

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

IN THE MATTER OF:)	
)	
JOHN HUMMER)	NMREC CASE NO. 15-10-03-095
Broker License No.: 18002)	
)	
AND)	
)	
BRENDA PORTER)	
Broker License No.: 46093)	
)	
Respondents.)	

SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Real Estate Commission (the “**Commission**”) received a complaint on or around September 29, 2015, regarding **Brenda Porter** (the “**Respondent**”), real estate broker licensed by the Commission, and a Notice of Contemplated Action (the “**NCA**”) was authorized and issued by the Commission on September 29, 2017; 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, NMSA 1978, §§ 61-1-1 through -34 (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.

NOW, 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 NMSA 1978, § 61-29-12(A)(5), (9), (10) and (11), 16.61.19.8(A), (C), (D) and (F) NMAC, and 16.61.23.11 NMAC.

3. No Admission of Wrongdoing. Nothing in this Settlement Agreement shall be interpreted as Respondent's admission that she violated any provision of NMSA 1978, § 61-29-12(A)(5), (9), (10) and (11), 16.61.19.8(A), (C), (D) and (F) NMAC, and 16.61.23.11 NMAC.

4. Requirements. Respondent shall enroll and complete the two-credit hour course entitled "Earnest Money Disputes and Interpleader Action" taught by Orlando Lucero of Stewart Title Company in Albuquerque, New Mexico, by February 1, 2018. This course will not go to fulfill Respondent's continuing education requirements.

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 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, including the right to a full evidentiary hearing on the charges made in the complaint against them, the right to confront and cross-examine witnesses, assert defenses 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 the Commission accepts this Settlement Agreement.

7. Voluntary Agreement. Respondent acknowledges that she 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 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 promise or representation has been made to her other than the those 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. 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 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 Respondent when it is signed by 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 take no further action against Respondent for the conduct alleged in the NCA. This Settlement Agreement is a settlement of Case No. 15-10-03-095 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 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 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 Act and/or the ULA.

13. 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(E).

Nov-21-2017 | 05:41 PST



DATE

Brenda Porter, Respondent

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