

BEFORE THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION

In the Matter of:
Ramakrishn Inti
Land Surveyor
Registration No. 17286
Respondent

Case No.: P23-036

CONSENT AGREEMENT and ORDER OF DISCIPLINE

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, Ramakrishn Inti ("Respondent"), holder of Registration No. 17286, 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.

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

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

7           6. Respondent understands this Consent Agreement deals with Board case  
8 number P23-036 involving allegations that Respondent engaged in conduct that would  
9 subject him to discipline under the Board's statutes and rules. The investigation into  
10 these allegations against Respondent shall be concluded upon the Board's adoption of  
11 this Consent Agreement.

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

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

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

26           10. This Consent Agreement is subject to the approval of the Board and is  
27 effective only when accepted by the Board and signed on behalf of the Board. If the  
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

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

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

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

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

15 **FINDINGS OF FACT**

16 1. The Board is the duly constituted authority for the regulation and control of  
17 the practice of Land Surveying in the State of Arizona.

18 2. Respondent is the holder of Arizona Land Surveyor Registration No. 17285.

19 3. On or about October 3, 2022, Respondent signed and sealed a topographic  
20 survey prepared by Gerard Gomez, a non-registrant, ("Non-Registrant") for a project in  
21 Phoenix, Arizona.

22 4. On or about October 13, 2022, the Board received a complaint alleging that  
23 on or about October 3, 2022, Respondent signed and sealed a topographic survey for a  
24 project in Phoenix, AZ that was prepared by a non-registrant who was not the bona fide  
25 employee of Respondent.

26 5. On or about January 20, 2023, Board staff received a written statement from  
27 Non-Registrant acknowledging that he prepared the topographic survey that was later  
28 signed and sealed by Respondent. Non-Registrant further acknowledged that he is not

1 Respondent's direct employee.

2 6. On or about January 20, 2022, Non-Registrant provided the following  
3 documents:

4 a) The topographic survey contained the following:

- 5 i. The topographic survey title block indicates that Respondent's firm,  
6 Inti LLC ("Respondent Firm"), is the issuing firm,
- 7 ii. The topographic survey title block identifies Non-Registrant as the  
8 "*designer*", and indicates that it was "*drawn*" by Non-Registrant.
- 9 iii. The topographic survey title block indicates that it was reviewed and  
10 sealed by Respondent.

11 b) A written contract/agreement for the topographical survey, dated April 11,  
12 2022, contained the following:

- 13 i. The contract/agreement lists Non-Registrant's firm, Geosurvices  
14 LLC, ("Non-Registrant Firm") as the issuing firm, and identifies  
15 Non-Registrant as the managing member,
- 16 ii. The contract/agreement identifies the property owner as Non-  
17 Registrant's client ("Non-Registrant Client"),
- 18 iii. The contract/agreement indicates that the scope of work includes the  
19 fieldwork and preparation of the topographic survey, to then be  
20 reviewed and sealed by a registered land surveyor.

21 7. On or about January 23, 2023, Board staff received a written statement from  
22 Respondent, acknowledging that he signed and sealed the topographic survey that was  
23 prepared by Non-Registrant. Respondent further acknowledged that Non-Registrant is not  
24 his direct employee.

25 8. On or about February 6, 2023, Non-Registrant acknowledged the following:

- 26 a) Non-Registrant Client hired Non-Registrant and Non-Registrant Firm for  
27 the topographic survey project,
- 28 b) Non-Registrant provided Non-Registrant Client with a written

1 contract/agreement for the project under Non-Registrant Firm,

2 c) Non-Registrant Client paid Non-Registrant Firm directly for the provided  
3 services,

4 d) Non-Registrant paid Respondent his portion of the payment.

5 9. On or about March 17, 2023, Board staff received a written statement from  
6 Non-Registrant Client, acknowledging that she directly hired Non-Registrant and Non-  
7 Registrant Firm to prepare a topographical survey for her property. Non-Registrant Client  
8 further acknowledged that she paid Non-Registrant Firm directly for the provided  
9 services.

### 10 CONCLUSIONS OF LAW

11 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

12 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
13 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(16), in that  
14 Respondent signed and sealed a professional document not prepared by himself or his  
15 bona fide employee.

16 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
17 pursuant to A.R.S. § 32-128(C)(3), in that Respondent aided and abetted an unregistered  
18 person to evade Board statutes.

### 19 ORDER

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

22 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of  
23 Reprimand.

24 2. STAYED SUSPENSION AND PROBATION. Respondent's registration as  
25 a Registered Land Surveyor, No. 17286, shall be suspended for Nine (9) Months;  
26 however, the suspension is stayed for as long as Respondent remains in compliance with  
27 this Order. During the stay of suspension, Respondent's registration as a Registered  
28 Land Surveyor is placed on probation for Nine (9) Months. If Respondent is non-

1 compliant with any terms of this Order during the Nine (9) Months stayed suspension and  
2 probation period, the stay of the suspension shall be lifted and Respondent's registration  
3 as a Registered Land Surveyor shall be automatically suspended without a formal  
4 hearing, and remain suspended until Respondent is compliant with all terms of this Order.

5 5. ADMINISTRATIVE PENALTY. Within Nine (9) Months from the  
6 effective date of this Consent Agreement, Respondent shall pay an administrative penalty  
7 of Two Thousand Dollars (\$2,000.00) by certified check or money order made payable to  
8 the State of Arizona Board of Technical Registration.

9 6. COST OF INVESTIGATION. Within Sixty (60) days from the effective date  
10 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to  
11 the Board in the amount of One Hundred Fifty-Eight Dollars (\$158.00) by certified check  
12 or money order made payable to the State of Arizona Board of Technical Registration,  
13 according to the provisions of A.R.S. § 32-128(H).

14 7. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,  
15 as well as, all rules governing the practice of Land Surveying in the State of Arizona.  
16 The Board shall consider any violation of this paragraph to be a separate violation of the  
17 rules and statues governing the Arizona Board of Technical Registration. The Board may  
18 also consider Respondent's non-compliance with this Order as a separate violation of  
19 A.R.S. § 32-150.

20 8. RENEWAL OF REGISTRATION. During the probationary period,  
21 Respondent shall timely renew his Arizona registration as a Registered Land Surveyor,  
22 and timely pay all required registration fees.

23 9. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
24 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
25 effective date is the later of the two dates.

26 10. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with  
27 complying with this Consent Agreement.

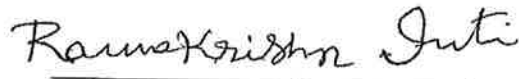
28 11. NONCOMPLIANCE. If Respondent violates this Order in any way or fails

1 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity  
2 to be heard, may revoke, suspend or take other disciplinary actions against the  
3 registration. The issue at such a hearing will be limited solely to whether this Order has  
4 been violated.

5  
6 ACCEPTED and ORDERED this 12 day of JUNE, 2023.

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8   
9 Jack Gilmore, L.A., Chairman  
10 Arizona State Board of  
11 Technical Registration

12 Consent Agreement and Order, No. P23-036 accepted this 2<sup>nd</sup> day of  
13 JUNE, 2023.

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15 Ramakrishn Inti, Respondent  
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1 ORIGINAL filed this 13th day of

2 June, 2023, with:

3 Arizona State Board of Technical Registration  
4 1110 W. Washington, Suite 240  
5 Phoenix, AZ 85007

6 COPY of the foregoing mailed via Certified Mail

7 No. 9214 8901 9434 4600 0926 83 and

8 First Class mail this 13th day of June, 2023, to:

9 Ramakrishn Inti  
10 4090 S. Melody Dr.  
11 Chandler, AZ 85249

12  
13 By: Daniel Carthel