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**FILED**  
**SEP 02 2021**  
**DEPT. OF REAL ESTATE**  
By 

10 DEPARTMENT OF REAL ESTATE  
11 STATE OF CALIFORNIA

12 \* \* \* \* \*

13 In the Matter of the Accusation of ) No. H-42104 LA  
14 JUNIUS JOHNSON, JR. ) ACCUSATION  
15 Respondents. )  
16 )

17 The Complainant, Veronica Kilpatrick, acting in her official capacity as a  
18 Supervising Special Investigator of the State of California, for cause of Accusation against  
19 JUNIUS JOHNSON, JR., is informed and alleges as follows:

20 1.

21 All references to the "Code" are to the California Business and Professions Code  
22 and all references to "Regulation" or "Regulations" are to Title 10, Chapter 6, California Code of  
23 Regulations.

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25 DRE Accusation of Junius Johnson, Jr.  
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1 **DRE LICENSE HISTORY**

2 2.

3 **Licensure**

4 Respondent JUNIUS JOHNSON, JR. ("JOHNSON"), f.k.a. Junius Johnson is  
5 presently licensed and/or has license rights as a real estate broker ("REB") under the Real Estate  
6 Law (Part 1 of Division 4 of the Code), Department of Real Estate ("DRE") license ID  
7 00407357. JOHNSON was originally licensed as a REB on or about April 3, 1979.

8 3.

9 **Affiliations**

10 According to DRE records to date:

11 A. JOHNSON's main and mailing address are the same: (2401 W. 102<sup>nd</sup> Street,  
12 Inglewood, CA 90303);

13 B. JOHNSON has four (4) active DBAs: (1) A-ABC Mortgage company (active  
14 as of December 10, 1999); (2) A Auctioneer/Broker Company (active as of September 12, 1991);  
15 (3) L A City Properties (active as of December 23, 1997); and (4) Los Angeles City Properties  
16 (active as of December 23, 1997); and

17 C. JOHNSON has three (3) real estate salespersons ("RES") affiliated with his  
18 REB license.

19 4.

20 **Prior License Discipline**

21 On or about September 1, 2003, in DRE Accusation Case No. H-29666 LA,  
22 JOHNSON's REB license was suspended for thirty (30) days, stayed for one (1) year, for  
23 violation of: Code Section 10145 and Regulation 2832.1; Code Section 10145 and Regulation  
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1 2831; Code Section 10145 and Regulation 2831.1; Code Section 10145 and Regulation 2831.2;  
2 Code Section 10145 and Regulation 2832; Code Section 10177(g); Regulation 2726; and Code  
3 Section 10177(d).

4 5.

5 Expiration

6 JOHNSON's REB license will expire on June 21, 2025.

7 **APPLICABLE SECTIONS OF THE REAL ESTATE LAW**

8 6.

9 **Grounds for Revocation or Suspension**

10 **(Code Section 10176 (selected portions))**

11 Pursuant to Code Section 10176 *Grounds for Revocation or Suspension*:

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

18 (a) Making any substantial misrepresentation.

19 (b) Making any false promise of a character likely to influence, persuade, or  
20 induce.  
21

22 ...

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

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4 7.

5 **Further Grounds for Disciplinary Action**

6 **(Code Section 10177 (selected portions))**

7 Pursuant to Code Section 10177 *Further Grounds for Disciplinary Action*:

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

11 ...

12 (d) Willfully disregarded or violated the Real Estate Law (Part 1 (commencing  
13 with Section 10000)) or Chapter 1 (commencing with Section 11000) of Part 2 or the rules and  
14 regulations of the commissioner for the administration and enforcement of the Real Estate Law  
15 and Chapter 1 (commencing with Section 11000) of Part 2.

16 ...

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

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**Cost Recovery**

**(Code Section 1016)**

Pursuant to Code Section 10106 *Cost Recovery of Investigations*:

“(a) Except as otherwise provided by law, 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 the investigation and enforcement of the case.

(b) In the case of a disciplined licensee that is a corporation or a partnership, the order may be made against the licensed corporate entity or licensed partnership.

(c) A certified copy of the actual costs, or a good faith estimate of costs where actual costs are not available, signed by the commissioner or the commissioner’s designated representative, shall be prima facie evidence of reasonable costs of investigation and prosecution of the case. The costs shall include the amount of investigative and enforcement costs up to the date of the hearing, including, but not limited to, charges imposed by the Attorney General.

(d) The administrative law judge shall make a proposed finding of the amount of reasonable costs of investigation and prosecution of the case when requested pursuant to subdivision (a). The finding of the administrative law judge with regard to costs shall not be reviewable by the commissioner to increase the cost award. The commissioner may reduce or eliminate the cost award, or remand to the administrative law judge where the proposed decision fails to make a finding on costs requested pursuant to subdivision (a).

(e) Where an order for recovery of costs is made and timely payment is not made as directed in the commissioner’s decision, the commissioner may enforce the order for

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1 repayment in any appropriate court. This right of enforcement shall be in addition to any other  
2 rights the commissioner may have as to any licentiate to pay costs.

3 (f) In any action for recovery of costs, proof of the commissioner's decision shall  
4 be conclusive proof of the validity of the order of payment and the terms for payment.

5 (g) (1) Except as provided in paragraph (2), the department shall not renew or  
6 reinstate the license of any licensee who has failed to pay all of the costs ordered under this  
7 section.

8 (2) The department may, in its discretion, conditionally renew or reinstate  
9 for a maximum of one year the license of any licensee who demonstrates  
10 financial hardship and who enters into a formal agreement with the  
11 department to reimburse the department within that one-year period for the  
12 unpaid costs.

13 (h) All costs recovered under this section shall be considered a reimbursement for  
14 costs incurred and shall be deposited in the Real Estate Fund to be available, notwithstanding  
15 Section 10451, upon appropriation by the Legislature.

16 (i) Nothing in this section shall preclude the department from including the  
17 recovery of the costs of investigation and enforcement of a case in any stipulated settlement.

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1 **FACTS DISCOVERED BY THE DRE**

2 **Melvin K. Complaint Package**

3 9.

4 **JOHNSON's Introduction of C to T&T**

5 According to a complaint ("Complaint") submitted to the DRE by Dr. Melvin K.  
6 ("C") with attachments of the pertinent documents referenced within the Complaint, C sought a  
7 location in which to hold religious services and contacted JOHNSON, who indicated that he had  
8 a client (Jason T./T&T Pharmacy, hereinafter "T&T") who wished to vacate the facility that he  
9 was leasing. According to C, JOHNSON represented to him that T&T agreed to lease the facility  
10 located at 320 E. Manchester Blvd. ("subject property") to C, and all that JOHNSON needed to  
11 do was to secure approval from the property owner to sub-lease the property.

12 10.

13 **8/5/19 Sub-Lease Agreement**

14 Upon JOHNSON's assurances that said property owner approval was secured, C  
15 as "Assignee" and T&T as "Assignor" signed an "Assignment and Assumption of Lease and  
16 Consent of Lessor" ("sub-lease agreement") on August 5, 2019 and C paid \$5,000 in the form of  
17 two (2) checks drawn from the Chase Bank account for C's ministry, Divine Deliverance  
18 Ministries ("DDM"). Said August 5, 2019 sub-lease agreement bore a footer for "L.A. City  
19 Properties, 330 E. Manchester Blvd., Ste #B, Inglewood, CA 90301, Junius Johnson" and was  
20 signed by JOHNSON as broker.

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1 11.

2 C's 8/5/19 Payments to T&T and JOHNSON

3 The \$5,000 that C paid was comprised of a \$2,500 check (check no. 172, bearing  
4 memo: "Deposit 330 Manchester") payable to "T&T Pharmacy" and a \$2,500 check (check no.  
5 177, bearing memo: "LA City Properties") payable to "Junius Johnson."  
6

7 12.

8 C's Conversion of Subject Property

9 After executing the August 5, 2019 sub-lease agreement and rendering payment to  
10 both T&T and JOHNSON, C and/or DDM spent \$12,000 converting the subject property, which  
11 T&T had operated as a pharmacy, to a place of worship.  
12

13 13.

14 Notice To Quit

15 On or about a date not specified by C, the property owner served a "Notice to  
16 Permanently Perform Covenant or Quit" ("NTQ") dated October 20, 2019 and November 9 and  
17 10, 2019 on T&T for violation of the agreed use provision of its lease, and ordered its removal of  
18 "the unauthorized business of Divine Deliverance Ministries" within three (3) days.  
19

20 14.

21 JOHNSON's Assurances to C Regarding Continued Occupation of Subject Property

22 According to C, when he contacted JOHNSON regarding the NTQ, JOHNSON  
23 assured C that he could continue to occupy the subject property.  
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1 15.

2 Reimbursement Request

3 According to C, when he contacted JOHNSON upon learning that the property  
4 owner would not honor the August 5, 2019 sub-lease agreement, and requested a reimbursement  
5 of the of the monies paid to him, JOHNSON indicated he would not provide reimbursement  
6 "because he did his job." To date, JOHNSON has not reimbursed C.

7 JOHNSON's Response to DRE Request for Information

8 16.

9 On or about July 20, 2020, JOHNSON answered the DRE's request for  
10 information regarding the subject property and supplied the responses and documents in his  
11 possession pertaining to the subject property.

12 17.

13 JOHNSON is Not the Property Manager of the Subject Property

14 According to JOHNSON, he/his office does not have a management file for the  
15 subject property, "as I was not handling Property Management for this Company," and "We are  
16 not the property manager of 320 E Manchester." JOHNSON indicated that all funds are wired to  
17 escrow; that lease fund checks are processed to the owners on the date that an agreement is  
18 signed; and that the commission check is payable to him as the REB.

19 18.

20 JOHNSON's Affiliation with the Subject Property

21 With respect to the subject property, JOHNSON stated that he leased the property  
22 next door (located at 330 E. Manchester #B) to the subject property when T&T's prior tenant  
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1 backed out of the sublease, and that C contacted JOHNSON regarding his need to lease a  
2 building.

3 19.

4 JOHNSON's Relationship with Subject Property Owner and Involvement in C's Sub-Lease

5 According to JOHNSON, he met with the owner of the subject property prior to C  
6 taking possession to review the contract and transition, and provided copies of the application,  
7 credit report and attachments. JOHNSON indicated that the only question at the time was which  
8 party was to pay the commission; he was informed that the sub-lessor would handle the  
9 commission. According to JOHNSON, "At that time, he did not deny the lessor his right to sub-  
10 lease the Owner stated he would give the agreement and documents to his assistant to have his  
11 partner sign as he had done with other Tenants." JOHNSON asserted, "As I have been working  
12 with Mohammad (the Owner) for over thirty (30) years, I accepted his word and understood that  
13 he had returned the Agreement to the Sub-Lessor."

14 20.

15 JOHNSON's Leasing Commission

16 JOHNSON understood that the \$5,000 that C paid was for the "1<sup>st</sup> Month Lease  
17 and Security Deposit that was paid to the Owner." According to Johnson, "My leasing  
18 commission is one month rent that I receive on signing the lease agreement in which the sub  
19 lessor paid from his proceeds."

20 21.

21 January 2020 E-Mails Between JOHNSON, C, and Jason T.

22 In his responsive documents to the DRE, JOHNSON included emails between  
23 himself, C and Jason T., including but not limited to the following:  
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1 A. On January 12, 2020 at 4:24 A.M., C forwarded to JOHNSON emails between  
2 the attorney representing C (Fahim Farivar, Esq., hereinafter "Farivar") and the attorney  
3 representing the property owner (Lorraine Anderson, Esq., hereinafter "Anderson") in the  
4 property owner's unlawful detainer action to remove C from the subject property.

5 B. On January 13, 2020 at 10:32 A.M., JOHNSON emailed C and informed that,  
6 "...the Pharmacy paid me a commission therefore any refunds for deposits made should be  
7 received from the Pharmacy. Please confirm."

8 C. On January 13, 2020 at 11:05 A.M., JOHNSON e-mailed C again and stated, "I  
9 have an agreement with Jason [T.] to sub-lease this property if you agree to move out that is  
10 between you and him. I did my job and he paid me with your deposit. [sic]"

11 D. On January 13, 2020 at 11:13 A.M., C added Jason T. to the e-mail distribution  
12 and wrote, "Jason, just [sic] want to inform you that Junius Johnson is saying you're responsible  
13 for my \$5,000 deposit..."

14 E. On January 13, 2020 at 1:13 P.M., Jason T. e-mailed a responsive e-mail  
15 addressed to JOHNSON in which he clarified, "I did not hire you to present [sic] me...you said  
16 you found clients that are willing to sublease my unit...then you started to bring in the sublease  
17 paperwork and ask [sic] me to sign...At the time, I believed that you did all the required  
18 documents for our sublease correctly and legally... You said that I hired you, do you have the  
19 contract saying I hired you?" and "I did not pay you \$2,500 but Pastor Melvin K. paid you. Pastor  
20 K. signed you a \$2,500 check but not me."

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25 DRE Accusation of Junius Johnson, Jr.  
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Documents Relating to Subject Property

In his responsive documents to the DRE, JOHNSON included documents relating to the subject property, including but not limited to the following:

- A. 330 Manchester Management LLC: According to the Secretary of State's ("SOS") website, 330 Manchester Management LLC ("330 MM") is a California limited liability corporation ("LLC"), registered on November 8, 2013, SOS ID 201331610085 and presently "FTB Suspended." According to 330 MM's September 5, 2017 Statement of Information, it provides property management and Mohamad P. is its managing member, agent for service of process and chief executive officer.
- B. July 25, 2019 "Standard Sublease Multi-Tenant" Between T&T and James W.: On July 25, 2019, "Sublessor" T&T as "Sublessee" Optimum Synergy Enterprises (James W. as principal and guarantor) executed a document titled "Standard Sublease Multi-Tenant" ("sublease multi-tenant agreement") and identified as "20160720" for the subject property for the period commencing September 1, 2019 and ending April 30, 2021. (Said July 25, 2019 sub-lease multi-tenant agreement bore a footer for "L.A. City Properties, 330 E. Manchester Blvd., Ste #B, Inglewood, CA 90301, Junius Johnson" and was signed by JOHNSON as broker.)
- C. July 26, 2019 Sub-Lease Agreement Between T&T and James W.: On or about July 20, 25, and 26, 2019, T&T as "Assignor" and James W. as Assignee" signed a sub-lease agreement wherein T&T assigned all of its right,

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1 title and interest in the property pursuant to its lease dated July 20, 2016,  
2 James W. assumed the lease, and T&T consented to the assignment and  
3 assumption of its lease. (Said July 26, 2019 sub-lease agreement bore a footer  
4 for "L.A. City Properties, 330 E. Manchester Blvd., Ste #B, Inglewood, CA  
5 90301, Junius Johnson.")

6 D. August 5, 2019 Sub-Lease Agreement Between T&T and C: On or about  
7 August 5, 2019, T&T as "Assignor" and C as Assignee" signed a sub-lease  
8 agreement wherein T&T assigned all of its right, title and interest in the  
9 property pursuant to its lease dated Jul 20, 2016 and C assumed the lease;  
10 *however, 330 MM did not sign its consent to the assignment and assumption*  
11 *of its lease, as the "Consent of Assignment" section for 330 M has neither*  
12 *been signed nor filled in.* (This document is also referenced above in  
13 Paragraph 10.) (Said August 5, 2019 sub-lease agreement bore a footer for  
14 "L.A. City Properties, 330 E. Manchester Blvd., Ste #B, Inglewood, CA  
15 90301, Junius Johnson." Additionally, the copy of the August 5, 2019 sub-  
16 lease agreement provided by JOHNSON differs from the copy of the same  
17 document provided by C in that JOHNSON's copy bears a handwritten date  
18 and two initials that appear to be cursive "Js" on the "Date" line adjacent to  
19 C's signature.

20 E. August 5, 2019 "Option(s) to Extend Standard Lease Addendum": On or  
21 about August 5, 2019, an "Option(s) to Extend Standard Lease Addendum"  
22 ("extension option") was initialed by "MK" and "KT" that memorialized  
23 lessor 330 M's grant to lessee T&T of an option to extend the lease on the  
24

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1 subject property for one (1) additional 24-month period. (Said August 5, 2019  
2 extension option bore a footer for "L.A. City Properties, 330 E. Manchester  
3 Blvd., Ste #B, Inglewood, CA 90301, Junius Johnson.")

4 F. August 5, 2019 "Guaranty of Lease": On or about August 5, 2019, a  
5 "Guaranty of Leases" ("guaranty of lease") was initialed by "MK" and "KT"  
6 on page 1, but unsigned at page 2. (Said August 5, 2019 guaranty of lease  
7 bore a footer for "L.A. City Properties, 330 E. Manchester Blvd., Ste #B,  
8 Inglewood, CA 90301, Junius Johnson.")

9 G. November 9, 2019 NTQ: On or about November 9, 2019, an NTQ dated and  
10 witnessed on October 20, 2019 and November 9 and 10, 2019, signed by  
11 Clarissa B. as "Agent/Landlord" was served on T&T "and all others in  
12 possession" to remove "the unauthorized business of Divine Deliverance  
13 Ministries" within three (3) days.

14 H. May 30, 2020 E-mail on Behalf of Property Owner Requesting Assistance in  
15 Securing Tenants for Subject Property: On or about May 30, 2020, Clarissa B.,  
16 on behalf or, and by instruction of, the property owner and/or Mohamad P.  
17 requested assistance from JOHNSON in securing tenants to lease the subject  
18 property vacated by DDM and T&T.

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1                                    **Property Owner Mohamad P.'s Responses to DRE Request for Information**

2    23.

3    Unanswered DRE E-mail

4                                    On September 30, 2020, DRE Special Investigator Lizzette C. ("the DRE SI")  
5                                    emailed property owner Mohamad P. regarding the sublease on the subject property between  
6                                    T&T and C, as crafted by JOHNSON. Specifically, the DRE SI asked Mohamad P. three (3)  
7                                    direct questions:

- 8    A. "Did Junis [sic] Johnson have your prior approval to conduct the sublease  
9    between T&T Inc. and Melvin K.?"
- 10   B. "During the transaction, were you aware of the sublease?"
- 11   C. "Did you receive any funds/rental monies for the subject transaction?"

12                                    To date, Mohamad P. has not responded to the DRE SI's September 30, 2020 e-mail.

13    24.

14    Unanswered DRE Letter

15                                    On January 13, 2021, the DRE SI sent to property owner Mohamad P. via U.S.  
16                                    Mail a letter to his address of record on file with the SOS regarding the sublease on the subject  
17                                    property between T&T and C, as crafted by JOHNSON. Specifically, the DRE SI asked  
18                                    Mohamad P.:

- 19    A. "How did you (owner, Mohamad) meet JUNIUS JOHNSON JR.?"
- 20    B. "Did JUNIUS JOHNSON JR. have your prior approval to sub-lease the  
21    subject property before he drafted the "Assignment and Assumption of Lease  
22    and Consent of Lessor between T&T, Inc. and Melvin K. dated 08/05/19?"

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1 C. "Did you (owner, Mohamad) hire JUNIUS JOHNSON JR. to sub-lease the  
2 subject property before 08/05/19 or during the sub-lease transaction between  
3 T&T, Inc. and Melvin K.?"

4 D. "How were you involved in this transaction?"

5 E. "Did you receive any funds related to the sub-lease between your property,  
6 T&T, Inc. and Melvin K.?"

7 To date, Mohamad P. has not responded to the DRE SI's January 13, 2021 letter.

8 **Attorney [for Property Owner]'s Responses to DRE Request for Information**

9 25.

10 **Response to DRE E-mail**

11 On June 14, 2021 at 3:08 P.M., the DRE SI emailed Anderson regarding the  
12 sublease on the subject property between T&T and C. Specifically, the DRE SI directly asked  
13 Anderson, "Do you know if Junius Johnson actually went to see your client before creating the  
14 sub-lease?" On the same day, at 3:39 P.M. Anderson replied with, "We never got any approval  
15 for a sub-let. Mostly emails exchanged..." and offered to provide the eviction file and to forward  
16 e-mails.

17 **Responsive Documents to DRE E-mail**

18 26.

19 Also on June 14, 2021, Anderson sent to the DRE SI a series of emails with  
20 document attachments, including, but not limited to:

21 A. an e-mail dated May 30, 2020 from Clarissa B. on behalf of Mohamad P.  
22 seeking JOHNSON's assistance in securing a tenant to lease the subject  
23 property (referenced above in Paragraph 22, at 22H.);  
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1 B. JOHNSON's professional resume;

2 C. an "Exclusive Listing Agreement for Sublease of Real Property (Non-  
3 Residential)" for the subject property dated June 8, 2020, that listed JOHNSON as  
4 the "Agent" for "Lessor" 330 MM (This document bore a footer for "kW Keller  
5 Williams Junius Johnson Broker Associate L.A. City Properties, 111 n [sic] La  
6 Brea Ave suite [sic] 500 INGLEWOOD, CA 90301 Junius Johnson.")

7 D. a "Standard Industrial/Commercial Multi-Tenant Lease - Net" for the subject  
8 property dated April 16, 2016 between "Lessor" 330 MM and "Lessee" T&T  
9 (inclusive of Section 12.2 "Terms and Conditions Applicable to Assignment and  
10 Subletting") and signed by Mohamad P. and T&T on April 18, 2016;

11 E. the unlawful detainer file for 330 Manchester Management, LLC v. T&T Care,  
12 Inc. dba T & T Pharmacy, Los Angeles County Case No. 19IWUD02510  
13 (inclusive of the Conditional Stipulation to Pay and Stay and Other Terms  
14 executed by Mohammad P. and T&T); and

15 F. an e-mail dated October 21, 2020 from Ana G. to Anderson on behalf of  
16 Mohamad P. seeking review of sub-lease documents.

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1 **T&T's Responses to DRE Request for Information**

2 27.

3 Jason T. returned a Declaration dated December 22, 2020 to the DRE regarding  
4 the sub-lease of the subject property. In his Declaration, Jason T. asserted the following:

5 28.

6 **JOHNSON Approached Jason T. Regarding Sub-Leasing**

7 According to Jason T. (on behalf of T&T), he was not acquainted with JOHNSON  
8 prior to JOHNSON's approach to his pharmacy, and there was never an agreement or contract  
9 between T&T and JOHNSON regarding the sub-lease of the subject property. According to  
10 Jason T., when JOHNSON came to his pharmacy, he asked multiple questions regarding the  
11 hallway and restroom that is shared with the adjacent unit. During their conversation, Jason T.  
12 mentioned that he/T&T would move out of the subject property around September or October  
13 (2019).

14 29.

15 **JOHNSON Presented Sublease Documents to Jason T.**

16 According to Jason T., a few weeks after his conversation with JOHNSON  
17 wherein he disclosed the timeframe during which he would move out of the subject property,  
18 JOHNSON returned and informed Jason T. that he might have tenants interested in taking over  
19 the subject property. JOHNSON brought three (3) different potential tenants to examine the  
20 subject property and asked Jason T. for a copy of his lease. According to Jason T., JOHNSON  
21 eventually returned with Melvin K. (C) and "a bunch of paperwork" for Jason T. to initial and  
22 sign. JOHNSON represented that the documents related to the sublease and informed Jason T.  
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1 that Melvin K. (C) would pay him (T&T/Jason T.) a security deposit in the amount of \$2,500 and  
2 pay JOHNSON \$2,500 as well for his representation of Melvin K. (C).

3 30.

4 JOHNSON Made Assurances to Jason T. Regarding the Sub-Lease

5 According to Jason T., he indicated to JOHNSON many times that he would only  
6 sublease the subject property if it was all completed legally, to which JOHNSON “repeatedly  
7 said yes.” Relying on JOHNSON’s assurances, Jason T./T&T moved out of the subject property  
8 on September 30, 2019 and C moved in. Shortly thereafter, Jason T. received correspondence  
9 from the landlord’s attorney notifying that he had violated the lease; Jason T. understood that to  
10 avoid a lawsuit, C had to vacate the subject property in 30 days. From that point on, Jason T. and  
11 C sought assistance from JOHNSON, to no avail. According to Jason T., upon hiring an attorney  
12 to negotiate with the landlord, C agreed to move out, and he (Jason T.) refunded C the \$2,500  
13 that C paid him (check no. 172).

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1 or revocation of all licenses and license rights of respondent JOHNSON under the Real Estate  
2 Law

3 **COSTS**

4 34.

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

9 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this  
10 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action  
11 against all the licenses and license rights of Respondent **JUNIUS JOHNSON JR.** under the Real  
12 Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and  
13 further relief as may be proper under other applicable provisions of law.

14 Dated at San Diego, California

15 this 27 day of AUGUST 2021.

16  
17  
18   
19 Veronica Kilpatrick  
20 Supervising Special Investigator

21 cc: Junius Johnson Jr.  
22 Veronica Kilpatrick  
23 Sacramento D.O.

24  
25  
26 DRE Accusation of Junius Johnson, Jr.