

**New Mexico Regulation and Licensing Department**  
**BOARDS AND COMMISSIONS DIVISION**  
New Mexico Real Estate Commission  
5500 San Antonio Dr. Suite A • Albuquerque, New Mexico 87109  
[www.rld.state.nm.us](http://www.rld.state.nm.us)

**Michelle Lujan Grisham**  
GOVERNOR

**Marguerite Salazar**  
SUPERINTENDENT

**Claudia Armijo**  
DEPUTY GENERAL  
COUNSEL

February 8, 2019

Jenny Lee Hawkes  
Qualifying Broker  
Reservations Unlimited  
P.O. Box 593  
Red River, New Mexico 87558

Re: NMREC Case No. 14-05-07-040  
NMREC Case No. 14-05-08-041  
NMREC Case No. 14-05-09-042  
NMREC Case No. 14-05-10-043

Dear Ms. Hawkes:

The New Mexico Real Estate Commission has approved the settlement agreement in the above-referenced cases.

The settlement agreement provides that you pay a \$2,500 fine, complete for no continuing education credit eight (8) hours of courses deemed appropriate by the Commission, and serve a one-year suspension of your broker's license.

The fine is due in the Commission office no later than thirty (30) days after you receive the enclosed Decision and Order. Payment of the fine shall be in the form of a cashier's check payable to the New Mexico Real Estate Commission and mailed to Germelyn Vivar, Administrative Secretary, New Mexico Real Estate Commission, 5500 San Antonio Drive NE, Albuquerque, New Mexico 87109.

You are directed to complete within six (6) months of receiving this letter the eight (8) hour online course entitled "Property Management Fundamentals" available from Empire Learning. The course is listed in the Catalogue of Commission Approved Courses on the Commission web site and can be accessed by clicking on the NM Web Link next to the course title. Please submit the certificate of course completion to Ms. Vivar at the address shown above.

Finally, your broker's license will be suspended for one year from the date that you sign the Certified Mail receipt for this letter. During the suspension, you are not to engage in any activity for which a broker's license is required, including any involvement in the activities of Reservations Unlimited.

Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
(505) 476-4770

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

Upon receipt of this letter, please surrender your license to the Commission at the above address. The license can be reinstated at the end of the suspension by completing a Trade Name Registration Form, assuming that all of the conditions of the settlement agreement have been met.

Please do not hesitate to contact me if you have any questions about the terms of the settlement agreement.

Sincerely,



Wayne W. Ciddio  
Executive Secretary  
New Mexico Real Estate Commission

Enclosure

cc: Lee Boothby, Esq.  
New Mexico Legal Center, P.C.  
515 Gusdorf, Suite 8  
Taos, New Mexico 87571

Mark Swanson  
Assistant Attorney General  
Attorney General's Office  
201 3<sup>rd</sup> Street NW, Suite 300  
Albuquerque, New Mexico 87102

**BEFORE THE REAL ESTATE COMMISSION  
OF THE STATE OF NEW MEXICO**

IN THE MATTER OF:

JENNY HAWKES  
LICENSE NO. 17880

NMREC CASE NOS. 14-05-07-040  
14-05-08-041  
14-05-09-042  
14-05-10-043

Respondent.

---

ORDER

THIS MATTER, having come before the New Mexico State Real Estate Commission on January 14, 2019 and with a quorum being present and a majority voting the action designated below in the Settlement Agreement that is incorporate in its entirety into this Order;

FINDS that this Settlement Agreement is:

Accepted and Approved

Rejected

By: 

Kurstin Johnson, President  
New Mexico Real Estate Commission  
5500 San Antonio Drive NE  
Suite B  
Albuquerque, NM 87109

Dated: 1/14/19

**BEFORE THE REAL ESTATE COMMISSION  
OF THE STATE OF NEW MEXICO**

<b>IN THE MATTER OF:</b>	)	
	)	
<b>JENNY HAWKES</b>	)	<b>NMREC CASE NOS. 14-05-07-040</b>
<b>Broker License No: 17880</b>	)	<b>14-05-08-041</b>
	)	<b>14-05-09-042</b>
	)	<b>14-05-10-043</b>

---

**SETTLEMENT AGREEMENT**

**WHEREAS**, the State of New Mexico Real Estate Commission (the "Commission") received a complaint on or around May 7, 2014 regarding Jenny Hawkes (the "Respondent"), a real estate broker licensed by the Commission, and a Notice of Contemplated Action (the "NCA") was authorized and issued by the Commission; 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 (the "ULA"); and

**WHEREAS**, the undersigned Administrative Prosecutor believes that this Settlement Agreement is an appropriate resolution of the charges raised in the NCA and therefore recommends that the Commission approve the Settlement Agreement,

**THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

1. **Jurisdiction.** The Commission is responsible for licensure and enforcement under the Real Estate Licensing Act, NMSA 1978, §§ 61-29-1 through -29 (the "Act"). Respondent is a real estate broker licensed by the Commission and therefore is subject to the jurisdiction of the Commission with respect to the allegations set forth in the NCA.

2. **Allegations of Violations.** Respondent acknowledges that this disciplinary action is based on allegations that she violated provisions of 61.29 NMSA 1978 and 16.61 NMAC.

3. **Discipline.** Respondent acknowledges that there are sufficient facts to support the allegations set forth in the NCA, and further acknowledges that this Settlement Agreement constitutes disciplinary action pursuant to the Commission's authority.

4. **Requirements.** Respondent agrees to fully and timely comply with the following provisions:

A. Respondent shall pay a fine of \$2,500 within thirty (30) days of receiving a signed order from the Commission approving this agreement. Payment of the fine shall be in the form of a cashier's check payable to the New Mexico Real Estate Commission and mailed to:

**Germelvn Vivar, Administrative Secretary**  
**New Mexico Real Estate Commission**  
**5500 San Antonio Dr. NE, Suite B**  
**Albuquerque, New Mexico 87109**

B. Respondent shall complete for no continuing education credit eight (8) hours of courses deemed appropriate by the Commission within six (6) months of the date that the Respondent receives a signed order from the Commission approving this agreement,

C. Respondent's license shall be suspended for a period of one year. The suspension will begin upon the Respondent's receipt of a signed order from the Commission approving this agreement.

5. **Commission's Forbearance.** The Commission agrees that it will take no further action against Respondent Jenny Lee Hawkes with respect to the allegations set forth in the NCA in this

matter provided Respondent fully and timely complies with the requirements set forth in Paragraph 4 above.

6. **Waiver.** Respondent acknowledges, agrees and stipulates that by signing this Settlement Agreement she is waiving the following rights as they pertain to the alleged misconduct described herein:

A. Respondent enters into this Settlement Agreement voluntarily and waives her right to have these matters heard in the manner described in the ULA, NMSA 1978, §§ 61-1-1 -33, 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. This waiver only applies if the Commission accepts this Settlement Agreement.

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. This waiver applies regardless of whether or not the Commission accepts this Settlement Agreement.

7. **Voluntary Agreement.** Respondent acknowledges that she is represented by counsel, and that Respondent has had the opportunity to consult with her counsel prior to signing this Settlement Agreement. Respondent affirmatively states that she has read this entire Settlement Agreement and understands her responsibilities contained herein. Respondent knowingly, intentionally and voluntarily enters into and signs this Settlement Agreement and affirms that no promises or representations have been made to her other than the terms and conditions contained in this Settlement Agreement.

8. **Release.** Respondent acknowledges that the Commission has the statutory, administrative and regulatory authority and jurisdiction to investigate and adjudicate allegations of professional misconduct, NMSA 1978, §§ 61-29-1 through -29. Upon execution of this Settlement 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.

9. **Approval by Commission.** This Settlement Agreement is subject to approval by the Commission. If the Commission rejects this Settlement Agreement, the Commission may proceed with a formal hearing. In the event that the Commission rejects this Agreement, neither the fact nor the terms of this Settlement Agreement nor any statements made by the Respondent in connection with this Settlement Agreement shall be used against Respondent in a subsequent proceeding.

10. **Effective Date.** This Settlement Agreement is binding upon the Commission and the Respondent upon receipt by the Respondent of a signed order from the Commission approving the agreement. Upon the Commission President affixing signature to the Order indicating the Commission's approval<sup>1</sup> of this Agreement, copies of both documents shall be mailed to Respondent by Certified Mail. This mailing shall fulfill the Commission's obligation to notify Respondent of the Commission's acceptance of the Settlement Agreement.

11. **Effect of Settlement Agreement.** As long as Respondent complies with the requirements of this Settlement Agreement the Commission will consider this matter closed and resolved and will contemplate no further action against Respondent Jenny Lee Hawkes for the conduct alleged in the NCA in this matter. However, this Settlement Agreement does not limit the Commission's jurisdiction to administratively prosecute the Co-Respondent, Lisa Curry, for

her alleged conduct in Case Nos. 14-05-07-040, 14-05-08-041, 14-05-09-042 and 14-05-10-043. The Commission may consider this Settlement Agreement as evidence of a pattern of conduct in the event that similar or other conduct is proven against Respondent in the future. Additionally, the Commission may consider the fact that discipline was imposed through this Settlement Agreement and the accompanying Order as a factor in determining appropriate discipline should any other violations be proven against Respondent in the future.

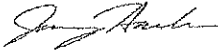
This Settlement Agreement is a settlement of Case Nos. 14-05-07-040, 14-05-08-041, 14-05-09-042, and 14-05-10-043 with respect to Respondent Jenny Lee Hawkes only and has no effect on the Commission's authority to take action against Respondent for any separate allegations of violations within the Commission's jurisdiction or against the Co-Respondent Lisa Curry. Respondent understands and acknowledges that her action in entering this Settlement Agreement is final and not subject to reconsideration, judicial review or appeal.

12. **Effect of Failure to Comply.** Respondent acknowledges that a failure to comply with the terms and conditions of this Settlement 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 Commission 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, restrictions on scope of practice, imposition of fees, penalties and costs and/or taken any other disciplinary action authorized pursuant to the Real Estate Licensing Act and/or the ULA.

14. **Public Record.** The NCA and this Settlement Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(B).



1/09/2019  
DATE

  
\_\_\_\_\_  
Jenny Lee Hawkes, Respondent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Lee Boothby  
Attorney for Respondent

Prepared by:

Mark F. Swanson  
Assistant Attorney General  
Administrative Prosecutor  
(505)490-4885  
mswanson@nmag.gov