BEFORE THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION

	In the Matter of:	Case No.: P23-035
	Gerard Gomez Non-Registrant	CONSENT AGREEMENT
1	Geosurvices LLC	ORDER OF DISCIPLINE
	Non-Registered Firm	
	Respondent	

In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration ("Board") and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Gerard Gomez, Non-Registrant, ("Respondent"), Geosurvices LLC, Non-Registrant Firm, ("Respondent Firm"), and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

- 1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.
- 2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

- 3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.
- 4. Respondent understands that this Consent Agreement or any part of the agreement may be considered in any future disciplinary action by the Board against him.
- 5. The Consent Agreement, any record prepared in this matter, all investigative materials prepared or received by the Board and all related exhibits and materials, are public records upon acceptance by the Board of this Consent Agreement and may be retained in the Board's files pertaining to this matter.
- 6. Respondent understands this Consent Agreement deals with Board case number P23-035 involving allegations that Respondent engaged in conduct that would subject him to discipline under the Board's statutes and rules. The investigation into these allegations against Respondent shall be concluded upon the Board's adoption of this Consent Agreement.
- 7. Respondent understands that this Consent Agreement does not constitute a dismissal or resolution of any other matters currently pending before the Board, if any, and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future investigation, action or proceeding.
- 8. Respondent also understands that acceptance of this Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting any other civil or criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.
- 9. Respondent acknowledges and agrees that, upon signing this Consent Agreement and returning this document to the Board's Executive Director, he may not revoke his acceptance of the Consent Agreement or make any modifications to the document regardless of whether the Consent Agreement has been signed on behalf of the Board. Any modification to this original document is ineffective and void unless mutually agreed by the parties in writing.

- 10. This Consent Agreement is subject to the approval of the Board and is effective only when accepted by the Board and signed on behalf of the Board. If the Board does not accept this Consent Agreement, the Board retains its authority to hold a formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.
- 11. If a court of competent jurisdiction rules that any part of this Consent Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full force and effect.
- 12. Respondent understands that any violation of this Consent Agreement may result in disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.
- 13. Respondent agrees that the Board will adopt the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

- 1. The Board is the duly constituted authority for the regulation and control of the profession of Land Surveying in the State of Arizona.
- 2. Respondent is not registered with the Board as a Land Surveyor, nor has he ever been.
 - 3. Respondent Firm is not registered with the Board, nor has it ever been.
- 4. Arizona Corporation Commission records indicate that Respondent is the statutory agent for Respondent Firm.
- 5. On or about April 11, 2022, Respondent and Respondent Firm entered into a written contract/agreement to prepare and provide a member of the public, ("Client"), with a topographic survey for a property in Phoenix, AZ.

- 6. In April of 2022, Respondent prepared said topographic survey for a property in Phoenix, AZ.
- 7. On or about October 13, 2022, the Board received a complaint alleging that Respondent prepared a topographic survey for a property in Phoenix, AZ on or about April 2022, without registration with the Board. It was also alleged that Respondent prepared the topographic survey to be reviewed and sealed by a registrant. It was further alleged that Respondent Firm engaged in the practice of Land Surveying without firm registration with the Board.
- 8. On or about January 20, 2023, Board staff received a written statement from Respondent acknowledging that he prepared the topographic survey that was later signed and sealed by Registered Land Surveyor Ramakrishn Inti ("Registered Land Surveyor"). Respondent further acknowledged that he is not a direct employee of Registered Land Surveyor.
- 9. On or about January 20, 2023, Respondent provided the following documents:
 - a) The Topographic Survey contained the following:
 - The topographic survey title block indicates that Registered Land
 Surveyor's firm, Inti LLC, is the issuing firm,
 - ii. The topographic survey title block identifies Respondent as the "designer", and indicates that it was "drawn" by Respondent.
 - iii. The topographic survey title block indicates that it was reviewed and sealed by Registered Land Surveyor.
 - b) A written contract/agreement for the topographical survey dated April 11, 2022, contained the following:
 - The contract/agreement lists Respondent Firm as the issuing firm, and identifies Respondent as the managing member,

- ii. The contract/agreement identifies the property owner as Client,
- iii. The contract/agreement indicates that the scope of work includes the fieldwork and preparation of the topographic survey, to then be reviewed and sealed by a registered land surveyor.
- 10. On or about January 23, 2023, Board staff received a written statement from Registered Land Surveyor, acknowledging that he signed and sealed the topographic survey that was prepared by Respondent. Registered Land Surveyor further acknowledged that Respondent is not his direct employee.
 - 11. On or about February 6, 2023, Respondent acknowledged the following:
 - a) Client hired Respondent and Respondent Firm directly for the topographic survey project.
 - b) Respondent provided Client with a written contract/agreement for the project under Respondent Firm.
 - c) Client paid Respondent Firm directly for the provided services.
 - d) Respondent paid Registered Land Surveyor his portion of the payment.
- 12. On or about March 17, 2023, Board staff received a written statement from Client, acknowledging that she directly hired Respondent and Respondent Firm to prepare a topographic survey for her property. Client further acknowledged that she paid Respondent Firm directly for the provided services.

CONCLUSIONS OF LAW

- 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq, including A.R.S. § 32-106.02(A).
- 2. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-106.02(A), A.R.S. § 32-121, and A.R.S. § 32-145(1), in that Respondent practiced, or offered to practice, a Board regulated profession without Board registration.

3. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-121 and A.R.S. § 32-141, in that Respondent and Respondent Firm practiced, or offered to practice, a Board regulated profession without firm registration.

<u>ORDER</u>

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

- 1. CIVIL PENALTY. Within Six (6) Months from the effective date of this Consent Agreement, Respondent shall pay a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).
- 2. COST OF INVESTIGATION. Within Sixty (60) Days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of One Hundred Eighty Dollars (\$180.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-128(H).
- 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, related to the practice of Land Surveying in the State of Arizona. The Board shall consider any violation of this paragraph to be a separate violation of the statutes governing the Arizona Board of Technical Registration.
- 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date the Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is the later of the two dates.
- 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with complying with this Consent Agreement.
- 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails to fulfill the requirements of this Order, the Board may seek a Petition for Injunction in

1	accordance with the provisions set forth in A.R.S. § 32-106.01.
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3	ACCEPTED and ORDERED this 23 day of Mqy, 2023.
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5	tech Su
6	Jack Gilmore, L.A., Chairman Arizona State Board of
7	Technical Registration
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9	Consent Agreement and Order, No. P23-035 accepted this 8th day of May , 2023.
11	Gerard Gomez
12	Gerard Gomez, on behalf of himself
13	and on behalf of Geosurvices LLC,
14	Respondents
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1	ORIGINAL filed this 24 day of
2	May , 2023, with:
3	Arizona State Board of Technical Registration 1110 W. Washington, Suite 240 Phoenix, AZ 85007
5	
6	COPY of the foregoing mailed via Certified Mail No. 9214 8901 9434 4600 0924 61 and
7	First Class mail this 24 day of May, 2023, to:
8	Gerard Gomez 5141 N. 32 nd Place
9	Phoenix, AZ 85018
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12	By: <u>Daniel Carthel</u> Daniel Carthel
13	Vaniel Carinel
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