

1 irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the
3 agreement may be considered in any future disciplinary action by the Board against him.

4 5. The Consent Agreement, any record prepared in this matter, all investigative
5 materials prepared or received by the Board and all related exhibits and materials, are
6 public records upon acceptance by the Board of this Consent Agreement and may be
7 retained in the Board's files pertaining to this matter.

8 6. Respondent understands this Consent Agreement deals with Board case
9 number P22-080 involving allegations that Respondent engaged in conduct that would
10 subject him to discipline under the Board's statutes and rules. The investigation into
11 these allegations against Respondent shall be concluded upon the Board's adoption of
12 this Consent Agreement.

13 7. Respondent understands that this Consent Agreement does not constitute a
14 dismissal or resolution of any other matters currently pending before the Board, if any,
15 and does not constitute any waiver, express or implied, of the Board's statutory authority
16 or jurisdiction regarding any other pending or future investigation, action or proceeding.

17 8. Respondent also understands that acceptance of this Consent Agreement does
18 not preclude any other agency, subdivision, or officer of this State from instituting any
19 other civil or criminal proceedings with respect to the conduct that is the subject of this
20 Consent Agreement.

21 9. Respondent acknowledges and agrees that, upon signing this Consent
22 Agreement and returning this document to the Board's Executive Director, he may not
23 revoke his acceptance of the Consent Agreement or make any modifications to the
24 document regardless of whether the Consent Agreement has been signed on behalf of the
25 Board. Any modification to this original document is ineffective and void unless
26 mutually agreed by the parties in writing.

27 10. This Consent Agreement is subject to the approval of the Board and is
28 effective only when accepted by the Board and signed on behalf of the Board. If the

1 Board does not accept this Consent Agreement, the Board retains its authority to hold a
2 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party,
5 except that the parties agree that should the Board reject this Consent Agreement and this
6 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
7 by its review and discussion of this document or any records relating thereto.

8 11. If a court of competent jurisdiction rules that any part of this Consent
9 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
10 shall remain in full force and effect.

11 12. Respondent understands that any violation of this Consent Agreement may
12 result in disciplinary action, including suspension or revocation of the registration under
13 A.R.S. § 32-150.

14 13. Respondent agrees that the Board will adopt the following Findings of Fact,
15 Conclusions of Law and Order.

16 **FINDINGS OF FACT**

17 1. The Board is the duly constituted authority for the regulation and control of
18 the practice of Architecture in the State of Arizona.

19 2. As of April 29, 2022, Respondent is the holder of Arizona Architect
20 Registration No. 75953. Board records show no indication that Respondent had ever been
21 registered with the Board prior to April 29, 2022.

22 3. As of June 27, 2022, Respondent Firm is the holder of Arizona Architecture
23 Firm Registration No. 24095. Board records show no indication that Respondent Firm
24 had ever been registered with the Board prior to June 27, 2022.

25 4. Respondent is the principal of Respondent Firm, as verified by both Board
26 records and the Arizona Corporation Commission records.

27 5. On or about June 13, 2022, the Board received a complaint alleging that
28 Respondent entered into a contract with Berkshire Hathaway Automotive to provide

1 pursuant to A.R.S. § 32-127(D), in that Respondent practiced or offered to practice a
2 Board regulated profession without valid registration with the Board.

3 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
4 pursuant to A.R.S. § 32-121, A.R.S. § 32-141, and A.R.S. § 32-128(C)(4) as it relates to
5 A.A.C. R4-30-301(4), in that Respondent and Respondent Firm practiced or offered to
6 practice a Board regulated profession without firm registration with the Board.

7 **ORDER**

8 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues
9 the following Order:

10 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
11 Reprimand.

12 2. ADMINISTRATIVE PENALTY. Within ninety (90) days from the
13 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
14 of Seven Hundred Fifty Dollars (\$750.00) by certified check or money order made
15 payable to the State of Arizona Board of Technical Registration.

16 3. COST OF INVESTIGATION. Within sixty (60) days from the effective
17 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
18 case to the Board in the amount of One Hundred Twenty Nine Dollars (\$129.00) by
19 certified check or money order made payable to the State of Arizona Board of Technical
20 Registration, according to the provisions of A.R.S. § 32-128(H).

21 4. OBEY ALL LAWS. Respondent shall obey all federal, state and local
22 laws, as well as, all rules governing the practice of Architecture in the State of Arizona.
23 The Board shall consider any violation of this paragraph to be a separate violation of the
24 rules and statues governing the Arizona Board of Technical Registration. The Board may
25 also consider Respondent's non-compliance with this Order as a separate violation of
26 A.R.S. § 32-150.

27 5. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall
28 timely renew their Arizona registration as an Architect and an Architectural Firm, and

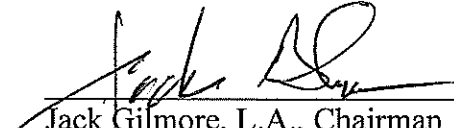
1 timely pay all required registration fees.

2 6. EFFECTIVE DATE. The effective date of this Consent Agreement is the
3 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
4 effective date is the later of the two dates.

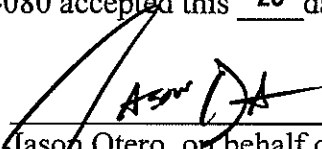
5 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
6 with complying with this Consent Agreement.

7 8. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
8 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
9 to be heard, may revoke, suspend or take other disciplinary actions against the
10 registration. The issue at such a hearing will be limited solely to whether this Order has
11 been violated.

12
13 ACCEPTED and ORDERED this 22 day of August, 2022.

14
15 
16 Jack Gilmore, L.A., Chairman
17 Arizona State Board of
18 Technical Registration

19 Consent Agreement and Order, No. P22-080 accepted this 25 day of
20 JULY, 2022.

21 
22 Jason Otero, on behalf of himself
23 and on behalf of LOMA Architecture
24 LLC, Respondents
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ORIGINAL filed this 22 day of August, 2022, with:

Arizona State Board of Technical Registration
1110 W. Washington, Suite 240
Phoenix, AZ 85007

COPY of the foregoing mailed via Certified Mail
No. 9214 8901 9434 4600 0887 92 and
First Class mail this 22 day of August, 2022, to:

Jason Otero
LOMA Architecture, LLC
10707 Laurelton Court
Humble, TX 77396

By: Daniel Carthel
