

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-8700
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FILED
DEC 22 2022
DEPARTMENT OF REAL ESTATE
By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) No. H-7080 SAC
13 INNOVATIVE PROPRIETARY ADVISORS,)
14 INC., DEANNA CHRISTINE CHAVIS,) STIPULATION AND
15 JESSICA MARIE PARKER,) AGREEMENT
16 DARRICK JONATHAN CHAVIS and)
17 APRIL GAXIOLA,)
18 Respondents.)

19 It is hereby stipulated by and between DEANNA CHRISTINE CHAVIS.
20 (DEANNA), and DARRICK JONATHAN CHAVIS (DARRICK) (collectively referred to as
21 "Respondents"), represented by David M. Levy, and the Complainant, acting by and through
22 Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for the
23 purpose of settling and disposing the First Amended Accusation filed on October 26, 2021, in
24 this matter:

- 25 1. All issues which were to be contested and all evidence which was to be
26 presented by Complainant and Respondents at a formal hearing on the First Amended
27 Accusation, which hearing was to be held in accordance with the provisions of the
Administrative Procedure Act (APA), shall instead and in place thereof be submitted solely on

1 the basis of the provisions of this Stipulation and Agreement.

2 2. Respondents have received, read, and understand the Statement to
3 Respondent, and the Discovery Provisions of the APA filed by the Department in this
4 proceeding.

5 3. Respondents filed a Notice of Defense pursuant to Section 11505 of the
6 Government Code for the purpose of requesting a hearing on the allegations in the First
7 Amended Accusation. Respondents hereby freely and voluntarily withdraw said Notice of
8 Defense. Respondents acknowledge that Respondents understand that by withdrawing said
9 Notice of Defense Respondents will thereby waive Respondents' rights to require the Real Estate
10 Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing
11 held in accordance with the provisions of the APA, and that Respondents will waive other rights
12 afforded to Respondents in connection with the hearing such as the right to present evidence in
13 defense of the allegations in the First Amended Accusation and the right to cross-examine
14 witnesses.

15 4. This Stipulation and Agreement is based on the factual allegations
16 contained in the First Amended Accusation. In the interest of expediency and economy,
17 Respondents choose not to contest these factual allegations, but to remain silent and understand
18 that, as a result thereof, these factual statements will serve as a prima facie basis for the
19 "Determination of Issues" and "Order" set forth below. The Commissioner shall not be required
20 to provide further evidence to prove such allegations.

21 5. This Stipulation is made for the purpose of reaching an agreed disposition
22 of this proceeding and is expressly limited to this proceeding and any other proceeding or case in
23 which the Department or another licensing agency of this state, another state, or if the federal
24 government is involved, and otherwise shall not be admissible in any other criminal or civil
25 proceeding.

26 6. It is understood by the parties that the Commissioner may adopt the
27 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty

1 however, that the initial thirty (30) days of said suspension shall be stayed for two (2) years upon
2 the following terms and conditions:

3 (a) DEANNA shall pay a monetary penalty pursuant to Section 10175.2 of the Code
4 at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.

5 b) Said payment shall be in the form of a cashier's check made payable to the
6 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
7 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
8 Order.

9 c) No further cause for disciplinary action against the Real Estate licenses of
10 DEANNA occurs within two (2) years from the effective date of the decision in this matter.

11 2. If DEANNA fails to pay the monetary penalty as provided above prior to the
12 Effective date of this Order, the stay of the suspension shall be vacated as to that DEANNA and
13 the order of suspension shall be immediately executed, under this Order, in which event the said
14 DEANNA shall not be entitled to any repayment nor credit, prorated or otherwise, for the money
15 paid to the Department under the terms of this Order.

16 3. If DEANNA pays the monetary penalty and any other moneys due under this
17 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
18 license of said DEANNA occurs within two (2) years from the effective date of this Order, the
19 entire stay hereby granted this Order, as to said DEANNA only, shall become permanent.

20 4. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
21 following terms and conditions:

22 a) DEANNA shall obey all laws, rules and regulations governing the rights, duties
23 and responsibilities of a real estate licensee in the State of California; and,

24 b) That no final subsequent determination be made, after hearing or upon stipulation,
25 that cause for disciplinary action occurred within two (2) years from the effective date of this
26 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
27 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no

1 such determination be made, the stay imposed herein shall become permanent.

2 II

3 1. All licenses and licensing rights of DARRICK under the Real Estate Law are
4 suspended for a period of 120 days from the effective date of this Order; provided, however, that
5 the initial sixty (60) days of said suspension shall be stayed for two (2) years upon the following
6 terms and conditions:

7 a) DARRICK shall pay a monetary penalty pursuant to Section 10175.2 of the Code
8 at a rate of \$100 for each day of the suspension for a total monetary penalty of \$6,000.

9 b) Said payment shall be in the form of a cashier's check made payable to the
10 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
11 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
12 Order.

13 c) No further cause for disciplinary action against the Real Estate licenses of
14 DARRICK occurs within two (2) years from the effective date of the decision in this matter.

15 2. If DARRICK fails to pay the monetary penalty as provided above prior to
16 the effective date of this Order, the stay of the suspension shall be vacated as to that DARRICK
17 and the order of suspension shall be immediately executed, under this Order, in which event the
18 said DARRICK shall not be entitled to any repayment nor credit, prorated or otherwise, for the
19 money paid to the Department under the terms of this Order.

20 3. If DARRICK pays the monetary penalty and any other moneys due under this
21 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
22 license of said DARRICK occurs within two (2) years from the effective date of this Order, the
23 entire stay hereby granted this Order, as to said DARRICK only, shall become permanent.

24 4. Sixty (60) days of said suspension shall be stayed for two (2) years upon the
25 following terms and conditions:

26 a. DARRICK shall obey all laws, rules and regulations governing the rights, duties
27 and responsibilities of a real estate licensee in the State of California; and,

1 b. That no final subsequent determination be made, after hearing or upon stipulation,
2 that cause for disciplinary action occurred within two (2) years from the effective date of this
3 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
4 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
5 such determination be made, the stay imposed herein shall become permanent.

6
7 5. All licenses and licensing rights of RESPONDENTS are indefinitely
8 suspended unless or until they pay the sum of \$ 2,764.25 for the Commissioner's reasonable
9 cost of the investigation and enforcement which led to this disciplinary action. Said payment
10 shall be only in the form of a cashier's check or certified check made payable to the Department
11 of Real Estate. The investigative and enforcement costs must be delivered to the Department of
12 Real Estate, Legal Section at P.O. Box 137007, Sacramento, CA 95813-7007, prior to the
13 effective date of this Decision and Order.

14
15
16 DATED


17
18 RICHARD K. UNO
19 Counsel for Complainant

20 * * *

21 I have read the Stipulation and Agreement, discussed it with my counsel, and its
22 terms are understood by me and are agreeable and acceptable to me. I understand that I am
23 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
24 intelligently and voluntarily waive those rights, including the right of requiring the
25 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
26 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
27 the charges.

 Respondent and Respondent's attorney further agree to send the original signed
Stipulation by mail to the following address no later than one (1) week from the date the

I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

Respondent and Respondent's attorney further agree to send the original signed Stipulation by mail to the following address no later than one (1) week from the date the Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

DATED

09/30/2022

DATED

DEANNA CHRISTINE CHAVIS
Respondent

Darrick Jonathan Chavis

DARRICK JONATHAN CHAVIS
Respondent

I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED

DAVID M. LEVY
Attorney for Respondents

1 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
2 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
3 Respondent's attorney understand and agree that if they fail to return the original signed
4 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

5
6 10/7/2022

7 DATED

DocuSigned by:
Deanna Chavis
010E2BF2507449A
DEANNA CHRISTINE CHAVIS
Respondent

9
10 DATED

DARRICK JONATHAN CHAVIS
Respondent

11 ***

12 *I have reviewed the Stipulation and Agreement as to form and content and have*
13 *advised my clients accordingly.*

14
15
16 DATED

David Levy
DAVID M. LEVY
Attorney for Respondents

17 * * *

18 The foregoing Stipulation and Agreement is hereby adopted as my Decision and
19 Order and shall become effective at 12 o'clock noon on **JAN 11 2023**

20
21 IT IS SO ORDERED 12.15.22

22 DOUGLAS R. McCAULEY
23 REAL ESTATE COMMISSIONER

24 *Douglas R. McCauley*
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26
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