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**FILED**

MAR - 8 2024

DEPT. OF REAL ESTATE

By- 

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation against  
12 BRIAN KYUN KYO JUNG, individually and as  
Designated Officer for Partner of Dream, Inc., and  
13 PARTNER OF DREAM, INC.,  
14 Respondents.

DRE No. H-42797 LA

**FIRST AMENDED**  
**ACCUSATION**

16 This First Amended Accusation amends the Accusation filed on February 8, 2024. The  
17 Complainant, Jason Parson, a Supervising Special Investigator for the Department of Real  
18 Estate<sup>1</sup> (“Department”) of the State of California, for cause of Accusation against BRIAN  
19 KYUN KYO JUNG, individually and as Designated Officer for Partner of Dream, Inc., and  
20 PARTNER OF DREAM, INC., (collectively “Respondents”), is informed and alleges as  
21 follows:

22 1. The Complainant, Jason Parson, a Supervising Special Investigator for the  
23

24 <sup>1</sup> Between July 1, 2013, and July 1, 2018, the Department of Real Estate operated as the Bureau of Real Estate under the Department of Consumer Affairs.

1 Department, makes this First Amended Accusation (“Accusation”) in his official capacity.

2 2. Unless otherwise noted, all references to the “Code” are to the California  
3 Business and Professions Code, all references to the “Real Estate Law” are to Part 1 of Division  
4 4 of the Code, and all references to “Regulations” are to California Code of Regulations, Title  
5 10, Chapter 6.

6 STATEMENT OF FACTS

7 Licenses

8 3. Respondents are presently licensed and/or have license rights under the Real  
9 Estate Law (Part 1 of Division 4 of the Code).

10 4. From February 22, 2018, through the present, Respondent BRIAN KYUN KYO  
11 JUNG, aka Kyun Kyo Jung, (“Respondent JUNG”) has been licensed by the Department as a  
12 real estate broker, License ID 01946975. Respondent JUNG’s license is scheduled to expire on  
13 June 30, 2026. Respondent has renewal rights pursuant to Code section 10201. The Department  
14 retains jurisdiction pursuant to Code section 10103. Respondent JUNG was formerly licensed as  
15 a real estate salesperson from January 15, 2014, through February 21, 2018.

16 5. From April 17, 2018, through the present, Respondent PARTNER OF DREAM,  
17 INC. (“Respondent PODI”) has been licensed by the Department as a real estate broker, License  
18 ID 02063235. Respondent PODI’s license is scheduled to expire on August 18, 2026.  
19 Respondent has renewal rights pursuant to Code section 10201. The Department retains  
20 jurisdiction pursuant to Code section 10103.

21 6. Maricela Padilla-Hill, aka Maricela P. Hill and Maricela Hill (“Hill”) has never  
22 been licensed in any capacity by the Department.

23 ///

1           7.       At all times herein mentioned, Respondent PODI was and now is licensed by the  
2 Department as a corporate real estate broker by and through Respondent JUNG as designated  
3 officer-broker of Respondent PODI to qualify said corporation and to act for said corporation as  
4 a real estate broker.

5           8.       At all times herein mentioned, Respondent JUNG was licensed by the Department  
6 as a real estate broker, individually and as designated officer-broker of Respondent PODI. As  
7 said designated officer-broker, Respondent JUNG was at all times mentioned herein responsible  
8 pursuant to Section 10159.2 of the Code for the supervision of the activities of the officers,  
9 agents, real estate licensees, and employees of Respondent PODI for which a license is required.

10          9.       At all times herein mentioned, Respondent JUNG, as the officer designated by  
11 Respondent PODI pursuant to Section 10211 of the Code, was responsible for the supervision  
12 and control of the activities conducted on behalf of Respondent JUNG by its officers and  
13 employees as necessary to secure full compliance with Real Estate Law as set forth in Section  
14 10159.2 of the Code.

15          10.       Respondent PODI is currently licensed to do business as “BJ Realty.”  
16 Respondent PODI was formerly licensed to do business as “Brian Jung Realty” from April 17,  
17 2018, through April 17, 2022.

18          11.       Respondents have never been licensed to do business as “Good Neighbor  
19 Property Management,” “Good Neighbor Property Management, LLC,” “GNPM, LLC,” or  
20 “GNPM.”

21          12.       “Good Neighbor Property Management,” “Good Neighbor Property Management,  
22 LLC,” “GNPM, LLC,” and “GNPM” have never been licensed in any capacity by the  
23 Department.  
24

1           13.     Respondent JUNG is an officer, manager, or director of Good Neighbor Property  
2 Management, LLC.

3           14.     Whenever reference is made in an allegation in this Accusation to an act or  
4 omission of Respondent PODI, “Good Neighbor Property Management,” “Good Neighbor  
5 Property Management, LLC,” “GNPM, LLC,” or “GNPM,” such allegation shall be deemed to  
6 mean that the officers, directors, employees, agents and/or real estate licensees employed by or  
7 associated with Respondent PODI, “Good Neighbor Property Management,” “Good Neighbor  
8 Property Management, LLC,” “GNPM, LLC,” or “GNPM” committed such act or omission  
9 while engaged in the furtherance of the business or operations of such corporate respondent or  
10 Limited Liability Company, and while acting within the course and scope of their authority and  
11 employment.

12           15.     “JWA Properties, LLC” has never been licensed in any capacity by the  
13 Department.

14           16.     “Green Dragon Holdings, LLC” has never been licensed in any capacity by the  
15 Department.

16     65<sup>th</sup> St. properties

17           17.     In 2020, JWA Properties, LLC owned rental properties located at: 800 W. 65<sup>th</sup>  
18 Street, Los Angeles, California 90044, and 800 ½ W. 65<sup>th</sup> Street, Los Angeles, California 90044  
19 (collectively “65<sup>th</sup> St. properties”).

20           18.     At all times relevant herein, which includes the last three years, Respondent  
21 JUNG, while doing business as Good Neighbor Property Management, LLC (“GNPM, LLC”) and  
22 “Brian Jung Realty” acted as a property manager for the 65<sup>th</sup> St. properties.

23           19.     GNPM, LLC charged and collected compensation for property management  
24 activities that require a real estate license pursuant to Code section 10131, subdivision (b).

1           20.     On or about August 7, 2020, JWA Properties, LLC, and Respondent JUNG,  
2 while doing business as GNPM, LLC and/or Brian Jung Realty, entered into a Property  
3 Management Agreement for the 65<sup>th</sup> St. properties. Brian Jung Realty and GNPM, LLC  
4 executed the Property Management Agreement as the real estate broker and listed Respondent  
5 PODI's License ID 02063235. Respondent JUNG is listed as the agent for the real estate broker  
6 and listed JUNG's License ID 01946975.

7           21.     Respondents used the name GNPM, LLC to issue notices, communications, and  
8 invoices regarding the 65<sup>th</sup> St. properties.

9           22.     On or about September 21, 2020, Respondent JUNG negotiated a Residential  
10 Lease with tenants J.T.<sup>2</sup> and Y.P.S. for the 65<sup>th</sup> St. properties. The real estate broker for the  
11 leasing firm is listed as Brian Jung Realty, with no License ID number listed on the copy of the  
12 rental agreement that was given to the tenants. The real estate broker for the listing firm is listed  
13 as Brian Jung Realty, with no License ID number listed on the copy of the rental agreement that  
14 was given to the tenants. Respondent JUNG is listed as the agent for Brian Jung Realty, with no  
15 License ID number listed for Respondent JUNG on the copy of the rental agreement that was  
16 given to the tenants.

17           23.     The tenants were instructed to pay their security deposit to GNPM, LLC, and to  
18 make their monthly rent payments payable to GNPM, LLC.

19           24.     GNPM, LLC collected management fees for property management activities that  
20 require a real estate license pursuant to Code section 10131, subdivision (b), for the. 65<sup>th</sup> St.  
21 properties.

22 ///

23 \_\_\_\_\_  
24 <sup>2</sup> Initials are used in place of individuals' full names to protect their privacy. Documents containing individuals' full names will be provided during the discovery phase of this case to Respondent(s) and/or their attorneys, after service of a timely and proper request for discovery on Complainant's counsel.

1           25.     Hill issued notices, communications, and invoices regarding the 65<sup>th</sup> St.  
2 properties, on behalf of GNPM, LLC. Hill used the position title of General Property Manager  
3 for GNPM, LLC.

4           26.     In or around January of 2022, the tenants vacated the 65<sup>th</sup> St. properties. The  
5 tenants dealt with Hill, who acted on behalf of the landlord, GNPM, LLC, and Respondent  
6 JUNG.

7           27.     The tenants alleged that Respondents failed to appear for the scheduled move-out  
8 inspection and failed to respond to the tenants' messages regarding the move-out inspection.

9           28.     A dispute ensued between the tenants and Respondents for repair costs of  
10 approximately \$7,000.00 charged to the tenants by Respondents for alleged damages to the 65<sup>th</sup>  
11 St. properties.

12           29.     Respondent JUNG issued estimates and invoices for repair services by JUNG's  
13 company, BJ Construction, for the 65<sup>th</sup> St. properties.

14           30.     A complaint against Respondents was submitted to the Department regarding the  
15 Respondents' property management of the 65<sup>th</sup> St. properties. The Department investigated the  
16 complaint.

17 800 ½ W. 65<sup>th</sup> Street

18           31.     In 2022, Green Dragon Holdings, LLC owned the rental property located at:  
19 800 ½ W. 65<sup>th</sup> Street, Los Angeles, California 90044 ("800 ½ W. 65<sup>th</sup> St. property").

20           32.     On or about May 17, 2022, Respondent JUNG negotiated a Residential Lease on  
21 behalf of the landlord, Green Dragon Holdings, LLC, as landlord, for the 800 ½ W. 65<sup>th</sup> St.  
22 property, with tenants, S.G.H.R., J.C.A.U., C.Y.C.A. and M.D.C. The tenants' brokerage firm is  
23 listed as Brian Jung Realty, with Respondent PODI's License ID 01946975. The landlord's  
24 brokerage firm was listed as Brian Jung Realty, with Respondent PODI's License ID 02063235.

1 Respondent Jung was listed as the agent for Brian Jung Realty.

2 33. The tenants were instructed to pay their security deposit and monthly rent  
3 payments to GNPM, LLC.

4 34. GNPM, LLC collected management fees for property management activities that  
5 require a real estate license pursuant to Code section 10131, subdivision (b), for the 800 ½ W.  
6 65<sup>th</sup> St. property.

7 35. On or about March 29, 2023, Respondent JUNG negotiated a Residential Lease  
8 on behalf of Green Dragon Holdings, LLC, as landlord, for the 800 ½ W. 65<sup>th</sup> St. property, with  
9 tenants, P.M.A., M.M.A., K.R.C., and S.C.M.A. The tenants' brokerage firm is listed as BJ  
10 Realty, with Respondent JUNG's License ID 01946975. The landlord's brokerage firm was  
11 listed as BJ Realty/GNPM, LLC, with Respondent PODI's License ID 02063235. Respondent  
12 Jung was listed as the agent for both BJ Realty and GNPM, LLC.

13 36. The tenants were instructed to pay their security deposit and monthly rent  
14 payments to GNPM, LLC.

15 37. GNPM, LLC collected management fees for property management activities that  
16 require a real estate license pursuant to Code section 10131, subdivision (b), for the 800 ½ W.  
17 65<sup>th</sup> St. property.

18 38. Respondents produced an Employment Contract between GNPM, LLC and Hill,  
19 for the period beginning January 1, 2022. Under the employment agreement, for, or in  
20 expectation of compensation, Hill would act as a property manager for GNPM, LLC. The  
21 signatures on the Employment Contract were backdated to December 20, 2018.

22 39. On December 21, 2018, Respondent JUNG and Hill executed a document with  
23 the title: "Delegation of authority Good Neighbor Property Management." The document listed  
24 Hill's essential job duties and functions as an employee for property manager, GPNM, LLC.



1 collects rents from real property, or improvements thereon, or from business  
2 opportunities.

3 44. Code section 10137 provides:

4 “It is unlawful for any licensed real estate broker to retain, compensate,  
5 directly or indirectly, any person for performing any of the acts within the scope  
6 of this chapter who is not a licensed real estate broker, or a real estate salesperson  
7 licensed under the responsible broker retaining or compensating him or her, or to  
8 retain or compensate, directly or indirectly, any licensee for engaging in any  
9 activity for which a mortgage loan originator license endorsement is required, if  
10 that licensee does not hold a mortgage loan originator license endorsement;  
11 provided, however, that a licensed real estate broker may pay a commission to a  
12 broker of another state.

13 No real estate salesperson shall accept compensation for activity requiring  
14 a real estate license from any person other than the broker under whom he or she  
15 is at the time licensed.

16 It is unlawful for any licensed real estate salesperson to pay any  
17 compensation for performing any of the acts within the scope of this chapter to  
18 any real estate licensee except through the broker under whom he or she is at the  
19 time licensed. A licensee may enter into an agreement with another licensee to  
20 share that compensation provided that any compensation is paid through the  
21 responsible broker.

22 For a violation of any of the provisions of this section, the commissioner  
23 may temporarily suspend or permanently revoke the license of the real estate  
24 licensee, in accordance with the provisions of this part relating to hearings.”

45. Code section 10157 provides:

“No real estate license gives authority to do any act specified in this chapter to  
any person, other than the person to whom the license is issued.”

46. Code section 10159.5 provides:

“(a)(1) Every person applying for a license under this chapter who desires  
to have the license issued under a fictitious business name shall file with the  
application a certified copy of their fictitious business name statement filed with  
the county clerk pursuant to Chapter 5 (commencing with Section 17900) of Part  
3 of Division 7.

(2) A responsible broker may, by contract, permit a salesperson to do all  
of the following:

1 (A) File an application on behalf of a responsible broker with a county  
2 clerk to obtain a fictitious business name.

3 (B) Deliver to the department an application, signed by the responsible  
4 broker, requesting the department's approval to use a county approved fictitious  
5 business name that shall be identified with the responsible broker's license  
6 number.

7 (C) Pay for any fees associated with filing an application with a county or  
8 the department to obtain or use a fictitious business name.

9 (D) Maintain ownership of a fictitious business name, as defined in  
10 paragraph (1) of subdivision (a) of Section 10159.7, that may be used subject to  
11 the control of the responsible broker.

12 (b)(1) A salesperson using a fictitious business name authorized by  
13 subdivision (a), shall use that name only as permitted by the responsible broker.

14 (2) This section does not change a real estate broker's duties under this  
15 division to supervise a salesperson.

16 (c) A person applying to a county for a fictitious business name pursuant  
17 to subdivision (a) may file the application in the county or counties where the  
18 fictitious business name will be used.

19 (d) Advertising and solicitation materials, including business cards, print  
20 or electronic media and "for sale" signage, using a fictitious business name  
21 obtained in accordance with paragraph (2) of subdivision (a) shall include the  
22 responsible broker's identity, as defined in Section 10015.4, in a manner equally  
23 as prominent as the fictitious business name.

24 (e) Notwithstanding subdivision (b) of Section 10140.6, advertising and  
solicitation materials, including print or electronic media and "for sale" signage,  
containing a fictitious business name obtained in accordance with paragraph (2)  
of subdivision (a) shall include the name and license number of the salesperson  
who is using the fictitious business name.

(f) Notwithstanding Section 10185, a violation of this section is not a  
misdemeanor."

#### COST RECOVERY

47. 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

1 part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the  
2 case.

3 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this  
4 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action  
5 against all licenses and license rights of Respondents under the Real Estate Law (Part 1 of  
6 Division 4 of the Business and Professions Code), for the cost of investigation and enforcement  
7 as permitted by law, and for such other and further relief as may be proper under other  
8 provisions of law.

9 Dated Mar 5, 2024, at Los Angeles, California.

11 

12 JASON PARSON  
13 Supervising Special Investigator

14 cc: Brian Kyun Kyo Jung  
15 Partner of Dream, Inc.  
16 Maricela Padilla-Hill  
17 eXp Realty of Greater Los Angeles, Inc.  
18 Jason Parson  
19 Sacto.  
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