

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

FILED

APR 26 2021

DEPARTMENT OF REAL ESTATE
By B. Nicholas

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

10 In the Matter of the Accusation of:) Case No. H-6946 SAC
11)
12 SALLY RAE KALAVERAS) STIPULATION AND AGREEMENT
13 and DARELL FINLEY COX,) IN SETTLEMENT AND ORDER RE
14 Respondents.) SALLY RAE KALAVERAS ONLY

15 It is hereby stipulated by and between Respondent SALLY RAE KALAVERAS
16 ("KALAVERAS") acting by and through Mary E. Work, counsel for KALAVERAS, and the
17 Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real
18 Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation
19 filed on June 5, 2020, in this matter:

20 1. All issues which were to be contested and all evidence which was to be
21 presented by Complainant and KALAVERAS at a formal hearing on the Accusation, which
22 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
23 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
24 this Stipulation and Agreement In Settlement and Order ("Stipulation and Agreement").

25 2. KALAVERAS received, read, and understands the Statement to Respondent,
26 the Discovery Provisions of the APA, and the Accusation filed by the Department in this
27 proceeding.

1 3. On June 18, 2020, KALAVERAS filed a Notice of Defense pursuant to
2 Section 11505 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. KALAVERAS hereby freely and voluntarily withdraws said
4 Notice of Defense. KALAVERAS acknowledges that she understands that by withdrawing
5 said Notice of Defense she will thereby waive her right to require the Commissioner to prove
6 the allegations in the Accusation at a contested hearing held in accordance with the provisions
7 of the APA, and that she will waive other rights afforded to her in connection with the hearing
8 such as the right to present evidence in defense of the allegations in the Accusation and the
9 right to cross-examine witnesses.

10 4. KALAVERAS, pursuant to the limitations set forth below, hereby admits
11 that the factual allegations and/or findings of facts related to KALAVERAS, as set forth in the
12 Accusation filed in this proceeding, are true and correct and the Real Estate Commissioner
13 shall not be required to provide further evidence of such allegations.

14 5. This Stipulation and Agreement is made for the purpose of reaching an
15 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
16 proceeding or case in which the Department, the state or federal government, any agency of
17 this state, or an agency of another state is involved.

18 6. It is understood by the parties that the Real Estate Commissioner may adopt
19 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalties
20 and sanctions on KALAVERAS' real estate licenses and license rights as set forth in the below
21 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation
22 and Agreement, it shall be void and of no effect, and KALAVERAS shall retain the right to a
23 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
24 bound by any admission or waiver made herein.

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1 7. The Order or any subsequent Order of the Real Estate Commissioner made
2 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
3 any further administrative or civil proceedings by the Department with respect to any matters
4 which were not specifically alleged to be causes for accusation in this proceeding.

5 8. KALAVERAS understands that by agreeing to this Stipulation and Agreement,
6 KALAVERAS agree to be responsible for paying, pursuant to Section 10106 of the Business and
7 Professions Code ("the Code"), a portion of the costs of the investigation and enforcement of
8 this case which resulted in the determination that KALAVERAS committed the violation(s)
9 found in the Determination of Issues. The amount of such cost is \$1,720.50.

10 9. KALAVERAS further understands that by agreeing to this Stipulation and
11 Agreement, KALAVERAS agrees to be responsible for paying, pursuant to Section 10148 of the
12 Code, the costs of the audit which resulted in the determination that KALAVERAS committed
13 the trust fund violation(s) found in the Determination of Issues. The amount of such costs audit
14 costs is \$4,787.60.

15 10. KALAVERAS further understands that by agreeing to this Stipulation and
16 Agreement, the findings set forth below in the Determination of Issues become final, and that the
17 Commissioner may charge KALAVERAS for the costs of any audit conducted pursuant to
18 Section 10148 of the Code to determine if the violations have been corrected and hold
19 KALAVERAS responsible for paying the costs of the follow-up audit. The maximum costs of
20 said follow-up audit shall not exceed \$5,984.50.

21 11. KALAVERAS further agrees to testify as a witness for the Department in
22 any and all administrative hearings related to Department Case No. H-6946 SAC.
23 KALAVERAS also agrees that should she be called to testify as a witness for the Department,
24 KALAVERAS will provide truthful and honest testimony.

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The acts and/or omissions of KALAVERAS, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of KALAVERAS under the provisions of Sections 10137, 10145, 10159.5, 10177(d), and 10177(g) of the Code, and Sections 2731, 2831, 2831.1, 2831.2, 2832, and 2832.1 of Title 10, California Code of Regulations (“the Regulations”).

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1. The restricted license issued to KALAVERAS shall be subject to all of the provisions of Section 10156.7 of the Code as to the following limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

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1 California Real Estate Law, the Subdivided Lands Law, Regulations of the
2 Real Estate Commissioner, or conditions attaching to the restricted
3 license.

4 2. KALAVÉRAS shall not be eligible to apply for the issuance of an unrestricted
5 real estate license nor for removal of any of the conditions, limitations or restrictions of a
6 restricted license until two (2) years have elapsed from the effective date of this Decision.

7 3. KALAVÉRAS shall notify the Commissioner in writing within 72 hours of
8 any arrest by sending a certified letter to the Commissioner at the Department of Real Estate,
9 Post Office Box 137000, Sacramento, CA 95813-7000. The letter shall set forth the date of
10 KALAVÉRAS' arrest, the crime for which KALAVÉRAS was arrested and the name and
11 address of the arresting law enforcement agency. KALAVÉRAS' failure to timely file the
12 aforementioned written notice shall constitute an independent violation of the terms of the
13 restricted license and shall be grounds for the suspension or revocation of that license.

14 4. KALAVÉRAS shall, within nine (9) months from the effective date of this
15 Decision, present evidence satisfactory to the Commissioner that KALAVÉRAS has, since the
16 most recent issuance of an original or renewal real estate license, taken and successfully
17 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
18 Law for renewal of a real estate license. If KALAVÉRAS fails to satisfy this condition, the
19 Commissioner shall order the suspension of the restricted license until the KALAVÉRAS
20 presents such evidence. The Commissioner shall afford KALAVÉRAS the opportunity for
21 hearing pursuant to the APA to present such evidence.

22 5. KALAVÉRAS shall, within nine (9) months from the issuance of the Order,
23 take and pass the Professional Responsibility Examination administered by the Department,
24 including the payment of the appropriate examination fee. All licenses and licensing rights of
25 KALAVÉRAS shall be indefinitely suspended unless or until KALAVÉRAS passes the
26 examination.

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1 6. All licenses and licensing rights of KALAVÉRAS are indefinitely suspended
2 unless or until KALAVÉRAS pays the sum of \$1,720 for the portion of the Commissioner's
3 reasonable cost of the investigation and enforcement which led to this disciplinary action
4 against KALAVÉRAS. Said payment shall be in the form of a cashier's check or certified
5 check made payable to the Department of Real Estate. The investigative and enforcement
6 costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,
7 Sacramento, CA 95813-7013, prior to the effective date of this Order.

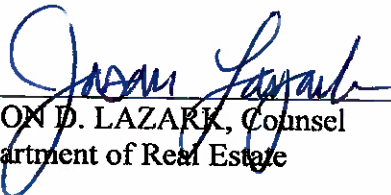
8 7. KALAVÉRAS shall pay the sum of \$4,787.60 for the Commissioner's cost
9 of the audit which led to this disciplinary action. KALAVÉRAS shall pay such cost within
10 sixty (60) days of receiving an invoice therefore from the Commissioner. The Commissioner
11 shall indefinitely suspend all licenses and licensing rights of KALAVÉRAS pending a hearing
12 held in accordance with Section 11500, et seq., of the Government Code, if payment is not
13 timely made as provided for herein, or as provided for in a subsequent agreement between
14 KALAVÉRAS and the Commissioner. The suspension shall remain in effect until payment is
15 made in full or until KALAVÉRAS enters into an agreement satisfactory to the Commissioner
16 to provide for payment, or until a decision providing otherwise is adopted following a hearing
17 held pursuant to this condition.

18 8. KALAVÉRAS shall pay the Commissioner's costs, not to exceed \$5,984.50,
19 of any audit conducted pursuant to Section 10148 of the Code to determine if KALAVÉRAS
20 has corrected the violations described in the Determination of Issues, above, and any other
21 violations found in the audit which led to this disciplinary action. In calculating the amount of
22 the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
23 salary for all persons performing audits of real estate brokers, and shall include an allocation
24 for travel time to and from the auditor's place of work. KALAVÉRAS shall pay such cost
25 within sixty (60) days of receiving an invoice therefore from the Commissioner detailing the
26 activities performed during the audit and the amount of time spent performing those activities.
27 If KALAVÉRAS fails to pay such cost within the sixty (60) days, the Commissioner shall

1 indefinitely suspend all licenses and licensing rights of KALAVÉRAS under the Real Estate
2 Law until payment is made in full or until KALAVÉRAS enters into an agreement satisfactory
3 to the Commissioner to provide for payment. Upon full payment, the indefinite suspension
4 provided for in this paragraph shall be stayed.

5 9. KALAVÉRAS agrees to testify as a witness for the Department in any and
6 all administrative hearings related to Department Case No. H-6946 SAC. In the event that
7 KALAVÉRAS is called to testify as a witness for the Department, KALAVÉRAS shall
8 provide truthful and honest testimony.

9
10 12/1/2020
11 DATED

12 
13 JASON D. LAZARK, Counsel
14 Department of Real Estate

15 * * *

16 I have read the Stipulation and Agreement and its terms are understood by me
17 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
18 the California Administrative Procedure Act (including but not limited to Sections 11506,
19 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and
20 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
21 allegations in the Accusation at a hearing at which I would have the right to cross-examine
22 witnesses against me and to present evidence in defense and mitigation of the charges.

23 KALAVÉRAS and her attorney further agree to send the original signed
24 Stipulation and Agreement by mail to the following address no later than one (1) week from the
25 date the Stipulation and Agreement is signed by KALAVÉRAS and her attorney:

26 *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-*
27 *7007.*

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1 KALAVERAS and her attorney understand and agree that if they fail to return the original
2 signed Stipulation and Agreement by the due date, Complainant retains the right to set this
3 matter for hearing.

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5 12-01-2020

6 DATED

Sally Rae Kalaveras

SALLY RAE KALAVERAS

Respondent

7 * * *

8 *I have reviewed the Stipulation and Agreement as to form and content and*
9 *have advised my client accordingly.*

10
11 DATED

12 MARY E. WORK

13 Attorney for Respondent,

SALLY RAE KALAVERAS

14 * * *

15 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
16 this matter and shall become effective at 12 o'clock noon on _____.

17 IT IS SO ORDERED _____, 2020.

18 REAL ESTATE COMMISSIONER

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20
21 DOUGLAS R. McCAULEY

1 KALAVERAS and her attorney understand and agree that if they fail to return the original
2 signed Stipulation and Agreement by the due date, Complainant retains the right to set this
3 matter for hearing.

4
5 12-01-2020

6 DATED

Sally Rae Kalaveras
SALLY RAE KALAVERAS
Respondent

7 * * *

8 *I have reviewed the Stipulation and Agreement as to form and content and*
9 *have advised my client accordingly.*

10
11 12 / 1 / 2020

12 DATED

MARY E. WORK
Attorney for Respondent,
SALLY RAE KALAVERAS

13 * * *

14
15 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
16 this matter and shall become effective at 12 o'clock noon on MAY 17 2021

17 IT IS SO ORDERED 3.23.21, 2020.

18 REAL ESTATE COMMISSIONER

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21 Douglas R. McCauley
22 DOUGLAS R. McCAULEY