records, Consumers2’s check number 3365 was cashed on the same day; the endorsement signature appears to be a signature for Alma Dagnino.

41.

According to the documents received by the DRE from Rodriguez (in response to the DRE’s *subpoena duces tecum*), the offer by Consumers2 for the Siskiyou property was accepted and escrow opened on November 8, 2019. Pursuant to the Offer, Consumers2’s EMD of \$10,000 was to be deposited to escrow within three (3) days.

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42.

According to Consumers2, Dagnino informed them that escrow requested an additional \$7,000; pursuant to Dagnino’s instructions, on November 8, 2019, Consumers2 submitted cashier’s check number 1084319747, payable to “Century 21 George Michael Realty Escrow Division – Escrow No. 7243BM” in the amount of \$7,000. By this point, Consumers2 believed that they had \$17,000 EMD funds in escrow, comprised of the \$10,000 they believed they submitted to escrow through Dagnino (via check number 3365), and the \$7,000 they submitted to escrow directly (via cashier’s check). In fact, according to the documents received by the DRE from Rodriguez in response to the DRE’s *subpoena duces tecum*, Consumers2 had \$7,000 in escrow and were \$3,000 short of the \$10,000 EMD promised under the Offer.

43.

According to Consumers2, when Dagnino and Espiritu informed them that they spent \$650 for an appraisal of the Siskiyou property on November 19, 2019, they made a \$650 Zelle payment to Dagnino.

44.

According to Consumers2, they subsequently drove by the Siskiyou property and when they called the telephone number on the “For Sale” sign, they were informed that the property was no longer for sale due to the seller’s death.

45.

Upon learning that the Siskiyou property was no longer for sale, Consumers2 unsuccessfully contacted Dagnino, Espiritu and Mohabir for a refund of their EMD money. Ultimately, a third-party DRE licensee assisted Consumers2 with recovery of their EMD on or about March 9, 2020.

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2 According to the documents received by the DRE from Rodriguez (in response to
3 the DRE's *subpoena duces tecum*), a Cancellation of Contract, Release of Deposit and
4 Cancellation of Escrow as signed by Seller and Consumers2 was executed on or about March 9,
5 2020, in which the parties mutually cancelled Escrow No. 7243BM and escrow was authorized by
6 seller to release Buyers' (Consumers2) deposit, less Buyers fees and costs, to Buyers. On or about
7 March 9, 2020, pursuant to the Cancellation instructions, Rodriguez issued check number 005925,
8 payable to "[Consumers2]" in the amount of \$7,000 as the "balance of deposit as a refund."
9 However, Consumers2 believed that their total EMD amount for the Siskiyou property was
10 \$17,000 (based on Dagnino's representations and instructions to provide Dagnino a check payable
11 to Dagnino in the amount of \$10,000).

12 A. According to an interview of MOHABIR by the DRE on December 10, 2021 at
13 the DRE's LADO, MOHABIR indicated that Consumers2 did not have legal
14 documents for financing and could not qualify for a loan, and that due to the
15 inability to qualify, escrow had to be cancelled and the \$10,000 EMD returned
16 from escrow. When asked about how escrow cancellation was communicated
17 to Consumers2, he responded that cancellation was not communicated in
18 writing, and that "We told the buyer" via a phone call by an employee of his
19 company who speaks Spanish.

20 B. According to a letter dated November 11, 2021 from MOHABIR to the DRE,
21 MOHABIR stated that Consumers2 wired their \$10,000 EMD to Rodriguez.
22 "The buyers wired a good faith deposit to the escrow for \$10,000 the escrow
23 was a broker escrow Century 21 George Michael Escrow Division [sic]....The
24 role Alma Dagnino played is knew the buyers in transaction recommended them
25 to our Real Estate service [sic]. Eduardo Espiritu was an office employee

1 basically handling the daily office and answering the phones. All escrow funds
2 [sic] were delivered to the escrow we did not keep any funds in any of our bank
3 accounts...”

4 47.

5 According to the documents received by the DRE from WUFSI (in response to the
6 DRE’s *subpoena duces tecum*), Consumers2’s money orders that that they paid to Dagnino and
7 Espiritu were cashed between August 29, 2019 and September 13, 2019 by:

- 8 A. a signature that appears to be for Rafael Davilos (Money Order Number
9 17680966747, in the amount of \$1,000);
10 B. a signature that appears to be for Alma Dagnino (Money Order
11 Number 17680966748, in the amount of \$500);
12 C. a signature that appears to be for Alma Dagnino (Money Order
13 Number 19027981619, in the amount of \$1,000); and
14 a signature that appears to be for Alma Dagnino (Money Order
15 Number 19027981620, in the amount of \$500).

16 48.

17 According to the documents received by the DRE from BRIONES and MOHABIR
18 (in response to the DRE’s *subpoena duces tecum*), Consumers2’s Siskiyou Offer differed from the
19 copy of Consumers2’s Siskiyou Offer that was in Rodriguez’ *subpoena duces tecum* response:

- 20 A. According to page 10 of Consumers2’s Siskiyou Offer in
21 BRIONES/MOHABIR’s *subpoena duces tecum* response (submitted by
22 MOHABIR), the contact information for “Vinnie Mohabir” was also listed as
23 8041 Florence Ave., Suite 207, Downey, CA 90240, but the telephone number
24 was different and [handwritten] listed as (562) 381-2159, (instead of the (310)
25 709-0180 that appeared in the copy in the escrow file), the fax number was

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1 different and [handwritten] listed as (562) 381-2215 (instead of the (562) 363-
2 0575 that appeared in the copy in the escrow file), and e-mail was listed as
3 brionesrealtyinc@gmail.com (instead of the "brionesrealtyinc@gmail.com 310
4 709 0180" that appeared in the copy in the escrow file).

5 MOHABIR's Involvement with Consumers and Consumers2's Transactions

6 49.

7 According to a December 10, 2021 interview of MOHABIR by the DRE at the
8 DRE's LADO, when MOHABIR was asked his level of involvement in buyers' transactions.
9 MOHABIR responded that he regularly meets with all buyer clients to write offers, either in
10 person or over the phone, and that he is the one who generates and writes the purchase contracts
11 and communications with listing agents.

12 A. According to Consumers, they never met or communicated with MOHABIR
13 in either of their Tara or Acacia transactions. Dagnino and Espiritu were their
14 only points of contact.

15 50.

16 According to a December 10, 2021 interview of, and a declaration by, MOHABIR
17 at the DRE's LADO, when MOHABIR was asked about the purchase agreement (offer) made by
18 Consumers2 for the Siskiyou property, MOHABIR responded that he generated the offer
19 documents, then signed the purchase contract (offer) as the "Selling Broker/Agent," including
20 providing his contact information, and then forwarded the agreement to Consumers2 for their
21 signatures. MOHABIR stated that he then presented the [signed] offer to the listing agent.

22 A. According to the Offer and the Cooperating Broker Compensation Agreement,
23 the contact information (telephone number and e-mail) listed belonged to
24 Espiritu, not MOHABIR.

1 B. According to Lopez, it was Dagnino, not MOHABIR that called and emailed
2 Consumers2's Offer to him.

3 51.

4 According to an interview of MOHABIR by the DRE on December 10, 2021 at
5 the DRE's LADO, when MOHABIR was asked how Consumers2 were informed of the escrow
6 cancellation on the Siskiyou property, MOHABIR responded that Consumers2 were informed
7 via a telephone call by an employee at his company who speaks Spanish.

8 A. According to Consumers2, they learned of the cancellation of the Siskiyou
9 escrow through one of the listing agents.

10 52.

11 According to a December 10, 2021 interview of, and a declaration by, MOHABIR
12 at the DRE's LADO, MOHABIR stated that Espiritu worked for him, and not for BRIONES, and
13 that Espiritu's "normal duties" included answering the phone, taking messages from prospective
14 clients, and making copies of offers to be emailed or sent to prospective buyers. MOHABIR
15 stated that Espiritu "may have assisted" in getting information from clients who do speak
16 Spanish. According to MOHABIR, he fired Espiritu in or around March or April 2021.
17 MOHABIR stated that he does not know Dagnino, has never met Dagnino, and that Dagnino
18 refers business to Espiritu, who then refers the business to MOHABIR. According to
19 MOHABIR, if the client referral is a buyer, MOHABIR writes offers for that client.

20 BRIONES' Supervision

21 53.

22 According to the DRE's records, BRIONES' email of record is
23 vishnu212@aol.com. According to the DRE investigator's research, the email address
24 vishnu212@aol.com is in fact registered to MOHABIR. According to a December 10, 2021
25 interview of MOHABIR, BRIONES' email is vishnu212@aol.com and all e-mails to BRIONES

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1 must go through MOHABIR.

2 54.

3 According to BRIONES, there were no problems with the Tara, Acacia or
4 Siskiyou property transactions, and he has never received any complaints regarding EMDs.
5 According to BRIONES, Espiritu was MOHABIR's employee and he believed that Espiritu no
6 longer worked in their office. BRIONES stated that he was unfamiliar with Dagnino.
7 BRIONES confirmed that his licensed employees are the only individuals who show properties
8 to clients, and represented that MOHABIR is the only one who performs negotiations on
9 MOHABIR's transactions.

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APPLICABLE SECTIONS OF THE REAL ESTATE LAW

55.

License Required

(Code Sections 10130 and 10131)

Pursuant to Code Section 10130 *License Required*:

“It is unlawful for any person to engage in the business of, act in the capacity of, advertise as, or assume to act as a real estate broker or a real estate salesperson within this state without first obtaining a real estate license from the department, or to engage in the business of, act in the capacity of, advertise as, or assume to act as a mortgage loan originator within this state without having obtained a license endorsement. The commissioner may prefer a complaint for violation of this section before any court of competent jurisdiction, and the commissioner and his or her counsel, deputies, or assistants, may assist in presenting the law or facts at the trial. *Prosecution of Violations*: It is the duty of the district attorney of each county in this state to prosecute all violations of this section in their respective counties in which the violations occur.”

56.

Pursuant to Code Section 10131 *Broker Defined*:

“A real estate broker within this meaning of this part is a person who, for a compensation or in expectation of a compensation, regardless of the form or time of payment, does or negotiates to do one or more of the following acts for another or others:

(a) Sells or offers to sell, buys or offers to buy, solicits prospective sellers or purchasers of, solicits or obtains listings of, or negotiates the purchase, sale or exchange of real property or a business opportunity.

(b) Leases or rents or offers to lease or rent, or places for rent, or solicits listings of places for rent, or solicits for prospective tenants, or negotiates the sale,

1 purchase or exchanges of leases of real property, or on a business opportunity, or
2 collects rents from real property, or improvements thereon, or from business
3 opportunities.

4 (c) Assists or offers to assist in filing an application for the purchase or lease of,
5 or in locating or entering upon, lands owned by the state or federal government.

6 (d) Solicits borrowers or lenders for or negotiates loans or collects payments or
7 performs services for borrowers or lenders or note owners in connection with
8 loans secured directly or collaterally by liens on real property or on a business
9 opportunity.

10 (e) Sells or offers to sell, buys or offers to buy, or exchanges or offers to exchange
11 a real property sales contract, or a promissory note secured directly or collaterally
12 by a lien on real property or on a business opportunity, and performs services for
13 the holders thereof.”

14 57.

15 **Broker Supervision**

16 **(Code Section 10159.2 and Regulation 2725)**

17 Pursuant to Code Section 10159.2 *Responsibility of Corporate Officer in Charge*:

18 “(a) The officer designated by a corporate broker licensee pursuant to Section
19 10211 shall be responsible for the supervision and control of the activities conducted on behalf
20 of the corporation by its officers and employees as necessary to secure full compliance with the
21 provisions of this division, including the supervision of salespersons licensed to the corporation
22 in the performance of acts for which a real estate license is required.

23 (b) A corporate broker licensee that has procured additional licenses in
24 accordance with Section 10158 through officers other than the officer designated pursuant to

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1 Section 10211 may, by appropriate resolution of its board of directors, assign supervisory
2 responsibility over salespersons licensed to the corporation to its broker-officers.

3 (c) A certified copy of any resolution of the board of directors assigning
4 supervisory responsibility over real estate salespersons licensed to the corporation shall be filed
5 with the Real Estate Commissioner within five days after the adoption or modification thereof.”

6 58.

7 Pursuant to Regulation 2725 *Broker Supervision*:

8 “A broker shall exercise reasonable supervision over the activities of his or her
9 salespersons. Reasonable supervision includes, as appropriate, the establishment of policies,
10 rules, procedures and systems to review, oversee, inspect and manage:

11 (a) Transactions requiring a real estate license.

12 (b) Documents which may have a material effect upon the rights or obligations of
13 a party to the transaction.

14 (c) Filing, storage and maintenance of such documents.

15 (d) The handling of trust funds.

16 (e) Advertising of any service for which a license is required.

17 (f) Familiarizing salespersons with the requirements of federal and state laws
18 relating to the prohibition of discrimination.

19 (g) Regular and consistent reports of licensed activities of salespersons.

20 The form and extent of such policies, rules, procedures and systems shall take into
21 consideration the number of salespersons employed and the number and location of branch
22 offices. A broker shall establish a system for monitoring compliance with such policies, rules,
23 procedures and systems. A broker may use the services of brokers and salespersons to assist in
24 administering the provisions of this section so long as the broker does not relinquish overall
25 responsibility for supervision of the acts of salespersons licensed to the broker.”

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Grounds for Revocation or Suspension

(Code Section 10176 (selected portions))

Pursuant to Code Section 10176 *Grounds for Revocation or Suspension* (selected portions):

“The commissioner may, upon his or her own motion, and shall, upon the verified complaint in writing of any person, investigate the actions of any person engaged in the business or acting in the capacity of a real estate licensee within this state, and he or she may temporarily suspend or permanently revoke a real estate licensee at any time where the licensee, while a real estate licensee, in performing or attempting to perform any of the acts within the scope of this chapter has been guilty of any of the following:

(a) Making any substantial misrepresentation.

(i) Any other conduct, whether of the same or of a different character than specified in this section, which constitutes fraud or dishonest dealing.

Further Grounds for Disciplinary Action

Code Section 10177 (selected portions)

Pursuant to Code Section 10177 *Further Grounds for Disciplinary Action* (selected portions):

“The commissioner may suspend or revoke the license of a real estate licensee, delay the renewal of a license of a real estate licensee, or deny the issuance of a license to an applicant, who has done any of the following:

1 (g) Demonstrated negligence or incompetence in performing an act for which he
2 or she is required to hold a license.

3 (h) As a broker licensee, failed to exercise reasonable supervision over the
4 activities of his or her salespersons, or, as the officer designated by a corporate broker licensee,
5 failed to exercise reasonable supervision and control of the activities of the corporation for which
6 a real estate license is required.

7
8 **VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE**

9 61.

10 Complainant re-alleges and incorporates by reference the preceding paragraphs as
11 set forth herein.

12 62.

13 In the course of the activities described above, and based on the facts discovered
14 by the Department, as described above in Paragraphs 13 through 54, the acts and/or omissions of
15 Respondent **VISHUNDYAL RAMOTAR MOHABIR** are in violation of **Code Sections**
16 **10177(g), 10176(a), and 10176(i)** and constitute cause for the suspension or revocation of all
17 licenses, license rights and license endorsements of Respondent VISHUNDYAL RAMOTAR
18 MOHABIR under the Real Estate Law.

19 63.

20 In the course of the activities described above, and based on the facts discovered
21 by the Department, as described above in Paragraphs 13 through 54, the acts and/or omissions of
22 Respondent **EARL IVAN BRIONES** are in violation of **Code Section 10177(h)** and constitute
23 cause for the suspension or revocation of all licenses, license rights and license endorsements of
24 Respondent EARL IVAN BRIONES under the Real Estate Law.

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