

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

3 Telephone: (213) 576-6982

**FILED**

FEB 08 2012

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 ) NO. H-37457 LA  
12 )  
13 TOM STEVE CHIOLES, ) L-2011100031  
14 ) STIPULATION AND AGREEMENT  
15 Respondent. )

16 It is hereby stipulated by and between TOM STEVE  
17 CHIOLES, (sometimes referred to as "Respondent"), and  
18 Respondent's attorney, Angelica M. Leon, Esq., and the  
19 Complainant, acting by and through Cheryl D. Keily, Counsel for  
20 the Department of Real Estate, as follows for the purpose of  
21 settling and disposing of the Accusation filed on August 19,  
22 2011, in this matter.

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

1 submitted solely on the basis of the provisions of this  
2 Stipulation and Agreement.

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

7           3. On September 12, 2011, Respondent filed a Notice of  
8 Defense, pursuant to Section 11506 of the Government Code for  
9 the purpose of requesting a hearing on the allegations in the  
10 Accusation. Respondent hereby freely and voluntarily withdraws  
11 said Notice of Defense. Respondent acknowledges that he  
12 understands that by withdrawing said Notice of Defense he will  
13 thereby waive his right to require the Commissioner to prove the  
14 allegations in the Accusation at a contested hearing held in  
15 accordance with the provisions of the APA and that he will waive  
16 other rights afforded to him in connection with the hearing,  
17 such as the right to present evidence in defense of the  
18 allegations in the Accusation and the right to cross-examine  
19 witnesses.

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

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

4           5. This Stipulation is based on the factual  
5 allegations contained in the Accusation. In the interest of  
6 expedience and economy, Respondent chooses not to contest these  
7 allegations, but to remain silent and understand that, as a  
8 result thereof, these factual allegations, without being  
9 admitted or denied, will serve as a prima facie basis for the  
10 disciplinary action stipulated to herein. The Real Estate  
11 Commissioner shall not be required to provide further evidence  
12 to prove said factual allegations.  
13

14           6. This Stipulation and Respondents' decision not to  
15 contest the Accusation are made for the purpose of reaching an  
16 agreed disposition of this proceeding, and are expressly  
17 limited to this proceeding and any other proceeding or case in  
18 which the Department of Real Estate, or another licensing  
19 agency of this state, another state or the federal government  
20 is involved and otherwise shall not be admissible in any other  
21 criminal or civil proceedings.  
22

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

1 specifically alleged to be causes for accusation in this  
2 proceeding.

3 DETERMINATION OF ISSUES

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

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

13 ORDER

14 WHEREFORE, THE FOLLOWING ORDER is hereby made:

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

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

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

1 event of Respondent's conviction or plea of nolo contendere to  
2 a crime which is substantially related to Respondent's fitness  
3 or capacity as a real estate broker licensee.  
4

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

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

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

1                    5. If and when a petition application is made for  
2 reinstatement of my broker license, the Real Estate  
3 Commissioner will consider as one of the criteria of  
4 rehabilitation whether or not restitution has been made within  
5 one year from the effective date of this Decision to any person  
6 who has suffered monetary losses as a result of the allegations  
7 set forth in the Accusation filed in this case.  
8

9  
10 DATED: Jan 10, 2012

Cheryl D. Kelly  
11 CHERYL D. KELLY, Counsel  
DEPARTMENT OF REAL ESTATE

12 \* \* \*

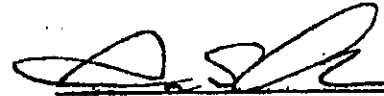
13                    I have read the Stipulation and Agreement, and its  
14 terms are understood by me and are agreeable and acceptable to  
15 me. I understand that I am waiving rights given to me by the  
16 California Administrative Procedure Act (including but not  
17 limited to Sections 11506,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

24                    I have read the provisions of Section 2945.2(c), Title  
25 10, Chapter 6, Code of Regulations, and am executing this  
26 Stipulation and Agreement in reliance thereon.

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

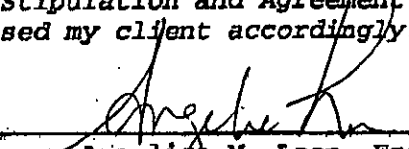
1 a copy of its signature page, as actually signed by Respondent,  
 2 to the Department at the following telephone/fax number (213)  
 3 576-6917. Respondent agrees, acknowledges, and understands that  
 4 by electronically sending to the Department a fax copy of his  
 5 actual signature as it appears on the Stipulation and Agreement,  
 6 that receipt of the faxed copy by the Department shall be as  
 7 binding on Respondent as if the Department had received the  
 8 original signed Stipulation and Agreement.

9  
 10 DATED: 1/9/12

  
 TOM STEVE CHIOLES,  
 Respondent

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

14 DATED: 1/9/12

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

18 \* \* \*

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

22 IT IS SO ORDERED \_\_\_\_\_, 2012.

23  
 24  
 25 BARBARA J. BIGBY  
 Acting Real Estate Commissioner  
 26  
 27

1 a copy of its signature page, as actually signed by Respondent,  
2 to the Department at the following telephone/fax number (213)  
3 576-6917. Respondent agrees, acknowledges, and understands that  
4 by electronically sending to the Department a fax copy of his  
5 actual signature as it appears on the Stipulation and Agreement,  
6 that receipt of the faxed copy by the Department shall be as  
7 binding on Respondent as if the Department had received the  
8 original signed Stipulation and Agreement.

9  
10 DATED: \_\_\_\_\_  
11 \_\_\_\_\_  
12 TOM STEVE CHIOLES,  
13 Respondent

14  
15 *I have reviewed the Stipulation and Agreement as to*  
16 *form and content and have advised my client accordingly.*

17  
18 DATED: \_\_\_\_\_  
19 \_\_\_\_\_  
20 Angelica M. Leon, Esq.  
21 Attorney for Respondent  
22 TOM STEVE CHIOLES

23 \* \* \*

24  
25 The foregoing Stipulation and Agreement is hereby  
26 adopted as my Decision in this matter and shall become effective  
27 at 12 o'clock noon on FEB 28 2012, 2012.

IT IS SO ORDERED 1/31, 2012.

  
BARBARA J. BIGBY  
Acting Real Estate Commissioner

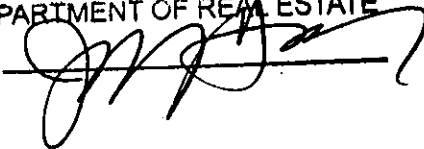


1 CHERYL D. KEILY, SNB# 94008  
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4 Los Angeles, California 90013

5 Telephone: (213) 576-6982  
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**FILED**

AUG 19 2011

DEPARTMENT OF REAL ESTATE  
BY: 

9 DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 \* \* \* \* \*

12 In the Matter of the Accusation

No. H-37457 LA

13 TOM STEVE CHIOLES,

A C C U S A T I O N

14 )  
15 ) Respondent.  
16 )  
17 )

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

20 1.

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

24 ///

25 ///

26 ///

2.

1 Respondent CHIOLES is presently licensed and/or  
2 has license rights under the Real Estate Law (Part 1 of Division  
3 4 of the Business and Professions Code) ("Code") as real estate  
4 broker.  
5

6 3.

7 At no time relevant herein was Ameritrust Financial,  
8 LLC ("Ameritrust") been licensed by the Department in any  
9 capacity.  
10

11 4.

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

15 FIRST CAUSE OF ACCUSATION  
16 (Advance Fee Violation)

17 5.

18 At all times mentioned herein, Respondent CHIOLES  
19 engaged in the business of a real estate broker in the State of  
20 California within the meaning of Code Sections 10131(d) and  
21 10131.2 including brokering mortgage loans and performing loan  
22 modification activities and claiming, demanding, charging,  
23 receiving, collecting or contracting for the collection of an  
24 advance fee, within the meaning of Code Section 10026, including,  
25 but not limited to, the following loan modification activities  
26 with respect to loans which were secured by liens on real  
27 property:

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

8 b. On or about October 24, 2008, and November 24,  
9 2008, Alberto B. paid CHIOLES, doing business as AMERITRUST, and  
10 advance fees totaling \$13,500. The advance fee was collected  
11 pursuant to the provisions of an agreement pertaining to loan  
12 solicitation, negotiation, and modification services to be  
13 provided by CHIOLES, doing business as AMERITRUST, with respect  
14 to a loan secured by five separate real properties.

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

22 d. On or about January 30, 2009, Manuel O. paid  
23 CHIOLES, doing business as AMERITRUST, an advance fee of \$2,500.  
24 The advance fee was collected pursuant to the provisions of an  
25 agreement pertaining to loan solicitation, negotiation, and  
26 modification services to be provided by CHIOLES, doing business  
27

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

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

10 f. On or about March 16, 2009, Jaime A. paid CHIOLES,  
11 doing business as AMERITRUST, an advance fee of \$2,500. The  
12 advance fee was collected pursuant to the provisions of an  
13 agreement pertaining to loan solicitation, negotiation, and  
14 modification services to be provided by CHIOLES, doing business  
15 as AMERITRUST, with respect to a loan secured by real property  
16 in Victorville, California.  
17

18 6.

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

23 7.

24 Respondent CHIOLES failed to submit the written  
25 agreement referred to in Paragraphs 5 and 6, above, to the  
26 Commissioner ten days before using it in violation of Code  
27

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

3 8.

4 The conduct, acts and/or omissions of Respondent  
5 CHIOLES, as set forth above, are cause for the suspension or  
6 revocation of the licenses and license rights of Respondent  
7 CHIOLES pursuant to Code Sections 10085, 10177(d) and/or  
8 10177(g).

9 SECOND CAUSE OF ACCUSATION

10 (Use of Unauthorized Fictitious Business Name)

11 9.

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

14 10.

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

19 11.

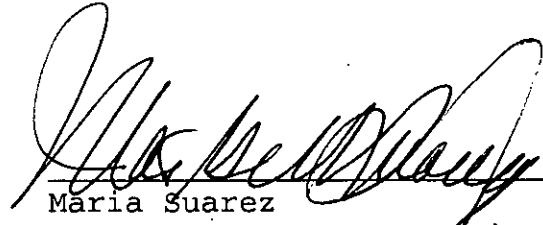
20 The conduct, acts and/or omissions of Respondent  
21 CHIOLES, as set forth in Paragraph 10, above, violate Code  
22 Section 10159.5 and Section 2731 of the Regulations, and are  
23 cause for the suspension or revocation of the licenses and  
24 license rights of Respondent CHIOLES pursuant to Code Sections  
25 10177(d) and/or 10177(g).

26 ///  
27

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

8 Dated at Los Angeles, California

9 this 17 day of August, 2011.

10  
11  
12  
13   
14 Maria Suarez  
15 Deputy Real Estate Commissioner  
16  
17  
18  
19  
20  
21  
22  
23

24 cc: TOM STEVE CHIOLES  
25 Maria Suarez  
26 Sacto.  
27