FILED

JUN - 8 2011

DEPARTMENT OF REAL ESTATE
BY: [illegible]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of	)	
	)	No. H-36504 LA
21st CENTURY REAL ESTATE INVESTMENT CORPORATION and MINDY SUE HOLT, individually, and as former designated officer of 21st Century Real Estate Investment Corporation,	)	
Respondents	)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on November 4, 2010, and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On March 3, 2010, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the Department of Real Estate, State of California ("Department").

a) On March 9, 2010, the Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent 21st CENTURY REAL ESTATE INVESTMENT CORPORATION at its main office and mailing address at 9607 Business Center Drive, Building 13, Suite D, Rancho Cucamonga, 91730. This mailing was returned by the post office with a new forwarding address of: "21st Century Legal Services, 9340 Baseline Rd. Ste 105, Rancho Cucamonga, CA 91701-5846." On March 26, 2010, the Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent 21st CENTURY REAL ESTATE

INVESTMENT CORPORATION at the address on Baseline Road. This mailing was returned by the post office as "not deliverable as addressed, unable to forward."

b) On March 9, 2010, the Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent MINDY SUE HOLT at her main office and mailing address at 525 E. Seaside Way, Ste. 101B, Long Beach, CA 90802. This mailing was signed for on March 10, 2010.

c) No Notice of Defense was received from either Respondent.

d) No Notice of Defense having been received, Respondent 21st CENTURY REAL ESTATE INVESTMENT CORPORATION's default was entered herein on November 4, 2010.

e) No Notice of Defense having been received, Respondent MINDY SUE HOLT's default was entered herein on November 4, 2010.

2.

Respondent 21st CENTURY REAL ESTATE INVESTMENT CORPORATION, aka 21st Centruy [sic] Real Estate Investment Corporation ("21st CENTURY"), is licensed under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code") as a corporate real estate broker. Between August 21, 2003 and January 31, 2008, and from March 21, 2008 through August 17, 2009, Respondent 21st CENTURY was authorized to act by and through MINDY SUE HOLT as its broker-officer designated pursuant to Code Section 10159.2 to be responsible for the supervision and control of the activities conducted on behalf of 21st Century by its officers, agents and employees to ensure compliance with the Real Estate Law. Respondent HOLT resigned from her position as designated broker-officer of 21st CENTURY on August 17, 2009, and Respondent 21st CENTURY has not been broker affiliated since that time.

3.

Respondent MINDY SUE HOLT ("HOLT") is licensed by the Department as a real estate broker. Respondent HOLT has been licensed by the Department since January 16, 1997. From November 9, 2007 through January 16, 2009, HOLT, as the officer designated pursuant to Code Section 10211, was responsible for the supervision and control of the activities conducted on behalf of Respondent 21st CENTURY by its officers and employees as necessary to secure full compliance with the Real Estate Law, as set forth in Section 10159.2 of the Code.

4.

At all times mentioned herein, Respondents 21st CENTURY and HOLT employed individuals to solicit Borrowers and negotiate one or more of the following acts for another or others, for or in expectation of compensation within the meaning of Code Section 10131(d) and 10131.2: engaged in the business of, acted in the capacity of, or advertised a loan negotiation and

modification service and advance fee brokerage under one or more business names including, but not limited to, "21st CENTURY REAL ESTATE INVESTMENT CORPORATION" and "21st Century Legal Services," soliciting, offering to negotiate or perform loan modification services with respect to loan which were secured by liens on real property for compensation or in expectation of compensation and for fees collected in advance of the transaction.

5.

All further reference to "Respondents" include the parties listed in Findings 2 and 3 above, as well as the officers, agents and employees of the parties listed in Findings 2 and 3 above.

Joseph Transaction

6.

In approximately August 2008, 21st CENTURY, by and through Freddie Ayala ("Ayala"), an unlicensed individual, solicited Dorothy Joseph ("Joseph") in order to provide loan negotiation and modification services to save Joseph's home from being lost in foreclosure.

7.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to Joseph, 21st CENTURY requested an advance fee of $3,000 from Joseph. In reliance on 21st CENTURY's representations, Joseph paid 21st CENTURY $3,000 on or about August 1, 2008.

8.

After Joseph paid the $3,000 mentioned above to 21st CENTURY, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Wilson transaction

9.

In approximately August 2008, 21st CENTURY, by and through Ayala, solicited Willie and Jean Wilson ("the Wilsons") in order to provide loan negotiation and modification services to save their home from being lost in foreclosure.

10.

In furtherance of 21st CENTURY 's plan and scheme to provide loan negotiation and/or modification services to the Wilsons, 21st CENTURY requested an advance fee of $3,000 from them. In reliance on 21st CENTURY's representations, the Wilsons paid 21st CENTURY $3,000 on or about August 20, 2008.

11.

After the Wilsons paid the $3,000 mentioned above to 21st CENTURY, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Butcher transaction

12.

In approximately August 2008, 21st CENTURY, by and through HOLT, solicited Sandra Butcher ("Butcher") in order to provide loan negotiation and modification services to save Butcher's home from being lost in foreclosure.

13.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to Butcher, 21st CENTURY requested an advance fee of $3,000 from Butcher. In reliance on 21st CENTURY's representations, Butcher paid 21st CENTURY $3,000 on or about August 30, 2008.

14.

After Butcher paid the $3,000 mentioned above to 21st CENTURY, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Pearson transaction

15.

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

16.

In furtherance of 21st 'CENTURY's plan and scheme to provide loan negotiation and/or modification services to Pearson, 21st CENTURY requested an advance fee of $3,000 from Pearson. In reliance on 21st CENTURY's representations, Pearson paid 21st CENTURY $3,000 on or about September 8, 2008.

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17.

After Pearson paid the $3,000 mentioned above to 21st CENTURY, he received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

McLaggon transaction

18.

In approximately September 2008, 21st CENTURY, by and through HOLT, solicited Roderick and Geneva McLaggon ("the McLaggons") in order to provide loan negotiation and modification services to save their home from being lost in foreclosure.

19.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to the McLaggons, 21st CENTURY requested an advance fee of $2,250 from them. In reliance on 21st CENTURY's representations, the McLaggons paid 21st CENTURY $3,000 on or about September 16, 2008.

20.

After the McLaggons paid the $2,250 mentioned above to 21st CENTURY, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Tudzinovic transaction

21.

In approximately July 2008, 21st CENTURY, solicited Ivan Tudzinovic ("Tudzinovic") in order to provide loan negotiation and modification services to save Tudzinovic's home from being lost in foreclosure.

22.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to him, 21st CENTURY requested an advance fee of $1,500 from Tudzinovic. In reliance on 21st CENTURY's representations, Tudzinovic paid 21st CENTURY $1,500 on or about July 17, 2008.

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23.

After Tudzinovic paid the $1,500 mentioned above to 21st CENTURY, he received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Reese transaction

24.

In approximately September 2008, 21st CENTURY, solicited Telisha L.V. Reese ("Reese") in order to provide loan negotiation and modification services to save Reese's home from being lost in foreclosure.

25.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to Reese, 21st CENTURY requested an advance fee of $2,000 from Reese. In reliance on 21st CENTURY's representations, Reese paid 21st CENTURY $1,000 on or about September 24, 2008 and an additional $1,000 on or about October 25, 2008.

26.

After Reese paid the $2,000 mentioned above to 21st CENTURY, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

The Fetty transaction

27.

In approximately December 2008, 21st CENTURY, by and through Ruby Encinas ("Encinas") an unlicensed individual, solicited Susan and Frederick Fetty ("the Fettys") in order to provide loan negotiation and modification services to save their home and rental properties from being lost in foreclosure.

28.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to the Fettys, 21st CENTURY requested an advance fee of $13.659 from them. In reliance on 21st CENTURY's representations, the Fettys paid 21st CENTURY a total of $13,659 between March 18, 2008 and December 12, 2008.

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29.

After the Fettys paid the $13,659 mentioned above to 21st CENTURY, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

Simon transaction

30.

In approximately April 2008, 21st CENTURY, by and through Loretta Norris, an unlicensed individual, solicited Barbara Simon ("Simon") in order to provide loan negotiation and modification services to save Simon's home from being lost in foreclosure.

31.

In furtherance of 21st CENTURY's plan and scheme to provide loan negotiation and/or modification services to Simon, 21st CENTURY requested an advance fee of $4,766 from Simon. In reliance on 21st CENTURY's representations, Simon paid 21st CENTURY a total of $4,766 between April 14, 2008 and January 5, 2009.

32.

After Simon paid the $4,766 mentioned above to 21st CENTURY, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY.

DETERMINATION OF ISSUES

1.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

2.

The conduct, acts and/or omissions of Respondents 21ST CENTURY and HOLT, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondent 21ST CENTURY and Respondent HOLT pursuant to Code Sections 10137, 10177(d) and 10177(g) for employing and/or compensating unlicensed people to solicit and negotiate sales of real property, and solicit and negotiate loans on real property, as set forth above.

3.

The conduct, acts and/or omissions of Respondent HOLT, as set forth above, in failing to adequately supervise 21ST CENTURY are cause for the suspension or revocation of the licenses

and license rights of Respondent HOLT pursuant to Code Sections 10159.2, 10177(d), 10177(g) and 10177(h).

4.

Respondents collected the advance fees described in Paragraphs 6 through 35, above, pursuant to the provisions of a document which constitutes an advance fee agreement within the meaning of Code Section 10085.

5.

Respondents failed to submit the written agreements referred to in Paragraphs 6 through 35, above, to the Commissioner ten days before using them in violation of Code Section 10085 and Regulation 2970. Said conduct, acts and/or omissions, are cause for the suspension or revocation of the license and license rights of Respondent's 21st CENTURY and HOLT, pursuant to Code Sections 10177(d) and 10177(g).

ORDER

All licenses and license rights of Respondent 21st CENTURY RE REAL ESTATE INVESTMENT CORPORATION and Respondent MINDY SUE HOLT under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

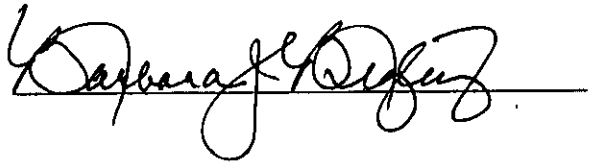
Petition for the reinstatement of a revoked license is controlled by Section 11522 of the Government Code. A copy of Section 11522 is attached hereto for the information of Respondents.

A copy of the Commissioner's Criteria of Rehabilitation is attached hereto. If and when a petition application is made for reinstatement of a revoked license, the Real Estate Commissioner will consider as one of the criteria of rehabilitation, whether or not restitution has been made to any person who has suffered monetary losses through "substantially related" acts or omissions of the applicant, whether or not such persons are named in this Decision or the Accusation filed in this case.

This Decision shall become effective at 12 o'clock noon on JUN 28 2011.

DATED: 5/19/11.

BARBARA J. BIGBY
Acting Real Estate Commissioner



FILED

NOV - 4 2010

DEPARTMENT OF REAL ESTATE
BY: [illegible]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * * *

In the Matter of the Accusation of 21st CENTURY REAL ESTATE INVESTMENT CORP. and MINDY SUE HOLT, individually and as former designated officer of 21st Century Real Estate Investment Corp., Respondents.	No. H-36504 LA

DEFAULT ORDER

Respondents, 21st CENTURY REAL ESTATE INVESTMENT CORP. and MINDY SUE HOLT, having failed to file a Notice of Defense within the time required by Section 11506 of the Government Code, are now in default. It is, therefore, ordered that a default be entered on the record in this matter.

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IT IS SO ORDERED October 29, 2010

JEFF DAVI
Real Estate Commissioner

Dolores Weeks

By: DOLORES WEEKS
Regional Manager

SHARI SVENINGSON SBN# 195298
Department of Real Estate
320 West 4th Street, Suite 350
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FILED
MAR - 8 2010
DEPARTMENT OF REAL ESTATE

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of 21st CENTURY REAL ESTATE INVESTMENT CORP. and MINDY SUE HOLT individually and as former designated officer of 21st Century Real Estate Investment Corp., Respondents.	No. H- 36504 LA A C C U S A T I O N

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against 21ST CENTURY REAL ESTATE INVESTMENT CORP. ("21st CENTURY RE") and MINDY SUE HOLT("HOLT"), individually, and as designated officer of 21st CENTURY RE, is informed and alleges as follows:

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

2. Respondent 21ST CENTURY RE, is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a real estate corporation.

3. Respondent HOLT is presently licensed and/or has license rights under the Real Estate Law as a real estate broker. HOLT was the designated broker-officer of 21ST CENTURY RE from November 9, 2007 through January 16, 2009.

4. From November 9, 2007 through January 16, 2009, Respondent HOLT, as the officer designated by Respondent 21ST CENTURY RE pursuant to Section 10211 of the Code, was responsible for the supervision and control of the activities conducted on behalf of Respondent 21ST CENTURY RE by its officers and employees as necessary to secure full compliance with the Real Estate Law as set forth in Section 10159.2 of the Code.

5. At all times herein mentioned, Respondents 21ST CENTURY RE and HOLT employed individuals to solicit borrowers and negotiate to do one or more of the following acts for another or others, for or in expectation of compensation within the meaning of Code Section 10131(d) and 10131.2: engaged in

the business of, acted in the capacity of, or advertised a loan negotiation and modification service and advance fee brokerage under one or more business names including, but not limited to, "21st Century Real Estate Investment Corporation" and "21st Century Legal Services" soliciting, offering to negotiate or perform loan modification services with respect to loans which were secured by liens on real property for compensation or in expectation of compensation and for fees collected in advance of the transaction.

Joseph transaction

6. In approximately August 2008, 21st CENTURY RE, by and through Freddie Ayala ("Ayala"), an unlicensed individual, solicited Dorothy Joseph (Joseph) in order to provide loan negotiation and modification services to save Joseph's home from being lost in foreclosure.

7. In furtherance of 21st CENTURY RE'S plan and scheme to provide loan negotiation and/or modification services to Joseph, 21st CENTURY RE requested an advance fee of $3,000 from Joseph. In reliance on 21st CENTURY RE 'S representations, Joseph paid 21st CENTURY RE $3,000 on or about August 1, 2008.

8. After Joseph paid the $3,000 mentioned above to 21st CENTURY RE, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Wilson transaction

9. In approximately August 2008, 21st CENTURY RE, by and through Ayala, solicited Willie and Jean Wilson (the Wilsons) in order to provide loan negotiation and modification services to save their home from being lost in foreclosure.

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

11. After the Wilsons paid the $3,000 mentioned above to 21st CENTURY RE, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Butcher transaction

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

13. In furtherance of 21st CENTURY RE 'S plan and scheme to provide loan negotiation and/or modification services to Butcher, 21st CENTURY RE requested an advance fee of $3,000

from Butcher. In reliance on 21st CENTURY RE'S representations, Butcher paid 21st CENTURY RE $3,000 on or about August 30, 2008.

14. After Butcher paid the $3,000 mentioned above to 21st CENTURY RE, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Pearson transaction

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

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

17. After Pearson paid the $3,000 mentioned above to 21st CENTURY RE, he received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

McLaggon transaction

18. In approximately September 2008, 21st CENTURY RE, by and through HOLT, solicited Roderick and Geneva McLaggon

(the McLaggons) in order to provide loan negotiation and modification services to save their home from being lost in foreclosure.

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

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

Tudzinovic transaction

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

22. In furtherance of 21st CENTURY RE'S plan and scheme to provide loan negotiation and/or modification services to him, 21st CENTURY RE requested an advance fee of $1,500 from Tudzinovic. In reliance on 21st CENTURY RE'S representations, Tudzinovic paid 21st CENTURY RE $1,500 on or about July 17, 2008.

23. After Tudzinovic paid the $1,500 mentioned above to 21st CENTURY RE, he received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Reese transaction

24. In approximately September 2008, 21st CENTURY RE, solicited Telisha L.V. Reese (Reese) in order to provide loan negotiation and modification services to save Reeese's home from being lost in foreclosure.

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

26. After Reese paid the $2,000 mentioned above to 21st CENTURY RE, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

the Fetty transaction

27. In approximately December 2008, 21st CENTURY RE, by and through Ruby Encinas ("Encinas") an unlicensed individual, solicited Susan and Frederick Fetty (the Fettys) in order to provide loan negotiation and modification services to

save their home and rental properties from being lost in foreclosure.

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

29. After the Fettys paid the $13,659 mentioned above to 21st CENTURY RE, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Simon transaction

30. In approximately April 2008, 21st CENTURY RE, by and through Loretta Norris, an unlicensed individual, solicited Barbara Simon (Simon) in order to provide loan negotiation and modification services to save Simon's home from being lost in foreclosure.

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

32. After Simon paid the $4,766 mentioned above to 21st CENTURY RE, she received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

Ponce and Patterson transaction

33. In approximately November 2008, 21st CENTURY RE, solicited Raymond Ponce and Donna Patterson (Ponce and Patterson) in order to provide loan negotiation and modification services to save their home from being lost in foreclosure.

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

35. After Ponce and Patterson paid the $1,373 mentioned above to 21st CENTURY RE, they received no further communications or services of any type from anyone connected in any way with 21st CENTURY RE or 21st CENTURY LEGAL.

36. Respondent HOLT ordered, caused, authorized or participated in the conduct of Respondent 21ST CENTURY RE, as is alleged in this Accusation.

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37. The conduct, acts and/or omissions of Respondents 21ST CENTURY RE and HOLT, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondent 21ST CENTURY RE and Respondent HOLT pursuant to Code Sections 10137, 10177(d) and/or 10177(g) for employing and/or compensating unlicensed people to solicit and negotiate sales of real property, and solicit and negotiate loans on real property, as set forth above. These activities require a real estate license under Sections 10131(a) and (d) of the Code.

38. The conduct, acts and/or omissions of Respondent HOLT, as set forth above, in failing to adequately supervise 21ST CENTURY RE are cause for the suspension or revocation of the licenses and license rights of Respondent HOLT pursuant to Code Sections 10159.2, 10177(d), 10177(g) and/or 10177(h).

39. Respondents collected the advance fees described in Paragraphs 6 through 35, above, pursuant to the provisions of a document which constitutes an advance fee agreement within the meaning of Code Section 10085.

40. Respondents failed to submit the written agreements referred to in Paragraphs 6 through 35, above, to the Commissioner ten days before using them in violation of Code Section 10085 and Regulation 2970.

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 21ST CENTURY REAL ESTATE INVESTMENT CORP. and Respondent MINDY SUE HOLT, individually, and as designated broker-officer of Respondent 21ST CENTURY RE, under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 3 day of March, 2010.

Robin Trujillo
Deputy Real Estate Commissioner

cc: 21ST CENTURY REAL ESTATE INVESTMENT CORP.
MINDY SUE HOLT
Robin Trujillo
Sacto.