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

Telephone: (213) 576-6982

FILED
MAR - 9 2010
DEPARTMENT OF REAL ESTATE

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * * *

To: 21st CENTURY REAL ESTATE INVESTMENT CORP., MINDY SUE HOLT, individually and as former designated officer of 21st Century Real Estate Investment Corp., 21st 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 21st CENTURY REAL ESTATE INVESTMENT CORP. ("21st CENTURY RE"), MINDY SUE HOLT ("HOLT"), 21st CENTURY LEGAL SERVICES, ("21st 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 21st CENTURY RE, HOLT, 21st CENTURY LEGAL,

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

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

FINDINGS OF FACT

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

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

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

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

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

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

capacity.

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

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

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

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

11. At the time set forth below each and every respondent solicited borrowers and negotiated to do one or more of the following acts for another or others, for or in expectation of compensation: engaged in the business of, acted in the capacity of, or advertised a loan 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

12. In approximately August 2008, 21st CENTURY RE, by and through AYALA, solicited Dorothy Joseph (Joseph) in order to provide loan negotiation and modification services to save Joseph'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 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.

14. 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

15. 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.

16. 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.

17. 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

18. 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.

19. 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.

20. 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

21. 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.

22. 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.

23. 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

24. 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.

25. 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.

26. 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

27. 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.

28. 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 $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.

29. 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

30. 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.

31. 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.

32. 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

33. In approximately December 2008, 21st CENTURY RE, by and through ENCINAS, 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.

34. 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.

35. 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

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

37. 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.

38. 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.

Moore transaction

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

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

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

//

//

Forsythe transaction

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

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

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

Reed transaction

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

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

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

Doreus transaction

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

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

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

Jones transaction

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

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

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

Lynch transaction

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

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

Lynches paid 21st CENTURY LEGAL at total of $3,500 between January 22, 2009 and March 22, 2009.

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

Jones-Bradford transaction

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

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

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

Hughes transaction

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

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

62. After Hughes paid the $2,502 mentioned above to 21st CENTURY LEGAL, 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

63. 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.

64. 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.

65. 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.

CONCLUSIONS OF LAW

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

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

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

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

DESIST AND REFRAIN ORDER

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

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

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

IT IS FURTHER ORDERED THAT 21st CENTURY REAL ESTATE INVESTMENT CORP. and MINDY SUE HOLT:

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

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

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

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

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

DATED: 3/2, 2010.

JEFF DAVI
Real Estate Commissioner

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

cc: 21st CENTURY REAL ESTATE INVESTMENT CORP.
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730

21st CENTURY LEGAL SERVICES
9507 Business Center Drive, Bldg. 7, Suite D
Rancho Cucamonga, CA 91730

9340 Baseline Road, Suite 105
Rancho Cucamonga, CA 91701

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

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

FREDDIE AYALA
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730

LORETTA NORRIS
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730

TRENT TURNER
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730

ALBERT RODRIGUEZ
9607 Business Center Drive, Bldg. 13, Suite D
Rancho Cucamonga, CA 91730

SHAWN BRYANT
9340 Baseline Road, suite 105
Rancho Cucamonga, CA 91701

LeROY STRICKLAND
8816 W. Foothill, #103-350
Rancho Cucamonga, CA 91730