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**FILED**  
JUN 13 2024  
DEPT. OF REAL ESTATE  
By 

7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-42862 LA  
12 )  
13 JAMES C. GRELL, ) ACCUSATION  
14 Respondent. )  
15 )

16 The Complainant, Ray Dagnino, a Supervising Special Investigator of the State  
17 of California for cause of Accusation against Respondent JAMES C. GRELL aka James Craig  
18 Grell (“GRELL”), is informed and alleges as follows:

19 1.

20 The Complainant, Ray Dagnino, a Supervising Special Investigator of the State  
21 of California, makes this Accusation in his official capacity.

22 2.

23 All references to the “Code” are to the California Business and Professions  
24 Code, and all references to “Regulations” are to Title 10, Chapter 6, California Code of  
25 Regulations unless otherwise specified.

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1 (LICENSE HISTORY)

2 3.

3 Respondent GRELL is presently licensed and/or has license rights under the  
4 Real Estate Law as a real estate broker (license number 00530909). Respondent GRELL was  
5 originally licensed as a real estate broker on or about October 27, 1984, and has been licensed  
6 since then. Respondent GRELL's fictitious business name has been Total Services Realty from  
7 on or about October 2, 2000 through the present. Respondent GRELL has not had any other  
8 fictitious business names registered with the Department of Real Estate from 2016 through the  
9 present.

10  
11 (CAUSES OF ACTION)

12 4.

13 From on or about November 28, 2020 to June 23, 2021, Respondent was a dual  
14 agent for the sale of the property known as 5817 Cleon Ave., North Hollywood, CA 91601  
15 ("Property"). The sellers were D. Vinyard and L. Vinyard ("Sellers"), and the buyer was  
16 initially 25/8 Acquisition and Development, LLC ("25/8 ADL") then LHW Construction and  
17 Development, LLC ("LHW"). Both 25/8 ADL and LHW acted through William Hankins  
18 ("Hankins") who organized both LLCs. Hankins is 25/8 ADL's chief executive officer  
19 ("CEO") and LHW's member. From at least January 1, 2020 through the present, Hankins was  
20 not licensed with the Department of Real Estate in any capacity.

21 5.

22 Sellers first became aware of Respondent through Hankins, and agreed to let  
23 Respondent also represent them in the sale of the Property. Sellers and Hankins communicated  
24 directly with each other and agreed upon initial terms of the sale.

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1 6.

2 Sometime between December 2, 2020 and December 7, 2020, inclusive,  
3 Hankins, but not Respondent, presented an offer in a California Residential Purchase  
4 Agreement and Joint Escrow Instructions (RPA-CA Revised 12/18) form to Sellers. This offer  
5 named the buyer as "25/8 Acquisition and Development, LLC and/or Assignees," and included,  
6 but was not limited to, the following terms and conditions:

- 7 • Respondent represented both Sellers and buyer,
- 8 • The buyer would purchase the Property for \$1,200,000 with all cash,
- 9 • Close of escrow would occur 180 days after acceptance, and
- 10 • Sellers would pay for a natural hazard zone disclosure report to be prepared  
11 by "Buyer's choice,"
- 12 • Sellers would pay for the owner's title insurance, county transfer tax, and  
13 city transfer tax, and
- 14 • Sellers would provide statutory and other disclosures, including, but not  
15 limited to, Real Estate Transfer Disclosure Statement, Agent Visual  
16 Inspection Disclosure, and Seller Property Questionnaire, within seven (7)  
17 days of Sellers accepting the buyer's offer.

18 7.

19 On or about December 7, 2020, Sellers accepted the buyer's offer, as described  
20 above. As a result, close of escrow was set to be on or about June 5, 2021. Respondent did not  
21 have any contact, much less any discussions to explain the offer or any of its terms, with the  
22 Sellers, prior to on or about May 17, 2021.

23 8.

24 Respondent failed to provide several disclosures to Sellers. These disclosures  
25 include, but are not limited to, Real Estate Transfer Disclosure Statement, Agent Visual  
26 Inspection Disclosure, and Seller Property Questionnaire, Agency Disclosure, and Dual  
27 Agency Disclosure.

1 9.

2 On or about May 13, 2021, Sellers and Hankins on behalf of both 24/8 ADL and  
3 LHW seemingly signed an Assignment of Agreement Addendum (C.A.R. Form AOAA, 11/14)  
4 assigning all of 24/8 ADL's interest as the buyer to LHW. This Assignment of Agreement  
5 Addendum was generated by Respondent. However, Sellers' signatures were forged.

6 10.

7 On or soon before May 17, 2021, Sellers discovered their forged signatures on  
8 the Assignment of Agreement Addendum.

9 11.

10 On or about May 17, 2021, Sellers called Respondent to confront him about  
11 Sellers' signatures being forged on the Assignment of Agreement Addendum, inform  
12 Respondent they would only sign documents in person with a notary public rather than via  
13 electronic signature (i.e., Docu-Sign), and demand Respondent draft documents on their behalf  
14 seeking reimbursements and "per diem" payments from Buyer. This was the first direct contact  
15 between Respondent and Sellers. Prior communications were through Hankins.

16 12.

17 On or about May 18, 2021, Sellers e-mailed their demands to Respondent.  
18 These demands included, but were not limited to, what Sellers told Respondent in their May 17,  
19 2021 phone call, described above.

20 13.

21 On or about May 19, 2021, Respondent met Sellers, Hankins, and a notary  
22 public at the Property. It was Respondent's first time meeting Sellers. At this visit, they  
23 executed Addendum No. 3 and Amendment of Existing Agreement Terms No. 1.

24 a. Addendum No. 3 provided, "Escrow closing date shall be on or before  
25 June 4, 2021."

26 b. Amendment of Existing Agreement Terms No. 1 provided Buyer would  
27 pay the following to Sellers: \$43,500 reimbursement for Sellers' good faith deposit on their

1 attempted purchase of another property, \$712 reimbursement for the home inspection, and \$910  
2 reimbursement for the home appraisal, \$250 per day as “per diem” until June 4, 2021 (the close  
3 of escrow’s deadline), and up to \$3,750 to extend Sellers’ loan for another property.

4 14.

5 At the same meeting on or about May 19, 2021, Sellers and Hankins on behalf  
6 of both 24/8 ADL and LHW signed and dated an Assignment of Agreement Addendum.

7 15.

8 On or about June 4, 2021, the buyer, LHW, failed to meet the close of escrow  
9 deadline agreed upon in Addendum No. 3, described above.

10 16.

11 On or about June 9, 2021 and June 15, 2021, Sellers e-mailed and/or texted  
12 Respondent requesting Respondent draft a Notice to Perform to give to Hankins and/or LHW.  
13 However, Respondent refused and failed to draft a Notice to Perform.

14 17.

15 On or about June 14, 2021 and June 18, 2021, Respondent assured Sellers that  
16 sufficient funds would be wired to the escrow company to cover the purchase of the Property.  
17 On or about June 18, 2021, Respondent represented to Sellers that funds were disbursed in two  
18 (2) wires to the escrow company the day before. However, the escrow company received one  
19 (1) wire on or about June 18, 2021 and a second wire on or about June 22, 2021.

20 18.

21 Sellers sought Respondent’s advice and help on recovering funds owed by the  
22 buyer to the Sellers as stated in Amendment of Existing Agreement Terms No. 1, including, but  
23 not limited to, per diem monies, but Respondent refused and/or failed to do so.

24 19.

25 On or about June 23, 2021, escrow closed, and the Property was sold to LHW.

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Throughout the transaction, Respondent failed his fiduciary duties in representing the Sellers.

21.

The conduct, acts, and/or omissions of Respondent GRELL, as set forth in paragraphs 4 to 20, above, are in violation of Code sections 10176(a) (substantial misrepresentation), 10177(g) (negligence or incompetence), and/or 10176(i)/10177(j) (fraud or dishonest dealing).

22.

Code section 10106 provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the department, the Commissioner may request the administrative law judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed the reasonable costs of investigation and enforcement of the case.

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all license(s) and/or license rights under the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code) of Respondent JAMES C. GRELL, the cost of investigation and enforcement as permitted by law, and for such other and further relief as may be proper under applicable provisions of law.

Dated at Los Angeles, California: June 13, 2024.

*Ray J. Dagnino*  
\_\_\_\_\_  
Ray Dagnino  
Supervising Special Investigator

cc: James C. Grell  
Jason Parson/Ray Dagnino  
Sacto.