

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

IN THE MATTER OF:)
)
EDWIN SAMUEL SUMMONS)
)
)
)
)
)
)
BROKER LICENSE No: 13800 (Inactive))
Respondent.)

**NMREC CASE NOs. 14-08-05-074
(Soares), 14-08-06-075 (Macias),
14-09-01-077 (Campbell), 14-09-22-098
(Aseltine), 14-12-09-137 (Twining),
14-12-11-139 (Currier), 15-01-07-007
(Young), 15-02-18-026 (Rossell),
15-10-01-093 (LeeDavis)**

ORDER

THIS MATTER, having come before the New Mexico State Real Estate Commission on March 20, 2017 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: Gretchen Koether
Gretchen Koether
President

Dated: 3-21-17

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

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

IN THE MATTER OF:)	
)	
EDWIN SAMUEL SUMMONS)	NMREC CASE NOS. 14-08-05-074
)	(Soares), 14-08-06-075 (Macias),
)	14-09-01-077 (Campbell), 14-09-22-098
)	(Aseltine), 14-12-09-137 (Twining),
)	14-12-11-139 (Currier), 15-01-07-007
)	(Young), 15-02-18-026 (Rossell),
)	15-10-01-093 (LeeDavis)
BROKER LICENSE No: 13800 (Inactive))	
Respondent.)	

SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Real Estate Commission (“Commission”) received nine complaints, regarding EDWIN SAMUEL SUMMONS (“Respondent”), a licensed qualifying broker, and the New Mexico Real Estate Commission requested that Notices of Contemplated Action be issued in NMREC Case Nos. 14-08-05-074 (Soares), 14-08-06-075 (Macias), 14-09-01-077 (Campbell), 14-09-22-098 (Aseltine), 14-12-09-137 (Twining), 14-12-11-139 (Currier), 15-01-07-007 (Young), 15-02-18-026 (Rossell), 15-10-01-093 (LeeDavis). Respondent reserves all rights and defenses to any Complaints that may be filed against him in the future.

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 Qualifying 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 admit he violated any rules or statutes, however, Respondent acknowledges that this disciplinary action is based on alleged violations that Respondent violated NMSA 1978, §61-29-12 A (1),(2), (5), (10), (11) and B of the Real Estate License Law, and 16.61.16.9, 16.61.19.8, 16.61.23.8, 16.61.24.11, 16.61.24.12, and 16.61.24.15 NMAC of the Commission Rules.

3. **Discipline.** Respondent acknowledges that he is subject to disciplinary action pursuant to the above noted statutes and, if this matter had gone to a formal hearing, the Commission could have found that he 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’s Real Estate License will be revoked. After a period of one (1) year from the date of the approval of the Settlement Agreement by the Commission, the Respondent may be eligible to reapply for his Real Estate License.

B. Respondent shall be assessed a six thousand dollars (\$6,000.00) fine as a civil penalty. Respondent will pay one thousand five hundred dollars (\$1,500.00) 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. Respondent will then pay five hundred dollars (\$500) per month for three months (totaling an additional one thousand five hundred dollars [\$1,500.00] beginning on the 30th day of the month after the month in which he makes the initial one thousand five hundred dollar (\$1,500.00) as stated above. Payment shall be sent to the following address:

**Wayne W. Ciddio, Executive Secretary
New Mexico Real Estate Commission
5500 San Antonio Dr. NE, Suite B
Albuquerque, New Mexico 87109**

The remaining \$3,000 of the fine will be paid if Respondent applies to have his license reinstated and as a condition of the reinstatement of his Real Estate License. If Respondent does not apply to reinstate his license, or if his application is denied, Respondent shall not pay the remaining \$3,000 of the fine.

C. As a condition of reinstatement of his license, and in addition to the other requirements for reinstatement, Respondent shall complete two of the following classes before his license will be reinstated: Business Ethics in Real Estate, the National Association of Realtors Ethics Course, or Policies and Procedures for Today's Qualifying Broker, however, Respondent shall not receive any credit towards his continuing education requirements for these classes.

D. Respondent shall receive a letter of reprimand from the Real Estate Commission.

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

- A. Respondent enters into this Agreement voluntarily and waives his 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 him, 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 his 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 committed by unlicensed person. 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. If the Commission rejects this Agreement, the Commission will set all matters pertaining to Ed Summons for hearing within 60 days of the date it rejects this Agreement.

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 Chair.

9. Upon the Commission Chair 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.

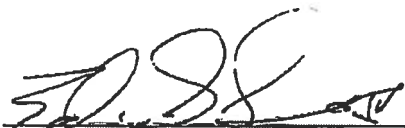
11. This Agreement is a settlement of Commission case numbers NMSA 1978, §61-29-12 A (1),(2), (5), (10), (11) and B of the Real Estate License Law, and 16.61.16.9, 16.61.19.8, 16.61.23.8, 16.61.24.11, 16.61.24.12, and 16.61.24.15 NMAC of the Commission Rules only for the specific allegations contained 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 his 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 him 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 he has the right to be represented by an attorney and has been given the opportunity to have counsel of his choice review this agreement. Respondent and his counsel had had the opportunity to review this agreement. Respondent affirmatively states he has reviewed this agreement and by his signature acknowledges his 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 he has read this entire document and understands his 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 him other than the terms and conditions expressly stated herein.



Edwin Samuel Summons, License No. 13800
Respondent

3/10/17

Date