

AUG 14 2024

DEPT. OF REAL ESTATE

By 

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

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

10 * * *

11 In the Matter of the Accusation Against) DRE No. H-05737 SD
12) OAH No. 2024020620
13 **CAL COAST FUNDING, INC.;**)
14 **ALEXANDR SCHAMONIN,** individually and as)
15 Designated Officer of Cal Coast Funding, Inc.;)
16 **FIRST BANC HOME LOANS;**) **STIPULATION AND AGREEMENT**
17 **MAXIMINO MICHEL,** individually and as) **IN SETTLEMENT AND ORDER**
Designated Officer of First Banc Home Loans;)
DEREK FOSTER NICHOLS,)
Respondents.)

18 It is hereby stipulated by and between Respondents CAL COAST FUNDING,
19 INC. ("CCFI") and ALEXANDR SCHAMONIN ("SCHAMONIN"), individually and as
20 Designated Officer of Cal Coast Funding, Inc. (sometimes collectively referred to as
21 "Respondents"), and the Complainant, acting by and through Judith A. Buranday, Counsel for
22 the Department of Real Estate, as follows for the purpose of settling and disposing of the
23 Accusation ("Accusation") filed on July 7, 2023, in this matter:

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

1 this Stipulation and Agreement (“Agreement”).

2 2. Respondents have received, read and understand the Statement to Respondent,
3 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
4 (“Department”) in this proceeding.

5 3. Respondents filed a Notice of Defense pursuant to Section 11506 of the
6 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
7 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
8 acknowledge that they understand that by withdrawing said Notice of Defense they thereby
9 waive their right to require the Commissioner to prove the allegations in the Accusation at a
10 contested hearing held in accordance with the provisions of the APA and that they will waive
11 other rights afforded to them in connection with the hearing such as the right to present evidence
12 in their defense, and the right to cross-examine witnesses.

13 4. Respondents hereby admit that the factual allegations of the Accusation filed
14 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
15 provide further evidence of such allegations.

16 5. This Agreement is made for the purpose of reaching an agreed disposition of
17 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
18 in which the Department, or another licensing agency of this state, another state, or the federal
19 government is involved, and otherwise shall not be admissible in any criminal or civil
20 proceeding.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 this Agreement as her Decision in this matter thereby imposing the penalty and sanctions on
23 Respondents’ real estate licenses, license endorsements, and license rights as set forth in the
24 below “Order.” In the event that the Commissioner in her discretion does not adopt the
25 Agreement, the Agreement shall be void and of no effect and Respondents shall retain the right
26 to a hearing and proceed on the Accusation under the provisions of the APA and shall not be
27 bound by any stipulation or waiver made herein.

1 fee for the restricted license within ninety (90) days from the effective date of this Decision and
2 Order. The restricted license and MLO license endorsement issued to Respondent shall be
3 subject to all of the provisions of Section 10156.7 of the Code and to the following limitations,
4 conditions and restrictions imposed under authority of Section 10156.6 of that Code:

5 1. The restricted license and restricted MLO license endorsement issued to
6 Respondent may be suspended prior to hearing by Order of the Commissioner in the event of
7 Respondent's conviction or plea of nolo contendere to a crime which is substantially related to
8 Respondent's fitness or capacity as a real estate licensee.

9 2. The restricted license and MLO license endorsement issued to Respondent may
10 be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory
11 to the Commissioner that Respondent has violated provisions of the California Real Estate Law,
12 the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching
13 to the restricted license and MLO license endorsement.

14 3. Respondent shall not be eligible to petition for the issuance of any unrestricted
15 real estate license or MLO license endorsement, nor for removal of any of the conditions,
16 limitations or restrictions of a restricted license until two (2) years have elapsed from the
17 effective date of this Decision and Order. Respondent shall not be eligible to apply for any
18 unrestricted licenses or endorsements until all restrictions attaching to the license and
19 endorsement have been removed.

20 4. Respondent shall, within nine (9) months from the effective date of this
21 Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has,
22 since the most recent issuance of an original or renewal real estate license, taken and successfully
23 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
24 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the
25 Commissioner may order the suspension of the restricted license until the Respondent presents
26 such evidence. Proof of completion of the continuing education courses must be delivered to the
27

1 Department of Real Estate, Flag Section at 651 Bannon Street, Suite 500-D, Sacramento, CA
2 95811.

3 (COOPERATION)

4 III.


5 Respondents agree to fully cooperate with the Department by providing testimony
6 at the administrative hearing on the Accusation filed in this proceeding. Respondents agree to
7 waive their constitutional rights regarding self-incrimination in this matter. Upon determination
8 by the Commissioner that Respondents knowingly or willfully withheld information,
9 misrepresented information, or refused to fully testify at the hearing, this Agreement may be
10 revoked and the Agreement shall be void and of no effect and Respondents shall retain the right
11 to a hearing and proceed on the Accusation under the provisions of the APA. Respondents'
12 licenses, endorsements, and licensing rights will be automatically suspended until a final
13 determination is rendered by the Commissioner.

14 (INVESTIGATION AND ENFORCEMENT COSTS)

15 IV.

16 Respondents CCFI and SCHAMONIN shall pay their pro rata share of \$2,812.97
17 each for the Commissioner's reasonable costs of the investigation and enforcement which led to
18 this disciplinary action. The total amount of said investigation (\$8,036.85) and enforcement
19 (\$5,016.00) costs is \$13,052.85. Said payment shall be in the form of a cashier's check made
20 payable to the Department of Real Estate. The investigation and enforcement costs must be
21 delivered to the Department of Real Estate, Flag Section, at 651 Bannon Street, Suite 500-D,
22 Sacramento, CA 95811, prior to the effective date of this Decision and Order. If Respondents fail
23 to pay their pro rata share of the costs of the investigation and enforcement in accordance with
24 the terms and conditions of the Decision and Order, all licenses, endorsements, and licensing
25 rights of Respondents shall be automatically suspended unless or until Respondents pay the costs
26 of the investigation and enforcement.
27

1 DATED: 6/17/2024

2 
3 Judith A. Buranday, Counsel for
4 Department of Real Estate

5 EXECUTION OF THE AGREEMENT

6 We have read the Agreement, and its terms are understood by us and are
7 agreeable and acceptable to us. We understand that we are waiving rights given to us by the
8 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
9 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive
10 those rights, including the right of requiring the Commissioner to prove the allegations in the
11 Accusation at a hearing at which we would have the right to cross-examine witnesses against us
12 and to present evidence in defense and mitigation of the charges.

13 Respondents shall mail the original signed signature page of the stipulation herein
14 to Judith A. Buranday, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
15 Suite 350, Los Angeles, California 90013-1105.

16 In the event of time constraints before an administrative hearing, Respondents can
17 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
18 scanned copy of the signature page, as actually signed by Respondents, to the Department
19 counsel assigned to this case. Respondents agree, acknowledge and understand that by
20 electronically sending the Department a scan of Respondents' actual signature as it appears on
21 the Agreement that receipt of the scan by the Department shall be binding on Respondents as if
22 the Department had received the original signed Agreement. Respondents shall also mail the
23 original signed signature page of this Agreement to the Department counsel.

24 Respondents' signatures below constitute acceptance and approval of the terms
25 and conditions of this Agreement. Respondents agree, acknowledge and understand that by
26 signing this Agreement, Respondents are bound by its terms as of the date of such signatures and
27 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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1 DATED: 06/17/2024



CAL COAST FUNDING, INC.

Respondent

By: ALEXANDR Schamonin

5 DATED: 06/17/2024



ALEXANDR SCHAMONIN, individually and
as Designated Officer of Cal Coast Funding, Inc.,
Respondent

8 ***

9 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
10 Respondents CAL COAST FUNDING, INC. and ALEXANDR SCHAMONIN and shall
11 become effective at 12 o'clock noon on SEP . 3 2024.

12 IT IS SO ORDERED 8/5/2024.

14 CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



17 By: Marcus L. McCarther
18 Chief Deputy Real Estate Commissioner