Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105

Telephone: (213) 576-6982

FILED

FEB 08 2012

DEPARTMENT OF REAL ESTATE
BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of TOM STEVE CHIOLES, Respondent.	NO. H-37457 LA L-2011100031 STIPULATION AND AGREEMENT

It is hereby stipulated by and between TOM STEVE CHIOLES, (sometimes referred to as "Respondent"), and Respondent's attorney, Angelica M. Leon, Esq., and the Complainant, acting by and through Cheryl D. Keily, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on August 19, 2011, in this matter.

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the 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 the basis of the provisions of this Stipulation and Agreement.

2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate ("Department") in this proceeding.

3. On September 12, 2011, Respondent filed a Notice of Defense, pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he understands that by withdrawing said Notice of Defense he will thereby waive his 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 he will waive other rights afforded to him in connection with the hearing, such as the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

4. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation and Agreement as his decision in this matter, thereby imposing the penalty and sanctions on Respondent's real estate licenses and license rights as set forth in the below "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing and

proceeding on the Accusation under all the provisions of the APA and shall not be bound by any admission or waiver made herein.

5. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent and understand that, as a result thereof, these factual allegations, without being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove said factual allegations.

6. 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 expressly limited to this proceeding and any other proceeding or case in which the Department of Real Estate, or another licensing agency of this state, another state or the federal government is involved and otherwise shall not be admissible in any other criminal or civil proceedings.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not

specifically alleged to be causes for accusation in this proceeding.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions and waivers and solely for the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the following determination of issues shall be made:

The Conduct of Respondent, as described in the Accusation, is grounds for the suspension or revocation of all of the real estate licenses and license rights of Respondent under the provisions of Sections 10085 and 10177(g) of the Business and Professions Code.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

ALL licenses and licensing rights of Respondent TOM STEVE CHIOLES, under the Real Estate Law are revoked; provided, however, a restricted real estate broker license shall be issued to Respondent pursuant to Section 10156.5 of the Code if Respondent makes application therefor and pays to the Department the appropriate fee for the restricted license within 90 days from the effective date of this Decision.

The Restricted license issued to Respondent shall be subject to all of the provisions of Section 10156.7 of the Code and to the following conditions, limitations and restrictions imposed under the authority of Section 10156.6 of the Code:

1. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Commissioner in the

event of Respondent's conviction or plea of nolo contendere to a crime which is substantially related to Respondent's fitness or capacity as a real estate broker licensee.

2. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that Respondent has violated provisions of the Real Estate law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

3. Respondent shall not be eligible to apply for issuance of an unrestricted real estate broker license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until one (1) year has elapsed from the effective date of this Decision.

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

5. If and when a petition application is made for reinstatement of my broker license, the Real Estate Commissioner will consider as one of the criteria of rehabilitation whether or not restitution has been made within one year from the effective date of this Decision to any person who has suffered monetary losses as a result of the allegations set forth in the Accusation filed in this case.

DATED: Jan 10, 2012

CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

* * *

I have read the Stipulation and Agreement, 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 (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), 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.

I have read the provisions of Section 2945.2(c), Title 10, Chapter 6, Code of Regulations, and am executing this Stipulation and Agreement in reliance thereon.

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing

a copy of its signature page, as actually signed by Respondent, to the Department at the following telephone/fax number (213) 576-6917. Respondent agrees, acknowledges, and understands that by electronically sending to the Department a fax copy of his actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

DATED: 1/9/12

TOM STEVE CHIOLES,
Respondent

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

DATED: 1/9/12

Angelica M. Leon, Esq.
Attorney for Respondent
TOM STEVE CHIOLES

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on _____, 2012.

IT IS SO ORDERED _____, 2012.

BARBARA J. BIGBY
Acting Real Estate Commissioner

a copy of its signature page, as actually signed by Respondent, to the Department at the following telephone/fax number (213) 576-6917. Respondent agrees, acknowledges, and understands that by electronically sending to the Department a fax copy of his actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

DATED: _____

_____
TOM STEVE CHIOLES,
Respondent

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

DATED: _____

_____
Angelica M. Leon, Esq.
Attorney for Respondent
TOM STEVE CHIOLES

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on FEB 28 2012, 2012.

IT IS SO ORDERED 1/31, 2012.

BARBARA J. BIGBY
Acting Real Estate Commissioner

CHERYL D. KEILY, SNB# 94008
Department of Real Estate
320 West Fourth Street, Ste. 350
Los Angeles, California 90013

Telephone: (213) 576-6982
(Direct) (213) 576-6905

FILED
AUG 19 2011
DEPARTMENT OF REAL ESTATE
BY: _____

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * * *

In the Matter of the Accusation TOM STEVE CHIOLES, Respondent.	No. H-37457 LA A C C U S A T I O N

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against TOM STEVE CHIOLES ("CHIOLES") alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

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2.

Respondent CHIOLES is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) ("Code") as real estate broker.

3.

At no time relevant herein was Ameritrust Financial, LLC ("Ameritrust") been licensed by the Department in any capacity.

4.

Respondent CHIOLES ordered, caused, authorized or participated in the conduct of Ameritrust, as is alleged in this Accusation.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

5.

At all times mentioned herein, Respondent CHIOLES engaged in the business of a real estate broker in the State of California within the meaning of Code Sections 10131(d) and 10131.2 including brokering mortgage loans and performing loan modification activities and claiming, demanding, charging, receiving, collecting or contracting for the collection of an advance fee, within the meaning of Code Section 10026, including, but not limited to, the following loan modification activities with respect to loans which were secured by liens on real property:

a. On or about October 6, 2008, Rafael N. paid CHIOLES, doing business as AMERITRUST, an advance fee of $5,000. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business as AMERITRUST, with respect to a loan secured by real property in San Leandro, California.

b. On or about October 24, 2008, and November 24, 2008, Alberto B. paid CHIOLES, doing business as AMERITRUST, and advance fees totaling $13,500. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business as AMERITRUST, with respect to a loan secured by five separate real properties.

c. On or about December 9, 2008, Edith S. paid CHIOLES, doing business as AMERITRUST, an advance fee of $3,500. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business as AMERITRUST, with respect to a loan secured by real property in Van Nuys, California.

d. On or about January 30, 2009, Manuel O. paid CHIOLES, doing business as AMERITRUST, an advance fee of $2,500. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business

as AMERITRUST, with respect to a loan secured by real property in Riverside, California.

e. On or about January 17, 2009, Fred P. paid CHIOLES, doing business as AMERITRUST, an advance fee of $3,000. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business as AMERITRUST, with respect to a loan secured by real property in Sun City, California.

f. On or about March 16, 2009, Jaime A. paid CHIOLES, doing business as AMERITRUST, an advance fee of $2,500. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by CHIOLES, doing business as AMERITRUST, with respect to a loan secured by real property in Victorville, California.

6.

Respondent collected the advance fees described in Paragraph 5, above, pursuant to the provisions of written agreements which constitute an advance fee agreement within the meaning of Code Section 10085.

7.

Respondent CHIOLES failed to submit the written agreement referred to in Paragraphs 5 and 6, above, to the Commissioner ten days before using it in violation of Code

Section 10085 and Section 2970, Title 10, Chapter 6, Code of Regulations ("Regulations").

8.

The conduct, acts and/or omissions of Respondent CHIOLES, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondent CHIOLES pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION
(Use of Unauthorized Fictitious Business Name)

9.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 8, above.

10.

Respondent CHIOLES acted without Department authorization in using the fictitious business name "Ameritrust Financial, LLC" to engage in activities requiring the issuance of a real estate license.

11.

The conduct, acts and/or omissions of Respondent CHIOLES, as set forth in Paragraph 10, above, violate Code Section 10159.5 and Section 2731 of the Regulations, and are cause for the suspension or revocation of the licenses and license rights of Respondent CHIOLES pursuant to Code Sections 10177(d) and/or 10177(g).

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondent TOM STEVE CHIOLES under the Real Estate Law, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 17 day of August, 2011.

Maria Suarez
Deputy Real Estate Commissioner

cc: TOM STEVE CHIOLES
Maria Suarez
Sacto.