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FILED

MAY 21 2025

DEPARTMENT OF REAL ESTATE
By J. Herrlinger

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8
9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of

13 MORTGAGE ONLY, INC. and
14 BENJAMIN LYNN GREER,

15 Respondents.

) DRE No. H-12658 SF
) OAH No. 2023040517

) STIPULATION AND
) AGREEMENT IN SETTLEMENT
) AND ORDER

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17 It is hereby stipulated by and between MORTGAGE ONLY, INC. (MOI),
18 BENJAMIN LYNN GREER (GREER), ("Respondents"), and the Department of Real Estate
19 ("Department" or "Complainant"), acting by and through Taylor Herrlinger, Counsel for the
20 Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation
21 filed on February 3, 2023 ("Accusation"), in this matter:

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

27 2. Respondents have received, read and understand the Statement to Respondent,

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 the Discovery Provisions of the APA and the Accusation filed by the Department in this
2 proceeding.

3 3. Respondents filed a Notice of Defense pursuant to Section 11506 of the
4 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
5 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
6 acknowledge that they understand that by withdrawing said Notice of Defense they thereby
7 waive their right to require the Commissioner to prove the allegations in the Accusation at a
8 contested hearing held in accordance with the provisions of the APA and that they will waive
9 other rights afforded to it in connection with the hearing such as the right to present evidence in
10 its defense, and the right to cross-examine witnesses.

11 4. This Stipulation is based on the factual allegations contained in the Accusation
12 filed in this proceeding. In the interest of expedience and economy, Respondents choose not to
13 contest these factual allegations, but to remain silent and understand that, as a result thereof,
14 these factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
15 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
16 such allegations.

17 5. This Stipulation is made for the purpose of reaching an agreed disposition of
18 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
19 in which the Department, or another licensing agency of this state, another state, or the federal
20 government is involved, and otherwise shall not be admissible in any criminal or civil
21 proceeding.

22 6. It is understood by the parties that the Real Estate Commissioner may adopt
23 this Stipulation as her Decision in this matter, thereby imposing the penalty and sanctions on
24 Respondents' real estate licenses and license rights as set forth in the below "Order." In the
25 event that the Commissioner in her discretion does not adopt the Stipulation, the Stipulation shall
26 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the
27 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver

1 made herein.

2 7. The Order or any subsequent Order of the Real Estate Commissioner made
3 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
4 administrative or civil proceedings by the Department with respect to any matters which were
5 not specifically alleged to be causes for accusation in this proceeding.

6 **DETERMINATION OF ISSUES**

7 By reason of the foregoing, and solely for the purpose of settlement of the
8 pending Accusation without a hearing, it is stipulated and agreed that the following
9 Determination of Issues shall be made:

10 The conduct, acts or omissions of Respondents as set forth in the Accusation,
11 constitute grounds for the suspension or revocation of Respondents' licenses and licensing rights
12 pursuant to Business and Professions Code (Code) Section 10177(g).

13 **ORDER**

14 **WHEREFORE, THE FOLLOWING ORDER is hereby made:**

15 **MORTGAGE ONLY, INC.**

16 1. All licenses and licensing rights of MOI under the Real Estate Law are
17 suspended for a period of sixty (60) days from the effective date of this Decision and Order;
18 provided, however, that:

19 a. Thirty (30) days of said suspension shall be stayed, upon the condition
20 that MOI petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
21 pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a
22 total monetary penalty of \$1,500.00.

23 i. Said payment shall be in the form of a cashier's check made
24 payable to the Department of Real Estate and delivered to the Department of Real Estate, Flag
25 Section, 651 Bannon Street, Suite 504, Sacramento, California 95811, prior to the effective date
26 of this Order.

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1 ii. No further cause for disciplinary action against the Real Estate
2 license of MOI occurs within two (2) years from the effective date of the Decision and Order in
3 this matter.

4 iii. If MOI fails to pay the monetary penalty as provided above
5 prior to the effective date of this Stipulation, the suspension shall go into effect automatically.

6 iv. If MOI timely pays the monetary penalty and any other
7 moneys due under this Stipulation; and if no further cause for disciplinary action against the real
8 estate license of MOI occurs within two (2) years from the effective date of this Stipulation, the
9 entire stay hereby granted pursuant to this Stipulation as to MOI only, shall become permanent.

10 2. The remaining thirty (30) days of said suspension shall also be stayed for two
11 (2) years upon the following terms and conditions:

12 a. MOI shall obey all laws, rules, and regulations governing the rights,
13 duties and responsibilities of a real estate licensee in the State of California.

14 b. That no final subsequent determination be made, after hearing or upon
15 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
16 date of this Stipulation. Should such a determination be made, the Commissioner may, in her
17 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
18 suspension. Should no such determination be made, the stay imposed herein shall become
19 permanent.

20 **BENJAMIN LYNN GREER**

21 1. All licenses and licensing rights of GREER under the Real Estate Law are
22 suspended for a period of sixty (60) days from the effective date of this Decision and Order;
23 provided, however, that:

24 a. Thirty (30) days of said suspension shall be stayed, upon the condition
25 that GREER petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
26 pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a
27 total monetary penalty of \$1,500.00.

1 i. Said payment shall be in the form of a cashier's check made
2 payable to the Department of Real Estate and delivered to the Department of Real Estate, Flag
3 Section, 651 Bannon Street, Suite 504, Sacramento, California 95811, prior to the effective date
4 of this Order.

5 ii. No further cause for disciplinary action against the Real Estate
6 License of GREER occurs within two (2) years from the effective date of the Decision and Order
7 in this matter.

8 iii. If GREER fails to pay the monetary penalty as provided above
9 prior to the effective date of this Stipulation, the suspension shall go into effect automatically.

10 iv. If GREER timely pays the monetary penalty and any other
11 moneys due under this Stipulation; and if no further cause for disciplinary action against the real
12 estate license of GREER occurs within two (2) years from the effective date of this Stipulation,
13 the entire stay hereby granted pursuant to this Stipulation as to GREER only, shall become
14 permanent.

15 2. The remaining thirty (30) days of said suspension shall also be stayed for two
16 (2) years upon the following terms and conditions:

17 a. GREER shall obey all laws, rules, and regulations governing the rights,
18 duties and responsibilities of a real estate licensee in the State of California.

19 b. That no final subsequent determination be made, after hearing or upon
20 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
21 date of this Stipulation. Should such a determination be made, the Commissioner may, in her
22 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
23 suspension. Should no such determination be made, the stay imposed herein shall become
24 permanent.

25 **MORTGAGE ONLY, INC. AND BENJAMIN LYNN GREER**

26 1. All licenses and license rights of Respondents MOI and GREER are
27 indefinitely suspended, unless or until Respondents, jointly and severally, pay the sum of

1 \$2,828.35 for the Commissioner's reasonable costs of the investigation and enforcement that led
2 to this disciplinary action. Said payment shall be in the form of a cashier's check made payable
3 to the Department of Real Estate. The investigative and enforcement costs must be delivered to
4 the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA
5 95811, **prior to the effective date of this Decision and Order.** Payment of investigation and
6 enforcement costs should not be made until the Stipulation has been approved by the
7 Commissioner.

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9 DATED: 02-24-2025

Taylor Herrlinger
Taylor Herrlinger, Counsel for
Department of Real Estate

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13 **EXECUTION OF THE STIPULATION**

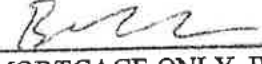
14 Respondents have read the Stipulation, and its terms are understood by
15 Respondents and are agreeable and acceptable to Respondents. Respondents understand that
16 Respondents are waiving rights given to them by the California Administrative Procedure Act
17 (including but not limited to Sections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

22 Respondents agree, acknowledge, and understand that Respondents cannot
23 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondents
24 understand and agree that Respondents may not withdraw Respondents' agreement or seek to
25 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to
26 the effective date of the Stipulation and Order.

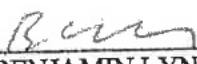
27 Respondents can signify acceptance and approval of the terms and conditions of

1 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as
2 actually signed by Respondents, to the Department. Respondents agree, acknowledge, and
3 understand that by electronically sending to the Department an electronic copy of Respondents'
4 actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the
5 Department shall be as binding on Respondents as if the Department had received the original
6 signed Stipulation. Alternatively, Respondents can signify acceptance and approval of the terms
7 and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and
8 Agreement to: Taylor Herrlinger, Department of Real Estate, 651 Bannon Street, Suite 507,
9 Sacramento, California 95811.

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11 Dated: 2-21-2025

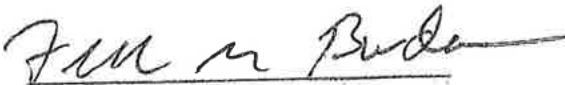

MORTGAGE ONLY, INC., by and through
Designated Officer Benjamin Lynn Greer,
Respondent

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16 Dated: 2-21-2025


BENJAMIN LYNN GREER
Respondent

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19 *I have reviewed this Stipulation and Agreement as to form and content and have*
20 *advised my client accordingly.*

21 Dated: 2-21-25


FRANK M. BUDA
Attorney for Respondents

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25 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
26 Respondents MORTGAGE ONLY, INC. and BENJAMIN LYNN GREER and shall become
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effective at 12 o'clock noon on JUN 10 2025

IT IS SO ORDERED 5/19/2025

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner