

1 Department of Real Estate  
2 320 West Fourth Street, Ste. 350  
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982



BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\*\*\*\*\*

To: 21<sup>st</sup> CENTURY REAL ESTATE )  
INVESTMENT CORP., MINDY SUE )  
HOLT, individually and as former )  
designated officer of 21<sup>st</sup> Century Real )  
Estate Investment Corp., 21<sup>st</sup> CENTURY )  
LEGAL SERVICES, RUBY ENCINAS, )  
LORETTA NORRIS, FREDDIE AYALA, )  
TRENT TURNER, ALBERT RODRIGUEZ, )  
SHAWN BRYANT, LeROY )  
STRICKLAND. )

No. H-36505 LA

ORDER TO DESIST  
AND REFRAIN

(B & P Code Section 10086)

The Commissioner ("Commissioner") of the California Department of Real Estate ("Department") caused an investigation to be made of the activities of 21<sup>st</sup> CENTURY REAL ESTATE INVESTMENT CORP. ("21<sup>st</sup> CENTURY RE"), MINDY SUE HOLT ("HOLT"), 21<sup>st</sup> CENTURY LEGAL SERVICES, ("21<sup>st</sup> CENTURY LEGAL"), RUBY ENCINAS ("ENCINAS"), LORETTA NORRIS ("NORRIS"), FREDDY AYALA ("AYALA"), TRENT TURNER ("TURNER"), ALBERT RODRIGUEZ ("RODRIGUEZ"), SHAWN BRYANT ("BRYANT") and LeROY STRICKLAND ("STRICKLAND"). Based on that investigation, the Commissioner has determined that 21<sup>st</sup> CENTURY RE, HOLT, 21<sup>st</sup> CENTURY LEGAL,

1 ENCINAS, NORRIS, AYALA, TURNER, RODRIGUEZ, BRYANT and STRICKLAND have  
2 engaged in or are engaging in acts or are attempting to engage in the business of, acting in the  
3 capacity of, and/or advertising or assuming to act as real estate brokers in the State of California  
4 within the meaning of Code Section 10131(d) (soliciting, negotiating and performing services for  
5 borrowers in connection with loans secured by real property).

6 In addition, based on that investigation, the Commissioner has determined that  
7 21<sup>st</sup> CENTURY RE, HOLT, 21<sup>st</sup> CENTURY LEGAL, ENCINAS, NORRIS, AYALA,  
8 TURNER, RODRIGUEZ, BRYANT and STRICKLAND have engaged in or are engaging in  
9 acts or are attempting to engage in practices constituting violations of the California Business  
10 and Professions Code ("Code") and/or Title 10, California Code of Regulations ("Regulations").  
11 Based on the findings of that investigation, set forth below, the Commissioner hereby issues the  
12 following Findings of Fact, Conclusions of Law, and Desist and Refrain Order under the  
13 authority of Section 10086 of the Code.

14 FINDINGS OF FACT

15 1. 21<sup>st</sup> CENTURY RE is presently licensed and/or has license rights under the  
16 Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code  
17 ("Code"), as a real estate corporation.

18 2. HOLT is presently licensed and/or has license rights under the Real Estate  
19 Law (Part 1 of Division 4 of the Code) as a real estate broker. HOLT was the designated officer  
20 of 21<sup>st</sup> CENTURY RE from November 9, 2007 to January 16, 2009.

21 3. 21<sup>st</sup> CENTURY LEGAL is not now, and has never been, licensed by the  
22 Department in any capacity.

23 4. ENCINAS is not now, and has never been, licensed by the Department in any  
24 capacity.

25 5. NORRIS is not now, and has never been, licensed by the Department in any  
26 capacity.

27 6. AYALA is not now, and has never been, licensed by the Department in any

1 capacity.

2 7. TURNER is not now, and has never been, licensed by the Department in any  
3 capacity.

4 8. RODRIGUEZ is not now, and has never been, licensed by the Department in  
5 any capacity.

6 9. BRYANT is not now, and has never been, licensed by the Department in any  
7 capacity.

8 10. STRICKLAND is not now, and has never been, licensed by the Department  
9 in any capacity.

10 11. At the time set forth below each and every respondent solicited borrowers  
11 and negotiated to do one or more of the following acts for another or others, for or in  
12 expectation of compensation: engaged in the business of, acted in the capacity of, or advertised  
13 a loan modification service and advance fee brokerage under one or more business names  
14 including, but not limited to, "21<sup>st</sup> Century Real Estate Investment Corporation" and "21<sup>st</sup>  
15 Century Legal Services" soliciting, offering to negotiate or perform loan modification services  
16 with respect to loans which were secured by liens on real property for compensation or in  
17 expectation of compensation and for fees collected in advance of the transaction.

18 Joseph transaction

19 12. In approximately August 2008, 21<sup>st</sup> CENTURY RE, by and through  
20 AYALA, solicited Dorothy Joseph (Joseph) in order to provide loan negotiation and modification  
21 services to save Joseph's home from being lost in foreclosure.

22 13. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
23 negotiation and/or modification services to Joseph, 21<sup>st</sup> CENTURY RE requested an advance fee  
24 of \$3,000 from Joseph. In reliance on 21<sup>st</sup> CENTURY RE 'S representations, Joseph paid 21<sup>st</sup>  
25 CENTURY RE \$3,000 on or about August 1, 2008.

1           14. After Joseph paid the \$3,000 mentioned above to 21<sup>st</sup> CENTURY RE, she  
2 received no further communications or services of any type from anyone connected in any way  
3 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

4 Wilson transaction

5           15. In approximately August 2008, 21<sup>st</sup> CENTURY RE, by and through  
6 AYALA, solicited Willie and Jean Wilson (the Wilsons) in order to provide loan negotiation and  
7 modification services to save their home from being lost in foreclosure.

8           16. In furtherance of 21<sup>st</sup> CENTURY RE 'S plan and scheme to provide loan  
9 negotiation and/or modification services to the Wilsons, 21<sup>st</sup> CENTURY RE requested an  
10 advance fee of \$3,000 from them. In reliance on 21<sup>st</sup> CENTURY RE'S representations, the  
11 Wilsons paid 21<sup>st</sup> CENTURY RE \$3,000 on or about August 20, 2008.

12           17. After the Wilsons paid the \$3,000 mentioned above to 21<sup>st</sup> CENTURY RE,  
13 they received no further communications or services of any type from anyone connected in any  
14 way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

15 Butcher transaction

16           18. In approximately August 2008, 21<sup>st</sup> CENTURY RE, by and through HOLT,  
17 solicited Sandra Butcher (Butcher) in order to provide loan negotiation and modification services  
18 to save Butcher's home from being lost in foreclosure.

19           19. In furtherance of 21<sup>st</sup> CENTURY RE 'S plan and scheme to provide loan  
20 negotiation and/or modification services to Butcher, 21<sup>st</sup> CENTURY RE requested an advance  
21 fee of \$3,000 from Butcher. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Butcher paid  
22 21<sup>st</sup> CENTURY RE \$3,000 on or about August 30, 2008.

23           20. After Butcher paid the \$3,000 mentioned above to 21<sup>st</sup> CENTURY RE, she  
24 received no further communications or services of any type from anyone connected in any way  
25 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

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1 Pearson transaction

2 21. In approximately September 2008, 21<sup>st</sup> CENTURY RE, by and through  
3 HOLT, solicited Jack Pearson (Pearson) in order to provide loan modification services to save  
4 Pearson's home from being lost in foreclosure.

5 22. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
6 negotiation and/or modification services to Pearson, 21<sup>st</sup> CENTURY RE requested an advance  
7 fee of \$3,000 from Pearson. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Pearson paid  
8 21<sup>st</sup> CENTURY RE \$3,000 on or about September 8, 2008.

9 23. After Pearson paid the \$3,000 mentioned above to 21<sup>st</sup> CENTURY RE, he  
10 received no further communications or services of any type from anyone connected in any way  
11 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

12 McLaggon transaction

13 24. In approximately September 2008, 21<sup>st</sup> CENTURY RE, by and through  
14 HOLT, solicited Roderick and Geneva McLaggon (the McLaggons) in order to provide loan  
15 negotiation and modification services to save their home from being lost in foreclosure.

16 25. In furtherance of 21<sup>st</sup> CENTURY RE 'S plan and scheme to provide loan  
17 negotiation and/or modification services to the McLaggons, 21<sup>st</sup> CENTURY RE requested an  
18 advance fee of \$2,250 from them. In reliance on 21<sup>st</sup> CENTURY RE 'S representations, the  
19 McLaggons paid 21<sup>st</sup> CENTURY RE \$3,000 on or about September 16, 2008.

20 26. After the McLaggons paid the \$2,250 mentioned above to 21<sup>st</sup> CENTURY  
21 RE, they received no further communications or services of any type from anyone connected in  
22 any way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

23 Tudzinovic transaction

24 27. In approximately July 2008, 21<sup>st</sup> CENTURY RE, solicited Ivan Tudzinovic  
25 (Tudzinovic) in order to provide loan negotiation and modification services to save Tudzinovic's  
26 home from being lost in foreclosure.

1           28. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
2 negotiation and/or modification services to Pearson, 21<sup>st</sup> CENTURY RE requested an advance  
3 fee of \$1,500 from Tudzinovic. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Tudzinovic  
4 paid 21<sup>st</sup> CENTURY RE \$1,500 on or about July 17, 2008.

5           29. After Tudzinovic paid the \$1,500 mentioned above to 21<sup>st</sup> CENTURY RE,  
6 he received no further communications or services of any type from anyone connected in any way  
7 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

8 Reese transaction

9           30. In approximately September 2008, 21<sup>st</sup> CENTURY RE, solicited Telisha  
10 L.V. Reese (Reese) in order to provide loan negotiation and modification services to save  
11 Reese's home from being lost in foreclosure.

12           31. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
13 negotiation and/or modification services to Reese, 21<sup>st</sup> CENTURY RE requested an advance fee  
14 of \$2,000 from Reese. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Reese paid 21<sup>st</sup>  
15 CENTURY RE \$1,000 on or about September 24, 2008 and an additional \$1,000 on or about  
16 October 25, 2008.

17           32. After Reese paid the \$2,000 mentioned above to 21<sup>st</sup> CENTURY RE, she  
18 received no further communications or services of any type from anyone connected in any way  
19 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

20 the Fetty transaction

21           33. In approximately December 2008, 21<sup>st</sup> CENTURY RE, by and through  
22 ENCINAS, solicited Susan and Frederick Fetty (the Fettys) in order to provide loan negotiation  
23 and modification services to save their home and rental properties from being lost in foreclosure.

24           34. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
25 negotiation and/or modification services to the Fettys, 21<sup>st</sup> CENTURY RE requested an advance  
26 fee of \$13.659 from them. In reliance on 21<sup>st</sup> CENTURY RE 'S representations, the Fettys paid  
27 21<sup>st</sup> CENTURY RE a total of \$13,659 between March 18, 2008 and December 12, 2008.

1           35. After the Fettys paid the \$13,659 mentioned above to 21<sup>st</sup> CENTURY RE,  
2 they received no further communications or services of any type from anyone connected in any  
3 way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

4 Simon transaction

5           36. In approximately April 2008, 21<sup>st</sup> CENTURY RE, by and through NORRIS,  
6 solicited Barbara Simon (Simon) in order to provide loan negotiation and modification services  
7 to save Simon's home from being lost in foreclosure.

8           37. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
9 negotiation and/or modification services to Simon, 21<sup>st</sup> CENTURY RE requested an advance fee  
10 of \$4,766 from Simon. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Simon paid 21<sup>st</sup>  
11 CENTURY RE a total of \$4,766 between April 14, 2008 and January 5, 2009.

12           38. After Simon paid the \$4,766 mentioned above to 21<sup>st</sup> CENTURY RE, she  
13 received no further communications or services of any type from anyone connected in any way  
14 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

15 Moore transaction

16           39. In approximately December 2008, 21<sup>st</sup> CENTURY LEGAL, by and through  
17 RODRIGUEZ, solicited Moore (Moore) in order to provide loan negotiation and modification  
18 services to save Moore's home from being lost in foreclosure.

19           40. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
20 negotiation and/or modification services to Moore, 21<sup>st</sup> CENTURY LEGAL requested an  
21 advance fee of \$1,783 from Moore. In reliance on 21<sup>st</sup> CENTURY LEGAL'S representations,  
22 Moore paid 21<sup>st</sup> CENTURY LEGAL \$1,783 on or about December 26, 2008.

23           41. After Moore paid the \$1,783 mentioned above to 21<sup>st</sup> CENTURY LEGAL,  
24 he received no further communications or services of any type from anyone connected in any way  
25 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

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1 Forsythe transaction

2 42. In approximately January 2009, 21<sup>st</sup> CENTURY LEGAL, by and through  
3 ENCINAS, solicited Laxlie and Josephine Forsythe (the Forsythes) in order to provide loan  
4 negotiation and modification services to save their home from being lost in foreclosure.

5 43. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
6 negotiation and/or modification services to the Forsythes, 21<sup>st</sup> CENTURY LEGAL requested an  
7 advance fee of \$1,806 from them. In reliance on 21<sup>st</sup> CENTURY LEGAL'S representations, the  
8 Forsythes paid 21<sup>st</sup> CENTURY LEGAL \$903 on February 5, 2009 and an additional \$903 on  
9 March 5, 2009.

10 44. After the Forsythes paid the \$1,806 mentioned above to 21<sup>st</sup> CENTURY  
11 LEGAL, they received no further communications or services of any type from anyone connected  
12 in any way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

13 Reed transaction

14 45. In approximately January 2009, 21<sup>st</sup> CENTURY LEGAL, by and through  
15 TURNER, solicited Larry Reed (Reed) in order to provide loan negotiation and modification  
16 services to save Reed's home from being lost in foreclosure.

17 46. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
18 negotiation and/or modification services to Reed, 21<sup>st</sup> CENTURY LEGAL requested an advance  
19 fee of \$2,850 from Reed. In reliance on 21<sup>st</sup> CENTURY LEGAL'S representations, Reed paid  
20 21<sup>st</sup> CENTURY LEGAL a total of \$2,850 between February 2, 2009 and April 2, 2009.

21 47. After Reed paid the \$2,850 mentioned above to 21<sup>st</sup> CENTURY LEGAL, he  
22 received no further communications or services of any type from anyone connected in any way  
23 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

24 Doreus transaction

25 48. In approximately December 2008, 21<sup>st</sup> CENTURY LEGAL, solicited Iris  
26 Doreus (Doreus) in order to provide loan negotiation and modification services to save Doreus'  
27 home and rental properties from being lost in foreclosure.



1                   49. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
2 negotiation and/or modification services to Doreus, 21<sup>st</sup> CENTURY LEGAL requested an  
3 advance fee of \$7,750 from Doreus. In reliance on 21<sup>st</sup> CENTURY LEGAL 'S representations,  
4 Doreus paid 21<sup>st</sup> CENTURY LEGAL a total of \$7,750 between December 10, 2008 and February  
5 25, 2009.

6                   50. After Doreus paid the \$7,750 mentioned above to 21<sup>st</sup> CENTURY LEGAL,  
7 she received no further communications or services of any type from anyone connected in any  
8 way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

9 Jones transaction

10                   51. In approximately April 2009, 21<sup>st</sup> CENTURY LEGAL, by and through  
11 BRYANT, solicited Kevin Jones (Jones) in order to provide loan negotiation and modification  
12 services to save Jones' home from being lost in foreclosure.

13                   52. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
14 negotiation and/or modification services to Jones, 21<sup>st</sup> CENTURY LEGAL requested an advance  
15 fee of \$6,342 from Jones. In reliance on 21<sup>st</sup> CENTURY LEGAL'S representations, Jones paid  
16 21<sup>st</sup> CENTURY LEGAL a total of \$6,342 between May 1, 2009 and July 1, 2009.

17                   53. After Jones paid the \$6,342 mentioned above to 21<sup>st</sup> CENTURY LEGAL, he  
18 received no further communications or services of any type from anyone connected in any way  
19 with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

20 Lynch transaction

21                   54. In approximately January 2009, 21<sup>st</sup> CENTURY LEGAL solicited Gary and  
22 Marci Lynch (the Lynches) in order to provide loan negotiation and modification services to save  
23 the Lynches home from being lost in foreclosure.

24                   55. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
25 negotiation and/or modification services to the Lynches, 21<sup>st</sup> CENTURY LEGAL requested an  
26 advance fee of \$3,500 from them. In reliance on 21<sup>st</sup> CENTURY LEGAL 'S representations, the  
27

1 Lynches paid 21<sup>st</sup> CENTURY LEGAL at total of \$3,500 between January 22, 2009 and March  
2 22, 2009.

3 56. After the Lynches paid the \$3,500 mentioned above to 21<sup>st</sup> CENTURY  
4 LEGAL, they received no further communications or services of any type from anyone connected  
5 in any way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

6 Jones-Bradford transaction

7 57. In approximately March 2009, 21<sup>st</sup> CENTURY LEGAL, by and through  
8 RODRIGUEZ, solicited Kerri Q. Jones-Bradford (Jones-Bradford) in order to provide loan  
9 negotiation and modification services to save Jones-Bardford's home from being lost in  
10 foreclosure.

11 58. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
12 negotiation and/or modification services to Jones-Bradford, 21<sup>st</sup> CENTURY LEGAL requested  
13 an advance fee of \$2,644 from Jones-Bradford. In reliance on 21<sup>st</sup> CENTURY LEGAL'S  
14 representations, Jones-Bradford paid 21<sup>st</sup> CENTURY LEGAL \$3,500 on May 3, 2009.

15 59. After Jones-Bradford paid the \$2,644 mentioned above to 21<sup>st</sup> CENTURY  
16 LEGAL, she received no further communications or services of any type from anyone connected  
17 in any way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

18 Hughes transaction

19 60. In approximately July 2009, 21<sup>st</sup> CENTURY LEGAL, by and through  
20 STRICKLAND, solicited Martha Hughes (Hughes) in order to provide loan negotiation and  
21 modification services to save Hughes' home from being lost in foreclosure.

22 61. In furtherance of 21<sup>st</sup> CENTURY LEGAL'S plan and scheme to provide loan  
23 negotiation and/or modification services to Hughes, 21<sup>st</sup> CENTURY LEGAL requested an  
24 advance fee of \$2,502 from Hughes. In reliance on 21<sup>st</sup> CENTURY LEGAL'S representations,  
25 Hughes paid 21<sup>st</sup> CENTURY LEGAL at total of \$2,502 between July 17, 2009 and September  
26 17, 2009.

1           62. After Hughes paid the \$2,502 mentioned above to 21<sup>st</sup> CENTURY LEGAL,  
2 she received no further communications or services of any type from anyone connected in any  
3 way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

4 Ponce and Patterson transaction

5           63. In approximately November 2008, 21<sup>st</sup> CENTURY RE, solicited Raymond  
6 Ponce and Donna Patterson (Ponce and Patterson) in order to provide loan negotiation and  
7 modification services to save their home from being lost in foreclosure.

8           64. In furtherance of 21<sup>st</sup> CENTURY RE'S plan and scheme to provide loan  
9 negotiation and/or modification services to Ponce and Patterson, 21<sup>st</sup> CENTURY RE requested  
10 an advance fee of \$1,373 from them. In reliance on 21<sup>st</sup> CENTURY RE'S representations, Ponce  
11 and Patterson paid 21<sup>st</sup> CENTURY RE at total of \$1,373 between November 28, 2008 and  
12 January 28, 2009.

13           65. After Ponce and Patterson paid the \$1,373 mentioned above to 21<sup>st</sup>  
14 CENTURY RE, they received no further communications or services of any type from anyone  
15 connected in any way with 21<sup>st</sup> CENTURY RE or 21<sup>st</sup> CENTURY LEGAL.

16  
17 CONCLUSIONS OF LAW

18           66. Based on the information contained in Paragraphs 1 through 38 and 63  
19 through 65, above, 21<sup>st</sup> CENTURY RE and HOLT violated Section 10085 of the Code and  
20 Regulation 2970, by not having an approved advance fee agreement on file with the  
21 Department.

22           67. Based on the information contained in Paragraphs 1 through 17, 33 through  
23 38 and 63 through 65, above, 21<sup>st</sup> CENTURY RE and HOLT violated Code Section 10137 of  
24 the Code by employing and/or compensating individuals who were not licensed as a real estate  
25 salesperson or as a broker to perform activities requiring a real estate license.

26           68. Based on the information contained in Paragraphs 1 through 65, above,  
27

1 21<sup>st</sup> CENTURY LEGAL, ENCINAS, NORRIS, AYALA, TURNER, RODRIGUEZ, BRYANT  
2 and STRICKLAND violated Section 10130 of the Code by engaging in the activities without first  
3 obtaining a broker license from the Department.

4  
5 DESIST AND REFRAIN ORDER

6 Based upon the FINDINGS OF FACT and CONCLUSIONS OF LAW stated  
7 herein, IT IS ORDERED THAT:

8 A. 21<sup>st</sup> CENTURY LEGAL SERVICES, ENCINAS, NORRIS, AYALA,  
9 TURNER, and RODRIGUEZ, immediately desist and refrain from performing any acts within  
10 the State of California for which a real estate broker license is required, unless or until you are so  
11 licensed;

12 B. 21<sup>st</sup> CENTURY REAL ESTATE INVESTMENT CORP. and MINDY SUE  
13 HOLT, immediately desist and refrain from employing and/or compensating individuals who are  
14 not licensed as a real estate salesperson or as a broker to perform activities requiring a real estate  
15 license;

16 IT IS FURTHER ORDERED THAT 21<sup>st</sup> CENTURY REAL ESTATE  
17 INVESTMENT CORP. and MINDY SUE HOLT:

18 1. Immediately desist and refrain from charging, demanding, claiming, collecting  
19 and/or receiving advance fees, as that term is defined in Section 10026 of the Code, in any form,  
20 and under any conditions, with respect to the performance of loan modification or any other form  
21 of mortgage loan forbearance services in connection with loans on residential property containing  
22 four or fewer dwelling units (Code Section 10085.6).

23 2. Immediately desist and refrain from charging, demanding, claiming, collecting  
24 and/or receiving advance fees, as that term is defined in Section 10026 of the Code, for any of the  
25 other real estate related services you offer to others, unless and until you demonstrate and provide  
26 evidence satisfactory to the Commissioner that you are properly licensed by the Department as a  
27 real estate broker, and that:

1 (1) you have an advance fee agreement which has been submitted to the  
2 Department and which is in compliance with Section 10085 of the Code and Section 2970 of the  
3 Regulations;

4 (2) you have placed all previously collected advance fees into a trust account  
5 for that purpose and are in compliance with Section 10146 of the Code; and

6 (3) you have provided an accounting to trust fund owner-beneficiaries  
7 pursuant to Section 2972 of the Regulations.  
8  
9

10  
11 DATED: 3/2, 2010.

12 JEFF DAVI  
13 Real Estate Commissioner  
14  
15  
16

17 **Notice:** Business and Professions Code Section 10139 provides that "Any person acting as a  
18 real estate broker or real estate salesperson without a license or who advertises using words  
19 indicating that he or she is a real estate broker without being so licensed shall be guilty of a  
20 public offense punishable by a fine not exceeding twenty thousand dollars (\$20,000), or by  
21 imprisonment in the county jail for a term not to exceed six months, or by both fine and  
22 imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars  
23 (\$60,000)."

24 cc: 21<sup>st</sup> CENTURY REAL ESTATE INVESTMENT CORP.  
25 9607 Business Center Drive, Bldg. 13, Suite D  
26 Rancho Cucamonga, CA 91730

27 21<sup>st</sup> CENTURY LEGAL SERVICES  
9507 Business Center Drive, Bldg. 7, Suite D  
Rancho Cucamonga, CA 91730

1 9340 Baseline Road, Suite 105  
2 Rancho Cucamonga, CA 91701

3 MINDY SUE HOLT  
4 525 East Seaside Way, suite 101B  
5 Long Beach, CA 90802

6 RUBY ENCINAS  
7 9507 Business Center Drive, Bldg. 7, Suite D  
8 Rancho Cucamonga, CA 91730

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