BEFORE THE REAL ESTATE COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF:	)	
	)	
MARY ANN ANAYA	)	NMREC CASE NO. 13-09-05-101
BROKER LICENSE NUMBER: 37927	)	
Respondent.	)	

SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Real Estate Commission ("Commission") received a complaint on September 19, 2013, regarding Mary Ann Anaya ("Respondent"), a licensed broker, and a Notice of Contemplated Action was authorized and issued by the Commission on September 14, 2015; and

WHEREAS, Respondent is willing to resolve this matter in an amicable fashion and without the need for a formal hearing as required pursuant to the Uniform Licensing Act ("ULA"); and

WHEREAS, the Commission believes this Settlement Agreement ("Agreement") is appropriate and in the best interests of the Board and the Respondent.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Jurisdiction.** As the Commission is responsible for administrative actions in respect to the Real Estate Licensing Act, NMSA 1978 § 61-29-1 through § 61-29-29 ("Act"), Respondent is a licensed Real Estate Broker and as complaints were sent to the Commission alleging Respondent committed violations of the Act, the Respondent, at all times material to the allegations set forth in the complaint, was subject to the jurisdiction of the Commission at the time of the violations alleged and is currently subject to the jurisdiction of the Commission.

2. **Violations.** Respondent does not agree she violated, however, Respondent acknowledges that this disciplinary action is based on alleged violations that Respondent violated sections 60-29-12(A)(1), (A)(2), (A)(10) and (A)(11) of the New Mexico Statutes Annotated, and Rules 16.61.12.17 (D), (E) and (F) of the New Mexico Administrative Code, based on Respondent's acting on behalf of another person in real estate matters without the knowledge of supervision of her qualifying broker.

3. **Discipline.** Respondent acknowledges that she is subject to disciplinary action pursuant to the above noted statutes and does not contest the Commission's allegations that she engaged in conduct which violated the Act and its rules.

4. **Requirements.** The Commission shall take no further action against Respondent with respect to the matters alleged in the complaint, provided that Respondent complies fully with the following:

A. Respondent shall pay a one thousand dollar ($1,000.00) fine as a civil penalty to be paid within thirty (30) days of Respondent's receipt of the Order signed by the Commission President, evidencing the Commission's approval of this Agreement. Payment shall be made to the order of the New Mexico Real Estate Commission in the form of a cashier's check or money order. Pay shall be sent to the following address:

Wayne W. Ciddio, Executive Secretary
New Mexico Real Estate Commission
5200 Oakland Ave, N.E., Suite B
Albuquerque, New Mexico 87113

B. Respondent shall complete four (4) hours of continuing education in Residential Property Management Essentials, as approved by the Commission's Executive

Secretary Respondent shall complete this continuing education requirement within ninety (90) days of receipt of the Order, and shall submit proof of completion to the Commission's Executive Secretary.

5. **Waivers.** Respondent acknowledges, agrees and stipulates that by signing this agreement she is waiving the following rights as they pertain to the alleged misconduct described herein:

A. Respondent enters into this Agreement voluntarily and waives her right to have these matters heard in the manner described in the ULA, NMSA 1978, §61-1-1 through §61-1-33 (2003), including the right to a full evidentiary hearing on the charges made in the complaint against her, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Commission following such a hearing.

B. Respondent waives any and all time limitations set forth in the ULA, including all rights to have this matter heard within the time frame established by the ULA, in order for the Commission to consider this Agreement.

C. Respondent waives her right to assert a claim of bias or move to excuse any Commission member based upon the Commission member's consideration of this Agreement.

D. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.

6. Respondent acknowledges that the Commission has the statutory, administrative and regulatory authority and thereby jurisdiction to investigate and adjudicate allegations of professional misconduct. NMSA 1978 § 61-29-1 through § 61-29-29. Upon execution of this Agreement, Respondent releases the Commission from any and all claims arising out of the

Commission's decision to investigate the complaint, refer the matter for issuance of a Notice of Contemplated Action, and take the actions described herein.

7. This Agreement is subject to approval by the Commission. If the Commission rejects this Agreement, the Commission may proceed with formal hearing. If the Commission rejects this Agreement, the terms of this Agreement or statements made by the Respondent in support of this Agreement shall not be used against Respondent in a subsequent proceeding if such concerns the claims alleged in this complaint.

8. This Agreement is binding upon the Commission and the Respondent when it is signed by the Respondent and the attending Order, validating the terms of the Agreement, is signed by the Commission President.

9. Upon the Commission President affixing his signature to the Order indicating the Commission's approval of this Agreement, copies of both documents shall be mailed to Respondent by Certified Mail. Mailing shall fulfill the Commission's obligation to notify Respondent of the Commission's acceptance of the Agreement. The time limitations for Respondent's compliance with the requirements of this agreement shall commence five (5) days after said mailing by the Commission as such date shall be deemed receipt by the Respondent of this Agreement and the signed Order.

10. As long as Respondent complies with the requirements of this Agreement the Commission will consider this matter closed and resolved and will contemplate no further action against Respondent for the alleged conduct made the subject matter of this Agreement. However, the Commission may consider this misconduct as evidence of a pattern of conduct in the event that similar or other misconduct is proven against Respondent in the future. Additionally, the Commission may consider the fact that discipline was imposed through this Agreement and the

accompanying Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future

11. This Agreement is a settlement of Commission case number 13-10-05-108 only for the specific allegations contained therein. The Commission reserves the right to initiate proceedings for any other violations of the New Mexico License Law and the rules and regulations adopted by the Commission pursuant to the act. Respondent understands and acknowledges that her action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal

12. Respondent understands, acknowledges and stipulates that any violation(s) by her of this Agreement and or failure to comply with the terms and conditions of this Agreement shall be a separate and independent ground for disciplinary action by the Commission against Respondent and at the discretion of the Commission shall constitute a violation of the Act. Such action will immediately result in the filing of an Order to Show Cause as to why the Board should not find the Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal including but not limited to revocation, suspension or denial of a license, restrictions on scope of practice, imposition of fees, penalties and costs and/or taken any other disciplinary action authorized pursuant to the Act and/or the ULA.

13. Respondent acknowledges that she has the right to be represented by an attorney and has been given the opportunity to have counsel of her choice review this agreement. Respondent and her counsel have had the opportunity to review this agreement. Respondent affirmatively states she has reviewed this agreement and by her signature acknowledges her agreement to all of the terms of this Agreement.

14. The complaint and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993). Other data, communications, and

information acquired by the Commission relating to this matter shall be public as provided by the New Mexico Real Estate License Law. This disciplinary action will be reported to the disciplinary data bank of the Association of Real Estate License Law Officials [ARELLO] and may be posted on the Commission's website.

15. Respondent affirmatively states that she has read this entire document and understands her responsibilities and duties in reference to settlement of this matter. Respondent knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made to her other than the terms and conditions expressly stated herein.

Mary Ann Anaya, License No. 37927
Respondent

10.23.15
Date

BEFORE THE REAL ESTATE COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF:	)	
	)	
MARY ANN ANAYA	)	NMREC CASE NO. 13-09-05-101
BROKER LICENSE NUMBER: 37927	)	
Respondent.	)	

ORDER

This matter having come before the Real Estate Commission upon request of the parties for consideration of the foregoing Settlement Agreement and with a quorum present and a majority voting in the affirmative, the foregoing Settlement Agreement is:

[X] Accepted [ ] Rejected

11/09/2013
Date

Clifford Stroud, President
New Mexico Real Estate Commission