

FILED

APR 30 2025

DEPT. OF REAL ESTATE

By _____

Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, California 90013
Telephone: (213) 559-5990

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-05823 SD
)	
SOURCE CAPITAL FUNDING, INC.; and)	
)	
SACHA DAMIAN FERRANDI,)	STIPULATION AND
individually and as designated officer)	AGREEMENT
of Source Capital Funding, Inc.,)	
)	
Respondents.)	

It is hereby stipulated by and between Respondents SOURCE CAPITAL FUNDING, INC. ("SCFI") and SACHA DAMIAN FERRANDI ("FERRANDI"), individually and as designated officer of Source Capital Funding, Inc. (collectively "Respondents"), both represented by Dennis H. Doss, Esq., and the Complainant, acting by and through Diane Lee, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the First Amended Accusation ("Accusation") filed on or about December 19, 2024, in this matter:

1. All issues which were to be contested and all evidence which were to be presented by Complainant and Respondents SCFI and FERRANDI at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the California

Administrative Procedure Act ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement ("Stipulation").

2. Respondents SCFI and FERRANDI have received and read, and understand the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in this proceeding.

3. Respondents SCFI and FERRANDI filed Notices of Defense pursuant to California Government Code section 11506 for the purpose of requesting a hearing on the allegations in the Accusation. Respondents SCFI and FERRANDI hereby freely and voluntarily withdraw said Notices of Defense. Respondents SCFI and FERRANDI acknowledge that they understand that by withdrawing said Notices of Defense they thereby waive their right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that Respondents SCFI and FERRANDI will waive other rights afforded to them in connection with the hearing such as the right to present evidence in their defense and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expediency and economy, Respondents SCFI and FERRANDI choose not to contest these factual allegations, but to remain silent and understand that, as a result thereof, these factual statements will serve as a prima facie basis for the disciplinary action stipulated to herein and violations set for below.

5. This Stipulation and Respondents' decision not to contest the Accusation are made for the purpose of reaching an agreed disposition of this proceeding, and are limited to this proceeding and any other proceeding or case in which the Department of Real Estate, or another licensing agency of this state or another state, or if a local, state, or federal government is involved, and otherwise shall not be admissible in any other criminal or civil proceedings. Respondents SCFI and FERRANDI further understand that the sustained violation(s) may be considered in any future administrative or disciplinary matters by the Department of Real Estate

1 and/or any other licensing agency of this state or another state, or if a local, state, or federal
2 government is involved.

3 6. It is understood by the parties that the Real Estate Commissioner may adopt
4 this Stipulation as her Decision in this matter thereby imposing the penalties and sanctions on
5 the real estate licenses and license rights of Respondents SCFI and FERRANDI as set forth in
6 the below "Order." In the event that the Commissioner in her discretion does not adopt this
7 Stipulation, it shall be void and of no effect, and Respondents SCFI and FERRANDI shall retain
8 the right to a hearing and proceeding on the Accusation under the provisions of the APA and
9 shall not be bound by this Stipulation herein.

10 7. The Order or any subsequent Order of the Real Estate Commissioner made
11 pursuant to this Stipulation herein shall not constitute an estoppel, merger, or bar to any further
12 administrative or civil proceedings by the Department of Real Estate with respect to any matters
13 which were not specifically alleged to be causes for Accusation in this proceeding, but do
14 constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in
15 the Accusation against Respondents SCFI and FERRANDI herein.

16 8. Respondents SCFI and FERRANDI understand that by agreeing to this
17 Stipulation, Respondents SCFI and FERRANDI agree to pay, pursuant to California Business
18 and Professions Code section 10106, the cost of the investigation and enforcement. The amount
19 of investigation and enforcement cost is \$2,146.00.

20 9. Respondents SCFI and FERRANDI understand that by agreeing to this
21 Stipulation and Agreement, the findings set forth below in the Determination of Issues become
22 final, and the Commissioner may charge Respondents SCFI and FERRANDI, with joint and
23 several liability, for the cost of any subsequent audit(s) conducted pursuant to California
24 Business and Professions Code section 10148. The maximum cost of the subsequent audit will
25 not exceed \$9,102.18. (The cost for the current audit (SD230027) is \$7,281.75.)

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1 4. If SCFI fails to pay the monetary penalty in accordance with the terms of the
2 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
3 part of the stayed suspension, in which event SCFI shall not be entitled to any repayment nor
4 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
5 this Decision.

6 5. If SCFI pays the monetary penalty and if no further cause for disciplinary
7 action against the real estate license of SCFI occurs within two (2) years from the effective date
8 of the Decision, the stay hereby granted shall become permanent.

9 B. The remaining thirty (30) days of the sixty (60) day suspension shall be stayed
10 for two (2) years upon the following terms and conditions:

11 1. SCFI shall obey all laws, rules, and regulations governing the rights, duties,
12 and responsibilities of a real estate licensee in the State of California; and

13 2. That no final subsequent determination be made after hearing or upon
14 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
15 date of this Decision. Should such a determination be made, the Commissioner may, in her
16 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
17 suspension. Should no such determination be made, the stay imposed herein shall become
18 permanent.

19
20 (FERRANDI: SUSPENSION)

21 II.

22 All licenses and licensing rights of Respondent FERRANDI under the Real Estate
23 Law are suspended for a period of sixty (60) days from the effective date of this Decision:

24 A. Provided, however, that the initial thirty (30) days of said suspension shall be
25 stayed upon condition that:

26 1. FERRANDI pays a monetary penalty pursuant to California Business and
27 Professions Code section 10175.2 at the rate of \$100.00 per day for a monetary penalty of

1 \$3,000.00 total.

2 2. Said payment shall be in the form of a cashier's check or certified check made
3 payable to the Department of Real Estate. Said check must be delivered to the Department of
4 Real Estate, Flag Section at 651 Bannon St., Ste. 504, Sacramento, CA 95811, prior to the
5 effective date of the Decision in this matter.

6 3. No further cause for disciplinary action against the real estate license of
7 FERRANDI occurs within two (2) years from the effective date of the Decision in this matter.

8 4. If FERRANDI fails to pay the monetary penalty in accordance with the terms
9 of the Decision, the Commissioner may, without a hearing, order the immediate execution of all
10 or any part of the stayed suspension, in which event FERRANDI shall not be entitled to any
11 repayment nor credit, prorated or otherwise, for money paid to the Department of Real Estate
12 under the terms of this Decision.

13 5. If FERRANDI pays the monetary penalty and if no further cause for
14 disciplinary action against the real estate license of FERRANDI occurs within two (2) years from
15 the effective date of the Decision, the stay hereby granted shall become permanent.

16 B. The remaining thirty (30) days of the sixty (60) day suspension shall be stayed
17 for two (2) years upon the following terms and conditions:

18 1. FERRANDI shall obey all laws, rules, and regulations governing the rights,
19 duties, and responsibilities of a real estate licensee in the State of California; and

20 2. That no final subsequent determination be made after hearing or upon
21 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
22 date of this Decision. Should such a determination be made, the Commissioner may, in her
23 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
24 suspension. Should no such determination be made, the stay imposed herein shall become
25 permanent.

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1 (SCFI and FERRANDI: INVESTIGATION AND ENFORCEMENT COSTS)

2 III.

3 All licenses and licensing rights of Respondents SCFI and FERRANDI are
4 indefinitely suspended unless or until Respondents pays the sum of \$2,146.00 with joint and
5 several liability for the Commissioner's reasonable costs of the investigation and enforcement,
6 which led to this disciplinary action. Said payment shall be in the form of a cashier's check
7 made payable to the Department of Real Estate. The investigative and enforcement costs must
8 be delivered to the Department of Real Estate, Flag Section, at 651 Bannon Street, Suite 504,
9 Sacramento, CA 95811, prior to the effective date of this Decision and Order.

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11 (SCFI and FERRANDI: AUDIT COSTS)

12 IV.

13 Pursuant to California Business and Professions Code section 10148, Respondents
14 shall pay the Commissioner's reasonable cost, not to exceed 125 percent of \$7,281.75, which is
15 \$9,102.18, with joint and several liability, for an audit to determine if Respondents SCFI and
16 FERRANDI have corrected the violation(s) found in the Determination of Issues. In calculating
17 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
18 average hourly salary for all persons performing audits of real estate broker(s), and shall include
19 an allocation for travel time to and from the auditor's place of work. The cost of the subsequent
20 audit must be delivered to the Department of Real Estate, Flag Section at 651 Bannon St., Ste.
21 504, Sacramento, CA 95811, no later than thirty (30) days of the mailing of the invoice therefor
22 from the Commissioner. Payment of the audit costs should not be made until after the
23 Department of Real Estate mails the invoice to SCFI's mailing address of record on file with the
24 Department of Real Estate. If Respondents SCFI and FERRANDI fail to satisfy this condition in
25 a timely manner as provided for herein, Respondents' real estate licenses and license rights shall
26 automatically be suspended until payment is made in full, or until a decision providing otherwise
27 is adopted following a hearing held pursuant to this condition.

(FERRANDI: TRUST FUND HANDLING COURSE)

V.

All licenses and licensing rights of Respondent FERRANDI are indefinitely suspended unless or until Respondent FERRANDI provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course of trust fund accounting and handling specified in California Business and Professions Code section 10170.5(a)(3). Proof of satisfaction of this requirement includes evidence that respondent has successfully completed the trust fund account and handling continuing education course within 120 days prior to the effective date of the Decision in this matter.

DATED: 04/14/2025

DIANE LEE
Counsel for Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

I, SACHA DAMIAN FERRANDI, individually and as designated officer of Source Capital Funding, Inc., have read the Stipulation and discussed it with our attorney, Dennis H. Doss, Esq. Its terms are understood by me and Source Capital Funding, Inc., and are agreeable and acceptable to me and Source Capital Funding, Inc. I understand that I am waiving rights given to me and Source Capital Funding, Inc. by the California APA (including, but not limited to, California Government Code sections 11506, 11508, 11509, and 11513), and I, individually and as designated officer of Source Capital Funding, Inc., willingly, intelligently, and voluntarily waive those rights, including, but not limited to, the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which Source Capital Funding, Inc. and I would have the right to cross-examine witnesses against me and Source Capital Funding, Inc. and to present evidence in defense and mitigation of the charges.

MAILING AND E-MAIL

Respondents SCFI and FERRANDI shall mail the original signed signature page of this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

In the event of time constraints before an administrative hearing, Respondents SCFI and FERRANDI can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed by Respondents SCFI and FERRANDI, to the Department of Real Estate counsel assigned to this case. Respondents SCFI and FERRANDI agree, acknowledge, and understand that by electronically sending the Department of Real Estate a scan of Respondents SCFI's and FERRANDI's actual signatures as they appear on the Stipulation and Agreement that receipt of the scan by the Department of Real Estate shall be binding on Respondents SCFI and FERRANDI as if the Department of Real Estate had received the original signed Stipulation.

Respondents SCFI's and FERRANDI's signatures below constitute acceptance and approval of the terms and conditions of this Stipulation. SCFI and FERRANDI agree, acknowledge, and understand that by signing this Stipulation, Respondents SCFI and FERRANDI are bound by its terms as of the date of such signatures and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

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2 DATED: 4.11.25

3 SOURCE CAPITAL FUNDING, INC.,
4 aby Sacha Damian Ferrandi, designated officer of Source
5 Capital Funding, Inc.

6 DATED: 4.11.25

7 SACHA DAMIAN FERRANDI

8
9 DATED: _____

10 DENNIS H. DOSS, ESQ.
11 Attorney for Respondents SOURCE CAPITAL FUNDING,
12 INC. and SACHA DAMIAN FERRANDI
13 *Approved as to Form and Content*

14 * * *

15 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
16 Respondents SOURCE CAPITAL FUNDING, INC. and SACHA DAMIAN FERRANDI,
17 and shall become effective at 12 o'clock noon on _____.

18 IT IS SO ORDERED _____.

19 CHIKA SUNQUIST
20 REAL ESTATE COMMISSIONER
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DATED: _____

SOURCE CAPITAL FUNDING, INC.,
aby Sacha Damian Ferrandi, designated officer of Source
Capital Funding, Inc.

DATED: _____

SACHA DAMIAN FERRANDI

DATED: April 14, 2025



DENNIS H. DOSS, ESQ.
Attorney for Respondents SOURCE CAPITAL FUNDING,
INC. and SACHA DAMIAN FERRANDI
Approved as to Form and Content

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
Respondents SOURCE CAPITAL FUNDING, INC. and SACHA DAMIAN FERRANDI,
and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

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DATED: _____

SOURCE CAPITAL FUNDING, INC.,
aby Sacha Damian Ferrandi, designated officer of Source
Capital Funding, Inc.

DATED: _____

SACHA DAMIAN FERRANDI

DATED: _____

DENNIS H. DOSS, ESQ.
Attorney for Respondents SOURCE CAPITAL FUNDING,
INC. and SACHA DAMIAN FERRANDI
Approved as to Form and Content

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
Respondents SOURCE CAPITAL FUNDING, INC. and SACHA DAMIAN FERRANDI,
and shall become effective at 12 o'clock noon on May 20, 2025.

IT IS SO ORDERED April 21, 2025.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

