

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

IN THE MATTER OF:)
)
ALONZO BALDONADO) **NMREC CASE NO. 14-12-10-138**
BROKER LICENSE No: 16758)
Respondent.)

SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Real Estate Commission (the "Commission") received a complaint on or around December 22, 2014 regarding Alonzo Baldonado (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 on July 20, 2015; and

WHEREAS, Complainant, Respondent, and the Commission agree that Complainant's rental property located at 267 Don Diego in Los Lunas, NM (the "Property") was left in a poor condition by the tenants who abandoned the property in or about October of 2014; and

WHEREAS, Complainant has taken no legal action against the tenants, nor authorized / directed Respondent to do so; and

WHEREAS, Respondent took over property management from a prior management company, Tierra del Belen Realty company and entered into a new property management agreement with Complainant in or about May of 2013;

WHEREAS, Respondent did not enter into a new lease agreement with the tenants for the Property, and instead proceeded under the original lease agreement dated May of 2011; and

WHEREAS, Respondent conducted a walk-through of the Property in May of 2013, and contends that he and Complainant agreed that the Property was in need of repairs as of that time, but concedes that the condition was not documented at that time nor were estimates obtained; and

WHEREAS, Respondent contends that upon taking over property management duties in May of 2013, Respondent presented the option to Complainant of evicting the tenant, conducting the necessary repairs and maintenance and attempting to re-let the Property, but that Complainant expressed a preference for keeping the tenants in place to ensure continued cash-flow and avoid the expense of restoring the property to a more rentable condition;

WHEREAS, a dispute arose between Complainant and Respondent pertaining to the condition of the home when it was abandoned by the tenants in October of 2014, which gave rise to this enforcement action;

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.** This disciplinary action is based on allegations that Respondent violated NMSA 1978, §61-29-12 A (1), (2), (10) and (11) of the Real Estate License Law, and 16.61.19.8(A)(C) NMAC; 16.61.24.12(A)(B)(C) and (D) NMAC; and 16.61.24.13(B) NMAC of the Commission Rules.

3. **Discipline.** With the exception of an acknowledgement that the condition of the home at the time Respondent assumed property management duties should have been documented and thus, pursuant to 16.61.24.12 NMAC, Respondent's reporting and documentation could have been clearer, Respondent does not agree that the allegations set forth in the NCA are warranted on the facts of this action, but nevertheless does agree that the "Requirements" set forth below are reasonable 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 total fine of one thousand, five-hundred dollars (\$1,500) to the Commission within thirty (30) days of the Commission's acceptance of this Settlement Agreement. For purposes of calculating the payment deadline, the Commission will be deemed to have accepted this Settlement Agreement on the date that the accompanying Order is signed

by the President of the Commission. Payment shall be made in the form of a certified check or money order payable to the NM Real Estate Commission and shall be delivered to: Wayne W. Ciddio, Executive Secretary; New Mexico Real Estate Commission: 5500 San Antonio NE, Suite B; Albuquerque, NM 87109.

- B. Respondent is to enroll and complete two (2) courses which shall each consist of four (4) credit hours each relating to property management. These classes will not go to fulfill Respondent's continuing education requirements.
- C. Respondent shall have a letter of reprimand placed in his file as a result of this action addressing an alleged violation of 16.61.24.12.

5. **Commission's Forbearance.** The Commission agrees that it will take no further action against Respondent 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, if accepted by the Commission, he is waiving the following rights as they pertain to the alleged failures described herein:

- A. Respondent enters into this Settlement Agreement voluntarily and waives his 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 him, 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 he has the right to be represented by counsel, and that Respondent has had the opportunity to consult with counsel prior to signing this Settlement Agreement. Respondent affirmatively states that he has read this entire Settlement Agreement and understands his 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 him 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 when it is signed by the Respondent and the attending Order, validating the terms of the Settlement Agreement, is signed by the Commission President. 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. This mailing shall fulfill the Commission's obligation to notify Respondent of the Commission's acceptance or rejection of the Settlement Agreement.

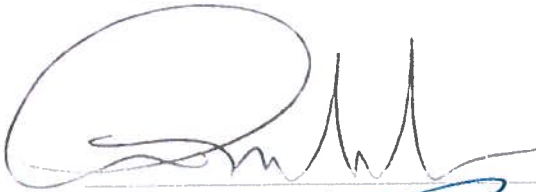
11. **Effect of Settlement Agreement.** As long as Respondent complies with the requirements of this Settlement Agreement the Commission will consider this matter closed and resolved and will contemplate no further action against Respondent for the conduct alleged in the NCA in this matter, Case No. 14-12-10-138. However, 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 No. 14-12-10-138 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. Respondent understands and acknowledges that his 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(F).

5/8/17
DATE:


Alonzo Baldonado, Respondent

5/10/17



DATE

Patrick Griebel, Respondent's Counsel

Prepared by:

Rebecca C. Branch
Administrative Prosecutor
Assistant Attorney General
201 Third Street NW
Suite 300
Albuquerque, NM 87102
(505)490-4825
rbranch@nmag.gov